

COLLECTIVE AGREEMENT

BETWEEN

CAMCO Inc.

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-TCA)

April 23, 2001 to April 22, 2004

Hamilton, Ontario

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1. Recognition and Scope.....	3
2. Relationship.....	4
3. Management Rights.....	4
4. Reporting for Work.....	5
5. Safety and Health.....	6
6. Hours of Work and Overtime.....	12
7. Specific Holidays.....	15
8. Vacations with Pay.....	17
9. Wages.....	19
10. Shift Bonus.....	23
11. Apprentices.....	24
12. Cost of Living.....	24
13. Seniority.....	26
14. Job Posting, Temporary Transfers, & Job Filling Sequence.....	37
15. Probationary Employees.....	40
16. Leave of Absence.....	41
17. Discharge and Suspension Grievances.....	43
18. Stewards.....	43
19. Grievances.....	45
20. Arbitration.....	47
21. Check-off.....	49
22. Representatives.....	50
23. Information to the Union.....	51
24. Notices.....	51
25. Jury Duty.....	51
26. Bereavement Pay.....	52
27. Employee Displacements Through Technological Change.....	53
28. Duration and Termination.....	54
 Appendix “A”.....	 56
Appendix “B”.....	59
Appendix “C”.....	61
Appendix “D”.....	62

AGREEMENT effective as of the 23rd day of April 2001

BETWEEN:

CAMCO INC, a Company incorporated pursuant to the laws of Canada, and having its Head Office in the **City of Hamilton** and herein acting with respect to its Longwood Road Plant, Hamilton, Ontario (hereinafter called "The Plant").

AND

CAW-CANADA and its Local 504 (hereinafter called "The Union").

GENERAL PURPOSE

The general purpose of this Agreement between the Company and the Union is to establish and maintain:

- a) Orderly collective bargaining relations;
- b) A procedure for the prompt and equitable handling of grievances;
- c) Satisfactory working conditions, hours and wages, for all employees who are subject to the provisions of this Agreement.

ARTICLE I RECOGNITION AND SCOPE

1.01 The Company recognizes that the Union is the Collective Bargaining Agent for all of its employees employed on jobs which are at present hourly rated jobs located at the Major Appliance Plant, 175 Longwood Road South at Hamilton, including the warehouse, save and except the office, technical and personnel staff, watchpersons, time-keepers, time study personnel, clerical employees and Supervisors. It is provided in this connection that no job which is presently hourly rated shall be, during the term of this Agreement, removed from the bargaining unit.

1.02 In the interests of promoting understanding of the Agreement, the Company will supply present and future employees with a copy of this Agreement.

1.03 The Union agrees that, in recognition of the fact that efficient and economic production is in the interest of both parties, it will promote amongst its members good workpersonship and regular attendance. It is further agreed by the Union that the employees will, at all times, protect the property of the Company against damage by themselves or others.

1.04 The Company agrees to meet with representatives of the Union in

advance for the purpose of informing the Union of any decision to sub-contract production work out of the plant that is currently performed by members of the bargaining unit. Such information will include the reasons for the decision, probable impact on the bargaining unit, and timing of implementation.

ARTICLE 2 RELATIONSHIP

2.01 The Parties agree that an employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex and sexual orientation, age, record of offences, marital status, family status or handicap, will not be factors used in the application of the collective agreement, consistent with the terms herein .

2.02 During the term of this Agreement the Company agrees that there shall be no lock-out and the Union agrees that there shall be no slowdown, strike or other work stoppage or interference with work.

2.03 The Union agrees that unless duly authorized:

- a) Union meetings will not be held on Company premises;
- b) No employee or Union official will solicit membership in the Union, or engage in any Union activity on Company time, during his/her working hours, or the working hours of any employee, except as provided for in this Agreement.

Violation by an employee of any of the foregoing provisions shall be cause for discharge or for discipline of such employees by the Company, but such actions are to be subject to the provisions of Article 19.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 It is recognized that management of the Plant and direction of the working forces are fixed exclusively in the Company, which maintains all rights and responsibilities of management not specifically modified by this Agreement.

The exercise of such rights shall include but not be limited to:

- a) the right to hire, assign, increase and/or decrease the working forces, promote, demote, transfer and make temporary layoffs for lack of business and materials.
- b) the determination of: The number and location of plants, the product to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines, and tools to be used, processes of manufacturing and assembling, the engineering and design of its products, and the control of materials and parts to be incorporated in the products produced.
- c) the making and enforcement of rules and regulations, not inconsistent with this Agreement, relating to discipline, safety, and general conduct of the employees, and to suspend or discharge or otherwise discipline employees for just cause.

3.02 Claims of discriminatory upgrading, demotion or transfer, or a claim that an employee has been suspended or discharged without just cause may be made the subject of a grievance and dealt with as provided in this Agreement.

3.03 Management and salaried staff shall not perform work normally done by members of the bargaining unit, except for the purpose of instruction, investigation of problems, trouble-shooting, development work or in any emergency.

3.04 The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

ARTICLE 4 REPORTING FOR WORK

4.01 When an employee reports for work at the normal starting time of the shift and his/her regular job is not available, s/he will receive alternate work or pay equivalent to six (6) hours at his/her hourly wage rate. This will not apply under the following conditions:

- a) where the employee has been informed a minimum of six hours in advance of his/her regular starting time that s/he is not to report for work;
- b) where the plant or part of it or its equipment is damaged by fire, lightning, flood or tempest;
- c) where interruption of work is due to circumstances beyond the Company's reasonable control;
- d) where the employee is not willing to accept alternate work. Such alternate work must not be of an unreasonable nature by way of safety, dress requirements, physical demands, etc.;
- e) when the employee fails to keep the Human Resources Department informed of his/her latest address and telephone number, the Company shall be relieved of its responsibility with regard to notice not to report to work. The Company will provide a change of address form and a duplicate copy, dated, will be provided to the employee.

4.02 When an employee reports for work at the normal starting time of the shift and his/her regular job is not available for the full six (6) hours:

- a) if no further work is available, s/he will then be paid at his/her hourly wage rate for the balance of the six (6) hours not worked;
- b) if alternative work is available, then the employee will be assigned to that work and s/he will receive a minimum of pay equivalent to six (6) hours at his/her hourly wage rate for the shift.

4.03 An employee is expected to give prior notice when reporting for work following an illness. However, in the event such notice is not given and such absence exceeds five (5) working days, s/he shall not qualify for work or pay

pursuant to Sections 4.01 and 4.02 unless s/he has informed the Company by no later than 12:00 noon on his/her normally scheduled work day immediately prior to the day that s/he will be returning to work.

4.04 Employees who are called in outside of their regularly assigned hours will receive not less than three hours' work or pay at the appropriate premium rate provided under Section 6.03 (b). This shall not apply if such is immediately prior to or succeeding his/her regular shift, or if a break is requested by the employee. In such cases, Article 6 will apply.

ARTICLE 5 SAFETY AND HEALTH

5.01 The Company shall continue to make reasonable provision for the safety and health of its employees at the factory during the hours of their employment. The Union will co-operate with the Company in maintaining good working conditions and will assist in assuring observance of safety rules.

5.02 The Company welcomes from the Union, its members, or any employee, suggestions regarding safety and health.

5.03 The safety and health of employees is a major concern of the Company and the Union. The Company and the Union both have a responsibility and a desire to eliminate or reduce exposure of employees to accidental injury or to conditions detrimental to their health. It is the objective of the parties to ensure that no condition be allowed to exist in the workplace that is likely to cause injury or illness to its employees.

5.04 The Company and the Union agree to exert joint efforts to develop and maintain high standards of safety, health, and housekeeping in the workplace in order to prevent industrial injury and illness.

5.05 The Company will provide, without charge, such special protective clothing, equipment and devices as the Company determines are required for the purpose of preventing industrial injury and illness.

5.06 There will be a Joint Health and Safety Committee (JHSC) consisting of the following members:

- a) an employee, not a member of the JHSC, appointed by the Company who will act as Recording Secretary, and
- b) one (1) employee appointed by the Company for each two hundred (200) (or part thereof) hourly rated employees, one of whom shall act as the chairperson, and,
- c) i) one (1) hourly rated employee appointed by the Union for each two hundred (200) (or part thereof) hourly rated employees.
ii) A member of this JHSC is entitled to such time from his/her work as is necessary to attend meetings of the JHSC and to carry out his/her duties

under this Article and the time so spent shall be deemed to be work time for which s/he shall be paid by the Company his/her regular or premium rate whichever is applicable.

The number of appointees mentioned in (b) and (c) above may be varied through consultation between the Company and the Union.

The parties agree it is preferable that the timing of appointments be staggered to ensure continuity.

5.07 The JHSC is responsible for:

- a) promoting safety, good housekeeping and accident and industrial illness prevention measures;
- b) obtaining the necessary information from the Company or others to properly identify:
 - i) practices and procedures;
 - ii) potential or existing hazards of materials or equipment, substances and devices;
 - iii) health and safety experience and work practices and standards in similar or other industries of which the Company has knowledge;
 - iv) copies of information requested by the JHSC, as provided for above, shall be obtained and distributed prior to the next scheduled meeting of the JHSC. In the event such requested information is not available, a satisfactory explanation will be provided.
- c) recommending to management:
 - i) accident prevention measures
 - ii) health protection measures
 - iii) programs promoting safety, health and good housekeeping
- d) maintaining and keeping minutes and records of its proceedings and making them available for examination by an inspector from the Industrial Health and Safety Branch of the Ministry of Labour;
- e) sending copies of minutes, recommendations, and related matters, to, among others, the General Manager, the Human Resource Manager, the Safety Administrator, the Union and all members of the JHSC. The minutes will be distributed no later than one (1) week prior to the next scheduled meeting.
- f) All work refusals under Article 5.14 that have occurred, will be reviewed by the JHSC at the next scheduled meeting, including related reports or decisions issued by the Ministry of Labour.
- g) The JHSC will be advised of new machinery and equipment prior to being put into normal ongoing production so that it may have the opportunity to make recommendations on preventative health and safety procedures for such equipment.

5.08 The Company will provide each employee with safety training. The JHSC will recommend and arrange for the needed safety training and will monitor the safety training programs quarterly to ensure employee participation on a regular basis.

5.09 The JHSC will normally meet monthly except during the month of December and when there is a shutdown for two (2) or more weeks in a month; in these months a meeting need not be held.

5.10 One JHSC member representing the workers, and one member appointed by the Company shall inspect the work place not more than once a month.

The JHSC will establish a schedule for such tours on an annual basis and distribute such schedule to all JHSC members and other interested parties. In the event a JHSC member or members are unable to fulfill the scheduled tour commitment, the next scheduled member(s) will automatically be substituted.

5.11

a) In the event of a serious* accident, including those where injury did not occur, the Company will immediately notify the JHSC and make provision for the nearest Union appointed JHSC Representative to participate in the investigation and recommendation of preventative measures.

*A serious accident is defined as an accident or incident where there is a potential of critical injury, whether or not an injury is sustained.

b) Where a person is killed or critically injured as a result of an accident, Section 51 and 52 and regulation 834 of the Occupational Health and Safety Act 1990 will apply.

5.12 The Company will provide each member, JHSC and the Union office, with a copy of the following documents for each lost time accident:

- a) the initial report to the Workplace Safety Insurance Board, and
- b) the Supervisor's Report of Accident.

5.13 The Company will post and keep posted in a conspicuous place, the names of the members of the JHSC and their department.

5.14 If an employee has reason to believe that an unsafe condition exists as a danger to himself/herself or another employee:

- a) s/he shall immediately notify his/her supervisor
- b) i) the supervisor shall immediately contact a Union appointed JHSC member in the plant when s/he has been advised of the alleged unsafe condition. If no Union appointed JHSC member is available in the plant, the supervisor shall immediately contact an alternate employee in the plant. The Union shall designate such alternate employees such that there are at least three (3) working on each shift.
 - ii) the supervisor and the Union appointed JHSC member (or alternate) in the

presence of the employee shall, immediately, investigate the matter, and if it is agreed that the condition is unsafe, the supervisor will take all necessary steps to correct the condition and attempt to provide alternate work for the affected employee until such condition is corrected. While alternate work is not available, the affected employee will be paid at his/her hourly wage rate for the balance of the shift and two additional shifts, following which, s/he will be transferred in accordance with the provisions of Article 13;

- c) if the supervisor does not agree that the condition is unsafe, but the employee maintains that it is unsafe, the supervisor will notify the Manager of Manufacturing, or his/her representative, who will, without undue delay, notify the Industrial Safety Branch of the Ministry of Labour and request an immediate investigation and decision by an inspector. In the meantime, the supervisor will attempt to provide alternate work for the employee. If alternate work is not available, the affected employee will be transferred in accordance with the provisions of Article 13. However, if the decision of the inspector is that:
 - i) the condition is safe, such employee will be returned to the job as soon as possible;
 - ii) the condition is unsafe, such employee will be returned to the job as soon as possible; after the unsafe condition is corrected and will be compensated for any loss of regular wages for up to the balance of the shift and two additional shifts, following which s/he will be transferred in accordance with the provisions of Article 13.
- d) Where an employee has been transferred under this application of Article 13, s/he shall accept the recall to the job or department from which s/he was transferred as provided for in Section 13.07 (e) and (f) when the unsafe condition has been corrected.

5.15 The supervisor, the Union appointed JHSC member and the employee concerned, are to be present during the investigation conducted by the inspector from the Industrial Safety Branch of the Ministry of Labour, as the result of the request outlined in 5.14 (c) above. In addition, and provided s/he is available, the Manager of Manufacturing or his/her representative, will designate one (1) Company-appointed member of the JHSC who is to be present during the investigation. The employee and such members in question are entitled to such time from work as is necessary to be present during the investigation, without loss of wages for the time so spent.

5.16 While an inspection is being conducted by an inspector from the Industrial Health and Safety Branch of the Ministry of Labour, s/he is to be accompanied by the supervisor (or his/her alternate) for each area that is inspected, as well as by one (1) Company-appointed and one (1) Union-appointed member of the JHSC designated by the Manager of Manufacturing, or his/her representative. These two (2) members of the JHSC are entitled to such time from work as is necessary to accompany the inspector without loss of wages for the time so

spent.

5.17 The member of the JHSC appointed by the Union designated in 5.15 and 5.16 above, shall be considered to be the "health and safety representative" referred to in the Occupational Health and Safety Act 1990.

The "Manager of Manufacturing" means the senior supervisor responsible for production.

5.18 A copy of any decision or order or direction or report issued by an inspector from the Industrial Health and Safety Branch of the Ministry of Labour will be sent to each member of the JHSC, to the Union, and posted in a conspicuous location in the workplace.

5.19 The Company will issue a set of Safety Rules to each employee and, depending on the nature of their work, additional manuals such as:

- a) Safe Practices for Crane Operations;
- b) Safe Practices for Fork Lift Truck Operations.

A copy of the Safety Rules and each such manual will be provided to the Union.

The Union will actively encourage employees to observe the safety rules, practices and procedures outlined in the documents referred to above which may be amended, cancelled, and/or added to by the Company. The Company will advise the Union of any changes prior to issuing them to employees.

5.20 The wearing of Company-approved safety toe protection is mandatory for employees whose regular work assignment is in an area designated as a toe-protection area. For employees in such designated areas who have completed sixty (60) worked days with the Company, the Company will pay effective January, 2002, \$90.00 once per calendar year toward the cost of safety shoes approved by the Company.

For employees who have not completed sixty (60) worked days with the Company and who purchased safety shoes approved by the Company, the Company will reimburse employees the applicable safety shoe subsidy after the successful completion of sixty (60) worked days.

5.21 Company-approved safety glasses will be required to be worn by all employees who work in, or enter any area designated as an eye protection area. The Company's responsibility under this program will be to:

- a) designate the type and style of safety frames and lenses;
- b) designate the opticians authorized to dispense prescription safety frames and lenses;
- c) provide at no employee cost (other than prescription costs), through designated opticians, one (1) pair of safety frames and lenses for employees requiring prescription glasses and who have completed sixty (60) worked days with the Company;
- d) provide for the replacement of an employee's prescription safety glass lenses,

pitted as the result of continuous use in resistance or arc welding operation(s). Replacement prescription safety glass lenses will only be issued upon presentation of the damaged lenses and not more than once every 12 months;

- e) provide for the replacement of an employee's prescription safety glasses where such employee requires a change in prescription, but not normally more frequently than once every two years, unless the need is the result of a medical condition;
- f) employees who have not completed sixty (60) worked days with the Company and who purchase approved prescription safety glasses through designated opticians, will be reimbursed the cost of the glasses following completion of sixty (60) worked days;
- g) provide "plano" safety glasses for employees not requiring prescription glasses;
- h) provide visitors' safety glasses for employees and visitors entering an eye protection area who do not normally work in such an area;
- i) request the Workplace Safety Insurance Board to replace safety glasses broken or damaged as a result of work-related activity;
- j) the Company will pay the full cost of safety glasses until WSIB pays the employee. Upon receipt by the employee of the reimbursement from WSIB, the employee will reimburse the Company.

The employee's responsibility under this program will be to:

- a) provide a prescription from an ophthalmologist or optometrist;
- b) pay for the lost, damaged, or replaced prescription safety glasses, except as provided for above;
- c) pay for "plano" safety glasses that have been lost, broken, or damaged within two (2) years of issue, other than those damaged or broken as a result of work-related activity.

5.22 At the request of either party, a meeting will be held at a mutually convenient time for the purpose of discussing matters related to the safety and health of employees. The party making a request for a meeting will supply to the other, at least three (3) working days in advance of the proposed meeting, a list of the topics to be discussed. Each party will send to the meeting, not more than four (4) representatives.

5.23 Members of the JHSC are authorized to initiate the plant evacuation alarm in the event that a dangerous situation exists that, in the Member's opinion, warrants such a response.

5.24 Members of the JHSC will receive training on the use of monitoring devices employed in the plant. A Union appointed Member of the JHSC will assist Ministry of Labour Technicians, Company officials, or others when they are setting up monitoring equipment to measure the workplace for toxic

chemicals or industrial hazards and thereafter when subsequent adjustments to the equipment are made. It is understood and agreed that the presence of a Union appointed Member of the JHSC is not necessary when the technician is simply observing the measuring process.

5.25 A copy of the Occupational Health & Safety Act 1990 will be posted in each supervisor's office and available to employees.

5.26

- a) The Company will maintain a master registry of chemicals and hazardous materials purchased by the Company for use in the plant. Members of the JHSC will have access to the registry.
- b) A registry will be maintained in each department of chemicals and hazardous materials purchased by the Company for use in the department, including Material Safety Data Sheets (MSDS) for such materials. Employees in each department will have access to the registry.

5.27 The Company will ensure that the appropriate equipment required for the sampling of any designated substance used in the plant is available, and also ensure that such equipment is properly maintained.

ARTICLE 6 HOURS OF WORK AND OVERTIME

6.01 The normal hours of work shall be 40 hours per week consisting of five eight-hour days, Monday to Friday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever.

6.02 Hours of work in excess of 8 hours per day, Monday to Friday, inclusive, and hours of work on Saturday and Sunday, will be treated as overtime hours and will be paid for at a premium rate as provided under Section 6.03 (b) below, except that when employees change shifts at their own request, they shall not be entitled to such premium rate by reason of the fact that they have worked two eight-hour shifts in the 24-hour day.

6.03

- a) In computing daily overtime hours, a day shall be the twenty-four hour period following the regular starting time of the shift on which the employee is working except that the provisions of this Article shall not apply so that hours paid at a premium rate for work performed on an employee's second day following his/her regular work week entitle him/her to a premium rate for any hours worked as part of his/her normal hours of work.
- b) Overtime hours worked will be paid for at a premium rate calculated on the basis of one and one-half times an employee's hourly wage rate except in the case of Sunday, when that day is the second day following an employee's work week (that is, Monday to Friday inclusive), in which case the overtime hours worked will be paid for at a premium rate calculated on the basis of two

times an employee's hourly wage rate.

6.04 For the purposes of calculating payment for time worked under this Article 6 and under Article 7, time worked on a scheduled shift commencing prior to 10:00 p.m. shall be treated as if worked on the calendar day on which such shift commenced. Time worked on a scheduled shift commencing at or after 10:00 p.m. shall be treated as work performed on the immediately following calendar day.

6.05

- a) i) As far as possible, the opportunity to work overtime shall first be offered to and equally distributed among employees in the classification, within the area as defined below, and on the same shift, who are capable of performing the work. The procedure will be to first offer such overtime to those eligible employees with the fewest total overtime hours (see b) below) recorded at that time.
- ii) For the purpose of clarification, capable of performing the work shall mean the employee can carry out the duties of that job in a fully satisfactory manner without training. Evidence of having so performed the job in the past shall normally be a prerequisite to establishing a claim to be included in the overtime distribution for the work in question.
- iii) Should an error be made in the assignment of overtime such that the proper employee was not offered the overtime opportunity, the employee will be given the opportunity to work an equivalent amount of overtime at the same premium rate during the subsequent thirty (30) day period and the hours entered into the overtime record. Such assignments will not serve as a basis for a claim by another employee that a distribution error has been made. At the end of the thirty (30) day period, if the employee has not been provided the opportunity as above, the Company will pay for the hours lost at the appropriate premium rate.
- b) Equal distribution of overtime shall be recorded on the basis of overtime hours worked and hours for which the opportunity to work was offered. An employee who is not at work for any reason and who otherwise would have been offered overtime, will be recorded in the records as if s/he had in fact been offered such overtime. An employee who permanently transfers to a different classification, area, or classification list will immediately be considered to have worked the highest number of total overtime hours recorded for any employee in the group (as in a) i) above) at that time.
- c) The Company shall maintain a record of overtime hours recorded in each department in the Supervisor's office and update on a daily basis. Overtime records will be posted in the Area by the Supervisor on a weekly basis. In addition overtime records may be reviewed by an employee upon request. Overtime records will be discarded on April 22nd of each year and new records prepared for application on April 23rd. Initial overtime opportunities in the new year will be offered on the basis of order of seniority.

- d) In the event that employees are required for an overtime assignment in addition to those in section a) i) above, the Company will make reasonable efforts to distribute such overtime opportunities among other employees within the area as defined below, and on the same shift, who are capable of performing the work. However, specific records of such hours will not be maintained and section a) iii) above will not apply.
- e) Each employee is expected to cooperate with the Company in the performance of such overtime work and the Company agrees to accept reasonable grounds for the employee declining to perform such work.
- f) Areas defined for the purpose of overtime distribution are as follows:
 - 1. Range Line
 - 2. Range cooktop assembly
 - 3. Range door assembly
 - 4. Backguards
 - 5. Top Mount and Bottom Mount Refrigerator Line Assembly
 - 6. CustomStyle and 12 cu.ft. Assembly and Charge, Repair and Run In
 - 7. Pack Area and Rework in the Warehouse
 - 8. Case Foam, Cabinet Prefoam and Mezzanine storage and Copper Cut
 - 9. Door Foam, Refrigerator Door and Mezzanine area
 - 10. Enamel and Pickle
 - 11. Paint and Bonderize
 - 12. Fabrication Shop
 - 13. Case Fabrication Line and Olma Door Line
 - 14. Press Shop
 - 15. Tool Room and Maintenance
 - 16. Unit Area
 - 17. Injection Moulding and Extrusion line
 - 18. Materials
 - 19. Inspection (Incoming Inspect and Calibrate)
 - 20. Warehouse
 - 21. Charge, Repair, and Run In, and Transfer Station
 - 22. Refrigeration Subassemblies (509)
 - 23. Fagor, Corno Marcos, CustomStyle Door Foam, CustomStyle and 12 Door Assembly
 - 24. Scott Line, Liners, Cab Prefoam Assembly
 - 25. Vacform and Waterjet Area
 - 26. Lab Area
 - 27. New Products to be addressed as implemented

It is understood that any change in the above area definitions will be by mutual agreement between the parties.

6.06 The Company may change work schedules, including the scheduling of more or less than the normal working time, but will confer with the representatives of the local Union before making any general change in group, department or plant work schedules. Where possible, at least seven (7) days notice will be provided before implementing such changes. In the case of any individual work schedule change, the Supervisors will inform the area Steward as well as the employee affected.

6.07 It is recognized that overtime premiums shall not pyramid.

ARTICLE 7 SPECIFIED HOLIDAYS

7.01 The Company agrees to pay an employee, as provided under Section 7.04 below, for the following specified holidays without requiring an employee to render service:

New Year's Day
Good Friday
Victoria Day
Canada Day*
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day

Observance of "Floater" Holidays

2001: (First),	Friday, May 18, 2001
(Second),	Friday, August 31, 2001
(Third),	Friday, October 5, 2001
2002: (First),	Friday, May 17, 2002
(Second),	Friday, August 30, 2002
(Third),	Friday, October 11, 2002
2003: (First),	Friday, May 16, 2003
(Second),	Friday, August 29, 2003
(Third),	Friday, October 10, 2003

* Note: In the year 2003, Canada Day will be observed on Monday, June 30.

Heritage Day: If proclaimed by the Government of Canada, one of the three (3) existing "floater" holidays shall be observed on "Heritage Day".

The last half of his/her regular shift immediately prior to each of Christmas Day and New Year's Day, up to a maximum of 4 hours.

7.02

a) For the application of the Sections of this Article, a specified holiday as listed above shall be observed on the day on which it occurs, except that if such a

holiday occurs on a Saturday, it shall be observed on the preceding Friday and except, also, if such a holiday occurs on a Sunday it shall be observed on the following Monday.

- b) In order to avoid interruption of continuous operations on each of the days immediately prior to Christmas Day and New Year's Day, as observed under the terms hereof, the normal starting time for the first and second shift employees working continuous shifts of such days shall be advanced by 4 hours and 8 hours respectively and the provisions of Article 6 will not apply.

7.03 An employee shall qualify for holiday pay under Section 7.01 above:

- a) if s/he works a number of hours equivalent to two (2) full shifts in the normal weekly pay period in which the specified holiday is observed;
- b) in respect of the payment for the last half shifts immediately prior to each of Christmas Day and New Year's Day, if s/he works the assigned half of those shifts;
- c) if s/he works one (1) or more shifts in the pay period in which the holiday falls and has been unable to complete the required two (2) full shifts referred to in sub-section (a) above, on account of a layoff due to work shortage; or an absence due to a death in the family for which the employee is in receipt of bereavement pay under Article 26; or an absence due to verified illness in excess of the equivalent of two (2) full shifts in the pay period in which the specified holiday is observed;
- d) if s/he is prevented from complying with the provisions of sub-section 7.03 (c) as a result of the application of Section 13.05;
- e) if s/he is a new employee, has complied with the provisions of 7.03(a), and s/he commences work prior to the day of observance of the specified holiday;
- f) if s/he is an employee recalled from lay-off, s/he complies with the provisions of sub-section 7.03 (c) and commences work prior to the day of observance of the specified holiday. This sub-section (f) will not apply if the holiday is observed on the first day of the pay period and the employee commences work on the first normal working day following observance of the holiday.

7.04 The specified holiday pay as referred to in this Article will be calculated on the basis of the employee's hourly wage rate multiplied by the number of hours in the employee's standard work day or half shift as applicable.

7.05 Shift Bonus for employees permanently* not on day shift will be included in calculating payment for the day on which such specified holiday is observed. Such payment will be made in accordance with Article 10.01. An employee who is permanently not on day shift is an employee who, during the three months' period immediately prior to the pay period in which the specified holiday is observed, has not rotated to the day shift for one full week. *Note: This premium is not payable to employees who do not rotate to day shift due to their own personal choice.

7.06 An employee required to work on the day on which the specified holiday is observed, or the second half of the shift in the case of specified half shifts referred to in 7.01, will receive overtime pay as shown in Article 6, in addition to the specified holiday pay.

7.07

- a) If the specified holiday is observed during an employee's annual vacation, payment for such holiday will be made. Annual vacations shall be considered worked time for the purpose of qualifying for specified holiday pay.
- b) Specified holidays in a pay period shall be considered worked time for the purpose of qualifying under Section 7.03 (c) for specified holiday pay, provided the employee also works at least one other shift in the pay period in which the specified holiday is observed.

**ARTICLE 8
VACATIONS WITH PAY**

8.01 Annual vacations will be paid on the following basis:

- a) six weeks after 30 years continuous service if completed by December 31st,
- b) five weeks after 20 years continuous service if completed by December 31st,
- c) four weeks after 10 years continuous service if completed by December 31st,
- d) three weeks after 4 years continuous service if completed by December 31st,
- e) two weeks after 1 year's continuous service if completed by July 31st.

8.02 Vacations will be scheduled by the Company and shall be completed within the calendar year. It is not permissible to postpone the vacation period or any part thereof from one year to another, except in circumstances where the Company has scheduled during the Christmas/New Year's period, a vacation shutdown extending into the beginning of January and only for the dates specified for shutdown.

8.03

- a) In the event the Company schedules vacations on a shutdown basis either by departments or plant-wide, it is understood that such shutdowns will be scheduled as follows:
 - i) A minimum of two (2) weeks during the calendar months of July and August, and/or
 - ii) Up to one (1) additional week during the Christmas/New Year period.
- b) In the event the Company schedules vacations on a shutdown basis as in a) above, employees will, wherever possible, be given at least six (6) months notice in advance of the dates of such shutdowns.

- c) In the event the Company does not schedule vacations on a shutdown basis during July and August, it is understood that employees with three (3) or more weeks of vacation entitlement may take a minimum of two (2) weeks vacation during the summer period (one (1) week prior to Victoria Day and extending to one (1) week after Labour Day). Employees with two (2) weeks of vacation entitlement may take one (1) week of vacation during the summer period. Such vacations will be scheduled in accordance with Article 8.02.

8.4 The allowance for each week of vacation will be determined by multiplying the employee's hourly wage rate by the number of hours in the employee's regular weekly schedule. This will not include hours for which overtime premium is paid. Vacation Allowance may be drawn in advance on the pay day preceding the employee's vacation, and will be the amount appropriate to the vacation actually being taken at the time.

8.05

- a) An employee with less than 12 months continuous service will be paid a vacation allowance calculated on the basis of four percent of the employee's earnings during the period from the employee's date of hiring to July 31st.
- b) An employee who has been laid off, or an employee who has had leave under the provision of Section 16.03 for a period in excess of 60 working days during the vacation year (August 1st to July 31st), will be paid vacation pay to an amount of 4%, 6%, 8%, 10%, or 12%, whichever figure is applicable of his/her gross earnings during the year.
- c) An employee who is absent from work during the entire vacation year period (August 1st to July 31st) and in receipt of benefits under the Long Term Disability Benefit Plan will not be considered eligible to receive vacation allowance applicable to that year.
- d) An employee who is absent from work during the entire vacation year period (August 1st to July 31st) as a result of a work related injury and in receipt of Total Temporary Disability benefits from the Workers' Compensation Board will be considered to have been at work for purposes of vacation entitlement. Such employee will defer vacation entitlement until medically cleared to return to work, except when the employee will not return to work within the calendar year in which case s/he will be paid the vacation allowance in accordance with Article 8.01. Pursuant to Article 8.02 it will not be permissible to postpone the vacation period or any part thereof from one year to another. That is, vacation entitlement will not accumulate from year to year.

8.06

- a) An employee with less than 12 months continuous service with the Company, whose service is discontinued, will be paid four percent of the employee's earnings.

- b) An employee with more than 12 months continuous service with the Company, whose service is discontinued, will be paid two percent for each week of vacation entitlement.

ARTICLE 9 WAGES

9.01 All job classifications covered by this Agreement shall be paid on the basis of hourly wage rates. The established job classifications, their titles, code numbers, Labour Grade and hourly wage rates of pay shall be contained in the Hourly Wage Rates and Classification Book, which shall be known herein as "The Rate Book" and which shall form part of this Agreement for the duration.

9.02 The Rate Book shall contain an hourly wage rate for each job classification to be known as the Job Rate. The Job Rate shall be the rate for the Labour Grade in which the job classification has been ranked by evaluation.

9.03 The Labour Grades and respective Job Rates in effect during the term of this Agreement shall be as set forth in Appendix "A" hereto, except as may be amended by Article 12.

9.04 The responsibility for evaluation of any work shall continue to be vested in the Company. Evaluation will continue to be made on the basis of the Job Evaluation Program (including the Job Rating Plan for Hourly Paid Classifications). The Job Evaluation Program as such, having been selected by the Company, may not form the subject of a grievance. When new and/or changed job classifications are implemented by the Company, the Union will be notified of the resulting amendments to the Rate Book, together with the date of implementation, the department(s) and employee(s) affected, and will be supplied with 12 copies of the Job Identifications and the factor ratings thereof. In addition, the Company will post the above information on the bulletin boards applicable to the areas where the employees are affected.

9.05 The Union or the incumbent employee in the job classification concerned may file a grievance in writing with the Company alleging:

- a) that the new or changed job classification established under Section 9.04 has been im-properly ranked as a result of inconsistent application of the job evaluation techniques and/or does not bear a proper rank relationship to undisputed jobs;
- b) that the wrong job classification has been applied to the work performed by the employee, and a job classification as contained in the Rate Book, the primary function and job content of which is properly applicable to the work performed by the employee;
- c) that the Company has changed the primary function and/or content of the work performed by the employee as contained in the job identification to the extent that the job classification is improperly ranked as a result of inconsistent application of the job evaluation techniques and/or does not bear

a proper rank relationship to undisputed jobs. It is provided however, that any such grievance must be filed directly with the Industrial Relations Department of the Plant under Section 19.04 of the Grievance Procedure, not later than fifteen working days from the date when the Union is notified of implementation of such new or changed job classification under Section 9.04 hereof, in the case of Section (a) hereof, or from the date when the wrong job classification was first applied to the work performed by the employee, in the case of (b) hereof. In the case of a grievance filed under paragraph (c) hereof, the Company shall not be liable for any retroactive payment prior to fifteen working days from the date of filing of such grievance.

9.06

- a) The Company acknowledges the right of the Union to elect or appoint up to three (3) employees to the Union Job Evaluation Panel. It is understood however, that only one (1) Panel member will represent the Union Job Evaluation Panel in any dealings with management such as grievance hearings or other meetings related to job evaluation questions or issues.
- b) During the Second Stage Meeting referred to in Section 19.04, the Union or the incumbent employees on the job classification concerned, may be represented by a representative of the National Office of the Union, Unit Chairperson, a member of the Union Job Evaluation Panel, the Committeeperson of the Zone, the Steward of the department and the incumbent employee, and an additional incumbent employee when the number of incumbent employees is in excess of fifteen (15) employees in the job classification which is the subject of the grievance as filed under Section 9.05 herein. The Company shall also have the right to have present any officers, officials or agents of the Company.
- c) If requested by the Union that an inspection of the job would be helpful in resolving a grievance, then a subcommittee of the Union shall, with representatives of management make an inspection of the job prior to the Second Stage Meeting under Section 19.04. The Union subcommittee will be comprised of the Unit Chairperson, one member of the Union Job Evaluation Panel, the Committeeperson of the Zone, and the incumbent employee or one employee representing the group of affected employees. Time off the job for the purpose of such inspections will be considered as time spent at grievance hearings and payment will be processed in the normal manner outlined in Article 18.

9.07 In the case of any grievance filed under Section 9.05, the authority of the arbitration board shall be limited to:

- a) confirming the job classification or assigning a revised ranking by using the criteria as in Section 9.05 (a) above or,
- b) confirming the job classification or assigning another job classification by using the criteria as in Section 9.05 (b) above or,
- c) confirming the job classification or assigning a revised ranking by using the

criteria as in Section 9.05 (c) above.

9.08 On an application to the Minister of Labour under Section 20.01 for the appointment of an impartial chairperson in the case of a grievance filed under Section 9.05, such chairperson shall have qualifications with respect to the job evaluation practices.

9.09 WAGE PROGRESSION

- a) Wage Progression shall only have application to employees hired on or after November 3rd, 1961, and to their recalls or transfers thereafter. "Job Rate", as used herein, shall be the Job Rate for the Labour Grade of the job classification concerned, established through evaluation.
- b) Wage Progression provides for:
 - i) a maximum period of three months for employees in job classifications, Labour Grades No. 1 to No. 6, inclusive, as the qualifying term for progression to Job Rates;
 - ii) a maximum period of six months composed of two three-month periods for employees in job classifications in Labour Grades No. 7 to No. 13, inclusive, as the qualifying term for progression to Job Rates;
- c) The periods referred to herein are three calendar months of time worked in order for an employee to qualify for a progression in hourly wage rate as specified in this Section 9.09. Therefore, if an employee in the process of qualifying for a progression in hourly wage rate is not at work for a period of more than five full shifts during a three-month period, time equivalent thereto in excess of five full shifts shall be added to his/her qualifying period of three calendar months.
- d) A newly-hired employee may be paid a "start rate" (a Labour Grade Job Rate) one or two Labour Grades below the Job Rate for his/her job classification, in accordance with Section (a) hereof, or may be paid the Job Rate, dependent on his/her qualifications as determined by the Company.

9.10 TRANSFER AND RECALL WAGE RATE DETERMINATION

1. For the purpose of this Section, a transfer is defined as the assignment of an employee from one job classification to another, as contained in the Rate Book, and which is accompanied by a change in the Company's records; or as the assignment of an employee to another job classification which extends for three weeks or more. An employee's hourly rate when transferred, shall be determined in accordance with the appropriate section below.

a) In case of transfers under the lack of work provisions of Article 13, an employee shall be paid on any job to which the employee transfers at a rate not less than the rate of the employee's former job for up to 39 weeks immediately following the date of transfer.

b) An employee who transfers to an open job through the job posting provisions of Article 14 shall be paid as follows:

i) Transfer to a classification in labour grades 1 through 6.

The employee shall be paid the Job Rate of the classification to which he is transferred.

ii) Transfer to a classification in labour grades 7 through 13.

If the transfer is to a classification in the same or lower grade, s/he shall be paid the Job Rate of the classification to which s/he is transferred.

If the transfer is to a classification in a higher grade s/he shall be paid one step rate below the Job Rate of the classification to which s/he is transferred and complete the necessary time period to qualify for Job Rate.

c) An employee who is recalled from layoff or who returns to his/her original department or job classification under the terms of Section 13.07 (f) of the Collective Agreement shall be paid the Job Rate of the classification to which s/he is being recalled or returned.

2. An employee who is temporarily assigned to another classification under the provisions of the Collective Agreement will be paid his/her current rate or the Job Rate for the classification to which s/he is assigned, whichever is higher.

9.11

- a) The Company agrees that where practical, it is desirable for co-ordinating duties to be performed on a full-time basis with payment being made on the basis of one (1) labour grade higher than the highest labour grade in the group co-ordinated, except as outlined below.
- b) Where there is insufficient work to justify a full-time co-ordinator in an area, the Company may, however, assign such duties to an employee in an established job classification. The employee will continue to be identified as carrying the established job classification and will be paid as follows:
 - i) The appropriate rate applicable to the established job classification carried by the employee for the proportion of time normally spent performing the duties of that classification.
 - ii) The coordinator rate of pay for the proportion of time normally spent performing the coordinator duties. It is further understood that the job classification in i) above will be considered to be in the group co-ordinated for the purpose of determining such rate.
- c) The parties agree that Coordinators in the AA and BA Seniority Departments:
 - i) will be paid the rate for Labour Grade 9;
 - ii) may be required to rotate through different Coordinator jobs in these departments;
 - iii) will not be required on a regular ongoing basis to lead any group consisting of employees paid higher than Labour Grade 8;
 - iv) will be expected to perform the job duties outlined in the applicable job identification.
- d) The parties agree that Co-ordinators in the Maintenance or Tool Room areas who otherwise are assigned to Labour Grade 13 will be paid a rate 2.5% in excess of the Labour Grade 13 Job Rate for time spent performing co-ordinating duties.
- e) Co-ordinators' responsibilities are outlined in their job descriptions. They include leading the group with which s/he is working to assure that proper methods are used, and the quantity and quality is produced.

A Co-ordinator shall not have the authority to discipline, hire or fire employees. It is however, the responsibility of the Co-ordinator to report to his/her immediate supervisor.

ARTICLE 10 SHIFT BONUS

10.01 Employees required to work on any shift starting before 6:00 a.m. or after 12 noon, will be paid a shift bonus of eighty-eight (88¢) cents per hour.

10.02 On three shift operations there shall be 8 hours in-plant time. There shall be no assigned lunch period for employees on operations of an uninterruptable nature. Employees on three shifts interruptible operations, for which lunch period has been assigned, will be paid an allowance of .4 hours at their hourly rate.

ARTICLE 11 APPRENTICES

The hourly rates of pay for apprentices during such period shall be in accordance with the following:

RATES EFFECTIVE APRIL 23, 2001

1 st 1000 hours	not less than 65% of the Journeyperson's Rate
2 nd 1000 hours	not less than 70% of the Journeyperson's Rate
3 rd 1000 hours	not less than 75% of the Journeyperson's Rate
4 th 1000 hours	not less than 80% of the Journeyperson's Rate
5 th 1000 hours	not less than 85% of the Journeyperson's Rate
6 th 1000 hours	not less than 90% of the Journeyperson's Rate
7 th 1000 hours	not less than 95% of the Journeyperson's Rate
8 th 1000 hours	not less than 95% of the Journeyperson's Rate

Cost of Living Allowance will be administered as per Article 12.

Certificates of indenture shall be signed within three (3) months of commencement of Apprenticeship.

The Apprenticeship Program Agreement signed by the parties under separate cover will be considered to be part of this Collective Agreement.

ARTICLE 12 COST OF LIVING

12.01

- a) The formula for calculation of cost-of-living allowance shall be: one cent (1¢) for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada).
- b) It is agreed and understood that fractions of a cent will be rounded off to the nearest cent when meeting or exceeding .5 of a cent.

- c) The continuance of the cost-of-living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and on the same base period of 1992 = 100.

12.02

- a) In the first year (April 23, 2001) the following will apply:

An allowance equal to one cent (1) per hour for each .080 rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of September, 2001 exceeds the CPI for the month of June, 2001.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of December, 2001 exceeds the CPI for the month of September 2001.

- b) In the second year (April 23, 2002), the following will apply:

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of March, 2002 exceeds the CPI for the month of December, 2001.

An allowance equal to one cent (1) per hour for each 0.080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of June, 2002 exceeds the CPI for the month of March, 2002.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of September, 2002 exceeds the CPI for the month of June, 2002.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of December, 2002 exceeds the CPI for the month of September, 2002.

