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| SOURCE            | C-3077A |    |    |
| EFF.              | 95      | 03 | 02 |
| TERM.             | 97      | 02 | 28 |
| No. OF EMPLOYEES  | 130     |    |    |
| NOMBRE D'EMPLOYÉS | 130     |    |    |

**AGREEMENT**

**Between**

**EXCEL METALCRAFT, LTD.**

**Aurora, Ontario**

**and**

**NATIONAL AUTOMOBILE,**

**AEROSPACE AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA (CAW-CANADA)**

**and**

**ITS LOCAL 396**

020/205

**March 1, 1995**

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THIS LABOR AGREEMENT, entered into as of the 1st day of March, 1995:

**BETWEEN:** EXCEL METALCRAFT, LTD.  
(hereinafter called the "Company")

-and-

**NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 396**  
(hereinafter called the "Union").

### ARTICLE 1 - SCOPE

1.01 The words "employee" or "employees," whenever used in this Agreement shall mean all employees of the Company at Aurora, Ontario, save and except supervisors, ones above the rank and supervisors, sales, clerical and office staff, and professional and management technical staff.

1.02 This Agreement is entered into by the Union on its own behalf and on behalf of all employees covered by this Agreement.

### ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement.

### ARTICLE 3 - UNION SECURITY

3.01 As a condition of employment, all persons must become and remain members of the Union. For the purpose of this Article, a person who has paid his initiation fee and regular monthly dues shall be deemed to be a member of the Union. Such dues and fees tendered by an employee must be accepted by the union.

3.02 The Company shall, during the life of this Agreement, deduct as a condition of each employee's continued employment, an amount equal to the regular Union dues and initiation fees, as provided for in the Union Constitution and certified by the Union to the Company from the second paycheck due in each calendar month to each such employees and remit the same prior to the tenth (10th) day of the month following the month in which such deduction is made to the Financial Secretary of Local 396 of the Union.

#### ARTICLE 4 - NONDISCRIMINATION

- 4.01 There shall be no discrimination by the Company or the Union or its members against any employee because of membership, non-membership in any lawful Union or because of his sex, race, color, religious creed, national origin, age, or any other prohibited condition under the Ontario Human Rights Code.
- 4.02 Where the male pronoun is used in this Agreement to represent an employee, it is understood and agreed it is applicable to female employees as well.

#### ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union agrees that the Company has the exclusive right to manage and operate its plant and equipment and to carry on its business as it sees fit, subject only to the restrictions imposed by law. The Union also agrees that the Company has the exclusive right to decide from time to time all matters relating to the terms and conditions of employment of the employees, including and without restricting the generality of the foregoing; all matters relating to the hiring, direction, promotion, demotion, transferring, or laying off of employees; the right to retire employees at age 65 subject to existing legislation; the remuneration to be paid to them; the duties and conduct to be required of them; this right being subject only to the restrictions imposed by law or by the terms of this Agreement. The Company agrees that it will not discipline, suspend, or discharge (as distinguished from layoff) any seniority employee without just cause. The Company shall furnish the Union with a record of all employees whose seniority is terminated.

#### ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 Neither the Union or any members thereof nor any employee shall take part in, or call, or encourage any strikes (as such term is defined in the Ontario Labour Relations Act) or any other collective action which will interfere in any way with production or distribution of the Company's products nor shall the Company engage in any lockout (as such term is defined in the Ontario Labour Relations Act) with respect to the employees during the term of this Agreement.

## ARTICLE 7 - PLANT COMMITTEE AND GRIEVANCE PROCEDURE

The Company will recognize from among the employees a plant committee of not more than six (6) in number of which four (4) of those members shall be the Negotiating Committee. The local union president shall be considered a part of the Negotiating Committee. Should the president already be on the Committee, the membership of that Committee shall remain at four (4). The company will recognize and deal with the plant committee in all matters properly arising out of this Agreement, and the plant committee will cooperate with the Company in the administration of this Agreement. The names of the chairperson and members of the plant committee from time to time selected shall be given to the Company, in writing by the Union, and the Company shall not be required to recognize any committee person until it has been notified in writing by the Union of the names of such committee person. The plant committee will be selected by the Union so that each member thereof represents a different area of operations (including a representative for the night shift); and the Company is scheduling and assigning employees from time to time will, subject to the efficiency of operations, leave such committee person in the area of operations he represents. Union activity will be as specifically authorized by this Agreement.

7.02 In this agreement a grievance shall only of a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable. Any alleged grievance shall be presented to the Company or, in the case of a Company grievance, presented to the Union, within five (5) regular working days after the date on which the facts or events upon which such alleged grievance is based shall have existed or reasonably should have become known to the employee or employees affected thereby or to the Union or to the Company as the case may be. Any grievance not presented within the five (5) day time limit shall not be considered under this Agreement unless agreed between the parties. There is the mutual desire of the parties hereto that all grievances be dealt with as soon as possible.

Should an employee have a grievance, it shall be dealt with through the following procedure.

