

Collective Agreement

between

Arvin Ride Control Products

And

International Association of Machinists and Aerospace Workers and its local
1295

Begins:

02/06/1999

Terminates:

02/06/2001

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COLLECTIVE AGREEMENT

between

ARVIN RIDE CONTROL PRODUCTS

(hereinafter referred to as "The Company")

and

INTERNATIONALASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS AND ITS

LOCAL 1295

(hereinafter referred to as "The Union")

ARTICLE 1 - PURPOSE

1.01

It is the intent and mutual desire of the parties hereto to promote co-operation and harmony; to recognize mutual interest; to provide a channel through which information and problems may be transmitted from one to the other; to formulate rules governing the relationship between the Union and the Company; to promote efficiency and service; and to formulate rules governing rates of pay, hours of work, working conditions, grievance procedure and conditions of employment.

ARTICLE 2 - RECOGNITION

2.01

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company at its present location in Metropolitan Toronto and the County of Peel, save and except supervisors, persons above the rank of supervisor, office and sales staff.

2.02

The Company recognizes the Union as the sole and exclusive bargaining agent for any expansion of existing facilities and any new plants which the company builds or buys, provided such plants are located within a 150 Kms of the 3560 Lakeshore Blvd. location.

2.03

In the event of a closing of the Company's plant in Toronto, and subsequent relocation, **as** an entity, to another location within the Province of Ontario, the Company shall negotiate with the Union, the effects of such relation on the seniority and employment of the existing employees within the bargaining unit.

2.04

- (a) The Company agrees that it will not contract to outsiders for any of its normal manufacturing operations which it is already doing at a time when any of its employees related to the operation it contemplates contracting out are on lay-off, except in the case of inadequate equipment, lack of equipment, or in an emergency such as equipment breakdown.
- (b) In interpreting Article 2.04(a) of the Collective Agreement, the parties agree that Arvin Ride Control Products and any of its present facilities are not regarded as outsiders.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

The Union recognizes the Company's exclusive right to:

- (a) maintain order, discipline and efficiency;
- (b) manage the plant, direct the working forces, hire, retire, reprimand, transfer, promote, demote, lay off, suspend and discharge employees and be the judge of their qualifications;

provided however that the exercise by the Company of any of those rights and powers in conflict with any of the other provisions of this agreement shall be subject to the provisions of the grievance procedure herein set forth.

3.02

No employee with seniority shall be discharged or suspended without reasonable and just cause. The Company shall notify an employee with seniority of a discharge or suspension in

the presence of a committee person and shall furnish the reason for same. If a committee person not be present on the premises at the time of a discharge or suspension, notification shall be made to a committee person on the first day thereafter when a committee person is present on the premises. In such a case a committee person not being present, the employee with seniority **who is** being discharged or suspended is to be dismissed for the balance of the shift only, with direction to report to the Human Resources Department on the following day at an appointed time.

3.03

Written warnings will not be used for further disciplinary action after twelve (12) months if the employee receives no additional disciplinary action during that period. Suspensions will not be used for further disciplinary action after twenty four (24) months if the employee receives no additional disciplinary actions during that period. Absences for whatever reason will be excluded from these calculations.

ARTICLE 4 - **NO** DISCRIMINATION

4.01

The Company and the Union agree that there will be no direct or indirect discrimination or interference, intimidation, restraint or coercion exercised by either of them, or by any of their respective representatives with respect to any employee because of race, creed, national origin, age or sex, subject to the provisions of the Ontario Human Rights Code, or membership or non-membership in or in connection with or lack of connection with the Union. It is further agreed that there will be no Union activity or meetings on Company premises during working hours except with the permission of the Company.

4.02 The Company and the Union confirm their commitment to providing an environment free of harassment, as that term is defined by the Ontario Human Rights Code:

4.03 The Company and the Union confirm that "harassment" is a course, for purposes of article 4.02, of comment or conduct consisting of words or actions that disparage or cause humiliation to a person in relation to one of the grounds prohibited by the Ontario Human Rights Code and that is known, or ought reasonably to be known to be unwelcome. The parties confirm that sexual harassment: is a form of discrimination based on sex that is prohibited. It is agreed that sexual harassment includes sexual or gender oriented behavior that:

- endangers an employee's continued employment,
- negatively affects an employee's work performance, or
- undermines an employee's personal dignity.

It is further agreed that sexual harassment may occur as a single incident, or as a series of incidents that diminish a person's self worth, dignity and self respect. Without limitation, the parties confirm that sexual harassment can arise from pictorial displays, unwelcome invitations or requests of a sexual nature, leering, gestures, commentary, threats, jokes, condescending paternalistic or patronizing behaviour and unwelcome, unnecessary physical contact.

4.04. Notwithstanding the grievance procedure, any employee who believes he/she has been the victim of sexual harassment should immediately notify their supervisor Human Resources Manager or any other member of management with whom the individual would feel comfortable. Confidentiality will be respected to the extent possible and no action will be taken against an employee for filing or assisting in the investigation of a bona fide complaint. Management shall promptly and thoroughly investigate complaints made pursuant to this Article.

Violations of articles 4.01 and 4.02 will not be tolerated and will result in prompt corrective action, including disciplinary action. Any individual who files a frivolous complaint or who provides false information regarding a complaint will be subject to appropriate disciplinary action.

ARTICLE 5 - UNION SECURITY

5.01

As a condition of employment the Company shall advise each new employee that they are required to become a member of the Union. To this end the Company will introduce the new employee to a designated Union Official to sign an application form, before the start of the new employees first shift with appropriate time to communicate the responsibilities of Union membership, employer and employee relationship, rules and Company policies and the Collective Agreement.

5.02

The Company agrees that all existing employees in the bargaining unit shall become members of the Union.

5.03

The Company shall deduct weekly an amount equal to the current rate of regular weekly union dues from the wages of every employee in the bargaining unit from the first day of employment. The Company shall remit the sums so deducted to the Secretary-Treasurer of the Union by the fifteenth (15) day of the month following the month for which said deductions have been made. The Union will save the Company harmless in respect to all deductions and remittances.

5.04

If an employee is in arrears **with** their union dues **for any** reason, the Company shall not be obliged to deduct and remit such arrears unless due to a fault committed by the Company. The Company shall deduct union dues for employees receiving weekly indemnity. This is a service provided by the Company and can be discontinued by the Company at any time in the future with 60 days notice.

5.05

The Company shall furnish the Union, monthly, with a list showing new employees, quits, dismissal layoffs, employees on authorized leave of absence, change of employees' status and retirees.

5.06

On June 1st and December 1st of each year the Company shall provide the union with five (5) copies of an up-to-date seniority list. The Company will post one copy of an up to date seniority list on June 1st and December 1st of each year.

ARTICLE 6 - STRIKES AND LOCK-OUTS

There shall be no strike or lock-out during the currency of this agreement. The words "strike" and "lock-out" shall be "strike" and "lock-out" as defined in the Labour Relations Act of Ontario.

ARTICLE 7 - UNION REPRESENTATION

The Union shall name one Shop Committee of not more than five (5) members who shall be employees covered by this agreement. The Company will recognize and meet with the

said Shop Committee on the last Tuesday of each month for the purpose of resolving matters which may come before such a meeting. During the week preceding each regular meeting both the Union and the Company will present to the other its agenda for the coming meeting and settle a time therefore. Such meetings which shall be carried on during regular first shift working hours, may be attended by an officer of the International Association of Machinists and Aerospace Workers. The Union will use its best efforts to appoint or otherwise select committee persons who are familiar with the operations and procedures of their respective work zones. The Shop Committee has the basic responsibility for administering the agreement on behalf of the Union. It is recognized, however, that the Company in handling day-to-day problems may require to deal with other union officers and/or stewards within the areas of their respective responsibilities.

7.02

The Union may designate and the Company shall recognize shop stewards and chief stewards for such work zones as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed in writing of the name of each shop steward and chief steward and the work zone for which the Union has so designated them. The shop steward designated should be the last employee moved or transferred from the department within their classification.

The Union recognizes that there may be times when production requirements are such that it may be necessary to move a steward from their designated area on a temporary transfer only.

7.03

A shop steward or chief steward shall be permitted access to any part of the zone for which he/she is designated to inves-

tigate and deal with complaints and grievances as provided by Article 8 hereof, but only after having obtained permission from the supervisor of that work zone to leave his/her work station. Such permission shall not be unreasonably withheld.

7.04

Shop stewards and chief stewards shall perform the function herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.

7.05

Should a chief steward or shop steward have occasion to visit a work zone other than that work zone for which he/she is designated, he/she must receive the permission of their own supervisor to leave their own work zone and the permission of the supervisor of the work zone he/she wishes to enter before doing so. This provision shall apply throughout the entire shift on which the shop steward is employed, including rest periods and lunch hours. When Union business discussions are timed to coincide with rest/lunch periods, and both parties are so engaged in such rest/lunch period, then permission need not be obtained as long as both parties return to their respective departments immediately at the conclusion of the rest/lunch period. Should Union business arise requiring a visit to plants covered under the collective agreement, the president or chief steward only, shall arrange such permission through the Human Resources Manager of the Company or, in his/her absence, the senior plant official present on the premises.

7.06

The Company will provide appropriate space readily accessible to each chief steward and the president in order to allow the Union to provide a lock-up filing cabinet for each of the aforementioned union officers. The Company will provide the Union president or his/her designate office space (such as

multi-purpose labour relations room) to conduct meetings with employees regarding the resolution of shop problems.

7.07

All stewards and committee persons are to be paid their regular rates of pay while on authorized or approved union business on company premises during the regular working hours of each individual steward or committee person.

7.08

When necessary the chief steward and/or the local Union president shall have access to the plant(s) on afternoon or night shift to consult with and provide assistance and advice to stewards and/or to investigate grievances. Under such circumstances the chief steward or president of the local Union shall get permission for such a visit from the Human Resources Manager or senior plant official on the premises.