- c) In the third year (April 23, 2003), the following will apply:

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of March, 2003 exceeds the CPI for the month of December,

2002.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of June, 2003 exceeds the CPI for the month of March, 2003.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of September, 2003 exceeds the CPI for the month of June, 2003.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of December, 2003 exceeds the CPI for the month of September, 2003.

d) The result of this comparison shall be applied to the job and employee rates effective the first pay period following the release by Statistics Canada of the Consumer Price Index for the appropriate month.

12.03 The cost-of-living allowance established under this Agreement shall not be paid nor form the basis for payment for hours treated as overtime hours for which a premium is to be paid.

12.04 Any existing cost of living allowance will be incorporated into the job and employee rates for purposes of premium payment, with each anniversary date of the Collective Agreement. An exception to the foregoing will be the final year of the Collective Agreement in which case any existing cost of living allowance will be incorporated into the job and employee rates effective the expiry date of the Agreement.

ARTICLE 13 SENIORITY

13.01 The seniority of each employee covered by this Agreement shall be established after a period of probation of sixty (60) worked days and shall then count from the date of employment with the Company.

13.02

a) i) An employee's seniority date shall be his/her last hiring date except that, upon returning to work following a layoff or illness in excess of twenty-four (24) months, his/her seniority date shall be adjusted in accordance with his/her length of service pursuant to the provisions of section 13.09 hereof.

ii) An employee shall acquire plant-wide seniority on completion of sixty (60)

worked days with the Company in accordance with Section 13.01. Notwithstanding the foregoing, in the event of layoff, probationary employees will be afforded job opportunities under Article 13.07 g) as if they had already acquired seniority.

iii) Where two (2) or more employees have identical seniority dates, they will be listed on the appropriate seniority lists in alphabetical order and shall exercise seniority on that basis.

b) For purpose of layoff (meaning here and elsewhere in this Article, layoff from employment) or transfers due to lack of work, an employee shall exercise his/her seniority on a plant-wide basis as outlined in Section 13.07.

c) Departmental designations for seniority purposes are as follows:

AA Range Sub Assembly (WC)
Range Line (WX)

BA Refrigerator Lines (WX)
Pre-foam and Case Foam (WX)
Door Line & Door Foam (WX Mezzanine)

CA Enamel Shop (WX)
Pickle Unit (WX)

EA Paint Shop (WX)
Bonderize (WX)
Silk Screen (WT10)

FA Fabrication (WD)
Case and Door Fab. Lines (WX)

GA Press Shop (WX)

JA Tool Room (WX)

KA Unit Area (WT30)

MA Specialties (WD)

NA Materials
Line Supply and Control Operators

PA Inspection

RA Warehouse (WP)

SA Injection Moulding (WT10)
Extrusion Line (WT10)

TA Maintenance

It is understood that any change in the above department designations will be by mutual agreement between the parties.

13.03 In the event an employee with seniority, as defined in Section 13.02, is

laid off, s/he will be included in the Plant recall list.

13.04 There shall be no layoff of personnel within the plant until probationary employees and summer students have been laid off. This Section is subject to such exceptions as may arise under the provisions of Section 13.07 (b).

13.05 As applied to individual employee(s), the Company may lay off an employee up to a total of ten (10) working days in each calendar year without regard to the seniority provisions of this Agreement. Under these circumstances, the Company will give employees affected by such layoff, the opportunity, in line with their seniority, of working on any available job for which they are qualified. In calculating the ten (10) working days above, a layoff for the second half of a shift or portion thereof will be deemed a half day and shall be counted against the ten (10) working days.

Time lost for the following causes will not be subject to the seniority provisions of the Agreement. Neither will it be counted in the ten (10) day exception referred to herein:

- a) Time lost by an employee during the annual vacation shutdown as a result of such employee's vacation entitlement being less than the shut-down period. It being understood that for the purposes of this sub-section (a) such time so lost will not exceed 3 calendar weeks.
- a) If vacation shutdowns are scheduled at varying times in various departments, in no case shall an individual employee who was employed in an area that was shutdown for vacation purposes and was affected by sub-section (a), subsequently be affected

again by the provisions of sub-section (a), if during the same calendar year s/he is employed in another area. The Company will not transfer an employee for the purpose of exposing him/her to the provisions of 13.05 (a) more than once in a calendar year.

- b) Time lost by an employee during days on which annual inventory is taken, up to a maximum of two days.
- c) Time lost by an employee due expressly to a shutdown caused by fire, lightning, flood or tempest, causing damage to the plant, or part of it, or its equipment.

13.06

- a) The Company will issue to the Union, on a monthly basis, a copy of the Plant wide Seniority lists and Department seniority lists. The Company will post an updated Plant wide seniority list monthly.
- b) The Company will supply the Union with the following information:
 - i) Starts, quits, discharges, transfers and layoffs of employees other than layoffs under Section 13.05 above. Such information will be supplied on a pay period basis.
 - ii) A copy of notices of recall as referred to in Section 13.07 (d) below.
- c) Upon reasonable request to the supervisor, the departmental steward shall have the opportunity to scrutinize the departmental recall list maintained by the supervisor.

13.07 Layoff or transfers due to lack of work will be governed by the following provisions:

- a) Seniority as defined in Sections 13.02.
- b) Seniority will be the major factor governing layoffs or transfers due to lack of work, in accordance with Section 13.07 (g) (i) and (ii) hereof, subject to the retained employees being able to meet the normal requirements of the work.
- c) If a reduction of forces is necessary, the Company will inform the Union committee prior to any layoff notices being posted or given to employees. In the event that the reduction of forces involves thirty (30) or more employees, the Company will meet with the Union committee in advance. In addition, the Company will give seven (7) calendar days notice in writing to an employee of a layoff, the duration of which is expected to exceed ten (10) calendar days. In administering this notice of layoff provision, the objective of the Company will be to arrange for the implementation of such layoffs on Fridays.

In situations where such layoffs occur as a result of planned reductions in production levels, or the normal labour adjustments that occur and can be anticipated, the Company will arrange for the layoff notice(s) to expire at the completion of a Friday shift, unless delayed through the implementation of the seniority provisions of Article 13.

It is further understood that under unusual and serious circumstances beyond the control of the Company, the above will not apply.

Such notice will indicate, whenever reasonably possible, whether the layoff is expected to be of short or indefinite duration. This provision will not, however, apply with respect to the following:

- i) Probationary employees;
 - ii) Layoffs under Section 13.05 although the employee will be informed when the layoff takes place thereunder;
 - iii) Layoffs resulting from lack of work owing to any slowdown, strike, or other work stoppage or interference with work by employees covered by this Agreement;
 - iv) Layoffs resulting from such matters as fire, lightning, floods, tempest or power failure.
- d) Employees who are laid off shall be recalled in order of their seniority, provided they are able to meet the normal requirements of the job. The Company will confirm an employee's recall by telegram sent to the employee's last address on record with the Company as furnished by the employee. It is the employee's responsibility to keep the Company informed of their current address. An employee, upon being recalled, shall notify the Company within three (3) working days of receiving such telegram of his/her intention to return to work and shall return to work no later than ten (10) working days from the day such telegram is sent except in the case of verified illness.
- e) i) An employee who has been transferred to another classification as a result of the provisions of this Article, shall be given an opportunity of returning to his/her original job in order of seniority, when the vacancy occurs. When at the time the Company is offering return rights to a classification, and an employee is off work due to a compensable or LTD illness, it will be assumed that the employee has accepted their return rights. The vacancy will then be offered to the next person on the return rights list as a temporary job. Upon return of the absent employee, he/she will be formally offered the opening and the employee who has filled the job on a temporary basis shall be returned to the job held prior to the transfer. If such a job is no longer available, the provisions of 13.07 f) will apply and they will not be entitled to wage rate retention.
- ii) The provisions of i) will be limited to a period of three (3) years from the date of original transfer. An employee who declines the opportunity of return hereto, shall forfeit the right to return thereafter.
- f) i) The Company and the Union recognize that it is desirable to keep displacement of one employee by another (bumping) to a minimum, consistent with employees maintaining their seniority rights. Therefore, in locating a job, in accordance with Section 13.07 (f) (ii) hereof, which is one held by an employee with less seniority or an open job, the procedure will

be to commence from the bottom of the master seniority list and work upwards.

ii) The procedure for the purpose of locating another job for which an employee may be eligible, will be applied by the Company in relation to the job from which s/he is about to be transferred, provided s/he has the skill and ability to perform the job as verified by Company records, or as furnished by the employee or the Union, in the following manner and sequence:

a) in the case of an employee who is eligible to exercise his/her seniority on a plant-wide basis:

STEP

- 1 Open job (Plant-wide) -in same labour grade
- 2 Open job (Plant-wide) -in one labour grade higher
- 3 Open job (Plant-wide) -in one labour grade lower
- 4 First job commencing from the bottom of the Plant-wide seniority list held by less senior employee -in same labour grade or one labour grade higher
- 5 First job commencing from the bottom of the Plant-wide seniority list held by less senior employee -in one labour grade lower
- 6 Open job (plant wide) -in 2 labour grades lower
- 7 First job commencing from the bottom of the Plant-wide seniority list held by less senior employee -in 2 labour grades lower
- 8 For each successively lower labour grade repeat step 6 then 7 down to and including labour grade 1
- 9 Any remaining open job (Plant-wide)

- 10 First job commencing
from the bottom of the
plant-wide seniority list
held by less senior
employee

NOTE

1. In administering the foregoing steps as they apply to any particular layoff listing where more than one employee is listed from a classification, an employee will not be placed in a lower labour grade than a less senior employee from the same classification, consistent with ability to meet the normal requirements of the work.
 2. In the application of Section 13.12, the following procedure will be employed in the exercise of preferential seniority by department stewards with 5 or more years' seniority:
 - i) First job commencing - in same labour grade or in one labour grade
from the bottom of the higher
departmental seniority
list held by a less
senior employee
 - ii) First job commencing - in one labour grade lower
from the bottom of the
departmental seniority
list held by a less senior employee
- .
- . If the employee is not so placed, the normal placement procedure outlined above in this Section 13.07 f) ii) a) will then be followed beginning at Step 1.
- b) For the purpose of locating another job for which an employee may be eligible in the application of the requirements and procedure of Section 13.07 (f) (i) and (ii) for jobs within the plant, an employee with the skill and ability to perform the job as verified pursuant to Section 13.07 (f) (ii) shall be eligible for a training period of up to five (5) working days provided the Company has reasonable evidence in its records or as provided by the Union or the employee that such training period would enable the employee to meet the normal requirements of the work of such job within such five (5) day period. Employees with 15 or more years of seniority will be eligible for up to 10 working days of training under this provision.

iii) In the event of the failure to locate a job following the application of the procedures set out in Sections 13.07 (f) (i) and (ii), an employee will be given notice of layoff (without the prejudice to his/her right of grievance) under Sections 13.07 (f) (i) and (ii) and shall be eligible for the first job commencing from the bottom of the plant-wide seniority list held by an employee with less seniority or an open job, on a training basis, where the Company has reasonable evidence in its records or as furnished by the Union or the employee, either that the employee has transferable skills which would enable him to meet the normal requirements of the work of such job within a maximum period of ten (10) working days (which may be extended by agreement), or that having previously worked on such job (or on a job requiring similar skills) s/he could so perform it within such period.

Should the employee, upon being so transferred, be unable to meet such requirements during the maximum period of ten (10) working days (or as may be extended by agreement), or should it become so apparent in a lesser time than the ten (10) day period, s/he will be eligible for one further transfer to:

an open job or,

if no open job is available, a job held by an employee with less seniority which s/he can perform without training as otherwise provided in this sub-section.

In laying off such employee because such a job is not available, further notification of layoff is not applicable.

13.08 An employee shall maintain and accumulate seniority under the following conditions:

- a) during absence due to illness, not to exceed twenty-four (24) consecutive months;
- b) during leave of absence granted by the Company in writing;
- c) during a layoff not to exceed twenty-four (24) consecutive months;
- d) during an absence due to a compensable injury or compensable illness for which s/he is receiving Worker's Compensation Benefits.

13.09 An Employee shall maintain seniority under the following conditions:

- a) during a period of layoff as follows:
 - Greater than 60 worked days at date of layoff – recall for a period of 24 months;
 - 2 years seniority or greater – recall to a maximum of their seniority at date of layoff or a maximum of 8 years whichever is less;
- b) during an absence due to illness for a period of excess of twenty-four (24) consecutive months.

13.10 An employee shall lose his/her seniority standing under the following conditions:

- a) if the employee leaves the employ of the Company;
- b) if continuously laid off for a period in excess of the applicable limit outlined in 13.09a) above;
- c) if discharged for just cause and such discharge is not reversed through the grievance procedure provided herein;
- d) if an employee fails to report for work in accordance with the provisions of Section 13.07 (d);
- e) if an employee overstays a leave of absence for a period of seven working days without the written permission of the Company;

13.11

- a) An employee of the Company with sixty (60) worked days or more of service credits who was transferred from the Bargaining Unit to a position outside the bargaining unit prior to April 23, 1983, may be returned to the Bargaining Unit and have seniority computed from the last date of hiring.
- b) An employee with sixty (60) worked days or more of service credits who was transferred from the Bargaining Unit to a supervisory position on or after April 23rd, 1983, but prior to April 23, 1985, may be returned to the Bargaining Unit on the basis that, if returned within a period of twelve (12) months from the date of such transfer, service credits for seniority purposes will consist of service credits held upon being so transferred from the Bargaining Unit, plus service credits accumulated out of the Bargaining Unit for a period of up to one (1) year.

If not returned to the Bargaining Unit within twelve (12) months of the date of transfer, then service credits for seniority purposes will be the service credits on the day prior to the transfer from the Bargaining Unit. After accumulating twelve (12) months service credits following the return to the Bargaining Unit, service credits for seniority purposes will be the employee's total service credits with the Company.

- c) An employee with sixty (60) worked days or more of service credits who is transferred from the bargaining unit on or after April 23, 1985 may be returned to the bargaining unit on the basis that if returned within a period of twelve (12) months from the date of such transfer, service credits for seniority purposes will consist of service credits held upon being so transferred from the bargaining unit plus service credits accumulated out of the bargaining unit for a period of up to one (1) year.

If not returned to the bargaining unit within twelve (12) months of the date of transfer, then service credits for seniority purposes will be the service credits on the day prior to the transfer from the bargaining unit.

The seniority restrictions outlined in Section 5 b) and c) will not apply to transfers between Local 504 bargaining and Local 504 Salaried.

- d) An employee with sixty (60) worked days or more of service credits who is transferred from the bargaining unit on or after April 23, 1987 may be returned to the bargaining unit on the basis of c) above during a period of two (2) years from date of transfer. Once the two (2) year period has expired the provisions of this Section 13.11 will not apply, and any subsequent return to the bargaining unit by the employee would be as a new employee.
- e) An employee with sixty (60) worked days or more of service credits who is transferred from the bargaining unit on or after April 23, 1998 may be returned to the bargaining unit on the basis of c) above during a period of one (1) year from the date of transfer. Once the one (1) year has expired, the provisions of this Section 13.11 will not apply, and any subsequent return to the bargaining unit by the employee would be as a new employee. The seniority and return restrictions outlined in b), c), d) and e) will not apply to transfers between Local 504 bargaining and Local 504 salaried.
- f) An employee returning to the bargaining unit under this Section shall do so by displacing the most junior employee, starting at the bottom of the Master Seniority List, on a job s/he can perform under the terms of Section 13.07. Seniority for this purpose will be as determined under 13.11 a), b) c) or d) above.

13.12 A department Steward who has five or more years' seniority shall have preferential seniority, exercisable within his/her department in respect of a layoff or transfer out of the department resulting from lack of work, and s/he shall be given a job as set out in the Note to 13.07 (f) (ii) (a), or the application of Section 3 of Appendix "B", to the Note to 13.07 (f) (ii) (a), provided s/he can meet the normal requirements of the work available. Committeepersons shall have preferential seniority on the same basis in their respective Zones. The Unit Chairperson shall have preferential seniority on the same basis throughout the bargaining unit.

13.13 An employee claiming that s/he has been laid off or transferred contrary to the provisions of this Article, or that s/he has not been recalled in conformity therewith, may lodge a grievance in writing directly with the Industrial Relations Department of the Plant under Section 19.04 of the grievance procedure. The Company will investigate any such grievance and if it is sustained during the course of the grievance or arbitration procedures, the employee will be compensated at the appropriate rate of pay for the job s/he would otherwise have occupied, subject to fulfillment of the following conditions:

- a) In the case of a grievance covering a layoff or recall:
 - i) The employee shall designate in such grievance at the time it is lodged, the names of the job incumbents whose jobs s/he claims s/he should occupy, provided that s/he shall be limited to naming not more than six job incumbents; provided further that, in the event such grievance is referred to

arbitration, pursuant to Article 20, the Union shall notify the Company in writing at least three weeks prior to the date established for the Arbitration Hearing as to the name of one or such job incumbents whose job shall be the subject matter of the claim before the Board of Arbitration.

It is understood, however, that if such job incumbent has been transferred or laid off prior to the date set by the Board of Arbitration, the Company will notify the Union and within two working days thereafter, the Union shall advise the Company as to the name of an alternative job incumbent selected from the names as contained in such grievance,

In the event that all the original named job incumbents have been transferred or laid off prior to the date established for the Arbitration hearing the Union shall notify the Company in writing, within two working days of the company notifying the Union that all the named incumbents have been transferred or laid off, one of the original named job incumbents whose job shall be the subject matter before the Board of Arbitration.

- ii) Pending completion of the grievance procedure under Section 19.04, the employee will, if required by the Company, accept assignment upon one working day's notice, to another job which s/he can perform;
 - iii) Any compensation will be less any monies earned, or any unemployment insurance, Workers' or other compensation received by the employee (but exclusive of any other monies which the employee would normally have continued to receive);
 - iv) The employee shall make every reasonable effort to minimize any loss of earnings resulting therefrom.
- b) The conditions set forth under sub-section (i) and (iii) above, shall apply to a grievance concerning a transfer.
- c) The grievance shall be lodged:
- i) in the case of a layoff grievance, within a period of ten calendar days where notice is given under Section 13,07(c) and within the same period immediately following the commencement of the layoff where such notice is not given;
 - ii) in the case of a transfer grievance, such grievance shall be lodged within the period of ten calendar days following the date of the disputed transfer;
 - iii) in the case of a grievance arising under Section 13,07 (e) above, such grievance shall be lodged within a period of seven calendar days following the date the other employee commenced work on the job the grievor claims;
 - iv) in the case of a recall grievance arising under Section 13,07 (d) such grievance shall be lodged within a period of six months following the date the other employee, who the grievor alleges was recalled in his/her place, commenced work. If such grievance is sustained, compensation will be payable beginning with the working day nearest to the seventh calendar

day prior to the date of the grievance.

13.14 If an employee has been transferred to a job in another department, or has been given notice of layoff, in either case under the provisions of this Article 13, s/he may request an interview for the purpose of discussing such transfer or layoff subject to the following conditions:

- a) The employee shall request his/her supervisor to arrange for such interview, which will take place with a Company representative(s), at the Employment Office, provided that the request is made to his/her supervisor no later than two working days following the date of such notice of layoff or transfer.
- b) The supervisor will arrange for such interview which will take place no later than two working days following the date s/he received the employee's request.
- c) If requested by the employee concerned, the Zone Committeeperson may be present at such interview, and s/he shall have access to the master seniority list.
- d) Following such interview, if the employee disputes such transfer or layoff, s/he may, with the assistance of his/her Zone Committeeperson, prepare and sign a grievance which shall be lodged in accordance with the provisions of this Article.
- e) The designation of the time and place of such interview as well as the preparation of such written grievance as provided above shall be subject to the direction of the supervisor concerned and such interview including the preparation, if necessary, of a written grievance shall be held during working hours in accordance with the time limits established in this Section.

13.15 An employee with seniority who has been absent from work due to illness or accident and, when medically cleared to return to work, is unable, in the opinion of the Company, to perform the normal requirements of the work of the job performed by him/her immediately prior to such illness or accident, will exercise his/her seniority as set out below.

In the above circumstances, should there be a difference of opinion in terms of the employee's fitness to perform his/her prior job, an attempt will be made to resolve the issue by referring the matter to a physician mutually agreed to by the employee and the parties to the Collective Agreement.

If the employee is unable to return to his/her former job, s/he will exercise his/her seniority as set out in Section 13.07 f) ii) a), provided the employee fulfills the conditions of Section 13.07 f) ii).

In the event of the failure to locate a job following the application of the foregoing, then the terms and conditions of 13.07 f) iii) shall apply, it being understood that notification of layoff shall not be required.

ARTICLE 14

JOB POSTING, TEMPORARY TRANSFERS AND JOB FILLING SEQUENCE

14.01

- a) All open jobs will be posted on plant bulletin boards for a period of two (2) working days and will state the Job Classification, Labour Grade, Job Rate and will also stipulate the required qualifications for the job. During this period, employees who have completed their probationary period may make application in writing on the Company form provided, for transfer to the open job.
- b) Open jobs are defined as job codes to which employees do not have a recall right under the terms of the Collective Agreement.
- c) Among applicants who first meet the minimum required qualifications for a job, seniority then will be considered an important factor in awarding the job posting. The only circumstance under which seniority would not prevail must involve a significant difference in skill, ability or experience related to the job in question.
- d) Notwithstanding the above, nothing shall prevent or be construed as restricting the Company from filling such opening(s) in the interval between posting the open job and placing the individual selected on the job.
- e) The names of all applicants for an open job, their seniority dates, and the name of the applicant selected to fill the open job will be posted on the plant bulletin boards within 7 working days of the job being awarded and accepted by the applicant.
- f) An employee transferred to an open job as a result of job posting will not have a claim on a further job transfer by these means for a period of six (6) months from the date of transfer, unless the employee is being paid Job Rate in the current classification and for whom the new job would be an upgrading (in a higher Labour Grade).
- g) In administering this job posting procedure, the Company will endeavor to make selection decisions and implement employee transfers in an expeditious manner. Once the employee is informed that s/he is the successful applicant to a job posting, the individual must declare his/her acceptance of the job by the end of the following shift. If acceptance is not received, the Company will assign the position to the next qualified applicant. The successful applicant to a job posting will be paid the appropriate rate for the new job, if higher than his/her current rate of pay, and will be placed in the Job Code subject to 14.01 (h) when transferred or beginning the seventh working day following the date the selection decision is made, whichever occurs first.
- h) In the event an employee selected through the above job posting procedure is unable to meet the quality and quantity requirements of the job because of his/her inability to qualify on the job, and not because of lack of application on his/her part, the following will apply:
 - i) The employee will be returned to the job held immediately prior to the transfer, providing it has not been filled by a more senior employee in the

interim.

- ii) If the employee cannot return to his/her former job under i), the employee will be subject to the provisions of Section 13.07 (f) in the Collective Agreement,
- iii) Any employee who is displaced by an employee returning to his/her former job under i) will have the above provisions similarly applied in his/her case.
- iv) The initial open job from which the employee is removed under this provision will be filled by applying the terms of c) above to the original list of applicants for the job.

14.02

- a) Any temporary job vacancy created by the absence of an employee, whereby the Company deems it necessary to place another employee on the job during the absence, shall be posted as a temporary open job subject to the provisions of this Article where such vacancy is expected to exceed two (2) months in duration. In addition, the Company may post temporary open jobs during peak vacation periods, in order to accommodate vacation requests.
- b) All employees who have filled temporary job postings under a) shall be returned to the jobs held prior to the transfer, If such job is no longer available, the provisions of 13.07 f) will apply.

14.03

- a) All temporary job vacancies as in Section 14.02-that are expected to extend for a period in excess of five (5) working days but less than two (2) months, will be handled in the following manner, commencing no later than the sixth (6th) working day of vacancy:
 - i) The vacancy will be filled by the most senior employee in the area, as defined in Section 6.05f), on the same shift who is in the labour grade immediately below the job vacancy, and who:
 - possesses the minimum qualifications for the job,
 - is willing to accept the temporary transfer.
 - ii) If the vacancy is not filled through the application of i), then the procedure will be repeated with employees in the area on the same shift in successively lower labour grades.
 - iii) The same procedure will be followed in selecting replacements for employees who transfer to fill such temporary vacancies,
 - iv) If the vacancy remains unfilled, the supervisor will assign an employee to the temporary position.
- b) Upon the return of the absent employee(s), all employees who have filled

temporary job vacancies under a) shall be returned to the jobs held prior to the transfer. If such job is no longer available, the provisions of 13,07 f) will apply.

14.04

- a) The sequence to be followed in the filling of job openings in the bargaining unit, as outlined in Article 13.07 (d) and (e), and Article 14.01 and 14,02, is defined below:
 - i) Employees in the bargaining unit who are working in another classification and who have recall rights under Article 13,07 (e), followed if necessary by;
 - ii) Job posting under Article 14, followed if necessary by;
 - iii) Employees in the bargaining unit who are on layoff and who have recall rights under Article 13.07 (d), followed if necessary by;
 - iv) Consideration of employees in CAW Local 504 salaried, followed if necessary by;
 - v) New hires.
- b) It is further understood that employees in process of layoff (Article 13.07 (f)) will also be considered for open jobs as outlined in the Agreement, prior to the job posting step, but subsequent to any employee who has recall rights as in (i) above. In the event a job has been posted it will still be considered an open job for this purpose until an employee is actually transferred (moved) to the job.

ARTICLE 15 PROBATIONARY EMPLOYEE

15.01 The normal probation period for a new employee shall be sixty (60) worked days.

15.02 Where a probationary employee is re-hired within twelve (12) calendar months of a previous period of employment within the bargaining unit, s/he will be required to complete the balance of the sixty (60) worked days of probation, or a further ten (10) worked days of probation, whichever is the greater, before acquiring seniority. On completion of the probation period(s), the seniority date of the employee will be the last date of hiring by the Company.

15.03 It is clearly understood and agreed, however, that this provision does in no way modify any of the Company rights to evaluate employees during their probationary period. The Company has full right to discharge probationary employees for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of the Ontario Labour Relations Act. A grievance may be filed by a probationary employee who has been discharged.

ARTICLE 16

LEAVE OF ABSENCE

16.01 Leave of absence without pay will be granted to:

- a) two members of the Union with seniority standing for full time Local 504, Union work, and
- b) three members of the Union with seniority standing for full time National Union work,

for the duration of this Agreement or until the completion of his/her mission, whichever first occurs. Upon completion of his/her mission or upon the expiration of this Agreement, whichever first occurs, s/he will be given re-employment on the basis of his/her continuity or seniority in his/her former position or in a similar position at the rate prevailing at the time of such re-employment. An employee who is granted such leave of absence under this Section and who returns to work on completion of his/her mission will be ineligible for another such leave within a period of three months. Continuity of seniority will only be granted to such member upon the resumption of employment with the Company.

16.02 Leave of absence without pay will be granted to an employee who is elected to serve in a full time capacity in public office such as a Federal M.P., Provincial M.P.P., or member of a Municipal or regional government legislature. Upon completion of his/her term in office, s/he will be given re-employment and seniority consideration as outlined above in Section 16.01.

16.03 Upon written request by the Union and if reasonable notice is given, the Company will grant leave of absence to employee(s) without pay for Union business.

During leave of absence under this Section, the employee will maintain and accumulate seniority,

Under this Section, except for leaves of absence due to grievance and arbitration participation and negotiation preparations and processes, not more than three hundred (300) person-days total leave of absence will be granted in any one calendar year.

It is understood that the Company may withhold leaves requested by the Union and ask the Union to substitute other employees if the numbers of leaves requested in respect of any job, department or division interferes with the operating requirements of the Company.

16.04

Maternity and Parental Leave

- a) Subject to the following conditions, the Company will grant a leave of absence without pay to a pregnant employee at her request:
 - i) Such employee must have thirteen (13) weeks seniority prior to the leave commencing.
 - ii) The employee must give the Company two (2) weeks notice prior to the leave commencing.
 - iii) The Company may require medical verification of the employee's

- condition.
- iv) Leaves will normally be granted for periods up to 17 weeks.
 - b) Subject to the following conditions, the Company will grant a leave of absence without pay to an employee for a parental leave at his or her request.
 - i) The employee must have 13 weeks seniority prior to the leave commencing.
 - ii) The employee must give the Company two weeks notice prior to the leave commencing.
 - iii) The leave must commence within fifty-two (52) weeks of the birth of the child or from when the child came in to the custody of the parent for the first time. However, if the employee was on a leave of absence under 16.04 (a), then the leave must be taken immediately following that leave of absence.
 - iv) Leaves will normally be granted for periods up to thirty-seven (37) continuous weeks except for a employee who was granted a leave of absence under 16.04 (a) who may be granted leaves up to thirty-five (35) weeks.

Leave of Absence

- c) i) The Company will not unreasonably withhold leave of absence without pay when requested by employees for other personal reasons.
 - ii) A copy of the complete approved leave of absence form will be provided to the employee.
 - iii) The Company will respond to the request of an employee within ten (10) working days from the date of the request for leave. Failure to respond by the Company within the time frame will result in the approval of such leave as requested by the employee.
- d) The Company will not unreasonably withhold, subject to the needs of the business, a leave of one (1) day or less without pay for personal reasons, if notified one (1) week or more in advance. The Company will respond to such a request within forty-eight (48) hours from the time the request is made (Saturday, Sunday and Specified Holidays excluded). Failure to respond by the Company within the time frame will result in the approval of such leave as requested by the employee.
- e) In the event that an employee with sixty (60) worked days or more of service credits takes a leave of absence due to pregnancy and is denied Employment Insurance (E.I.) Maternity benefits, solely because of the prior use of E.I. Benefits while with the Company, the Company will pay her an amount equal to the maternity benefits she otherwise would have received from E.I.

-

ARTICLE 17 DISCHARGE AND SUSPENSION GRIEVANCES

17.01 A claim by an employee that s/he has been suspended or discharged without just cause from his/her employment may be treated as a grievance and a written statement of such grievance, signed by the employee, must be lodged by the Union or the employee with the Industrial Relations Department of the Plant within four (4) working days immediately following the date of suspension or discharge, and the case shall be disposed of within ten (10) working days in the case of a suspension and within six (6) working days in the case of a discharge after the date of filing of the grievance, except where such case goes to arbitration. The employee(s) shall have the right to see his/her Steward prior to leaving the plant, at a time and place designated by the Company.

The four working day limitation referred to above will not apply if the suspended or discharged employee is able to prove his/her inability to communicate with the Company by reason of illness.

17.02 Such suspension or discharge grievance may be settled:

- a) by confirming the Management's action in suspending or dismissing the employee, or,
- b) by reinstating the employee with full compensation for time lost, or,
- c) by any other arrangement which is just and equitable in the opinion of the parties or through the arbitration process.

ARTICLE 18 STEWARDS

18.01 Definitions:

- a) "Departmental Steward" is a person elected or appointed by the Union members of his/her department to represent the department in which s/he is employed.
- b) "Committeeperson" is a person elected or appointed by the Union members of his/her zone as their representative.

18.02 The Company acknowledges the right of the Union to elect or appoint in total one steward for every thirty-five (35) employees, or major fraction thereof, in the bargaining unit, to assist in the presentation of their grievance. The determination of the appropriate overall number of stewards will be made semi-annually on April, 15th and October 15th. The distribution of the stewards in terms of areas of representation will be defined and mutually agreed between the parties. In the event a situation develops where it appears to either party that the normal application of this Section is resulting in inadequate or excessive steward representation, a meeting may be requested by the Company or the Union to discuss and rectify the problem.

18.03 The Union acknowledges that stewards, as well as other members of the

Union committees, and the Union officers, will continue to perform their regular duties on behalf of the Company, and that:

- a) such persons will not leave their regular duties without obtaining permission from their supervisor who will be given a reasonable explanation for the requested absence;
- b) when resuming their regular duties after engaging in duties on behalf of the Union, they will report to their supervisor immediately upon their return;
- c) any Union representative who is privileged by this Agreement to take up Union business in a department other than his/her own will also report to the supervisor of that department at the time.

18.04 A Steward will assist in the grievance procedure as set forth in Article 19 except that in the absence of a Steward the Committeeperson shall act in his/her place.

18.05 A Departmental Steward deputized by the Union to substitute for a Committeeperson may carry out the Committeeperson's duties on behalf of the Union in the event of the Committeeperson's authorized absence from the plant.

18.06 The Company will pay for time lost while on Company premises and authorized to be absent from regular duties under Section 18.03 during his/her normal hours of work as set out in Article 6, as follows:

- a) 100% of time lost to a maximum of 2-1/2 hours pay in any one week to Department Stewards;
- b) 100% of time lost to a maximum of 2-1/2 hours pay in any one week to Job Evaluation Panel members. This represents a total accumulation of time by all Panel members and is not intended to be applied as 2 1/2 hours pay per Panel member;
- c) 100% of time lost to a maximum of 5-1/2 hours pay in any week to Committeepersons;
- d) 100% of time lost by Grievance Panel to a maximum of 3-1/2 hours pay in any one week;
- e) The Company will supply to the union a list showing the number of hours paid to each of the Stewards or Committee members named above.

18.07

- a) If requested by the employee concerned, a copy of a written notice of discipline will be given to the employee's department Steward for the information of the Union as soon as practicable,
- b) All notices of discipline will be removed from employee records after eighteen (18) months from the date of issue. An exception to the above will be any situation whereby the notice of discipline represents a reoccurrence of a similar nature within the eighteen (18) month period, in which case the prior notice will be retained in the records.

18.08 Time lost by a Committeeperson or a Steward during his/her normal hours of work as set out in Article 6, while on Company premises and when authorized to be absent from his/her regular duties under Section 18.03, shall not thereby disqualify him/her for premium rate under Article 6 to which s/he would otherwise be entitled.

ARTICLE 19 GRIEVANCES

19.01 Nothing herein shall prevent an individual employee from discussing a complaint with his/her supervisor, or submitting a grievance on his/her own behalf as provided herein, except that if the Union has taken up a grievance on behalf of the employee with his/her consent, the withdrawal of such consent shall not prevent the Union from processing the grievance under the grievance provisions hereof.

19.02 First Stage: The employee may request permission of his/her supervisor to discuss and/or prepare a grievance with his/her Department Steward as provided in Section 19.07. A written grievance, signed by the employee or a representative number of the employees concerned, shall be submitted by the Steward and/or the employee to the supervisor concerned. The supervisor will sign the grievance and indicate the time and date received. The supervisor shall give his/her answer in writing to the Department Steward within four working days of the date on which s/he receives the grievance. The supervisor will, on the same day, give a copy of his/her answer to the employee(s) and s/he will also arrange for two additional copies to be given to the Zone Committeeperson.

19.03 Second Stage: If a settlement is not reached under the first stage above, the grievance shall be submitted to the supervisor's immediate Manager by the Zone Committeeperson within thirty days from the date of the supervisor's answer under Section 19.02. The supervisor shall sign and date the grievance. The grievance will be referred by the supervisor's immediate Manager to the Industrial Relations Department of the Plant.

However, within five (5) working days from the date of the supervisor's answer under Section 19.02, a meeting may be held between the Zone Committeeperson and such Manager to discuss the grievance, if requested by either the Zone Committeeperson or such Manager.

19.04 The Industrial Relations Department will arrange a meeting within two weeks of the date on which the grievance was submitted by the Zone Committeeperson. The Manager of Industrial Relations, or his/her appointee, shall give an answer in writing within ten (10) working days of such meeting. Meeting with the Industrial Relations Department in connection with 13.13, however, shall take place within two weeks of the date of receipt of the grievance.

19.05 During the Second Stage meeting as provided above, the Union, or the

employee, may be represented by a representative of the National Office of the Union, one full-time official of the Local Union, a maximum of three members of the Union Grievance Panel who shall be employees of the Company and any employee possessed of factual knowledge touching on the matter in question. The Company shall also have the right to have present any officers, officials or agents of the Company.

19.06 The time limits set out in Section 19.02, 19.03 and 19.04, shall be strictly observed. Any grievance not filed within the time limits established by the provisions of this Agreement shall be considered disposed of or settled. If the Company fails to comply with the time limits established by the provisions of this Agreement, the Union may file the grievance in the next succeeding stage. It is expressly provided, however, that the parties may agree in writing in respect to any grievance to extend and/or waive any of the time limits imposed on either of them.

19.07 The designation of the time and place involved in the discussions and meetings and/or for the preparation of written grievances as provided in the foregoing sections of this Article shall be subject to the direction of the supervisor concerned and shall be held during working hours within twenty-four (24) hours of the request being registered with the Supervisor.

19.08 The Company shall not be liable for retroactive payments prior to six months from the date of filing of a grievance hereunder. It is understood that a grievance should be filed within twelve months of the date of the occurrence which gave rise to it. In the event, however, a grievance is filed more than twelve months after the date of the occurrence which gave rise to it, the Company's liability for retroactive payment shall be reduced by the number of days that the period from the date of such occurrence, to the date of the filing of the grievance, is greater than twelve months.

19.09 It is understood that the Company may bring forward and give to the Union at any time any grievance:

- a) with respect to the conduct of the Union, its officers or Committeepersons;
- b) with respect to the conduct of the employees generally;
- c) with respect to the application or interpretation of any provision of this Agreement.

The grievance shall first be presented in writing to the officials of the Union and a meeting will be held within seven calendar days with the Union and its representatives. Failure to agree within a period of four calendar days subsequent to the meeting, - will permit the Company to refer the matter to a Board of Arbitration as hereinafter described, within thirty calendar days.

19.10 The Union may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement. Such a grievance will be entered by the President, with the Manager of Industrial Relations who, within 48 hours, will notify the Union at which stage the grievance will be processed.

19.11 The Company will pay for time lost by an employee, to a maximum of fifteen (15) minutes, for the purpose of preparing a written grievance under Section 19.07.

In cases where the Union requests that the grievor be present at the second stage meeting referred to in Section 19.05, the Company will pay fifty percent (50%) of the time spent at such meeting(s) by the grievor, or in the case of a group grievance, one grievor selected by the Union to represent the group.

ARTICLE 20 ARBITRATION

20.01 Failing settlement under the grievance procedure set forth in Article 19 hereof of any grievance between the parties or any employee's grievance arising from the interpretation, application, non-application or violation of any of the provisions of this Agreement, including any question as to whether a matter is arbitrable, such may be referred to arbitration within thirty (30) days.

20.2 Disputes which are carried to the arbitration stage shall normally be heard before a single Arbitrator. The Company and the Union have agreed that the under mentioned persons shall be called to arbitrate on a rotation basis, in order of their listing:

Ms. Gail Brent
Mr. Howard Brown
Mr. Ross Kennedy
Mr. Randy Levinson

A grievance slated for arbitration shall proceed in the following manner:

- a) A letter shall be sent within fifteen (15) days to the appropriate arbitrator on the list in accordance with the foregoing.
- b) In no event will an Arbitrator on the list be passed over and the next Arbitrator selected without the mutual agreement of the parties.

20.03 The decision of the single Arbitrator with respect to matters coming within the jurisdiction of and pursuant to the provisions of This Agreement, shall be final and binding on both parties hereto, and should be rendered within seven (7) working days from the time the matter was referred to the single Arbitrator.

20.04 Such single Arbitrator shall have no jurisdiction to alter, change, amend or enlarge, the terms of this Agreement.

20.05 Expenses which may be incurred in connection with the single Arbitrator will be borne equally by both parties to this Agreement.

20.06 Where applicable, a grievance, when posted for arbitration, shall state the Article and Sections of this Agreement which it has alleged have been

breached.

20.07 In the case of any grievance filed under Section 9.05, the jurisdiction of a single Arbitrator shall be limited to the provisions set forth in Section 9.07.

20.08 The foregoing in no way prevents the parties from applying for arbitration under the Ontario Labour Relations Act.

20.09

As an alternative to the regular arbitration procedure provided for in the Collective Agreement, the parties may agree, in writing to refer a grievance for final and binding arbitration to a Grievance Commissioner, selected from the following list in the order in which their names appear:

David Whitehead

Tim Armstrong

The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed pursuant to the regular arbitration procedures provided for herein.

Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:

- i) The decision of the Grievance Commissioner shall be confirmed to the grievance referred to him or her. Such decision must be consistent with the provisions of the Collective Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of the Collective Agreement.
- ii) The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union, and shall represent full and final settlement of all matters relating to the grievance in question.
- iii) The Union and the Company shall each be responsible for one half of any fees or expenses charged by the Grievance Commissioner.
- iv) The parties shall meet at least thirty (30) calendar days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine which facts can be agreed upon. All such facts will be put together in a joint Agreed Statement of Fact by the parties. In addition, a

Joint Statement of Evidence will be prepared by the Parties which will outline all facts and assertions that cannot be agreed upon and that each party considers relevant and intends to call into evidence in respect of at the hearing of the Case. Both the Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) calendar days before the commencement of the grievance hearing.

- v) If either party fails to meet the requirement of Section (iv), the matter shall be referred to the regular arbitration procedure.
- vi) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make further representations or bring forward evidence, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- vii) The Grievance Commissioner shall be required to render his/her decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.

It is understood and agreed that grievances may not be referred to a Grievance Commissioner without the mutual agreement, in writing, of the Company and the Union. In the absence of such mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in the Collective Agreement.

It is understood and agreed that any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in the Collective Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.

ARTICLE 21 CHECK-OFF

21.01 During the term of this Agreement, the Company will continue to recognize dues deduction authorization cards of present employees and will deduct in accordance therewith for each pay period, an amount equivalent to Union Dues. The Company shall remit all dues and initiation fees deducted to the Local 504 Financial Secretary by the 15th day of the calendar month following the month during which deductions were made. The Company will also supply a list of the names of those for whom deductions were made with the amount of each deduction. The list will also include those members who did not have union dues deducted.

21.02 An employee hired or entering the bargaining unit during the term of this Agreement will be required within 30 days after his/her date of employment or

transfer to complete an Employee's Check-off Card (in the form set out in Appendix "C"), assigning to the Union, through payroll deductions, an amount equivalent to that provided under 21.01, The same requirements shall apply to any present employee within 30 days after the date of this Agreement for whom no Employee Check-Off Card is on record with the Company,

21.03 When the dues deduction authorization card has been signed by the employee and deposited with the Company, deduction will be made in accordance with the provisions of this Article, for the term of this Agreement and any extension or renewal thereof.