- (a) **Step 1:** The employee must first take his grievance to his immediate supervisor for discussion and opportunity for adjustment. The employee may be accompanied at this discussion by his committee person. If a satisfactory settlement is not reached within two (2) regular working days, the grievance shall be appealed and advanced to Step 2.
- (b) **Step 2:** The grievance shall be presented in writing by the employee through his committee person to the Human Resources Department within (5) regular working days following the discussion in Step 1. The written grievance will be discussed by the Local Union Committee and representatives of Plant Management within five (5) regular working days from the date of submission of the written grievance. The Company shall give its written answer to the Union within three (3) regular working days of the date of the meeting.
- (c) **Step 3:** If a satisfactory settlement is not reached in Step 2, the grievance shall be appealed in writing by the committee person in writing to the Company within three (3) regular working days of the date of the answer in Step 2. A meeting will be held within ten (10) regular working days (unless mutually extended) with the Local Committee, the National Union Representative, Local Plant Management, and Corporate Representatives should the Company so desire. The aggrieved employee(s) may attend this meeting at the request of the Union. The Company shall give a decision in writing to the National Union within ten (10) regular working days following the meeting.
- (d) **Step 4:** If the Company's answer in Step 3 is not acceptable to the Union, the grievance may be referred to arbitration as hereinafter provided through the Union giving written notice of appeal to the Company within ten (10) regular working days following receipt of the Company's answer in Step 3.

7.04 Should a grievance arise directly between the Company and the Union (as distinguished from an employee grievance), it shall be dealt with through the following procedure.

- (a) **Step 1:** The grievance must be submitted in writing by either of the parties to the other.
- (b) **Step 2:** A meeting will be held by the Plant Committee and the General Manager or his representatives within five (5) regular working days of submission of the written grievance. The party to whom such matter was submitted shall reply in writing within five (5) regular working days from the date of the such meeting.
- (c) **Step 3:** Failing agreement, the party to whom such matter was submitted, may appeal the grievance in writing within ten (1) regular working days of receiving the reply in Step 2. A meeting will then be held with the Local Union Committee, the National Union Representative, Local Plant Management, and its designated representatives and representatives of Corporate Management if the Company so desires. The party to whom such matter was submitted shall reply in writing within ten (10) regular working days from the date of the meeting.
- (d) **Step 4:** Should the answer in Step 3 not be satisfactory, the matter shall then, by notice given in writing by the aggrieved party within fifteen (15) regular working days from the date of the answer in Step 3, be referred to arbitration as hereinafter provided.

7.05 Any decision not appealed from one step to the next step in the grievance procedure within the time limits prescribed shall be considered settled on the basis of the last decision and not subject to further appeal or reconsideration unless the time has been mutually extended. Failure of the Company to respond within the time limits described in the grievance procedure shall be considered as having settled the grievance in favor of the aggrieved party unless the time has been mutually extended. Mutual extensions in Steps 1 and 2 shall be in writing while it is agreed that grievances in Step 3 are mutually extended but not to exceed thirty (30) days from the date of appeal in Step 2 unless unusual circumstances prevail. If any grievance, either between an employee and the Company or between the Union and the Company, is not satisfactorily determined under the foregoing provisions and should either the Union or the Company desire to carry the matter further,



the matter shall then, by notice in writing given to the other party within ten (10) regular working days from the giving of the decision at Step 3 (or in the case of a difference arising directly between the Company and the Union, from the delivery of the reply mentioned in the preceding paragraph) be referred either by the Company or the Union to arbitration as hereinafter provided.

7.06

As an alternative to the regular arbitration procedure, either one of the parties shall have the option of referring a post third step grievance to a Grievance Commissioner in the following procedure:

The employer and the Union hereby agree to the appointment of a person as a single arbitrator to be known as a Grievance Commissioner, who will set aside such time as may be requested by the employer and the Union to consider and determine grievances referred to him hereunder for final and binding arbitration. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Clause 7.07.

Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of grievances to be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commission are set out in the schedule hereto.

The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:

- (i) be consistent with the provisions of the Agreement
- (ii) be confined to the grievance referred to him.

The Union and the employer shall each be responsible for one-half (1/2) the expenses of any fees payable to the Grievance Commissioner.

The parties, when referring a grievance to the Grievance Commissioner, shall also provide him with the Step II summary (or as amended by agreement of the parties) and the decision of the Management Representative at the Step II and Step III.

The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to reply provided such are mailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner.

The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of the facts can be written and provided to each party and the Grievance Commissioner before the commencement of the hearing.

The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

The Grievance Commissioner must render his decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after his decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of his decision.

7.07

Any matter so referred to arbitration shall be held by an arbitrator to be selected from a panel of three (3) to be proposed by the party filing the grievance. Should all members of this Panel be rejected, the other party shall submit a panel of three (3) from which one shall be selected. If such an arbitrator cannot be agreed upon, the matter shall be referred to the Minister of Labour of the province of Ontario, and he shall be requested in writing by both the Union and the Company to select an arbitrator. The findings of the arbitrator as to the facts and as to the violation of the provisions of this Agreement, including any question as to whether a matter is arbitrable, shall be conclusive and binding upon the Company, the Union,

and the employees, but in no event, shall the arbitrator be authorized to alter, modify, or amend any part of this Agreement.

- 7.08 The Union and the Company shall each be responsible for one-half (1/2) of the expenses and fees payable to the arbitrator which shall be such as he may reasonably require.
- 7.09 Should any seniority employee be suspended or discharged from his employment after the date hereof and believes that such suspension or discharge is not for just cause, such suspension or discharge shall constitute a matter to be dealt with under the provisions of this Agreement respecting adjustment of grievances. Any such matters must be presented at Step 2 of the grievance procedure within three (3) regular working days after the date of such suspension or discharge and not otherwise. Any matter not referred to the grievance procedure within the three (3) day time limit shall not be considered under this Agreement unless agreed between the parties.
- 7.10 In the event it should be decided that the suspension or discharge of any employee is without just cause, the Company shall reinstate such employee and pay full compensation (less amounts of money earned by the employee during the time lost) at the employee's hourly rate for the time lost limited, however, to a maximum of forty (40) hours per week. Upon such reinstatement, there shall be deemed to have been no break in such employee's continuous service with the Company.
- If an employee is being suspended or discharged, a Committee person shall be present when such employee is being informed that he is being suspended or discharged provided a Committee person is available in the Plant when such meeting takes place. If no Committee person is available in the Plant, the Union will be notified at the start of the next regularly scheduled shift.
- 7.11 Upon an employee's request, he may have a Union representative present at a disciplinary conference.