7.09 SAFETY COMMITTEE

The parties agree to the formation of a plant Safety Committee comprising of three (3) representatives of management and three (3) representatives of the Union. The Safety Committee will meet on the third Tuesday of each month, and two (2) members (one from each side) will make a tour of the plant every four (4) weeks, and other plant tours as deemed necessary by the Joint Health and Safety Committee. The Safety Committee may submit such safety recommendations for action, as it sees fit for the Company's consideration. The Company will take action within a reasonable period of time as required and related to the Occupational Health and Safety Act.

- (a) The Company will supply suitable protective equipment where required.
- (b) One (1) Joint Health and Safety union representative shall attend all safety training sessions conducted by the Company.

- (c) The Joint Health and Safety Committee worker designate shall be present at all lost time accident investigations.
- (d) The Company will notify in advance the Joint Health & Safety Committee of any significant changes to the work site, machinery or equipment to enable the committee to review these changes for any safety and compliance needs required.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01

The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible, and that adjustment of every justified complaint shall be made promptly.

8.02

An employee who has a complaint shall discuss it with his/her supervisor, in the presence of his/her shop steward, with a view to prompt and fair adjustment.

8.03 - Grievance Procedure - First Step

Should an employee not receive satisfaction from his/her supervisor in regard to a complaint made pursuant to Article 8.02 hereof, or within three (3) working days, he/she may state his/her grievance in writing in quadruplicate on the appropriate **form**. Except in grievances relating to underpayment of wages or other economic benefits, the grievance must be lodged within fifteen (15) working days of the occurrence giving rise to the grievance. The grievance shall state the issue, the part or parts **of** the agreement alleged to have been violated, and the remedy requested. The grievor may seek the assistance **of** his/her shop steward or the chief steward or the president in writing the grievance. That shop

steward shall present it to the production supervisor or supervisor concerned with such explanation and discussion as may be necessary for proper understanding of the matter. Within two (2) work days thereafter, or within such longer period as may be agreed, the production supervisor or supervisor shall return three (3) copies of the form to the shop steward with his/her decision in writing stated thereon.

8.04 - Grievance Procedure - Second Step

Should the employee not receive satisfaction in the first step, the said written grievance may be presented by the chief steward to the appropriate area manager, with such further explanation or discussion which may be necessary, provided that it shall be presented within three (3) working days of the receipt of the supervisor's reply in the first step. Within three (3) working days thereafter, or within such longer period as may be agreed, the area manager shall state his decision in writing on three (3) copies of form and return them to the chief steward. In the event that the grievance would be presented to the same manager at the second and third **step** the grievance will automatically proceed to the third step.

8.05 - Grievance Procedure - Third Step

Should the employee not receive satisfaction in the second step he/she may refer the grievance to the Shop Committee. It shall be the duty of the Shop Committee to seek a just settlement of the grievance. To this end the Chairman of the Shop Committee shall make proper investigation of the grievance, provided that he/she obtain his/her supervisor's permission to leave his/her assigned duties and report back to him on his/her return to his/her assigned duties, and provided that he/she obtain permission from the supervisor having jurisdiction in the work zone to which he/she desires access to make his/her investigation. Such permission shall not be unreasonably withheld.

8.06

Should the Shop Committee consider that a just settlement has not been made, it may present the grievance to the Company's Human Resources Manager or his/her designate within five (5) working days after the date of the decision rendered in the second step.

8.07

Within five (5) working days thereafter, the said representative shall meet the Shop Committee to discuss and adjust the grievance. An International Officer of the International Association of Machinists and Aerospace Workers may be present. Within five (5) working days after such discussion the said representative shall present the Company's final decision in writing to the Union.

8.08 - Discharge or Suspension Grievances

A claim by an employee that he/she has been discharged or suspended without reasonable and just cause may be treated as a grievance, which shall commence at the third step as provided in Article 8.05 hereof, provided that the right to a grievance shall be deemed to be waived if no grievance has been presented within five (5) working days of the aforesaid dismissal or suspension.

8.09 - Group Grievance

If more than three (3) employees engaged on the same shift simultaneously have the same alleged grievance under the same circumstances, it may be presented as a single group grievance with the name of each grieved shown. If all of the grieved in the group are under the supervision of the same supervisor, the group grievance is to be initiated at step one as provided in Article 8.03. If all of the grieved in the group are not under the supervision of the same supervisor, the group grievance is to be initiated at step two as provided in Article 8.04.

8.10

Except in grievances relating to underpayment of wages or other economic benefits, a group grievance must be lodged within twenty (20) working days of the occurrence giving rise to the grievance.

8.11 - Policy Grievance

A difference between the parties relating to the interpretation, application, administration or alleged violation of this agreement may be made the subject of a grievance and is to be initiated at Step 3 of the grievance procedure, as specified in Article 8.05. Such grievance shall be initiated by the grieving party lodging a written grievance with the other within ten (10) working days of the occurrence giving rise to the grievance. Within five (5) working days of receipt of the written grievance, the respective representatives of the parties will meet to discuss and consider the grievance. Within five (5) working days of the date of the meeting, the non-grieving party will give its reply in writing. It is the intention of the parties that the policy grievance procedure be reserved for grievances of a policy nature and will not be used to bypass the individual or group grievance procedure.

ARTICLE 9 - ARBITRATION

9.01

Any matter, which is not resolved as a result of the procedures outlined in Article 8 may be referred to arbitration, provided arbitration is requested by the tenth day of the next succeeding month following receipt of the appropriate final decision rendered under Article 8.

9.02

Within five (5) working days after notice of intent to arbitrate, has been given as provided in Section 9.01, the Company and the Union shall each notify the other in writing of its nominee to an arbitration board. Each party shall at the same time send to its nominee a copy of the notice, a copy of the grievance, of the reply or replies, and a copy of the collective agreement. No person may be nominated who has participated in an attempt to settle the grievance.

9.03 (A)

The two nominees shall meet within five (5) working days of the date of the last appointment and attempt to arrive at a settlement. If they fail to do so within five (5) working days of the date of their meeting they shall attempt to reach agreement on a suitable chairman. Should they fail to so agree within a further two (2) working days, appointment of a chairman shall be made by the Minister of Labour on request of either party or either nominee.

9.03 (B)

The Union and the Company may also agree upon a single arbitrator to hear the matter, and for this purpose will exchange nominations. Failing agreement between the parties within twenty-one (21) calendar days as to the arbitrator to be appointed, the matter shall be referred to the Minister of Labour for Ontario with the request by the parties for appointment of an arbitrator.

9.04

The board of arbitration or single arbitrator shall not make any decision inconsistent with the provisions of this agreement nor shall it alter, modify or amend any part of this agreement.

9.05

The proceedings of the board of arbitration or a single arbitrator shall be expedited by the parties hereto.

9.06

The decision of the majority of the board of arbitration, and in the event of there being no majority the decision of the chairman, shall be final and binding upon the parties and upon any employee concerned in or affected by the decision.

9.07

Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties shall each pay one-half of the expenses of the chairman of the board of arbitration.

9.08

A board of arbitration dealing with a discharge or suspension grievance shall have the power to:

- (a) confirm management's action in discharging or suspending the employee;
- (b) reinstate the employee with full seniority and compensation for time lost; or
- (c) render such other decision as it may deem just and equitable in the circumstances.

9.09

Failure by a grievor or grieving party to observe the time limits imposed for initiating a grievance, moving a grievance to the next step or calling for arbitration as provided in Article 8 or 9 will be deemed an abandonment of the grievance. The time limits may, however, be extended or curtailed in individual cases by mutual agreement of the parties.

ARTICLE 10 - SENIORITY

10.01

The parties recognize that employees are entitled to an equitable measure of job security based upon length of service.

10.02

- (A) For the first ninety (90) calendar days of employment an employee shall be considered on probation and without seniority. A probationary employee may be discharged at the sole discretion of the Employer and the discharge shall not be subject to the grievance or arbitration procedure.
- (B) Upon successful completion of the probationary period an employee shall then be credited with seniority as of the date of their first entry into the service of the rights shall be exercised on a plant wide basis.

10.03 - Layoff and Recall

The principle of seniority shall apply to layoffs and recalls in the manner set forth in this article.

10.04

For the purpose of general layoffs, seniority shall operate as follows:

- (a) The employees with the least amount of plant seniority in the **job** classification shall be the first laid off.
- (b) **An** employee scheduled **for** layoff may elect to bump an employee with less seniority **to a** lateral or lower **job** classification provided they have the ability to perform the work of that classification.

- (c) An employee scheduled for layoff who does not have sufficient seniority to bump into a lateral or lower job classification will be laid off.
- (d) An employee may elect to be laid off in lieu of exercising his/her bumping rights.
- (e) At the time of layoff, an employee will express in writing those job classifications which he will accept recall to and has the ability to perform, in addition to his original job classification.
These preferred job classifications will be restricted to five (5).
- (f) An employee shall only have recall to their original classification or any preferred job classification for a period of 24 consecutive months from the date of layoff in their original classification.
- (g) For the purposes of skilled trades apprentices and rod department/centreless grinder trainees, only seniority accumulated while working in that department will be used for determining (a)-(f). An employee that is laid off from one of these classifications may elect to bump an employee with less seniority in the prior classification that the individual was working in.

Recall Procedure

Subject to the other provisions of this article, recalls will be in the inverse order of layoffs, provided the employees to be recalled are qualified and have the ability to perform the work available.

- (a) An employee with insufficient seniority to bump at the time of layoff shall have recall rights to his/her original

classification or to a preferred lateral or lower classification he/she is qualified and has the ability to perform as referred to in Article 10.04(f).

- (b) An employee who elected to be laid off in lieu of bumping will have recall rights to his original classification or to any job classification he bumped into during the course of the current layoff period.
- (c) When it becomes necessary to increase the work force, employees will be recalled by job classification, senior employees first and will exercise recall rights in the following manner:
 - (1) Employees must accept recall to a job classification previously held.
 - (2) Employees who accept recall to a preferred job classification must accept recall to any subsequent preferred job classification above his/her current classification or be laid off from the plant. If he/she does not have the ability to perform any preferred job, he/she be laid off from the plant. In either of the above instances, he/she will then have recall rights restricted to his/her original job classification.
 - (3) Employees who reject recall to a preferred classification will then have recall rights restricted to their original job classification.10.05
Employees will be given five (5) work days of notice of general layoff.