21.04 Upon written authorization from an employee (in the form set out in Appendix "C") the Company will deduct an initiation fee, as prescribed by the Union in a written letter to the Company.

21.05 There will be no coercion or intimidation of any employee by either the Company or the Union in regard to the dues deduction arrangement.

21.06 Union dues are deductible in each pay period for which an employee receives pay, except where such pay is insufficient to cover dues deduction, in which cases, the omitted deduction will be recovered in the next pay period in which there is sufficient pay. An exception to the foregoing will be an employee returning to work following an absence on either Workers' Compensation or LTD benefits.

21.07 The Union agrees to keep the Company harmless from any claims against it by an employee which arise out of deduction under this Article.

21.08 An employee who returns to work from layoff, sickness or leave of absence or who re-enters the bargaining unit, shall have current deductions automatically reinstated upon return to work.

21.09 It is agreed that before an employee enters the bargaining unit, the Zone Committeeperson, or a Departmental Steward deputized by the Committeeperson, shall have the right to interview such employee during a five minute period, at a time and place to be designated by the Company.

ARTICLE 22 REPRESENTATIVES

22.01 The Union shall supply the Company with the names of those employees who have been elected Union Officers, Grievance Committeepersons, Stewards and Union Job Evaluation Panel members authorized to represent the Union, and the Union shall keep such lists up-to-date and the Company advised accordingly.

22.02 The Company will supply the Union with the names, titles, and departments of Supervisors, Managers and representatives of the Personnel and Industrial Relations Department Staff who may be called upon to act with respect to the administration of this Agreement. Such information will be supplied to the Union on the occasion of the signing of the Agreement and on a quarterly basis

thereafter.

ARTICLE 23 INFORMATION TO THE UNION

23.01 Copies of all notices which are posted on the plant bulletin boards, which deal with hours, wages or working conditions, will be sent to the Unit Chairperson and the Local Union.

23.02 The Company will supply to the Union Committee the following information on an annual basis, except as otherwise indicated, and send a copy to the local Union Office:

- Employees who acquire seniority on an as it occurs basis.
- Employees by rate and classification.
- The names, phone numbers, addresses and postal codes on file of all active bargaining unit employees.

ARTICLE 24 NOTICES

24.01 The Company agrees to post in its plants, Union notices announcing Union meetings or social events, subject to the following conditions:

- a) Such notices shall first receive the stamped approval of the Company prior to posting.
- b) No change shall be made in any such notice either by the Company or by the Union, after it has received the stamped approval of the Company.

24.02 The Union will not distribute or post or cause or permit to be distributed or posted on the property of the Company, for or on its behalf, any pamphlets, advertising or political matter, cards, notices, or other kinds of literature except with the written permission of the Company.

ARTICLE 25 JURY DUTY

25.01 An employee who is called for Jury Duty will receive for each day of absence therefore, the difference, between pay lost, computed at the employee's hourly wage rate and the amount of jury fee received, provided that the employee furnishes the Company with a certificate of service signed by the Clerk of the Court, showing the amount of jury fee received.

25.02 An employee who is subpoenaed to appear in court as a witness, will be compensated for earnings lost in the same manner and subject to the same conditions as Article 25.01 above.

ARTICLE 26 BEREAVEMENT PAY

26.01 Subject to the following regulations, the Company will make payment of wages to an employee who is absent solely due to a death in his/her immediate family.

a) Such employee, except for the death and funeral, would otherwise be at work.

26.02 Members of the employee's immediate family are defined for the purposes of this Agreement as spouse, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren, brother-in-law and sister-in-law.

26.03 An employee will receive payment for the time lost from his/her regularly scheduled hours on the following basis:

a) Payment will be made on the basis of the employee's hourly wage rate for the employee's regularly scheduled shift up to 8 hours per day, exclusive of overtime and other forms of premium pay, as follows;

Up to five (5) days for	spouse, son, daughter, father, mother, stepparent and stepchild
Up to three (3) days for	sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren, brother-in-law, and sister-in-law, stepbrother and stepsister

b) The time to be paid may be any consecutive working days but must include the date of death or the day of the funeral. At the discretion of the Company, the bereavement days may be granted on non-consecutive days in order to meet unusual circumstances in particular cases. Such discretion will not be exercised in an unreasonable manner.

c) When requested by the Company, the employee will furnish satisfactory proof of death of the member of his/her immediate family.

26.04 An employee will receive payment for up to one day at his/her regular wage rate for the employee's regular shift of up to eight (8) hours for time lost solely due to his/her attendance at the funeral of a grandparent.

26.05 An employee will not be eligible to receive payments under this Agreement for any period in which s/he is receiving other payments in The form of vacation pay, specified holiday pay, disability benefit, or Worker's Compensation.

ARTICLE 27
EMPLOYEE DISPLACEMENTS THROUGH TECHNOLOGICAL CHANGE

27.01

- a) Technological change for the purpose of this section shall mean the introduction of new machinery, equipment and/or processes which will require an employee to acquire new occupational skills or render obsolete his/her present occupational skills or cause him/her to be removed from his/her present occupational classification.
- b) The Company and Union agree that technological change will be necessary in order to maintain a viable and competitive manufacturing facility. Therefore, when such technological change(s) occur, the Company will notify the Union as soon as approval for such expenditure is received. Such notification shall include the nature of the change, the effective date of the proposed change, the effects the change may be expected to have on employees' working conditions and terms of employment, and all data pertaining to the anticipated effects on employees.

27.02 Changes in occupational classifications as a result of the introduction of new technology, as defined in Section 27,01, will be applied as follows:

- a) If the new or changed occupational classification is classified in a labour grade which is equal to or higher than the employee's previous occupational classification (prior to the introduction of such technological change), the Company will provide a training period based on service credits as stated in Article 27,02 (b) on the new or changed job created to the senior employee(s) who is affected by such technological change, provided the number of such training periods afforded thereunder will not exceed the number of such new or changed jobs available. The employee will be selected for the training period on the basis of seniority, provided the Company has reasonable evidence in its records or as furnished by the employee or the Union that the employee has the skill and ability which would enable him/her to meet the normal requirements of the job within the maximum period as stated in Article 27.02 (b).
- b) If the new or changed occupational classification is classified in a labour grade which is lower than the labour grade of the employee's previous occupational classification (prior to the introduction of such technological change) or the employee(s) is/are unable to be placed as outlined in Article 27,02 (a) above, then the Company will allow the employee to displace the shortest service employee on an occupational classification which will allow him/her to maintain his/her former rate of pay (prior to the introduction of such technological change) provided the Company has reasonable evidence in its records or as furnished by the employee or Union that the employee has the skill and ability which would enable him/her to meet the normal requirements of the job with training within the maximum period based on service credits as outlined below:

SERVICE CREDITS

Greater than 60 worked
days and less than 1 year
1 year and less than 5 years
5 years and less than 10 years
10 years or more

TRAINING PERIOD

20 working days
30 working days
40 working days
60 working days

- c) If the employee is unable to displace the shortest service employee on an occupational classification which allows him/her to maintain his/her former rate of pay, then the same sequence of steps will be applied in relation to an occupational classification first one labour grade lower and so on.
- d) If, in the application of Section 27.02 (a), (b) and (c) above, the employee is unable to qualify for a placement opportunity or fails after such placement with training to meet the normal requirements of the job, the employee will be subject to the provisions of Section 13.07 (f) in the Collective Agreement.

27.03 An employee directly affected by technological change who is transferred under the provisions of this Article, shall be paid on any job to which s/he is transferred, a rate not less than his/her former rate prior to the introduction of such technological change for a period in accordance with his/her service credits as outlined in Section 27.02 (b) above.

27.04 The provisions of this Article, as outlined above, are applicable to all employees, provided they have completed a period of sixty (60) worked days with the Company as provided for in Article 15.

ARTICLE 28 DURATION AND TERMINATION

28.01 This Agreement shall remain in effect until April 22, 2004, and unless either party gives to the other party written notice of termination or of its desire to amend the Agreement, then it shall continue in effect for a further year without change.

28.02 Notices that amendments are required or that either party intends to terminate the Agreement may only be given within a period of ninety to seventy days prior to the expiration of this Agreement.

28.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating such proposals within fifteen days after the giving of such notice, if requested to do so. Such negotiations shall not continue beyond the expiration date of the Agreement or extension unless the parties mutually agree to extend the period of negotiations.

SIGNED by the parties hereto on the day
of _____, 2001 at the City of Hamilton,

CAMCO INC

CAW-CANADA
on behalf of Local 504

CAW-CANADA

APPENDIX "A"
LABOUR GRADE JOB RATES AND
PROGRESSION STEP RATES
EFFECTIVE APRIL 23, 2001

PROGRESSION STEP RATES				
LABOUR GRADE	JOB RATE \$	START RATE \$	AFTER 3 MONTHS \$	AFTER 6 MONTHS \$
1	17.855	17.855	--	--
2	17.974	17.855	17.974	--
3	18.089	17.794	18.089	--
4	18.206	18.089	18.206	--
5	18.357	18.206	18.357	--
6	18.551	18.357	18.551	--
7	18.787	18.357	18.551	18.787
8	18.975	18.551	18.787	18.975
9	19.203	18.787	18.975	19.203
10	19.645	18.975	19.203	19.645
11	19.848	19.203	19.645	19.848
12	20.077	19.645	19.848	20.077
13	23.696	22.177	22.563	22.946

General Increase of 39.0 cents per hour

APPENDIX "A"
LABOUR GRADE JOB RATES AND
PROGRESSION STEP RATES
EFFECTIVE APRIL 23, 2002

PROGRESSION STEP RATES

LABOUR GRADE	JOB RATE \$	START RATE \$	AFTER 3 MONTHS \$	AFTER 6 MONTHS \$
1	18.095	18.095	--	
2	18.214	18.095	18.214	--
3	18.329	18.214	18.329	--
4	18.446	18.329	18.446	--
5	18.597	18.446	18.597	--
6	18.791	18.597	18.791	--
7	19.027	18.597	18.791	19.027
8	19.215	18.791	19.027	19.215
9	19.443	19.027	19.215	19.443
10	19.885	19.215	19.443	19.885
11	20.088	19.443	19.885	20.088
12	20.317	19.885	20.088	20.317
13	23.936	22.417		22.803 23.186

General Increase of 24¢ per hour.

APPENDIX "A"
LABOUR GRADE JOB RATES AND
PROGRESSION STEP RATES
EFFECTIVE APRIL 23, 2003

PROGRESSION STEP RATES

LABOUR GRADE	JOB RATE \$	START RATE \$	AFTER 3 MONTHS \$	AFTER 6 MONTHS \$
1	18.445	18.445	--	--
2	18.564	18.445	18.564	--
3	18.679	18.564	18.679	--
4	18.796	18.679	18.796	--
5	18.947	18.796	18.947	--
6	19.141	18.947	19.141	--
7	19.377	18.947	19.141	19.377
8	19.565	19.141	19.377	19.565
9	19.793	19.377	19.565	19.793
10	20.235	19.565	19.793	20.235
11	20.438	19.4793	20.235	20.438
12	20.667	20.235	20.438	20.667
13	24.286	22.767	23.153	23.536

General Increase of 35.0¢ per hour

APPENDIX "B"
RED CIRCLE RATES

1. An employee who became entitled to a red circle rate including an occupational average (red circle) rate under Section 3 of Appendix "C" to the Collective Agreement between the parties dated November 3, 1961, and who retains such entitlement under subsequent Agreements and Appendices, and who continues to be paid such red circle rate on April 22, 2001, will be paid such hourly wage rate while s/he continues to perform the work of the same job classification, in respect of which it was acquired.
2. An employee being paid a red circle rate as of the above mentioned date shall lose such red circle rate if s/he does not perform work in that job classification for a continuous period of more than two years, or if s/he is laid off for more than one year, or if s/he declines his/her right to return as referred to in Section 13,07 (e) (i) of the current Collective Agreement.
3. In locating another job under Section 13,07 (f) (ii) of the Agreement for an employee who is being paid a red circle rate, a job for which the employee may be eligible shall be one on which the employee will receive a rate of pay (following the completion of the pay period concerned) equal to that received on the job from which the employee is transferred, following which, the steps under 13.07 (f) (ii) shall apply in the manner and sequence therein set out, with the same labour grade being interpreted to be the labour grade, the Job Rate of which is closest to that of the employee's pre-transfer rate.
4. An employee having a red circle rate who is transferred at the request of the Company for utilization of his/her applicable skills, when there is work for him/her on his/her regular job, shall be paid the Job Rate for the job classification to which s/he is transferred or his/her pre-transfer rate, whichever is the higher for the duration of the transfer.
5. An employee being paid a red circle rate to which s/he was entitled and retained entitlement under Section 1 hereof, and which originated in Section 1 (c) of Appendix "C" to the previous Agreement dated November 3, 1961, which resulted in subdivided converted incentive job classifications and who is transferred between such converted incentive job classifications shall retain his/her pre-transfer red circle rate.
6.
 - a) The hourly wage rate of an employee being paid a red circle rate on April 22, 1998, shall be increased by the same amount as the increase applicable to his/her respective Labour Grade Job Rate, effective April 23, 2001.
 - b) The hourly wage rate of an employee being paid a red circle rate on April 22,

1999, shall be increased by the same amount as the increase applicable to his/her respective Labour Grade Job Rate, effective April 23, 2002.

- c) The hourly rate of an employee being paid a red circle rate on April 22, 2000, shall be increased by the same amount as the increase applicable to his/her respective Labour Grade Job Rate, effective April 23, 2003.

7. For the purposes of this Appendix "B", a recall is defined as a return to work from layoff within a one-year period from the date of layoff. An employee being paid a red circle rate at the date of layoff, will, if recalled to his/her former job classification, have his/her red circle rate restored to him/her including any wage adjustment applicable to his/her red circle rate.

8. When the Labour Grade ranking of a job classification is changed through job evaluation, an employee who retains entitlement to be paid a red circle rate with respect to such job classification shall have his/her red circle rate determined by adding to the Job Rate for the Labour Grade in which the classification is ranked, the same differential, in cents per hour, that existed between the Job Rate for the Labour Grade in which the job classification was previously ranked and the employee's red circle rate.

APPENDIX "C"
DUES DEDUCTION AUTHORIZATION

CAMCO INC

I authorize the Company to deduct from each pay period of one week amount equivalent to Union dues and to remit the same promptly to the Financial Secretary of Local 504, of the CAW-CANADA.

I understand that this authorization is binding on me commencing from the date hereof.

DATE _____
SIGNATURE _____
DEPARTMENT _____
BADGE NO. _____

I also authorize the Company to deduct from my next first pay of the month, my Union initiation fee.

DATE _____
SIGNATURE _____

Appendices "D" and "E" contain the Letters of Understanding, Benefit Plans and Income Extension Aid Plan agreed upon by the parties. This material is reproduced in this Collective Agreement booklet for information purposes only. The Letters of Understanding, Benefit Plans and Income Extension Aid Plan do not form part of the Collective Agreement and are not subject to grievance or arbitration.

APPENDIX "D"
LETTERS OF UNDERSTANDING
CAW-CANADA, #504
APRIL 23, 2001 - APRIL 22, 2004

LETTERS

- | | |
|-----------|--|
| SECTION A | LETTERS BETWEEN THE
COMPANY AND THE UNION |
| SECTION B | LETTERS FROM THE COMPANY
TO THE UNION |
| SECTION C | LETTERS FROM THE UNION TO
THE COMPANY |
| SECTION D | LETTERS BETWEEN THE COMPANY AND THE UNION –
SKILLED TRADES SUPPLEMENT |
| SECTION E | LETTERS BETWEEN THE COMPANY AND THE UNION –
COMPETITIVENESS |

LETTERS OF UNDERSTANDING INDEX

SECTION A Letters Between Company and Union

- | | |
|-----|--|
| A1 | Article 13:05 - Vacation Shutdown |
| A2 | Recall from Layoff |
| A3 | Committeepersons |
| A4 | Provisional Job Classifications |
| A5 | Leaves of Absence for Union Business |
| A6 | Summer Students |
| A7 | Full-time Unit Chairperson and Health and
Safety Representative |
| A8 | Occupational Incident Review |
| A9 | Violence Against Women |
| A10 | Woman's Advocate |
| A11 | Workplace Harassment Policy |
| A12 | Diversity Committee |
| A13 | Health and Safety Training |
| A14 | Health and Safety Work Refusals and Reprisals |
| A15 | Overtime Form |
| A16 | LTD Review Committee |
| A17 | Restatement of Current Pension Plan #7 Document |

- A18 Pension Service Credits for Laid off Employees – Pension Plan #7
- A19 Articles 13.08 and 13.09 – Seniority Maintenance and Recall
- A20 Modified Work and Benefits Representative
- A21 Article 13.05 and Summer Students
- A22 Modified Work Policy
- A23 Rotating Shifts
- A24 16/18 Production
- A25 Voluntary Retirement Option

SECTION B Letters from Company to Union

- B1 Transfer of Employee
- B2 Change of Address Card & Lay-Off
- B3 Overtime Rates
- B4 Recall Form
- B5 Red Circle Rate Maintenance
- B6 Disability Benefits
- B7 Half Shift Specified Holidays
- B8 Retired Employees Benefits
- B9 Union Dues - T-4
- B10 Notification to Committeepersons - Discipline
- B11 Transfer of Work within Hamilton - Wentworth
- B12 Transfer of Work
- B13 Move of the Manufacture of a Product Line
- B14 Jury Duty
- B15 Definition of Open Job
- B16 Payment for Union Business
- B17 Company contributions to CAW Special Fund
- B18 Same Sex Bereavement - Article 26
- B19 Dental Codes
- B20 Article 13.05 Seniority and Layoff

SECTION C Letters from Union to Company

- C1 Article 9:07
- C2 Article 13:13 (a) (i)

SECTION D SKILLED TRADES SUPPLEMENT

- D1 Apprenticeship Agreement
- D2 Dues Deduction
- D3 Seniority
- D4 Definition of Skilled Trades
- D5 Labour Grades
- D6 Lines of Demarcation

- D7 Job Security
- D8 Committee on New Technology

SECTION E 1996 LETTERS OF UNDERSTANDING

- E1 Summer Shutdown
- E2 Summer Students
- E3 Temporary Job Vacancies
- E4 Employee Movement
- E5 Quality Commitment
- E6 Training Commitment
- E7 Continuous Operations
- E8 Union Representatives
- E9 Job Descriptions
- E10 Overtime Scheduling

SECTION A LETTERS BETWEEN THE COMPANY AND THE UNION

April 23, 2001

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H3

Attention: Mr. W. Thomson

Dear Sir:

LETTER A1 Article 13.05 Vacation Shutdown

This will confirm the understanding between the parties with respect to the Collective Agreement dated April 23, 2001 although not forming a Part thereof, relating to Section 13.05 of the Agreement.

Subject to the Company's operating requirements each supervisor will endeavor to apply the provisions of Section 13.05 as uniformly as possible amongst the employees of his department being laid off thereunder. Subject to the same consideration as set out above, if there is work available in the Longwood Road Plant, during vacation shutdown with respect to employees affected by sub-section (a) of 13.05, such employees will be offered temporary assignments to jobs which they are qualified to perform at the appropriate job rate.

LETTER A-2 Recall from Layoff

This will confirm that for the duration of the Collective Agreement dated April 23, 2001, where an employee is given notice of recall from layoff, the Company will not unreasonably insist on employees accepting employment where the Company anticipates that employment following recall will be of 4 weeks or less, where the Company has evidence that the employee is actively employed elsewhere,

In this connection, it must be understood however, that in granting or withholding this arrangement to employees in receipt of such notice, the Company will not be held in violation of the recall provisions of the Seniority Article of the Collective Agreement, nor will the employee lose his/her other recall rights.

LETTER A-3: Zones for Committeepersons

This is to confirm the Company agrees to modify the area of representation of Committeepersons as referred to in Clause 18.01 (b) of the Collective Agreement dated April 23, 2001, it is agreed that the four (4) Zone Committeepersons will be established based on the following breakdown:

Zone 1

505 -- Refrigerator Assembly

507 -- Refrigerator Repair

509 – Sub Assemblies
516 – Refrigerator Door Assembly
525 -- BIS/12 Door Assembly
584 – BIS/12 Assembly and Repair

Zone 2

521 -- Enamel
524 – BIS Pre-Foam
526 -- Vac Form
531 -- Paint
532 – Silkscreen
581 – Units
586 – Plastics
594 - Materials
515 – Inspection
Lab
Warehouse

Zone 3

510 – Backguards
511 – Range, Range Doors and Cooktops
517 -- Prefoam
541 – Weld
542 – Bay 5
551 – Press Shop
525 – Fagor & Corno Marcos Doorlines
Facilities

Skilled Trades

Maintenance
Toolroom
Boilerhouse
Any other trades recognized by the CAW

It is understood that the representation as set forth in this letter shall apply during the term of the Agreement dated April 23, 2001, although not forming a part thereof, and any changes thereto shall only be made as mutually agreed in writing.

LETTER A-4 Provisional Job Classifications

This will confirm that for the duration of the Collective Agreement dated April 23, 2001, although not forming part thereof, the Union recognizes that it may be necessary for the Company to implement job classifications without benefit of job identifications and factor ratings. In such cases, the Company will establish a "provisional" job classification and notify the Union within three working days of its implementation, The Company will notify the Union if a final job classification cannot be issued within a period of three months from the date the Union was first notified of the "provisional" job classification.

It is understood and agreed that the grievance procedure cannot be exercised until the final job classification is issued. In the event that such job classification is ranked in a labour grade that is higher than that of the provisional job classification, the resulting difference in job rate will be paid retroactively for all hours worked in such job classification to the date the provisional job classification became effective.

In the event a change in the work content has taken place since the date of implementation of the provisional classification, and such change results in the job classification being ranked in a higher labour grade, retroactively for such change will be paid for all hours worked in such job classification to the date of the change.

LETTER A-5 Leave of Absences for Union Business

This will confirm that for the duration of the Collective Agreement dated April 23, 2001, although not forming part thereof, the Company is prepared to make arrangements whereby the lost time of leaves of absence pursuant to Section 16.03 shall be paid by the Company on the condition that the Union will reimburse the Company for payment in excess of that to be made by the Company under Section 18.06 not later than the tenth day of each month as heretofore. Therefore, for the purpose of these arrangements, Sections 16.03 and 18.03 will need to be administered in such a way so that a time card, as provided by the Company shall provide a record of the reason, including a reasonable explanation for the requested absence.

In addition to the reimbursement as set out above, the Union will pay the Company a sum of money equal to seventeen percent (17%) of the hours of lost time multiplied by the employee's gross hourly wage rate. The seventeen percent (17%) payment will in part offset Company participation and contributions plus Company administrative cost for the following items:

- (a) Extended Health Care Plan
- (b) Group Life Insurance
- (c) Accidental Death and Dismemberment
- (d) Canada Pension Plan
- (e) Workers Safety and Insurance Board
- (f) Employment Insurance
- (g) Personal Service
- (h) Drug Plan

Nothing in the above will relieve an employee from his/her own contributions for benefit coverage.

LETTER A-6 Summer Students

This will confirm the understanding between the parties for the duration of the Collective Agreement dated April 23, 2001, although not forming a part thereof, concerning students hired as summer help (from one (1) week prior to Victoria Day extending to one (1) week after Labour Day).

It is agreed that the Benefit and Pension Plans as defined under Appendix E and Article 5.20 and 5.21 shall not have application in respect of such employment.

It is further agreed that such students shall be covered for \$5000 Life Insurance during the period of employment.

It is further agreed that such students shall not acquire seniority as defined in the Collective Agreement during the period of employment. It is further agreed that such students will be paid a total rate of 80% of the start rate of Labour Grade 4.

It is further agreed that such students shall not be eligible for the payment of "floater" holidays.

It is further agreed that the number of such students will be limited to one for each ten regular employees or part thereof. This ratio shall only be exceeded with the mutual agreement of the parties.

The Company shall inform the Union of the hiring of such students prior to their start date.

LETTER A-7 Full time Unit Chairperson and Health and Safety Representative

This will confirm that for the duration of the Collective Agreement dated April 23, 2001, although not forming a part thereof, the Company agrees that the Unit Chairperson shall be on a full-time basis and paid by the Company for the time spent by the Unit Chairperson in the plant. Such payment will be at straight time, at the job rate of the highest job classification in the Plant (i.e. Labour Grade 13) and up to a maximum of 8 hours per day and 40 hours per week.

The Company agrees that in addition the Union may appoint one (1) Committeeperson per 350 employees, or part thereof, who shall be full-time and paid by the Company for all time spent in the plant. Such payment shall be based on the straight time hourly rate of the employee of the job they performed prior to their appointment up to a maximum of eight (8) hours per day and forty (40) hours per week. At no time will this number exceed three (3) Committepeople.

The Company will maintain the Unit Chairperson and Zone Committeepersons on straight day shift. However, in the event circumstances and/or business needs require coverage on the second shift, then the matter will be discussed with the local executive and a mutually agreeable solution will be implemented. The Company anticipates the Unions full cooperation in this matter.

When the Unit Chairperson/Committeeperson ceases to hold office, s/he shall be returned, consistent with his/her seniority, to the job classification in which s/he was employed at the time of his/her election. If no such return is possible, seniority rights will be exercised in the normal manner as in a layoff.

In addition, the Company agrees that the Union may designate one full-time Health and Safety Representative who will be paid by the Company. Such payment will be at straight time, at the job rate of the Labour Grade of his/her former job classification, and up to a maximum of 8 hours per day and 40 hours per week. A similar process will also be followed upon the completion of the representative's term in this role.

Should there be a need from time to time for other members of the bargaining unit to participate on a full-time but temporary basis in health and safety matters, such as training, special projects, etc., they will be paid on a similar basis by the Company. The requirement for such temporary assignments will be determined by mutual agreement between the parties. It is understood that this work may require second shift coverage.

Any overtime that is worked by employees in the above positions, and paid by the Company, will be at the request of the Company.

LETTER A-8 Occupational Incident Review

This is to confirm the commitment between the parties regarding occupational injuries reported to the medical department. The Occupational Health Nurse and a representative designated by the union, will meet on a monthly basis to review those reported occupational incidences which occurred in the previous month. The foregoing is hereby confirmed on behalf of the CAW-Canada and its Local 504

LETTER A9 Violence Against Women

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of the each individual, and the circumstances surrounding the incident otherwise supportive of discipline.

This statement's intent is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

LETTER A10 Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence, abuse at home, or workplace harassment. They may also need to find out about specialized resources in the community such as the Company's Employee Assistance Program (EAP), other counsellors, or women's shelters to assist them in dealing with these and other issues.

For these reasons, the parties agree to establish the role of a Women's Advocate in the Hamilton Plant which will be filled by a CAW female member of the Joint Diversity Committee . In addition to her normal work duties, the Women's Advocate will meet with female employees as required, to discuss problems with them and refer them to the appropriate external agency or resource when necessary. The Women's Advocate will not leave her normal work duties without notifying her supervisor and ensuring appropriate job coverage.

The Company agrees to establish a confidential telephone line that female employees can use to contact her. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate. The Joint Diversity

Committee will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate.

The Women's Advocate will participate in an annual two-day training program. The Company will be responsible for lost wages and the Union will be responsible for all other expenses.

LETTER A11 Workplace Harassment Policy

The parties agree that the following language becomes the new Joint Workplace Harassment Policy.

CAMCO/CAW LOCAL 504 JOINT WORKPLACE HARSSMENT POLICY

PURPOSE

The Company and the Union agree that the purpose of this policy is to ensure all employees of their right to be treated with dignity and respect, and to work in an environment free from any form of discrimination or harassment. There is no intention to replace or change rights established under the Collective Agreement. This Policy is not part of the Collective Agreement.

POLICY

It is Camco's policy to create a work environment that is free of discrimination and harassment. Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Such an environment does not tolerate an atmosphere where an employee is subjected to offensive remarks, behavior or surroundings that create intimidating, hostile or humiliating working conditions. All employees are entitled to work in an environment where they are treated fairly and with respect. Actions contravening this policy may be grounds for discipline. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

WORKPLACE DISCRIMINATION/HARSSMENT DEFINITION

The workplace is defined as any Company facility and includes areas such as offices, shop floor, rest rooms, cafeterias, lockers, conference rooms and parking lots.

- a) Discrimination or harassment is any offensive remark, behaviour or surroundings that create intimidating, hostile or humiliating working conditions and are:
 - i) based on ancestry, place of origin, ethnic origin, colour, citizenship, gender, sexual orientation, age, creed, marital status, family status, handicap and other prohibited grounds; and/or

- ii) offensive to any employee and is known, or should reasonably be known to be unwelcome.
- b) Discriminating or harassing behavior may include verbal, visual, or physical behaviors, but is not limited to:
 - i) demands or threats, gestures, innuendo, remarks, jokes or slurs, displays of offensive materials, assault or taunting about a person's body, attire, customs speech pattern, or mannerisms which are related to any of the above grounds;
 - ii) it can also include inappropriate or unwelcome focus or comments on a person's physical characteristics or appearance.
- c) Harassment may include backlash or retaliation against an individual for lodging a complaint or participating in a harassment investigation.

SEXUAL HARASSMENT DEFINITION

- a) Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that:
 - i) is likely to cause intimidation, hostility, or offense to a person;
 - ii) may, on reasonable grounds, be perceived by a person as placing a condition of a sexual nature on employment decisions (e.g. opportunity for training, promotion, etc.) affecting that individual.
- b) Sexual harassment may include, but is not limited to:
 - i) touching, patting or brushing against a person, photos or other sexually-oriented materials, jokes, sexually demeaning remarks or suggestions; overly familiar terms or remarks, gestures or teasing; leering at a person's body; compromising invitations, physical assault.

HARASSMENT IS NOT

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assignment of discipline or any conduct that does not undermine the dignity of the individual.. Neither is this policy meant to inhibit free speech or interfere with normal social relations. The pursuit of frivolous allegations through the Harassment Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged by all parties.

RESPONSIBILITY

The parties to this agreement and all employees are responsible for contributing to an environment that is free of discrimination and harassment. To assist in the endeavor, the Company and the Union will exchange educational material and will engage in joint training programs.

COMPLAINT PROCEDURE

If an employee believes that he/she has been harassed, that employee should:

- tell the alleged harasser(s) to stop,
- inform the individual that is doing the harassing or is discriminating that the behaviour is unwanted and unwelcome,
- document the event(s), complete with times, dates, location, witnesses and details for each event,
- report the incident to a Supervisor/HR/Committee person/Diversity Committee representative/Women's Advocate

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or may fear reprisals, lack of support from their work group, or disbelief by their supervisors or others. In this event, the victim may seek assistance by reporting the incident directly to HR/Union representative/Diversity Committee representative/Women's Advocate.

INVESTIGATION BY THE PARTIES

In minor cases, the person receiving the complaint may try to resolve a harassment complaint informally without a full investigation when so requested by the complainant. However, the following procedure will apply to all complaints requiring investigation.

The parties agree that in the event of a formal complaint of harassment, it will be investigated thoroughly by both parties: Union and Company representatives as referred to in the complaint procedure in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint and/or mediation request. The intent of the Parties is to follow the attached flowchart.

TRANSFER OF EMPLOYEE

Where harassment is proven and it results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

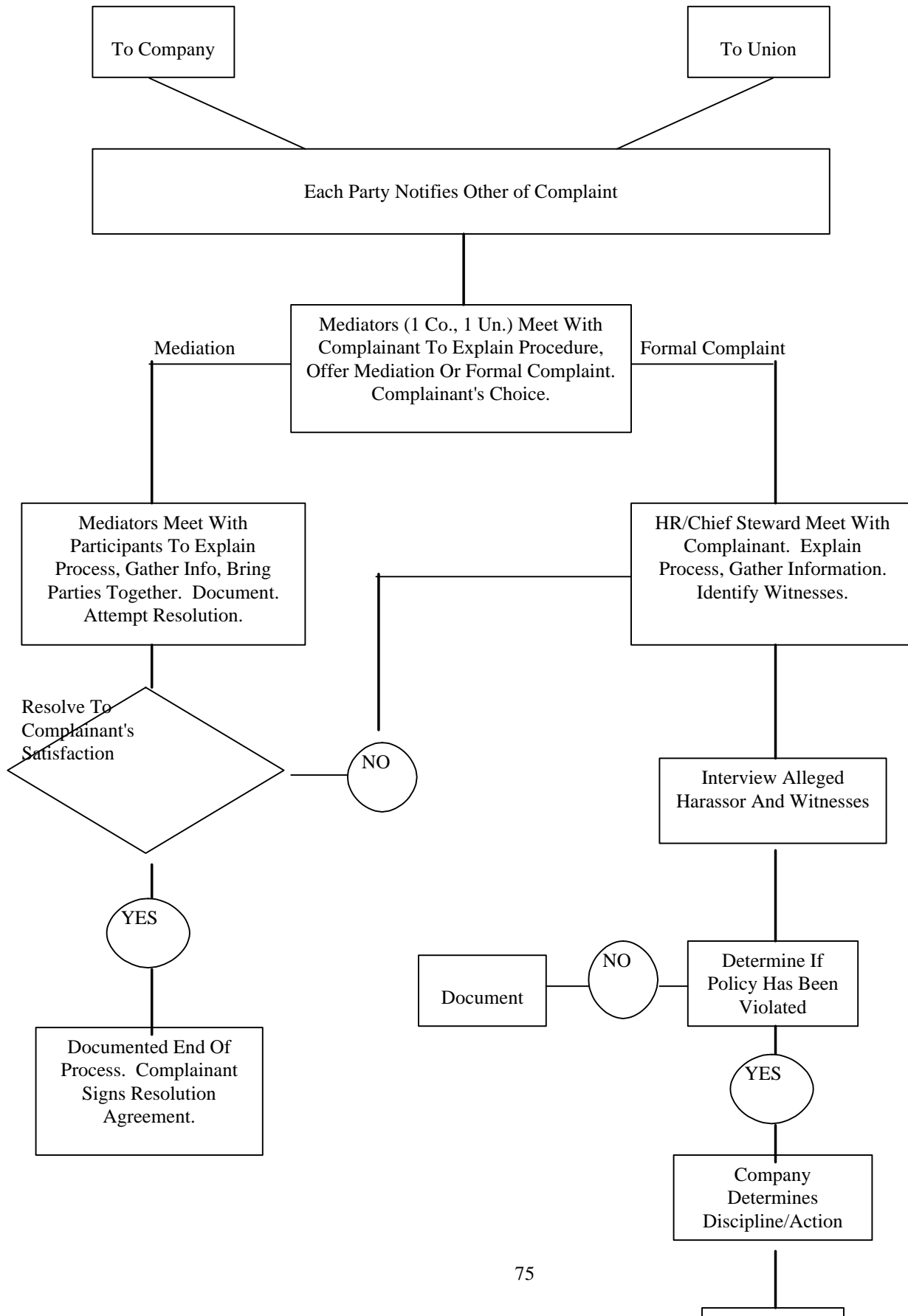
OTHER THIRD PARTY REMEDIES

All employees have the right to file a complaint with the Ontario Human Rights Commission and to seek redress under the Human Rights Code.

RESOLUTION

Unresolved complaints filed under the Joint Workplace Harassment Policy may be referred to the Grievance Commissioner (Article 20.09) after fully complying with the resolution policy contained in the Policy. It is agreed that a maximum of six (6) complaints during the life of the Collective Agreement can be referred by either party to the Grievance Commissioner without the agreement of both parties. It is noted that such complaints are not grievable or arbitrable under Collective Agreement.

SUGGESTED RESOLUTION PROCEDURE



LETTER A12 Diversity Committee

This will confirm the understanding between the parties that upon ratification of the 2001 Collective Agreement, a joint Diversity Committee will be formed. It will be made up of 3 members from the Union and 3 members from Management. The Joint Diversity Committee will meet 6 times per year to discuss information gathering, barrier identification, the development of goals & timetables, and other elements of the plan.

LETTER- A13 Health and Safety Training

The Company and the CAW are committed to providing a safe and healthy workplace for all employees.

As such, the parties agree to provide thirty (30) employees with 40 hours of the Level 1 - Workers Health & Safety Certificate Course during the life of the 2001 - 2004 Collective Agreement. The 30 employees will be identified by the CAW. The instructor will be chosen by the CAW and paid for by the Company if s/he is an employee of Camco. The reasonable cost of the materials will be paid for by the Company.

The parties agree that employees who attend the above training will be reimbursed for their wages only. In addition, the parties agree that only 15 employees will be allowed to attend training at any one time and that the Union must provide the Company with the names of the employees selected 4 weeks prior to the training session.

With respect to training in relation to Article 5.08, the parties agree that each employee will receive a minimum of three (3) hours of Health and Safety Training per year which shall not replace workplace specific training. The content of such training will be determined by the JHSC.

In addition, the Company and the Union agree to jointly train supervisors and stewards on the Modified Work Program once during the life of the 2001 – 2004 Collective Agreement.

LETTER A14 Health and Safety Work Refusals and Reprisals

If the Ontario government removes the current reprisal language (Part VI Reprisals by Employer Prohibited) from the Ontario Occupational Health and Safety Act during the currency of this Collective Agreement, the Parties agree to add it to the Collective Agreement as follows:

5.14 “It is understood that an employee exercising their rights to refuse shall not be subject to any form of reprisal”.

LETTER A15 OVERTIME DISTRIBUTION AND OVERTIME FORM

It is the intent of the Company to fully implement a new overtime recording system effective April 23, 2001. This system will generate a standardized overtime form that will be utilized across all Departments in Hamilton. The parties agree that all overtime hours within the overtime group will be recorded on the form at the premium rate at which they were offered.

The Company and the Union also agree to jointly train all supervisors and stewards on overtime distribution on an annual basis.

LETTER A16 LTD Review Committee

The parties agree that the following dispute resolution vehicle will apply regarding the Long Term Disability (LTD) Plan. An LTD Review Committee will be formed and will be comprised of:

- Vice President, Human Resources
- Manager, Human Resources
- Plant HR representatives (as appropriate)
- Company Medical Doctor
- Insurance Carrier Representative
- CAW National Representative
- Plant CAW Representatives (as appropriate)

The Committee will meet as required to review any issues related to the administration of the LTD Plan in general, and deal specifically with any case in which an employee has applied for LTD, the claim has not been approved, and the decision challenged. In reviewing such cases, the objective of the Committee will be to:

- Ensure that all members understand the relevant facts related to the disability and original adjudication of the claim;
- Explore the feasibility of modified work
- Explore the feasibility of rehabilitative approaches/programs
- Make every reasonable effort to develop a plan that is responsible to the employee's circumstances and at the same time retains the integrity of the LTD Plan terms and conditions.

LETTER A-17 Restatement of current Pension Plan #7 Document

Currently Camco and the CAW are engaged in a series of discussions to finalize a revised pension plan document for Plan #7. Camco's goal is to reach mutual agreement on a pension plan text, which reflects both our pension benefit

promise and complies with all Federal and Provincial pension legislation.

The purpose of our letter is to confirm it is not Camco's intention to make any language amendment to our current pension plan document, which would change a member's current pension benefit entitlement. To be clear, it is not Camco's intention with this pension plan document restatement to improve or reduce current pension benefits. If in the future it becomes clear that we have inadvertently agreed to such a change, it is our commitment that the former pension plan documents should be used to clarify the true intentions of the parties.

LETTER A-18 Pension Service Credits for laid off employees – Pension Plan #7

During our recent agreement with the CAW on the restatement of the Pension Plan #7 document, it has become clear that inadvertently Camco has failed to implement one of the benefit improvements agreed to in our 1992 collective agreement negotiations. Specifically, in 1992 we agreed to give Pension Plan #7 members up to 36 months of pension credit if they are laid off after April 23, 1992 and subsequently return to work.

To fix our oversight and to fully settle any issues arising out of this error, we will do the following:

- Camco will review the records of all current Pension Plan #7 members. If they have been laid off and recalled after April 23, 1992, we will adjust their pension service credits to reflect up to 36 months of credit.
- Former employees, who are no longer members of Pension Plan #7 will not receive an adjustment to the commuted values they may have received when they terminated their employment with Camco.
- Effective November 1, 2000, Camco undertook to properly administer this section of Pension Plan #7. Any eligible pension plan member laid off and recalled after November 1, 2000 will receive up to 36 months of pension service credits upon their return to work.

LETTER A-19 – Articles 13.08 and 13.09 - Seniority Maintenance and Recall

It has recently come to our attention that we have inadvertently misapplied Articles 13.08 and 13.09 to the recall of employees who had more than 60 worked days of seniority when they were laid off. We intend to address this issue in the following manner:

- The Company began following the correct interpretation of the language effective February 2, 2001.

- For active employees who were laid off subsequent to April 23, 1995 but before February 2, 2001, Camco will review their service records to determine if their seniority has been correctly calculated.
- If an error has been made in the calculation of an active employee's seniority date, their date will be adjusted for benefits, seniority and pension purposes.
- These corrections will be made by April 22, 2001 and will be reviewed with the Union.
- The Company will meet with an employee who questions their seniority date calculation and the Union will be present. Employee/Union concerns/grievances on this matter must be filed by September 1, 2001.
- The Company assumes no liability with respect to terminated or retired employees or any employees who are no longer maintaining or accumulating seniority under Article 13.08.
- The parties will jointly communicate this correction.
- Effective September 2, 2001, the Company and Union agree that the Company has met its obligations under this matter. Subsequent employee/Union grievances on this issue will be considered untimely. The Company will have no ongoing liability with respect to this matter.

LETTER A-20 - **Modified Work and Benefits Representative**

This will confirm that for the duration of the Collective Agreement dated April 23, 2001, although not forming part thereof, the Company agrees that the Union may designate one full time Modified Work and Benefits Representative who will be paid by the Company at the rate of the job they held prior to assuming this position. The Modified Work and Benefits Representative will work on the basis of forty (40) hours per week and shall include the following:

- Participating in the application of the Modified Work Policy.
- Participating in the Ergonomics Committee.
- Providing documentation of physical demands of jobs in the plant.
- Educating and advocating the requirements for modified work to represented employees.
- Assisting employees with Benefits issues.
- Assisting employees with WSIB inquiries as they relate to the application of the Modified Work Policy however, this will not include preparing or advocating WSIB documents or appeals.
- Assisting employees with Pension issues.
- Assisting employees with Employment Insurance Issues.
- Participating in the LTD Review Committee.
- Other activities that are mutually agreed upon by the parties

Training, which is mutually agreed upon by the parties, will be provided to the Modified Work and Benefits Representative for the execution of the above responsibilities. The Company will pay the costs for the training programs.

