

**COLLECTIVE AGREEMENT**

Between

**EXIDE CANADA INC. BATTERY DIVISION**

(Hereinafter referred to as "The Company")

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (C.A.W.),**

LOCAL 252

(Hereinafter referred to as "The Union")

March 1, 1998 - February 28, 2001

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Article 1  
**RECOGNITION**

As a formal declaration of its obligations under the Labour Act, the Company herein states its recognition of the Union as the exclusive collective bargaining agent of all employees in York Region of Exide Canada Inc., Battery Division for whom the Union has been certified, as the bargaining representative by the Minister of Labour, but excluding from such recognition, foreman, persons above the rank of foreman, office staff and laboratory technicians.

Article 2  
**BARGAINING UNIT**

**2.01** This Agreement is entered into by the Company and by the Union on behalf of those employees employed by the Company in York Region, for whom the Union is duly certified representative for purposes of collective bargaining, regarding wages, hours and other conditions of employment.

**2.02** **TRANSFER OF WORK**

If by reason of the obsolescence of a plant or distribution centre engaged in manufacturing operations or the inadequacy of the plant's or distribution centre's capacity to meet the needs of its market, the Company transfers the operations thereof to a new plant or distribution centre that it acquired for the purpose, it will offer work opportunity in the new plant or distribution centre to employees of the old plant or distribution centre in the number needed to perform the transferred operations in the new plant. If by reason of destruction of a Plant or distribution centre by fire, flood or similar act of nature the Company transfers the operations thereof to a new plant or distribution centre that it acquired for the purpose, it will offer work opportunity in the new plant or distribution centre to employees of the old plant or distribution centre in the numbers needed to perform the transferred operations in the new plant. Employees so transferred will carry with them the ranking for seniority they had in the old plant or distribution centre. These provisions apply only within the geographic boundaries of the Province of Ontario. The Company will recognize the existing Collective Agreement for the new location.

**2.03** **SUPERVISOR'S DUTIES AND NON-BARGAINING UNIT PERSONNEL DUTIES**

All Foremen, Assistant Foremen, and Supervisors, and other plant personnel outside of the bargaining unit, shall act as such during the entire twenty-four (24) hour period of any day, and no Foreman, Assistant Foreman, or Supervisor, and other plant personnel outside of the bargaining unit, shall perform the work of any **EMPLOYEE** in the place of such **EMPLOYEE** during such twenty-four (24) hour period. Any complaint arising under this Section shall be taken **up** by the unit bargaining committee with the Plant Superintendent, or Manager, Human Resources, where appropriate.

Article 3  
**CONTRACTING OUT**

The Company recognizes the desire of the Union that the Company shall refrain from contracting out work that is the same or substantially the same as the work normally performed by employees in the bargaining unit. However, the Union recognizes that there may be conditions where it is proper for the Company to contract work out. When any work is contracted out the Company will so advise the Committee Chairman, however the advising of the Committee Chairman is not required where the contractor is being engaged in an emergency situation not to exceed two (2) working days or less, provided, however that in such circumstances no seniority employee who customarily performs the work in question shall be laid off. This Article shall not be used for the purpose of denying overtime opportunities to bargaining unit employees.

In no event, except in cases beyond the control of the Company, such as an explosion or other disaster or catastrophe, shall any maintenance seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor. In the event of the exceptions mentioned herein, the Company shall make every effort to use maintenance employees wherever possible when there is work available to match their skills.

Article 4  
**EQUAL EMPLOYMENT**

The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives with respect to any employee because of his membership in, or connection with the Union.

The Company and the Union agree that it will not discriminate against employees in respect to their training, upgrading, promotion, transfer, lay off, discharge, or otherwise because of race, creed, colour, sex, national origin, or because of membership in the Union.

For the purposes of this Agreement it is understood that the term "he" includes the female gender.

Article 5  
**UNION SECURITY**

Employees covered by this Agreement shall be required as a condition of continued employment, to become and remain members of the Union. Employees hired after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment, to be members of the Union at the conclusion of their probationary period.

**5.01**      **CHECK-OFF**

Subject to the conditions hereinafter set forth, during the lifetime of this Agreement, the Company agrees to deduct from the pay of all seniority employees covered by this Agreement, Union dues for each particular calendar month. If the employee does not have sufficient pay accrued at the time deduction is to be made, then the Union dues shall be deducted from the next pay period in that same calendar month in which the employee does have sufficient pay accrued for the purpose. The Company shall remit the dues as aforesaid, not later than the fifteenth (15th) day of each month following the month of such deduction, to the Financial Secretary of the Union. The Company will supply the Union with a list of employees from whom deductions were made. The Company shall have no responsibility to collect past due Union dues, but the Company may, at its discretion, do so.

Anything to the contrary contained herein notwithstanding, in order that the Company may have definite instructions as to what amounts are to be deducted for the above purposes, it is agreed that the Union shall promptly notify the Company, in writing, over the signature of the Financial Secretary for the Union, as to the deductions to be made by the Company for regular monthly Union dues and the Company shall have the right to continue to rely on such written notification as to the amount to be deducted until it receives other written notification from the Union signed with the same formality. The Union agrees to defend and hold the Company completely harmless against all claims, demands and expenses, should any employee at any time contend and claim that the company has acted wrongfully and illegally in making such check-off deductions.

During the life of this Agreement, the Company agrees to deduct Union dues, initiation fees, levied by the National Union and Local Unions or unit of Local Union upon members, in accordance with the constitution and by-laws of the Union, from the pay of each employee.

In the case of employees rehired, or returning to work after lay off or leave of absence, or being transferred back into the bargaining unit, deductions will be made for membership dues as provided herein.

Any employee whose employment is terminated or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, lay off, sick leave or retirement shall cease to be subject to check-off deductions beginning in the month immediately following the month in which said termination or transfer occurred or seniority was thus broken. Local management will notify the Local Union following the end of each month of the names of such employees and will designate the reason each such employee ceased to be subject to check-off.

**5.02**      **PLANT COMMITTEE**

The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee herein referred to as "The Committee" consisting of

not more than seven (7) employees, one of whom shall be designated as a Chairman. Each member of the Committee shall have seniority with the Company and shall be a regular employee of the Company during his term of office. When the bargaining unit exceeds two hundred and fifty (250) members, the Union may have one (1) additional committeeman.

Four (4) Committeeman, plus the Plant Chairman, shall be elected from zones within the plant selected to ensure uniform representation. These four (4) Committeemen, and Plant Chairman, shall be scheduled to day shift. These Committeemen shall be retained and normally work in their respective plant area of representation regardless of seniority so long as there is work they are willing and able to do.

When a Committee member is the junior man in the department, and there is a reduction in the department, such committeeman shall stay on his job and the next junior man will be displaced.

One (1) Committeeman shall be elected for the afternoon shift, and one (1) shall be elected for the night shift. Such Committeemen hold their position only while on the shift in question.

The Company will recognize and deal with the Plant Committee on contract negotiations, any matter properly arising out of this Agreement, and the said Committee will co-operate with the Company in the administration of this Agreement.

The privilege of Committee Members to leave work without loss of pay to investigate and/or handle grievances or attend meetings with management, including time actually spent in contract negotiations, is granted under the following conditions:

1. The time shall be devoted to the prompt handling of grievances as provided for in this Agreement.
2. No more time shall be used than is actually necessary. Each Committeeman will notify his Foreman when he leaves or returns to his job because of processing grievances. If it is necessary, in order to maintain production, he will wait for a replacement. A replacement will be provided without delay, except in unusual cases, in such cases it will be within the hour.
3. The times away from production work shall be reported in accordance with the time keeping methods of the department in which the Committeeman is employed, and paid at the rate (including bonus for incentive jobs) actually paid on the day in question at the employee's current applicable average for work that day. As part of the orientation procedure for new employees, such employees shall be introduced by their Supervisor to the applicable Zone Committeeman.

The Company shall be informed in writing by the Representative of the Union of the names of the Members of the Committee for the plant and also of any changes that may take place from time to time in such Committees.

**5.03 C.A.W.-T.C.A. REPRESENTATION**

After due notice to the Company the Union shall have the right to have either the National Representative having jurisdiction and/or Local Union President of the C.A.W-T.C.A present at any meeting of the Shop Committee and the Management.

Article 6  
**MANAGEMENT RIGHTS**

The Union recognizes that the Company maintains the sole and exclusive right to manage its business in such manner as the Company shall determine to be in the interests of its management, its employees and customers, subject only to those expressed provisions of this Agreement which specifically limit or qualify this right. The Company's right to manage its business includes, but is not limited to, the right to hire, assign, direct, discipline, suspend, or discharge for just cause or to lay off employees because of lack of work or other legitimate reasons; to establish initial standards and qualification for employment; to make and enforce rules and regulations not inconsistent with the provisions of this Agreement; to increase or decrease the working force; to introduce or substitute equipment; to create or abolish jobs; and to establish from time to time reasonable work rules and standards. The exercise or non-exercise of rights retained by the Company shall not be deemed to waive any such right or the right to exercise them in some other way in the future. Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement, and then only to the extent abridged or modified by this Agreement, and then only to the extent abridged or modified.

Article 7  
**HOURS OF WORK**

**HOURS OF WORK**

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

**7.01 DEFINITION OF WORK DAY**

The "basic work day" is eight (8) consecutive hours of work in the twenty-four (24) hour period.

**7.02 DEFINITION OF WORK WEEK**

The basic work week shall consist of forty (40) hours per week, comprised of five (5) days, Monday to Friday.

**7.03 WORK SCHEDULE**

The Management will endeavour to arrange regular shifts and work schedules mutually satisfactory to both parties, and will not make indiscriminate changes to such schedules.

Management will not stagger shift starting times for the purpose of avoiding overtime. No change in any starting time shall be made unless it is made effective on the first work day of the work week and unless notice **is** given to the Union and the affected employees prior to the end of their last shift of the prior work week.

**7.04 DAY OF SHIFT**

A shift will be considered as worked on the calendar day on which it begins, unless mutually agreed otherwise.

A shift that begins at 12:00 midnight will be considered as the third (3rd) shift of the day before.

**7.05 DEFINITION OF SHIFTS FOR APPLICATION OF SHIFT DIFFERENTIALS**

A shift starting on or after 5:00 a.m., but before 10:00 a.m., is the first (1st) (or day) shift.

A shift starting on or after 10:00 a.m., but before 6:00 p.m., is the second (2nd) (or afternoon) shift.

A shift starting on or after 6:00 p.m., but before 5:00 a.m., is the third (3rd) (or night) shift.

**7.06 HOURS OF WORK**

**THREE SHIFT OPERATION**

7 am - 3 pm  
3 pm - 11 pm  
11 pm - 7 am

**TWO SHIFT OPERATION**

7 am - 3:30 pm  
3:30 pm - 12:00 midnight

**7:07 STARTING TIME**

The Management shall give each Plant Committee a scheduled starting time for each shift. Thereafter, no change in any starting time shall be made unless it **is** made effective on the first workday of the work week and unless notice thereafter is given to the Committee and the employees affected prior to the end of their last shift of the prior work week. When the starting time of the shift is



changed in the foregoing manner, it shall continue for not less than one (1) week, except at the request of the employees, or to continue the practice of alternating starting time to accommodate the taking of physical inventory.

**7.08 REPORT IN PAY**

Employees who are required to and do report for work at the plant at their scheduled starting time shall be put to work for at least four (4) hours and if not put to work shall receive four (4) hours pay at the employees base rate.

**7.09 CALL OUT PAY**

An employee who is recalled after leaving the plant, Monday through Friday, will be given up to four (4) hours of work or four (4) hours of pay at time and one-half. Double time will be paid on Sunday.

**7.10 RELIEF PERIODS**

There shall be a fifteen (15) minute rest period twice per full shift for all employees except those scheduled to operate on an uninterrupted basis. It is understood that all work except uninterrupted operations will be suspended during such rest period. In the case of incentive employees, the rest period allowances are included in the incentive rates.

Employees working on a three (3) shift operation will receive a 20 minute paid lunch period. Employees working other than a three (3) shift operation will receive a 30 minute nonpaid lunch period.

**7.11 WASH UP**

1. Wash up time of twelve (1 1/2) minutes prior to the end of the shift will be allowed all employees.
2. Wash up time of six (6) minutes prior to lunch will be allowed all employees.
3. On all incentive operations, wash up time during shift hours shall be included in the incentive rates. Wash up time after shift hours will be paid at the prevailing day rate at time and one-half.

**7.12 CONTINUOUS OPERATION**

- a) An employee engaged in continuous seven-day operations will not be paid premium pay for work on Saturday and Sunday, as such, but will be paid time and one-half for hours worked on the first day of his two (2) scheduled days off in his scheduled work week. If he is scheduled to work six (6) days, then the unscheduled day in his scheduled work week shall be double time pay for all hours worked on that day. The scheduled work week for all continuous operations shall be Monday through Sunday. The Company will furnish the

Union with written advance notice of its intention to place any new operations, the nature of which makes seven-day continuous operations a requirement, onto such a schedule.