10.05

Employees will be given five (5) work days of notice of general layoff.

10.06

For the purposes of general layoffs (Article 10.04) and shift allocation (Article 13.04) only the President, Vice President, Financial Secretary, Recording Secretary and Chief Steward shall be deemed to have greater seniority than all other employees. The afternoon Chief Steward will have greater seniority than other employees **only** within the afternoon shift.

For the purpose of this article the above mentioned union representatives will not be deemed to have greater seniority within their classification. But will entitle the designated representative to exercise their right through the bumping procedure to remain in the plant.

10.07

In a temporary layoff of two (2) days' duration or less, seniority shall not apply and notice need not be given. Should work be available in another department, it shall be offered to the employee with the most seniority in the job classification required. The Company undertakes that for any employee the aggregate total of temporary layoffs shall not exceed forty (40) working hours in any calendar year. It is not the intent of this section that hours worked during the annual inventory period be included in the above calculation.

10.08

An employee will **lose** his/her seniority for the following reasons:

- (a) Voluntarily quitting.
- (b) Discharge not reversed through the grievance procedure.
- (c) Absence from work for three (3) consecutive working days without notifying the Company, unless the employee can satisfy the Company that he was unable

to return or notify the Company because of accident, illness, or other sufficient reason acceptable to the Company.

- (d) Failure to return to work within seven (7) working days after having received notice of recall by the Company by telegram or registered mail, or within such longer period as may be mutually agreed to by the parties hereto. An employee after having received notice of recall, shall return to work or notify the Human Resources Department of the Company within three (3) working days of his intention to return within seven (7) working days. Should an employee fail to notify the Human Resources Department within three (3) working days, it shall be the Company's right to recall another employee. If the employee, not having notified the Company, should report within seven (7) working days of the notice of recall, that employee will not lose his seniority but shall not be entitled to return to work in his/her own job classification until the next recall requirement of the Company in his/her job classification. That employee, however, shall be entitled to employment at a lower job classification for which he/she has the skill, ability and qualifications as well as the appropriate seniority while awaiting recall to his/her own job classification. It is the duty of the employees to notify the Company immediately of any change of address.
- (e) Is laid off for a period of **twenty-four (24)** consecutive months.
- (f) Over-staying a leave of absence granted by the Company unless the employee can satisfy the Company that he was unable to return or notify the Company with in a reasonable period of time because of accident, illness or other sufficient reason acceptable to the Company.

- (g) An employee absent for non-work related disability for a period of twenty four (24) consecutive months. However, it is, agreed that the parties to this agreement may make exception to the seniority provisions of the section regarding a longer service employee who has suffered a major disability.

10.09

An employee transferred out of the bargaining unit will forfeit all accrued bargaining unit seniority.

10.10

The Company will extend benefits coverage to employees on temporary layoff for thirty (30) days beyond the end of the month in which the layoff occurred. Employees on indefinite layoff shall have their benefits extended to the end of the month in which they have been laid off.

ARTICLE 11 • LEAVE OF ABSENCE

11.01

Seniority shall accumulate during any approved leave of absence.

11.02

The Company may grant leave of absence without pay to employees for legitimate personal reasons.

11.03

Employees elected by the Union to attend union conventions or seminars or employees required to attend to authorized and approved union business, may be granted leave of absence therefore, without pay, but for not more than five (5) employees at any one time, and provided always that the operations of the Company shall not be adversely affected by

such leaves of absence. Such leaves of absence will not be unreasonably withheld. The Company will advance payment to the employees so affected and the Union will reimburse the Company for all actual expenses including statutory payments.

11.04 Bereavement Leave

- (a) In the case of death of the wife, husband, father, mother, son, daughter, sister, brother, Grandchildren, Step children, daughter-in-law, and son-in-law of any employee, the Company shall grant three (3) working days' leave of absence with pay. A stillborn child will be recognized as a son or daughter, upon satisfactory evidence.
- (b) In the case of the death of a brother-in-law, sister-in-law, mother-in-law or father-in-law, the Company shall grant leave of absence of one (1) day only with pay.
- (c) In addition to the above, the employee may apply for an extended leave of absence to a maximum of ten (10) working days, without pay, if necessary.

11.05 Jury Duty

The Company shall grant leave of absence with pay to employees who are absent for the purpose of blood donations, jury duty and as crown witnesses. For the purposes of this article, pay shall mean normal wages for time lost less any monies received for performing the functions requiring the leave of absence. In order to qualify for pay the employee must give the Company at least one (1) week's notice prior to the absence whenever it is within the control of the employee to do so.

11.06 Service to the I.A.M.

An employee shall be granted leave of absence without pay and benefits, but shall accumulate seniority, for up to two (2) consecutive four (4) year terms, for the purpose of full-time employment with the International Association of Machinists and Aerospace Workers. Such an employee may be granted additional leave of absence up to one (1) further year by mutual agreement of the parties hereto.

11.07 Maternity/Parental

An employee shall be granted leave of absence as established under the current legislation.

- (a) An employee is required to give the Company at least five (5) days' notice of their intent to return to work.

11.08

All leaves of absence (with the exception of bereavement leave must be requested in writing at least five (5) working days prior to the start of the requested leave. The Company will respond to a request for leave of absence in writing within two (2) working days of the request being submitted.

11.09

Employees are required to report to the company on their first day of absence for any reason. Exceptions will only be granted under extreme circumstances.

ARTICLE 12 - WAGES

12.01

Wages shall be on the basis set forth in the schedule of Wage Rates attached hereto and marked Appendix "A". In determining the appropriate rate for any employee, past time worked for the Company will be recognized.

12.02

The weekly pay period will end at the close of work on Saturday. Pay is to be distributed by cheque no later than the following Friday. So far as it is physically possible, pay for the standard day shift shall be distributed prior to the end of the day shift on Thursday. Pay for the second shift shall be distributed no later than the end of the second shift on Thursday. Pay for the third shift shall be distributed before the end of the Friday shift. Cheques will be distributed in envelopes.

12.03

- (a) Employees who are not at the top rate of their classification and who are downgraded shall have their time worked in the aforesaid classification accumulative for the purpose of automatic progression.
- (b) Employees temporarily transferred during the first hour of each shift to a higher rated classification, as a result of absence or lateness of other employees, shall be paid at least one hour's pay at the higher rate but in any case shall be paid for the full shift at the higher rate if the assignment is for one hour or more.

ARTICLE 13 - HOURS OF WORK

13.01

The regular work week shall consist of five (5) shifts of eight (8) hours each, Monday through Friday, with the exception of Third Shift. and subject to the provisions of section 13.02. The hours of the first shift will be 7:00a.m. to 3:30p.m., and of the second shift from 3:30 p.m. to 12:00a.m., and third shift to be from 12:00 a.m. to 7:00 a.m except for Sunday which will begin at 9:30p.m.. In the first and second shifts there will be an unpaid lunch period of one-half (1/2) hour. If the

Company chooses to operate a third shift in any department, in such a third shift there is to be a paid lunch period of one half (1/2) hour. The Company does not guarantee to provide either the daily or weekly hours set out herein. In summary:

- First Shift ▪ 7:00a.m. to 3:30p.m.
- Second Shift ▪ 3:30p.m. to 12:00a.m.
- Third Shift ▪ 12:00a.m. to 7:00a.m. *

*In order to provide 40 hours of pay per week, 3rd shift employees will start at 9:30pm on Sunday night and be paid a shift premium of 0.067 times the classification rate, for all hours worked on the third shift up to 37 1/2 hours.

13.01 (a)

1. The Company may operate a 'weekend shift' consisting of the following classifications Toolmakers, Electricians, Maintenance Mechanics, Maintenance Helper, and Maintenance apprentices. The weekend shift positions will first be offered on a voluntary basis. Any remaining positions will be filled on a seniority basis.
2. The designated work week will be Friday, Saturday and Sunday and the regular hours will be from 6:00am to 6:00pm
3. A shift premium will apply and is calculated based on 11.11%(4/36) of their regular rate for all hours worked during the weekend shift.
4. Overtime: The first 8 hours will be paid at time and a half. Any work performed beyond that will be paid at the rate of double time.
5. There will be a paid lunch period of one-half (1/2) hour to be taken at 11:30a.m. to 12:00p.m.
6. Employees shall receive three paid break periods as follows

One (10) ten minute period to be taken at 8:30am to 8:40am

One (10) ten minute period to be taken at 2:00pm to 2:10pm

One (10) ten minute period to be taken at 4:00pm to 4:10pm

7. Statutory Holidays: Employees will be paid 8 hours at their regular hourly rate. When a Statutory holiday falls on one of the regular scheduled shifts, Thursday will be the designated day to work which will be paid at the regular hourly rate. With the exception of the Easter weekend, which will be worked as follows:
Regular scheduled work days will be designated on Tuesday, Wednesday and Thursday and paid at the regular hourly rate.

Second shift premium will be paid after 3:30pm.

13.02

The Company may, at its discretion, operate the Plating Department and/or Tube Mill continuously in three shifts; the first shift being from 8:00 a.m. to 4:00 p.m.; the second shift from 4:00 p.m. to 12 midnight; and the third shift being from 12 midnight to 8:00 a.m. In each such shift there is to be a paid lunch period of at least one-half (1/2) hour.

13.03

- (a) In a three-shift work schedule the first third shift of the regular work week shall be that which commences at 9:30 p.m. Sunday and the last third shift of the regular work week that which commences at 12:00 a.m. Thursday.

- (b) If an employee assigned to third shift works overtime, he/she shall be paid for not less than two hours over time.

13.04- Shift Allocation

- (a) While the parties recognize that the company must be able, at all times, to maintain a qualified and competent work force on any shift, plant-wide seniority shall prevail in determining shift allocations subject to the conditions below.
- (b) To this end, shift preference on the basis of seniority has been generally established. Subject to Clause "C", once employees have passed their probationary period they shall have the right to claim shift preference in their job classification on the shift of their choice. The principle of seniority will apply among competing applicants.
- (c) Requests for changes of shift pursuant to clause (b) on or before the twenty-first (21st) day of each month may be made in writing. Allocation in respect of such request, when in order, will be made on the first working day of the following month.
- (d) Any employee benefiting from these provisions will not be eligible to be again considered for a change of shift for a period of one (1) year from the date of his/her change.
- (e) The Company will have the option of determining the shift allocation, for a limited period of:
- (1) A new employee until he acquires seniority
 - (2) An employee who is a trainee under Appendix "A" for a period not exceeding four (4) months in duration.