Any overtime that is worked by the Modified Work and Benefits Representative will be at the request of the Company.

LETTER A21 - ARTICLE 13.05 AND SUMMER STUDENTS

The Company and the Union agree, without precedent or prejudice, to administer Article 13.05 upon ratification as follows:

- If a work shortage occurs for a full 8 hours (a full shift) and there are summer students in the plant, the Company will make every effort to displace the summer students with full-time employees from the impacted area.
- When the Company becomes aware that it must cancel a full shift of production in an area, and it intends to utilize the provisions of Article 13.05, it will make reasonable efforts to contact impacted employees by phone to notify them of the cancelled shift.
- Reasonable notification involves making up to 2 phone calls to the employee's phone number of record and includes leaving a message on the employee's answering machine with a response within 15 minutes. Employees are responsible for keeping Human Resources informed of their correct address and telephone number.
- When a full shift work shortage occurs and there are summer students in other areas of the plant on the same shift, the Company will contact impacted full-time employees to offer them work as AA-04-05 or any other code held by a student in other areas of the plant.
- The company will offer full-time employees affected by the lay off, in order of seniority, the opportunity to displace summer students working in other areas of the plant on the same shift. The Company will continue this process until all employees in the impacted area have been offered a work opportunity or until all summer students have been displaced, whichever comes first. That is, if there are 30 summer students working in other areas of the plant on the same shift, 30 full-time employees will be offered alternate work in order of seniority.
- A full-time employee may decline the offer of alternate work. An employee's refusal of the work is irreversible and absolves the company of any liability in the matter. The Company must offer the employee work for each shift lost if there is more than one day of work lost.
- When contacted by phone the employee must give the Company an immediate answer on the available work. Failure to provide an answer will be considered a declination of the offer.
- The Company will be offering work as an AA-04-05 or any other code held by a student but does not need to specify the department or nature of the work to the full-time employee. Full-time employees will be assigned to work stations once they report to work. Failure to report to work after accepting a temporary work assignment will be considered an unexplained absence from work.
- It is agreed that this process may require the Company to send summer

students home without notice if they are displaced by a full-time employee. Summer students will not receive 6 hours pay for cancellation of their shift. Summer students will be displaced without regard to seniority. It will be the Company's sole decision as to which jobs full-time employees receive and which summer students are sent home without pay.

- Employees accepting alternate work will receive their normal rate of pay.
- Employees declining alternate work will not be charged with a shift under Article 13.05.

LETTER A-22 - **MODIFIED WORK POLICY**

It is Camco's policy to make reasonable effort to provide suitable alternate employment to an employee who is unable to perform his/her normal duties as a consequence of injury/illness. The Union agrees to assist the Company with a safe and meaningful return to work in accordance with this policy.

PURPOSE:

1. To demonstrate concern for the well being of employees.
2. To assist in the workplace rehabilitation and accommodation of injured/ill employees, consistent with the Ontario Human Rights Code and the Workplace Safety & Insurance Act.
3. To restore employees who are injured or ill to the fullest possible physical, social, vocational and economic capacity.
4. To maintain and expand the efforts of management, supervisors, and of all employees toward the prevention of accidents and injuries, including ergonomic or other safety issues or infractions.
5. To work progressively toward the return of injured or ill employees to the pre-injury/illness work area (or job assignment).
6. To provide work that is productive within the bargaining unit.

DEFINITIONS:

MODIFIED WORK

Modified work is any job, function or task that a worker who temporarily and/or permanently suffers diminished capacity due to injury or illness may perform safely without risk of re-injury or risk to others.

MODIFIED WORK PROGRAM

The modified work program is a strategy which gives structure and organization to the activity of returning injured workers to the workplace as soon as possible after injury/illness. It recognizes the employee's value, as well as the employee's and Camco's responsibility in his/her effective rehabilitation. The program is intended to benefit all employees.

PERMANENT ACCOMMODATION

Suitable work assigned to an employee who has a permanent impairment as a result of injury/illness.

MODIFIED WORK COORDINATORS

One representative from management and one representative from the union will coordinate the modified work program.

WORKPLACE PARTIES

Include injured worker, Modified Work Coordinators, Supervisor, Medical Department, Committeeperson, and Human Resources.

PARTICIPATION

1. The worker, attending physician, Camco medical department, Camco medical consultant, the Workplace Safety & Insurance Board or benefits insurer (G.W.L.), can identify the need for modified work.
2. Restrictions and limitations will be based on specific information regarding functional abilities received from the attending physician, Camco medical department, Camco medical consultant, the Workplace Safety & Insurance Board or benefits insurer.
3. The duration or time frame of the restrictions will be specified at the beginning of the program. If more than one time extension is requested, the restrictions and limitations will be reviewed by the attending physician and/or the Camco medical consultant or the Workplace Safety & Insurance Board and may be renewed once the need for an extension is confirmed. The modified work coordinators will reassess the placement, and alter if required.
4. The modified work coordinators, through the Camco medical department, on a minimum weekly basis, will monitor the employee's progress under the program. Follow up appointments will be scheduled with the Camco medical department when the program is initiated. The modified work coordinators will meet with the Camco medical department on a weekly basis to review cases.
5. The appropriate area supervisor will ensure that the modified work tasks are not altered from the original accommodation plan unless instructed by the modified work coordinators.

PROCEDURE:

1. The Camco medical department will receive medical information that states a need for modified work (see Appendices A, A1 and A2).
2. The medical department will inform the modified work coordinators of the need and department supervisor of the request (see Appendix B).

3. If modified work is required for less than three days, and the worker has not incurred any lost time from work, the medical department and supervisor will arrange the accommodation, if possible provided the worker is in agreement. Should the worker not agree, s/he will provide the appropriate medical documentation from his/her doctor. The Company will advise the modified work coordinators of employees working in such placements.
4. If modified work is required for greater than 3 days, the supervisor and the medical department will make the accommodation until a meeting can be arranged between the employee, supervisor, and the modified work coordinators, or their designates. Where possible, such meeting will take place within five (5) days.
5. If the employee has lost time from work, and is returning on modified work, the employee must notify the medical department prior to returning to work. This will allow time for suitable work to be identified by the modified work coordinators. The management modified work coordinator will notify the employee when suitable work is found.
6. A return to work meeting will be held with the employee, supervisor, and modified work coordinators present. The purpose of this meeting will be to outline employee's functional abilities, the modified work placement identified, and to complete a modified work plan for the employee. The parties will receive a copy of this plan (see Appendix C).
7. The employee will be advised, upon return to work, of the date a review of his/her modified work assignment is required. This date will be one week prior to the expiry date of the program.
8. The employee will then be placed on the modified work assignment.
9. The employee's progress will be reviewed weekly by the modified work coordinators, through the medical department.
10. A list of modified work participants will be maintained by the medical department and updated on an ongoing basis, as information regarding functional abilities is received. This list will be made available to Human Resources Department, supervisors, and modified work coordinators.

11. If an employee feels that the modified work assignment is not in compliance with his/her restrictions, he/she will notify his/her supervisor immediately. The supervisor will notify the modified work coordinators. The modified work coordinators will meet to discuss concerns raised and, if necessary, find alternate placement arrangement.
12. The Workplace Safety & Insurance Board will be informed of all employees returning to work on the modified work program, following a workplace injury. At the Board's discretion, the Workplace Safety & Insurance Board may be involved in the return to work process. Self-reliance between the workplace parties with the return to work process is expected, as a rule.
13. The Great West Life benefits insurer will be informed of all employees returning to work on a modified work program, following a non-occupational illness or injury.
14. The Camco medical department/medical consultant may review the employee's functional abilities at any time during the program, if the company needs clarification regarding the restrictions. If, at some point during the program, the employee's restrictions are deemed to be of a permanent nature, the Camco medical consultant will review the restrictions.
15. After the Camco medical consultant has reviewed the permanent restrictions, the modified work coordinators will meet to identify suitable job placement.
16. Employees with permanent restrictions may be asked to provide medical updates periodically, at the discretion of the company.
17. In the event of a dispute with respect to the modified work assignment of an employee returning from LTD, the dispute may be referred to an independent third party "Medical Arbitrator", whose decision will be final and binding on the parties. The Medical Arbitrator's jurisdiction will be restricted to determining the appropriateness of the modified work placement with respect to the employee's work related restrictions. The Medical Arbitrator may recommend reasonable restrictions/workplace modifications.

The parties shall develop a list of ten (10) local qualified doctors with occupational medicine experience, who shall act as Medical Arbitrators. The Parties can mutual agree to delete from the list. This dispute mechanism will not come into effect until the aforementioned list is agreed upon between the parties. The Company will pay all charges associated with the Medical Arbitrator. The employee is responsible for all costs associated with providing the required documentation to the Medical Arbitrator.

The Process:

- a) If there is no agreement reached under #11 of this modified work policy, the employee may refer the matter to this alternate dispute mechanism. Disputes under the Modified Work Policy are neither grievable nor arbitrable under the Collective Agreement. However, the availability and use of this process may be introduced at Arbitration.
- b) The Parties can mutually agree to modify the time restrictions if unique circumstances arise.
- c) The employee may be required to sign all appropriate releases to ensure that the Medical Arbitrator has the required information from the employee's doctor, the insurance carrier and the Company's Medical Department, to make his/her decision. Failure to sign the required releases within 2 working days of initiating this process will halt the dispute process and the Company may assign the employee to the work in question.
- d) When a dispute arises, the Company Doctor and the employee's doctor will select a Medical Arbitrator from the approved list. This decision must be made within 5 working days or the dispute will default to the first name on the Medical Arbitrator's list. This first name will move to the end of the list once used under this section.
- e) The Company will provide the Medical Arbitrator with all its relevant information within 5 working days of his/her selection.
- f) The Employee will provide the Medical Arbitrator with all relevant information within 5 working days of his/her selection. If an employee fails to submit the required information within 5 working days of filing a dispute, the dispute process will be halted and the Company may assign the employee to the work in question.
- g) If the employee fails to attend a required appointment with the Medical Arbitrator, the dispute process will be halted and the Company may assign the employee to the work in question.
- h) Once the Medical Arbitrator has reached his/her decision, the employee cannot add additional medical information. Failure to provide all applicable medical information at the start of the dispute process will be considered a violation of the dispute process. Therefore, the dispute process will be halted and the Company may assign the employee to the work in question.
- i) The decision of the Medical Arbitrator cannot be appealed.
- j) The Medical Arbitrator must reach his/her written decision within 5 working days of receiving all the requested information.

- k) The Company may at its sole discretion choose to further accommodate the worker in the workplace during the resolution of this dispute.
- l) The Company will only be liable for back pay (at the appropriate LTD rate) if the Medical Arbitrator denies the Company's position on the suitability of the work.
- m) Nothing in this process is intended to restrict the Company's or the Union's rights under the Collective Agreement.
- n) Frivolous use of this dispute resolution process will not be tolerated.

List of Medical Arbitrators

The Company and the Union have agreed that the under mentioned persons shall be called to arbitrate medical issues and set out in the Modified Work Policy.

Physical Medicine and Rehabilitation (soft tissue injuries)

Dr. Dinesh Kumbhare
Dr. Kenneth A. Bowler
Dr. David Harvey
Dr. Judy E. Trotter

Orthopedics

Dr. Drew Bednar
Dr. Arthur M. Porte

Psychiatry

Dr. Patricia L. Rosebush
Dr. Alan Rosenbluth

Internal Medicine

Dr. James C. Gibson
Dr. Clive Davis

Chronic Pain Specialist

Dr. Jeff Ennis

Physiotherapy Services

Go Physiotherapy
Physio-Care Services

April 23, 2001

Doctor
Address

Dear Dr. :

As you may be aware, Camco is Canada's largest manufacturer of appliances and we have a facility in Hamilton, Ontario. At that plant, we assemble ranges and refrigerators. We have about 1000 hourly employees, who are represented by the CAW.

As a Company, we believe that we have an obligation to provide safe and meaningful work to our employees. We also believe that work is an important part of an employee maintaining a healthy and fulfilling life style. As part of our commitment to our employees, Camco and the CAW have jointly agreed to a Modified Work Program to help our employees return to work after either a personal illness/injury or a work related injury.

From time to time in the Program, a disagreement may arise between the employee, his/her personal physician and Camco's Medical Director as to the suitability of the work Camco is providing. To resolve these disputes, we are introducing a 3rd party arbitration process. Both parties have agreed to contact you to find out if you would be willing to participate in this process.

A complete description of Camco's Modified Work Program is attached for your review. The Medical Arbitration process is binding on the parties and your decision-making is restricted as follows:

"The Medical Arbitrator's jurisdiction will be restricted to determining the appropriateness of the modified work placement with respect to the employee's work related restrictions. The Medical Arbitrator may recommend reasonable restrictions/workplace modifications."

Camco would reimburse the cost of your review of the Medical Information, potentially examining the employee, and your time for the decision making process, at the rate of \$175.00 per hour (plus applicable taxes). This is an amount within the recommended fee schedule of the OMA Schedule of Benefits.

We would be happy to answer your questions on this process before you make your decision on participating in this program. I can be reached at (905) 521-3353.

Yours truly,

John Millman MD, CCFP, CCBOM
Medical Director

APPENDIX A

Dear Doctor:

We are making a concentrated effort at Camco to provide restructured work assignments for employees recovering from work-related and non work-related injuries and illnesses. As such, we have developed a modified work program.

Camco's Modified Work Program involves close monitoring by Medical Services to ensure the condition is not worsening. As well, the Occupational Health Department staff will provide symptomatic treatment which you feel is appropriate on an on-going basis.

We would be happy to provide this type of work assignment for your patient. Please assist us by outlining any restrictions appropriate for injury, on the Modified Work Assignment form. We will continue to monitor your patient's progress while on our program and will inform you in writing of his/her progress at the end of the modified work assignment if desired.

If you have any further questions, please contact Camco Medical Services at 521-3353.

Yours truly,

for:

John Millman M.D. C.C.F.P
Camco Medical Consultant

CAMCO MODIFIED WORK ASSIGNMENT FORM

Employee Name: _____

Employee's Signature: _____

Address: _____

City / Town: _____

Phone #: _____

Date of Birth: _____

Capabilities:

Walking	as tolerated	other	
Standing	as tolerated	less than 30 minutes	
Sitting	as tolerated	less than 60 minutes	to be
Lifting floor to waist	as tolerated	less than 10kg	other
Lifting waist to shoulder	as tolerated	less than 25 kg	other
Stair climbing	as tolerated		
Ability to use hand to:	hold objects	grip	write type

Limitations:

Bending or twisting of _____ repetitive movement of _____

Chemical Exposure to _____ environmental exposure to _____

Above-shoulder activity _____ below shoulder activity _____

Exposure to vibration: high frequency _____ low frequency _____

Limit physical exertion to: mild as tolerated

Hours of work: full time modified hours graduated hours

Complete recovery expected? _____

Duration of precautions _____

Date of Examination _____

Date of follow-up appointment _____

Signature of Physician: _____

Physician's Name (printed)

APPENDIX A2

WORKPLACE SAFETY AND INSURANCE BOARD - FUNCTIONAL ABILITIES FORM

APPENDIX B

CAMCO RTW FORM

NAME: _____ CLOCK #: _____

SUPERVISOR: _____ DEPT. _____

DOCTOR'S NOTE: YES NO

RESTRICTION:

Date:

Employee Name: _____

Clock No. _____ Dept. _____

Accommodation Requirements:

Outline of Specific Job Duties:

(The supervisor may not alter the job function or move the employee into any other job function without the agreement of the modified work coordinator and an indication of significant change to functional abilities from their attending physician.)

Medical Review Date:

One week prior to your review date, you will be contacted by modified work co-ordinators and provided with a Modified Work Form (non-occupational) or a WSIB Functional Abilities Form for completion by your physician.

Estimated Duration of Modified Work Placement: _____

Shauna Blank
Modified Work Coordinator

cc: Employee
D. Miller
Supervisor
Medical Dept.

LETTER A-23 Rotating Shifts

The purpose of this letter is to confirm that for the life of the Collective Agreement 2001-2004, it is the Company's intention to maintain the current system of shift rotation.

LETTER A-24 – 16/18 Production

The following will confirm the intention of the parties that they agree to negotiate an adjustment agreement in the event that Camco ceases the production of 16/18 refrigerators in its Hamilton facility during the life of this Collective Agreement should such decision result in a layoff out of the plant of more than 100 employees or 10% of the bargaining unit population, whichever is less. The parties will begin these negotiations no later than 3 months before the production is scheduled to end.

LETTER A25 - VOLUNTARY RETIREMENT OPTION

The following confirms agreement that when an indefinite layoff to the street would occur of an employee with established seniority, a voluntary retirement offer as per the attached will be made to one employee in the occupational classification in which the layoff would occur, on the basis of seniority. If there is no volunteer in that occupational classification, the offer will be made to one employee in the Bargaining Unit on the basis of seniority. The Company will make available up to seven (7) such voluntary retirement offers in each year of this Collective Agreement to a maximum of 21 such options. If in a year all seven (7) options are not utilized, the balance will carry over to subsequent years.

This Agreement will be effective on and after the date of ratification and will be in effect for the currency of the 2001-2004 Collective Agreement.

VOLUNTARY RETIREMENT OPTION

The terms and conditions of this voluntary retirement option apply when an indefinite layoff (to the street) would occur of an employee with established seniority.

1. Eligibility, at least age 55 and employed in the job classification that is being decreased. When there is no such employee volunteer in the occupational classification, then this option will become available to one employee in the Bargaining Unit on the basis of seniority and who is at least age 55.
2. The last day worked/paid will be (to be determined by Company)
3. A lump sum payment equal to \$15,000 for an employee age 55 and over at his/her last day worked or an amount equal to the employee's Income Extension Aid, whichever is less, will be made shortly after the last day worked, in lieu of any Income Extension Aid entitlement.
4. **a) For those aged between 55 and 60 at last day worked/paid.**

Company insurance benefit coverage will be continued up to the last day of the month containing the employee's 60th birthday or an earlier date if retirement is elected prior to age 60 on the same basis as for a laid off employee.

b) For those aged 60 or over at last day worked/paid.

Company insurance benefit coverage will continue until the last day of the month containing the last day worked on the same basis as for a laid off employee. Upon retirement, Company retiree benefit coverage will commence.
5. Following exit from employment, premiums for voluntary insurance coverage are required to be paid for such coverage to be continued while eligible for the coverage.
6. Pension will be calculated up to the last day worked/paid, based on the Pension Plan provisions in effect within one year from the last day worked, or in effect on the retirement date, whichever occurs first.
7. The Company's understanding is that leaving the workforce voluntarily does not constitute a layoff as defined by Employment Insurance Canada. The EI record of employment will be marked "other" rather than "lack of work". EI may also consider the lump sum payment referred to in 2, above, to be earnings for EI purposes.

ELECTION:

Having carefully considered the conditions of this Voluntary Retirement Option that is being offered by the Company to me, I elect to accept the above terms and terminate my employment with the Company effective _____. I confirm that electing this option is fully voluntary on my part.

EMPLOYEE NAME: _____

EMPLOYEE NUMBER: _____

DATE: _____

EMPLOYEE SIGNATURE

/

SECTION B LETTERS FROM THE COMPANY TO THE UNION

April 23, 2001

National Automobile, Aerospace, Transportation and General Workers Union of
Canada (CAW-Canada), Local 504

307 Queenston Road
Hamilton, Ontario L8K 1H3

Attention: Mr. W. Thomson

Dear Sir:

LETTER B1 Transfer of Employee

This will confirm that for the duration of the Collective Agreement, dated April 23, 2001, although not forming a part thereof, in the event an employee who is a member of the bargaining unit under the Agreement is transferred for the performance of work on a regular and continuing basis to premises in the City of Hamilton operated by the Company other than at the Longwood Road Plant, the Company undertakes to advise the Union in writing at the time of such transfer.

LETTER B-2 Change of Address Card and Layoff

This will confirm that for the duration of the Collective Agreement, dated April 23, 2001, although not forming a part thereof, the Company will give each employee going on indefinite layoff a duplicate change of address form which will be completed at the time of layoff.

LETTER B-3 Overtime Rates

This will confirm that for the duration of the Collective Agreement, dated April 23, 2001, although not forming a part thereof, where an employee's regular work week of 40 hours includes 8 hours of work on Saturday and Sunday, s/he shall be paid the same amount of cost of living allowance, applicable to the straight time hours of the other days in his regular work week, to a maximum of eight hours on Saturday and Sunday and 40 straight time hours on the week.

LETTER B-4 Recall Form

The following is the notice of recall form, which will be used by the Company:

TELEGRAM

Contact us on your recall to work. Failure to do so in 3 working days will disqualify you from recall and will cause your loss of seniority. Human Resources (905) 521-3404.

LETTER B-5 Red Circle Rate Maintenance

This will confirm that for the duration of the Collective Agreement, dated April 23, 2001, although not forming a part thereof, that with respect to the provisions made for "Red Circle" rates, employees will not be transferred merely for the specific purpose of reducing or eliminating such Red Circle rates.

LETTER B-6 Long Term Disability Benefit Plan

For the duration of the Agreement on Long Term Disability Benefit Plan effective April 23, 2001, although not forming part thereof, it is the Company's Practice that no disability benefits under this Plan will be paid for disabilities resulting from an employee engaging in a criminal act or while the employee is confined to a penal institution.

LETTER B-7 Half Shift Specified Holidays

This letter will confirm that for the duration of the Collective Agreement, dated April 23, 2001, those employees who, because of a vacation shutdown, are unable to fulfill the qualifications set out in Section 7.03(b) for payment for the last half shift immediately prior to each of Christmas Day and New Year's Day by working the assigned half of those shifts, will continue to be considered by the Company as being qualified for payment for the specified half-shift holiday, provided such employees fulfill all the other qualifying conditions contained in Article 7.

LETTER B-8 Retired Employees Benefits

The following is a copy of the Extended Medical Care Plan for employees retiring on pension.

COMPANY EXTENDED HEALTH CARE PLAN

The Company's Extended Medical Care Plan provides comprehensive medical coverage for expenses which are not provided under the Provincial Medicare Plan. The plan pays 100% of the cost of Semi-private/room and board accommodation and 85% of the cost of most reasonable health care expenses which are excluded from the Provincial Health Care Plan, after an individual deductible of \$10.00 per calendar year or a combined family deductible of \$20.00 per calendar year. The change to 85% co-insurance is effective January 1, 1993.

(Covered Expenses -- 100%-- No Deductible)

Whenever you or an insured dependent enters the hospital and are charged for

room and board, medical benefits pay the full difference – of Semi-Private room and board accommodation or when medically necessary and prescribed by your physician Private room and board accommodation. (100% Company Paid)

- * Glasses/contacts -- \$60.00 per person once every two years.
- * Semi-private room and board accommodation if confined to a sanitarium or convalescent nursing home.
· (Covered Expenses -- 85% -- Deductible)
- * Nursing Care & Physiotherapy
Prescribed physiotherapy and if medically required private duty nursing home care which requires the service of a Registered Graduate Nurse (not a nursing assistant). Prior to nursing care being approved a medical certificate must be provided by the attending physician indicating the required service. For nursing care and physiotherapy the registered graduate nurse or physiotherapist must not be a member of your own family or resides in your home.
- * Medical Services and Supplies
Rental or purchase of Braces, Crutches, Wheelchair, Hospital-bed, Elastic Stockings, Iron Lung, Ankle Supports, Orthopedic Shoes, Colostomy Appliances and Accessories, or other durable equipment for therapeutic use approved by the Insurance Company.
- * Purchase of Artificial Limbs, Eyes, and other approved prosthetic devices.
- * Blood Glucose Monitoring Machine & Testing Devices.
- * Charges for Oxygen and Blood including administration thereof.
- * Charges for diagnostic laboratory services and radiological treatments, including x-rays and radium therapy.
- * Hearing aids and repairs up to \$350.00 per person once every two years.
- * Out-Patient Hospital Services
Charges for Hospital services and supplies while not confined in a hospital.
- * Ambulance
Necessary ambulance services, including air ambulance if not already covered under your Provincial Plan.
- * Acupuncturists
Charges for the services of a qualified acupuncturist subject to a maximum of \$500.00 in a calendar year for each insured person, only after the yearly maximum Provincial Insurance portion has been exhausted.
- * Accidental Dental
Treatment required as the result of accidental injury to natural teeth. Expenses must be incurred within one year of the accident.
- * Speech Therapy
Charges for the services of a qualified speech therapist subject to a maximum

of \$500.00 in a calendar year for each insured person, only after the yearly maximum Provincial Insurance portion has been exhausted.

* Psychology

Charges for the services of a registered psychologist subject to a maximum of \$500.00 for each insured person in any calendar year, only after the yearly maximum Provincial Insurance portion has been exhausted.

* Chiropractors, Osteopaths, Naturopaths, Podiatrists, Psychotherapist, and Masseurs

Services of the above licensed specialists up to the reasonable and customary charges per visit but not to exceed 30 visits per calendar year, only after the yearly maximum Provincial Insurance portion has been exhausted.

* Out of Province/Country Treatments

Physician services and medical expenses required while outside your Province or Country of residence in excess of the charges reimbursed by the Provincial Hospital Medical Plan, where permitted by Provincial legislation. Reimbursement will be in accordance with the representative fees in the area in which the service is provided.

DENTAL EXPENSES

The Extended Health Care Plan will also provide coverage for certain surgical dental care expenses. The Plan will reimburse you for 100% of the Company's approved Fee Schedule which is the "Previous Year" Dental Fee Guide.

The Plan will provide coverage for ONLY the following dental care procedures:

- * Pulp Capping 31000-31200
- * Pulpotomy 32000-32212
- * Root Canal Therapy 33000-33514
- * Periapical Services 34000-34402
- * Endodontic Procedures 39100-39110;
39200-39230;
39500-39600;
39900-39985
- * Extractions 71000-71111
- * Surgical Removals 72100-72450;
73300-73424
- * Surgical Excision 74000-74427
- * Surgical Incision 75010-75020;
75100-75560
- * Treatment of Fractures 76000-76989;
77000-77870;
78000-78610
- * Other Oral Surgery 79000-79616

Dental expenses will NOT be paid for:

- * Diagnostic treatments i.e.: examinations, consultation, X-Rays

- * Preventative treatments i.e.: scaling, polishing, fluoride treatments, etc.
- * Restoratives: Filling, crowns, etc.
- * Dental Repairs and adjustments
- * General Anesthesia
- * Prosthodontic Services--dentures, bridgework, etc.
- * Orthodontic treatments
- * Any procedures which are not specified in the covered expenses
- * Expenses covered by any Government Plan or any other group insurance plan
- * Charges in excess of the specified provincial fee guide
- * Expenses incurred for cosmetic purposes
- * Expenses resulting from self-inflicted injuries, war, riot or insurrection.

EXPENSES NOT COVERED BY THE COMPANY EXTENDED HEALTH CARE PLAN

- * Expenses incurred over and above those payable by a Government Plan or any other medical expense Plan, except as specified and approved in the plan.
- * Expense that are not recommended and approved by the attending physician or expenses that are unreasonable.
- * Routine health check-ups.
- * Expenses related to dentistry or cosmetic surgery, except as required to repair damage caused by an accident.
- * Expenses disallowed by Provincial Legislation.
- * Expenses connected with any sickness or injury that is caused by war, riot, or armed conflict or self inflicted injury.

DRUG CARE PLAN

Your Company Drug Plan provides coverage for expenses, which are incurred by you and your eligible family members, for generic drugs, which require a prescription, by law. Effective September 1, 2001 this Plan has a conditional formulary.

The Plan will pay:

100% of All Eligible Expenses

...including all drugs, serums, injections, insulin and diabetic supplies that are only available on prescription and prescribed by a qualified medical doctor. Unless specified otherwise by a qualified medical doctor, generic drugs must be used to fill a prescription when available. Brand name drugs are only covered under this Plan when the physician stipulates on the prescription form "no substitution".

You must pay a deductible:

The First \$3.00

...for each prescription drug purchased. The Plan will then pay the balance of the cost on your behalf. The increase in the deductible to \$3.00 is effective

October 1, 1992.

THE COMPANY EXTENDED HEALTH CARE / DRUG CARE PLAN ALSO COVERS:

- * Your Spouse
- * Your unmarried children under 23 years of age who are not working and for whom you are entitled to an income tax exemption.
- * Your unmarried children who are over 23 years of age and who are full time students at a University or a similar institution of learning approved by the Company, or any children who are incapable of self-sustaining employment by reason of mental retardation or physical handicap who are chiefly dependent upon you for support and maintenance.

NOTE: Your company Extended Health Care/Drug Care Plan coverage will continue for your spouse and dependents after your death, as long as the Company Pension is payable to your surviving spouse. If the Company Pension is not payable to your spouse, coverage will continue for a period of one year following the date of your death.

LETTER B-9 Union Dues T-4

This will confirm that for the duration of the Collective Agreement, dated April 23, 2001, although not forming Part thereof, the Company will indicate on each employee "Statement of Remuneration Paid" (T-4) the amount deducted from pay equivalent to Union dues.

LETTER B-10 Notification to Committeepersons - Discipline

This will confirm that for the duration of the Collective Agreement, dated April 23, 2001, although not forming a part thereof, it is the intention of the Company to advise the Zone Committeeperson of a discussion involving a breach of Company rules which results in a written warning, suspension or discharge.

LETTER B-11 Transfer of Work within Hamilton - Wentworth

This will confirm the undertaking of the Company that should an operation or part of an operation from the Longwood Road Plant be moved to a new Company location within the boundaries of the Regional Municipality of Hamilton - Wentworth, as constituted on April 23, 1985, the Collective Agreement shall be extended to cover the moved operations in the new location unless prohibited by the Ontario Labour Relations Board.

LETTER B-12 Transfer of Work

This is to confirm the agreement between the parties dealing with Transfer of Work.

Transfer of Work is defined as the discontinuance of ongoing production work at the Hamilton Plant coupled with the assignment of the same work to a different Company location, if such assignment of work would directly cause a decrease in the number of bargaining unit employees performing such work at the Hamilton Plant.

Employees with sixty (60) worked days or more of service credits whose work is so transferred will be given three (3) months notice that their job is to be discontinued.

An employee whose job is directly eliminated by the transfer of work (as defined above) and who as a consequence is transferred under any of the provisions of Article 13 shall be paid on any job to which transferred in the plant at a rate not less than the regular hourly day work rate of the job eliminated for up to thirty-nine (39) weeks immediately following the transfer.

LETTER B-13 Move of the Manufacture of a Product Line

In the event that the manufacture of a product line is moved to another Company plant or to another employer, employees with sixty (60) worked days or more of service credits, whose work is so transferred will be given three (3) months notice that their job is to be discontinued.

An employee whose job is directly eliminated by the transfer of a product line and who as a consequence is transferred under any of the provisions of Article 13 shall be paid on any job to which transferred in the plant at a rate not less than the regular hourly day work rate of the job eliminated for up to thirty-nine (39) weeks immediately following the transfer.

In cases of such a move, preferential consideration will be given to the request of any such employee who would be laid off due to lack of work as a result of the move, and who asks to be employed at the new Company location to which his/her work has been transferred, on work for which s/he can qualify within a period of six (6) weeks. In giving such preferential consideration, the Company will take into account the relative seniority of such employees.

The above will apply notwithstanding any provisions to the contrary in any mutual document between the parties dealing with plant closing.

LETTER B-14 Jury Duty Article 25

There has been some confusion on how the jury duty benefit in our Collective Agreement is administered. For clarification, if an employee is involved in a situation covered under Article 25 and is kept at the court past 12 noon, s/he will not be required to report to work that day for his/her regularly scheduled shift (ie. days, afternoons, or nights).

A third shift employee must advise the Company in advance as to which shift s/he intends to apply the jury duty benefit. This policy will be immediately communicated to our supervisors.

LETTER B-15 Definition of an open job for Article 13.07

For the purposes of layoffs and/or transfer under Article 13.07, open job will be defined as in Article 14.01 B).

"Open jobs are defined as job codes to which employees do not have a recall right under the terms of the Collective Agreement.

LETTER B-16 Payment for Union Business

In addition to the existing provisions of Article 18 of this Collective Agreement, the Company will pay for an additional 8 hours per week of union business. This additional payment will be applied by reducing the monthly amount charged back to the Union by the amount specified above.

LETTER B-17 Company contributions to CAW Special Fund

Effective following ratification, the Company agrees to pay into a special fund a quarterly amount of \$3,333 during the currency of the 2001-2004 Agreement (a total of 12 payments) for the purpose of providing paid education leave for upgrading Local 504 employee's skills in all aspects of Trade Union functions. Such payments, to be made commencing May 1998, will be paid into a trust fund established by the National Union CAW, and sent by the Company to the CAW Family Education Centre, R.R. #2, CAW Road #25, Port Elgin, Ontario, N0H 2C5.

It is understood and agreed that the Company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the Company who attend sessions of the Union's labour education program. The Union will provide the Company with an annual statement certifying that expenditures from the trust were made in accordance with the foregoing.

LETTER B18 Same Sex Bereavement Article 26

This will confirm that in the application of Article 26, Bereavement Pay, the term "spouse" will be deemed to be inclusive of same gender spouse. In this context, "spouse" means one person, who is not eligible under the Benefit Plans as a covered person, and is a person who has lived with the employee in a conjugal relationship for at least 12 months.

LETTER B19 Dental Codes

This will confirm the understanding between the parties that the implementation of changes to the Camco dental plan coding created by applying the Ontario Dental Association coding shall not result in any change to the current dental coverage provided by Camco. Furthermore, should an issue arise from any changes to the dental plan coding, it is understood that any procedure currently covered by the Dental Plan will continue to be covered.

LETTER B20 Article 13.05 – Seniority and Layoff

This will confirm that for the duration of the Collective Agreement, dated April 23, 2001, although not forming a part thereof, the Company will provide the Union with a report on a quarterly basis which tracks the number of working days an employee is laid off as per Article 13.05 of the Collective Agreement. The first

such report will be provided to the Union no later than July 15, 2001

Yours truly,

Dee Dee Milner
Human Resource Manager

Section C Letters from the Union to the Company

April 23, 2001

Ms. Dee Dee Milner
Human Resource Manager
Camco Inc, 175 Longwood Road South
Hamilton, Ontario L8N 3Y5

Dear Ms. Milner;

LETTER C1 Disputed Jobs and Arbitration

With reference to grievance filed under Article 9:07 of the Collective Agreement and processed to arbitration by the Union, the Union undertakes the following:

- (1) When the disputed job and up to three (3) related jobs have been viewed by the Union Committee, the Union will notify the Company of the factor or factors alleged to be improperly rated and the degree level claimed for such factor or factors at the time the grievance is posted for arbitration.
- (2) At least sixty (60) calendar days prior to the date set for the arbitration hearing, where the disputed job and up to three (3) related jobs have not been viewed by the Union Committee, the Union will notify the Company of the factor or factors alleged to be improperly rated and the degree level claimed for such factor or factors.
- (3) If the date set for the arbitration hearing is within sixty (60) calendar days, thereby preventing the Union From notifying the Company as referred to in 2 above of the factor or factors alleged to be improperly rated and the degree level claimed For such factor or factors, the Union will notify the Company within three (3) working days of such date being set.

LETTER C2 Union Information to Company upon Job Evaluation Grievances

Section 13.13 (a) (i) of the Collective Agreement provides that certain information with regard to a grievance shall be supplied by the Union to the Company not later than three weeks before the date such grievance is to be heard at Arbitration.

It is recognized by the Parties to the Agreement that in some circumstances the Union may not have three clear weeks' notice of such grievance being heard in Arbitration,

It is therefore agreed by the Parties that in such circumstances, the Union shall supply such information with regard to the grievance as referred to above within three working days of the date it has notice of the hearing of the Arbitration.

Yours truly,

For Local 504

For CAW-Canada,

The foregoing is hereby confirmed on behalf of Camco Inc,

SECTION D SKILLED TRADES SUPPLEMENT

April 23, 2001

National Automobile, Aerospace, Transportation and General Workers of
Canada (CAW - Canada), Local 504,
307 Queenston Road,
Hamilton, Ontario. L8K 1H3

Dear Mr. Thomson;

LETTER D1 - Apprenticeship Agreement

APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 504.

PURPOSE

The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.

DEFINITIONS

1. The term "Company" shall mean Camco Inc.
2. The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation, and General Workers Union of Canada (CAW-Canada) and its Local 504.
3. "Registration Agency" on labour standards shall mean the Industrial Training Branch, Department of Labour.
4. "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.
5. "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she had been assigned under these standards and who is covered by a written agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agency.
6. "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
7. "Supervisor of Apprentices" shall mean the person assigned the responsibility by the Company to perform the duties outlined in these Standards of Apprenticeship.
8. "Standards of Apprenticeship" shall mean his entire document, including

these definitions.

9. "Skilled trades" at Camco shall be deemed for the purpose of this agreement to include Senior Model Maker (FA 38-09-1), Tool and Die Maker (JA 03-01-1 and JA 04-01-1), Electrician (TA 06-03-1), Millwright (TA 11-03-1), Steamfitter/Pipefitter (TA 13-03-1), 2nd Class Stationary Engineer (TA 28-13-1) and Mechanic - Mobile Equipment (TA 21-03-1).

APPLICATIONS

Applications for apprenticeships will be received by the Human Resources Department of the Company. These applications may be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.

APPRENTICESHIP ELIGIBILITY REQUIREMENTS

In order to be eligible for apprenticeship under these standards, prospective applicants must satisfy the qualifications determined by the Company. It will be the intention of the Company to place the most capable individuals on the apprenticeship programs. To that end, factors such as skill, experience and aptitude will be significant, in addition to a consideration of length of service with the Company. All applicants must have a Grade 12 diploma or its equivalent. Exceptions to this requirement may be made by the Company. Prior to consideration being given to external candidates, the Company will post apprentice jobs as per the Collective Agreement, and will consider these applicants providing they meet the minimum requirements as determined by the Company.

TRANSFER

Employees on the Apprenticeship Program will not have the right to transfer to other jobs through the application of Article 14 of the Collective Agreement.

CREDIT FOR PREVIOUS EXPERIENCE

Credit for prior experience in the applicable trade may be given to apprentices. Such credit will be determined by the Registration Agency.

PROBATIONARY PERIOD

The first five hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement with an apprentice may only be canceled by the Company after advising the Committee. The Registration Agency shall be advised of such cancellations.

HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeyperson employed by the Company. In the case of an apprentice is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the actual hours of work.

Apprentices may work overtime hours providing that the proper ratio of apprentices to journeypersons established by these standards is maintained.

RATIO

The ratio of apprentice to journeyperson shall not exceed one apprentice to each three (3) journeypersons in the trade in which he/she is apprenticed (e.g. one (1) toolmaker apprentice to three (3) toolmakers). If layoffs become necessary, apprentices shall be laid off to maintain the same ratio.

DISCIPLINE

The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

1. inability to learn;
2. unreliability;
3. unsatisfactory work;
4. lack of interest in his/her work or education;
5. improper conduct;
6. failure to attend classroom instruction regularly.

Where an apprentice is removed from the Apprenticeship Program because of his/her inability to apply his/her knowledge to the job and not because of lack of application on his/her part, he/she will be subject to the provisions of Article 13 of the Collective Agreement. Prior to any such removal, the apprentice will have the opportunity to discuss his/her performance with the Company, the Committee and/or the Union Steward.

WAGES

The Apprentice rates of pay are contained in Article 11 of the Collective Agreement and will apply to all apprentices.

Where classroom instruction takes place during the apprentice's normal working hours, the apprentice will receive his/her current rate of pay for such hours less any government training allowance to which the apprentice is eligible. Total combined pay is not intended to be greater than the Apprentice's normal rate of pay. Application for any such training allowance will be made by the apprentice with the assistance of the Company. Apprentices shall not be paid for attendance at night school or school outside regular scheduled work hours.

Hours spent in classroom instruction shall not be considered in hours of work in computing overtime.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When the apprentice has completed the required amount of hours of training, and after recommendation for his/her Journeyperson's Certificate, he/she is to receive not less than the start rate for a skilled journeyperson in the trade in which he/she has served his apprenticeship provided an opening exists and he/she is selected for employment as a Journeyperson.

ACADEMIC TRAINING

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. Additions to the schedules of work processes and related instructions may be made by the Committee, subject to the final approval by the Company. The Committee shall notify the Registration Agency of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

A reimbursement of the tuition fee will be made to the apprentice provided he/she attends at least seventy-five (75%) of the classes during the season and receives a passing grade. The student apprentice is required to furnish each month proof of his/her attendance at the school. If necessary, the Company will consider covering additional costs.

JOINT APPRENTICESHIP COMMITTEE

A Joint Apprenticeship Committee will be established, composed of four (4) members, two (2) representing the Company and two (2) journeypersons representing the Union.

The Chairperson shall be the Supervisor of Apprentices. The Committee shall meet monthly or more frequently if mutually agreed to by the parties. Minutes of these meetings will be kept by a Company representative and distributed to the Committee. It shall be the responsibility of the Committee to:

1. See that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
2. Screen applicants for apprenticeship subject to final approval by the Human Resources Department of the Company.
3. Hear and decide on questions involving apprentices which relate to their apprenticeship.
4. Recommend whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
5. Offer constructive suggestions for the improvement of training on the job.
6. Certify the names of graduate apprentices to the Registration Agency and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein.
7. To review the Supervisor's monthly report on each apprentice.
8. In general, to be responsible for the successful operation of the

apprenticeship standards in the Plant and the successful completion of the apprenticeship by the apprentices under these standards.

APPRENTICESHIP AGREEMENT

The "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice which Agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agency. The following shall receive copies of the apprenticeship agreement:

1. The Apprentice
2. The Company
3. The Committee
4. The Registration Agencies
5. The Local Union

CERTIFICATE OF COMPLETION OF APPRENTICESHIP

No certificates will be issued by the Ministry of Labour unless recommended by the Committee.

ON-THE-JOB TRAINING

Both parties recognize that from time to time an apprentice may require training in skills outside his/her trade to meet provincial apprenticeship requirements. Both parties will make every reasonable effort to provide this training in-house.