## ARTICLE 8 - SENIORITY

Subject to Article 9, **seniority of an employee shall mean the total length of continuous service with the Company within the bargaining unit provided that six (6) employees of the Company who are from time to time members of the plant committee shall, and the president of the Local Union shall, for the purpose of layoff only, be deemed to have a greater length of continuous service than any of the other employees of the Company and be retained so long as work is available and they are willing and able to perform the work.** Among the six (6) employees and/or the president who from time to time are members of the plant committee, **such six (6) members and/or the president shall have length of service with respect to one another in the order of their respective length of continuous service.**

**8.02 An employee's continuous service with the Company shall be broken and his employment shall be deemed terminated if that employee:**

- (a) quits;**
- (b) is discharged and is not reinstated pursuant to the provisions of this Agreement;**
- (c) is absent from work for three (3) consecutive days without notifying the Company during such period and giving reason satisfactory for such absence;**
- (d) fails while on layoff to report for work within five (5) regular working days after the later of the time specified in the notice to report for work or the date of the receipt of such notice. Notice shall be given by registered mail (return receipt requested) to the employee's residence last shown on the records of the Company and shall be conclusively deemed to have been received five (5) regular working days following the date of mailing; unless the employee can present evidence that the delivery was not made or attempted to be made;**
- (e) is laid off or is off because of illness or nonoccupational injury for a period of twenty-four (24) consecutive months or the length of seniority up to thirty-six (36) months, whichever is greater.**

In making temporary assignments, the Company will, to the extent permitted by the requirements of operations, have regard for the seniority of the employees reasonably available. When it is necessary to so temporarily assign a senior employee, the period of assignment shall be a maximum of fifteen (15) working days unless mutually agreed between the Company and the Union to extend the period. The Company agrees to post temporary vacancies extending beyond fifteen (15) working days provided it is able to select the most senior employee possessing the necessary experience and qualifications. In situations when no candidates apply the Company has the right to select the most qualified employee outside the classification. It is agreed that such temporary vacancies will not exceed six (6) months, or up to nine (9) months to cover maternity, parental or adoption leaves of absence, and will be to provide coverage for employees who are not at work or unable to perform work within their classification. It is recognized by the parties to this Agreement that temporary assignments may arise from time to time for which the language in this Article does not provide adequate direction. In such circumstances, mutual agreement will be needed to determine an appropriate course of action.

- (a) Where a job vacancy is to be filled in classifications other than numbers two (2) through eight (8), the Company will, before filling such vacancy, post a notice of the vacancy for three (3) regular working days. Within ten (10) regular working days after the posting is removed, the Company will give notice of the job award or other results of the posting. In awarding postings, the Company shall consider the following two (2) factors in determining which employees are to be promoted or demoted:
- (i) seniority;
  - (ii) the requirement and efficiency of operations and the qualifications of the individual to fill the normal requirements of the job.

When in the judgment of the Company, which shall not be exercised in an arbitrary or discriminatory manner, factor (ii) is to all intents and purposes equal as between two (2) or more employees, their relative seniority shall govern.

With the exception of promotion, an employee will be restricted to one successful job bid per twelve (12) month period. In cases of voluntary demotion, employees will be disqualified from bidding for twelve (12) months from the date of demotion.

- (b) The Company will determine **the** number of "occasional employees" **required** for each classified **job** covered in classifications numbered **two** (2) through eight **(8)**. **Employees** presently holding the position of "occasional" will remain in that position, and **future openings** will be filled through the posting procedure using seniority as the criteria for selection. **"Occasional"** employees will be **moved** into the permanent **job** for which they hold the "occasional" classification **when there are openings using** the seniority acquired in the occasional **position** to determine **their selection**. Employees in the "occasional" classification must accept permanent assignments as they become available.
- (c) When temporarily **reducing** the workforce due to **operational requirements which are of** a temporary nature and are **one** (1) shift or less, employees directly may be laid off by **seniority** classification, department and **shift** provided the employee(s) **with** the higher seniority remaining on the **job** possess the **ability to** satisfactorily perform the available work.

#### 8.05

**Where an** employee or employees are on layoff without **having** suffered a **break** in continuous **service within** the **provisions of** Section 8.02 **hereof** and individuals are being **hired by** the Company for **jobs** other than those **of** a temporary or emergency nature, the employees on layoff **shall have** preferential **rights** to be recalled in this section hereinafter called "recall rights" in accordance with **the following** provisions:

- (a) The Company **shall maintain** a list hereinafter **called a** "recall list" **showing** the names of **all** employees **with** recall rights and **such a list shall also show** the order in which **such** employees **were** laid off. When workers **are** required by the Company, the Company shall examine the **recall** list and determine **which** individuals named therein **are qualified** to fill the **normal requirements of the jobs available**. **From among such qualified individuals and to the extent of the number of jobs available, the Company shall select those most recently laid off**. A notice shall be sent to each such **selected individual** in accordance with the provisions of Section 8.02 (d) hereof.
- (b) The individuals **to whom** such notices **are sent** and who **report ready** for work at the time and place of **hiring** as set out in such notices (or in **any event within**

the time limits specified in Section 8.02 (d) hereof shall, if they are then so qualified to fill the normal requirements of the jobs available, be recalled in inverse order to that which they were laid off. In such recall, there shall be deemed to be no break in such employee's continuous service.