- b) Employees working on continuous seven-day operations who work on one of the foregoing holidays which falls on one of their regularly scheduled work days shall not receive holiday pay but shall be paid double time for the hours worked. However, if the employee works on a holiday which falls on his scheduled day off, he shall receive holiday pay and double time for hours worked.
- c) The Company will not extend its present use of continuous seven-day operations without the prior written approval of the Local Union, such approval shall not be denied unreasonably.

Article 8  
**OVERTIME & EQUALIZATION**

This Article is intended to provide the basis for computing overtime. Payment of any premiums under this Agreement whether overtime or otherwise, shall not be duplicated for the same hours worked. To the extent that hours are compensated for at an overtime rate under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provisions of this Agreement.

The Union agrees when overtime is scheduled that it will not discourage employees from working the overtime. Whenever the Company requests employees to work overtime, employees so requested shall co-operate with the Company. The opportunity to work overtime within a department shall be offered to and equalized amongst employees normally engaged in the work in so far as is possible subject to the following conditions:

- a) Overtime will first be offered to employee(s) with the least amount of accumulated overtime hours within the classification within the department if applicable.
- b) In the event there are insufficient volunteers for overtime as above, employees within the department who are able to perform the work will be offered the opportunity to work overtime.
- c) Scheduled opportunity for overtime not filled in accordance with A & B above will be filled by employees selected on the basis of ability to perform the normal requirements of the job and where practicable the least amount of overtime hours for the purposes of equalization.
- d) All overtime hours offered, whether worked or refused, shall be recorded for purposes of overtime opportunity.
- e) Hours shall be recorded based on hours paid or hours which would have been paid had the employee(s) worked the hours which were offered.
- f) Hours worked outside an employee's home department shall be recorded as worked within the home department for equalization purposes.

- g) Overtime records shall be posted within the department and shall be updated on a weekly basis.
- h) The Union will be given a copy of the overtime records for each department as they are updated on a weekly basis.
- i) When an employee is absent for any reason the employee forfeits any right to such distribution of overtime for the period of time involved in such absence. Overtime if available to employees who are absent will be recorded as having the opportunity to work.  
Scheduled hours of overtime on Saturday's, Sunday's & Holidays (Statutory) will not exceed 12.0 hours in a day except in emergency situations. So far as is practicable, overtime will be equalized within a three (3) month period.
- j) In a bid or bump situation an employee transferred into a department, for equalization purposes, will assume to have the average hours of overtime in the classification within the department.

There shall be **no** duplication or pyramiding of overtime or premium pay.

The Company will not schedule overtime to avoid the recall of employees unless there would not be enough work to keep the recalled employees working for at least two (2) months. The Company recognizes the desirability of full work weeks.

**8.01 DEFINITION OF REGULAR STRAIGHT TIME HOURLY-RATE**

The "regular straight time hourly rate" means an employee's straight time hourly base rate, and applicable shift premium if any.

**8.02 DEFINITION OF DAY**

A "day" for the purpose of overtime calculation is a twenty-four (24) hour period beginning with the start of an employees shift.

**8.03 HOURS WORKED IN EXCESS OF EIGHT (8) PER-DAY**

One and one half (1 1/2) times the regular straight time hourly rate of pay shall be paid for hours worked in excess of eight (8) hours in any one (1) day.

**8.04 HOURS WORKED IN EXCESS OF TEN (10) PER DAY**

Two (2) times the regular straight time hourly rate shall be paid for hours worked in excess of ten (10) hours on any one (1) day.

**8.05 PRE-SHIFT OVERTIME**

Employees who are scheduled or called to begin work prior to their regular shift starting time shall receive one and one half (1 1/2) times their regular straight time hourly rate of pay for the first two (2) hours worked, and double time thereafter for hours worked prior to their regular shift starting time.

Pre-shift overtime will not apply unless eight (8) hour regular shift is completed. Failure to complete regular shift unless excused by the Company, such as an emergency, or the employee is sent home by the Company for reasons beyond his control the employee will receive premium time.

**8.06**     **EXCEPTIONS TO DAILY OVERTIME**

When an employee is permitted by Management to change from one shift to another at his own request, and the new shift starts within the same twenty-four (24) hour period as his preceding shift, overtime provided under Section 8.03 and 8.04 will not be paid. However, the starting time of the new shift will start a new twenty-four (24) hour period for the purpose of determining overtime.

**8.07**     **SATURDAY WORK**

One and one half (1 1/2) times the regular straight time hourly rate of pay shall be paid for the first eight (8) hours worked and two (2) times the regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8), except where the regular Friday shift extends over into Saturday morning.

**8.08**     **SUNDAY WORK**

An employee shall receive two (2) times his regular straight time hourly rate for all hours worked.

**8.09**     **STATUTORY HOLIDAY**

An employee shall receive two (2) times his regular straight time hourly rate for all hours worked. In addition he will receive holiday pay (if eligible) as outlined under Article 14 vacation.

Article 9

**WORK, STANDARD, TIME STUDY,  
MTM OR OTHER QUALIFIED  
METHOD, AND WAGES**

**9.01**     The Company will develop and implement during the terms of this Agreement, a one for one incentive system, the base rate for which are listed in Schedule "A". The incentive system provides the earning opportunities set forth in Schedule "A" for the average experienced incentive employee working at normal effort.

Above average experienced incentive employees, when working at incentive effort, will be able to exceed such earning opportunities. With respect to the earning opportunities shown in Schedule "A", the incentive earning opportunity represents 100% of the incentive base rate. All cost of living and general wage improvements will be factored into the incentive base rates at 100%.

It is agreed that employees are responsible for keeping machines in the best possible operating condition. **All** downtime allocations must be timed punched and approved by the Supervisor. Failure to operate the equipment in **an** efficient manner will not be approved. Approved down time will be paid at the established base rate for the respective classification.

When it is deemed appropriate to pay average earnings, such as stock trouble, excessive handling of material for which he is not at fault, average earnings will be paid calculated on the basis of the employees previous one (1) week straight time earnings (including incentive). This provision is not intended to disentitle employees to legitimate down time.

## **9.02     **STANDARDS****

The Company agrees to restudy and, if necessary, retime any operation on which there is a dispute over the standard. **If** the Union requests, jobs will be retimed as soon as possible, but in no event later than thirty **(30)** calendar days after start **of** production under the standard. In the event that a standard is still in dispute after this the Union will have the right to call in a National Union time study man to study the job in dispute and meet with a representative of the Company's Time Study Department to discuss and compare their studies.

Standards still in dispute after the above procedure has been followed may be restudied by an impartial time study man to be selected by mutual agreement. Such impartial time study man must be currently employed with a reputable and nationally organized independent engineering concern, or other comparable engineering organization. Such time study man must be a fully qualified time study engineer, whose present principal occupation is that of a practicing time study engineer. His decision will be accepted as final by both parties to the Agreement.

The fees and expenses of the impartial time study man will be borne in accordance with the terms of Article 18 of the arbitration procedure heretofore set forth. The Company will be deemed the loser only in the event that the impartial time study arbitrator rules that the disputed standard must be decreased by more than 5%. If the Union does not elect to submit a time study dispute to **an** impartial time study man within sixty (60) days after a time study is established, then the time study shall be deemed acceptable and beyond further argument or discussion. The arbitrator shall have authority to make the grievance whole.

## **9.03     **NEW JOB STANDARDS****

On new jobs where no standard has been set, the base rate will be paid for a maximum of two **(2)** months. When a job is to be studied, or MTM, or other qualified method, the operator who normally runs the job will be studied and he will give the effort required in order to make a proper evaluation. The operator and his Department Committeeman will be notified in advance of the taking of the study and a piece rate established as soon as the method of operations has been established.

If a standard is not established by this time, average earnings will be paid based on a comparable job.

When a standard is established the difference will be adjusted retroactively for all hours worked. Notice of date of entry will be supplied to the Committee.

The Union agrees that it will co-operate fully in efforts to achieve acceptance of proper standards and to reduce the occasions for payment of the base or downtime rates.

**9.04 INCENTIVE SYSTEM**

A revised incentive system, incorporating a production/earnings curve with a ratio of one for one has been installed. These standards include personal and fatigue allowances of not less than 10% as well as all other allowances provided in the supplement. The effort required to attain FULL incentive is the same although actual production standards may vary. The incentive earnings opportunity level is defined at 100%, and the "base" and "add on" rates are no longer applicable.

**9.05 GRIEVANCE**

If a grievance is filed on a work standard, a Committeeman, will have the right to examine all of the time study data on MTM, or other qualified methods, in the Company files pertaining to the work standard on which the grievance is filed. The Company will maintain up-to-date files on each job in the plant. The Chairman of the Shop Committee or the Department Committeeman may be present at any re-timing because of a protest of the previous standard, for long enough to reasonably observe the job is operating.

**9.06 STANDARD CHANGES**

The Company will continue its present administration of the one for one incentive system as it has in the past. This includes the right to change the standard as required. Should a need develop to discontinue one for one or install a program different than one for one for the direct labour employees, the Company will do so only after giving the Union ninety (90) days notice.

Article 10

**SHIFT PREMIUM**

**10.01** Employees regularly assigned to and who work the second shift shall receive a premium calculated at 3.0% of the respective base rate for their classification. Employees regularly assigned to and who work the third shift shall receive a premium calculated at 3.5% of the respective base rate for their classification. Overtime hours worked which extend into another shift will be deemed to have been worked on a previous shift for the purpose of this Article.

Article 11

**JURY DUTY**

- 11.01** An employee with seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages (excluding night shift premium) the employee otherwise would have earned by working during straight time hours for the Company on that day and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Company.

Should an employee be required to attend as a jurist for a period in excess of sixty (60) days, wage continuation will be reviewed on an individual basis. In order to receive payment, an employee must give Management prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. These provisions are not applicable to an employee who, without being summoned, volunteers for jury duty.

Article 12

**BEREAVEMENT PAY**

- 12.01** When death occurs in his immediate family (mother, father, wife or child) and where appropriate such relatives of the employee's spouse, an employee, on request will be excused for up to four (4) days consecutive work days, one of which will be the day of the funeral, provided he attends. An employee, on request will be excused for up to three (3) days consecutive work days, one of which will be the day of the funeral, provided he attends, when death occurs in the immediate family (grandmother, grandfather, grandchildren, brothers, sisters, stepmother or father, stepbrothers or sisters) and where appropriate such relatives of the employee's spouse.

After making written application thereof, the employee shall receive pay for any scheduled hours of work up to eight (8) hours per day for which he is excused. Payment shall be made at the employee's regular rate in the case of an incentive employee will be paid base rate. Should an employee elect not to attend the funeral, for whatever reason, he/she will be paid for only one (1) day at the rate mentioned.

Article 13

**COST OF LIVING ALLOWANCE**

- 13.01** **COST OF LIVING ALLOWANCE**
1. The Company and the Union agree that during the life of this contract the hourly rates and earnings will not be changed. (The provisions of the Agreement regarding time study grievances, new base rates and restudied jobs are not nullified by this statement.)

2. From and after the effective date of this Agreement and until February 28, 2001, the straight time hourly rates and earnings shall be considered to be the current straight time hourly rates, plus any adjustment due to the cost-of-living allowance in effect at the beginning of the pay period.
3. All employees covered by this Agreement shall be subject to the following Cost-Of-Living Formula determining the Cost-Of-Living Allowance (herein after referred to as COLA) as set forth below:
  - a) COLA will be determined in accordance with changes in the Dominion Bureau of Statistics Consumer Price Index (1986 = 100), hereafter referred to as the Index.
  - b) The equivalent of one cent (1¢) per hour increase for each .1077 change in the Index be paid.
  - c) COLA payments will be calculated each quarter starting with a payment on March 1, 1998, for the increase in the January Index compared to the October Index. The next payment calculation will be June 1, 1998 for the increase in the April Index compared to January Index. Such payments will continue in September 1, 1998, December 1, 1998, March 1, 1999, June 1, 1999, September 1, 1999, December 1, 1999, March 1, 2000, June 1, 2000, September 1, 2000, December 1, 2000.
  - d) The COLA adjustment will be made **up** or down if and as required each quarter provided however that in no event will a decline in the Consumers' Price Index below the base established as of March 1, 1998, provide the basis for further reduction.
  - e) The amount of any COLA in effect at the time shall be included in computing overtime premium, night shift premium, holiday payments, call-in-pay, and vacation payments.
  - f) The Cost-Of-Living Allowance in case of employees on an incentive basis of pay shall be added to each employees hourly earned rate, and will be adjusted up or down each three months in accordance with the above.