LETTER D2 Dues Deduction

This will confirm that the Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council, during the life of the Collective Agreement.

The first deduction to be made from employees will be made upon ratification of the Collective Agreement, from those employees who have completed their probationary period at that time. In future, deductions will be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year. The Union will provide the Company with the amount of the dues and the names of the employees from whom the dues are to be deducted at least fourteen (14) calendar days before the date of deduction.

LETTER D3 Seniority

This will confirm the agreement between the Parties regarding Seniority for the Skilled Trades employees. Effective April 23, 1998, the following will apply:

1. Employees who are in Skilled Trades as of February 20, 1998, shall retain their seniority established at February 20, 1998 and will continue to accrue seniority thereafter.
2. New Trade Journeypersons and Apprentices from outside the trades (i.e. other bargaining unit jobs), subsequent to February 20, 1998, shall have

seniority in the trades based on time spent within the trades as a Journeyperson or Apprentice.

The above does not exclude the use of total bargaining unit seniority in a bump to a job classification outside the Skilled Trades group.

It is further agreed that while designated as apprentices, employees will not be subject to being displaced by other employees. Apprentices will not be laid off unless retention of an apprentice would result in the ratio of qualified employees to apprentices in the trade in question becoming less than 3 to 1, through the layoff of qualified employees.

Employee(s) hired directly into the Apprenticeship Program as new hire(s) will not be able to displace employees outside of the Apprenticeship Program. Such employees will be allowed to replace probationary employees, and based on qualifications, will be considered for any available open job. In such case, the job posting procedure outlined in Article 14 will not apply.

All apprentices will be recalled in accordance with the provisions of Article 13.07.

LETTER D4 Definition of Skilled Trade

This will confirm the understanding of the Parties regarding the qualifications required to be considered for a position within the Skilled Trades at Camco.

A journeyperson in any of the designated Skilled Trades shall mean any person who:

- i) has served a bona fide apprenticeship for four (4) years (8000/9200 hours) and possesses proof of such apprenticeship service, or
- ii) has eight (8) years practical and general experience covering all phases laid down in the Apprenticeship Course applicable to the trade in which he/she claims journeyperson status and possesses ample proof of such experience.

In addition, entry into the Skilled Trades shall be reviewed by the Committee:

- i) who qualify as journeypersons under the provisions set forth in the immediately preceding paragraphs, or;
- ii) who qualify for journeyperson status through any apprenticeship program which may be negotiated by the parties, or;
- iii) who provide documents at date of hire proving their claim to journeyperson status both to the Company and the Union Skilled Trades Committee person, or
- iv) who provide documents within fifteen (15) working days of being promoted from any classification.

The Company also agrees to recognize a Skilled Trades Committeeperson whose duty shall be to represent Skilled Trades employees and participate as the Union's appointee to the Apprenticeship Committee. The Skilled Trades Committeeperson shall be paid for in Plant time spent dealing with skilled trades

issues in accordance with Article 18 of the Collective Agreement

LETTER D5 Change of Labour Grade

This will confirm the agreement between the parties, that upon ratification of the Collective Agreement, the wage rates applied to Labour Grade 14 will be applied to Labour Grade 13, thus eliminating Labour Grade 14 permanently from the hourly wage structure.

It is further agreed, that the following Skilled Trades Classifications currently paid a Labour Grade 13, will be paid the new Labour Grade 13.

- TA-28-13-1 2nd Class Stationery Engineer
- TA-13-03-1 Steamfitter/Pipefitter
- TA-11-03-1 Millwright
- FA-38-09-1 Senior Model Maker

It is further agreed, that the following Skilled Trades Classifications, currently paid a Labour Grade 12, will be paid the new Labour Grade 13:

- TA-21-03-1 Maintenance Mobile Equipment

The following Skilled Trades Classifications, currently paid a Labour Grade 14, will be paid the new Labour Grade 13:

- JA-03-01-1 Tool & Die Makers
- TA-06-03-1 Electrician Power Installation

It is further agreed that the JA-04-01-1 Classification, Coordinator Tool and Die Maker will be paid in accordance with Article 9 of the Collective Agreement.

It is further agreed that all job evaluations factor ratings for the above job codes will be eliminated and these positions will not be evaluated under the job evaluation plan.

It is further agreed that the following codes will be deleted effective April 23, 1998:

- TA-30-03-1
- TA-29-03-1

LETTER D6 Lines of Demarcation

Where disputes have been resolved pertaining to normal duties and responsibilities in the Skilled Trades area, they will be recorded and used in the future as guidelines for resolving any future disputes of the same or similar nature.

Letter D7 Job Security

This will confirm the agreement between the parties regarding job security for skilled trades. Effective April 23, 2001, the following will apply:

1. Planning - The Company shall meet semi-annually to review with the Tools and Equipment Committee, projected work loads regarding the installation, maintenance of tools, fixtures and other equipment and construction.

A Tools and Equipment Committee will be established, composed of the Manager of Manufacturing Engineering and one (1) other member of Maintenance Management, the Union Skilled Trades Representative and the Department Stewards from the Maintenance Department and the Tool Room. The Committee will meet every six (6) months commencing six (6) months after ratification of the Collective Agreement.

The purpose of the Committee in addition to the aforementioned review, will be to review the maintenance of the equipment and tools used in the facility. Requirements and priorities for equipment and tools used in the Maintenance Department, Tool Room, and Lab will be reviewed and recommendations from the Committee shall be considered by the Company, but will not be binding.

2. Information - Notice of outside contract activities will be provided as far in advance as possible in situations other than emergencies. This written notice will provide the Union with all available information on the nature of the work, including plans and the number of trades persons required to perform the work. Where possible the Company and the Union will have discussions on this subcontracting in advance. Where this is not possible, the Union may request such a discussion after the subcontracting has been completed.
3. Layoff and Recall – When Skilled Trades employees are on layoff not in excess of twelve (12) months in a classification, Camco will give due consideration to such employees before any work within their classification for which they are qualified to perform is contracted out.
4. Utilization - It is the policy of the Company to utilize its own skilled trades employees in the performance of skilled trades work. If the Company has the necessary facilities and equipment and can perform the skilled trades work required with our own workforce in a manner that is competitive in terms of cost, quality and timeliness, it is the Company's intention and desire to keep such work within the Company. Nothing in this agreement should be taken to restrict the Company's right to solely determine staffing levels for Skilled Trades.

LETTER D8 Committee on New Technology

This will confirm the agreement of the Parties that upon ratification, the Parties will establish a Joint Committee on New Technology, made up of three members

from the Company and three members from the Union. The purpose of this Committee is to deal with the question of new technology in the Hamilton Plant, and the introduction of new techniques through automated equipment.

It shall be the responsibility of the Committee to investigate and examine all aspects concerned by the introduction of such equipment and its impact on the affected employees, and to make recommendations to the Company. The Committee will determine an appropriate meeting schedule.

Yours truly,

Dee Dee Milner
Manager, Human Resources

The foregoing is hereby confirmed by the CAW-Canada and its Local 504.

For the CAW-Canada

For its Local 504

SECTION E LETTERS BETWEEN THE COMPANY AND THE UNION - COMPETITIVENESS

April 23, 2001

National Automobile, Aerospace, Transportation and General Workers Union of
Canada (CAW-Canada), Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H3

Attention: Mr. W. Thomson

Dear Sir:

LETTER E1 Summer Shutdown

It is understood that given the seasonal demand for the products currently produced in the Hamilton Plant, it is not in the best interest of effective business operation to shutdown operations for vacation in the summer months.

To help address this significant business concern, the parties agree to the following:

- 1) The definition of a period for a scheduled production shutdown in 8.03 a)i) will be deemed to read "A minimum of one (1) week during the year, and/or..."
- 2) The following sentence will be deemed to have been added to 8.03 c): "The employee consideration outlined in this section does not apply to employees who have been recalled in that calendar year."

LETTER E2 Summer Students

The Company and the Union agree to modify Letter A-6 as follows:

The period defined for "students hired for summer help" will be extended to April 1 to October 31st, inclusive. The ratio of "students hired as summer help" will be amended to read: The "students hired as summer help" shall be improved to 25% of the regular workforce.

A statement that "All employees with seniority on layoff will be offered recall before students are hired" will be added to the letter. It is further understood that "Students hired as summer help" may be used to cover circumstances such as: peaks in selling season, vacation coverage, product transition periods.

It is further understood that to be eligible for "student employment" - a student must have graduated from Grade 12 with a diploma, must be returning to school and must provide acceptable verification of this to the Company, must be eligible to work in Canada and must be able to work shifts.

It is further agreed that such students will be paid a total rate of 80% of the start rate of Labour Grade 4.

LETTER E3 Temporary Job Vacancies

The parties agree that Article 14.03 a) will be deemed to read:

“All temporary job vacancies as in Section 14.02 that are expected to extend for a period in excess of fifteen (15) working days but less than two (2) months, will be handled in the following manner, commencing no later than the sixteenth (16th) working day of the vacancy...”.

The purpose of this change is to support employee vacation requests, and to facilitate the introduction of a work place training program and to enable all employees to participate in such training, while ensuring efficient manufacturing operations.

It is not the Company's intent to utilize summer students under Article 14.03 in Labour Grade 6 or higher.

LETTER E4 Employee Movement

Notwithstanding the provisions of the Collective Agreement, attached are specific revisions for Article 13, which will be deemed to exist for displacements as of April 23, 1998.

It is further agreed that the language in Article 9.10 a) (Rate Retention), will be deemed to change from “39 weeks” to “52 weeks”.

It is not the Company's intent to lay people off to the street out of order of seniority. That is, seniority will be the major factor governing layoffs to the street, subject to the retained employees being able to meet the normal requirements of the work.

EMPLOYEE MOVEMENT Article 13.07

13.07 Layoff or transfers due to lack of work will be governed by the following provisions:

- a) Seniority as defined in Sections 13.02.
- b) Seniority will be the major factor governing layoffs or transfers due to lack of work, in accordance with Section 13.07 (f) (i) thereof, subject to the retained employees being able to meet the normal requirements of the work.
- c) If a reduction of forces is necessary, the Company will inform the Union committee prior to any layoff notices being posted or given to employees. In the event that the reduction of forces involves thirty (30) or more employees, the Company will meet with the Union committee in advance. In addition, the Company will give seven (7) calendar days notice in writing to an employee of a layoff, the duration of which is expected to exceed ten (10) calendar days. In administering this notice of layoff provision, the objective of the Company will be to arrange for the implementation of such layoffs on Fridays.

In situations where such layoffs occur as a result of planned reductions in production levels, or the normal labour adjustments that occur and can be anticipated, the Company will arrange for the layoff notice(s) to expire the completion of a Friday shift, unless delayed through the implementation of the seniority provisions of Article 13.

It is further understood that under unusual and serious circumstances beyond the control of the Company, the above will not apply.

Such notice will indicate, whenever reasonably possible, whether the layoff is expected to be of short or indefinite duration. This provision will not, however, apply with respect to the following:

- i) Probationary employees;
 - ii) Layoffs under Section 13.05 although the employees will be informed when the layoff takes place there under;
 - iii) Layoffs resulting from lack of work owing to any slowdown, strike, or other work stoppage or interference with work by employees covered by this Agreement;
 - iv) Layoffs resulting from such matters as fire, lightning, floods, tempest or power failure.
- d) Employees who are laid off shall be recalled in order of their seniority, provided they are able to meet the normal requirements of the job. The Company will confirm an employee's recall by telegram sent to the employee's last address on record with the Company as furnished by the employee. An employee, upon being recalled, shall notify the Company within three (3) working days of receiving such telegram of his/her intention to return to work and shall return to work no later than ten (10) working days from the day such telegram is sent except in the case of verified illness.
- e)
- i. An employee who has been transferred to another classification as a result of the provisions of this Article, shall be given an opportunity of returning to his/her original job in order of seniority, when the vacancy occurs.
 - ii. The provisions of i) will be limited to a period of three (3) years from the date of original transfer. An employee who declines the opportunity of return hereto, shall forfeit the right to return thereafter.
 - iii. Notwithstanding the provisions of 13.07 e), employees will not be deemed to have return rights to a classification for the purpose of open jobs created through the administration of Article 13.07 i).

f) i) "The Company and the Union recognize that it is desirable to keep displacement of one employee by another (bumping) to a minimum. Therefore, when a reduction of forces or the transfer of employees due to a lack of work becomes necessary, the Company will first define which

employees are to be surplusssed. Then, the Company will define which jobs are deemed to be “open”, including the issuing of layoff notices to junior employees as necessary. An “open” job in these circumstances is defined as a vacancy created by the layoff of a junior employee, the voluntary or involuntary transfer or removal of an employee, or the creation of an additional vacancy in a classification.”

- a) The original surplusssed employee and the employee of the 1st bump, will be transferred to the first job commencing from the bottom of the Plant-wide seniority list held by a less senior employee in the same labour grade, one labour grade higher or one labour grade lower (in this order) for which he/she is qualified. If there is no such job, the employee will be transferred according to the Steps defined below. Only the employee originally laid off through a reduction in forces and the 1st bumped employee, will be eligible to utilize this step. For purpose of clarification, those employees subsequently bumped by the original surplusssed employee and the 1st bumped employee will move to an open job as determined by the Company.
- b) Once the original affected employees and the 1st bumped employees are transferred, subsequent affected employees will be transferred to open jobs according to seniority and consistent with their possessing the skill and ability to perform the job as verified by Company records.

NOTE

1 In administering the foregoing steps as they apply to any particular layoff listing where more than one employee is listed from a classification, an employee will not be placed in a lower labour grade than a less senior employee from the same classification, consistent with ability to meet the normal requirements of the work.

2 In the application of Section 13.12, the following procedure will be employed in the exercise of preferential seniority by department stewards with 5 or more years' seniority:

- i) First job commencing from the bottom of the departmental seniority list held by a less senior employee
- in same labour grade
- ii) First job commencing from the bottom of the departmental seniority list held by a less senior employee
- in one labour grade lower

If the employee is not so placed, the normal placement procedure outlined above in this Section 13.07 f) i) will then be followed beginning at Step 1.

- b) For the purpose of locating another job for which an employee may be eligible in the application of the requirements and procedure of Section 13.07 f(i) for jobs within the plant, an employee with the skill and ability to perform the job as verified pursuant to Section 13.07 f(i), shall be eligible for a training period of up to five (5) working days provided the Company has reasonable evidence in its records that such training period would enable the employee to meet the normal requirements of the work of such job within such five (5) day period. Employees with 15 or more years of seniority will be eligible for up to 10 working days of training under this provision.
- ii) In the event an employee is unable to perform the normal requirements of the work, i.e. fails the bump, as determined by the Company, the employee shall be eligible for the first job commencing from the bottom of the Plant wide seniority list held by a less senior employee that he/she can perform without training.”

LETTER E5 Quality Commitment

The Company and the Union agree that building a Quality product is one of the goals of Camco. All employees have personal responsibility for achieving world class quality in the work they perform. Achieving Six Sigma quality is critical to the future success of our business. Employees are required to participate in appropriate quality training.

Therefore, the Company and the Union agree to the following:

“The Company and the Union agree that it is the responsibility of every employee to produce a product in accordance with quality standards to meet customer expectations in order to ensure the ongoing viability of the Hamilton Production Operation. To this end, employees are responsible for actively supporting the implementation of new products and processes and the improvement of existing products and processes”

LETTER E6 Training Commitment

It is agreed by the Company and the Union that:

“A flexible workforce is essential to the longevity and security of the Hamilton Production Operations. Training benefits both individual employees and the Company. It is every employee’s responsibility to participate in workplace training.

It is further agreed that the Company may make certain training mandatory, and that some training may require successful participant evaluation for completion.

In consultation with the Union, the Company may provide some voluntary training on shared time. Voluntary training may qualify an employee for another job or lead to educational accreditation.”

LETTER E7 Continuous Operations

It is understood that periodically during the year it may be necessary to create a work schedule where an operation runs 24 hours per day, 7 days per week. It is anticipated that such a work schedule will occur as a result of increased product demand, equipment bottlenecks, equipment breakdowns, etc.

If such a business need arises, the Company commits to give the Union as much advance notice as practical of its intent to implement such a work schedule. The Company will then post temporary jobs for the work in question, identifying a weekend work structure. The temporary work structure will consist of two twelve hour shifts on Saturday and two twelve hour shifts on Sunday. For greater clarification, those employees working on the weekend shift will work 24 hours and will receive 40 hours of compensation.

The parties recognize that there are a number of issues arising from the implementation of any such work schedule, that requires mutual agreement, such as staffing, pensions, STD, WSIB, statutory holidays, vacations, etc. The parties agree to meet and resolve these issues, consistent with the objective of considering employee interests together with the need to be cost effective for the Company.

Nothing in this agreement is intended to limit the Company's right to negotiate a different, more cost effective "continuous" work schedule with the Union in the future.

Shifts – Injection Mould and Liner Vacuum Form

This letter will confirm the agreement between Camco and the CAW Local 504 with respect to the implementation of weekend shifts in Injection Mould and Liner Vacuum Form. The following job codes will be affected by the weekend shifts:

Injection Mould

WW 23-13-1 (SA 23-13-1)

WW 35-13-1 (SA 35-13-1)

Liner Vacuum Form

WW 04-05-1 (AA 04-05-1)

WW 27-09-1 (BA 27-09-1)

****Note:** the job descriptions, job evaluations and labour grades of each job code will remain the same however the number of the job code will be changed to “WW” to reflect the weekend shift schedule.

The parties agree that the Company will post weekend shift job opportunities as per Article 14 of the Collective Agreement. The jobs will be filled for a minimum of three months, from the time the first employee commences work on this schedule. Should the Company decide that the weekend shift is no longer required, the Company will follow Article 13 as amended by Letter E-4 in placing the individual(s).

Employees working a weekend schedule consisting of two shifts of twelve hours will be paid the **regular job rate** for the work being performed and the hours of work paid will be adjusted so that 12 hours worked will equal 20 hours pay. To calculate the hourly rate of pay **for the weekend shift**, the following formula will be used:

Regular job rate x 40 hours / 24 = weekend shift rate

The weekend shifts schedule will be as follows:

Friday 11pm – 11am
Saturday 11am – 11pm
Saturday 11pm – 11am
Sunday 11am – 11 pm

For shifts commencing at 11 pm, a \$0.88 shift bonus will be applied to hours **paid**. The employees who work these shifts will rotate shifts and will receive two 21 minute paid breaks and a 24 minute paid meal period.

It is not the Company's desire to have employees working beyond 12 hours in a shift. Therefore, it is agreed that weekend overtime opportunities in the area involved will first be offered to employees who work during the week. Employees who work weekend shifts will be eligible to work overtime at 1 ½ times their **regular job rate** during the week day shifts after it has been offered to other employees as per the Collective Agreement.

For the purposes of administering STD, the waiting period for those working weekend shifts will be 19 hours of scheduled work (not paid hours) missed. For the purpose of benefit's calculation, each shift missed will equal 20 hours.

In the event of a WSIB claim being filed, the Company will report the scheduled work week as 24 hours and the reported hourly wage will equal 40 hours at their **regular job rate** divided by 24 hours.

If an employee takes vacation while on the weekend shift the vacation hours will be treated as 12 hours of vacation taken equals 20 hours of vacation accrual.

Pension credits will be recorded as a 12 hours worked equals 20 hours of credits.

As the Collective Agreement has the observance of Statutory Holidays on week days, employees on the weekend shift will not be required to work on the specified holidays. They will be paid 8 hours at regular rate for the Statutory Holiday. An employee shall qualify for Holiday pay under section

7.01 of the Collective Agreement if s/he works 12 hours in the normal weekly pay period in which the specified holiday is observed.

Should Camco be required to issue a Record of Employment to an employee covering the period of time on the weekend shift the hours will be reported on the basis of 12 hours worked equals 20 hours reported.

Time missed for Jury Duty, subject to the qualifications of the Collective Agreement, will be paid on the basis of one day entitlement under the Collective Agreement equals **20** hours of compensation at the **regular job rate** while on the weekend shift. The parties will address any unforeseen or unusual circumstances surrounding Jury Duty at that time. It is expected that employees will only qualify for Jury Duty pay if the Jury Duty falls on their regularly scheduled work day(s).

Time missed for Bereavement will be administered as per Article 26 of the Collective Agreement with the following exceptions:

- Payment of 40 hours **at their regular job rate** for time lost due to the death of a spouse, son, daughter, father, mother, stepparent or stepchild
- Payment of 20 hours **at their regular job rate** for each scheduled shift missed due to the death of a sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren, brother-in-law, sister-in-law , stepsister or stepbrother provided that the scheduled shift qualifies under Article 26.03 (b) of the Collective Agreement
- Payment of 20 hours **at their regular job rate** for each scheduled shift missed due to the death of a grandparent provided that the scheduled shift qualifies under Article 26.03 (b) of the Collective Agreement

For the purposes of Article 4.01 of the Collective Agreement, the hourly wage rate shall be calculated as per the weekend shift rate above.

For the purposes of Article 4.04, should an employee be called in outside of their regular shift s/he will receive not less than three (3) hours work or pay at the applicable premium based on the regular job rate.

It is agreed that any disputes arising out of this section of Letter E7 are subject to the Grievance Commissioner Process as defined in the Collective Agreement. The Commissioner will be limited to interpreting the application of this letter and shall not change the terms of the Collective Agreement. However, it is not the intent of the parties to disadvantage or benefit employees who participate in this weekend shift schedule.

LETTER E8 Union Representation

With the advent of the new product and potential other new products/processes in the Hamilton Production Operation, it is agreed that involvement by all employee groups in these programs is advantageous to a successful outcome.

It is agreed that for the Program, a Senior Union Representative will participate on the Program Steering Committee and on the Program Management Committee. In addition, the Company will identify, following consultation with the Union, individual employees with specialized expertise to participate in the sub-committees, which will develop the program. Employee involvement is a critical component to the successful implementation of the new product and the achievement of all Program commitments.

It is anticipated that this model of involvement may be utilized in future business initiatives after review with the Union.

LETTER E9 Job Descriptions

The purpose of this letter is to inform you that the Company intends to make the following additions to all hourly job descriptions at the Hamilton Plant. In most cases, these changes merely document activities already being performed by hourly employees, and no change in labour grade will be made as a result of this clarification.

“Primary Responsibilities: (ADD) These responsibilities shall be performed consistent with meeting all customer requirements, quality standards, health/safety/environment and housekeeping objectives, and with building global competitiveness through continuous improvement.”

Job Duties: (ADD) Ensure the maintenance of a safe, healthy and professional workplace. Ensure the manufacturing of quality products. Ensure the safe and

efficient operation of all manufacturing equipment.”

The following is for clarification and will not be included in the job description documents. The above duties include, but are not limited to: sweeping, tidying individual workstations, maintaining orderly parts storage, recycling, proper disposal of waste and material, visual checking of parts/components/subassemblies, highlighting of quality defects and rectifying where practical, notifying appropriate personnel of pattern defects, participating in quality initiatives, and effecting minor adjustments to equipment, conducting visual/audible checks of equipment, reporting same to appropriate personnel, checking oil levels, performing proper startup and shutdown procedures.

LETTER E10 Overtime Scheduling

In the past, the Company has used the practice of scheduled required overtime in the Hamilton Production Operation. The Company intends to resume the practice to ensure the efficient manufacture of product and the satisfaction of customer demand. When such scheduled required overtime is to be worked, the Company will meet with the Union in advance to discuss the reason(s) for the mandatory overtime, options to mandatory overtime and the preferred overtime work schedule. When the period of mandatory overtime is expected to exceed four (4) continuous weeks, the Company and the Union will meet to discuss the option of recalling employees on layoff. The Company will provide a minimum of five (5) days notice to the affected employees.

Yours truly,

Dee Dee Milner
Human Resource Manager

The foregoing is hereby confirmed on behalf of the CAW-Canada and its Local 504.

For the CAW-Canada

For its local 504

APPENDIX 'E' - BENEFIT PLANS

AGREEMENT effective the 23rd day of April 2001

BETWEEN:

Camco Inc. a Company incorporated pursuant to the laws of Canada, and having its Head Office in the City of Mississauga, Province of Ontario, and herein acting with respect to its Hamilton, Longwood Road South Plant (hereinafter called "The Company").

AND

CAW-CANADA, and its Local 504, (hereinafter called "The Union").

This will confirm that the terms of the benefit plans are negotiated by the parties, and the Company is responsible for providing the negotiated benefits. The foregoing is applicable regardless of which method the Company may elect to use for delivery of said benefits. The Benefit Plans do no form part of the Collective Agreement and are not subject to grievance or arbitration.

INDEX

BENEFIT	PAGE
Group Life Insurance	3
Optional Dependent Life Benefit	5
Accidental Death and Dismemberment	7
Optional Accidental Death and Dismemberment	8
Long Term Disability Benefit Plan	9
Extended Health Care Plan	14
Dental Plan	21
Income Extension Aid Agreement	31
Letter of Understanding	45
Pension Plan No. 7	47

SECTION I
GROUP LIFE INSURANCE PLAN

BENEFIT DIVISION 376

GROUP LIFE INSURANCE

1. The Company will provide group life insurance for employees represented by the Union in the amount of \$34,000, on and after April 23, 2001 and \$35,000, on or after January 1, 2002 and \$36,000 on or after January 1, 2003, at no cost to the employee.
2. The Company will provide \$5,000 of life insurance for employees represented by the Union who retire on pension under the provisions of Camco Inc. at no cost to the retired employee.
3. An employee must be actively at work on the effective date of this Plan to be eligible for coverage under the terms of the Plan, otherwise the terms of any former Plan that was in effect on the date the employee's absence commenced will remain in effect, until the first day of return to active employment when the employee will be eligible for coverage under this plan.
4. Group Life insurance provided under Section 1 terminates at:
 - a) the date employment terminates in the case of voluntary termination or dismissal.
 - b) the date an employee retires under the provisions of a Company pension plan.
 - c) (i) the end of the month following the month in which an employee, with less than one year of pensionable service, was laid off. - OR -
 - (ii) the end of the third month following the month in which an employee with one or more years of pensionable service, was laid off, except that the continuation of coverage provided above shall cease:
 1. upon the date a laid off person becomes employed
 2. upon a laid off person declining a recall to employment extended to him by the Company or failing to report for work on notice of recall.
 - d) (i) the date an employee completes 52 consecutive weeks of absence from work on an authorized leave of absence, or
 - (ii) the date an employee, other than an employee referred to in Section 4 (a) or (b) above when absent from work due to a disability verified to the satisfaction of the Company, including a disability accepted as such by a Worker's Compensation Board, reaches the maximum period of coverage allowable under the following schedule:

Employee's Pensionable Service at Date Disability Commenced	Maximum Period of Coverage
Less than 1 year	52 weeks, or retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.
1 year, but less than 5 years	78 weeks, or retirement, or the end of the month in which the employee attains age 65, or death, which ever occurs first.
5 years, but less than	104 weeks, or retirement,

10 years or the end of the month
in which the employee
attains age 65, or death,
whichever occurs first.

10 or more years until retirement, or the
end of the month in
which the employee
attains age 65, or death,
whichever occurs first.

Any such insurance terminated under (c) or (d) above shall be reinstated automatically on the date of return to active employment with the Company.

5. The death benefit, conversion privilege and the total and permanent disability benefit shall be subject to the terms of the certificate of assurance, as attached.

6. In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union, the Company, upon 7 calendar days' notice in writing to the Union, may in respect of employees engaged herein, suspend in whole or in part the provisions of this Agreement and likewise the benefits provided hereunder for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice it shall automatically be deemed to be void.

Any coverage provided herein which has been terminated as above shall be reinstated on the date of the employees' return to work.

It is agreed that no matter respecting the Group Life Insurance or this Agreement nor any difference arising thereunder shall be subject to grievance or arbitration.

GENERAL INFORMATION

CESSATION OF ASSURANCE - Subject to the terms of the Total and Permanent disability clause, the assurance shall cease at the earliest of the following dates: (a) the date of termination of the employee's service with the Employer, (b) the date the employee otherwise ceases to be eligible under the group policy.

Assurance of all employees shall cease immediately upon the lapse or discontinuance of the group policy.

CHANGE OF BENEFICIARY - The right to change the beneficiary is reserved to the employee, provided there is no legal restriction to the contrary, but such change shall take effect only upon receipt of a written request by the Employer. Whenever a change of beneficiary is desired this certificate together with a completed Change of Beneficiary Form should be given to the Employer in order that the change may be recorded. If the beneficiary named should predecease the employee, another beneficiary should be named immediately.

CONVERSION PRIVILEGE - When the assurance on the life of any employee assured under the group policy shall terminate by reason of such employee leaving the service of the Employer for any reason whatsoever, the Insurance Company shall, on the written request of such employee within thirty-one days after his leaving the service of the Employer, issue a policy upon the life of such employee on any form of life or endowment assurance (excluding term assurance) then issued by the Company, but without the total and permanent disability benefit or the double indemnity accident benefit. Such policy shall be for the same amount of assurance as the employee was assured for under the group policy at the time of said termination of employment, and the rate of premium shall be the rate charged by the Insurance Company according to the table of rates then in use applicable to the class of risk to which such employee belongs and the attained age of such employee. No medical examination shall be required.

The exercise of the Conversion Privilege shall be in lieu of all other benefits under the group policy and the converted policy shall be issued on receipt of an application on the Insurance Company's form during the lifetime of the employee and while the group policy is in force. The employee shall not be covered between the date of leaving the service of the Employer and the date of receipt by the Insurance Company of the first premium on the converted policy.

LIFE INSURANCE INSTALLMENTS - Payment of life insurance may be made in monthly installments spread over such term of years not exceeding twenty-five as may be selected.

TOTAL AND PERMANENT DISABILITY BENEFIT - If due proof shall be furnished to the Company that any employee assured under the group policy has, before attaining age sixty-five and while such assurance on such employee is in full force and effect, become wholly and permanently disabled by bodily injury or disease, and has been, is, and will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, or from following any gainful occupation, the Company will on receipt of such proofs pay in full settlement of any obligations in connection with such employee under the group policy the amount of assurance effective on his life at the date on which such disability commenced, in one sum or in installments, as the Employee may elect. Payment to such employee or to any person to whom the Company may pay in the event of the death of such employee shall be a valid discharge of any amount payable on account of such total and permanent disability. No payment under this provision shall be made unless formal claim shall be made while the group policy is in full force and effect not later than three months after the cessation of payment of premiums in respect of such employee.

Provided always that although proof of disability may have been accepted by the Company as satisfactory, the employee, if payment by installments shall have been elected, shall as often as required by the Company furnish satisfactory proof of the continuance of such disability.

If the employee shall fail to furnish such proof, or if s/he shall so far recover as to be able to engage in any gainful occupation then no further installments shall be paid but assurance on the life of such employee may be then revived under the group policy but shall be limited in amount to the value of the installments then remaining unpaid at the applicable interest.

Without prejudice to any other cause of disability, the entire and irrecoverable loss of the sight of both eyes, or the total and permanent loss of use of both hands, or of both feet, or of one hand and one foot, shall be considered as total and permanent disability within the meaning hereof.

The Total and Permanent Disability Benefit is alternative to and not in addition to the Death Benefit. Consequently if a claim shall have been admitted under the Total and Permanent Disability Benefit, no payment shall be due on the subsequent death of the employee other than the value of any of the installments not yet paid. The Disability Benefit shall not apply to any employee over sixty-five years of age at the date of becoming covered nor to any employee who attains such age at a later date.

OPTIONAL DEPENDENT LIFE BENEFIT

1. The Company will provide an optional dependent life benefit for spouses and dependent children of employees represented by the Union, on and after May 6, 1985.

2. Coverage is available in the following amounts:

Group A \$5,000 spouse and \$1,000 each dependent child

Group B \$10,000 spouse and \$2,000 each dependent child

Group C \$15,000 spouse and \$3,000 each dependent child

3. Premiums must be paid by employees who elect this additional benefit coverage.

4. For the purposes of this section the following definitions shall apply:

The term "dependent" as used herein means and shall include:

(1) The employee's spouse, where spouse means

(a) the person named as beneficiary in the employee's application for insurance if the relationship of such beneficiary to the employee has been indicated as "spouse", whether such person is the employee's legal spouse or his/her common-law spouse, or

(b) in the absence of such beneficiary designation, the person lawfully married to the employee, or

(c) in the absence of both (a) and (b) above, a person of the opposite sex whose relationship to the employee is common-law spouse.

The term "common-law spouse" means a person who resides with the employee in a common-law

relationship which shall be defined as a relationship wherein two persons of the opposite or same sex cohabit as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

(2) Any unmarried child of the employee and/or the employee's spouse, including any step-child, adopted child or foster child;

(a) from live birth but under 23 years of age, or

(b) 23 years of age or over who is a registered student in full-time attendance at a university or similar institution of learning, who is chiefly dependent upon the employee for support and maintenance, and for whom the employee is entitled to an exemption for Income tax purposes.

(c) 23 years of age or over who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and

(i) who was insured under this policy on the day immediately preceding his/her 23rd birthday, and

(ii) who is chiefly dependent upon the employee for support and maintenance;

but excludes the following:

(A) Any person who is not resident within Canada or the United States of America, and

(B) any person who is insured under said Group Policy as an employee.

The term "live-birth" means the complete expulsion or extraction from the mother of a product of conception, irrespective of the duration of pregnancy, which after such separation, breathes or shows any other evidence of life such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut or the placenta is attached.

The Agreement shall remain in effect until 22nd day of April 2004.

SIGNED by the parties hereto on the day of

.

CAMCO INC

CAW-CANADA

On Behalf of Local 504

CAW-CANADA

SECTION II

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PLAN

The Company will provide an Accident Death and Dismemberment Insurance Plan for employees represented by the Union as set out herein.

1. EFFECTIVE DATE AND ELIGIBILITY

- a) For the period an employee is covered under the Group Life Insurance Plan effective April 23, 2001, s/he will be covered under this Accidental Death and Dismemberment Insurance Plan at no cost.
- b) An employee must be actively at work on the effective date of this Plan to be eligible for coverage under the terms of the Plan, otherwise the terms of any former Plan that was in effect on the date the employee's absence commenced will remain in effect, until the first day of return to active employment when the employee will be eligible for coverage under this Plan.

2. ACCIDENTAL DEATH AND DISMEMBERMENT

- a) If an employee with coverage under the Plan suffers any of the losses set forth in the Schedule of Losses as a result of bodily injury caused by an accident, provided such loss occurs within one year after the date of the accident, the Insurer will pay the amount specified in the Schedule, for such loss, but in no event will more than \$29,000.00 be paid in respect of all losses suffered as a result of any one accident, effective May 1, 2001. Effective January 1, 2002 this maximum amount payable will be increased to \$30,000. and effective January 1, 2003 this maximum amount will increase to \$31,000.

SCHEDULE OF LOSSES

NATURE OF LOSS	Effective May 1/01	Effective Jan. 1/02	Effective Jan. 1/03
Loss of Life	\$29,000	\$30,000	\$31,000
Both hands or both feet	29,000	30,000	31,000
Sight of both eyes	29,000	30,000	31,000
One hand and one eye	29,000	30,000	31,000
One hand and one foot	29,000	30,000	31,000
One foot and one eye	29,000	30,000	31,000
One arm or one leg	21,750	22,500	23,250
One hand, one foot, or sight of one eye	14,500	15,000	15,500
Thumb and index finger of one hand, or at least 4 fingers of one hand	7,250	3,750	7,750
All toes of one foot	3,625	3,750	3,875

"Loss" means, with respect to hands and feet, actual severance through or above wrist or ankle joints; with respect to eyes, entire and irrecoverable loss of sight; with respect to arms or legs, actual severance through or above knee or elbow joints.

3. LIMITATIONS

Payment will not be made for loss caused by or resulting from any one or more of the following:

- a) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- b) Declared or undeclared war or any act thereof;
- c) Accident occurring while serving on full time active duty in the Armed Forces of any country or international authority;
- d) Illness, disease, pregnancy, childbirth, miscarriage, or any bacterial infection, other than bacterial infection occurring in consequence of an accidental cut or wound;

- e) Travel of flight in any aircraft, or any other device for aerial navigation, including boarding or alighting therefrom, while,
 - i) being used for any test or experimental purpose, or
 - ii) operating, learning to operate or serving as a member of the crew thereof, or
 - iii) being operated by or for or under the direction of any military authority, other than transport type aircraft operated by the Canadian Armed Services Transport Command or the similar air transport service of any other country.

4. BENEFICIARY DESIGNATION

Indemnity for loss of life will be payable to the beneficiary designated by the employee under the Group Life Insurance Plan.

5. TERMINATION OF INSURANCE

An employee's coverage under this Plan will terminate on the date his coverage under the Group Life Insurance Plan terminates.

6. In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union the Company, upon 7 calendar days' notice in writing to the Union, may, in respect of employees engaged therein, suspend in whole or in part the provisions of this Agreement and likewise the benefits provided hereunder for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice it shall automatically be deemed to be void.

Any coverage provided herein which has been terminated as above shall be reinstated on the date the employees return to work. It is agreed that no matter respecting Accidental Death and dismemberment Insurance or this Agreement nor any difference arising thereunder shall be subject to grievance or arbitration.

OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

- 1.** The Company will provide an optional accidental death & dismemberment benefit for employees represented by the Union, effective April 23, 1986.
- 2.** Coverage will be available in multiples of \$10,000 up to the lesser of \$100,000 or five (5) times the annual earnings of the employee, to the nearest \$10,000 block.
- 3.** Premiums must be paid by the employee who elects this additional benefit coverage.

The Agreement shall remain in effect until 22nd day of April 2004.

SIGNED by the parties hereto on the day of

CAMCO INC

CAW-CANADA
On Behalf of Local 504

CAW-CANADA

SECTION III
LONG TERM DISABILITY BENEFIT PLAN

1. DEFINITIONS - In this Plan unless otherwise specifically provided.

- a) "Accident" is a bodily injury caused by external violent means.
- b) "Disability" is a disability arising from any mental infirmity, bodily disorder or bodily injury, verified to the satisfaction of the Company and/or Insurer and not otherwise excluded by this Plan, which prevents an Employee from pursuing any hourly-rated occupation in his/her bargaining unit.
- c) "Employee" means an hourly-rated employee in the active employment of the Company who participates in this Plan.
- d) "In-patient" means an Employee who incurs in-patient expenses as defined by the hospital to which the Employee is admitted.
- e) "Insurer" means the insurance company or carrier appointed by the Company.
- f) "Plan" means the Camco Inc. Long Term Disability Benefit Plan.
- g) "Service" means the pensionable service of the Employee, as defined in the Camco Inc. Pension Plan.
- h) "Wage" means an Employee's regular weekly wage, excluding any overtime premium or shift bonus; and includes cost of living allowances.

2. PARTICIPATION

- a) Under this Agreement all Employees of the Company represented by the Union, shall be deemed to be eligible to participate in this Plan, except those Employees who are not in active employment of the Company on the effective date of this Agreement, or those employees who have specifically opted out of the Plan.
- b) Employees who are not in the active employment of the Company on the effective date of this Agreement, shall be deemed to be eligible for coverage under this Plan on the first day of their return to active full-time employment. Otherwise, they will continue to be insured and entitled to the benefits according to the provisions of the former Long Term Disability Benefit Plan.
- c) An Employee will be required to participate in this Plan as of his/her date of employment with the Company.

3. AMOUNT OF DISABILITY BENEFITS

The amount of disability benefits shall be 66-2/3% of an Employee's normal wage immediately preceding the date of Disability, payable according to the following schedule:

Employees' Pensionable

Service at Date Disability Commenced	Maximum Period of Coverage
---	-------------------------------

Less than 1 year	52 weeks, or until recovery, or the end of the month in which the Employee attains age 65, or death whichever occurs first.
1 year, but less than	78 weeks, or until recovery, or 5 years the end of the month in which the Employee attains age 65, or death whichever occurs first.
5 years, but less than	104 weeks, or until recovery, 10 years or the end of the month in which the Employee attains age 65, or death whichever occurs first.
10 or more years	until recovery, or the end of the month in which the

Employee attains age 65, or death whichever occurs first.

4. EMPLOYEE CONTRIBUTIONS

- a) Employees, will contribute an amount equal to 5/10 of 1% of his/her Wage by payroll deduction every week.
- b) Contributions referred to in "a" above are not required while the Employee is absent and in receipt of any amount of disability benefits.
- c) If a deduction of an Employee's contribution from his/her Wage has been omitted in error, the fact that such a deduction has not been made shall not bar him/her from the amount of disability benefits to which s/he would otherwise be eligible. Such deduction shall then be made from any Wages payable thereafter.

5

- a)
 - i) Except in the case of a Disability arising out of an Accident, or illness resulting in admission as an in-patient in a hospital, or, effective May 6, 1985, if hospitalized as an outpatient and a surgical procedure is performed, an Employee shall be eligible to receive disability benefits in accordance with Section 3, beginning after 4 normal working days of continuous Disability.
 - ii) In the case of a Disability arising out of an Accident, or illness resulting in admission as in-patient in a hospital, or, effective May 6, 1985 if hospitalized as an outpatient and a surgical procedure is performed, an Employee shall be eligible to receive disability benefits in accordance with Section 3 commencing upon the date of the Accident or the date of admission as an In-patient in a hospital.
- b) An Employee absent from work and in receipt of disability benefits shall continue to receive such benefits even though a work shortage develops in his/her department which would have resulted in his/her being laid off had s/he been at work, provided the Employee remains disabled and continues to furnish evidence satisfactory to the Company and/or Insurer that verifies the continuance of the Disability.
- c) An Employee making a claim for disability benefits after his/her layoff or termination of employment, for a Disability established to the satisfaction of the Company and/or Insurer as having occurred prior to his/her layoff or termination, shall be eligible to receive disability benefits provided such Disability was accompanied by a continuance of absence which commenced prior to actual layoff or termination.
- d) Notwithstanding the provisions of Section 5(c) above, an Employee on layoff under Section 13.05 of the Collective Agreement between the Company and the Union and unable to return to work because of a Disability covered under this Plan, will be deemed to have been actively employed on the day immediately preceding the designated date of return to work.
- e) Successive period of Disability separated by less than two consecutive weeks of active work on full time shall be considered one period of Disability, unless the subsequent Disability is due to an Accident or illness entirely unrelated to the previous Disability and commences after return to active employment on full time.
- f) Disability benefits under this Plan shall not be paid in the event the absence is a result of:
 - i) deliberate self-inflicted injury or illness, or
 - ii) disability from engaging in war, civil war, insurrection, rebellion, or riot, or
 - iii) a disability due to engaging in any "moonlighting" type of employment, or
 - iv) a disability for which compensation is payable by a Worker's Compensation Board, or
 - v) an authorized leave of absence, or
 - vi) a condition which is not detrimental to bodily or mental health.
- g) Disability benefits will not be payable following retirement other than retirement under the Total and Permanent Disability provision of the Camco Inc. Pension Plan.