- (c) All laid off employees will be recalled provided they are able to perform the available work.

- 8.06 It is also understood that the Company shall be entitled to fill any jobs available on a temporary basis pending the recalling of those having recall rights.
- 8.07 During a period when there are employees on layoff with recall rights, the Company may permit an employee, from time to time, to perform work which one or more such employees with recall rights would otherwise, under the provisions of this Agreement, have the right to be recalled to perform provided that in performing such work such employees will not be given the opportunity to work overtime if other qualified employees are available and provided that such employee who performs such work is retained by the Company to perform work of a skilled or semi-skilled nature and such skilled or semiskilled work does not require all of his time. The Company will keep the Union fully informed as to the operation of this clause and will discuss with the Union from time to time any problems which arise hereunder in an effort to settle such problems.
- 8.08 When openings occur, in the General Assembly classification, resulting in a shift change, the Company shall post these openings for two (2) regular working days. Requests shall be honored in line with seniority. Employees may change shifts through this procedure a maximum of two (2) times in a twelve (12) month period. It is recognized that the Company has the right to assign employees to shifts as required for training purposes for a reasonable period of time and the lowest qualified seniority person in the classification shall be so assigned.
- 8.09 An employee who transfers out of the bargaining unit into a management position as defined in Article 1 shall have his seniority frozen. If he returns to the bargaining unit, it shall be a position where his seniority entitles him to and for which he is entitled. Any employee who leaves the bargaining unit after date of ratification of this Agreement will only have the right to return under this Article for a period of ninety (90) days from the date of leaving.

## ARTICLE 9 - PROBATIONARY EMPLOYEES

No individual in the employ of the Company shall acquire any seniority rights under this Agreement until he has worked sixty (60) days in a twelve (12) consecutive month period. At the expiration of the sixty (60) days of work, the individuals seniority shall coincide with this date of hire. A probationary employee shall be on trial during such period and shall have access to the grievance procedure in accordance with the Ontario Labour Relations Act.

## ARTICLE 10 - HOLIDAY PAY

- 10.01 The expression "holiday", wherever used in this Agreement, shall mean any one of the following:
- New Year's Day (01/01/96, 01/01/97)
  - Heritage Day (when so proclaimed, otherwise the third Monday in February)
  - Good Friday
  - Victoria Day
  - Canada Day
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Christmas Day (12/25/95, 12/25/96)
  - Boxing Day (12/26/95, 12/26/96)
  - The day immediately preceding Christmas Day (12/27/95, 12/27/96)
  - The day immediately preceding New Year's Day (12/29/95, 12/31/96)
  - An additional designated holiday (12/28/95, 12/30/96)
- 10.02 For every holiday, regardless of the day on which it is observed, the Company will pay to each seniority employee an amount equal to his applicable hourly rate times eight (8) provided that such employee qualified for holiday pay as provided in Section 10.03 hereof.
- 10.03 To qualify for holiday pay, employees must meet the following eligibility rules unless otherwise provided herein.
- (a) The employee has seniority as of the date of the holiday;
  - (b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and
  - (c) The employee must have worked his last scheduled work day prior to and his first scheduled work day after such holiday.



Eligible employees who are absent their last scheduled day before the holiday or their first scheduled day after the holiday ~~or the following~~ reasons shall receive pay for such holiday:

- (a) Sickness substantiated by a doctor's certificate;
- (b) Compensable injury;
- (c) Jury duty or subpoenaed witness as defined in *this Agreement*;
- (d) Attendance at funeral of immediate family as defined in *this Agreement*;
- (e) Other valid reasons which the Company at its sole discretion, may find acceptable.

When one of the above holidays falls within an eligible employee's vacation period and he is absent due to said vacation, he shall be paid for such holiday. An employee who does not work his last scheduled work day before the holiday by reason of being on layoff or on an authorized leave of absence shall nevertheless qualify for holiday pay if he works his first scheduled work day following the holiday; and an employee who works his last scheduled work day following the holiday was that he was on layoff or an authorized leave of absence. It is understood, however, that the above shall only qualify an employee for either the holiday immediately following the commencement of such layoff or such leave of absence or the holiday immediately preceding such layoff or leave of absence. Paid holidays following a layoff shall be grouped if observed consecutively, and Saturday and Sunday shall constitute a break in the consecutive period.

10.04

Should an employee be required to work on a holiday in addition to the pay to which he is entitled pursuant to section 10.02 hereof, he shall be paid for work so performed on such holiday at the rate of one and one-half (1½) times his applicable hourly rate.