#### Article 14

#### **PLANT HOLIDAYS**

- 14.01** Hourly rated and incentive employees shall be paid for the holidays hereafter listed, provided they meet all of the following eligibility rules:
- a) the employee has been in the service of the Company for at least ninety (90) days as of the date of the holiday, and
  - b) the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and



- c) the employee must have worked on the qualifying day hereinafter specified for each holiday as follows:

<u>1998</u>	<u>HOLIDAY</u>	<u>DATE OBSERVED</u>	<u>QUALIFYING DATE</u>
1.	GOOD FRIDAY	APRIL. 10	APRIL 09
2.	EASTER MONDAY	JAN. 02	JAN. 05
3.	VICTORIA DAY	MAY. 18	MAY. 19
4.	CANADA DAY	JULY. 03	JULY. 06
5.	CIVIC HOLIDAY	AUG. 03	AUG. 04
6.	LABOUR DAY	SEPT. 07	SEPT. 08
7.	THANKSGIVING	OCT. 12	OCT. 13
8.	CHRISTMAS DAY	DEC. 25	DEC. 23
9.	BOXING DAY	DEC. 24	
10.	FLOATER	DEC. 28	-
11.	FLOATER	DEC. 29	
12.	FLOATER	DEC. 30	-
13.	FLOATER	DEC 31	
14.	NEW YEAR'S DAY	JAN. 01	JAN. 04

<u>1999</u>	<u>DATE HOLIDAY</u>	<u>QUALIFYING OBSERVED</u>	<u>DATE</u>
1.	GOOD FRIDAY	APRIL. 02	APRIL. 01
2.	EASTER MONDAY	APRIL. 05	APRIL. 06
3.	VICTORIA DAY	MAY. 24	MAY. 25
4.	CANADA DAY	JULY. 02	JULY. 01
5.	CIVIC HOLIDAY	AUG. 02	AUG. 03
6.	LABOUR DAY	SEPT. 06	SEPT. 07
7.	THANKSGIVING	OCT. 11	OCT. 12
8.	CHRISTMAS DAY	DEC. 24	DEC. 23
9.	BOXING DAY	DEC. 27	
10.	FLOATER	DEC. 28	
11.	FLOATER	DEC. 29	-
12.	FLOATER	DEC. 30	
13.	FLOATER	DEC. 31	
14.	NEW YEAR'S DAY	JAN. 03	JAN. 04

<u>2000</u>	<u>HOLIDAY</u>	<u>DATE OBSERVED</u>	<u>QUALIFYING DATE</u>
1.	GOOD FRIDAY	APRIL. 21	APRIL. 20
2.	EASTER MONDAY	APRIL. 24	APRIL. 25
3.	VICTORIA DAY	MAY. 22	MAY. 23
4.	CANADA DAY	JUNE. 30	JUNE. 29
5.	CIVIC HOLIDAY	AUG. 07	AUG. 08
6.	LABOUR DAY	SEPT. 04	SEPT. 05
7.	THANKSGIVING	OCT. 09	OCT. 10
8.	CHRISTMAS DAY	DEC. 25	DEC. 22
9.	BOXING DAY	DEC. 26	
10.	FLOATER	JAN. 02	
11.	FLOATER	DEC. 27	
12.	FLOATER	DEC. 28	
13.	FLOATER	DEC. 29	
14.	NEW YEAR'S DAY	JAN. 01	JAN. 03

**CHRISTMAS SHUTDOWN QUALIFYING DAY  
AS NOTED ABOVE UNDER  
"QUALIFYING DAY" COLUMN**

1. If day prior missed - lose one day's pay.
2. If day after missed - lose one day's pay.
3. If both qualifying day's missed - lose total holiday pay.

**14.02 BIRTHDAY**

The employee will also receive one (1) day of pay (eight straight hours) for his birthday. The employee may also take the day off if he so chooses. Where a birthday falls on a weekend, the nearest Friday or Monday shall be deemed to be the birthday. If the employee chooses to work, he will be paid as usual (not double time) for working, and get the holiday pay.

**14.03 SUBSTITUTES FOR HOLIDAYS**

Substitutes for holiday provided herein may be made but the substitute holiday and the qualifying day therefore shall be established by agreement between Plant Management and the Union. The only exception to the foregoing eligibility rules are as follows:

- a) Employees with the necessary service with the Company who have been laid off in a reduction of force during the work week immediately prior to or during the work week immediately prior to or during the work week in which the holiday falls, or who have gone on approved sick leaves during the work week immediately prior to or during the week in which the holiday falls, shall receive pay for such holiday.

- b) When the holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.
- c) When the holiday, specified above, falls within an eligible employee's approved vacation period or during a period in which he receives jury duty pay, and he is absent from work during his regular scheduled work week because of such vacation or jury duty, he shall be paid for such holiday.
- d) Otherwise eligible seniority employees who return to work from an approved sick leave during the week in which a holiday falls or during the following week, shall be eligible for holiday pay.

When a weekly indemnity benefit applicable to a holiday has been paid, holiday pay shall be reduced so that the total received for that day shall not exceed his full holiday pay.

- e) An employee eligible under these provisions, will be paid at his regular straight time rate, (in the case of incentive operators, calculated on the employees previous 1 (one) week straight time average hourly earnings including incentive) exclusive of night shift and overtime premium earned on the qualifying day referred to in eligibility Rule 1 (c) for eight (8) hours; except that if an employee works less than the scheduled hours for his shift on the qualifying day referred to in eligibility Rule 1 (c) his holiday pay will be proportionately reduced, unless he promptly presented a legitimate excuse to his Foreman.
- f) An employee who would otherwise be entitled to holiday pay will not be disqualified because of absence the day before or the day after the holiday if the employee has a legitimate excuse or the absence is due to a bereavement leave.
- g) A legitimate excuse shall include and be limited to an event beyond the employee's control.
- h) An employee who reports for work the day before or the day after the holiday and is sent home by the nurse or first aid man will not be penalized on holiday pay.
- i) Employees whose work is in necessary continuous seven day operations shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they meet the other eligibility requirements of this procedure for paid holiday time; providing, however, that if an employee works a holiday which falls on his scheduled day off or when such employee is scheduled to work on a holiday and does work, he shall be paid the time worked in accordance with the overtime provisions of the Agreement. If he is scheduled to work, he shall not receive holiday pay as provided herein if the employee improperly absents himself from scheduled work on such holiday.

If an employee, other than one engaged in continuous operations, is scheduled to work and reports to work on the holiday, but is provided with less than eight (8) hours not worked will be paid as holiday pay. (For example, if the employee worked five (5) hours, he would receive triple time for the five (5) hours worked

and three (3) hours at the holiday rate, or a total of eighteen (18) hours pay, provided he otherwise qualified for holiday pay.)

- k) An employee who is scheduled to work on a holiday and fails to report for and perform such work shall not receive holiday pay.
- l) In applying this procedure when any of the above enumerated holidays fall on a Sunday and the day following is observed as the holiday by the provincial or federal governments, it shall be paid as such a holiday.

#### Article 15

### VACATION

Vacation pay will be based on an employees total earnings for the previous twelve (12) month period, January 1 through December 31, or weeks of entitlement whichever is greater, providing the employee has been actively at work **for** a period of at least 300 hours. Any employee who is in the active employ of the Company, laid off, terminated for any reason including a plant closing, retired, or on leave of absence during the previous twelve (12) months ending December 31 shall be entitled to vacation pay, calculated as described here, but the actual payment will not be made until two (2) weeks prior to the time designated by the Company or employee as the vacation period.

#### 15.01 **ELIGIBILITY**

The schedule of payments and time off is as follows:

Six (6) months to one (1) year 4% - one (1) week  
One (1) year to three (3) years 4% - two (2) weeks  
Three (3) years to five (5) years - 4 1/4% - two (2) weeks  
Five (5) years to seven (7) years - 5 1/4% - two **and** one-half (2 1/2) weeks  
Seven (7) years to thirteen (13) years 6 1/4% - three (3) weeks  
Thirteen (13) years to seventeen (17) years - 7 1/4% three and one-half (3 1/2) weeks  
Seventeen (17) years to twenty-three (23) years - 9 1/4% four (4) weeks  
Twenty-three (23) years and over - 10 1/4 - five (5) weeks

Vacation pay cheque stubs will separately indicate total earnings.

Service under 15.01 is defined as years of seniority up to June 1 of the year in which the vacation is taken.

#### 15.02 **IN CASE OF DEATH**

If an eligible employee shall die before the end of the twelve (12) month period, the credit vacation pay of such deceased employee shall be paid to the person designated by such deceased employee as the beneficiary under the group life insurance carried by him under the insurance program.

**15.03 VACATION PAY**

Vacation pay shall be paid not later than the time the vacation is taken provided the Company's notified of such vacation period not later than two (2) weeks previous to the last day worked before vacation. The Company may shutdown a Plant for vacation and such period may be designated by the Company as the vacation period for all employees, including laid off employees, provided notice of the shutdown is given to the Union prior to March 31 of the same year and provided the shutdown is scheduled in July or August. If the Company does not designate a Plant shutdown or vacation, employees shall be allowed to take their vacation when they desire, provided, however, that if the number of employees desiring to take their vacation at the same time is such that it would disturb the normal operation of the Plant, then the employees will be given the opportunity to take their vacations in the order of their seniority.

**15.04 TIME OF VACATIONS**

Every employee who is entitled to a vacation in accordance with the foregoing schedule must take it during the calendar year, except those employees who were on protracted lay off or leave of absence for illness of sixty (60) days or more from the anniversary date of the Plant shutdown or anniversary date of the employee's vacation. An employee on lay off or leave of absence of sixty (60) days or more during the year the year who works during a Plant vacation shutdown shall not be required to take a vacation. If the Company does not schedule a Plant shutdown and certain employees work during the shutdown, then any such employees who are entitled to a vacation who have not taken it by Labour Day must, by the 15th of September, notify their Foreman of the period when they will take their vacations. If they fail to so inform their Foreman, the Foreman must schedule their vacation period at any time between September 15 and December 31. A two (2) week vacation means a two week period or two periods of one week each.

Any employee who is entitled to a one (1) week vacation; and who has not taken it will be scheduled for one (1) week vacation. One (1) week vacation means five (5) scheduled working days off.

Employees with five (5) years or more of service must take at least two (2) weeks of their vacation. Employees with more than five (5) years of service shall be given consideration of their request for total vacation time in a continuous period (including vacation shutdown, if any) in line with their seniority, provided the Company has been notified in writing not later than May 1 of the employees desire in the matter.

**15.05 VACATION CREDITS**

Eligible employees who have been inactive due to compensable industrial illness or injury will, upon their return to work, be considered to have earned vacation pay based on their straight time rate during the calculation year (the previous January 1 to December 31) for any time lost during that year for such reason. Such vacation pay will be paid in the usual fashion.

The Company recognizes the desirability of taking vacations in one continuous period and, as a matter of company Policy, will exhaust all efforts to afford the employee's vacation request when it is greater than the shutdown period. The Company, under no circumstances, will deprive the employee of continuous two week vacation, unless requested or approved by the employee. Each year the employee shall notify the Company, in writing, of their choice of vacation dates, whether split or in a period of consecutive days. Within thirty (30) days thereafter the Company shall reply in writing, to the employee indicating its approval or disapproval of the time selected. Failure to reply by the Company within the thirty (30) day period shall mean approval of the employee's selection. If an employee's choice is disapproved, he may meet with his Supervisor to discuss the matter and arrive at a satisfactory alternate time for his vacation. Employees shall have the time for whatever vacation time they have left from the Plant vacation shutdown for whatever time they so desire, either before or after the vacation shutdown, provided, however, that if the number of employees desiring to take their vacation at the same time is such that it would disturb the normal operation of the Plant, then the employees will be given the opportunity to take their vacations in the order of their seniority. "The maximum number of employees taking vacation over and above the scheduled vacation shutdown will be limited per department at any one time. All requests for vacations over and above the scheduled shutdown must be made by May 1, and as such will be honoured by date of request by seniority." If employees follow the foregoing procedure, they will, prior to the start of their vacation, receive any pay cheque they would have received during their vacation period plus any extra vacation pay compensation to which they may be entitled if they elect such compensation in lieu of vacation time off.

**15.06 JURY DUTY DURING VACATION**

Employees who are summoned and perform jury duty during a designated vacation period will be considered as using vacation unless proof of jury duty service is furnished to the Company within three (3) days of return to work from vacation.

**15.07 PLANT SHUTDOWN**

Should the Company decide not to close down for an annual vacation, both parties will discuss the manning requirements.

Article 16

**SENIORITY, LAY OFFS, PROMOTIONS AND TRANSFERS**

**16.01 SENIORITY**

Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security, based on length of continuous service with the Company.

“Seniority” shall mean length of continuous service in the employ of the Company, except as otherwise herein expressly provided.

Seniority lists will be made up and kept up to date. Changes will be recorded promptly to the Union as they occur, and a new master list will be issued every month to the Union.