6. PAYMENT OF BENEFITS

- a) In computing the amount of disability benefits, Disability will be considered as starting from the first normal working day for which no compensation, or less than one-half day's compensation, is received.
- b) The daily rate of payment for each normal working day of absence that qualifies for payment shall be one-fifth the weekly amount of disability benefits under Section 3. Payment of such benefits will be made in accordance with Section 6 d).
- c) If an Employee in receipt of disability benefits has been medically declared to be mentally incompetent, such benefits will continue subject to the terms of the Plan, and will be paid through another person charged in law with or in fact assuming his/her care.
- d) The disability benefits will be paid on a weekly pay schedule. Such benefits on account of short periods of Disability will be paid as soon as the amount is ascertained.

7. MISCELLANEOUS PROVISIONS

- a) It shall be the obligation of the Employee to notify the Company of his/her absence due to Disability, following which the Company will issue the necessary initial claim forms to him/her.
- b) In the case of a disability arising out of an accident or illness for which a claim is lodged with a Worker's Compensation Board, and no ruling has been made as to its compensable status, an Employee may be permitted to receive disability benefits commencing 30 days after the date of the accident or illness, subject to the following:
 - i) The Employee agrees to assign, in a manner acceptable to the Company and/or Insurer, compensation benefits payable by such Worker's Compensation Board, equal to the amount of disability benefits received under Section 3, and
 - ii) The Employee agrees to make arrangements, satisfactory to the Company and/or Insurer, where insufficient benefits are payable by such Worker's Compensation Board, to discharge any indebtedness for the amount of disability benefits received under Section 3.
- . Nothing in this sub-section (b) shall be read or construed to affect the understanding of the Company and the Union that an Employee is not eligible for disability benefits under this Plan for a disability for which compensation is payable by a Worker's Compensation Board.
- c) Benefits payable under this Plan will be reduced by the amount of any compensation which an Employee receives from the Company for his/her period of absence on Disability.

8. EXTENDED MEDICAL CARE PLAN, GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will continue the applicable coverage for the Employee and his/her dependents under the Extended Medical Care Plan, the Group Life Insurance Plan and the Accidental Death and Dismemberment Insurance Plan at no cost to the Employee, during the period the Employee is absent due to a Disability and entitled to disability benefits under this Plan. However, in the event the Employee is retired under the Total and Permanent Disability provision of the Camco Inc. Pension Plan (see Section 9), s/he will be eligible only to receive coverage which pensioners retired under the Camco Inc. Pension Plan receive.

9. TOTAL AND PERMANENT DISABILITY

An Employee with ten or more years of pensionable service will, if medically determined by the Company to be totally and permanently disabled be required to retire under the Total and Permanent Disability provision of the Camco Inc. Pension Plan following payment of disability benefits for 52 weeks for any one Disability.

10. CANADA/QUEBEC PENSION PLAN

- a) Benefits payable for an absence due to Disability will be reduced by the amount of payment for the same absence which an Employee is initially eligible to receive for himself/herself under the disability benefit provisions of the Canada/Quebec Pension Plan. Such reduction will be revised accordingly should the Employee discontinue receiving benefits under the disability benefit provisions of the Canada/Quebec Pension Plan.
- b) The Employee will be presumed to be eligible for disability benefits from the Canada/Quebec Pension Plan starting on the first day of the fourth month following the date of commencement of disability. The amount of disability benefits under this Plan will be automatically reduced by the estimated amount payable under the Canada/Quebec Pension Plan unless the Employee presents evidence satisfactory to the Company and/or Insurer that a proper application has been made for such benefits, in which case the amount of disability benefits will not be reduced if the employee agrees to assign, in a manner acceptable to the Company and/or Insurer, the benefits payable from the Canada/Quebec Pension Plan. If an amount is deducted under this Section it will be paid upon presentation of the evidence satisfactory to the Company and/or Insurer that the Employee had applied for the disability benefits under the Canada/Quebec Pension Plan and was denied.
- c) The Company and/or Insurer may require certification or verification of the amount of income from the Canada/Quebec Pension Plan.
- d) The amount of disability benefits in excess of the amount which should have been paid may be deducted from the amount of any future disability benefits, or re-paid by the Employee to the Company and/or Insurer, as the case may be, through some other mutually satisfactory arrangement.

11. CAMCO INC PENSION PLAN

The amount of disability benefits under this Plan will be reduced by the amount of Pension for which the employee is eligible under section 9.02 (a) (Total and Permanent Disability Provision) of the Camco Inc. Pension Plan #7.

12. GROUP LIFE INSURANCE PLAN

Any benefit which the Employee is entitled to under the Total and Permanent Disability provision of the Group Life Insurance Plan either in a lump sum or installments will be calculated as if the benefit was payable in 156 equal weekly installments and the amount of disability benefits under this Plan will be reduced by the amount of such payments.

13. PRE-EXISTING DISABILITIES

Notwithstanding anything stated elsewhere in this Plan, the amount of disability benefits will not be reduced as the result of other forms of disability payments made to an Employee for a disability which commenced prior to his/her enrollment in this or the former Plan.

14. PHYSICAL EXAMINATIONS

The Company and/or Insurer reserves the right to require periodic physical examinations throughout the duration of the Employee's absence due to Disability. Such examination shall be conducted by a physician or physicians designated by the Company and/or Insurer.

15. REHABILITATION

An Employee receiving disability benefits under this plan may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the Employee's doctor, at no cost to the Employee. Such rehabilitation measures will, whenever feasible, be directed toward having the Employee return to active employment with the Company. If such Employee refuses to undertake such

rehabilitation, s/he may be declared not eligible for disability benefits.

16. GENERAL PROVISIONS

- a) In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union, the Company, upon seven calendar days' notice in writing to the Union, may, in respect of Employees engaged therein, suspend in whole or in part the provisions of the Plan and likewise the amount of disability benefits provided herein for such period as the Company may determine, provided however, that if such action is discontinued prior to the effective date of such notice it shall automatically be deemed to be void.
- b) It is agreed that no matter respecting this Plan or this Agreement nor any differences arising thereunder shall be subject to grievance or arbitration.
- c)
 - i) If an employee has a complaint concerning his/her rights under the Plan s/he may state it in writing and submit it to his/her Supervisor or s/he may refer it in writing directly to the Industrial Relations Department as defined in the Collective Bargaining Agreement. Any such action will be taken up as promptly as possible following the occurrence concerning which the complaint is made.
 - ii) If the claim is taken up as above with the Supervisor, the employee may do it personally, with or without his/her Steward, or s/he may request the Steward to do it for him/her. If the Steward presents the claim, the employee may be present when the matter is discussed by the Steward and the Supervisor if the Steward or Supervisor so requests. The Supervisor shall give a reply in writing within three working days after the complaint has been presented to him/her.
 - iii) If the Supervisor's reply fails to settle the complaint, the Union Committee may within eight (8) working days of receipt of the Supervisor's reply, refer it as a complaint to the Industrial Relations Department. The Union Committee will give the Industrial Relations Department at least four (4) working days' notice in writing of any complaint unsettled by the Supervisor or referred directly to the Industrial Relations Department to be discussed. The Industrial Relations Department will meet once a week with the Union Committee, composed of not more than three (3) employees of the Plant, to discuss such complaint, if any, on which notice has been given as provided in this paragraph. The Industrial Relations Department will give an answer in writing within four (4) working days after the meeting has been held, or within such longer period which may be mutually agreed upon. At this stage a full time representative of the Union may be present when the complaint is discussed if his/her presence is requested by either the Company or the Union.
 - iv) If the decision of the Industrial Relations Department is not satisfactory, the Union Committee may with eight (8) working days of receipt of the reply, refer the complaint to the Manager Human Resource or such other person as s/he may designate. The Manager Human Resource or his/her designate will meet with the Union Committee, composed of not more than three (3) employees of the particular bargaining unit within eight (8) working days of receipt of the complaint and an answer in writing will be given within eight (8) working days after the meeting or such longer period as may be mutually agreed upon. At this stage a full time representative of the Union may be present when the complaint is discussed if his/her presence is requested by either the Company or the Union. The reply of the Manager Human Resource or of his/her designate will be final and binding.
- d) While you are receiving benefits from the Long Term Disability Plan, your coverage will continue under the:
 - . Extended Medical Care Plan
 - . Drug Care Plan
 - . Dental Care Plan
 - . Group Life Insurance Plan
 - . Accidental Death & Dismemberment Insurance Plan
 - . Provincial Medicare Plan
 - . Long Term Disability Benefit Plan premiums are waived while you receive benefits from the Plan.

The Agreement shall remain in effect until 22nd day of April 2004.

SIGNED by the parties hereto on the day of .

CAMCO INC

CAW-CANADA
On Behalf of Local 504

CAW-CANADA

SECTION IV
EXTENDED HEALTH CARE PLAN

SECTION I

1.01 DEFINITIONS

In this Plan, unless otherwise specifically provided,

A) "Dentist" or "Oral Surgeon" means a person duly qualified and legally licensed to practice dentistry.

B) "Dependent" means:

- a) the employee's spouse, where spouse means the person
 - i) who is lawfully married to the employee or
 - ii) whose relationship to the employee is common-law spouse, and who is named as "spouse" in the employee's application for coverage
 - iii) spouse may be of the same sex.

The term "common-law spouse" means a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two persons cohabit as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

- b) any unmarried child of the employee and/or the employee's spouse, including any step-child, adopted child or foster child, and any natural child of an unmarried minor female dependent of any employee
 - i) under 23 years of age, or
 - ii) years of age or over who is a registered student in full-time attendance at a university or similar institution of learning, who is chiefly dependent upon the employee for support and maintenance, and for who the employee is entitled to an exemption for income tax purposes, or
 - iii) years of age or over who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and
 - i) who was insured under this plan on the day immediately preceding his/her 23rd birthday, and
 - ii) who is chiefly dependent upon the employee for support and maintenance; but excludes the following:
 - a) any person who is not a resident within the United States of America or Canada, and

C) "Employee" means a person in the service of the Company and residing in a province where there is a provincial government hospital or health plan that permits coverage as outlined.

D) "Expense" means a reasonable charge incurred by an Employee or Dependent, due to complications or other proper and reasonable cause acceptable to the Insurer, unless otherwise specifically provided herein.

E) "Hospital" means an institution which is legally constituted as a hospital, which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty-four hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery and which is not primarily a clinic, nursing, rest or convalescent home or similar establishment, nor other than incidentally a place for alcoholics or drug addicts.

F) "Illness" means a bodily or mental disorder.

G) "Insurer" means the Great West Life Assurance Company or any other successor carrier, as chosen by

the Company.

H) "Ophthalmologist" (Oculist) means a Physician who is duly qualified and legally licensed to specialize in the care and treatment of the anatomy, functions, and diseases of the eye.

I) "Optometrist" means a person who is duly qualified and legally licensed to measure the refractive powers of the eye and adapt prisms or lenses for the aid thereof.

J) "Physician" or "Surgeon" means a person duly qualified and legally licensed to practice medicine.

K) "Spouse" means either -

- a) the Employee's legally married husband or wife, as the case may be, or
- b) the Employee's common-law husband or wife, as the case may be, provided such common-law relationship is verified by the Employee in writing, and when there is both a legal and common-law Spouse in existence, the legal Spouse will be considered the Employee's Dependent unless the Employee designates in a form acceptable to the Company that the common-law Spouse is to be the Dependent.

1.02 EFFECTIVE DATE AND ELIGIBILITY

A) The effective date of this coverage is April 23, 1983, for all Employees and their Dependents provided the Employee is actively at work on that date, or in receipt of benefits on that date from the Long Term Disability Benefit Plan.

B) When an Employee, other than an Employee provided with coverage under Section 1.02 (a) above, is not actively at work on the effective date of this Agreement, then s/he and his/her Dependents become covered under this Agreement on the first day of his/her return to active employment.

C) When an Employee, other than an Employee provided with coverage under Section 1.02 (a) above, is not actively at work on the effective date of this Agreement, then s/he and his/her Dependents will continue to be insured and entitled to the benefits according to the provisions of the Plan in effect at the date his/her absence commenced.

1.03 TERMINATION

A) Employee insurance terminates at:

- a) the date employment terminates in the case of voluntary termination or dismissal.
- b) the date an Employee retires under the provisions of a Company Pension Plan.
- c) i) the end of the month following the month in which an Employee with less than one year of pensionable service was laid off, or the end of the third month following the month in which an employee, with one or more years of pensionable service, was laid off, except that the continuation of coverage provided above shall cease:
 - 1) upon the date a laid off person become employed,
 - 2) upon a laid off person declining recall to employment extended to him/her by the Company or failing to report for work on notice of recall.
- d) i) the date an Employee completes 52 consecutive weeks of absence from work on an authorized leave of absence
- ii) the date an employee, other than an Employee referred to in section 1.02 (a) or (b) above, when absent from work due to a disability verified to the satisfaction of the Company, including a disability accepted as such by the Worker's Compensation Board, reaches the maximum period of coverage allowable under the following schedule:

Employee's Pensionable
Service at Date
Disability Commenced

Maximum Period
of Coverage

Less than 1 year 52 weeks, or until retirement, or the end of the month in
which the Employee attains age 65, or death, whichever occurs first.

1 year, but less 78 weeks, or until retirement or the end of the month in which
than 5 years the Employee attains age 65, or death, whichever occurs first.

5 years, but less 104 weeks, or until retirement or the end of the month in
than 10 years which the Employee attains age 65, or death, whichever
occurs first.

10 or more years until retirement, or the end of the month in which the
Employee attains age 65, or death, whichever occurs first.

Any such insurance terminated under (c) or (d) shall be reinstated automatically on the date of return to active employment with the Company.

B. Dependent insurance terminates:

- a) when the Employee's insurance terminates, or in the case of death of the Employee, coverage will continue for 12 months following date of death.
- b) when a child ceases to be a Dependent.
- c) when in the case of a Spouse, a separation occurs, as determined by the Company.

1.04 GENERAL PROVISIONS

Payment will be made in accordance with the provisions of the Plan provided it is determined in every instance that the expense is not in respect of services and supplies for:

- a) disabilities directly or indirectly or partially due to a criminal act or to the consequences and complications arising directly or indirectly therefrom when committed by the individual or,
- b) deliberate self-inflicted injury, or
- c) disabilities caused by, contributed to, or resulting from war, declared or otherwise, or any incident pertaining thereto, or engaging in a riot, or
- d) a Dependent during a period of hospital confinement which began prior to the date the Employee became insured, or
- e) which there would be no cost to the Employee except for the existence of insurance against such costs, or
- f) conditions not detrimental to bodily or mental health, or
- g) disabilities for which the Employee or Dependent is entitled to compensation or care or treatment in respect thereof under any Worker's Compensation Act, or employer's liability insurance or under any legislation relating to compensation for disabilities arising in the course of employment as applicable to persons who have served in the armed forces, or to classes of persons given similar protection, or
- h) which any amount is payable by any government health or hospital plan in which the Employee or Dependent is required to participate, except where otherwise specifically provided, or
- i) the Employee or Dependent while a patient under the care of a sanitarium or hospital for tuberculosis, mental illness or disease, alcoholism or drug addiction, or while s/he should properly be such a patient.

1.05 DUPLICATION OF PAYMENTS

Benefits payable under the Plan will be reduced, and benefits paid under the Plan may be recovered, by the

amount of reimbursement from any source other than under this Agreement.

1.06 GRIEVANCE AND ARBITRATION

In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union, the Company, upon 7 calendar days' notice in writing to the Union may, in respect of Employees engaged therein suspend in whole or in part the provisions of this Agreement and, likewise, the benefits provided hereunder for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice, it shall automatically be deemed to be void.

Any coverage provided herein which has been terminated as above, shall be reinstated on the date the Employees return to work. It is agreed that no matter respecting the Extended Health Care Plan of this Agreement, nor any difference arising thereunder, shall be subject to grievance or arbitration.

1.07 PERIOD REVIEW

In the event questions arise which the Union wishes to discuss regarding problems arising from the administration of the benefits provided under this Agreement, the Company will meet with not more than four representatives of the Union. The Union agrees that at such meeting, it will not seek, directly or indirectly, to abridge, modify, add to, or subtract from, the terms of this Agreement, nor to secure benefits not payable under the terms of this Agreement.

The Company shall not be responsible for any payment for time lost by the above-mentioned representatives of the Union. Meetings between the Company and the Union will not be arranged more frequently than twice per annum, and at the request of the Company, the Union will submit a written agenda at least ten days in advance of any meeting.

SECTION 2

2.01 PREGNANCY EXPENSE BENEFITS

If a female Employee incurs Expense in respect to herself, or a male Employee incurs Expense in respect to his Spouse for Hospital accommodation prescribed by a Physician:

- a) after this insurance has been in force at least nine consecutive months under this and/or the former Plan after the date the Employee last became insured in respect of the person for whom the Expense is incurred, and
- b) not more than nine consecutive months after the date of termination of insurance in respect of such person, and,
- c) as a result of illness due to whole or in part to pregnancy the Insurer shall pay as a benefit the usual charge of the Hospital concerned for semi-private ward care over and above the standard ward coverage provided by any provincial hospitalization plan.

SECTION 3

3.01 EXTENDED MEDICAL CARE PLAN

A. The Company provides comprehensive medical coverage over and above that provided under the Basic Provincial Plan. The Plan pays 100% of the cost of Semi-private/private room and board accommodation and 85% of the cost of most reasonable health care expenses after an individual deductible of \$10.00 a year or a combined family deductible of \$20.00 a year. Covered expenses applied against the deductible in the last 3 months of a calendar year may be applied against the deductible amount in the following calendar year. The following expenses are considered as eligible expenses:

NO DEDUCTIBLE - 100% COVERED

B. Whenever you or an insured dependent enters the hospital and are charged for room and board, the medical care plan will pay the full difference - up to Semi-Private room and board accommodation or Private room and board accommodation, when medically necessary. (100% Company paid.)

Glasses/contacts - \$60.00 per person once every two years.

Effective: April 23, 1984

Semi-private room and board accommodation if confined to sanitarium or convalescent nursing home.

DEDUCTIBLE - 85% COVERED

NURSING CARE & PHYSIOTHERAPY

Prescribed private duty nursing care or physiotherapy (if medically required, provided the registered graduate nurse or physiotherapist is not a member of your own family or resident of your home).

MEDICAL SERVICES AND SUPPLIES

Rental or purchase of Braces, Crutches, Wheelchair, Splints, Trusses, Hospital-bed, Elastic Stockings, Iron Lung, Ankle Supports, casts, Orthopedic Shoes, Colostomy Appliances and Accessories, or other durable equipment for therapeutic use approved by the Insurance Company. Purchase of Artificial Limbs, Eyes, and other approved prosthetic devices.

Charges for Oxygen and Blood including administration thereof.

Charges for diagnostic laboratory services and radiological treatments, including X-rays and radium therapy.

Hearing aids and repairs up to \$350.00 per person once every two years.

Effective May 29, 1989 - "Blood Glucose Monitoring Machine and Testing Devices".

Effective April 23, 2001 – Prostatic Specific Antigen (PSA) and Carcinoembryonic Anti Test (CA 125) diagnostic blood tests ordered by a Physician.

OUT-PATIENT HOSPITAL SERVICES

Charges for Hospital services and supplies while not confined in a hospital.

AMBULANCE

Necessary ambulance services if not already covered under your Provincial Plan, including air ambulance.

ACCIDENTAL DENTAL

Treatment required as the result of accidental injury to natural teeth.

Expenses must be incurred within one year of the accident.

SPEECH THERAPY

Charges for the services of a qualified speech therapist subject to a maximum of \$500.00 in a calendar year for each insured person, only after the yearly maximum Provincial Insurance portion has been exhausted.

PSYCHOLOGY

Charges for the services of a registered psychologist subject to a maximum of \$500.00 for each insured person in any calendar year, only after the yearly maximum Provincial Insurance portion has been exhausted.

ACUPUNCTURISTS

Charges for the services of a qualified acupuncturist subject to a maximum of \$500.00 in a calendar year for each insured person, only after the yearly maximum Provincial Insurance portion has been exhausted.

CHIROPRACTORS, OSTEOPATHS, NATUROPATHS, PODIATRISTS, PSYCHOTHERAPIST AND MASSEURS

Services of the above licensed specialists up to the reasonable and customary charges per visit but not to exceed 30 visits per calendar year, only after the yearly maximum Provincial Insurance portion has been exhausted.

OUT OF PROVINCE TREATMENTS

Physician services and medical expenses required while outside your Province or Country of residence in excess of the charges reimbursed by the Provincial Hospital Medical Plan, where permitted by Provincial legislation.

C. LIMITATIONS

- * Expenses incurred over and above those payable by a Government Plan or any other medical expense Plan, except as specified and approved in the plan.
- * Expenses that are not recommended and approved by the attending physician or expenses that are unreasonable.

C. LIMITATIONS

- Expenses incurred over and above those payable by a Government Plan or any other medical expense Plan, except as specified and approved in the Plan.
- * Expenses that are not recommended and approved by the attending physician or expenses that are unreasonable.
- * Routine health check-ups, and pregnancy tests.
- * Expenses related to dentistry or cosmetic surgery, except as required to repair damage caused by an accident.
- * Accommodation in a home for the aged or clinic.
- * Expenses disallowed by Provincial legislation.
- * Expenses connected with any sickness or injury that is caused by war, riot, or armed conflict or self-inflicted injury.

D. DRUG CARE PLAN

Your Company Drug Plan provides benefits for prescription drug expenses incurred by you and your eligible family members. The Plan will pay:

100% OF ALL ELIGIBLE EXPENSES

.... including all drugs, serums, injections, insulin and diabetic supplies that are only available on prescription and prescribed by a qualified medical doctor for illness or disease. You must pay a deductible:

THE FIRST \$3.00*

* The deductible remains at \$3.00 per prescription. for each prescription drug purchased. The Plan will then pay the balance of the cost on your behalf.

CO-ORDINATION OF BENEFITS - EFFECTIVE OCTOBER 1, 1995

Co-ordination of benefits operates when you and your spouse are covered under more than one Drug Benefit Plan. In such case, claims are processed as shown below:

1. Camco member submits his/her claim to the Camco plan first.
2. Camco member's spouse submits his/her claim to their plan, not to the Camco plan.
3. Dependent children claims are submitted to the plan of the parent who has the earliest birth date in the calendar year.

Any remaining amount of claim not paid under the above process can then be submitted to the other spouse/parent's plan. The total payment from all plans will not exceed 100% of the claimed expense.

Part of this process will also include a change in the drug card showing names in one of the following formats:

1. "Members Only" - this will appear on the card if the employee is single or if the spouse's birth date is first in the calendar year. Therefore, the spouse's plan is responsible for both the spouse and dependent children.

2. Employee's name plus those of the Dependent Children - This will appear if the spouse has a plan but the employee's birth date is first in the calendar year. Therefore, the plan is initially responsible for the employee's and the dependent children.
3. Employee's name, Spouse name and those of Dependent Children - this will appear where the spouse is not covered under another plan.

Data to produce these new cards will require employees completing an enrollment form.

E. The Prescription "Drug Plan" (Plan 804) covers generic medicines prescribed by a physician and required to be dispensed by a Pharmacist (not off the shelf items) and that have a designated Government Drug Identification Number (D.I.N.). Brand name drugs are only covered under this Plan when the physician stipulates on the prescription form "no substitution". Notwithstanding that the Government may delete certain D.I.N.'s, which would remove a drug from coverage, the Company will continue to cover under the Drug Plan only for the duration of the 2001/2004 Agreement payment for drugs that were on the D.I.N. at the date of ratification. Payments for such deleted D.I.N.'s will not be through the Drug Card. Employees will pay for the drug and then submit a claim for payment.

3.02 EXTENSION OF BENEFITS

For any Employee or Dependent who, on the date his/her insurance terminates, is disabled and unable to work because of an illness or injury for which s/he has incurred an Expense before his/her insurance terminates, benefits will be paid in accordance with the provisions under Section 3.01 hereof for that sickness or injury during the continuance of such disability as if his/her insurance had remained in force, but not longer than the end of the calendar year following the calendar year in which his/her insurance terminates.

The Agreement shall remain in effect until 22nd day of April 2004.

SIGNED by the parties hereto on the day of

CAMCO INC

CAW-CANADA
On Behalf of Local 504

CAW-CANADA

SECTION V
DENTAL PLAN

DEFINITIONS - In this plan unless otherwise specifically provided.

1. "Employer" means Camco Inc.
"Employee" means an employee in the service of the Employer.
2. "Service" means employment with the Employer on an active, permanent, full time and full pay basis, but does not mean;
 - a) employment on a temporary, seasonal or part-time basis, or
 - b) employment where the employee works less than 30 hours per week with the Employer, or
 - c) employment at a location other than the Employer's usual and customary place of business unless it is a location to which the Employer's business requires the employee to travel.
3. "Work" means active and full-time work in the service of the Employer.
4. "Dependent" means:

- a) the employee's spouse, where spouse means the person:
 - i) who is lawfully married to the employee or
 - ii) whose relationship to the employee is common-law spouse, and who is named as "spouse" in the employee's application for coverage
 - iii) spouse may be of the same sex.

The term "common-law spouse" means a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two persons cohabit as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

- b) any unmarried child of the employee and/or the employee's spouse, including any step-child, adopted child or foster child, and any natural child of an unmarried minor female dependent of an employee:
 - i) under 23 years of age, or
 - ii) 23 years of age or over who is a registered student in full-time attendance at a university or similar institution of learning, who is chiefly dependent upon the employee for support and maintenance, and for who the employee is entitled to an exemption for income tax purposes, or
 - iii) 23 years of age or over who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and
 - a) who was insured under this Plan on the day immediately preceding his/her 23rd birthday, and
 - b) who is chiefly dependent upon the employee for support and maintenance; but excludes the following:
 - c) any person who is not a resident within the United States of America or Canada.
- 5 "Physician" means only a duly qualified physician who is legally licensed to practice medicine.
 6. "Surgeon" means only a duly qualified surgeon who is legally licensed to practice medicine.
 7. "Dentist" and "Oral Surgeon" means any person duly qualified and legally licensed to practice dentistry, provided that such person renders a service within the scope of his/her license.
 8. "Dental Assistant" means a person duly qualified to perform the service rendered, and shall include a dental hygienist and any other similarly qualified person.
 9. "Dental Mechanic" means a person
 - a) who is duly qualified to perform the service rendered, and shall include a dental therapist, denturist, denturologist and any other similarly qualified person, and
 - b) who practices in a province or state in which s/he is legally permitted to deal directly with the public.
 - 10, "Treatment Plan" means a written report, in a form supplied or approved by the Company, prepared by the attending practitioner as the result of his/her examination of the patient, and providing the following:

- a) the recommended treatment for the complete correction of any dental disease, defects or accidental dental injury, and
- b) the period during which such recommended treatment is to be rendered, and
- c) the estimated cost of the recommended treatment and necessary appliances.

11. "Reasonable and Customary Charges" means charges for services and supplies of the level usually furnished for cases of the nature and severity of the case being treated and which are in accordance with representative fees and prices in the area, but in no event more than the maximum amount listed for such services and supplies in the Dental Fee Guide shown in the section entitled Table of Benefits.

12. "Covered Expenses" means, where permitted by law and to the extent that such services and supplies or portion thereof are not covered by the Medical Care Insurance Plan or any government dental plan or any other government health plan of the employee's home province, reasonable and customary charges for the types of dental treatment (Routine and Major) further described herein and necessarily rendered:

- a) for the prevention of dental disease or defect, or
- b) for the correction of dental disease or defect or accidental dental injury.

MISCELLANEOUS PROVISIONS

In this policy:

- a) insurance months and insurance years shall be computed from the effective date of this policy;
- b) the Group Policyholder is deemed to be the representative of the Employer and is deemed to be entitled to act on behalf of the Employer, and without limiting the generality of the foregoing any act (including non-compliance or failure to act) by the Group Policyholder is binding upon the employer and the notice by the Company to the Group Policy Holder is deemed to be notice to the Employer;
- c) any application, notice, report, proof or request to be made or given to or filed with the Company must be in writing and must be so made or given to or filed with the Company at its Head Office;

GENERAL LIMITATIONS

The following General Limitations are applicable to all Benefit Provisions other than the Weekly Indemnity Benefit Provision and the Accidental Death, Dismemberment and Loss of Sight Benefit Provision.

Under this policy, there is no insurance against the cost of and no Benefits shall be payable for:

- i) services received in a hospital owned or operated by the Government of Canada or the Government of the United States, unless the employee or dependent is required to pay for such services, or
- ii) services provided by any provincial government hospitalization or health plan in which the employee or dependent is eligible to participate, or
- iii) services rendered to the employee or the dependent to which such person is entitled without charge pursuant to any law, or for which there is no cost to the employee or dependent except for the existence of insurance against such cost.

EMPLOYEES ELIGIBLE FOR INSURANCE

1. Eligibility for Dental Plan Benefit will be effective on the first day following the date on which the employee accumulates 6 months of seniority, with the exception that, should an employee reach 6 months of seniority while absent from work for any reason, the Dental Plan Benefit will only become effective upon the employee's return to work.

2. An employee previously insured under this policy whose insurance was terminated during leave of absence or temporary lay-off is again eligible for insurance on the date of his/her re-employment if s/he returns to work during the period s/he is on the recall list, s/he would become eligible under paragraph (1) if her/his service had commenced on the date of re-employment.

3. No employee in any of the following classifications is eligible:

- a) any employee whose "service" does not fall within the limited meaning of the term in the DEFINITIONS provision.

b) any employee other than a Camco Inc. Hamilton Plant Hourly paid employee.

EFFECTIVE DATE OF AN ELIGIBLE EMPLOYEE'S INSURANCE

The insurance of an eligible employee becomes effective on the date s/he becomes eligible, at no cost to the employee. It is, however, specifically provided that the insurance of any employee who is not actively at work on the date his/her insurance would otherwise become effective shall not become effective until the date of his/her return to work.

TABLE OF BENEFITS

This Table of Benefits by itself has no full meaning and must only be interpreted in conjunction with other provisions of this policy.

The benefits for which an employee is insured shall be those shown in the following Table of Benefits for the Insurance Class in which the employee is insured:

TABLE OF BENEFITS

DENTAL CARE	INSURANCE FOR BENEFITS EMPLOYEES AND DEPENDENTS
-------------	--

Covered Expenses	Routine and Major Treatment
Routine Percentage	100%
Major Percentage	80%
Prosthodontic Percentage	50%

Maximum Amount per Calendar Year	\$1,500.00
-------------------------------------	------------

Effective April 23, 1998

Orthodontic Coverage	50%
----------------------	-----

Lifetime Maximum	\$1,500.00 per child
------------------	----------------------

Coverage will be provided to a dependent child who is at least 6 years but not more than 18 years of age when treatment commences.

DENTAL FEE GUIDE

Effective April 23, 2001, 2000 O.D.A. Fee Guide

Effective January 1, 2002, 2001 O.D.A. Fee Guide

Effective January 1, 2003, 2002 O.D.A. Fee Guide

TERMINATION OF AN EMPLOYEE'S INSURANCE

The insurance of an employee under this policy terminates automatically on the earliest of the following dates:

1. the date of termination of this policy.
2. the date of termination of "service" (as defined in the DEFINITIONS provisions) of the employee, provided that:
3. if s/he is absent from work by reason of injury or sickness, his/her insurance therefore shall be continued until the earlier of the following dates:

- i) the date on which s/he becomes engaged in any occupation or employment for remuneration or profit other than with the Employer;
 - ii) the date of termination of insurance determined by the Group Policyholder in accordance with a plan which precludes individual selection.
- b) if s/he is absent from work by reason of leave of absence or temporary lay-off, his/her insurance shall be continued until the earliest of the following dates:
- i) the date on which s/he becomes engaged in any occupation or employment for remuneration or profit other than with the Employer;
 - ii) the date of termination of insurance determined by the Group Policyholder in accordance with a plan which precludes individual selection.

DENTALCARE BENEFIT PROVISION

DENTALCARE BENEFIT - Subject to the other sections of this provision, if a covered employee incurs Covered Expenses in respect of him/herself or his/her dependent, the company will provide coverage:

- i) for all such expenses incurred for Routine Treatment, the Routine Percentage, and
 - ii) for all such expenses incurred for Major Treatment, the Major Percentage,
 - iii) for all such expenses incurred for Prosthodontic and Orthodontic treatment, the Percentage,
- stated in the section entitled Table of Benefits, but in no event shall the amount payable in a calendar year exceed the Maximum Amount stated in the section entitled Table of Benefits.

ROUTINE TREATMENT - rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Assistant under the direct supervision of a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic:

Procedure	Fee Guide Code No.
-----------	--------------------

Routine Treatments

DIAGNOSTIC SERVICES

Complete Oral Examination	01100
Complete Oral Examination (effective April 23, 1998 limit routine check up examinations to one examination per 9 month period for adults 23 or older as follows:	
-Complete oral examination	01101, 01102, 01103
Limited oral examination, previous patient	01202, 01293
Limited oral examination, new patient	01201
Miscellaneous comprehensive or general oral examination	
01301, 01401, 01501, 01601, 01701, 01801	
Intra-oral bitewing X-ray, 1 to 6 films	
02141, 02142, 02143, 02144, 02145, 02146	
Polishing	11107
Preventive recall package	11203, 11303, 11403, 11503
Fluoride Treatment, topical application	12101
Fluoride Treatment, self administered	12102)
Emergency Examinations	01300
Radiographs (x-ray)	02100 - 02600
Test and Laboratory Examinations	04100 - 04520
Case presentation (Treatment Planning and Consultation)	05100 - 05200

PREVENTIVE SERVICES

Dental Prophylaxis	11100 - 11300
--------------------	---------------

Prophylaxis - no scaling - permanent dentition	11301
Topical application of sodium fluoride, four treatments (subsequent to prophylaxis)	12100
Topical application of stannous fluoride, one treatment (subsequent to prophylaxis)	12200
Fluoride Treatment	12400 - 12500
Oral Hygiene Instructions (1 per patient)	13200 - 13210
Other Preventive Services	13300 - 13510
Space maintainers and appliance maintenance	15100 - 15500
(Space Maintainers) one additional clasp	15501
Two Additional Clasps	15502
Additional activating wire, soldering lingual arch	15510
Additional activating wire, acrylic space maintainer	15511
Space Maintainers - acid etched pontic	15600

ORTHODONTIC SERVICES

Appliances to Control Harmful Habits - Removable	82100 - 82102
Appliances to Control Harmful Habits - Fixed	82200 - 82202

MAJOR TREATMENT

Rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic.

Procedure	Fee Guide Code No.
-----------	--------------------

RESTORATIVE SERVICES

Amalgam Restorations	21101 - 21225
Retentive Pins	21301 - 21305
Retentive Pins Inlays and Crowns	25601 - 25605
Silicate Restorations	22101 - 22102
Acrylic or Composite Restorations	23101 - 23223
Metal Inlay Restorations	25100 - 25500
Porcelain Restorations	26100 - 27500
Crowns	27700 - 27810
Other Restorative Services	29100 - 29900

ENDODONTIC SERVICES

Pulp Capping	31100 - 31110
Pulpotomy	32201 - 32211
(Pulpotomy) primary - concurrent with restoration	32212
Root Canal Therapy	33100 - 33420
Primary tooth - one root/more than one root	33430 - 33431
Apexification	33501 - 33514
Periapical Services	34101 - 34212
(Periapical Service) - Retrofilling	

three roots	34213
Root Amputation	34401 - 34402
Other Endodontic Procedures	39100 - 39120
Hemisection	39210 - 39300
Bleaching	39400
Intentional Removal, apical Filling and Reimplantation	39501 - 39600
Endosseous Implants	39710 - 39720
Emergency Procedures	39901 - 39985

PERIODONTAL SERVICES

Non-surgical Services	41100 - 41300
Surgical Services	42001 - 42500
Adjunctive Periodontal Services	43200 - 43600
Periodontic maintenance adjustments and repair to periodontal appliances per unit of time	43601
(Periodontal) Reline special periodontal appliances (including occlusal guards)-(direct)	43610
Reline special periodontal appliances (including occlusal guards) - (processed)	43620

PROSTHODONTIC SERVICES

(Partial Dentures) - Maxillary, without clasps acrylic base	52100
Mandibular, without clasps, acrylic base	52110
Denture Adjustments	54250 - 54302
Denture Repairs	55101 - 55700
Denture Duplication, Rebasing, Relining	56100 - 56273

SURGICAL SERVICES

Removal of Erupted Tooth	71101 - 71111
Surgical Removals	72100 - 72240
Removal of Residual Roots	72310 - 72450
Alveoplasty (bone remodeling of ridge with soft tissue revision)	73000 - 73026
Alveoloplasty	73100 - 73110
Alveoplasty not in conjunction with extractions arch	73111
Excision of pericoronal gingiva for retained teeth	73112
Gingivaplasty and/or stomatoplasty - simple - independent procedure	73118
Gingivoplasty and/or Stomatoplasty	73119 - 73120
Osteoplasty	73133 - 73141
Surgical Excision	74108 - 74409
Surgical Incision	75100 - 75110
(Surgical) Removal of foreign body, skin or subcutaneous areolar tissue	75300
(Surgical) Removal of reaction - producing foreign bodies, musculoskeletal system	75400
Frenectomy	77800 - 78110
Miscellaneous	79104 - 79604

ANESTHESIA

General anesthesia - first unit of time	92201
General anesthesia - each additional unit of time	92202
Provision for facilities and drugs for general anesthesia (only in conjunction with a separate anesthetist) per unit of time	92215
Neuroleptanalgesia - first unit of time	92251
Each additional unit of time	92252

PROSTHODONTICS - REMOVABLE

Complete Dentures	51100 - 51620
Removable Partial Dentures	52120 - 52535 52800

PROSTHODONTICS - FIXED

Pontics	62100 - 65400
Metal Onlay - Acid etch bonded per abutment tooth - pontic extra	65500
Retainers - Crowns	67100 - 67410
(Prosthetic Services) splinting	69600
Splinting for extensive or complicated restorative dentistry	69610
Splinting	69620
Retentive Pins in Abutments	69701 - 69705

PROSTHODONTIC COVERAGE

1. Provisions of an initial appliance (e.g. fixed bridge restorations, removal partial or complete dentures).
2. Replacement of an existing prosthodontic appliance provided:
 - a) it replaces an appliance which is at least 5 years old and cannot be made serviceable
 - b) it replaces a temporary appliance which is less than 12 months old. A temporary appliance more than 12 months old would be considered as a "permanent appliance" and subject to the 5 year rule
 - c) it is required because of the installation of an initial opposing appliance while insured under the Plan
 - d) it is required because of the extraction of additional teeth while insured under the Plan and the existing appliance cannot be made serviceable
 - e) the first set of dentures will be covered regardless of whether that set is an initial appliance or a replacement appliance.

ORTHODONTIC COVERAGE

Effective May 29, 1989 - the following Orthodontic coverage will be added to the Company Dental Plan provisions effective for treatments commencing from May 29, 1989.

Orthodontic coverage for reasonable and customary charges for treatment rendered by an orthodontist for the correction of malocclusions (abnormality in the coming together of teeth) of an employee's eligible dependent child including necessary orthodontic appliances. The employee's child must be at least 6 but not more than 18 years of age when treatment commences.

The following are Dental Association service codes covered for orthodontic treatment:

01900 - 01910	Orthodontic Oral Examination
02701 - 02705	Cephalometric Films
02750 - 02754	Tracing and Interpretation of Cephalometric Films

02930	Hand and Wrist X-rays
04530	Diagnostic Casts Orthodontic
04560	Pantographic Records
04600 - 04604	Diagnostic Photographs
80600 - 80622	Observation and Adjustment
80630	Repairs
80640	Alterations
80650	Recementation
80700	Separation - Except where included in the Fabrication of an Appliance
81000 - 81140	Achieve Appliances for Tooth Guidance or Uncomplicated Tooth Movement - Removable
81200 - 81291	Achieve Appliances for Tooth Guidance, or Uncomplicated Tooth Movement - Fixed
83000 - 83200	Retention Appliances - Orthodontic Retaining Appliances
84000 - 84400	Comprehensive Orthodontic Treatment - Permanent Dentition - Fixed Appliance
85000 - 85300	Comprehensive Orthodontic Treatment - Mixed Dentition - Fixed Appliance
87000 - 87300	Comprehensive Orthodontic Treatment - Permanent Dentition - Removable Appliance
88000 - 88300	Comprehensive Orthodontic Treatment - Mixed Dentition - Removable Appliance
89500 - 89580	Neonatal Dentofacial Orthopedics

Payment for the foregoing service codes will be subject to a separate lifetime maximum of \$1,500 for each eligible dependent child, 50% Co-insurance basis and the requirement of submitting a treatment estimate prior to treatment starting.

The following special payment conditions will apply to orthodontic treatment:

The Covered Dental Expenses for Orthodontic Treatment are considered to be incurred on a monthly basis, commencing with the date on which treatment is first rendered, and subsequently thereafter on the monthly anniversary of that date, during the continuance of the treatment period until the maximum benefit is reached. Benefits for the treatments will be paid quarterly.

The conjunction with the adding of Orthodontic treatment coverage, habit breaking appliances will be added to the current routine basic dental expense coverage (100%) by adding the following procedure codes:

82100 - 82102	Appliances to Control Harmful Habits - Removable
82200 - 82202	Appliances to Control Harmful Habits - Fixed

Payments for these treatments will be part of the \$1,500 annual maximum. These appliances are often successful in preventing more future costly long term orthodontic treatment.

NOTE: Benefits for Orthodontic Treatment will be paid on a quarterly basis with the amount of each quarterly installment equal to 3 times the average monthly benefit.