## ARTICLE 11 - HOURS OF WORK/OVERTIME

- 11.01** For the purpose of this Agreement, the **work week** shall commence at midnight Sunday-Monday and, except as in this Agreement otherwise specifically provided, all **work performed** in a **shift** or **other** similar work period (including any extension thereof) shall be deemed to have been performed in the same day in which that **shift or other similar** work period commenced.
- 11.02** The **regular work week shall be forty (40) hours**, Monday to Friday inclusive. This Agreement shall not be construed as a guarantee of hours of work per day, **week, month** or year.
- Regular **shift hours for the first shift** will be from 7:00 a.m. to **3:30 p.m. (8 hours)**; regular shift hours for the second shift will be ~~from 4:00 p.m. to 2:30 a.m. (10 hours)~~. **The Company retains the exclusive right to change the second shift hours back to 4:00 p.m. to 12:30 a.m. provided sixty (60) days written notice is given.** If a **third shift is required**, the shift hours will be determined by the Company based on the requirements of this shift. **The Company will notify the union prior to initiation of a third shift.**
- 11.03** **Subject to Section 11.04 and 11.05 hereof**, every employee shall be paid at the rate of one and one-half (1½) times his applicable hourly rate for all **work performed by him and required by the Company** in excess of eight (8) hours in the same day.
- 11.04** Every employee shall be paid at the rate of one and one-half (1½) times his applicable hourly rate for all **work performed** on Saturday.
- 11.05** Every employee shall be paid at the rate of two (2) times his applicable hourly rate for all work performed on Sunday. Further to this, **second shift employees required to work a sixth day in a week while on the current four (4) day ten (10) hours per day workweek shall be paid two (2) times his applicable hourly rate.**
- 11.06** For the purpose of this Article, there shall be included in the applicable hourly rate the **current amount of the cost-of-living adjustment provided for Item 6 of Schedule A.**

- 11.07 In selecting employees to work required overtime, the Company will to the extent that such employees are available and are qualified to do the work to be performed, endeavor to allocate such overtime equitably among the employees. The Company will maintain a list of such overtime. This list will be available to the Union upon request. Overtime refused or not worked when scheduled will be charged to the employee.
- 11.08 The Union and its committee recognizes that customer requirements may require overtime work on a daily or weekly basis. The Union agrees to cooperate with the Company in working such overtime.
- 11.09 The Company will grant a "wash-up" period of five (5) minutes before the end of each half of each shift for all employees.
- 11.10 A rest period of ten (10) minutes for each half shift will be allowed. If an employee is scheduled to work more than one-half (1/2) hour beyond his regular shift, he will be allowed a ten (10) minute rest period to be taken at the end of his regular shift.
- 11.11 In the event that an employee reports for work on his regular shift, without having been previously notified not to report, he will be given at least four (4) hours' work at his applicable rate of pay, or if no work is available, he will be paid the equivalent of four (4) hours at his applicable hourly rate of pay in lieu of work. Such report-in pay shall not be applicable if the Company has made an effort to contact the affected employee or work is not available because of fire, severe weather conditions, or other acts of God. No disciplinary action will be taken by the Company because of absences due to the above reasons.
- 11.12 Any employee who has completed his shift and, having clocked out and left the premises, is then asked to work overtime, shall receive a minimum of four (4) hours' pay at his applicable hourly rate.
- 11.13 The Company will give as much notice of overtime to be worked as is reasonably possible. The Company agrees to ask employees for overtime before the end of the lunch break whenever possible with the following provisions:
- (a) if the employee is asked before the end of the lunch break and refuses overtime, the employee will be charged with the overtime for equalization purposes, and

- (b) if the employee is asked after ~~the end of the lunch break and refuses~~ overtime, the employee will not be charged with the overtime for equalization purposes.

## ARTICLE 12 - VACATIONS

- 12.01 For the purpose of ~~this~~ Agreement, ~~a week~~ shall mean a period of seven (7) consecutive days including ~~Saturdays, Sundays, and holidays falling within the period,~~ provided that, if a holiday falls within ~~the period~~ of such a vacation, such holiday shall be added to the length of the vacation period.
- 12.02 Every employee who, on July 1, 1995, and on each July 1 thereafter, ~~has~~ completed one (1) or more years of continuous service with the Company shall thereafter within ~~the following~~ year be granted and shall take two (2) weeks' vacation with pay.
- 12.03 Every employee who, on July 1, 1995, and on each July 1 thereafter, ~~has~~ completed six (6) or more years of continuous service with the Company, shall thereafter within ~~the following~~ year be granted and shall take three (3) weeks' vacation with pay.
- 12.04 Every employee who, on July 1, 1995, and on each July 1 thereafter, ~~has~~ completed thirteen (13) or more years of continuous service with the Company, shall thereafter within ~~the following~~ year be granted and shall take four (4) weeks' vacation with pay.
- 12.05 Every employee who, on July 1, 1995, and on each July 1 thereafter, ~~has~~ completed twenty-five (25) or more years of continuous service with the Company shall thereafter, within the following year, be granted and shall take five (5) weeks' vacation with pay.
- 12.06 Every employee who, on July 1, 1995, and on each July 1 thereafter, ~~has~~ completed thirty (30) years or more of continuous service with the Company shall thereafter, within the following year., be granted and shall take six (6) weeks' vacation with pay.
- 12.07 The vacation pay for each week of vacation with pay granted to each employee under ~~this~~ Agreement shall be equal to two percent (2%) of his total pay for the year ending on the preceding June 30, provided that, if an employee, with the consent of the Company takes his vacation prior to June 30 of

the calendar year, he will be paid the aforesaid percentage of his total pay for the period of time ~~from~~ July 1 of the ~~preceding~~ calendar year up to and including the last day worked by prior to the commencement of such vacation and ~~such~~ employee shall thereafter, as of the next following June 30, receive the aforesaid percentage of his total pay for the intervening period.

12.08 Notwithstanding **anything** herein contained, it is understood **that** no employee shall receive less vacation or less vacation pay ~~than~~ provided for under the Employment Standards Act (latest revision) and regulation made thereunder and amendments thereto. Employees shall receive vacation pay at the time **such** vacation is taken.

12.09 The **Company** agrees **that** it shall post the vacation schedule (summer shutdown) for the year **by** March 15 ~~of~~ the year for **which** vacations are to be scheduled.

### **ARTICLE 13 - WAGES**

13.01 The wage rates and range of wage rates for employees are set forth in Schedule A attached hereto and **forming** part **of** this Agreement. This schedule is effective March 1, 1995.