13.05

All lateness will result in a 15 minute deduction in 15 minute increments. So as to facilitate administration the Company will provide a 3 minute grace period. The intent of this provision is solely for the purpose of administering payment and does not excuse lateness.

ARTICLE 14 - OVERTIME

The Company will distribute overtime equitably amongst employees working in the classification, department, and shift in which overtime occurs; the purpose being to determine the allocation of overtime and serve the principle of equalization of overtime.

14.02

When overtime is required, the Company shall first approach employees, on a voluntary basis, working in the classification, shift and department requiring overtime; and second to employees working in the same classification on that shift. In the event that the Company is unable, by this procedure, to fill the necessary overtime assignments with qualified employees, it shall then have the right to direct overtime as required.

14.03

Any offer of overtime which is refused will be credited to the employee as overtime worked for the purpose of equalization of overtime. Overtime will be asked as early as possible. However refusal of overtime offered less than two (2) hours prior to the end of the shift will not be chargeable. Overtime requests will be witnessed in writing by a shop steward or union official in the presence of a supervisor.

14.04

- (a) "Departmental average" refers to the total overtime hours worked in a classification in a department divided by the total number of people in that classification.
- (b) An employee returning from an absence, except for Union Business, for the purpose of equalization, will be credited as having worked overtime equal to the average hours of overtime worked during his/her absence.
- (c) For the purpose of equalization, any overtime worked by an employee in the required classification outside of the home department, on a temporary transfer, will be credited to the employee's personal overtime record, but is not to be used for determining the home departmental average overtime record.
- (d) For the purpose of equalization, an employee who is permanently transferred to a different department via department transfer; job posting; shift preference; as well as for a new hire, the employee will assume the departmental average overtime charged for employees in the classification in the department to which he/she is moved as of the date of the move.
- (e) For the purpose of defining equalization of overtime opportunities; the mean average overtime charged to all employees working in the classification, department and shift, less 10%, will be used.

14.05

The company agrees to maintain plant-wide overtime opportunity records from January 1 to December 31 each year for every department. A copy will be posted in each department. The Chief Steward and Plant Manager or designate will certify in

writing the results of such audit no less frequently than each calendar quarter and specify the remedial action to be taken if required,

14.06

All work performed in excess of the regular shift hours on Monday to Friday shall be paid for at the rate of time and one-half.

14.07

Work performed on Saturday shall be paid for at the rate of time and one-half for the first four (4) hours and double time hereafter. If Saturday overtime is required in excess of four (4) hours but not exceeding eight (8) hours, employees called in to start the overtime shall complete the overtime.

14.08

All work performed on Sundays shall be paid for at the rate of double time.

14.09

All work performed on a statutory holiday as specified in Article 15 of this Agreement, or any day which is celebrated in lieu of said holidays, shall be paid at the rate of double time in addition to the regular holiday pay.

14.10

An employee who has completed his/her regular shift and is later called back to work shall receive a minimum of three (3) hours pay at the appropriate overtime rate.

14.11

There will be no pyramiding of overtime.

14.12

(a) Scheduled overtime on Saturdays and Sundays which begin at 7:00 a.m. will first be offered to employees in the classification and department requiring the overtime

who normally work on the shift which begins at 7:00 a.m., Monday to Friday.

- (b) Scheduled overtime on Saturdays and Sundays which begin at 3:30 p.m. will first be offered to employees in the classification and department requiring the overtime who normally work on the shift which begins at 3:30 p.m., Monday to Friday.
- (c) Scheduled overtime on Fridays and Saturdays which begin at 12:00 a.m. will first be offered to employees in the classification and department requiring the overtime who normally work on the shift which begins at 12:00 a.m., Sunday to Thursday.
- (d) For the purpose of Overtime for midnight shift, Friday and Saturday will be paid at applicable rates of Saturday and Sunday for other shifts.

ARTICLE 15 - STATUTORY HOLIDAYS

15.01

Employees who have completed their probationary period will be paid eight (8) hours or **(4)** hours for "1/2" days, at their regular rate for the following statutory holidays regardless of when they fall during the term of this Agreement:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve (1/2 day)
Canada (Dominion) Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	New Year's Eve (1/2 day)
Victoria Day	

15.02

In order to qualify for statutory holiday pay an employee must have performed his regular day's work on the last plant

working day preceding and on the next plant working day following the statutory holiday except that an employee shall not be disqualified because of absence on either day by reason of:

- (a) A lay-off of not more than twenty (20) working days prior to the nearest statutory holiday(s).
- (b) Verified illness of not more than twenty (20) working days. Such verification shall be presented to the Company within two (2) days of the employee's return to work.
- (c) Authorized unpaid leave of absence of not more than ten (10) working days.
- (d) Bereavement leave or jury duty or crown witness duty of whatever duration.

An employee shall not be disqualified from statutory Holiday pay by reason of lateness or partial absence on the next plant working day following the statutory holiday if such lateness or partial absence be for a valid reason established to the satisfaction of the Company.

15.03

Should a statutory holiday fall on a Saturday or Sunday, it shall be observed the Friday before or the Monday following the holiday. The determination of which day to observe shall be by mutual agreement.

15.04

Should any of the above statutory holidays occur during an employee's vacation period of entitlement in accordance with Article 17, such employee shall receive an extra day's vacation with pay for the statutory holiday.

15.05

In the case of an employee who has bumped to a lower rated classification within twenty (20) days prior to a given holiday, the rate of pay to be used in calculating his statutory holiday pay for that holiday will be the rate of the classification he/she was in immediately prior to the bump.

ARTICLE 16 - REPORTING PAY

If an employee reports to work at their regular time without having been previously notified not to report and no work is available for them on their regular job, they shall be given at least four (4) hours' work at some other job at their regular rate or, if no such other work is available, they shall receive four (4) hours' pay at their regular rate provided however that this clause shall not apply if work is unavailable as a result of acts or reasons beyond the Company's control.

ARTICLE 17 - VACATIONS WITH PAY

17.01

The Company shall determine by March 1 each year if they are going to close down part or all of its operations and require employees to take their vacation during such close down periods. Should a close down not be planned by the Company the period during which employees shall take vacation to which they are entitled on the basis set out below shall be determined by the Company. Employees shall submit the dates of vacation period desired with alternative dates by March 7 each year to the Human Resources Department. The Company will endeavour to comply with the submitted wishes of individual employees and where it cannot, the principle of seniority will prevail, provided the Company can maintain efficient operations. Such vacation

periods shall be posted on April 7, each year. Once posted, any changes to the individual employee's vacation schedule will be by mutual consent of the employee and the Company..

17.02

Vacations and vacation pay entitlement shall be based on an employee's number of years of service at June 30th of the current year in which the vacation is to be taken.

17.03

<u>YEARS OF SERVICE</u>	<u>WEEKS OF VACATION</u>	<u>% OF EARNINGS</u>
Less than one year	Employment Standards	
1 - 6 years	two weeks	4%
6 - 13 years	three weeks	6%
13 - 22 years	four weeks	8%
22 - 28 years	five weeks	10%
29 or more years	six weeks	12%

17.04

An employee whose employment with the Company is severed shall be entitled to vacation pay at the rate of four per cent (4%) or six per cent (6%) or eight per cent (8%) or ten per cent (10%) or twelve percent (12%) depending on their length of service, in respect of any period of their service for which they have not already received vacation pay.

17.05

Vacations shall be taken in the year of entitlement and shall not be cumulative. The vacation pay cheque will be issued no earlier than the second full payweek of July after the accrual.

ARTICLE 18 - BREAK PERIODS

18.01

Employees shall receive two (2) paid break periods of ten (10) minutes each, one in the first half of their shift and one in the second half of their shift.

18.02

At the beginning of overtime which is to last for two (2) hours, employees shall receive a paid break period of ten (10) minutes. There will be an additional ten (10) minute break period for each (2) hour period of overtime.

ARTICLE 19 - JOB POSTING

19.01

- (a) It is the right of the Company to make job assignments within a job classification essential to the maintenance of efficiency subject to the following conditions: All job vacancies with the exception of those caused by the absence of an employee(s) for reason such as illness, disability or leave of absence shall be posted. It is understood job vacancies will not be posted if employees have recall rights or preferred **job** rights to the classification in question. Job vacancies requiring posting will be outlined on the bulletin boards for three (3) consecutive days during which time employees with seniority may bid for the job provided.
- (b) Job vacancies will be filled by employees who bid for such openings on the basis of seniority provided that the employee has the capability to meet the requirements of the job.
- (c) In the case of all vacancies, the successful applicant shall have a probation period of up to thirty (30) working days in which to establish their skill, ability and

proficiency at the job. With effect from the start of the probation period, they shall be paid at the lowest progression rate applicable to the new job that will provide them with an increase. After the probation period, the successful applicant will either be confirmed in the new job or returned to their former classification. If confirmed their rate will then be increased to the full rate of the classification. The successful applicant may return to their former classification within a period of thirty (30) working days in which case the limitation of section 19.01 (d) shall apply.

- (d) If a successful applicant under clause (c) is returned to their former classification, they may not apply for another posting to the same job for a period of twelve (12) months, unless they can provide the Company with satisfactory evidence of having remedied the causes for their downgrade.
- (e) The Company will notify all applicants of the results of a posting by displaying a notice in the Cafeteria, stating the name of the successful applicant once chosen by the Company. The Company will give a list of applicants to a job posting to the Chief Steward as soon as the list is closed.
- (f) If no suitable applicant is brought forward by the posting, the Company may fill the vacancy by such other means as it deems fit and proper.
- (g) The Company in its discretion may determine that a vacancy need not be filled and all applicants, and the union, advised accordingly. The successful applicant(s) shall be automatically promoted should the vacancy become available within six (6) months of the original posting.