Treatment Plan - An employee is required to submit a Treatment Plan to the Great-West Life prior to the commencement of treatment for any course of Orthodontic Treatment.

If Great-West Life has started paying benefits for Orthodontic Treatment when the insurance terminates,

benefits will continue to be paid for three months after the termination date. These payments, however, will be limited to expenses which would have been paid had the insurance remained in force during that period.

DENTALCARE EXPENSE BENEFITS FOR EMPLOYEES AND DEPENDENTS

COVERED EXPENSE LIMITATIONS - Expenses incurred for the following shall in no event be Covered Expenses:

1. Services and supplies, or portion thereof, which are covered by a government health plan or any other government plan.
2. Services and supplies for which a government or government agency prohibits the payment of benefits.
3. Services and supplies provided by a dental or medical department maintained by the Employer, a mutual benefit association, labour union, trustee or similar type of group.
4. Services and supplies required as the result of any intentionally self-inflicted injury, or as the direct result of war (declared or undeclared) or of engaging in a riot or insurrection.
5. Services and supplies rendered for dietary planning for the control of dental caries, for plaque control, or for oral hygiene instructions.
6. Services and supplies rendered principally for cosmetic purposes including, but not limited to, facings on crowns or pontics posterior to the second bicuspsids.
7. Services and supplies rendered for a full mouth reconstruction, for vertical dimension correction, or for correction of a temporal mandibular joint dysfunction.
8. Dental treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature.
9. Dentures which have been lost, mislaid or stolen.
10. Broken appointments or the completion of claim forms required by the Company.
11. Dental treatment that is not "treatment necessarily rendered". It is provided, however, that the Employer shall consider as Covered Expenses (subject to the definitions of "Reasonable and Customary Charges") that portion of the expense that would have been incurred for an alternate form of treatment that would qualify as "treatment necessarily rendered".
12. Services and supplies referred to in General Limitations (ii) contained in the section entitled GENERAL LIMITATIONS.
13. Expenses incurred for any treatment Routine Treatment and/or Major Treatment rendered to an employee or dependent after the date of termination of such employee's coverage under this plan.

TREATMENT PLAN PROVISION (PREDETERMINATION PROCEDURE)

It is provided that any expenses for a course of Routine Treatment and/or Major Treatment for which the estimated cost is \$300 or more will require prior approval before commencing the course of treatment.

It is further provided that:

- a) the expenses indicated in the Treatment Plan shall not be considered Covered Expenses, and
- b) a new Treatment Plan must be submitted to the Employer, if treatment does not commence within 90 days of the date the Treatment Plan was submitted.

Upon receipt of a Treatment Plan, the Employer shall advise the employee of the amounts payable on the basis of the Treatment Plan estimate at the time of benefit determination.

ORTHODONTIC TREATMENT

Covered expenses also include reasonable and customary charges for treatment rendered by an orthodontist for the correction of malocclusions of a dependent child who is at least 6 but not more than 18 years of age

when treatment commences. The provision of necessary orthodontic appliances is also covered.

SPECIAL CONDITIONS APPLICABLE TO ORTHODONTIC TREATMENT

The Covered Dental Expenses for Orthodontic Treatment are considered to be incurred on a monthly basis, commencing with the date on which treatment is first rendered, and subsequently thereafter on the monthly anniversary of that date, during the continuance of the treatment period.

MISCELLANEOUS PROVISIONS

1. A Covered Expense is deemed to have been incurred on the date the service was rendered or the supply was purchased.
2. Covered Expenses shall be subject to co-ordination of benefits as defined elsewhere in this Plan except as provided in COVERED EXPENSE LIMITATION No. 13.

3. GRIEVANCE AND ARBITRATION

In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union, the Company, upon 7 calendar days' notice in writing to the Union may, in respect of Employees engaged therein suspend in whole or in part the provisions of this Agreement and, likewise, the benefits provided hereunder for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice, it shall automatically be deemed to be void.

Any coverage provided herein which has been terminated as above, shall be reinstated on the date the Employee returns to work.

It is agreed that no matter respecting the Extended Health Care Plan of this Agreement, nor any difference arising thereunder, shall be subject to grievance or arbitration.

The Agreement shall remain in effect until 22nd day of April 2004.

SIGNED by the parties hereto on the day of

CAMCO INC

CAW-CANADA
On Behalf of Local 504

CAW-CANADA

INCOME EXTENSION AID AGREEMENT

Between

CAMCO INC.

And

CAW-CANADA

AND ITS LOCAL 504

2001-2004

STATEMENT OF PARTIES

Agreement between Camco Inc (hereinafter called "the Company") and the CAW-Canada and its Local 504.

TITLE I

SECTION 1

- (1) The words "the Union" as used in this Agreement mean the National Aerospace, Transport and General Workers Union of Canada and its Local 504.

(2)

The words "Collective Bargaining Agreement" mean the Collective Bargaining Agreement that is current and subsisting between the Union and the Company at any given date during the term of this Agreement.

(3)

The word "employees" as used in this Agreement means, unless otherwise indicated, all employees of Camco Inc within the above bargaining unit for which the Union is, during the term of this Agreement, the sole collective bargaining agent.

(4)

The word "Plan" as used in this Agreement means the Camco Inc Income Extension Aid Plan contained in Title II below.

SECTION 2

- (1) Subject to the provisions of Sections 8 and 9 of Title I hereof, the Company and the Union agree that there shall be made available to the employees an Income Extension Aid Plan as contained in this Agreement.
- (2) The provisions of the Income Extension Aid Plan will be effective commencing the date of ratification of the 2001-2004 Collective Bargaining Agreement.

SECTION 3

The Company and the Union agree to accept the Plan and agree to the terms and conditions thereof.

SECTION 4

The Union agrees that, during the term of this Agreement, neither it nor its representatives

will cause or sanction a slowdown, strike, or other stoppage of or interference with work arising out of or conducted in connection with any effort to induce modifications of or amendments or additions to the benefits provided for by this Agreement, or the terms or conditions under which such benefits are provided, except as part of any strike action taken in conformity with the applicable legislation governing such matters and arising out of negotiations for the renewal or amendment of a Collective Bargaining Agreement commenced in accordance with the terms of the then existing Collective Bargaining Agreement between the parties and the terms of this Agreement governing its renegotiation, and in any event only in connection with any such negotiations conducted in accordance therewith during 2001 or later.

SECTION 5

- (1) If an employee has a complaint concerning his/her rights under the Plan s/he may state it in writing and submit it to his/her Supervisor or s/he may refer it in writing directly to the Industrial Relations Department as defined in the Collective Bargaining Agreement. Any such action will be taken up as promptly as possible following the occurrence concerning which the complaint is made.
- (2) If the claim is taken up as above with the Supervisor, the employee may do it personally, with or without his/her Steward, or s/he may request the Steward to do it for him/her. If the Steward presents the claim, the employee may be present when the matter is discussed by the Steward and the Supervisor if the Steward or Supervisor so requests. The Supervisor shall give a reply in writing within three working days after the complaint has been presented to him/her.
- (3) If the Supervisor's reply fails to settle the complaint, the Union Committee may within eight (8) working days of receipt of the Supervisor's reply, refer it as a complaint to the Industrial Relations Department. The Union Committee will give the Industrial Relations Department at least four (4) working days' notice in writing of any complaint unsettled by the Supervisor or referred directly to the Industrial Relations Department to be discussed. The Industrial Relations Department will meet once a week with the Union Committee, composed of not more than three (3) employees of the Plant, to discuss such complaint, if any, on which notice has been given as provided in this paragraph. The Industrial Relations Department will give an answer in writing within four (4) working days after the meeting has been held, or within such longer period which may be mutually agreed upon. At this stage a full time representative of the Union may be present when the complaint is discussed if his/her presence is requested by either the Company or the Union.
- (4) If the decision of the Industrial Relations Department is not satisfactory, the Union

Committee may within eight (8) working days of receipt of the reply, refer the complaint to the Manager Human Resource or such other person as s/he may designate. The Manager Human Resource or his/her designate will meet with the Union Committee, composed of not more than three (3) employees of the particular bargaining unit within eight (8) working days of receipt of the complaint and an answer in writing will be given within eight (8) working days after the meeting or such longer period as may be mutually agreed upon. At this stage a full time representative of the Union may be present when the complaint is discussed if his/her presence is requested by either the Company or the Union. The reply of the Manager Human Resource or of his/her designate will be final and binding.

- (5) No matter, claim, complaint or controversy concerning the provisions of this Agreement or the Plan or the interpretation or application of any of them shall be subject to any grievance or arbitration procedure by virtue of this or any other Agreement between the parties or otherwise.

SECTION 6

The Company shall have the sole responsibility for the administration of the Plan.

SECTION 7

Subject to Sections 2 (2), 8 and 9 of Title I, and notwithstanding any provision in the Plan to the contrary, the Plan, to the extent applicable to employees, shall not be further amended or terminated as long as this Agreement remains in effect.

SECTION 8

The establishment and continuation of the Income Extension Aid Plan as provided herein are contingent upon and subject to the Company obtaining and retaining such required approvals of governmental departments as will make all contributions to the Income Extension Aid Plan exempt from taxation under the Income Tax Act.

It is hereby agreed that the Company may make, retroactively if it so elects, any modification or amendment of the Income Extension Aid Plan which may be necessary or appropriate in order to qualify or maintain such Plan as meeting the requirements set out in the first paragraph of this Section. The Union agrees to negotiate corresponding changes in the Plan. If no agreement is reached, either party may terminate this Agreement to the extent applicable to the Plan.

SECTION 9

In the event that during the term of this Agreement a Federal and/or Provincial law or laws shall come into effect or such present law or laws shall be modified and provide to

employees unemployment benefits other than now provided under the Unemployment Insurance Act then the Company may make appropriate changes in the Income Extension Aid Plan. The Union agrees to negotiate corresponding changes in the Plan. If no agreement is reached either party may terminate this Agreement to the extent applicable to the Plan.

TITLE II

INCOME EXTENSION AID PLAN

1. GENERAL

An employee in the following bargaining unit with two or more years of service credits* at the time of layoff or termination due to a plant closing hereinafter referred to as an "eligible employee" will, subject to the provisions hereinafter set forth, have available an Income Extension Aid Plan for use in the event either of layoff due to reduction of forces or of termination of employment with the Company due to plant closing.

The bargaining unit covered by the Income Extension Aid Plan is the CAW-Canada, Local 504.

Workers Union of Canada Local 512.

2. COMPUTATION OF INCOME EXTENSION AID

- (1) The Income Extension Aid shall be computed on the basis of one week's pay for each of an eligible employee's full years of service credits* plus 1/12 of a week's pay for each additional month of service credits at the time of such layoff.

For termination of employment due to a plant closing, the Income Extension Aid shall be computed for each of an eligible employee's full years of service credits and a partial year of service at the time of termination due to a plant closing in the following manner:

a)

one and one half weeks' pay for each full year of service credits plus 3/8 of a week's pay for each additional three months of service for all service up to and including 20 years.

b)

two weeks' pay for each full year of service credits plus 1/2 of a week's pay for each additional three months of service for service in excess of 20 years.

A "week's pay" for an eligible employee shall be calculated by multiplying his/her then current hourly rate by the number of hours in the employee's regular weekly schedule up to a maximum of forty hours.

- (2) If the full amount of Income Extension Aid available to an eligible employee as computed in Section 2 (1) has been reduced by payment under any of the options of the Plan then, upon his/her return to work following the layoff due to lack of work during which s/he received payment(s) under the Plan, the amount available to him/her shall be increased at the rate of 4 week's pay per year (1 week per calendar quarter) of service credits earned* following his/her return from such layoff, until the total amount available equals one week's pay times the sum of (i) his/her service credits prior to such layoff and (ii) his/her service credits credited to him/her following his/her return from such layoff.

If the amount of Income Extension Aid available to him/her computed on the above basis has not reached the full amount by the time the employee has accumulated 104 weeks of earned service credits following his/her return to work after the said layoff then, upon his/her having so accumulated 104 weeks of earned service credits the amount available to him/her will thereupon automatically become the full amount calculated in accordance with the provisions of Section 2(1).

Each layoff of an employee involving the payment to him/her of Income Extension Aid benefits will be treated separately in the same manner. After the full amount available to an employee has been thus brought up to the amount provided for in Section 2(1), then the amount available to him/her thereafter will be computed at the normal rate specified in Section 2(1).

This subsection (2) shall not apply where payments have been made under Section 3(1) (d), or under Plant Closing Section 4 where the employee is rehired within six months of termination under Section 4, except that when an employee has repaid benefits paid under Section 3(1) (d) or Section 4, as provided for in Section 6, this Subsection (2) shall apply when s/he returns to work with respect to a subsequent layoff due to lack of work.

*

The Company's rules to be used in determining an employee's service credits

in the administration of the Income Extension Aid Plan will be consistent with the collective bargaining agreement and the Company's seniority rules.

3. BENEFITS AVAILABLE AT LAYOFF DUE TO LACK OF WORK

- (1) An eligible employee laid off due to lack of work for an indefinite period which is expected to be not less than thirty days, and who is on the recall list and not employed elsewhere by the Company may elect from the following:

(a)

He/she may enter upon a course of instruction at a recognized technical, vocational or professional school in which event, subject to the prospects of his/her being able to complete it, payments will be made to such school (so long as his/her service credits are maintained), upon written request therefor by the employee, to be applied to reasonable tuition charges and any other reasonable fees directly associated with the courses charged by the school and payable by him/her. Employees considering availing themselves of this option should ascertain ahead of committing themselves that their contemplated program will qualify for payment under this part of the Plan.

There shall be a separate independent amount available for payment only under this Subsection (1) (a) which amount shall be computed in the same manner described in Subsections (1) and (2) of Section 2 above. Payments made under this Subsection (1) (a) shall not reduce the amount of Income Extension Aid available for payments under other provisions of this Plan nor shall any amount available under this Subsection (1) (a) be available for payment under any other provision of this Plan.

(b)

If s/he remains on layoff from the Company due to lack of work and on the recall list after his/her entitlements to governmental unemployment insurance benefits, if any, have been exhausted, payments from the Income Extension Aid available to him/her will be made, if s/he wishes, providing s/he certifies that s/he is still unemployed and has exhausted his/her entitlement to any governmental unemployment insurance benefits.

Such payments shall be made weekly for as long as such unemployment continues, in amounts equal to sixty-six and two thirds of the employee's weekly pay as defined in Section 2 but not to exceed \$465.00 per week, until the full amount for which s/he qualifies, other than amounts available under Section 3 (1) (a), is paid.

(c)

However, if s/he remains on layoff from the Company due to lack of work and on the recall list then any balance of Income Extension Aid (not including any amounts provided for under Section 3 (1) (a)) available to him/her not theretofore paid will be paid in a lump sum to the employee upon his/her having been so laid off and on the recall list for one year.

(d)

As a special option, after s/he has been laid off from the Company due to lack of work and on the recall list three months, and less than twelve, s/he may choose to terminate his/her employment, service credits, recall rights and any benefits under the Insurance Plan and the Pension Plan except as noted below. S/he can then collect the total amount of the Income Extension Aid available to him/her, (other than amounts available under Section 3 (1) (a)), his/her contributions to the Pension Plan to the extent permitted by provincial laws and any vacation or other accumulated allowances due her/him. If s/he has rights under the vesting provision of the Pension Plan s/he may prefer not to withdraw his/her Pension contributions so as to protect his/her Pension rights thereunder.

(2) (a)

An eligible employee removed from his/her job classification due to lack of work who is permitted not to accept an available job or who declines an opportunity to displace onto a job under the collective bargaining agreement, where in such case the job opportunity is in a job classification the job rate of which is within 7% of the job rate of the job classification from which s/he is removed due to lack of work, and who is laid off, will not be considered laid off due to lack of work for the purposes of the Income Extension Aid Plan. What his/her recall rights will be thereupon will be governed by the collective bargaining agreement.

(b)

An individual laid off due to lack of work and on the recall list, and with Income Extension Aid entitlement, will cease to be considered laid off due to lack of work for the purposes of Income Extension Aid if notified in accordance with the collective bargaining agreement of the availability of a job opening, and if permitted not to accept it, in cases where the job opening is in a job classification with a job rate which is not lower than 7% below the job rate of the job classification s/he last carried before being laid off due to lack of work. What his/her recall rights, if any, will be thereupon will be governed by the collective bargaining agreement.

(c)

Notwithstanding anything to the contrary in any mutual document between the Company and the union certified to represent employees concerned, for the purposes of Income Extension Aid an employee will not be considered laid off due to lack of work if s/he is laid off because s/he is unable on medical grounds to fulfill the requirements of his/her job classification unless his/her disability is such that s/he could qualify for employment insurance * if s/he were otherwise eligible for such insurance.

However an employee will not be entitled to receive any payments under the Income Extension Aid Plan if s/he is in receipt of disability benefits under the Company's Long Term Disability Benefits Plan.

(3) An employee will not be entitled to receive any payments under the Income Extension Aid Plan after s/he has reached normal retirement age.

- (4) Income Extension Aid payments made under Subsections (1) (a), (b) and (c) above, shall not affect service credits previously accumulated and recall rights. It will not be necessary for an employee to repay any Income Extension Aid payable under said Subsections (1) (a), (b) and (c) above.

4. BENEFITS AVAILABLE WHEN SERVICE IS TERMINATED BY THE COMPANY
BECAUSE OF PLANT CLOSING:

Whenever the Company decides to close a plant, the Company will give notice of its decision to the union certified to represent the employees involved and to the employees concerned. Such notice will be a minimum of twelve (12) months in advance of the plant closing date.

* Excluding sickness payments under employment insurance.

The notice will include the date when termination of bargaining unit employees is expected to begin. Thereafter, as the Company, in the course of such plant closing, no longer has need for the work then being done by an employee, his/her employment by the Company and all his/her rights under any applicable income extension aid agreement and collective bargaining agreement may be terminated subject only to compliance with the provisions of this Section 4.

- (1) Each employee will be given notice of at least one week of the specific date of such termination.
- (2) An eligible employee whose employment with the Company is terminated by the Company because of plant closing shall be entitled to the Income Extension Aid (excluding amounts referred to under Section 3 (1) (a)) in a lump sum, for which s/he is eligible as described above. S/he will also receive any unpaid vacation based on the previous vacation year. In addition, s/he will be entitled to a vacation allowance based on his/her service credits in the current vacation year applied to the number of weeks of vacation corresponding to the years of service credits for which s/he might have qualified during the current vacation year.
- (3) An employee with two or more years of service credits who is terminated as a result of a plant closing may within one year following termination enter upon a course of instruction at a recognized technical, vocational or professional school in which event, subject to the prospects of his/her being able to complete it, payments

up to a maximum of \$5,000.00 will be made to the school, upon written request therefore by such former employee, to be applied to reasonable tuition charges and any other reasonable fees directly associated with the course charged by the school and payable by him/her. Such former employees considering use of this option should ascertain ahead of committing themselves that their contemplated program will qualify for payment under this part of the plan.

(4) All of the foregoing is subject to the conditions that the employee:

(a)

after the announcement of the plant closing, continues regularly at work for the Company until the specific date of his/her termination as notified to him/her by the Company, in accordance with (1) above, or

(b)

fails to continue regularly at work until the date of his/her termination due to verified personal illness or leave of absence, or

(c)

is on layoff due to lack of work at the time of the plant closing.

(5) Such employee may request that his/her date of such termination be advanced so that s/he can accept other employment and the local Management will give due regard to this request.

(6) An eligible employee who will become eligible for optional retirement under the Pension Plan within one year either (i) from the time his/her employment would have been terminated as a result of a plant closing or (ii) from the time of his/her layoff due to lack of work if this is prior to the date of plant closing, and who meets the conditions specified in (a), (b) and (c) of Subsection (4) above, may receive any Income Extension Aid to which s/he is entitled under Section 4 and later elect optional retirement when s/he reaches optional retirement age. His/her service would be protected until such age.

5. VESTED RIGHTS UNDER PENSION PLAN

The receipt of Income Extension Aid will not affect any vested rights the employee may have under the vesting provision of the Pension Plan unless s/he has withdrawn his/her contributions to the Pension Plan.

6. LUMP SUM PAYMENTS

(1) Lump Sum Payments made under Section 3 (1) (d):

Employment will be terminated and service credits previously accumulated will be lost upon receipt by the employee of an Income Extension Aid payment in lump sum under Section 3(1)(d). However, in the event of subsequent rehire as a "new" employee within three years (but not to exceed a period equal to prior service credits at the time of termination) of such termination, service credits previously lost will be restored provided repayment of the Income Extension Aid has been made by the employee within a reasonable time after rehire. The employee's seniority status will be governed by the provisions of any collective agreement applicable to such employee.

(2) Lump Sum Payments under Plant Closing Section 4:

The following will apply to an employee who lost service credits at termination upon receipt of Income Extension Aid payments under Plant Closing Section 4:

(a)

If such an employee is rehired as a "new" employee at another Camco location within six months of the date of such termination, the employee's service credits so lost will be restored provided repayment of the Income Extension Aid has been made by the employee within a reasonable time after rehire. The employee's seniority status will be governed by the provisions of any Collective Agreement applicable to such employee.

(b)

If such an employee is rehired as a "new" employee after six months but within three years from the date of such termination (but not to exceed a period equal to prior service credits at the time of termination) then service credits so lost will be restored automatically without repayment of Income Extension Aid. The employee's service credits status will be as in a) above.

(3) Service credits restored under the provision of Section 6 will not be applied in computing

any

subsequent payments under this Plan. Only service credits accumulated from the date of rehire will be used.

7. NON DUPLICATION

If any part of an employee's service credits is used as the basis for an actual payment under any of the options of the Income Extension Aid Plan, that part of his/her service credits may not be used again for such purpose, either during that period of layoff due to lack of work or

any subsequent period of such layoff or in connection with plant closing, unless repayment has been made as provided in Section 6 above. However Income Extension Aid benefit credits used up by an employee are replaceable in accordance with the provisions of Section 2 (2).

8. DEFINITIONS

Plant Closing - The terms "plant closing" and "to close a plant" mean the announcement and carrying out of a plan to terminate and discontinue all Company operations at the Hamilton Plant without any then existing plan to carry on at that location any new operations of the Company. Such terms do not refer to the termination and discontinuance of only part of the Company's operations nor to the termination or discontinuance of all of its former operations coupled with the announced intention to commence there either larger or smaller other operations, nor to the move of any of Hamilton plant or related operations to other company locations within the boundaries of the Regional Municipality of Hamilton-Wentworth. Any employees released by such latter changes will be considered as out due to lack of work and will be subject to the provisions applicable to those on layoff due to lack of work.

9. OTHER

The provisions of this Plan shall not be applicable where the Company decides to close a plant or lay off an employee because of the Company's inability to secure production, or carry on its operations, as a consequence of a strike, slowdown or other interference with or interruption of work participated in by employees in a Company plant. However, the operation of this Section shall not affect the rights or benefits already provided hereunder to an employee laid off due to lack of work prior to the commencement of any such strike, interference or interruption.

TITLE III

DURATION

SECTION 1

This Agreement shall be effective commencing the date of ratification of the 2001-2004 Collective Agreement.

SECTION 2

Either party to this Agreement may, within a period of ninety to seventy days prior to the expiration of the Income Extension Aid Plan Agreement, give to the other in writing proposed modifications or revisions of the provisions of the Income Extension Aid Plan and this Income Extension Aid Agreement to the extent applicable to the employees.

The parties will meet for the purpose of negotiating such modifications or revisions within fifteen (15) days after such notice is given. Such negotiations will not continue for more than sixty (60) days after such notice is given unless the parties mutually agree to extend the

period of negotiations.

If it should happen that such period of negotiations is not concurrent with the period of negotiations of the then current Collective Bargaining Agreement, the parties will meet for the purpose of discussing the possibility of making both periods of negotiations concurrent.

SECTION 3

This Agreement will, subject to its terms be and remain in full force and effect until April 22, 2004 and unless either party gives to the other written notice of termination within a period of one hundred to ninety days prior to the expiration of the IEA Agreement, or any subsequent anniversary thereof, then it will continue in effect for a further year without change and so on from year to year thereafter unless modified as provided for, above.

In witness whereof the parties hereto have caused their names to be subscribed to this Agreement by their respective duly authorized Representatives this _____ day of _____ 2001.

For the CAW-Canada

And its Local 504

For Camco Inc.

_____	_____
_____	_____
_____	_____

April 23, 2001

Mr. William Thomson
Unit Chair - CAW Local 504
Hamilton, Ontario

Letter of Understanding - Benefits

Dear Mr. Thomson:

While not forming part of the 2001-2004 Collective Agreement, the following modifications have been made to the benefit plans:

• **DRUG CARE PLAN**

- Effective date of ratification, Camco will be requiring prescriptions for maintenance drugs to be for 90 days.
- During the course of these negotiations there was considerable discussion concerning the Drug Care Plan. This resulted in a modification to the Plan which involves the implementation of a Conditional Formulary to be administered by an external provider selected by the Company.
- 1. Effective September 1, 2001, the provider will review drugs introduced since January 1st, 1999 for inclusion in the Camco Conditional formulary according to the following criteria:
 - **Need** – is there a need for this drug by all or only specific individuals?
 - **Safety** -- does the drug have an acceptable safety profile (safety effects)?
 - **Effectiveness** – is there independent confirmation that the drug is effective?
 - **Cost** – Is the cost acceptable, in comparison to similar drugs already covered?

The provider will decide to:

- Add the drug as an eligible benefit for all plan participants, or
- Add the drug as an eligible benefit on a conditional basis only (the patient must meet specific medical criteria), or
- The drug is not added to the formulary.

If the provider requires additional assistance, they will engage the services of an independent third party (an independent external scientific review agency).

2. Plan participants who have received a prescription for drugs introduced since January 1, 1999 will receive prior approval for such drugs as covered benefit under the new Conditional Formulary. The two exceptions to this prior approval are Viagra and Xenical. This provision applies to prescriptions filled before September 1, 2001.
3. Plan participants who inadvertently pay out of pocket for a drug not included on the formulary will be reimbursed on an exception basis for the initial prescription pending a prescription change by the patient's physician to a covered drug.
4. Patients who have a specific diagnosed medical condition (not including a personal preference) that requires the use of a specific drug for therapeutic or life saving conditions and such drug is not included as covered benefit will be reimbursed on an exception basis.

The parties also agree to meet and to discuss any other concerns that may arise from the modification to the Plan with the intent to resolve in a mutually satisfactory manner.

• **BENEFITS OTHER**

- The Company and Union agree that it is in the best interests of the parties and employees to ensure effective health care spending. The Company and the Union will meet a minimum of twice per year to review current benefit costs, to discuss benefit trends, to identify cost containment opportunities, and to develop effective communication and education for employees. Both parties will have the opportunity during these meetings to present alternatives to enhance benefit consumerism.
- The Company and the Union agree that proper coordination of benefits is important to the continued success of Camco's benefit plans. Coordination of benefits applies to drug, extended medical and dental benefits. By September 1st, 2001, Camco will complete a sign up by all

employees with dependents for renewed coordination of benefits.

Co-ordination of benefits operates when an employee and a partner are covered under more than one benefit plan. In such cases, claims are processed as shown below:

1. Camco member submits his/her claim to the Camco plan 1st.
Camco member's partner submits his/her claim to their plan, not to the Camco plan.
2. Dependent children claims are submitted to the plan of the parent who has the earliest birth date in the calendar year.

Any remaining amount of claim not paid under the above process can then be submitted to the other partner's/parent's plan. The total payment from all plans will not exceed 100% of the claimed expense.

- While not forming part of the Benefit Plans, the Parties agree that an employee with service credits totaling 3 months or more will be reimbursed at 66 2/3 of regular pay for time lost from his/her regular schedule on the day s/he receives a blood transfusion, radiation therapy, chemotherapy or kidney dialysis at an approved hospital or clinic. A medical certificate or other proof may be required. This undertaking will only apply to absences for which the employee is not entitled to a benefit under the terms of the Company's disability plan. To receive this payment, an employee must contact Camco's Medical Department prior to the day of the appointment.

Yours truly,

Dee Dee Milner
Manager, Human Resources

CAMCO INC. PENSION PLAN NO. 7

(As Amended and Restated at January 1, 1999)

Registration No. 0583336

September 2001

Certified to be a true and complete copy
of the text of the Camco Inc. Pension Plan No. 7
as at January 1, 1999

Date: _____ c/s

TABLE OF CONTENTS

Page #

FOREWORD	1
ARTICLE 1 - DEFINITIONS	3
Article 2 - Eligibility and Membership	8
2.01 Eligibility	8
2.02 Membership	8
2.03 Re-employment of Former Employees	8
Article 3 - Contributions	9
3.01 Member Required Contributions	9
3.02 Company Contributions	9
3.03 Remittances to the Pension Fund	9
Article 4 - Transfer of Employees	10
4.01 Transfers from a Pension Plan Sponsored by the Company	10
4.02 Transfers to a Pension Plan Sponsored by the Company	10
4.03 Transfer from an Affiliated Company	10
4.04 Transfer to an Affiliated Company	11
Article 5 - Retirement Dates	12
5.01 Normal Retirement Date	12
5.02 Early Retirement Date	12
5.03 Postponed Retirement Date	12
5.04 Disability Retirement Date	12
Article 6 - Retirement Pension	13
6.01 Normal Retirement Pension	13
6.02 Early Retirement Pension	13
6.03 Postponed Retirement Pension	14
6.04 Bridge Benefit	14
6.05 Maximum Bridge Benefit	16
6.06 Small Benefit Commutation	16
6.07 Maximum Pension	16
6.08 Portability	17
6.09 Commutated Value	17
Article 7 - Disability Benefits	18
7.01 Total Disability	18
7.02 Occupational Disability	18
Article 8 - Normal and Optional Forms	20
8.01 Normal Form of Pension - No Spouse	20
8.02 Normal Form of Pension - With a Spouse	20
8.03 Waiver of Spousal Joint and Survivor Pension	21
8.04 Optional Forms of Pension	21
8.06 Minimum Spousal Benefit	22
Article 9 - Beneficiary Designation	23
9.01 Beneficiary Designation	23
9.02 No Beneficiary	23

TABLE OF CONTENTS

Page #

9.03 Death of a Beneficiary

23

TABLE OF CONTENTS

Page #

Article 10 - Death Benefits	24
10.01 Death Before April 23, 2001 and Before Pension Commencement - Pre- 1987	24
10.02 Death Before April 23, 2001 and Before Pension Commencement - Post 1986	24
10.03 Death Benefit Effective April 23, 2001	24
10.04 Special Death Benefit	25
10.05 Death after Pension Commencement	26
10.06 Spousal Priorities and Payment Options	26
10.07 Spousal Waiver	26
10.08 Death Benefit Payable to a Non-Spouse Beneficiary and Payment Options	26
Article 11 - Termination of Employment	27
11.01 Vested and Locked-in Status	27
11.02 Termination: Not Vested and Locked-In	27
11.03 Termination: Vested and Locked-In	27
11.04 Early Commencement of Deferred Pension	27
11.05 Portability	27
11.06 Small Benefit Commutation	28
Article 12 - Funding and Investment	29
12.01 Establishment of the Pension Fund	29
12.02 Payments to be Made from the Pension Fund	29
12.03 Investment of the Pension Fund	29
12.04 Payment of Expenses	29
12.05 Contributions	29
Article 13 - Administration	30
13.01 Appointment of Administrator	30
13.02 Responsibilities of the Administrator	30
13.03 Duty to Keep Records	30
13.04 Powers of Administrator	30
Article 14 - Explanation and Disclosure	31
14.01 Information to be Provided	31
14.02 Inspection of Documents	31
Article 15 - Amendment or Termination of the Plan	32
15.01 Amendment of the Plan	32
15.02 Amendments - No Retroactive Reduction in Benefits	32
15.03 Distribution of Assets on Plan Termination	32
15.04 Wind-Up Surplus	32
Article 16 - General	33
16.01 Right of Employees	33
16.02 Non-Alienation of Benefits	33
16.03 Alienation of Benefits on Marriage Breakdown	33
16.04 Frequency and Timing of Pension Benefits	33
16.05 Information to be Provided Before Company Pays Benefits	34
16.06 Payment to Minors and Physically or Mentally Handicapped Persons	34
16.07 Use of Company Records	34
16.08 Limitations of Liabilities	34
16.09 Construction	34
16.10 Currency	35
16.11 Direct Transfer of Funds	35

TABLE OF CONTENTS

Page #

Schedule A - Members Who Participated in Plan 8	36
Schedule B - Special Provisions for Plan 4 Members	37
Schedule C - List of Camco Members with Plan 7 Schedule II Contributions as at October 18, 2000	39

FOREWORD

Westinghouse Canada Limited (hereinafter referred to as “Westinghouse”) established its original plan for the provision of pension benefits to retired employees in 1920. In October 1954, this original plan was replaced by the Pension and Retirement Plan and the Supplementary Pension Plan, providing pension benefits on a non-contributory and a contributory basis, respectively. These latter plans, as amended from time to time, were further amended, merged and re-stated as of January 1, 1966 with respect to certain participants. With respect to remaining participants, the Pension and Retirement Plan and the Supplementary Pension Plan were amended, merged and re-stated as the Canadian Westinghouse Company Limited Pension Plan as of April 23, 1967 and due to the change of the Company’s name, effective May 1, 1971, was then designated the Westinghouse Canada Limited Pension Plan (hereinafter referred to as the “Westinghouse Plan”).

Effective June 30, 1977, Canadian Appliance Manufacturing Company Limited bought the property and assets of the Westinghouse household appliance business. All employees of such business became employees of Canadian Appliance Manufacturing Company Limited.

Effective June 30, 1977, Canadian Appliance Manufacturing Company Limited agreed to assume all the assets and liabilities of the Westinghouse Plan with respect to the aforementioned employees, retired employees and previously terminated employees who have vested pension benefits remaining in the Westinghouse Plan. With effect as of June 30, 1977 Canadian Appliance Manufacturing Company Limited established Canadian Appliance Manufacturing Company Limited Pension Plan No. 7 for the benefit of the aforesaid employees and other employees of Canadian Appliance Manufacturing Company Limited.

Effective July 15, 1981 the company name of Canadian Appliance Manufacturing Company Limited was changed to Camco Inc.

The Plan was amended December 31, 1987 to incorporate improvements made to the Plan up to that date.

The Plan has been amended to incorporate the amendments required by the Pension Benefits Act, 1987 of Ontario. These amendments are effective January 1, 1988. The amended Plan also incorporates the improved benefits effective April 1, 1989 (Article 7) as per the agreement ratified effective May 6, 1988 with the hourly bargaining employees at the Orangeville Plant.

Effective January 1, 1999, the Plan is hereby amended and restated to incorporate:

- (a) amendments since the Plan was last restated as of January 1, 1988;
- (b) changes required under the Income Tax Act;
- (c) changes required under the Pension Benefits Act;
- (d) benefit upgrade effective April 23, 1998, April 23, 1999 and April 23, 2000;
- (e) the merger of Camco Inc. Pension Plan No. 4 with the Plan. The benefit entitlements for the former members of Camco Inc. Pension Plan No. 4 are summarised in Schedule B;
- (f) benefit upgrades arising from a collective agreement with effect on April 23, 2001.

The terms of the Plan, as restated, will apply to Members who retire, terminate employment or die on and after January 1, 1999, unless stated otherwise. The benefits of Members who retired, terminated or died before this date will be determined by the terms of the Plan in effect at the relevant date.

The Plan, as amended from time to time, will remain in effect subject to the continued registration thereof by:

- (a) the relevant tax authorities as is necessary to establish that the Company is entitled to deduct its contributions to this registered pension plan from taxable income before the computation of income tax under the Income Tax Act (Canada) and any other applicable tax legislation; and
- (b) the Financial Services Commission of Ontario in accordance with the Pension Benefits Act, 1990 of Ontario and any other applicable pension legislation.

The following Sections of this text set forth and contain the provisions deemed necessary to provide for the payment of benefits accruing to the participants hereof for service on and after January 1, 1999, as well as for the payment of benefits accrued to the credit of participants of the Pension and Retirement Plan with respect to service up to and including January 1, 1999 and to the credit of participants of the Supplementary Pension Plan by reason of contributions, if any, to that plan remaining on deposit to their credit under the Plan. The funding of all future benefits under the Plan will be through the deposit of Company contributions.

ARTICLE 1 - DEFINITIONS

The following words and phrases, when used in the Plan, will have the following meanings unless the context clearly indicates otherwise:

- 1.01 **"Actuarial Equivalent"** means a pension of an equivalent value where such equivalent is established using actuarial tables, actuarial assumptions and methodology, as may be selected by the Company, on the recommendation of the Actuary, subject to the requirements of the Pension Benefits Act and the Income Tax Act.
- 1.02 **"Actuary"** means a Fellow of the Canadian Institute of Actuaries (who may be a member of a firm of consulting actuaries) appointed by the Company and independent of the Company to render actuarial services under the Plan.
- 1.03 **"Additional Voluntary Contributions (AVC's)"** means additional contributions made under the Supplementary Pension Plan (Section IV, Subsection 3) and/or voluntary contributions made under Schedule III of the Camco Inc. Pension Plan No. 8. No AVC's were permitted after April 23, 1964.
- 1.04 **"Administrator"** means the person, or persons, appointed under Section 13.01.
- 1.05 **"Bargaining Agent"** means National Automobile, Aerospace, Transportation and General Workers' Union of Canada and its Local 504.
- 1.06 **"Bargaining Unit"** means both bargaining units of Local 504 of the National Automobile, Aerospace, Transportation and General Workers' Union of Canada.
- 1.07 **"Beneficiary"** means the person designated by a Member under Section 9.01 and includes the Member's estate where there is no such person.
- 1.08 **"Collective Agreement"** means the agreement that is in force between the Company and the Bargaining Agent.
- 1.09 **"Commuted Value"** means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits computed using rates of interest, the actuarial tables and other assumptions, as may be adopted by the Company, on the recommendation of the Actuary, subject to the Pension Benefits Act and the Income Tax Act.
- 1.10 **"Company"** means Camco Inc. and any affiliated or associated company which may be designated as a participating employer by the Company and which has agreed to participate in the Plan. Where a reference in the Plan is made to any action to be taken, consent, approval or opinion to be given, "Company" means Camco Inc. acting through the board of directors of Camco Inc. or any person authorised by that board of directors for purposes of the Plan.
- 1.11 **"Credited Past Service"** means the period of the Member's Service described in Schedule A during which the Member participated in the Camco Inc. Pension Plan No. 8 which was the previous Westinghouse Salaried Non Bargaining Pension Plan.
- 1.12 **"Credited Service"** means:
 - (a) Pensionable Service under the pension plan of the Predecessor Company;
 - (b) The Member's Service during which the Member participates in the Plan and Service beginning on the first of the month following Date of Hire after the Member meets the eligibility

requirement in Section 2.01;

- (c) A Member will receive credit for one year of Credited Service in a calendar year if, as an hourly-rated Employee the Member received compensation from the Company, for not less than 1,800 hours of work during the year (hours compensated at premium rate to be counted as straight-time hours). If such hourly-rated Employee received compensation from the Company for less than 1,800 hours, the Member will receive a credit which bears the same ratio to one year as the number of hours for which the Member received compensation bears to 1,800 hours; and
- (d) A Member will receive credit for one year of Credited Service in a calendar year if, as a salaried Employee the Member received compensation from the Company for not less than 48 weeks during the year (whether whole or part weeks). If such salaried Employee received compensation from the Company for less than 48 weeks, the Member will receive a credit which bears the same ratio to one year as the number of weeks for which the Member received compensation bears to 48 weeks.
- (e) Credited Service will accrue during:
 - (i) the waiting period for eligibility for membership in the Plan, as outlined in Section 2.01; and
 - (ii) lay-offs not exceeding 36 months during which the Member maintains recall rights under the Collective Agreement;
 - (iii) a period of sickness or Total Disability verified to the satisfaction of the Company subject to Section 7.01;
 - (iv) absence of a casual nature subject to the agreement of the Company and the Union;
 - (v) all periods of maternity and parental leave as provided in applicable provincial or federal law, whichever is more generous;
 - (vi) periods of absence for which compensation is received from the WSIB for up to one year for each continuous period of absence; and/or
 - (vii) a leave of absence requested by the Local Union or the National Union (CAW-Canada) to permit the Employee to engage in business of the Local or the National Union, (CAW-Canada).

Notwithstanding anything to the contrary contained in this definition, the total periods of Credited Service after January 1, 1992 during which the Employee is not receiving remuneration from the Company, excluding those periods during which the Employee suffers a physical or mental impairment, as certified in writing by a qualified medical doctor, that prevents the Employee from performing the duties of employment in which the Employee was engaged before the commencement of the impairment, shall not, exceed the sum of:

- (a) five years; and
- (b) the total periods of leaves of absence pursuant to Section 1.12(e)(vii) during which the Employees qualifies as a "loaned employee" subject to the rules of the Canada Customs and Revenue Agency; and
- (c) an additional three years credited in respect of absences that occur within the twelve month period which commences at the time of the birth or adoption of a child of the member.