### **ARTICLE 14 - BULLETIN BOARDS**

14.01 The **Company** agrees that the **Union** shall have the right to post on a **bulletin board** designated by the **Company** in the **Company's** premises notices of Union meetings, Local 396 appointments, and **Union** election results. All **other** notices posted on the Union bulletin board shall be subject to the prior written approval of management.

### **ARTICLE 15 - LEAVE OF ABSENCE**

15.01 The **Company** agrees upon **two (2)** weeks written application therefore to grant sufficient leave of absence, without pay, to not more than two (2) employees at **any** one time for the purpose of official **Union** business, not to exceed **more than one (1)** week's duration.

15.02 The **Company** may grant leave of absence without pay, retroactive when justified by the circumstances, to any employee for legitimate personal reasons; and any person who is absent with **such** **written** permission shall continue to accumulate seniority during **his** absence. It is **agreed** that the **Company** will provide the **Union** with a copy of each leave of absence authorization.

- 15.03 Leaves of absence for reason of pregnancy, parental and/or adoption shall be granted in accordance with the Employment Standards Act (latest revision). In addition to the above specified leave, an employee may, upon written request and the presentation of medical justification, apply to the Company for an extension of such leave but such extension shall not exceed six (6) months. In the case of such extension, the employee must present to the Company a statement signed by a legally qualified medical practitioner that she is physically fit to resume normal duties.

#### ARTICLE 16 - JURY DUTY- SUBPOENAED WITNESSES

- 16.01 Any seniority employee who is required by law to serve on any jury and who serves during hours in which he would otherwise be employed by the Company (exclusive of overtime hours), shall be paid equal to the difference between the jury duty pay he receives and the amount he would have received from the Company for such work. Employees must notify the Company prior to serving on the jury, or their selection and furnish the Company with a statement showing jury pay and hours spent on jury duty. The Company agrees to pay for subpoenaed witnesses, not to exceed one (1) day's pay per appearance, for a maximum of eight (8) hours at base rate. Should the employee receive a witness fee, the Company will pay the difference between the fee and the time lost.

#### ARTICLE 17 - NIGHT SHIFT PREMIUM AND MISCELLANEOUS

- 17.01 Every employee shall be paid a premium of twenty-five cents (\$0.25) per hour for work performed by him during second shift hours and not within his regular day working hours. Every employee shall be paid a premium of twenty-five cents (\$0.25) per hour for work performed by him during third shift hours and not within his regular day working hours. Such night shift premium shall not be part of an employee's applicable or regular hourly rate.
- 17.02 Payment of wages shall be made weekly prior to lunch break on Thursday.

17.03 Employees not included in the bargaining unit shall not perform work normally assigned to production workers except under the following conditions:

- (a) Instruction or training of employees;
- (b) Engineering and production methods, research and development;
- (c) In an emergency situation where no qualified bargaining unit employee(s) is available in the plant and if said emergency is expected to last more than two (2) hours, qualified bargaining unit employee(s) will be called in to perform said work.

17.04 Each employee will keep the Company advised of any change in his address and telephone number. For the purpose of Section 11.11, an employee will be considered to have been previously notified if the Company leaves a message (oral or written or by telephone) at the address provided for above.

#### **ARTICLE 18 - HEALTH & SAFETY**

18.01 The Company will pay for replacement of safety lenses and/or frames broken or pitted during the normal course of employment. Prescription lenses must be ordered through a company-approved source.

18.02 Effective January 3, 1995 the Company shall provide an annual allowance of fifty dollars (\$50) to be paid to the employee upon presenting a receipt for purchase of approved safety footwear. However, in no case, shall the allowance exceed the amount of the purchase.

18.03 The parties hereto recognize the importance of safety provisions in the plant for the welfare of the employees and protection of the Company's property. The Company agrees to make reasonable provisions for the safety and health of its employees during the life of their employment. There shall be a permanent safety committee consisting of at least two (2) persons from the Company and two (2) persons from the Union, or such greater numbers as the Company may decide, who shall be employees of the Company. The Committee shall be selected in equal numbers by the Union and the Company. The names of the committee members shall be posted on the Company bulletin boards. This committee shall investigate, discuss, and submit recommendations calculated to relieve any unsafe or unhealthy condition that may exist. These recommendations are to be submitted to the Company and the Company agrees to make efforts to improve any safety defect

or unhealthy condition which the committee may call to its attention. The committee shall meet on a scheduled monthly basis. The member or members representing the bargaining unit employees shall designate in writing to the Company one (1) of their members to inspect the physical condition of the workplace not more often than once a month and to investigate cases of serious accidents. The committee shall keep minutes of its meetings.

#### ARTICLE 19 - WELFARE

19.01 The Company agrees to provide the welfare benefits or pay the premium for these benefits as set forth in Schedule B attached hereto, subject to the terms and conditions of such Schedule B.

#### ARTICLE 20 - BEREAVEMENT PAY

20.01 When death occurs in a seniority employee's immediate family, the employee will be excused with pay for a period not to exceed three (3) days with the time to be taken within three (3) regular working days of the funeral. The Company may require proof of such death. For the purposes of this section, the members of the immediate family shall be limited to mother, stepmother, father, stepfather, brother, sister, wife, husband, current partner, children, children of current partner, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

#### ARTICLE 21 - RETIREMENT

21.01 The Company will continue the pension plan for the life of this Agreement with provisions as listed in Schedule P of this Agreement,

#### ARTICLE 22 - DEROGATORY NOTES

22.01 Written or verbal derogatory notes or notifications of suspension or discharge shall be given within five (5) regular days of the occurrence or the time of the Company's knowledge of the reason for discipline.