- (h) In the interest of production, temporary vacancies caused by the absence of an **employee(s)** for reasons such as illness, disability or leave of absence, or a vacancy not exceeding five (5) working days when the vacancy arises for any reason may be filled without posting by another employee (senior employee where possible as selected by the Company. It is agreed that in instances where a vacancy (not caused by the absence of an **employee(s)**) is expected not to exceed twenty (20) consecutive working days) the matter will be discussed with the Union President or Chief Steward with a view to determining whether the vacancy should be posted or not.

- (i) The recurrence of a specific job within thirty (30) working days of posting need not be re-posted, but will be filled if possible from any existing applicants. After thirty (30) working days if the specific job recurs, the vacancy will be posted.

- (j) Successful applicants to the job bidding procedure will not be permitted to apply for a further job posting for a period of ninety (90) days, to a maximum of two (2) times per year.

ARTICLE 20 - WELFARE

20.01 Eligibility

All employees will become eligible from the first day following completion of ninety (90) calendar days of employment.

20.02 Life Insurance

The Company will pay the premiums of life insurance for all eligible employees in the following manner:

Effective February 6, 1999 \$25,000
Effective February 6, 2000 \$28,000
Effective February 6, 2001 \$30,000

General Provisions

1) Total and Permanent Disability

If covered employee becomes totally and permanently disabled prior to his/her 65th birthday as a result of bodily injury or disease and such disability wholly prevents the employee from engaging in any occupation and from performing any work for remuneration or profit, the insurance on such a person will remain in force for the amount of insurance in effect at the time of incurring the disability and during the period of such total and permanent disability. The Company reserves the right to require satisfactory proof of such total and permanent disability at the inception and during the duration of such disability. If the person ceases to be totally disabled or fails to submit satisfactory proof of permanent disability the coverage shall terminate automatically.

2) Conversion Option

If a person's insurance terminates because he/she ceases to be eligible for insurance and while the master policy is in force, such person may, without evidence of insurability, have issued to him/her any permanent policy then issued by the insurer at individual standard rate, with supplementary benefits. A person must apply for this conversion within thirty-one (31) days after his termination of insurance and prior to his/her attainment of age 65.

20.03 Weekly Income Benefits

The Company will pay the premiums of a weekly income benefit plan when an employee is unable to work due to

illness or accident (not including motor vehicle accident. Claims resulting from motor vehicle accidents are specifically excluded from receiving benefits.

Benefit is payable following a (3) day waiting period for accident and or sickness including confinement to hospital. The weekly income benefit is payable for a maximum of twenty-six (26) weeks per medical claim.

General Conditions

Weekly Income

66 2/3% regular earnings to the next highest \$1.00 subject to a weekly maximum of \$415. The weekly income benefit is calculated on your regular weekly wages only and does not include overtime, shift premium or cost of living bonus.

Benefit relating to Weekly Maximum above will increase as follows:

February 6, 2000	Weekly Maximum - \$425.00
February 6, 2001	Weekly Maximum - \$438.00

Exception

No benefits will be payable for any period of disability:

- (1) during which the covered person is not under the regular care of a physician legally licensed to practice medicine;
- (2) if such period of disability commenced while the covered person was not actively employed due to layoff, or suspension of business operations;
- (3) if such period of disability commenced during a leave of absence granted by the Company, except that if such disability extends beyond the day the employee was scheduled to return to work from the leave of absence.

In such cases the benefit period as defined above will commence on the day he was to return to work, provided the employee advises the Company of his disability prior to the scheduled day of return to work and provides the Company with complete information of his mailing address during the period of disability. The Company reserves the right to have the employee examined and the disability validated by a doctor of its choice in the city or environment of the employee's location while disabled;

- (4) during which the covered person is entitled to periodic payments under any worker's compensation or similar law;
- (5) resulting from participating in any riot or civil commotion;
or
- (6) resulting from self-inflicting injuries, whether sane or insane. The Company reserves the right to seek a second medical opinion at its own discretion. In the event the medical evaluation of the employee's physician and the Company's physician differ, a third opinion will be sought from an independent physician.

20.04 Long Term Disability Plan

All employees will pay the premium of a Long Term Disability Plan. The Company will be responsible only for the collection through payroll deductions and remittance of premiums. This benefit is a condition of employment and participation cannot be waived.

20.05 Major Medical and Drug Coverage

The Company will pay the premiums of a major medical plan. Eligible expenses will be 100% paid. The single premium rate will be paid for a single employee and the family premium

will be paid for married male employees, and for widows, divorced women and separated women with dependants, single women with dependants, and for married women who make application for enrollment.

Eligibility

To be eligible for insurance an employee's dependant must be insured under a Provincial Health Insurance Plan.

An employee's dependent becomes eligible for insurance when the employee becomes or, if acquired later, upon becoming the employee's dependent.

The employee must be insured in order for the employee's dependents to be insured. A person may not be insured for Health Care and Dental Care Benefits

- As a dependent of more than one employee; or
- Both as an employee and as a dependant, only as an employee.

Dependent means a spouse or unmarried child under 18 years (21 years, if regularly attending school and solely dependent upon the employee for support), for Hourly employees of Arvin Ride Control Products Inc.

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; except that a person of the opposite sex living with the employee will be deemed to be the employee spouse, if such person:

- Is publicly represented as the employee's spouse; and
- Has been living with the employee for a period of at least 1 continuous year for Hourly employees of Arvin Ride Control Products Inc.

Children includes stepchildren and foster children who reside in such person's household. Notwithstanding the foregoing, to be covered as a dependent, such dependent must be claimed a dependent by the covered person for income tax purposes, of which proof is presented to the Company on January 2nd of each year.

Dependent does not include any person permanently residing outside Canada and the United States or is a member of the Armed Forces of any country. If both man and his wife are eligible for coverage, the wife and their children shall be deemed to be dependants of the man only.

Benefit

If a covered person or dependent incurs any reasonable and necessary eligible expenses of accidental bodily injury, illness or pregnancy, payment will be made in accordance with the following:

Up to a maximum of \$30,000 in respect of the lifetime of the covered person and each covered dependent less the sum of the amount of such expenses payable under any other benefit provision of this Agreement and from any other source. The total benefits payable in respect of any covered person or dependent shall not exceed the maximum benefit provided that if, the insurer approved evidence of such covered person or dependant insurability, the full maximum benefit will be reinstated. All costs associated with proof of insurability to be the responsibility of the individual not the insurer.

If a covered person and his dependants incur eligible expenses as a result of a common accident, only the cash deductible applicable to a covered person without dependent will apply to all expenses resulting from such common accident in the current calendar year and in the following calendar year.

Eligible Expenses

Eligible expenses are any reasonable and necessary charges incurred as a result of bodily injury, illness or pregnancy for the following services prescribed by a physician licensed to practice medicine:

- (1) hospital room and board in excess of the amount provided under the provincial hospital plan up to the semi-private rate of \$1,500 annual limit per family member.
- (2) oxygen;
- (3) cost of blood;
- (4) services of qualified physiotherapist (limited to an annual maximum of \$2,000) per family member or services of registered graduate nurses other than members of the person's household, when not hospitalized;
- (5) drugs and medicines recorded by a licensed pharmacist or physician; the amount will be limited to three (3) month's supply for a covered person's or dependant's condition per prescription receipt. Receipt must show name and cost of drug dispensed.
- (6) birth control pills recorded by a licensed pharmacist or physician; the amount will be limited to three (3) month's supply for a female employee and for the wife of a male employee per prescription receipt. Receipt must show name and cost of drug dispensed;
- (7) professional ambulance service to or from a hospital:
- (8) rental of an iron lung or other such equipment for temporary therapeutic use;

- (9) purchase of artificial limbs and eyes, casts, splints, braces, trusses and crutches, excluding replacement and/or repair.
- (10) Drug Plan - Pay Direct with \$5 cap on dispensing fee.
-Meditrust with \$0 deductible.

20.06 Dental Plan

The Dental plan will provide coverage based on:

- (1) The 1998 O.D.A. rate of fees effective February 6, 1999
- (2) The 1999 O.D.A. rate of fees effective February 6, 2000
- (3) The 2000 O.D.A. rate of fees effective February 6, 2001.

Eligible expenses are not to exceed \$1,100/family member per annum.

20.07 Prescription Safety Glasses

The Company will pay a maximum of one hundred and fifty dollars (\$150) every twenty-four months per employee with proof of purchase.

20.08 Safety Shoes

The Company will pay one-half the cost of two (2) pairs of safety shoes in each calendar year for each employee who has attained seniority. The other half of the cost shall be deducted from the pay of the employee.

20.09

The Company will pay an employee injured during his shift of work for the balance of that shift provided that he is medically certified unable to work the balance of the shift as a result of the accident.

20.10 Termination of Welfare Plans

A person's participation in the welfare plan as outlined in 20.02, 20.03, 20.04, 20.05, 20.06, 20.07, 20.08 and 20.09 will terminate automatically on the earliest of the following dates:

- 50
- (a) the date of termination of the master policy or policies with the insurer;
 - (b) the date on which the employee ceases to be eligible for insurance or on the date of his termination of employment;
 - (c) the date on which the person attains age 65.

20.11

It is agreed that no plan or policy relating to the coverage's outlined in articles 20.02, 20.03, and 20.05 shall be incorporated into this agreement unless mutually agreed to by both parties in writing.

20.12

Should the total cost per employee of the foregoing welfare benefits be reduced during the term of this agreement through the enactment of legislation, any savings shall be paid to or for the benefits of the employees in a manner to be mutually agreed by the parties.

ARTICLE 21 - COST-OF-LIVING ALLOWANCE

The Union and Company recognize that a cost of living allowance (cola) was previously negotiated as part of prior collective agreements. This language has been suspended and deleted from the current collective agreement as it is currently inactive. Both parties agree that any subsequent negotiations regarding cola clause will use previous language from prior agreements as a starting point for incorporation to future collective agreements.