**16.02 NEW EMPLOYEES**

1. After completing sixty (60) days of work, probationary employees will be given permanent seniority retroactive to the first day of said period. In the event an employee is laid off work before he has completed sixty (60) days of work and is recalled to work at the Plant, he will be given credit for the time he has already worked with respect to completing sixty (60) days of work. Upon consulting with the Union, and upon agreement with the Union, this time period may be extended to not exceed ninety (90) days in total.
2. When each employee has completed his probationary period, the Company will issue to him notice of his exact starting date with the Company. In cases where two or more employees are hired on the same date, their seniority shall be governed alphabetically according to the original name under which they were hired.
3. New employees on hourly rated jobs will be paid 104 per hour under the established rate for a period of sixty (60) days. New employees on incentive jobs will be paid their incentive earnings or the guaranteed rate, whichever is higher. New employees on non-rated incentive jobs will be paid 104 per hour below the prevailing rate for a period of sixty (60) days unless extended by 1. above. Employees other than new employees on non-rated jobs will be paid the prevailing day rate. The prevailing day rate shall be the rate paid to the material handlers in the Plant.

**16.03 LOSS OF SENIORITY**

An employee who has been or who is hereafter laid off for a continuous period greater than his accumulated seniority at time of lay off but not less than two (2) years in any event, shall be terminated automatically and removed from the seniority list, and shall be so advised, in writing, by the Company. The employee must, within thirty (30) days of the date of the letter, notify the Company, in writing of his desire to be considered for hiring.

If the employee fails to so notify the Company, he loses all right to preferential hiring consideration. Employees who notify the Company, as specified, will be considered for preferential hiring, for a period of one (1) year from the date of their automatic termination. If the employee has not returned to work during such year, he will lose his right to preferential hiring consideration and have no further rights under this Agreement.

An employee shall not lose his seniority and all employment rights for failure to respond to recall notice, unless it was sent by telegram, certified or registered

mail to his last address on file in the Human Resources Department and received by him or by some person living in the same household. However every laid off employee shall keep the Company up to date as to his current address and telephone number. If he leaves town for an extended period of time, he shall notify the Company as to where he may be reached in the event of a recall. The Committee will be notified, in writing, when an employee has failed to respond to a recall notice and will be given five (5) days in which to investigate and report on the matter. An employee with a legitimate excuse except illness, will be given up to 5 working days to report for work on recall. Then the next senior employee who possesses the ability to perform the normal requirements of the job will be recalled by the Company. The employee who could not respond to the recall notice will be afforded the next immediate job opening provided he has not refused the job due to a bumping situation. An employee who is ill at the time of recall will be afforded the opportunity to bump into a job in line with his seniority upon recovery. An employee who has a legitimate excuse will not lose his seniority and employment rights for the purpose of recall.

Seniority shall be terminated for any one (1) of the following reasons:

1. If the employee voluntarily leaves the employ of the Company:
  2. If the employee is discharged for just cause and is not reinstated:
  3. Retirement under any provision of the Pension program:
  4. Absence beyond five (5) working days without properly notifying the Company; then the employee will have been considered to have quit voluntarily, unless circumstances acceptable to the Company prevent such notification.
- N.B. Employees are responsible for notifying the Company as soon as they know they are going to be absent; advance notice, if possible is expected.

#### **16.04 LAY OFF AND RECALL**

In the case of permanent lay off under normal circumstances, four (4) working days' notice will be given to the employees concerned or as required by the Employment Standards Act. Regardless of the circumstances, the Union will be notified before any lay off takes place, and as appropriate the Union will be provided with a list of all employees who have been laid off.

Permanent lay offs and recalls will be made on the basis of plant wide seniority. In all cases of lay off and recall after lay off, the following factors shall be applied:

1. Seniority;
2. Ability to perform the normal requirements of the job



In a permanent lay off an employee will be given the right to prove he has the ability to do the job by working on the job for five (5) days, if he **so requests**, except for certain critical skilled jobs as identified by the Company. If more than one vacancy exists as a result of a lay off the employee at his choice will choose one (1) position to qualify. If the employee cannot prove his ability by the judgement of Management within five (5) days, then he will be laid off.

An employee who is in a lay off situation and elects to bump in to a Floater classification, must be able to perform 4 out of the 7 jobs (or comparable) that the Floater who is being displaced can perform.

Should a temporary position become available due to illness, accident, vacation, leave of absence, and there are employees on lay off the Floater will fill such temporary position for a period up to 30 days prior to re-calling an employee from lay off.

Any employee who is entitled to a position and refuses it, due to a bumping situation the employee will be laid off. Any employee who is laid off under this Article will not be re-called into any position he has refused or has been disqualified.

Employees will be retained, laid off or recalled without strict observance of seniority for purposes of cross training, emergency, experiment, preparing plant tools or equipment for a period not to exceed four (4) working days per Contract year.

Lay offs of a temporary nature will not exceed eight (8) hours in a work week. Students and probationary employees will be laid off first. Employees will not be laid off on a temporary basis providing they have the ability to perform the normal requirements of the least senior job within their shift that the employee can perform. The Company will not use this section to deny employees their rights to exercise Plant seniority in a permanent lay off.

The Company will provide the Chairman of the Shop Committee with a list of all employees who are to be recalled.

#### **16.05 PROMOTIONS AND TRANSFERS**

1. In the event of the creating of a new job or a vacancy caused by death, retirement, quit or discharge within a department, the Company will offer such vacancy **to** all departmental employees possessing the abilities to perform the work in line with their seniority. If any such departmental employee shall accept the vacancy, then his job shall be filled in the same manner.
2. A After all such transfers have been completed, the remaining vacancy shall be posted for two (2) working days unless mutually agreed to by the Union and the Company.

B The job shall be awarded in accordance with the seniority and ability to perform the normal requirements of the job, and the provisions of this section.

C Any non-probationary employee may bid on a job; however consideration to bids will be given in the following order:

- 1) employees with at least six (6) months seniority, who have not been permanently awarded a job bid for at least six (6) months or whose job has been discontinued;
- 2) employees with at least six (6) months seniority;
- 3) any non-probationary employee.

It is understood that the job vacated by the successful job bidder on the initial job vacancy shall be posted. Successive openings created as the result of applications of the above can be filled by transfer or new hire.

D An employee is only entitled to bid twice in any six month period for a vacancy. Any bid not completed because of noncompletion of this period provided by Article 16.05 shall count for this restriction. The Company may, in its discretion, waive this provision.

3. An employee who accepts a job through bid or transfer, as per Section 16.05 (1) or (2) will be given a reasonable period not to exceed ten(10) working days to perform in accordance with the minimum standard requirements of the job. An employee must indicate acceptance or rejection of the job within five (5) days of accepting the job bid or transfer. The Company will advise the employee of his progress within the same five (5) days. Additional time may be granted, upon agreement with the Union if it is evident that the employee is on the verge of successful operation. Failing to satisfactorily perform the work or at the option of the employee, the employee shall be returned to his original job.

4. An employee who successfully bids on another job may be retained on his old job until a replacement is obtained and some fair degree of efficiency attained by the new employee, but no more than ten (10) days from the closing of bid, unless other wise mutually agreed to, in writing, between the Company and the Shop Committee.

A vacancy must exist prior to the transfer of the successful applicant.

5. Temporary jobs or vacancies not exceeding thirty (30) calendar days, excluding vacations, may be filled at the discretion of the Company

Vacancies beyond thirty (30) days shall be filled in the following manner:

- i) offered within the department;
- ii) posted as temporary vacancy.

Once the position has been filled as outlined above, subsequent vacancies will be filled at the discretion of the Company.

6. Where a position becomes available and there is someone in the plant who had the job now available as his regular job the previous year (365 calendar days) but was displaced out of the job in a permanent lay off bumping situation then that employee (the most senior if more than one) returns to the job. Employees on a permanent lay off (if any) will be recalled to the position available in order of their seniority.

**16.06 TEMPORARY TRANSFERS**

An employee transferred to another job for the convenience of the Company will be paid the higher of the two rates including bonus, if the employee spends one hour or more on the new job.

**16.07 TRANSFER OUT OF BARGAINING UNIT**

An employee promoted or transferred out of the bargaining unit who the Company subsequently returns to the bargaining unit will be deemed to have seniority acquired prior to the promotion or transfer. An employee promoted under this section will not be returned to the bargaining unit if their promotion or transfer exceeds ten (10) days.

**16.08 TECHNOLOGICAL CHANGE**

1. When a technological change is to *take* place the Company shall **so** advise the Union as soon as possible in advance of the change or changes. The Company will discuss with the Union relevant issues with respect to staffing and training that **is** to be required and jointly work out a program for any affected employees.
2. Any employee whose job ceased to exist through technological change will be assigned to available work in line with this Article. If no work is available, he will replace the least senior employee in the Plant, whose job he is capable of doing.
3. **An** opportunity will be given **an** employee to return to a short term job obtained through bid, where previous experience gives him the qualifications provided he has retained his bidding rights, and the job re-opens within a one (1) year period.

**16.09 UNION OFFICE APPOINTMENT**

Any employee covered under this contract elected or appointed to a full time or part time office of the **unit**, Local Union or National Union, or their affiliate, shall retain his full accumulative seniority and his job rights, providing he returns to work within ninety (90) days after the expiration of his term of office. Such employee may elect to be covered as an active employee under the group insurance program provided he pays the full premium for his coverage. Pension credits will also be provided under the Pension Agreement to employees elected or appointed **to** Union Office in accordance with the above.

**GRIEVANCE PROCEDURE**

Prior to a written grievance being submitted, any dispute will be discussed:

- a) By the employee and his supervisor;
- b) By the employee, Union Rep., Plant Superintendent, and the employees supervisor.

In the application of this provision, the time limits described in the grievance procedure will be applicable at the point a decision is made.

**STEP ONE**

The employee and appropriate Union Steward or Committeeman shall present the grievance in writing to the Foreman within five (5) days of the facts giving rise to the grievance becoming known to the employee. The Company has the burden of proof as to whether the employee knew or should have known of said facts. The Foreman will reply to the grievance in writing within two (2) working days.

**STEP TWO**

Within seven (7) days of presenting the written grievance to the Foreman the Union may proceed with the grievance by presenting it to the Manager or Superintendent in charge of the department. Said person shall arrange a meeting between himself, the Plant Chairman and the Committee Person involved, or their designates, within three (3) days to discuss the grievance. The griever may be present as may other members of Management. Following the meeting the Company shall give a written reply to the grievance within (3) working days.

**STEP THREE**

Within ten (10) days of the receipt of the reply to the grievance at step two the Union may present the written grievance to the Human Resources Manager. The Human Resources Manager will then arrange a meeting with the Committee, Union National Representative and or Local Union President within five (5) working days. The griever may be present at the meeting. Following the meeting the Company shall give a written reply to the grievance within three (3) working days to the Committee with a copy to the National Representative.

The Union may proceed to arbitration with any grievance that has gone through the grievance procedure and remains unsettled. Notice of arbitration shall be given, in writing, by the Union National Representative, the Local Union President or the Plant Chairperson to the Human Resources Manager within twenty-three (23) days following the receipt of the reply to the grievance at step three.

**A** policy grievance may start at step two within ten (10) days of the event or facts in question.

When the Company suspends, discharges or disciplines an employee involving lost time, it will issue a notice to the employee stating the reasons (who, when, why, what and where). The affected employees will be given the opportunity to meet with one (1) Committeeman or steward and the Committee Chairman before the affected employee leaves the plant. If it is necessary to call the affected employee and/or a Committeeman to the Plant for a meeting they will be paid by the Company at the regular rate (Article 7, Sections 7.08 And 7.09 do not apply).

2. In disciplining an employee, the Company will not consider anything adverse appearing in an employee's record more than one (1) year previously, nor will it discipline on the basis of a falsification of an employment application after a period of one (1) year from the date of hire. The Company will not discipline an employee for falsification of medical information submitted with the application for employment information submitted with the application for employment after a period of one (1) year from the date of hire.
3. A grievance regarding discipline may be started a step two within ten (10) days of the discipline being imposed.
4. Any employee indefinitely suspended will be advised of his status within three (3) working days.

In no event may a retroactive pay claim be made or awarded for a pay adjustment for any period in excess of forty-five (45) calendar days preceding the submission of a written grievance. The Company is similarly limited in correcting any wage overpayment.

The parties may extend the time limits by mutual agreement.

If at any point in the grievance procedure the Company reply is more than two (2) working days late, the Union may request an immediate meeting on the grievance with the Vice-president, manufacturing who shall meet with the Union within one (1) working, day that he is present in the Plant. Such meeting may be considered the 3rd step meeting in regard to the Union's right to proceed. However, the Union remains entitled to the usual 3rd step meeting.

#### Article 18

#### **ARBITRATION**

The arbitrator shall be a person chosen mutually by the Company/Human Resources Department and the C.A.W.