**Any** written or verbal derogatory notes or notifications of suspension will be removed from an employee's record after a period of twelve (12) months unless reversed through the grievance procedure.





ARTICLE 23 - TERMINATION OF AGREEMENT

23.01 This Agreement shall remain in effect for two (2) years fr  
date hereof and, unless either party gives to the other party  
written notice of termination or a desire to amend the  
Agreement, then it shall continue in effect for a further one (1)  
year period without change, and so on from year to year  
thereafter.

23.02 Notice that amendments are required or that either party  
intends to terminate the Agreement shall only be given during  
the period of not more than ninety (90) days and not less than  
thirty (30) days prior to 12:00 o'clock midnight February 28,  
1997. If notice of amendment or termination is given by either  
party, the other party agrees to meet for the purpose of  
negotiations.

23.03 It is understood that during any negotiations following upon  
notice of termination or notice of amendment, either party may  
bring forward counter-proposals arising out of, or related to,  
the original proposals.

IN WITNESS WHEREOF, the parties hereto have caused this  
Agreement to be executed by their respective duly authorized  
officers.

EXECUTED on the 1st day of March, 1995.

EXCEL METALCRAFT, LTD. NATIONAL AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL  
IMPLEMENT WORKERS  
UNION OF CANADA  
(CAW-CANADA) AND ITS  
LOCAL 396.

/s/ Greg Gurd

/s/ Dan Clark

/s/ Jacquie Little

/s/ Dale Lee

/s/ Richard Rumpfelt

/s/ Helen Maynard

/s/

/s/ Barb Franczyk

/s/

/s/ Linda Yetman

Schedule A

| <u>Job Classification</u>   | <u>Starting Rate</u> | <u>60 Days</u> | <u>120 Days</u> | <u>180 Days</u> |
|---|----------------------|----------------|-----------------|-----------------|
| 1. General Assembler  | \$ 13.74             | \$ 13.89       | \$              | \$              |
| 2. Janitor  | 13.69                | 13.89          |                 |                 |
| 2a. Degreaser   | 13.99                | 14.19          |                 |                 |
| 2b. Driver<br>Lineloader<br>Shipper/Receiver<br>Tool Crib Attendant | 13.79                | 13.99          |                 |                 |
| 3. Inspector  | 13.86                | 14.19          |                 |                 |
| 4.  |                      |                |                 |                 |
| 5. Die Setter<br>Die Set Up Operator<br>Layout Inspector            | 14.17                | 14.59          |                 |                 |
| 6. Spray Painter  | 13.99                | 14.19          |                 |                 |
| 7. Mig/Tig Welder   | 14.12                | 14.25          | 14.58           |                 |
| 8. Roll Form Operator   | 14.17                | 14.27          | 14.37           | 14.59           |
| 9. Maintenance  | 14.87                | 14.97          | 15.47           |                 |
| 10. Electrician   | 17.39                | 17.54          |                 |                 |
| 11. Tool & Die Maker  |                      |                |                 |                 |
| (a)   | 22.43                |                |                 |                 |
| (b)   | 21.18                |                |                 |                 |
| (c)   | 19.93                |                |                 |                 |
| 12. Industrial Millwright   | 18.40                | 18.55          |                 |                 |

NOTE: "Days" as denoted in the above schedule shall be interpreted as days worked.

With reference to Schedule A, it is understood and agreed:

1. The Company agrees to increase the current wage scheduled by \$0.35 per hour effective on March 1, 1995 and by an additional \$0.30 per hour effective on March 1, 1996.
2. Where an employee is assigned Group Leadership by the Company, he shall, during such period of Group Leadership, be paid thirty cents (\$0.30) per hour in addition to his regular rate.
3. An employee who is temporarily assigned to work in a job classification carrying a higher rate of pay than the occupational classification from which he was assigned shall receive such higher rate of pay for the period of time he is working in such job classification.
4. An employee who is temporarily assigned to work in a job classification carrying a lower rate of pay than his regular job classification shall be paid the rate for his regular job classification.
5. If an employee in a job classification meets the requirements of the Company, he shall progress from the starting rate to the job rate within the time limits indicated.
6. The Company agrees to continue the Cost of Living Allowance using the current formula for the term of the new Agreement. The Cost of Living Allowance (increase or decrease) will be determined by changes in the Canadian Consumer Price Index using the 1981 CPI equals 100. Adjustments shall be in the first full week of June, September, and December in each year of the Agreement. The 1995 March Index shall be used as the base. The June adjustment shall use the April Index as the reading; the September adjustment shall use the July Index as the reading, and the December adjustment shall use the October Index as the reading. The amount of each adjustment shall be determined by taking the difference between the base (March 1995) and the reading and divide the difference by .19 disregarding any fractions in the results obtained and multiplying by one cent (\$0.01). The maximum annual payments under this Article will be \$0.30 in year one of the Agreement and \$0.35 in year two of the Agreement. Any outstanding Cost of Living Adjustment being paid to employees will be folded into the base rates on January 3, 1995. On March 1, 1996 one-half of the existing Cost of Living Adjustment shall be incorporated into the base rate schedule. The maximum singular adjustment shall be fifteen cents (\$0.15) with no duplication of payments during the life of this Agreement. Effective March 1, 1996, one-half of the existing Cost of Living Allowance shall be incorporated into the base rate schedule.