ARTICLE 22 - SUPERVISORS

22.01

By notice on the bulletin board the Company shall notify the Union of the names of all supervisors and their regular appointed work areas of authority. Such work areas of authority may be changed temporarily and without notice. In order to maintain efficient and orderly operations, it is recognized that any supervisor may direct an employee to perform a specific task. The instructions issued by the last supervisor shall prevail.

22.02

It is understood that the function of the supervisor is to supervise, and they will not perform work coming within the scope of the bargaining unit except for the purpose of instructing employees, work of an experimental nature, and in an emergency. The intent of the Company is that no supervisor shall perform work that would deprive a member of the bargaining unit from earning income. It is further understood that no supervisor shall perform work in any event that would tend to create a speed-up process. For the purposes of Shipping and Receiving Supervisors, the following reasons shall constitute an emergency under this section.

- (A) Absence of a shipper and receiver.
- (B) Assisting to load trucks when time is of an essential nature.
- (c) Filling orders when bargaining unit employees are not available and time is of an essential nature. The Company shall ensure that the easements allowed in (a) and (b) above will not be invoked unnecessarily.

22.03

It is recognized that engineers and quality control technicians shall, by the nature of their position, have the right to perform any work necessary to ensure or improve the quality of the product.

ARTICLE 23 - PENSION PLAN

23.01

The Company agrees to make payments to the I.A.M. Labour Management Pension Fund (Canada) for each employee performing work in a job classification covered by this Collective Agreement as follows:

- (a) The Company agrees to make payments to the I.A.M. Labour Management Pension Fund for each employee performing work in a job classification covered by this Collective Agreement as follows:

Effective Date	Daily Rate	Weekly Maximum
Feb 6, 1999	\$5.60	\$28.00
Feb 6, 2000	\$6.80	\$34.00
Feb 6, 2001	\$8.00	\$40.00

- (b) For purpose of this Article, each day paid for, as well as days of paid vacation, paid holidays and other days for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as days for which contributions are payable.
- (c) Contributions for a full-time permanent employee is payable after 12 months of employment.

GROUP RRSP

The responsibility of the company will be limited to the collection and remittance of future employee contributions. (Pending sufficient enrollment required by North American Life.)

23.02

The Company and Union further agree as follows:

- (a) The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.
- (b) The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Pension Benefits Standards Act and the Income Tax Act so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal Income Tax purposes.
- (c) All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.
- (d) If the Company shall fail to make its contributions to the Pension Fund by the twentieth (20th) day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contribution, including
- (e) reasonable attorneys' fees and arbitration fees, in addition to interest in an amount equal to one per cent (1%) of the unpaid contribution for each full calendar month the contribution remains unpaid.

23.03

The parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada). Copies of any renewal or extension agreements will be promptly furnished to the Pension Fund Office and, if not consistent with the Agreement, can be used by the Trustees as the basis for termination of participation of the Company.

23.04

This obligation to contribute covers all employees covered by the collective agreement.

23.05

By payment of the contribution provided in this section the Company shall be relieved of any further liability and pension shall be payable only from the Trust Fund.

23.06 Early Retirement Incentive plan

Under this plan all eligible employees, age 60 and over, will receive \$23.00 per year of service, maximum of 25 years. Payment will be made monthly after the first 30 days until the employee reaches the earlier of the age of 65 or death. Benefit will increase as follows:

February 6, 2000 \$24.00 per year of service, to a maximum of 25 years

February 6, 2001 \$25.00 per year of service, to a maximum of 25 years

This is in addition to their I.A.M.A.W./ARVIN pension plan. The Company will extend and pay the premium of major medical

~~and~~ dental benefits covered in the collective agreement. The employee is required to give written notice of at least 90 days prior to the retirement date, subject to company approval. Any employee taking the early retirement package loses full seniority and recall rights.

ARTICLE 24 - TERMINATION

24.01

This agreement will remain in force until the 6th day of February, 2001. Unless written notice of a desire to terminate or amend the agreement is given by either party not less than thirty (30) days nor more than ninety (90) days immediately prior to the termination date of the agreement, the agreement shall continue from year to year. In the event of such continuance on a yearly basis, notice of a desire to terminate or amend the agreement must be given by either party no less than thirty (30) days nor more than ninety (90) days immediately prior to the anniversary date of this agreement.

24.02

This agreement cancels and supersedes all previous agreements between the parties hereto, oral or written and contains the whole agreement between the parties. No change in or amendment to this agreement shall be binding unless in writing and signed by the parties hereto.

APPENDIX A
WAGE SCHEDULE AS OF 2/06/99

		START	6TH MONTH	12TH MONTH	18TH MONTH	24TH MONTH/
CODE	CLASSIFICATION					START
400	Toolmaker					22.20
320	Electrical Technician					22.20
300	Mechanical Maintenance					22.20
270	Tub Mill Set-Up Operator					19.55
385	Rod Department Machine Set-Up Operator					19.17
360	Centreless Grinder					18.05
255	Inner Cell Operator					16.55
253	Troubleshooter					16.52
251	Maintenance Helper					16.52
265	Cut-Off Set-Up Operator					16.50
250	Master Set-Up					16.48
245	Overhead Crane/Tube Mill Helper					16.44
240	Laboratory Utility					16.38
190	Chemical Waste					16.31
200	Spray Painter					16.20
170	Plating Set-Up Operator					16.20
220	Inspection					16.17
130	Arc Welder					16.15
107	Cell Operation A	12.95	13.65	14.35	15.05	16.15
140	Receiver/Shipper/Stockroom	12.57	13.27	13.97	14.67	15.77
180	MRO Tool Stores Attendant	12.57	13.27	13.97	14.67	15.77
175	Multi Spindle Driller/Tapping Operator	12.50	13.20	13.90	14.60	15.70
90	Material Handling Equipment Operator	12.45	13.15	13.85	14.55	15.65
115	Paint Stripper	12.39	13.09	13.79	14.49	15.59
105	Cell Operator B	12.24	12.94	13.64	14.34	15.44
100	Machine Operator A	12.14	12.84	13.54	14.24	15.34

(continued...) CODE	CLASSIFICATION	START	6TH MONTH	12TH MONTH	18TH MONTH	24TH MONTH/
80	Cell Operator C	12.10	12.80	13.50	14.20	15.30
70	Production Help	12.00	12.70	13.40	14.10	15.20
60	Janitor/Matron	12.00	12.70	13.40	14.10	15.20
30	Examiner	12.00	12.70	13.40	14.10	15.20
2nd Shift Premium - 22 Cents 3rd Shift Premium - 25 Cents *Progressive Rates Apply to New Hires Only						

APPENDIX A							
WAGE SCHEDULE AS OF 2/06/99							
	START	AFTER	AFTER	AFTER	AFTER	AFTER	
	RATE	30 DAYS	90 DAYS	60 DAYS	120 DAYS	150 DAYS	
CLASSIFICATION	PER HOUR	WORKED	WORKED	WORKED	WORKED	WORKED	
Inspector Trainee	15.49	15.56	15.65	15.69	15.76	16.14	
Set-Up Trainee	15.31	15.36	15.41	15.47	15.76	—	
	1st Month	2nd Month	3rd Month	4th Month			
Laboratory Utility Trainee	15.44	15.65	15.90	16.15			
	START	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	RATE	50 DAYS	100 DAYS	150 DAYS	200 DAYS	250 DAYS	300 DAYS
CLASSIFICATION	PER HOUR	WORKED	WORKED	WORKED	WORKED	WORKED	WORKED
Maintenance Trainee	15.62	15.75	15.91	16.17	16.49	16.72	—
Tube Mill Set-Up Operator Trainee	15.80	15.98	16.17	16.37	16.69	—	—

APPENDIX A**WAGE SCHEDULE AS OF 2/06/2000**

		START	6TH MONTH	12TH MONTH	18TH MONTH	24TH MONTH/
CODE	CLASSIFICATION					START
400	Toolmaker					22.90
320	Electrical Technician					22.90
300	Mechanical Maintenance					22.90
270	Tub Mill Set-Up Operator					20.00
385	Rod Department Machine Set-Up Operator					19.62
360	Centreless Grinder					18.50
255	Inner Cell Operator					17.00
253	Troubleshooter					16.97
251	Maintenance Helper					16.97
265	Cut-Off Set-Up Operator					16.95
250	Master Set-Up					16.93
245	Overhead Crane/Tube Mill Helper					16.89
240	Laboratory Utility					16.83
190	Chemical Waste					16.76
200	Spray Painter					16.65
170	Plating Set-Up Operator					16.65
220	Inspection					16.62
130	Arc Welder					16.60
107	Cell Operation A	12.95	13.65	14.35	15.05	16.60
140	Receiver/Shipper/Stockroom	12.57	13.27	13.97	14.67	16.22
180	MRO Tool Stores Attendant	12.57	13.27	13.97	14.67	16.22
175	Multi Spindle Driller/Tapping Operator	12.50	13.20	13.90	14.60	16.15
90	Material Handling Equipment Operator	12.45	13.15	13.85	14.55	16.10
115	Paint Stripper	12.39	13.09	13.79	14.49	16.04
105	Cell Operator B	12.24	12.94	13.64	14.34	15.89
100	Machine Operator A	12.14	12.84	13.54	14.24	15.79

(continued...)		START	6TH MONTH	12TH MONTH	18TH MONTH	24TH MONTH/
CODE	CLASSIFICATION					
80	Cell Operator C	12.10	12.80	13.50	14.20	15.75
70	Production Help	12.00	12.70	13.40	14.10	15.65
60	Janitor/Matron	12.00	12.70	13.40	14.10	15.65
30	Examiner	12.00	12.70	13.40	14.10	15.65
2nd Shift Premium - 22 Cents 3rd Shift Premium - 25 Cents 'Progressive Rates Apply to New Hires Only						