Should such parties fail to agree on an arbitrator within seven (7) days after receiving a list of available arbitrators, the Ministry of Labour of the Province of Ontario will be asked to nominate an arbitrator.

The decisions of an arbitrator constituted in the above manner shall be binding on both parties.

The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with wages or rate of pay.

The parties shall split the arbitrator's fees and expenses.

The Company shall pay for any lost regular time wages for up to two (2) Employee Union Officials and for the grievor to attend at the arbitration hearing.

#### Article 19

### **LEAVE OF ABSENCE**

#### **SHORT TERM**

Employees may request a leave of absence for a period not to exceed five (5) days on application to his/her supervisor.

#### **LONG TERM**

Employees requesting leave of absence beyond five (5) days, not to exceed thirty (30) days may be granted, beyond thirty (30) day to a maximum of sixty (60) days, may also be granted. Reasons for denying leaves of absence will be set forth in writing by the Company to the Union and employees involved.

All leave of absence requests must be in writing on forms provided by the Company stating reasons for the request, and duration of same.

These forms must be presented to the employees supervisor at least four (4) weeks prior to the starting date of such leave, except in the case of an emergency.

The application for leave of absence will be reviewed by the Company, and returned to the employee within two (2) weeks from receipt.

#### **MATERNITY LEAVE**

- i) An employee shall be granted a leave of absence for pregnancy as recommended by the employee's physician responsible for her care.
- ii) Insurance continuation for leave of absence for pregnancy will be treated like insurance continuation **for** any other approved medical leave under the Insurance Agreement.
- iii) Pregnancy benefits under **S & A** will be treated like any other temporary disability.

**PERSONAL EDUCATIONAL LEAVE**

A leave of absence for a period not to exceed one (1) year, without **loss** of seniority, may be granted an employee in order to attend a recognized College, University or Trade or Technical School full time provided the course of instruction is related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the College, University or School has accepted him as a student and on the expiration of each semester or other school term shall submit proof of attendance during such term. Such leave may be extended for additional periods not to exceed one (1) year each.

**C.A.W. EDUCATION LEAVE**

The Company agrees to pay into a special fund two cents (**24**) per hour, per employee, for the purpose of providing paid education leave for upgrading the employee's **skill** in all aspects of Trade Union Functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. The Company has no responsibility or liability with respect to this program after payment of such monies on a quarterly basis to the Union's Trust Fund.

The Company further agrees that no more than two (2) members of their bargaining unit (three (3) if the bargaining unit employment exceed 300 people for any (2) consecutive months) selected by the Union to attend such courses, will be granted a leave of absence without pay for a maximum of twenty (20) days times per person during any one (1) calendar year. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave. The Union must notify the Company, in writing, in advance which employees will be on leave and for how long, two (2) weeks prior to the commencement of such leave.

**LEAVE FOR UNION BUSINESS**

Members of the Union elected to Union positions or selected to do work for the Union which takes them from their employment with the Company, will be granted temporary leave of absence covering such periods.

If an employee wishes to return to work prior to the expiration of his leave of absence, he may do so by advising the Human Resources Department at least three (3) days in advance.

Article 20

**SAFETY, SANITATION AND HEALTH**

**20.01** The Company and Union agree to actively promote measures to assure the health and safety of all employees and the Company further agrees to make adequate provision for the safety and health of all employees.

The Company will make every effort to comply in a timely manner with all legislation pertaining to occupational health and safety. The parties agree to work and abide with O.H.S.A. as in effect January 1, 1996.

Protective devices and other equipment necessary to protect the employee from injury, or safeguard their health, will be provided by the Company and all employees will abide by the safety rules and regulations. No employee will be required to operate or use any machine, tool or other equipment that is not safe and in good working order.

The Company agrees to notify in advance the joint Health and Safety Committee when the Company intends to replace or acquire Company supplied safety equipment or protective devices. In such circumstances the joint Health and Safety Committee will be afforded the opportunity to provide comments in this regard prior to the acquisition of such equipment.

The Company will provide prescription safety glasses to employees working on a job or in an area where eye protection is a Company requirement provided the employee furnishes a prescription from his doctor or optometrist. The Company will replace such glasses if damaged by a cause attributable to the employment or if the employee presents a new and different prescription from his doctor or optometrist.

The Company will contribute up to one hundred dollars (\$100.00) towards the cost of safety shoes of a suitable nature. This shall not exceed but once every twelve (12) months.

The Company agrees to provide clothing for all employees and to launder same.

**20.02 PAY ON DAY OF INJURY**

An employee injured on the job shall be paid at his regular, or for incentive paid employees, average earnings rate of pay for the balance of his shift on which the injury occurred if, as a result of such injury, the employee is sent by the Company medical department to a doctor outside of the plant for diagnosis and transportation will be furnished by the Company. Payment for subsequent lost time for further medical attention will be considered on the facts and circumstances in each particular case.

**20.03 EMPLOYEES ACCIDENT STATEMENT**

Before a representative of the Company takes a formal statement from an injured employee in a compensation case, the injured employee will be advised that he has the right, if he wishes to have a witness or representative of his own choice present.

**20.04 WORK IN CASE OF INJURY OR ILLNESS**

Employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment and physically handicapped as a result thereof; may be offered suitable work in line with their seniority and will be



paid day rate or the rate of the job, whichever is higher. During such period he will hold rights to his original job and will accumulate no rights in the assigned job. In providing such employee with work the Company shall follow the following steps; first to the available work in his department that the employee can perform, but if there is no such job then to the job of the employee who has less seniority than the disabled employee, plant wide whether or not such job is held by bid. When placed on a job in accordance with the foregoing a disabled employee may not be displaced by an employee as long as the disabled employee is entitled to work in the plant in line with his seniority and his disability continues. Each time the Company provides such a disabled employee with work pursuant to the foregoing, the Company will notify the Union, in writing, of the steps taken.

Any disabled employee who is removed from a job for his inability to perform the job in an efficient manner and who is thereafter laid off because there is not job that he can perform shall not thereby be disqualified for unemployment benefits.

No employee shall be denied the right to his or her job for reasons of ill health or injury if the employee's physician and the Company physician agree he or she is able to work. In case of disagreement between the Company physician and the employee's physician, the case will be decided upon by a neutral physician to be selected by mutual agreement of the Company and employee's physician.

An employee unable to work due to non-occupational illness or injury shall obtain the proper form from the Company's Medical Department to be filled out by their attending physician and returned to the Human Resources Department within ten (10) working days.

#### **20.05 HEALTH**

The Company shall provide competent medical or first aid personnel at all times employees are working.

Any employee having to visit first aid for treatment of illness or injury or for blood smears shall receive his day rate of pay, or, in the case of an incentive paid employee, his average rate, for all time so spent. Employees will obtain permission from their supervisors before leaving so that a replacement may be provided.

#### **20.06 SAFETY COMMITTEE**

The Company will consent with the Union on safety matters. The Union will designate a representative to serve on a Safety Committee to consist of four (4) Company and four (4) Union Representatives. The Union or any Company representative or employee shall have the right to call unsafe conditions to the attention of Management and request their correction. The Union Safety Committeeman will be notified of a Plant inspection by a Government Health and Safety Inspector just as soon as the Company learns of it. He will not be prevented by the Company from accompanying the inspector on the inspection.

Union members on the Joint Health and Safety Committee will be allowed up to thirty-two (32) hours per year working time off with pay to attend approved Health and Safety Seminars relative to the work place.

The Company and the Union recognize the desirability of encouraging the education, instruction and training of employees in Health and Safety matters. The joint Health and Safety Committee shall be permitted, subject to Company approval, to provide appropriate education, instruction and training.

The Union Safety Committeeman may be selected by the Union from the existing Plant Unit Committee. His specified time off the job without loss of pay, at his average earnings, in the performance of safety duties will be at his day rate.

The parties agree that in addition to the provisions of the Occupational Health and Safety Act the following are duties of the Joint Health and Safety Committee:

- a) To attend scheduled monthly meetings or emergency meetings where necessary.
- b) Prior to monthly meetings, the Committee shall tour and inspect the Plant for safety and health concerns and make recommendations for changes and corrections for the elimination of health and safety hazards
- c) To receive, investigate and dispose of complaints in a timely manner, and prepare necessary reports.
- d) To ensure that every industrial injury is immediately reported to the employee's foreman and the Company "Accident/Incident Report" completed by the employee, his foreman and a worker member from the Joint Safety and Health Committee, who will also investigate and prepare a report.

## **20.07 UNSAFE CONDITIONS**

No employee shall be requested to work on any machine or use any tool or equipment that is found to be unsafe by the Safety Committee. Safety is the responsibility of everyone.

When an employee or his Union representative give notice that he believes the employee's job is unsafe to run and states the unsafe conditions, the matter will be investigated immediately by a designated safety representative on the shift. If the job is believed to be safe, the employee will be directed to run it in accordance with the Occupational Health and Safety Act. If the employee thereafter damages or destroys any of his property or equipment such as clothing, watch, glasses, false teeth, etc., and the subsequent investigation by the

Safety Committee establishes that the job was unsafe to run, then the Company, at its own expense, will repair or replace the property or equipment so damaged or destroyed.

**20.08 LEAD CONTROL**

The lead control procedure in effect, copies of which procedure have been furnished to the Union, will be continued in effect for the duration of this Agreement, unless it is revised or replaced by a new procedure, in which event the Union will be furnished with copies of the revised or new procedure.

Blood lead tests will be conducted for all employees at intervals specified in the lead control procedure.

The results of any test of an employee for lead absorption will be disclosed to the employee and if requested to his personal physician upon completion of the appropriate waiver.

Blood lead results will be released to the Union Safety Committeeman and to appropriate government agencies.

The Union and Company pledge a co-operative effort to assure that employees are instructed in the lead control procedure and that employees follow that procedure, particularly in their everyday work practices, personal hygiene, and in the use of engineering controls.

Article 21

**STRIKES AND LOCKOUTS**

Continuous uninterrupted operation of the Company's business with consequent assurance of the opportunity for gainful employment to the Company's employees, is hereby declared to be the essence of this Agreement; and its attainment is inherent in the engagement by the parties in the free collective bargaining out of which this Agreement is formulated.

In accordance with the Ontario Labour Relations Act, the parties agree that there shall be no strike or lockout as defined in the Ontario Labour Relations Act during the time of this Agreement.

Article 22

**BULLETIN BOARD**

The Company will provide bulletin boards in suitable locations in the Plant, which may be used by the Union for posting notices pertaining to the Union's business or social affairs, meetings, picnics, and the like. Such notices must be signed by the Union's Chairman or Vice-chairman and submitted in duplicate to the Company for posting. Any other notices are to be approved by Management before posting.

Article 23

**STATIONARY ENGINEERS**

Due to the statutory requirements concerning the operation of the boilerhouse department, the parties agree that it is mandatory for stationary engineers to work overtime when requested to do so by the Company. It is further agreed that the Company will act promptly to fill permanent vacancies occurring in the boilerhouse department. Stationary engineers will continue to perform work both inside and outside of the boilerhouse department which has been performed by members of such classification in the past or is required by law.

Article 24

**WAIVER**

All previous communications between the parties not herein contained are withdrawn and annulled. The contract contains all the terms and conditions agreed to by the parties. No other Agreement will bind the parties unless it becomes a part hereof by rider signed by the parties.

Article 25

**STUDENTS & FAMILY**

It is recognized that at certain times it will be necessary to hire students and or family at an hourly rate of \$12.00 per hour.

While students and or family are not covered by the terms of the collective agreement, any one in this classification who has worked sixty days (60) with the Company, shall be subject to normal dues deduction, provided his net earnings that week exceed \$50.00. It is agreed that no students and or family will be hired when any permanent employee is on lay off, or would result in any employee being laid off.

**WAREHOUSE**

Students and or family will be employed between June 1st, and December 15th, in any year.

Students and or family will not participate in overtime distribution, unless the entire department is working, or if the overtime requirements are not fulfilled within the department, classification, and shift.

During the peak period when warehouse overtime is scheduled for Saturday & Sunday the first offer will be made to full time employees, for the purpose of equalization, before students and or family are offered or assigned.

**GENERAL**

Where full time employees schedule vacations outside of the Plant shutdown, they may elect to displace students and or family during the shutdown period.

It is not the intent of the Company to hire students and or family to restrict job opportunities for full time employees, therefore the ratio of students and or family will not exceed one (1) for one (1).

Before any students and or family are hired, the base group of thirty-two (32) positions in the warehouse must be filled (which includes people on holidays, vacations, short term illness, etc.) The Company agrees that, at all times, this base group will not consist of more than five (5) positions classified as warehousemen.

Should a vacancy occur during the period of employment of a student and or family which would normally be filled by a new hire, the students and or family may apply for such vacancy.

If the student and or family is hired on basis, he/she will start as a new hire for all purposes of this Collective Agreement.