- 1.13 **"Effective Date"** means June 30, 1977.
- 1.14 **"Employee"** means any person employed by the Company at the Company's Hamilton plant and is a member of the Bargaining Unit.
- 1.15 **"Funding Agreement"** means the trust agreement or insurance contract now or hereafter entered into between the Company and the Trustee for purposes of this Plan.
- 1.16 **"Income Tax Act"** means the Income Tax Act, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.
- 1.17 **"Member"** means an Employee who has enrolled in the Plan in accordance with Article 2 and who continues to be entitled to benefits under the Plan together with former Employees who are entitled to receive benefits under the Plan.
- 1.18 **"Occupational Disability"** means any disability due to illness or injury, as so certified by a qualified medical doctor who is qualified to practice under the laws of a province of Canada or of the place where the Member resides, which:
- (a) prevents the Member from engaging in any occupation or employment with the Company, and
 - (b) will be permanent and continuous during the remainder of the life of such Member;
- unless the disability was contracted, suffered or incurred while the Member was engaged in, or resulted from his or her having been engaged in a criminal enterprise .
- 1.19 **"Plan"** means Camco Inc. Pension Plan No. 7, as amended or restated from time to time.
- 1.20 **"Plan Year"** means the calendar year.
- 1.21 **"Pension Benefits Act"** means Pension Benefits Act, 1990, Statutes of Ontario and the Regulations thereunder, as amended or replaced from time to time.
- 1.22 **"Pension Fund"** means the fund established in accordance with Section 12.01 pursuant to a trust agreement or insurance contract.
- 1.23 **"Prescribed Savings Arrangement"** means either:
- (a) a locked-in retirement account;
 - (b) a life income fund; or
 - (c) any other retirement savings fund prescribed by the Pension Benefits Act and registered pursuant to the Income Tax Act.
- 1.24 **"Predecessor Company"** means Westinghouse Canada Limited.
- 1.25 **"Service"** means a period throughout which the Member is employed in Canada by the Company (and Predecessor Company, if applicable) and receives remuneration from the Company. Service includes any period of layoff and any other period of temporary suspension of active employment.
- 1.26 **"Spouse"** means, at the time a determination of marital status is required, a person to whom the Member is:
- (a) legally married;

- (b) not legally married but the Member and that person have been cohabiting continuously in a conjugal relationship for at least one year; or
- (c) not legally married but the Member and that person are cohabiting in a conjugal relationship of some permanence and are jointly the natural or adoptive parents of a child, both as defined in the Family Law Act, 1986 (Ontario);

and who qualifies as a Spouse and a common-law partner as defined at the relevant time by the Income Tax Act for purposes of registered pension plans. For determination of marital status before December 8, 1998, the person must be of the opposite sex to the Member. Notwithstanding the foregoing definition, a Spouse must be of the opposite sex to the Member in order to exercise a transfer option prior to January 1, 2001.

- 1.27 **"Surplus"** means the excess of the value of the assets of the Pension Fund over the value of the liabilities of the Plan as calculated by the Actuary, in accordance with the Pension Benefits Act, at a specific point in time.
- 1.28 **"Total Disability"** means a disability in respect of which the Member is entitled to benefits from the Company's long term disability program.
- 1.29 **"Trustee"** means a trust company, insurance company authorised to carry on a life insurance business in Canada or a group of at least 3 individuals resident in Canada, at least one of whom is independent of the Company, and includes any combination thereof appointed by the Company from time to time to hold, administer and invest the Pension Fund.
- 1.30 **"WSIB"** means the Workplace Safety and Insurance Board of Ontario.
- 1.31 **"YMPE"** means the year's maximum pensionable earnings as defined under the Canada Pension Plan.

Words importing the singular include the plural, or vice versa, as the context requires. Defined terms are capitalised and statutory references underlined, as they appear throughout the Plan text.

Article 2 - Eligibility and Membership

2.01 Eligibility

An Employee will join the Plan on the first day of any month coincident with or next following the completion of one year of Service.

2.02 Membership

An Employee will become a Member by signing the appropriate forms prescribed by the Company.

2.03 Re-employment of Former Employees

If an Employee's Service is terminated and he/she is later re-employed by the Company, he/she will, for purposes of the Plan, be treated as a new Employee, except that any right to a deferred pension he/she may have as a result of his/her prior period of Service will not be affected by this provision. For greater certainty:

- (a) any benefit earned after the date of re-employment will be calculated based on the period of Credited Service, Plan membership and benefit rate after such date; and
- (b) if such former employee has commenced to receive a pension under the Plan, his/her pension will cease and, at his/her subsequent retirement, the pension relating to his/her prior period of Service will re-commence.

Article 3 - Contributions

3.01 Member Required Contributions

A Member is not required or permitted to contribute to the Plan.

Schedule C summarises Members who had made Schedule II contributions prior to January 1, 1992.

3.02 Company Contributions

- (a) The Company will make such contributions to the Pension Fund as are required, based on the advice of the Actuary, to provide an appropriate level of funding for the benefits payable from the Plan in respect of the following:
 - (1) the normal cost of the benefits currently accruing to Members under the Plan; and
 - (2) for the proper amortisation of any unfunded liability or solvency deficiency,both in accordance with the Pension Benefits Act, after taking into account the assets of the Pension Fund, and all other relevant factors.
- (b) The contributions made by the Company to the Pension Fund, in accordance with Section 3.02(a), in any Plan Year will not exceed amounts permitted as "eligible contributions" (as defined under the Income Tax Act) for such Plan Year.
- (c) If at any time while the Plan continues in existence the Actuary certifies that there is Surplus in the Pension Fund, such Surplus, or any portion of Surplus, may be used by the Company to reduce its contribution obligations under Section 3.02(a), subject to any limitations prescribed under the Pension Benefits Act and the Income Tax Act.

3.03 Remittances to the Pension Fund

The Company will remit to the Trustee for deposit in the Pension Fund:

- (a) the Company's contributions, if any, in respect of the normal cost of benefits in monthly instalments within 30 days following the month for which the contributions are payable;
- (b) the Company's contributions, if any, in respect of special payments to amortise an unfunded actuarial liability or solvency deficiency in equal monthly instalments throughout the Plan Year.

Article 4 - Transfer of Employees

4.01 Transfers from a Pension Plan Sponsored by the Company

If an Employee of the Company, participating in another pension plan sponsored by the Company, is transferred to a category of employment such that the individual becomes an Employee for purposes of the Plan, such Employee is eligible for immediate membership in the Plan. In the event the Employee becomes a Member upon the date of transfer, any benefits paid from the Plan will be calculated on the basis of:

- (a) the Member's Credited Service determined from the date of transfer;
- (b) the benefit rate determined by the terms of this Plan at the Member's subsequent termination, death, or retirement;
- (c) the Member's Plan membership, including participation in another registered pension plan sponsored by the Company, will be used for the purpose of vesting, locking-in and eligibility for benefits under the Plan.

4.02 Transfers to a Pension Plan Sponsored by the Company

If a Member of the Plan is transferred to a category of employment such that the individual ceases to be an Employee for the purposes of the Plan, the Member's participation in the plan will cease. No benefits will be payable from the Plan until such time as the Member subsequently retires, terminates or dies.

Benefits payable under the Plan will be calculated on the basis of:

- (a) the Member's Credited Service accrued to the date of transfer;
- (b) the benefit rate determined by the terms of this Plan at the Member's subsequent termination, death or retirement;
- (c) the Member's participation in another registered pension plan sponsored by the Company will be deemed to be membership in the plan for vesting, locking-in and eligibility for benefits under the Plan.

4.03 Transfer from an Affiliated Company

If an employee of a Canadian company associated, affiliated or subsidiary to the Company (the "Affiliated Company"), as applicable, is transferred to a category of employment such that the individual becomes an Employee for purposes of the Plan, such Employee is eligible for membership in the Plan after satisfying the eligibility requirements described in Article 2.

In the event the Employee becomes a Member, any benefit paid from the Plan will be calculated on the basis of:

- (a) the Member's Credited Service accrued from the date of transfer;
- (b) the applicable benefit rate at the Member's termination, death or retirement;
- (c) the Member's Service, including the Member's employment with the Affiliated Company will be used for the purpose of eligibility for membership in the Plan; and
- (d) the Member's Plan membership, including participation in the Affiliated Company pension plan, will be used for the purpose of vesting, locking-in and eligibility for benefits under the Plan.

4.04 Transfer to an Affiliated Company

If the Member of the Plan is transferred to a Canadian company associated, affiliated or subsidiary to the Company (the "Affiliated Company"), as applicable, and ceases to be an Employee for the purpose of the Plan, the Member's participation in the Plan will cease. No benefits will be payable from the Plan until such time as the Member subsequently retires, terminates or dies. Benefits payable under the Plan will be calculated on the basis of:

- (a) the Member's Credited Service accrued to the date of transfer;
- (b) the applicable benefit rate at the date of transfer;
- (c) the Member's Plan membership, including membership in any pension plan sponsored by the Affiliated Company will be used for the purpose of vesting and locking-in and eligibility for benefits under the Plan.

Article 5 - Retirement Dates

5.01 Normal Retirement Date

The normal retirement date under the Plan is the last day of the month in which the Member attains age 65.

5.02 Early Retirement Date

A Member may elect to retire early on the last day of any month within 10 years of normal retirement date. The date on which the Member retires prior to normal retirement date will be the Member's early retirement date.

5.03 Postponed Retirement Date

A Member who remains in Service beyond normal retirement date, and is not in receipt of a pension from the Plan, may elect to postpone retirement until the last day of the month in which the Member attains age 68.

In no event will the Member's retirement be postponed beyond the end of the calendar year in which the Member attains age 69.

5.04 Disability Retirement Date

A Member who retires as a result of an Occupational Disability, will be considered to have retired early for the purposes of the Plan on a disability retirement date which is the last day of the month in which the Member is declared disabled.

Article 6 - Retirement Pension

6.01 Normal Retirement Pension

Subject to Section 6.07, a Member who retires on normal retirement date will receive a monthly pension commencing on the Member's normal retirement date equal to the Members' years of Credited Service multiplied by the applicable benefit rate as follows:

<u>Retirement Date</u>	<u>Benefit Rate</u>
On and after April 23, 1983 and before April 23, 1984	\$13.50
On and after April 23, 1984 and before April 23, 1985	14.00
On and after April 23, 1985 and before April 23, 1986	15.00
On and after April 23, 1986 and before April 23, 1987	15.50
On and after April 23, 1987 and before April 23, 1989	16.50
On and after April 23, 1989 and before April 23, 1990	17.50
On and after April 23, 1990 and before April 23, 1991	18.00
On and after April 23, 1991 and before April 23, 1992	19.00
On and after April 23, 1992 and before April 23, 1993	20.50
On and after April 23, 1993 and before April 23, 1994	21.25
On and after April 23, 1994 and before April 23, 1995	22.25
On and after April 23, 1995 and before April 23, 1996	24.25
On and after April 23, 1996 and before April 23, 1997	25.25
On and after April 23, 1997 and before April 23, 1998	26.25
On and after April 23, 1998 and before April 23, 1999	29.00
On and after April 23, 1999 and before April 23, 2000	29.75
On and after April 23, 2000 and before April 23, 2001	30.25
On and after April 23, 2001 and before April 23, 2002	32.00
On and after April 23, 2002 and before April 23, 2003	32.75
On and after April 23, 2003 and until further notice	33.50

A Member with Credited Past Service will receive an additional past service pension, as outlined in Schedule A to the Plan.

6.02 Early Retirement Pension

A Member who retires on an early retirement date will receive an annual pension commencing on the Member's early retirement date, calculated according to the formula in Section 6.01 based on the Member's Credited Service at early retirement date. The pension payable under this Section 6.02 will be reduced by:

(a) Early Retirement at Member's Request

- (1) 1/4 of 1% for each month that the Member's pension commencement date precedes the Member's 62nd birthday but is not prior to the Member's 60th birthday;
- (2) a further 1/2 of 1% for each month that the Member's pension commencement date precedes the Member's 60th birthday, but not prior to the Member's 58th birthday; and
- (3) a further reduction on an Actuarial Equivalent basis that the Member's pension commencement date precedes the Member's 58th birthday (provided such adjustment is at least 1/4 of 1% per month).

(b) Early Retirement at Company's Request

- (1) 1/2 of 1% for each month that the Member's pension commencement date precedes the Member's 60th birthday but is not prior to the Member's 58th birthday;
- (2) a further reduction on an Actuarial Equivalent basis that the Member's pension commencement date precedes the Member's 58th birthday (provided such adjustment is at least 1/4 of 1% per month).

6.03 Postponed Retirement Pension

A Member who remains in Service after his/her normal retirement date in accordance with Section 5.03 will continue to accrue benefits during his/her continued employment. At such Member's postponed retirement date, the Member will receive a pension, calculated according to the formula in Section 6.01, based on the Member's Credited Service at his/her postponed retirement date.

6.04 Bridge Benefit

Subject to Section 6.05, a Member who retires while in Service after attainment of age 55 and completion of 10 years of Credited Service under this Plan and any other pension plan sponsored by the Company, will receive a bridge benefit equal to (a) plus (b) plus (c) as follows:

- (a) a monthly pension for each year of Credited Service as per the following table:

<u>Retirement Date</u>	<u>Bridge Benefit</u>
On and after April 23, 1995 and before April 23, 1996	\$14.00
On and after April 23, 1996 and before April 23, 1998	15.00
On and after April 23, 1998 and before April 23, 2001	16.00
On and after April 23, 2001 until further notice	18.00

- (b) an additional monthly bridge as per the following table, provided the Member has completed 30 years of Credited Service:

<u>Retirement Date</u>	<u>Bridge Benefit</u>
On and after April 23, 1998 and before April 23, 2001	\$5.00
On and after April 23, 2001 until further notice	8.00

multiplied by the Member's years of Credited Service, plus

- (c) \$2.00 per month multiplied by the Member's years of Credited Service, provided the Member has not attained age 62.

In no event will the amount of the bridge benefit be less than \$150 per month.

Bridge Benefit - Payment Options

The bridge benefit will be payable from the later of:

- (a) the Member's early retirement date; and
- (b) first day of the month next following the Member's 55th birthday or Member's 58th birthday for Members qualifying for a benefit under Section 7.02.

The bridge benefit will cease on the earliest of:

- (a) payment of 108 (84 for retirement before April 23, 2001) monthly instalments of bridge benefit;
- (b) normal retirement date;
- (c) the date of the Member's death; and
- (d) the date the Member is eligible for unreduced benefits under the Old Age Security Act.

6.05 Maximum Bridge Benefit

The bridge benefit payable under Section 6.04 will not exceed the sum of the maximum benefit payable under the Canada Pension Plan and Old Age Security to the Member as at the Member's retirement (determined as if the Member had attained age 65), reduced by 1/4 of 1% for each month by which the Member's early retirement date precedes attainment of age 60.

6.06 Small Benefit Commutation

Where the annual pension payable on the Member's normal retirement date is not more than 2% of the YMPE in the year of the Member's retirement, or such other amount as prescribed under the Pension Benefits Act, the Company will pay the Member a lump sum equal to the Commuted Value of the Member's pension in full discharge of all obligations under the Plan.

6.07 Maximum Pension

(a) Notwithstanding any other provisions of this Plan to the contrary and subject to Section 6.07(b), the pension payable to a Member under the Plan, including any pension payable to a Member's Spouse or former Spouse under Section 16.03, in the year in which the pension commences to be paid, will not exceed the lesser of (1) and (2) as follows:

- (1) \$1,722.22 or such greater amount prescribed for this purpose by the Income Tax Act and approved
- (2) 2% of the Member's best 3 consecutive years' remuneration from the Company.

multiplied by the Member's years of Credited Service excluding that portion of the Member's pre-1992 Credited Service in excess of 35 years.

Section 6.07 does not apply to annual pension benefits of \$300 or less per year of Credited Service before January 1, 1992.

- (b) The pension payable under Section 6.02 in combination with the benefits payable under Section 6.04 and the benefit payable under Section 7.02 will not exceed (1) plus (2) as follows:
- (1) the maximum pension described in Section 6.07(a); plus
 - (2) 1/35th of the maximum benefit payable under the Canada Pension Plan (determined at the Member's retirement date as if the Member had attained age 65) multiplied by the Member's years of Credited Service not exceeding 35 years.

6.08 Portability

A Member who retires in accordance with Section 5.02 may elect to have the Commuted value of the early retirement pension outlined in Section 6.02 and the bridge benefit outlined in Section 6.04, transferred in accordance with Section 11.05.

6.09 Commuted Value

If, at the time of a Member's Termination or Retirement, the Commuted Value of the pension that has accrued to his/her credit under Section 6.01 in respect of Service prior to January 1, 1987 and that has remained vested in him/her, is less than the total of the Member's Required Contributions made prior to January 1, 1987 and not previously withdrawn, plus Credited Interest thereon, the amount of such vested pension shall be increased so that the Commuted Value of the increased pension is equal to the total referred to above.

Article 7 - Disability Benefits

7.01 Total Disability

- (a) A Member who is a salaried Employee and has completed one or more years of Credited Service, is absent as a result of a Total Disability, will continue to accrue benefit in accordance with the formula outlined in Section 6.01.

The benefit during the period of Total Disability will accrue until the earliest of the Member's:

- (1) date of recovery;
- (2) date of termination of employment;
- (3) date of death; or
- (4) normal retirement date.

- (b) A Member, who is an hourly-rated Employee, is absent as a result of sickness or Total Disability, will not accrue benefits under the Plan during such leave.

If such Member, however, returns to active Service and remains in Service for a period of not less than 6 months, the Member will receive Credited Service for the period of sickness or Total Disability equal to the lesser of:

- (1) the period of sickness or Total Disability; and
- (2) a period of one year.

7.02 Occupational Disability

- (a) A Member, who is an hourly-rated Employee and has 10 more years of Credited Service, retires early in accordance with Section 5.04 as a result of an Occupational Disability, will receive (1) plus (2) as follows:

- (1) a disability pension commencing on the Member's disability retirement date, calculated according to the formula in Section 6.01, based on the Member's Credited Service and the applicable benefit rate in effect on his/her disability retirement date. In no event will such monthly disability pension be less than \$300.00 a month; plus

- (2) a bridge benefit, commencing on the first of the month following the Member's 58th birthday (60th birthday for benefits commencing before January 1, 2001), calculated in accordance with Section 6.04(a) and subject to Section 6.05; and

effective April 23, 2001, a bridge benefit commencing on the first of the month following the Member's 58th birthday, calculated in accordance with Section 6.04(a), (b) and (c) and subject to Section 6.05.

The bridge benefit will cease on the earlier of:

- (A) the date the Member is eligible for unreduced benefits under the Old Age Security Act; and
 - (B) the date of the Member's death.
- (b) A Member who has a Spouse on the date disability pension commences will have the disability pension payable as a joint and survivor pension in monthly instalments of an adjusted amount for the life of the Member and payable after the Member's death to the Member's Spouse for the Spouse's life in monthly instalments equal to 60% of the amount of each monthly instalment paid during the life of the Member. The joint and survivor pension will be calculated in accordance with Section 8.02.
 - (c) Occupational Disability will be determined in the first instance by a medical doctor appointed by the Company. If the Member wishes to have the decision reviewed, the Member will submit to an examination by a medical doctor of the Member's choice. If the finding of the Member's doctor is at variance with that of the Company's doctor and this difference is unresolved by them, the two doctors will appoint a third doctor whose determination will be final.
 - (d) If a Member who retired on disability pension recovers and returns to active Service, the disability pension will cease and upon such Member's subsequent retirement, the Member's benefit will be the greater of:
 - (1) the pension, calculated in accordance with Article 6 based on the Member's years of Credited Service and applicable benefit rate in effect at the Member's subsequent retirement; and
 - (2) the occupational disability pension the Member was receiving prior to his/her recovery.
 - (e) If the Member's Occupational Disability continues until his/her normal retirement date, the Member will continue to receive the disability pension he/she was receiving prior to the normal retirement date.

Article 8 - Normal and Optional Forms

8.01 Normal Form of Pension - No Spouse

For a Member who does not have a Spouse on the date the Member's pension commences, the normal form of pension is a pension payable in monthly instalments for the life of the Member.

8.02 Normal Form of Pension - With a Spouse

For a Member who has a Spouse on the date the Member's pension commences, the normal form of pension payable under the Plan is a joint and survivor pension payable in monthly instalments of an adjusted amount for the life of the Member and payable after the Member's death to the Member's Spouse for the Spouse's life in monthly instalments equal to 60% of the amount of each monthly instalment paid during the life of the Member.

The amount of adjusted pension payable to the Member will depend on the difference of ages between the Member and the Member's Spouse and will be as follows:

(a) Age difference of less than 4 years

Where the difference in ages between the Member and the Spouse is less than 4 years, the amount of the adjusted pension payable to the Member will be 93% (91% for pensions commencing before April 23, 2001) of the pension otherwise payable in the form described in Section 8.01.

(b) Age difference of 4 or more years

- (1) If the Spouse is 4 or more years younger than the Member, the factor of 93% (91% for pensions commencing before April 23, 2001) will be reduced by 0.6% for each full or partial year of age difference in excess of 4 years.
- (2) If the Spouse is 4 or more years older than the Member, the factor of 93% (91% for pensions commencing before April 23, 2001) will be increased by 0.6% for each full or partial year of age difference in excess of 4 years, to a maximum of 100%.

This joint and survivor pension will not be less than the Actuarial Equivalent of the pension in the form described under Section 8.01.

8.03 Waiver of Spousal Joint and Survivor Pension

A Member may elect to receive a pension in a form that provides for no monthly payments (or monthly payments less than the amount described in Section 8.02), to continue to the Spouse, provided the Company receives a written waiver signed by the Member, and the Member's Spouse acknowledging the Spouse's right to a pension upon the death of the Member and agreeing to waive that right.

The waiver is not effective unless it is delivered within the 12-month period immediately preceding the commencement of pension payments. The waiver may be revoked by written notice delivered before the commencement of pension payments.

8.04 Optional Forms of Pension

Subject to Section 8.03, a Member may elect, prior to pension commencement, in lieu of the normal form of pension, one of the following optional forms of pension:

Life, Guaranteed 5 or 10 Years

Under the life guaranteed 5 or 10 years form of pension option, the Member receives a monthly pension payable for life with the guarantee that if the Member dies before receiving 60 or 120 months guaranteed payments, the Member's Beneficiary will receive the balance of the remaining payments.

This form of payment will be the Actuarial Equivalent of the normal form of pension described in Section 8.01.

8.05 Death of a Spouse

If the Spouse predeceases the Member, the reduction of the Member's pension outlined as above in Section 8.02 will be reinstated as follows:

<u>Year of Spouse's Death After Retirement</u>	<u>Amount of Reduction Reinstated</u>
1st	100%
2nd	80%
3rd	60%
4th	40%
5th	20%
6th	0%

8.06 **Minimum Spousal Benefit**

In no event will the Commuted Value of the pension payable to the Member and the Member's Spouse under Section 8.02 be less than the Commuted Value of the pension in the form described in Section 8.01.

Article 9 - Beneficiary Designation

9.01 Beneficiary Designation

A Member may designate, by written notice delivered to the Company, a Beneficiary to receive any benefits payable on the death of the Member. A Member may revoke or amend such designation in the same manner at any time, subject to any applicable laws governing the designation of beneficiaries.

9.02 No Beneficiary

If a Member fails to validly designate a beneficiary, or if the Beneficiary predeceases the Member, any benefits payable to the Member's Beneficiary will be paid to the estate of the Member in a lump sum.

9.03 Death of a Beneficiary

If a Beneficiary, as a result of a Member's death, is entitled to payments under the Plan and the Beneficiary dies before receiving any or all of the payments due to him/her, the Commuted value of the remainder of the payments will be paid in a lump sum to the estate of the Beneficiary.

Article 10 - Death Benefits

10.01 Death Before April 23, 2001 and Before Pension Commencement - Pre- 1987

If a Member dies before April 23, 2001 and before the Member's pension commences, no death benefit is payable under the Plan for Credited Service before January 1, 1987.

10.02 Death Before April 23, 2001 and Before Pension Commencement - Post 1986

(a) Not Vested

If a Member dies before April 23, 2001 and before the Member's pension commences and at the date of death, the Member is not vested in accordance with Section 11.01, no death benefit is payable under the Plan for Credited Service on and after January 1, 1987.

(b) Vested

If a Member dies before April 23, 2001 and before the Member's pension commences and at the date of death the Member is vested in accordance with Section 11.01, the death benefit payable under the Plan is equal to the Commuted Value of the Member's accrued pension calculated according to the formula in Section 6.01 based on:

- (1) Credited Service on and after January 1, 1987; and
- (2) Credited Service before January 1, 1987 in respect of benefits accrued or granted by an amendment made to the Plan on and after January 1, 1988.

10.03 Death Benefit Effective April 23, 2001

Effective April 23, 2001, the death benefits will be as follows:

(a) Not Vested

If a Member dies before the Member's pension commences and at the date of death, the Member is not vested in accordance with Section 11.01, no death benefit is payable under the Plan.

(b) Vested

If a Member dies before the Member's pension commences and at the date of death, the Member is vested in accordance with Section 11.01, the death benefit payable under the Plan is equal to the Commuted Value of the Member's accrued pension calculated according to the formula in Section 6.01 based on all years of Credited Service.

10.04 Special Death Benefit

If a Member dies before the Member's pension commences and at the date of death:

(a) the Member was married and has been so married for at least one full year: and

(b) the Member has either:

(1) attained age 50 and completed 15 years of Credited Service; or

(2) attained age 60,

the death benefit payable to the Spouse in lieu of the death benefit outlined in Section 10.02, will be 55% of the adjusted pension accrued to the Member at the date of death.

The amount of the adjusted pension payable to the Member will depend on the difference of ages between the Member and the Member's Spouse and will be as follows:

(A) Member and Spouse of Same Age

If the Member and the Spouse are the same age, the amount of adjusted pension will be 93% (90% for pensions commencing before April 23, 2001) of the pension calculated in accordance with Section 6.01 and reduced in accordance with Section 6.02(a), to a maximum reduction of 30%.

(B) Member and Spouse Not Same Age

If the Member and the Spouse are not the same age, 1/2 of 1% will be added or subtracted from 93% (90% for pensions commencing before April 23, 2001) for each year by which the Spouse is older or younger, respectively, than the Member.

The Spousal benefit in this Section 10.03 is payable only if:

- (a) the Spouse consents to such payment; and
- (b) the Commuted Value of the benefit provided under Section 10.03 is greater than the Commuted Value of the benefit described in Section 10.02.

10.05 Death after Pension Commencement

If a Member dies after the Member's pension has commenced, any death benefit payable under the Plan will be determined and payable in accordance with Article 8.

10.06 Spousal Priorities and Payment Options

- (a) Subject to Section 10.06, the benefits payable under Section 10.02(b) are payable to the Member's Spouse.
- (b) The surviving Spouse may elect to receive the benefit described in Section 10.05(a) in either of the following forms:
 - (1) as a lump sum payment; or
 - (2) as an immediate or deferred life annuity in an amount which can be provided by the amount in Section 10.05(b)(1), which annuity will commence before the Spouse's 69th birthday or, if later, within one year after the death of the Member. The annuity may be guaranteed for a period not exceeding 15 years.

10.07 Spousal Waiver

The Member's Spouse may waive the Spouse's entitlement under this Article 10 in the manner and in the form prescribed by the Pension Benefits Act.

10.08 Death Benefit Payable to a Non-Spouse Beneficiary and Payment Options

If the Member does not have a Spouse at the date of death (or having a Spouse, the Member and the Spouse have waived the Spouse's entitlement in accordance with Section 10.06), the benefit payable under Section 10.02(b) is payable to the Member's Beneficiary in a lump sum.

Article 11 - Termination of Employment

11.01 Vested and Locked-in Status

A Member will vest and lock-in upon the completion of two years of Plan membership or attainment of normal retirement date.

11.02 Termination: Not Vested and Locked-In

If a Member's Service terminates for any reason other than death or retirement and at the date of termination, the Member is not vested under Section 11.01, the Member will receive his accumulated contributions with Interest.

11.03 Termination: Vested and Locked-In

If a Member's Service terminates for any reason other than death or retirement and at the date of his/her termination, the Member is vested and locked-in under Section 11.01. with respect to any of his/her benefits, the Member will receive a deferred pension, commencing at normal retirement date, in the amount calculated in accordance with Section 6.01.

11.04 Early Commencement of Deferred Pension

If a Member terminates Service for any reason other than death or retirement and such Member is entitled to receive a deferred pension under this Article 11, the Member may elect to commence receiving the pension on an early retirement date.

The pension payable under this Section 11.04 will be reduced by:

- (a) 0.6% for each month that the Member's pension commencement date precedes the Member's normal retirement date up to age 60;
- (b) a further reduction on an Actuarial Equivalent basis for each month that the Member's pension commencement date precedes the Member's 60th birthday up to age 55 (provided such adjustment is at least 1/4 of 1% per month).

11.05 Portability

- (a) A Member who terminates Service may elect to have the termination benefit outlined in Section 11.03,
 - (1) transferred to another pension plan, if the administrator of that pension plan agrees to accept the transfer;
 - (2) transferred to a Prescribed Savings Arrangement;

- (3) applied to purchase a deferred life annuity from an insurance company licensed to transact business in Canada, provided payment of the annuity will not commence before the earliest date on which the Member was entitled to retire under the Plan.
- (b) The Company will not permit a transfer or purchase under Section 11.05(a) unless the Company is satisfied that the transfer or purchase is in accordance with the Pension Benefits Act and any restrictions in the Pension Benefits Act, with regard to the solvency of the Plan, have been met.
- (c) If the Commuted Value of a Member's pension exceeds such maximum amount prescribed under the Income Tax Act, the amount transferred in accordance with Section 11.05(a) will not exceed the prescribed maximum amount and the excess of the Commuted Value, plus Interest, over the amount transferred will be payable to the Member, subject to the Pension Benefits Act and the Income Tax Act.

Upon such a transfer or purchase, the Member will cease to be a Member and will have no further entitlement under the Plan.

11.06 Small Benefit Commutation

If the Member's Service terminates and the annual pension payable on the Member's normal retirement date is not more than 2% of the YMPE in the year of the Member's termination, or such other amount as prescribed under the Pension Benefits Act, the Company will pay the Member a lump sum payment equal to the Commuted Value of the Member's pension or deferred pension in full discharge of all obligations under the Plan.

Article 12 - Funding and Investment

12.01 Establishment of the Pension Fund

The Company shall maintain a Pension Fund for purposes of this Plan by the execution of a trust agreement or agreements with a trustee or trustees or under a contract or contracts with an insurance company or companies. The Company shall have the sole right to appoint and contract with such trustee or trustees and/or such insurance company or companies, to remove and select successor trustee or insurance companies, and to determine the form and terms of the trust agreement or insurance company.

The Company will establish and maintain a Pension Fund for the accumulation and investment of all contributions made to the Plan by the Members and the Company. The Pension Fund will be administered by the Trustee in accordance with the Funding Agreement.

12.02 Payments to be Made from the Pension Fund

All benefits under the Plan shall be provided out of the Pension Fund either by direct payment or by the purchase of an annuity contract providing benefits of like amount and payable under similar conditions, from an insurance company licensed to do business in Canada.

12.03 Investment of the Pension Fund

The Pension Fund will be invested or loaned as permitted under the provisions of the Pension Benefits Act, 1990 of Ontario, the Income Tax Act and in accordance with the statement of investment policies and procedures prepared from time to time.

12.04 Payment of Expenses

All reasonable fees and expenses incurred in the operation and administration of the Plan and the Pension Fund may be paid or reimbursed (if first paid by the Company) from the Pension Fund.

12.05 Contributions

All contributions to the Plan shall be deposited into the Pension Fund as specified in Article 3.

Article 13 - Administration

13.01 Appointment of Administrator

The Administrator of the Plan will be the Company. The Company will appoint a pension committee to assist the Company in carrying out its responsibilities in administering the Plan.

13.02 Responsibilities of the Administrator

The Administrator will be responsible for the overall operation and administration of the Plan and will have the power to decide all matters concerning the operation, administration and interpretation of the Plan.

13.03 Duty to Keep Records

The Administrator will keep, or cause to be kept, any and all such records as it may deem necessary for the performance of its functions.

13.04 Powers of Administrator

The Administrator, in addition to the powers otherwise conferred on it in the Plan, will have the authority to:

- (a) give written directions to make payments out of the Pension Fund in accordance with the terms of the Plan;
- (b) establish and adopt a written statement of investment policies and goals which will be reviewed at least once each year;
- (c) determine any dispute, differences or question of any kind arising with respect to the application, construction or interpretation of any of the provisions of the Plan (such decisions of the Administrator will be final and binding on all persons);
- (d) request such information and elections, in any prescribed form, from the Members as is deemed necessary to enable it to administer the Plan;
- (e) file all documents and returns as are required by any governmental authority having jurisdiction;
- (f) consult with and obtain opinions, advice and information from any lawyer, auditor, accountant, Actuary or other expert; and
- (g) delegate any and all of its authorities to such agents or employees as it deems reasonable.

Article 14 - Explanation and Disclosure

14.01 Information to be Provided

The Administrator will:

- (a) provide each Employee who becomes a Member with an explanation of both the provisions of the Plan and the Employee's rights and obligations thereunder;
- (b) provide each Member or other person affected by an amendment to the Plan with a notice and explanation of the amendment;
- (c) provide each Member with a written annual statement, outlining the Member's status in the Plan; and
- (d) upon termination of Service, retirement or death, provide a statement to the Member, the Member's Spouse or such other person as appropriate;

all as prescribed under the Pension Benefits Act.

14.02 Inspection of Documents

A copy of the Funding Agreement and other documents prescribed under the Pension Benefits Act may be examined by any Member of the Plan (or by any other individual with an interest in the Plan that is recognised under the Pension Benefits Act) at any reasonable time at the head office of the Company or such other location as may be prescribed under the Pension Benefits Act. The Company agrees to provide copies of such documents to the Union on a timely basis.

Article 15 - Amendment or Termination of the Plan

15.01 Amendment of the Plan

The Company intends to maintain the Plan in force indefinitely but necessarily reserves the right to amend or terminate the Plan, either in whole or in part, subject to the requirements of the Pension Benefits Act, the Income Tax Act and the provisions of any pension agreement with the Bargaining Agent. In such event, the liability of the Company will be limited to the contributions that have fallen due or that are otherwise required under the Pension Benefits Act to the date of amendment or discontinuance.

15.02 Amendments - No Retroactive Reduction in Benefits

If the Plan is amended, any Member or other person's entitlement under the amended Plan in respect of employment prior to the date of amendment will not be less than the person's entitlement at the date of amendment as provided under the Plan. Replacement of the Plan by another pension plan will be considered an amendment to the Plan.

15.03 Distribution of Assets on Plan Termination

Subject to the provisions of the Pension Benefits Act, if the Plan is terminated and not replaced by a new pension plan, the assets of the Pension Fund will be first used to provide the benefits to which the Members are entitled at the date of termination. In the event the assets in the Pension Fund at the date of termination are insufficient to meet all Plan obligations, such obligations will be payable to the extent, and in the priority, as determined by the Company in accordance with the Pension Benefits Act.

15.04 Wind-Up Surplus

If the assets of the Plan are more than sufficient to provide full benefits under the Plan on plan termination, any Surplus will be refunded to the Company, subject to the Pension Benefits Act and the Income Tax Act.

Article 16 - General

16.01 Right of Employees

- (a) Subject to the provisions of the Pension Benefits Act, no Member will have any right or interest, whatsoever, in any portion of the Pension Fund or any right to pension benefits, hereunder, except as provided under the Plan and to the extent that can be financed with the assets of the Plan.
- (b) The establishment of the Plan will not constitute an enlargement of any rights an Employee might otherwise have.

16.02 Non-Alienation of Benefits

Except as provided in Section 16.03, benefits payable under the Plan:

- (a) will not be assigned, charged, anticipated, surrendered or given as security; or
- (b) will not be subject to execution, seizure or attachment.

16.03 Alienation of Benefits on Marriage Breakdown

(a) Support Obligations

Upon the breakdown of the spousal relationship, payments under the Plan are subject to execution, seizure or attachment in satisfaction of an order for support or maintenance enforceable in Ontario or another relevant jurisdiction, in accordance with the Pension Benefits Act.

(b) Division of Property

Upon the breakdown of the spousal relationship, a Member may assign a portion of the Member's benefits and rights under the Plan to a Spouse or former Spouse, within the limits imposed by the Pension Benefits Act.

16.04 Frequency and Timing of Pension Benefits

Unless specified otherwise, payments under the Plan will be payable monthly on the first day of the month in which they fall due. Where such payments are subject to termination or death, attainment of a specific age or loss of eligibility ("benefit termination event"), the last monthly payment will be payable on the first day of the month in which the benefit termination event occurs.

16.05 Information to be Provided Before Company Pays Benefits

Payment of benefits will not be made until the person entitled to payment of the benefits delivers to the Company:

- (a) satisfactory proof of age of the person and other persons who may become entitled to payment of the pension; and
- (b) any other information as may be required to calculate and pay the benefits, including a signed declaration of marital status, if applicable.

16.06 Payment to Minors and Physically or Mentally Handicapped Persons

If, when a benefit becomes payable, the company finds the person entitled to receive the benefit under the Plan is a minor, or is otherwise incapable of giving a valid receipt and release thereof, the payment may be made to:

- (a) the guardian, committee or other legal representative of the person; or
- (b) a court or authorised government agency of the jurisdiction to which the person is subject,

for the credit of such person, in accordance with the laws of the jurisdiction governing such payment, in complete discharge of liability under the Plan for such payment.

16.07 Use of Company Records

Where the records of the Company are required to be used for purposes of the Plan, such records will be presumed to be conclusive unless shown beyond a reasonable doubt to be in error.

16.08 Limitations of Liabilities

Notwithstanding anything in the Plan to the contrary, the Company will not be liable to any person whatsoever because of any acts, omissions to act, mistakes, negligence or errors in judgement either by the Company or of any person appointed or employed by it or providing service to it in connection with its functions hereunder, except for any claims, demands and proceedings arising from any act or omission which is due to wilful misconduct, fraud or lack of good faith by the Company or such persons or any one of them.

16.09 Construction

The Plan will be governed and construed in accordance with the laws of Ontario.

16.10 Currency

All contributions and payments under the Plan will be made in the lawful currency of Canada.

16.11 Direct Transfer of Funds

Notwithstanding anything to the contrary, wherever under the terms of this Plan it is in order for a Member or his/her Spouse to make a direct transfer of funds without withholding tax to a registered retirement savings plan, whether locked-in or otherwise, and where the Pension Benefits Act and the requirements of Canada Customs and Revenue Agency would permit such a direct transfer to another prescribed instrument not specifically referred to this Plan, the Member or his/her Spouse may make such a transfer to such other prescribed instrument by notifying the Administrator accordingly.

Schedule A - Members Who Participated in Plan 8

The Members who participated in the Camco Inc. Pension Plan No. 8 before joining this Plan are listed in this Schedule A of the Plan. Such Members will receive monthly past service pension, in addition to the pension outlined in Section 6.01, equal to:

\$29.00	For retirements before September 21, 2001;
\$32.00	For retirements on September 22, 2001 to April 22, 2002;
\$32.75	For retirements on April 23, 2002 to April 22, 2003;
\$33.50	For retirements after April 23, 2003;

multiplied by the Member's years of Credited Past Service as listed below.

<u>Name</u>	<u>Credited Past Service</u>
Dianne Boyezuk	2.83
Susan Flanagan	4.73
Tom Jackson	3.42
Ed Karkut	7.33
Jeannie MacLanders	7.50
Marjorie Pearce	24.33
Gladys Pluis	1.39
Brian Dennis	6.63
Dave Harris	0.46
Mike Holubeshen	3.42

Schedule B - Special Provisions for Plan 4 Members

B-1 **Purpose**

The provisions of this Schedule B apply to Plan 4 Members for benefit accrual prior to December 11, 1987 at which date Plan 4 was partially wound up.

B-2 **Definitions**

In addition to the definitions set out in Article 1, the following will have the meaning given below for Schedule B only:

- (a) ***Plan 4*** means the Camco Inc. Pension Plan No. 4.
- (b) ***Plan 4 Member*** means a member of Plan 4 who has terminated employment but continues to be entitled to benefits under Plan 4 prior to January 1, 1999.
- (c) ***Interest*** means interest at 2½% per annum to December 31, 1974 and 6% per annum thereafter, compounded annually.

B-3 **Contributions**

A Plan 4 Member was required to contribute to Plan 4 an amount equal to \$2.10 for each full or part week that he/she was employed by the Company and was a member of Plan 4.

B-4 **Amount of Retirement Pension**

(a) **Normal Retirement Pension**

A Plan 4 Member who retires on his/her normal retirement date will receive a monthly pension under Schedule B, commencing on his/her normal retirement date, equal to \$13.25 multiplied by his/her Credited Service under Plan 4.

(b) **Early Retirement Pension**

The early retirement pension payable under Schedule B to a Plan 4 Member who retires within 5 years preceding his/her normal retirement date will be an amount calculated according to Schedule B-4(a) above, reduced by ¼ of 1% for each month by which Plan 4 Member's commencement date precedes his/her normal retirement date.

B-5 **Normal Form of Pension Benefits**

The normal form of pension which is payable under Schedule B for a Plan 4 Member is an annuity payable in equal monthly instalments for the life of Plan 4 Member and in any event for a period of not less than 60 months.

B-6 **Death Benefits**

Death Before Retirement

If a Plan 4 Member dies before pension commencement, the death benefit payable to the Beneficiary is a refund of Plan 4 Member's contributions, if any, with Interest.

Death After Retirement

If a Plan 4 Member dies after pension commencement, the death benefit payable to the Beneficiary will be the remainder of the 60 monthly pension payments, if any.

Schedule C - List of Camco Members with Plan 7 Schedule II
Contributions as at October 18, 2000

Name	SIN	Current Plan	Comment
Robert Bergeron	211256342	1 type 2	Plan 7 required contribution; became MP effective 1.1.92
Gervais Pipon	434487971	1 type 2	Plan 7 required contribution; became MP effective 1.1.92
David K. Ormerod	410738074	2	Plan 7 CWI at 31.12.99 = 1,240.32 Plan 7 Schedule II pension = 51.80 p.a.
Joseph Lawton	409794369	7	Plan 7 CWI at 31.12.99 = 2,109.12 Plan 7 Schedule II pension = 94.64 p.a.
Ralph Pegg	411845100	7	Plan 7 CWI at 31.12.99 = 1,420.69 Plan 7 Schedule II pension = 63.22 p.a.
Peter Robertson	433583044	7	Plan 7 CWI at 31.12.99 = 459.47 Plan 7 Schedule II pension = 19.91 p.a.
Edward Simmons	429579691	7	Plan 7 CWI at 31.12.99 = 602.50 Plan 7 Schedule II pension = 28.18 p.a.
Ernest Todd	400681169	7	Plan 7 CWI at 31.12.99 = 852.09 Plan 7 Schedule II pension = 39.20 p.a.

PLEASE NOTE:

File Path: I:\01\camco\ar&text\plantext#7(draft5).doc

Prepared by: Farida Samji

Prepared for: CAMCO INC.

Consultant: Rob Stapleford

Billing no.: CAM140-11

Updated on: October 19, 2000 – Jean Laduke
November 20, 21 - JL
January 17 & 18, 2001 – JL
May 17, 2001 – JL
May 31, 2001 – JL
Sept. 27, 2001 – JL