APPENDIX A		WAGE SCHEDULE AS OF 2/06/2000					
	START	AFTER	AFTER	AFTER	AFTER	AFTER	
	RATE	30 DAYS	90 DAYS	60 DAYS	120 DAYS	150 DAYS	
CLASSIFICATION	PER HOUR	WORKED	WORKED	WORKED	WORKED	WORKED	
Inspector Trainee	15.94	16.01	16.10	16.14	16.21	16.56	
Set-Up Trainee	15.76	15.81	15.86	15.92	16.21	—	
	1st Month	2nd Month	3rd Month	4th Month			
Laboratory Utility Trainee	15.89	16.10	16.35	16.60			
	START	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	RATE	50 DAYS	100 DAYS	150 DAYS	200 DAYS	250 DAYS	300 DAYS
CLASSIFICATION	PER HOUR	WORKED	WORKED	WORKED	WORKED	WORKED	WORKED
Maintenance Trainee	16.07	16.20	16.36	16.62	16.94	17.17	—
Tube Mill Set-Up Operator Trainee	16.25	16.43	16.62	16.82	17.14	—	—

APPENDIX A		WAGE SCHEDULE AS OF 2/06/2001				
CODE	CLASSIFICATION	START	6TH MONTH	12TH MONTH	18TH MONTH	24TH MONTH/ START
400	Toolmaker					23.65
320	Electrical Technician					23.65
300	Mechanical Maintenance					23.65
270	Tub Mill Set-Up Operator					20.50
385	Rod Department Machine Set-Up Operator					20.12
360	Centreless Grinder					19.00
255	Inner Cell Operator					17.50
253	Troubleshooter					17.47
251	Maintenance Helper					17.47
265	Cut-Off Set-Up Operator					17.45
250	Master Set-Up					17.43
245	Overhead Crane/Tube Mill Helper					17.39
240	Laboratory Utility					17.33
190	Chemical Waste					17.26
200	Spray Painter					17.15
170	Plating Set-Up Operator					17.15
220	Inspection					17.12
130	Arc Welder					17.10
107	Cell Operation A	12.95	13.65	14.35	15.05	17.10
140	Receiver/Shipper/Stockroom	12.57	13.27	13.97	14.67	16.72
180	MRO Tool Stores Attendant	12.57	13.27	13.97	14.67	16.72
175	Multi Spindle Driller/Tapping Operator	12.50	13.20	13.90	14.60	16.65
90	Material Handling Equipment Operator	12.45	13.15	13.85	14.55	16.60
115	Paint Stripper	12.39	13.09	13.79	14.49	16.54
105	Cell Operator B	12.24	12.94	13.64	14.34	16.39
100	Machine Operator A	12.14	12.84	13.54	14.24	16.29

(continued...) CODE	CLASSIFICATION	START	6TH MONTH	12TH MONTH	18TH MONTH	24TH MONTH/
80	Cell Operator C	12.10	12.80	13.50	14.20	16.25
70	Production Help	12.00	12.70	13.40	14.10	16.15
60	Janitor/Matron	12.00	12.70	13.40	14.10	16.15
30	Examiner	12.00	12.70	13.40	14.10	16.15
2nd Shift Premium - 22 Cents 3rd Shift Premium - 25 Cents Progressive Rates Apply to New Hires Only						

APPENDIX A		WAGE SCHEDULE AS OF 206/2001					
	START	AFTER	AFTER	AFTER	AFTER	AFTER	
	RATE	30 DAYS	90 DAYS	60 DAYS	120 DAYS	150 DAYS	
CLASSIFICATION	PER HOUR	WORKED	WORKED	WORKED	WORKED	WORKED	
Inspector Trainee	16.44	16.51	16.60	16.64	16.71	17.09	
Set-Up Trainee	16.26	16.31	16.36	16.42	16.71	—	
	1st Month	2nd Month	3rd Month	4th Month			
Laboratory Utility Trainee	16.39	16.60	16.85	17.10			
	START	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	RATE	50 DAYS	100 DAYS	150 DAYS	200 DAYS	250 DAYS	300 DAYS
CLASSIFICATION	PER HOUR	WORKED	WORKED	WORKED	WORKED	WORKED	WORKED
Maintenance Trainee	16.57	16.70	16.86	17.12	17.44	17.67	—
Tube Mill Set-Up Operator Trainee	16.75	16.93	17.12	17.32	17.64	—	

Appendix B

E.I. SAVINGS PLAN

50% No Outside resources (within E.I. team) and less than \$500 in Capital

25% No Outside resources (within E.I. team) and less than \$1000 in Capital

15% All savings will be reduced by costs of resources used.
example:

Engineer Time @ \$50/hr.

Design Draftsman @ \$50/hr

Maintenance labour @ \$35/hr

Payouts will be based on actual savings over a 12 month period.

E.I Savings Plan will be paid out as outlined above with the distribution of those amounts as follows:

25% Directed to the overall workforce pool.

75% Directed to the individual team members.

Example:

EI Improvement suggestion = estimated \$10,000 savings per year. If team completes without outside help, at the end of the year after Implementation, the payout = \$5,000 (or 50% of whatever the actual savings was during the year since being completed).

APPENDIX C

New Technology

Technological changes should be for the benefit of the Company and Employees; it is recognized that these changes will from time to time impact on the work-place. It is

agreed that technological change shall be deemed **as** a significant change in work methods, machinery or equipment.

In the event of such changes the Company shall:

- (a) Present to the plant committee proposals for technological change, as soon as possible, but at least two (2) months in advance of the planned implementation.
- (b) Discuss with the plant committee, the planning and implementation of the technological change and any relevant classification or rate change.
- (c) Wherever possible, train the existing workforce on any equipment, machinery or methods which may have changed the job before hiring from outside.
- (d) Assign to the bargaining unit any new job created by the introduction of new technology, provided that the job supersedes or directly relates to existing bargaining unit work.
- (e) In conjunction with the union endeavour to implement further education and training of the workforce to lessen the impacts of new technology. The conditions set forth above through consultation between union and company will allow the Company to compete effectively in the market place and thereby provide economical secure jobs for its employees.

TRAINEES

When trainees are required by the Company, the Company shall post notice of its desire to accept applications for one or more trainees.

Subject to the provisions of Article 19.01(b), the Company shall have the sole and exclusive right to judge the aptitude and qualifications of the applicants and hence to select the applicant or applicants it deems most suited. The Company therefore has the right to reject any or all applicants.

A successful applicant shall remain at their existing rate of pay while being instructed in the use of the tools and in the basic knowledge or theory necessary as a prerequisite of the training programme.

During the period of instruction outlined in the preceding paragraph the successful applicant shall continue to work at the assigned tasks of their existing category when not receiving instruction.

Having attained proficiency in the use of the necessary tools and knowledge to the satisfaction of the supervisor, the successful applicant shall then become a trainee at the starting rate of the trainee programme being entered.

The Trainee shall then undergo on-the-job training as directed by their supervisor, and having attained proficiency in any task in their future category may be required to perform that task.

The Trainee's rate of pay shall progress in the steps shown above, but at each step their supervisor shall review their progress to indicate whether such progress has been satisfactory or not.

Should the trainee fail to make satisfactory progress after a reasonable trial, it shall be the supervisor's right to discontinue the trainee's programme and reduce the employee to the category and rate of pay they enjoyed before entering the trainee category. Such reduction of status should not, however, be made without at least one 30 work-day period of warning of unsatisfactory progress, except in obvious cases where the welfare of the work and of the tools might be in jeopardy.

The last rate shown in each new category is the starting rate of the operator classification. Progression from this rate will be automatic to the maximum for the classification, according to the schedule of rates and progression in the current agreement.

The company reserves the sole and exclusive right to accelerate an employee in the Training Rate and Progression Range and in the Job Rate Progression Range if in the judgement of the Company the employee's progress in the classification merits such action.

Rod Department Machine Set-Up Operator and Centreless Grinder Trainees

In recognition of the need for the development and training of employees to fulfill the Company's production needs, a training program will be established for the **Rod** Department Machine Set-up and Centreless Grinder positions. This program is as follows:

The Departmental Supervisor, utilizing the assistance of trained personnel, will be directly responsible for the training of employees within his department. The supervisor will monitor progress of trainee(s) through each Class of training

and may promote according to provisions described in Appendix E (Trainees). Each distinct stage will be defined in the following table with the wage rate established in Appendix A. Please note, the duration of training per level is an approximation and left to the discretion of the supervisor based on the employee's abilities. Abilities in this case will be defined as an employee's achievements in maintaining an acceptable level of production and product quality relative to their designated level of training.

Centreless Grinders

CLASS	APPROXIMATE TIME	RATES
Class One	Six Months	\$16.15/hr
*Setup & Operate		
Class Two	Twelve Months	\$16.65/hr
*Setup & Operate, Diameter Changes,		
Class Three	Fifteen Months	\$17.15/hr
*Setup & Operate, Diameter Changes, Wheel Changes, Troubleshooting		
Class Four	Eighteen Months	\$17.66/hr
*Ability to train others		

NOTE: Class Four can only be achieved if job opening is available and posting is placed.

Rod Department Machine Set-Up Operator

CLASS	APPROXIMATE TIME	RATES
Class One	Six Months	\$17.27/hr
*Setup & Operate		
Class Two	Twelve Months	\$17.77/hr
*Setup & Operate, Diameter Changes,		
Class Three	Fifteen Months	\$18.271hr
*Setup & Operate, Diameter Changes, Wheel Changes, Troubleshooting		
Class Four	Eighteen Months	\$18.77/hr
*Ability to train others		

NOTE: Class Four can only be achieved if job opening is available and posting is placed. All trainees will abide by the Job Posting provisions outlined in Article 19.

SKILLED TRADES TRAINING PROGRAM

The Company is prepared to provide a training program to enhance the job skills of our trades persons ("Training Program") and adjust the pay of individuals who successfully complete the program. The agreements would be as follows:

1. The Training Program will be developed by the Company and will be open on a voluntary basis to any employee within all classifications of journeyman skilled tradespersons. The training program will include class room instruction, video presentations and "hands on" instruction. It is anticipated that the Training Program will be conducted off-site at a Community College in the Toronto area.
2. The Training Program will be developed and conducted at Company expense. Participants will not be charged a fee. All classroom training will be scheduled during the participant's off shift. Participants will not receive pay for time spent in the Training Program, for travel from the training site or for any time spent preparing for such Training Program. Participants will be responsible for their own travel expenses.

The Training Program shall consist of the following three levels. Course subject and Contents are subject to change as the program is developed.