Article 26

**SKILLED TRADES**

1. The Company agrees that maintenance employees are engaged to perform wholly maintenance duties, however, they may perform production duties until the set up or repair has been completed. Also, production employees may carry out minor adjustments and repairs.
2. The Company will establish a tool allowance over the lifetime of this agreement of ~~\$630.00~~ (\$210.00 per contract year) to be used as a credit for the purchase of tools deemed necessary or as required by the Company by all Maintenance Men, Maintenance Machinists and Stationary Engineers

In the event an employee eligible for a tool allowance terminates their and has exceeded their allowance of \$210.00 per contract year, then such excess will be withheld from their final earnings.

Schedule "A"

**Maple Plant Wage Scale**

<b>Non-Incentive Positions</b>	<b>Base Rate 3/1/98</b>	<b>Base Rate 3/1/99</b>	<b>Base Rate 3/1/2000</b>
Electronic Technician	22.29	22.59	22.94
Electrician	21.29	21.59	21.94
Maintenance Mechanist	20.85	21.15	21.50

Maintenance (CL.1)	19.64	19.94	20.29
Maintenance (CL.2)	17.51	17.81	18.16
Stationary Engineer (Chief)	19.64	19.94	20.29
Stationary Engineer	17.38	17.68	18.03
Pollution Control Operator	17.21	17.51	17.86
Maintenance Trainee	16.80	17.10	17.45
Oiler and Greaser	16.34	16.64	16.99
Mould Cleaner	16.60	16.90	17.25
Stores	16.64	16.94	17.29
Roving Inspector/R.C.P.	17.04	17.34	17.69
Remelt Pot Operator	16.34	16.64	16.99
Material Handler	16.64	16.94	17.29
Scrap Pickup	16.64	16.94	17.29
Oxide Mill Operator	16.64	16.94	17.29
Acid Cutting/Circuit Tender	16.64	16.94	17.29
Janitor	16.44	16.74	17.09
Receiver/Shipper	16.64	16.94	17.29
Battery Repair	16.64	16.94	17.29
Warehouser	16.64	16.94	17.29
Plaquing	17.04	17.34	17.69
Stock Picker	16.64	16.94	17.29
Circuit Tender	16.64	16.94	17.29
Circuit Tender Commercial	16.71	17.01	17.36
Re-Charge Operator	16.64	16.94	17.29

Starting rate shall be \$0.10 below published job rate.

Published job rate to be effective no later than completion of probationary period.

A premium of \$0.50 per hour over the published rate for employees designated as a lead hand by the Company.

Schedule "A"

Maple Plant Wage Scale

<u>Incentive Positions</u>	Base Rate 3/1/98	Base Rate 3/1/99	Base Rate 3/1/2000
Pasting			
Machine Operator	16.35	16.50	16.70
Off-Bearer	16.31	16.46	16.66
Paste Mixing	15.79	15.94	16.14
Parting Machine			
Operator	16.09	16.24	16.44
Off-Bearer	16.03	16.18	16.38
Forming Room			
Operator	16.03	16.18	16.38
Negative	16.01	16.16	16.36

FSS-400			
On-Bearoperator	16.15	16.30	16.50
Caston	16.15	16.30	16.50
Sinker	16.09	16.24	16.44
Assembly	16.01	16.16	16.36
Foundry			
<b>Grid</b> Caster	17.78	17.93	18.13
Box Developing Operator	16.01	16.16	16.36
Packaging Operator	16.01	16.16	16.36
Floater 4 of 7 Jobs	6.35	16.50	16.70
Tiegle			
Element Burner	16.09	16.24	16.44
Sinker	15.82	15.97	16.17
Intercell Burner	16.09	16.24	16.44

Schedule "A"

**Maple Plant Wage Scale**

<u>Incentive Positions</u>	<b>Base Rate 3/1/98</b>	<b>Base Rate 3/1/99</b>	<b>Base Rate 3/1/2000</b>
Stacking m/c Operator	16.09	16.24	16.44
Off-Bearer	16.03	16.18	16.38
Stacking	15.82	15.97	16.17
Assembly			
Post/Link Burner	16.10	16.25	16.45
Battery On-Bearer	16.01	16.16	16.36
Place Covers & Mix Resin	16.01	16.16	16.36
Inverter	16.01	16.16	16.36
Resin M/C Operator	16.01	16.16	16.36
Saw Parting	16.01	16.16	16.36

**SCHEDULE "B"**

**CLASSIFICATION**

**CLASSIFICATION**      **SKILLED**      **SEMI-SKILLED**

**MAINTENANCE**

Electronic Technician	*	
Electrician	*	
Maintenance Machinist	*	
Maintenance Class 1	*	
Maintenance Class 2	*	
Maintenance Trainee		*
Oiler and Greaser		*
Pollution Control Operator	*	
Stationary Engineer Chief	*	
Stationary Engineer		*
Mold Cleaner	*	
Stores		

**SCHEDULE "B"**

**CLASSIFICATION**

**SKILLED**      **SEMI-SKILLED**

**PASTING**

Machine Operator	*	
Off-Bearer		*
Paste Mixing	*	

**PARTING MACHINE**

Operator	*	
Off-Bearer	*	

**FORMING ROOM**

Operator		*
Negative Ovens		*
Circuit Tender	*	

**FSS-400**

On-Bearer	*	
Caston	*	
Sinker	*	
Assembly		*



**BOX DEVELOPING**

Operator	*	*
Circuit Tender	*	
Roving Inspector - Q.C.	*	
Oxide Mill Operator		*
Remelt Pot Operator		*
Material Handler		*
Scrap Pickup	*	
Acid Cutting/Circuit Tender		*
Janitor		*
Receiver/Shipper	*	
Battery Repair	*	
Grid Caster		*
Packaging Operator		*
Plaquing	*	
Stock Picker		

**SCHEDULE "B"****CLASSIFICATION**

	<u>SKILLED</u>	<u>SEMI-SKILLED</u>
<b><u>PASTING</u></b>		
Warehouser	*	*
Circuit Tender Commercial		
Floater 4 of 7 Jobs	*	
Re-Charge Operator	*	
<b><u>TIEGEL</u></b>		
Element Burner	*	*
Sinker		*
Intercell Burner		*
<b><u>STACKING m/c</u></b>		
Operator	*	*
Off-Bearer		*
Stacking		*
<b><u>ASSEMBLY</u></b>		
Post/Link Burner	*	*
Battery On-Bearer		
Place cover&mix Resin	*	*
Inverter		
Resin m/c Operator	*	*
Saw Parting		*

**DEFINITION:**

- Skilled: Employee must have held the classification and/or one comparable to
- Semi-Skilled: Five (5) working days and attain no less than 80% productivity.
- Material Handler: All employees in classification required to operate counter balance or narrow aisle equipment must possess a certificate in good standing. If the need arises in a bumping situation the Company will provide the necessary assistance to a maximum of five (5) people per calendar year.

**APPENDIX 1**

**INSURANCE & PENSION**

**INSURANCE**

The company will provide on behalf of all eligible Employees, the following benefits:

- A) Basic Life Insurance -
- |          |                       |
|----------|-----------------------|
| \$29,000 | 1 <sup>st</sup> year. |
| \$30,000 | 2 <sup>nd</sup> year. |
| \$31,000 | 3 <sup>rd</sup> year. |
- B) Basic Accidental Death and Dismemberment – **Equal** to Life Benefit.
- C) Optional Life - \$6,000.
- D) Optional Accidental Death and Dismemberment - \$6,000.
- E) **Survivor** Income Benefits – payable to specific classes of survivors as outlined in the insurance contract.
- 1) Transition Benefit of \$300 per month payable to your eligible dependents. The benefit is reduced by amounts payable under **CPP/QPP** to a minimum of \$175 per month, payable for 24 months only.
  - 2) Bridge Benefit. If such survivor is 48 years of age or over on the date of your death or, if the age of the survivor and your length of service totals 55 or more on the date of your death, Bridge Benefits are payable in the amount of \$300 per month reduced by **CPP/QPP** Survivor Benefits.
- F) Weekly indemnity benefit of 60% of basic insurable earnings up to \$500. maximum weekly benefit, payable as follows:

From the first day if disability results from a non-occupational accident, or

From the first day of hospitalization as a registered bed patient, or

From the first day following outpatient surgery if the surgery cost equals \$25.00 or more, or

From the 3<sup>rd</sup> day if the disability results from an illness.

Benefits are payable up to a maximum of **52** weeks.

G) Long term disability of 50% of basic monthly earnings (if not receiving CPP/QPP benefits or 60% of basic monthly earnings if in receipt of CPP/QPP benefits.) to a maximum of \$3,500 per month, payable after **52** weeks of disability for a period of time equal to the employee's seniority (less **52** weeks) but not beyond age 65. The benefit is offset by any payments the employee receives from CPP/QPP or any other income received by you for the same period of disability.

H) Semi-private coverage - room and board up to the daily charges for semiprivate hospital room accommodations.

If you are confined in a chronic hospital or chronic wing of a regular hospital up to **\$50.00** per day for a maximum of **120** days in any **12** month period.

I) Extended health care benefits - the following expenses are covered at 100%:

Prescription drugs, medicines, sera and injectables subject to a \$.35 per prescription deductible,

Ambulance expenses

Vision care benefits of **\$200** every **24** months beginning in first year of agreement.

J) The Dental Plan will provide **100%** of coverage of the following services based on the current provincial fee guide:

Oral Examinations

X-Rays

Cleaning and Scaling

Fluoride Treatments

Preventative Services

Space Maintainers

Surgical and Emergency Procedures

Amalgam, Composite, Silicate, Acrylic and Composite Resin

Restorations.

Root Canal Therapy

Endodontic Procedures

Denture Repairs, Adjustments, Rebasing, Relining

Anaesthesia

Orthodontic Services – Paid at 50% of Customary Charges with a lifetime maximum per each dependent under age 19 years.  
Complete and Partial Dentures based on 50% coinsurance

The listed procedures may be subject to limitations or maximums. Please see the Human Resources Department for further information.

- K) In the event of lay off, all coverages except weekly indemnity and long term disability will continue until the end of the month following the month in which the lay off commences. Weekly indemnity and long term disability benefits terminate on your last day of active work.
- L) Early Retirement - if you retire under the early retirement provision of the Pension Plan, your basic life insurance will be continued until age 65. At age 65, your benefit insurance will be reduced to \$4,000.

This benefits description is intended to be a summary only. The terms and conditions of the master policies will govern.

## **PENSION**

This description is provided to advise members of the Pension Plan who are active at March 1, 1998 or join the Plan thereafter about the main provisions of the Plan. This description is intended only to highlight the main provisions of the Plan. On any matter of benefit entitlement or interpretation the terms of the Collective Agreement and the Pension Plan document, not this description, will govern.

### **1. EFFECTIVE DATE**

The present C.A.W. Pension Plan as amended and in effect March 1, 1998 is a continuation of the original agreement dated November 17, 1955 between ELECTRIC AUTOLITE LIMITED AND THE NATIONAL AUTOMOBILE AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA.

### **2. ELIGIBILITY**

A Member of the Plan is any employee who, on or after January 1, 1956, is on the seniority list of the bargaining unit at the Maple, Ontario plant of the Company represented by Local Unions No.252, C.A.W., as defined in the collective bargaining agreement between the Union and the Company.

### **3. CONTRIBUTIONS**

No Member contributions are permitted or required. The Company pays the entire cost.

#### 4. RETIREMENT DATES

(1) **Normal Retirement Date**

Normal Retirement Date is the first day of the month coinciding with or next following the Employee's attainment of age sixty-five (65). If the Employee has completed at least two (2) consecutive years of Plan membership he shall be entitled to Normal Retirement Pension benefit set out in section 5.

(2) **Early Retirement Date**

An Employee who has completed two (2) consecutive years of Plan membership may elect to retire within the ten (10) year period preceding his Normal Retirement Date. The Employee may elect that his Pension Benefit commence on his Normal Retirement Date or on the first day of any month prior to his Normal Retirement Date. The date that the Pension Benefit commences prior to the Normal Retirement Date shall be the Employee's Early Retirement Date.

(3) **Special Early Retirement Date**

An Employee who has completed thirty (30) or more years of Credited Service may elect to retire. The Employee may elect that his Pension Benefit commence on his Normal Retirement Date or the first day of any month prior to his Normal Retirement Date. The date that the Pension Benefit commences prior to his Normal Retirement Date shall be Employee's Special Early Retirement Date.

(4) **Mutual Consent Retirement**

An Employee who has attained age fifty-five (55) and completed at least two (2) years of Credited Service, may at the request of the Company, take early retirement under a mutual agreement with the Company. Said Employee shall be entitled to the Benefits set out in section 5 (4). An Employee who is discharged for cause shall not be eligible for the Pension Benefit set out in section 5 (4).