## SCHEDULE B

The Company agrees to provide the following ~~welfare~~ benefits to **seniority employees**:

1. Effective March 1, 1995 the current Life Insurance and Accidental Death & Dismemberment will be increased by **\$1,000**.
2. The lifetime maximum of the Major Medical Plan will be **increased** by \$1,000 (~~from \$6,000 to \$7,000~~) effective **January 1, 1995**, and **an** additional \$1,000 per year for any employee/dependent **who has** expired the lifetime **maximum** will continue **to** be provided.
3. **Weekly** sickness and **accident** indemnity of 66-2/3 percent of an employee's **basic daily** wage, **commencing** on **the first day** of accident or hospitalization and **fifth day** of **sickness** for a **maximum** of **twenty-six (26)** weeks.
4. **Medical** benefits **as** provided by **OHIP** for each employee and for each employee's dependents.
5. Semiprivate hospital coverage.
6. Effective **March 1, 1995** the current dental coverage **will** be upgraded to provide coverage based on the 1994 O.D.A. **Schedule of Fees**.
7. Vision Care - **A Vision Plan** for **employees and** their dependents with a reimbursement of up to \$100 per family unit per **year**.

It is agreed that the total cost of the above welfare benefits will be paid by the Company. The Company shall pay the costs on benefits with the exception of **weekly** sickness, accident and hospitalization to the **end** of the **month following** the month of layoff. For the purpose of this benefit administration **only** the last **day** worked shall be deemed to be the date of layoff. **The Company will arrange** to have the above welfare **benefits** provided through a reputable **carrier** or carriers. Differences between claimants and **the processors** of the **claims** or any **carrier** or differences with respect to welfare **benefits** shall not be **subject** to the grievance procedure.

It is agreed that, except where the foregoing welfare benefits must be provided according to law, the Company will provide the welfare benefit or such of the welfare benefits to employees as desire such benefits.

The Company will continue, at its expense, the Provident Drug Plan 800 for prescription drugs or, at the option of the Company such plan for prescription drugs as may be obtained from another carrier provided that the coverage is substantially equivalent.

## SCHEDULE C

**Ra.** ~~of~~ pay for Tool and Die Maker Apprentices shall be governed by the rate schedule according to the terms of agreement with the Ontario Ministry of Colleges and Universities-Manpower Training Branch.

The Company will fill openings for Tool & Die Maker Apprentices as follows: Consideration will first be given to the senior employee who the Company considers qualified. Should there be no qualified employee or no applicants, the Company may fill the apprenticeship position by outside employment.

The rates for Tool and Die Maker, as covered in Schedule A, are for those who hold a Journeyman's certificate. Should certified employees not be available to the Company, employees with experience may be hired at a rate commensurate with the employee's experience and skill level as determined by the Company.

It is the responsibility of all Tool and Die Maker employees to provide the Company with evidence of training for purposes of administering this Agreement.

Personal tool coverage - \$1,500 maximum.

## SCHEDULE D

Rates of pay for Industrial Millwright Apprentices shall be governed by the Rate Schedule according to the terms of Agreement with the Ontario Ministry of Colleges and Universities-Manpower Training Branch.

The Company will fill openings for Industrial Millwright Apprentices as follows: Consideration will first be given to the senior employee the Company considers qualified. Should there be no qualified employees or no applicants, the Company may fill the apprenticeship position by outside employment.

The rates for Industrial Millwright, as covered in Schedule A, are for those who hold a Journeyman's certificate. Should certified employees not be available to the Company, employees with experience may be hired at a rate commensurate with the employee's experience and skill level as determined by the Company.

It is the responsibility of all Industrial Millwright employees to provide the Company with evidence of training for the purposes of administering this Agreement.

## SCHEDULE E

Edison Union leave will be granted, funded, and subject to the provisions of the Letter of Understanding between the Company and the Union, dated February 28, 1980.



## SCHEDULE F

Provisions of the pension plan established by the Company will be as follows:

- a. Normal retirement at age 65.
- b. Early retirement at age 55.
- c. Two-year vesting with past service counting toward vesting.
- d. Two years of service for eligibility—full-time employees only.
- e. Post-retirement survivor benefits to be determined actuarially equal to 60% of employee benefits.
- f. Pre-retirement survivor benefits equal to value of members' termination benefit.
- g. Disability.

The Company agrees to increase contributions to the current pension plan to a level that will provide for a monthly benefit upon retirement of \$14.50 per month times years of service for service accumulated after March 1, 1995. This benefit will apply to all employees retiring during the term of this Agreement.

**WORK REFUSAL GRIEVANCES REGARDING BOMB THREAT:**

The Company agrees that all affected employees will be reimbursed for the loss of hours of work due to the work refusals relating to the bomb threat in May 1993. Payment of wages will *satisfy* all outstanding issues on these grievances. This payment will be made prior to January 31, 1995.

## N E W I T E M S

The Company agrees that upon ratification of this Agreement the accumulated points and/or discipline on employee's records, relating to the current Attendance Policy, will be removed.

The Company agrees to cover the cost of wages for Union representatives in future bargaining at 50% up to a maximum of 40 hours pay per representative.

The Company agrees that it will not discipline employees who are absent from work due to legitimate illness provided the employee(s) substantiates such absence with proper medical documentation validating the absence.

In the event the Company decides to close the Plant, the Company agrees to meet with the Union as far in advance as possible to discuss the anticipated closure and any possible alternatives.

The Company agrees to provide, when requested, space for Union representatives to meet with employees in private if necessary for matters pertaining to complaints and/or grievances.

The Company agrees to continue the current Tuition Refund Plan as it applies to providing tuition assistance for approved job related courses.

The Company agrees to pay each employee a Christmas Bonus of \$200 on December 23, 1994 if this Agreement is ratified prior to December 23, 1994.