Level	Millwright	Electrician	Toolmaker
Level 1	Hydraulics 1	Hydraulics 1	CNC Training
	Pneumatics 1	Pneumatics 1	Hydraulics 1
	Welding	Electricity 1	Pneumatics 1
Level 2	Electricity 1	Electricity 2	Metrology
	Prog Controllers 1	Prog Controllers 2	Electricity 1
	Electric Codes/Safety	Hydraulics 2	Kruse Dbase Mgt
Level 3	Electricity 2	Control Structures	Introduction to Acad
	Hydraulics 2	Prog Controllers 2	Hydraulics
	Prog Controllers 2	Electronics 1	

In order to achieve Level One, Level Two or Level Three status, the participant must obtain a score of at least 80% on each written test for such level and successfully pass a "hands on" demonstration of ability in each of the subjects taught for such level.

5. Participants who successfully complete the above training shall receive the following
 - Level One : Additional \$.40 / hour above the hourly rate
 - Level Two Additional \$.40 / hour above the hourly rate
 - Level Three : Additional \$.40 / hour above the hourly rate

6. A participant may "test out" of any and all levels by obtaining a score of at least 80% on the written test for such level and successfully passing a "hands on" demonstration of ability in each of the subjects taught for such level.

7. Participants who are dismissed or withdraw from the Training Program or fail to pass the test for achieving Level One, Two or Three status may only be readmitted to the Training Program with the Company's consent.

SUMMER /TEMPORARY STUDENTS

The parties have agreed to the following:

1. "Summer/Temporary Employees" will not accrue seniority.
2. Based on the above, Article 5, 8 and 10 of the Collective Agreement will not apply for "Summer Temporary Employees."
3. All "Summer/Temporary Employees" will be paid a flat rate of nine dollars (\$9.00) an hour. The only classifications that he/she will be employed in will be from Production Help to Cell A.
4. This agreement will be in effect from June 1st to & September 30th each year.
5. When overtime is required full time and probationary employee will be asked first.

MODIFIED WORK PROGRAM

The Company and the Union agree that it is their joint responsibility to ensure that employees who are disabled due to injury or illness at work are afforded all available opportunities to participate in rehabilitation programs by way of rehabilitative employment through the Modified Work Program.

To support this commitment, the Company and the union agree to form a joint-committee aimed at establishing processes which allow for the identification of rehabilitative opportunities and promote the successful *re-integration* of employees into the workplace. Any disputes arising from the

administration of the program will be addressed in a scheduled meeting with the joint committee.

It will be the objective of the program to have opportunities for modified work identified, have the Company discuss these opportunities with the employee and the treating physician and, work together in rehabilitating the employee to their fullest potential.

SKILLED TRADES APPRENTICESHIP

INTRODUCTION

The Company and the Union agree that, if the Company, in its sole discretion, decides to offer apprenticeships in provincially certified trades, this Memorandum of Agreement shall apply. Nothing in the collective agreement or this Memorandum shall require the Company to engage apprentices at any time, or in any particular trade.

APPRENTICES

(a) Apprentices shall serve a four (4) year apprenticeship.

WAGE SCALE FOR APPRENTICES.

(b) The following wage scale shall apply to journeymen apprentices.

Length of Service

For 1st 1000 hours

For 2nd 1,000 hours

For 3rd 1,000 hours

For 4th 1,000 hours

For 5th 1,000 hours

Rate per Hour

60% of the job rate for a licensed member of the trade

65% of the job rate for a licensed member of the trade

70% of the job rate for a licensed member of the trade

75% of the job rate for a licensed member of the trade

80% of the job rate for a licensed member of the trade

For 6th 1,000 hours	85% of the job rate for a licensed member of the trade
For 7th 1,000 hours	90% of the job rate for a licensed member of the trade
For 8th 1,000 hours	95% of the job rate for a licensed member of the trade
Journeyman Status:	100% of the job rate for a licensed member of the trade

TRAINING STANDARDS FOR APPRENTICES

All terms of this are consistent with and supplementary to the collective agreement.

1. Qualifications of an Apprentice

In order to become apprenticed under this plan, persons must have the following qualifications:

- (a) At least eighteen (18) years
- (b) Graduate of grade twelve (12) High School or Technical High School or its equivalent level of education.
- (c) An interest and aptitude toward learning the trade
- (d) A certificate of medical fitness from a doctor chosen by the company.

2. Term of Apprenticeship

- (a) The complete term of apprenticeship shall be four (4) years, which shall include the probationary period.
- (b) Credit may be granted, in justifiable instances and at the sole discretion of Company, to applicants with previous training or experience. Such training or experience must, however, be either as an apprentice with another Company or as shopwork with Arvin. The shopwork must be directly related to the schedule of practical

training assignments in the apprenticeship. The maximum credit for such shopwork will be 1 year.

(c) With written advice to the Director of Apprenticeship, the Company may extend the term of apprenticeship in individual instances where advisable due to:

- (1) loss of time due to sickness, accident, lay-off etc.
- (2) failure to make satisfactory progress in practical shop work or related classroom instruction.

3. **Application for Apprenticeship**

All applicants for apprenticeship shall be made on the form supplied by the Company. -Upon acceptance, this form will be mailed to the Director of Apprenticeship.

4. **Practical Training**

- (a) Each apprentice shall receive training in the specific.
- (b) The apprentice will keep a record of the type of work performed in relation to the training, on a daily basis and have the total verified weekly by the Company

5. **Academic Training**

Apprentices shall, on their own time, regularly attend designated evening classes receive instruction in subjects related to the trade.

Apprentices shall also be required, on their own time, to attend any training courses, which may be subsequently provided, for the study of the trade.

6. **Apprentice Agreement**

- (a) Each apprentice shall enter into a written agreement

with the Company to the term and conditions of apprenticeship.

- (b) The Apprentice Agreement shall be registered with the Apprenticeship Branch of the Ministry of Labour, Province of Ontario.
- (c) The Apprentice Agreement shall be transferable to another employer, only by mutual consent of all parties to this Agreement. Notice of such transfer will be sent to the Director of Apprenticeship.

7. Hours of Work

The hours of work, overtime, conditions, rules, regulations and penalties governing working conditions shall be as stated in the collective agreement.

8. Continuity of Employment

When, in the sole judgement of the Company, conditions of business do not permit continuity of employment, the Company may, in its sole discretion, shorten hours, arrange a transfer, or lay-off an apprentice.

9. Supervision of Apprentices

- (a) The supervision of apprentices including hiring of apprentices, assignment of work, instruction, check and progress and disciplinary action, shall be the responsibility of management.
- (b) The arrangement of courses of study, obtaining and furnishing reports, maintaining of records, communications with the Director of Apprenticeship, counseling of apprentices and co-ordination of apprentice training, shall be the responsibility of a member of the Human Resources Department.

10. **Reasons for Discharge of an Apprentice, or Extension of the Term of Apprenticeship**

An apprentice may be discharged and have his contract cancelled "for just cause", and any of the following reasons:

- inability to learn
 - unreliability
 - unsatisfactory work
 - lack of interest in his work or related education
 - failure to attend classes of related instruction
 - medically unfit
- (b) The following steps in communications must be taken prior to discharge for reasons one through seven above:
1. Counseling with the apprentice, in private, by the Department Supervisor member of the Human Resources Department and the Shop Steward at the request of the Department Supervisor.
 2. Written notification of the action to be taken sent to the Director of Apprenticeship with request for his assistance in advising the apprentice.
 3. Written notification to the apprentice
- (c) If, an extension of the term of apprenticeship (at the specified rate of pay) will be a satisfactory solution, such action may be taken in lieu of discharge.

11. **Tools**

- (a) Each apprentice will build up, at his own expense, a suitable chest of tools necessary for carrying out his trade. It is expected that this will be done progressively through out the four year period.

- (b) The company will grant \$100.00 per _ year to assist an apprentice in building his tool kit. Apprentice must have completed one year of apprentice program to be eligible.

12. **Amendments**

The terms of apprenticeship may be amended by the company and the union as the situation necessitates providing each of the following provisions are satisfied:

- (a) That the revision is consistent with the collective agreement.
- (b) That either of the parties to the then existent apprentice agreements give their written consent to the revision or the company agrees that the existent apprentice agreements are unaltered by the revision.
- (c) That notice is given in writing to the Director of Apprenticeship.

APPENDIX D

All memorandums of agreement, job descriptions, and letters of understanding that remain valid in this collective agreement will be kept in a master file in the union office and Human Resources office.

EXHIBIT ONE

The Company agrees to discuss with the Union any training programmes involving bargaining unit employees prior to implementation, during the term of the present Collective Agreement.

EXHIBIT TWO

The Company agrees that employees will not be assigned to do work in a lower paid classification except for reasons such as machine or equipment breakdown, department shutdown, parts shortages, absences, changes in production priority or specific lack of work for the employees. When an employee works in a lower paid classification, the employee will be paid at *his/her* regular classification rate.

EXHIBIT THREE

When the Company requires to move employees outside their classification due to lack of manpower for reasons such as vacations, absence, sickness, leave of absence or change in production priorities, the Company agrees to first approach employees within the department on a voluntary basis who are qualified to perform the work available. In the event that the Company is unable by this procedure to fill the necessary job assignments with qualified employees, it shall have the right to direct upgrading, based on physical capabilities and prior work experience, as required.

When the Company requires to move employees outside their classification due to lack of work for reasons such as machine or equipment breakdown, department shutdown, part shortage or changes in production priorities, the Company agrees that no employees will be upgraded to a 72

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IN WITNESS WHEREOF the parties have caused this agreement to be executed by their duly authorized officers and representatives.

FOR THE
COMPANY

Joseph Fernandes
Production Manager

Al Pontes
Manager of Finance and
Administration

Marilyn McDonald
Human Resources
Manager

Kevin Erickson
Manufacturing Engineer
Manager

FOR THE
UNION

Margaret Miller
President of Local 1295

Pat Murphy
I.A.M. Business
Representative

Kevin Kelly
Chief Steward

Plutarco (Chico) Pacheco
Committee person

Aklilu Zere
Committee person

Carol Campbell
Committee person