(5) **Postponed Retirement Date**

An Employee who has completed at least two (2) consecutive years of Plan membership may elect to postpone his retirement and to continue to accrue benefits under the Plan.

In no event shall an Employee postpone commencement of his Pension Benefit beyond the earlier of:

- a) The first day of the month following his attainment of age sixty-eight (68); and
- b) The first day of the month following his termination of employment.

The date Pension Benefits commence shall be the Employee's Postponed Retirement Date.

**(6) Incapacity Retirement Date**

An Employee who:

- a) is not receiving an early retirement benefit;
- b) has completed ten (10) or more years of Credited Service;
- c) has Total and Permanent Disability;
  
- d) is actively employed by the Company on the day Total and Permanent Disability commences;
- e) has not attained age sixty-five (65); and
- f) has made application therefor;

shall be eligible to retire on the first day of any month following the approval of the application by the Company. The date the Pension Benefit commences prior to normal retirement shall be the Employee's Incapacity Retirement Date.

The incapacity Pension Benefit shall be payable to an eligible Employee as of the first day of the month following the month in which the Employee exhausts his weekly disability benefits and extended disability benefits under the Company sponsored group insurance program, but in no event prior to his application date. The income shall be payable as of the first day of each month thereafter during the life of such retired Employee until he attains the age of 65, subject to the provisions under section 5 (7).

**(7) Cessation of Incapacity Retirement Benefits**

Incapacity retirement benefits shall terminate if:

- a) the retired Employee returns to regular work as described in the definition of Total and Permanent Disability; or
  
- b) the Board determines on the basis of medical examination that the retired Employee has sufficiently recovered to return to regular work, or
  
- c) the retired Employee, refuses to submit to any medical examination required by section 5 (8) provided that the retired Employee may not be required to submit to a medical examination more often than twice a year,

**If** the incapacity Pension Benefit of an Employee retired for Total and Permanent Disability shall terminate and if he thereupon shall be re-employed by the Company, he shall then be credited with the Credited Service he had at the time his Total and Permanent Disability was first

established. No Credited Service shall be allowed for the period or any part thereof during which he was totally and permanently disabled.

(8) **Medical Information**

In any case where the Board is required to make a determination with respect to the Total and Permanent Disability of any Employee applying for, or of any Retired Employee receiving, an incapacity Pension Benefit, the Employee first shall be required to submit to such medical examination or examinations by a competent physician or physicians selected by the Board as the Board shall require. The fee of all such physicians shall be paid from the Pension Fund unless paid by the Company. The medical opinion of such physicians shall decide the question and be binding upon the Board, which shall thereupon make its findings in accordance with such opinion. The Company or Union members of the Board may require the retired Employee to be examined again by a physician of their choice whose fees shall be paid by the Company or Union respectively; which physicians will be given an opportunity to consult with and furnish the results of his medical examination to, the physician or physicians appointed by the Board and to submit his opinion to the Board. A retired Employee who shall refuse to submit to any medical examination requested in accordance with the above shall not be entitled to an incapacity Pension Benefit.

5. **RETIREMENT BENEFITS**

(1) **Normal and Postponed Retirement Pension Benefit**

An Employee, who has completed at least two (2) consecutive years of Plan membership and retires on his Normal or Postponed Retirement Date, shall receive a Pension Benefit determined in accordance with this section. In no event shall the benefit accrued in any calendar year under this section result in an amount such as a "pension adjustment" (as defined under the Income Tax Act), or any other adjustment determined under the Income Tax Act, being inappropriate having regard to the provisions of the Income Tax Act and the purposes for which the amount is determined.

a) **Employees with less than 30 years of Credited Service**

If an Employee retires on or after March 1, 1998, and has not completed 30 years of Credited Service, he shall receive a monthly Pension Benefit equal to the applicable Pension Benefit Rate shown in the schedule below for each year of Credited Service:

<b>Date of Retirement</b>	<b>Pension Benefit Rates</b>
<b>3-1-98 to 2-28-99</b>	<b>\$28.00</b>
<b>3-1-99 to 2-29-00</b>	<b>\$29.00</b>
<b>3-1-00 and after</b>	<b>\$30.00</b>

b) Employees with 30 or more years of Credited Service

If an Employee retires under Section 4 (4) on or after March 1998, and has completed 30 or more years of Credited Service, he shall receive a monthly Pension Benefit equal to the applicable Pension Benefit Rate shown in the schedule below for each year of Credited Service.

<b>Date of Retirement</b>	<b>Pension Benefit Rate for First 30 Years of Credited Service</b>	<b>Pension Benefit Rate for Credited Service in Excess of 30 Years</b>
<b>3-1-98 to 2-28-99</b>	<b>\$28.00</b>	<b>\$32.00</b>
<b>3-1-98 to 2-28-99</b>	<b>\$29.00</b>	<b>\$33.00</b>
<b>3-1-00 and after</b>	<b>\$30.00</b>	<b>\$34.00</b>

2) **Early Retirement Pension Benefit**

If an Employee retires under the provisions of section 4 (2) and has not completed 30 years of Credited Service, the Pension Benefit commencing on the Employee's Early Retirement Date shall be a monthly amount computed in accordance with section 5 (1) based on Credited Service to early retirement and the applicable Pension Benefit Rate in effect at retirement, with the following adjustment as applicable:

- a) If an Employee commences his Pension Benefit payments on the first day of any month on or after age 55 and before age 60, the amount of the Pension Benefit computed above shall be reduced by 1/2 of 1% for each month by which such pension commencement precedes Normal Retirement Date. In no event shall the Commuted Value of the Employee's monthly Pension Benefit payable on his Early Retirement Date be less than the Commuted Value of the Employee's accrued Pension Benefit;
- b) If an Employee commences his Pension Benefit payments on the first day of any month on or after age 60 and before age 65, the amount of the Pension Benefit computed above shall be multiplied by the applicable percentage indicated in the schedule below:

<b>Age when Pension Benefit Commences</b>	<b>Percentage of Pension Benefit Payable</b>
<b>60</b>	<b>86.7</b>
<b>61</b>	<b>93.3</b>
<b>62 or over</b>	<b>100.0</b>



The applicable percentage shall be determined to the nearest 1/10th of 1% by a straight line interpolation or extrapolation on percentage set forth in the above schedule for exact ages, such interpolation or extrapolation to be based on the Employee's age on his last birthday plus the number of additional full months to the date when benefits commence.

**3) Special Early Retirement Pension Benefit**

If an Employee retires under the provisions of section 4 (3) the Pension Benefit commencing on the Employee's Special Early Retirement Date shall be a monthly amount computed in accordance with section 5 (1) b) based on Credited Service to early retirement and the applicable Pension Benefit Rate in effect at such time.

**(4) Mutual Consent Retirement**

An Employee who retires at the request of the Company pursuant to section 4 (4) shall be entitled to an immediate monthly Pension Benefit equal to the sum of:

- a) the Pension Benefit determined in accordance with section 5 (1) a) or b) as applicable, based on the Employee's Credited Service and the applicable Pension Benefit Rate in effect at retirement, reduced by  $\frac{1}{4}$  of 1% for each month by which the Employee's pension commencement date precedes the earliest date the Employee would be eligible to receive an unreduced early retirement pension in accordance with the Income Tax Act; plus
- b) subject to the restrictions of the Income Tax Act, a Temporary Pension Benefit for each year of Credited Service at the Employee's early retirement, with pro rata credit for completed months thereof, subject to a maximum, both as shown in the schedule below:

<b>Schedule</b>		
<b>Date of Retirement</b>	<b>Temporary Benefit</b>	<b>Maximum</b>
<b>3-1-97 and after</b>	<b>\$14.00</b>	<b>\$350.00</b>

The portion of the Temporary Pension Benefit provided under this subsection 5 (4) b) shall not be payable to the retired Employee for any month after he attains age 65.

**(5) Incapacity Retirement Pension Benefit**

An Employee who on or after March 1, 1975 retires pursuant to section 4 (6) shall be entitled to an immediate monthly incapacity retirement Pension Benefit equal to the sum of

- a) the Pension benefit determined in accordance with section 5 (1) based on the Employee's Credited Service and applicable Pension Benefit Rate in effect at retirement; plus
- b) subject to the restrictions of the Income Tax Act, a Temporary Pension Benefit for each year of Credited Service at the Employee's early retirement, with pro rata credit for completed months thereof, subject to a maximum, both as shown in the schedule below:

<b>Schedule</b>		
<b>Date of Retirement</b>	<b>Temporary Benefit</b>	<b>Maximum</b>
<b>3-1-97 and after</b>	<b>\$14.00</b>	<b>\$350.00</b>

Such Pension Benefit shall be payable during the continuance of Total and Permanent Disability until the disabled employee attains age sixty-five (65), at which age his incapacity retirement Pension Benefit shall cease and his normal retirement Pension Benefit shall commence. His normal retirement Pension Benefit shall be computed in accordance with section 5 on the basis of the retired Employee's Credited Service at date of his incapacity retirement and the applicable Pension Benefit Rate.

**6. SUPPLEMENTAL ALLOWANCE**

**(1) Eligibility for Supplemental Allowance**

An Employee who:

- a) has completed ten (10) years of Credited Service; and
- b) is eligible to retire early; or
- c) is eligible for incapacity retirement pursuant to section 4 (6) and has attained age sixty (60); and
- d) has made application therefor;

shall on retirement be eligible for a Supplemental Allowance.

**In the case of** an Employee who elected a survivor Spouse pension in accordance with section 14.3 of the Plan Document the monthly Supplemental Allowance shall be computed in accordance with section 6 (2) and 6 (3) on the basis of the monthly retirement benefit the Employee would have received had the Employee not elected the survivor Spouse pension.

**(2) Supplemental Allowance for Employees with less than 30 years of Credited Service**

An Employee who satisfies the eligibility requirements set out in section 6 (1) and has not completed 30 years of Credited service, shall receive the Supplemental Allowance for each year of Credited Service, as shown in the schedule below:

<b>Date of Retirement</b>	<b>Supplemental Allowance</b>
<b>3-1-98 to 2-28-99</b>	<b>\$13.60</b>
<b>3-1-99 to 2-29-00</b>	<b>\$14.00</b>
<b>3-1-00 and after</b>	<b>\$14.40</b>

The amount determined under this section 6 (2) shall be payable in addition to the normal retirement Pension Benefit determined in accordance with section 5 (1) a) to the Employee's date of termination of employment and shall be reduced by the Temporary Pension Benefit, if any, set out in sections 5 (4) and 5 (5).

**(3) Supplemental Allowance for Employees with at least 30 years of Credited Service**

An Employee who satisfies the eligibility requirements set out in section 6 (1) and has completed at least 30 years of Credited Service, shall receive the Supplemental Allowance as shown in the schedule below:

<b>Date of Retirement</b>	<b>Supplemental Allowance</b>
<b>3-1-98 to 2-28-99</b>	<b>\$408.00</b>
<b>3-1-99 to 2-29-00</b>	<b>\$420.00</b>
<b>3-1-00 and after</b>	<b>\$432.00</b>

The amount determined under this section shall be payable in addition to the normal retirement Pension Benefit determined in accordance with section 5 (1) b) to the Employee's date of termination of employment and shall be reduced by the Temporary Pension Benefit, if any, set out in sections 5 (4) and 5 (5).

**(4) Commencement of Supplemental Allowance**

In the case of an Employee who retired early pursuant to sections 4 (2), (3), or (4), the monthly Supplemental Allowance benefit shall be computed on the assumption that the Employee's early retirement Pension Benefit shall commence immediately after retirement.

**(5) Non-adjustment for Survivor Spouse Pension**

In the case of an Employee who is entitled to receive a monthly Supplemental Allowance, and whose spouse is entitled to the survivor pension under section 14.3 of the plan document the monthly Pension Benefit shall be computed on the basis of the Pension Benefit the Employee would have received had he waived the election of the survivor Spouse pension.

**(6) Maximum Supplemental Allowance**

If the total of a retired Employee's monthly Pension Benefit and monthly Supplemental Allowance would exceed 70% of the Employee's final monthly base pay, the Employee's monthly Supplemental Allowance (but not the Pension Benefit under the Plan) shall be reduced to the extent required so that the total is equal to 70% of the Employee's final monthly base pay.

For the purpose of this section 6 (6) the term "final monthly base pay" means 173-1/3 multiplied by the Employee's base hourly rate (which includes cost-of-living allowances but excludes all other premium, or bonuses of any kind), such rate being the Employee's highest weekly straight-time average earned hourly rate in the bargaining unit within the twenty-six (26) weeks immediately preceding the last day worked.

The Supplemental Allowance payable under this section 6 will not exceed an amount as allowable under the Income Tax Act.

**(7) Payment of Supplemental Allowance**

The Supplemental Allowance shall become payable on the first day of the month after the Employee becomes eligible for such benefit, provided that he shall have complied with the requirements established by the Board, and shall be payable on the first day of each month thereafter until and including the first day of the month in which:

- a) the Employee attains age sixty-five (65);
- b) the Employee dies;
- c) the Employee is re-employed by the Company; and
- d) the Pension Benefit ceases for any other reason;

whichever first occurs.

Notwithstanding the above, if the Employee dies before he attains age sixty-five (65), his surviving Spouse, if any, shall be entitled to receive the Supplemental Allowance until the first day of the month in which the Employee would have attained age sixty-five (65).

**(8) Discharge for cause**

An Employee discharged for cause shall not be eligible to receive a Supplemental Allowance, except that a discharged Employee who is eligible for early retirement pursuant to section 4 (2) and 4 (3) may retire and **also** process a grievance seeking determination through the

regular grievance procedure under the collective bargaining agreement that the reason for the employee's discharge should not result in the Employee being ineligible to receive this Supplemental Allowance.

7. **PENSION BENEFIT PAYMENT**

a) **Normal Form**

The normal form of Pension Benefit payments payable under this Plan shall be a monthly income payable on the first day of each month. Said payment shall commence on the actual retirement date and shall cease with the payment immediately preceding the retired Employee's date of death.

In the case of a disabled Employee pension payments shall commence on the first day of the month following the month in which the Employee exhausts his weekly disability benefits under the group insurance program.

b) **Legislated Survivor Pension Benefit**

Effective January 1, 1988, if the retiring Employee or retiring Former Employee has a Spouse on the day Pension Benefit payments commence the normal form of payment set out in subsection 7 a) above shall automatically be adjusted and shall be payable in the form of a 60% joint and survivor pension.

The Pension Benefit shall be an adjusted pension payable while both the retired Employee and his Spouse are alive. 60% of this adjusted Pension Benefit shall continue to be paid upon the death of the retired Employee for the lifetime of the Spouse. The adjusted Pension Benefit shall be the Actuarial Equivalent of the normal form of pension set out in subsection 7 a).

c) **Survivor Pension Benefit Option**

The retiring Employee (or Former Employee) and his Spouse may jointly waive the legislated survivor Pension Benefit set out in subsection 7 b) and elect the survivor Pension Benefit described in the following paragraph by jointly completing the spousal waiver form prescribed under the Pension Benefits Act and submitting to the Company within the twelve (12) month period (but not less than thirty (30) days) immediately preceding the commencement of pension payments.

If the survivor pension benefit option is elected the monthly Pension payable shall be 90% of the Pension Benefit set out in subsection 7 a), provided the age of the retiring Employee, (Former Employee) and the age of the Spouse is the same. If the age of the Spouse is less than the age of the retiring Employee (Former Employee), the percentage shall be 90% reduced by  $\frac{1}{2}$  of 1% for each year that the age of the Spouse is less than the age of the retiring Employee (Former Employee), the percentage shall be increased by  $\frac{1}{2}$  of 1% for each year that the age of the Spouse exceeds the age of the retiring Employee (Former

Employee), up to a maximum of 99.5%. For the purpose of this section, the age of the Employee (Former Employee) and the Spouse shall each be at the last birthday prior to the effective date of the election.

Upon the death of the retired Employee (Former Employee) fifty-five percent (55%) of the adjusted Pension Benefit shall continue to be paid to surviving Spouse during the Spouse's lifetime.

## **8. OPTIONAL FORMS OF PENSION PAYMENT**

The retiring Employee (Former Employee) and his Spouse may jointly waive the legislated survivor Pension Benefit set out in subsection 7 b) and elect one of the following optional forms of pension payments by jointly completing the spousal waiver form prescribed under the Pension Benefits Act and the election forms prescribed by the Company and submitting them to the Company within the twelve (12) month period (but not less than thirty (30) days) immediately preceding commencement of pension payments.

A retiring Employee (Former Employee) who does not have a Spouse may elect one of the following optional forms of pension payments by completing the forms prescribed by the Company and submitting them to the Company.

The optional form of payment elected shall be the Actuarial Equivalent of the normal form of pension set out in subsection 7 a).

### **Optional Forms**

#### **a) Joint & Survivor**

Under this option the Pension Benefit payable to the retiree is adjusted and is payable as long as the retiree lives. Upon the retiree's death 50%, 75% or 100% of the adjusted amount will continue to be paid to the retiree's Spouse for the duration of the Spouse's lifetime.

If a 75% or 100% joint and survivor pension is elected, the legislated spousal waiver is not required.

#### **b) Life with a Guaranteed Term**

Under this option, the retiring Employee elects a guarantee period, permitted by the Company and subject to the restrictions of the Income Tax Act, and the Pension Benefit payable to the retiree is adjusted and payable as long as the retiree lives. If the retiree should die before receiving the guaranteed number of payments selected, the remaining payments will continue to the Beneficiary for the remainder of the guaranteed period.

## **9. CESSATION OF PENSION BENEFIT**

Payment of normal or early retirement Pension Benefits shall cease during any period in which the retired Employee returns to active service with the Company and shall resume on the first day of the month following subsequent retirement.

The monthly retirement benefit payable upon such subsequent retirement of a **retired Employee who has returned to active service with the Company shall be determined as if the retired Employee were then being retired for the first time but shall be based upon his Credited Service at his earliest prior retirement plus Credited Service accumulated during the period of re-employment.**

10. TERMINATION OF EMPLOYMENT

(1) Prior to the completion of 2 years of Plan Membership

If employment with the Company is terminated prior to the completion of two (2) consecutive years of Plan membership, no benefit is payable under the Plan.

(2) After the completion of 2 years of Plan Membership and prior to the completion of 10 years of Continuous Service

An Employee who terminates employment with the Company:

- a) prior to becoming eligible for retirement; and
- b) after the completion of two (2) consecutive years of Plan membership;and
- c) prior to the completion of ten (10) years of continuous service with the Company;

shall receive, subject to the provisions of Article 11 and 12 of the Plan a Pension Benefit commencing on the terminating Employee's Normal Retirement Date equal to the Pension Benefit accrued from January 1, 1987 to the date the Employee terminated his employment with the Company as calculated in accordance with section 5 and the Pension Benefit granted by an amendment to the Plan effective on or after January 1, 1988 in respect of Credited Service accrued prior to January 1, 1987. The Pension Benefit shall be administered in accordance with and subject to the locking-in requirements set out in the Pension Benefits Act.

(3) After the completion of 10 years of continuous Service

An Employee who terminates employment with the Company prior to becoming eligible for retirement and after the completion of ten (10) years of continuous service with the Company shall receive, subject to the provisions of Article 11 and 12 of the Plan a Pension Benefit commencing on the terminating Employee's Normal Retirement Date equal to the Pension Benefit determined in accordance with section 5 based on the terminating Employee's Credited Service with the Company and the applicable Pension Benefit Rate in effect on the Employee's termination of employment. The Pension Benefit shall be fully vested and locked-in. The Pension Benefit shall be administered as if it were entirely subject to the locking-in provisions under the Pension Benefits Act.



Article 27

**TERMINATION/MODIFICATION**

This Agreement shall continue in full force and effect until Feb. 28, 2001 and from year to year thereafter unless ninety (90) days prior to Feb. 28, 2001 or ninety (90) days prior to Feb. 28 of any year thereafter the Company notifies the Union or the Union notifies the Company of its desire to terminate the Agreement, and thereupon the Agreement shall terminate as of Feb. 28 next succeeding the date on which notice is given. Ninety (90) days prior to Feb. 28, 2001, or ninety (90) days prior to Feb. 28 of any year thereafter, the Company may notify the Union, or the Union may notify the Company of its desire to amend the Agreement, in which event the notice shall set forth the nature of the amendments desired. If the parties are unable to agree upon the proposed amendment or amendments, on or before Feb. 28 in any year, unless the party or parties proposing the amendment or amendments, withdraws them, the contract shall expire on Feb 28 of that year. Any amendments that may be agreed upon shall become and be part of the Agreement without modifying or changing any of the other terms of the Agreement.

Notice shall be in writing and shall be sufficient if sent by mail to the Union to National Automobile, Aerospace Transportation and General Workers Union of Canada (C.A.W.), Local 252, 205 Placer Court, Willowdale, Ontario M2H 3H9, or to such other address as the C.A.W. shall furnish to the Company in writing and if to the Company, addressed to the Exide Canada Human Resources Department, or to such other address as the Company shall furnish to the Union in writing.

Signed on this 1st day of March, 1998

**FOR THE UNION:**

Dan Clark  
Abbott Harvey  
Giuseppe Desimone  
Ed Widdifield  
Les Allen  
William Phillips  
**Karamjeet Prasher**

**FOR THE COMPANY:**

Stewart C. **Bryan**  
**Remo Fabrizi**  
Harvey McPhee



February 18, 1998

Mr. Dan Clark  
National Representative  
C.A.W. - T.C.A - Local 252  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Clark:

Re: Article 2.03 - Supervisor's Duties and Non-Bargaining Unit Personnel Duties

With respect to concerns raised in the recent negotiations in regards to the above noted Article; we wish to emphasize that all Foreman, Assistant Foreman, Supervisor's and other Plant-Personnel outside the bargaining unit, will not perform work that is outside their normal scope of responsibilities.

Should any complaint arise out of the foregoing it will be taken up with the Unit Committee, Plant Superintendent and Manager of Human Resources, and will be acted upon immediately.

Yours truly,

EXIDE CANADA, BATTERY DIVISION

Stewart C. Bryan  
Manager, Human Resources

SCB:acb

The foregoing is hereby agreed to and acknowledged on behalf of local 252.

Dan Clark

February 17, 1998

Mr. Dan Clark  
National Representative  
C.A.W. -T.C.A. • Local 252  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Clark:

Re: Skilled Trades - Maintenance Mechanics

Further to discussions at the recent negotiations on the above captioned subject, the Company had at one point in time introduced a Cross-Training program for Maintenance Mechanics. At the present time the program has been suspended.

The parties recognize the need for continuing upgrading of employees skills and will when appropriate reinstate this program. The Union will be advised of the methodology and the employees involved.

Yours truly,

EXIDE CANADA, BATTERY DIVISION

Stewart C. **Bryan**  
Manager, Human Resources

SCB:acb

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

Dan Clark

February 18, 1998

Mr. Dan Clark  
National Representative  
Service Department  
C.A.W. - T.C.A. Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Clark:

Re: Schedule B - Classifications

This is to confirm that should the need arise to reinstate any classifications that have been eliminated in these and or previous negotiations then those classifications will be reinstated in accordance with the previous collective agreement.

Yours truly,

EXIDE CANADA, BATTERY DIVISION

Stewart C. Bryan  
Manager, Human Resources

SCB:acb

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

Dan Clark

February 23, 1998

Mr. ~~Dan~~ Clark  
National Representative  
Service Department  
C.A.W. T.C.A. Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Clark:

Re: Supplementary Unemployment Benefit Fund (S.U.B.)

With respect to the above captioned subject, it is agreed that the Employer Contribution of \$0.05 per hour will be paid to all employees on the basis of hours worked, January to December in each year **of** this Agreement.

Yours truly,

EXIDE CANADA, BATTERY DIVISION

Stewart C. Bryan  
Manager, Human Resources

SCB:acb

The foregoing **is** hereby agreed to and acknowledged on behalf of Local 252.

Dan Clark

February 18, 1998

Mr. Dan Clark  
National Representative  
Service Department  
C.A.W. T.C.A.  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Clark:

Re: C.A.W Pension Plan Retirees

Further to discussions at the recent negotiations, it is agreed that all Retirees will receive an ADD-HOC payment of \$100.00 at the end of each calendar year during the term of this Agreement.

Yours very truly,

EXIDE CANADA, BATTERY DIVISION

Stewart C. Bryan  
Manager, Human Resources

SCB acb

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

Dan Clark

February 25, 1998

Mr. Dan Clark  
National Representative  
Service Department  
C.A.W. T.C.A. Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Clark:

Re: Overtime Equalization

Further to discussion at the present negotiation, with respect to the above captioned subject it is agreed that the Union and Company will cooperate fully in the implementation of the new system of overtime equalization.

It is recognized that any problems arising from the implementation of this new system will be acted upon jointly by the Union and Company.

Every effort will be given to developing this new system as quickly as possible following ratification of the agreement.

Yours truly,

EXIDE CANADA, BATTERY DIVISION

Stewart C. Bryan  
Manager, Human Resources

SCB acb

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

Dan Clark

February 16, 1998

Mr. Dan Clark  
National Representative  
Service Department  
C.A.W. T.C.A. Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Clark:

Re: Article 20  
Safety, Sanitation and Health

Further to discussions at the present negotiations it is agreed that within the first three (3) months of the Collective Agreement for the purposes of the Workplace Safety & Insurance Board (W.C.B.) a modified work Committee will be established comprised of the Manager Health & Safety and a representative of the members Joint Health & Safety Committee designate.

Stewart C. Bryan  
Manager, Human Resources  
Exide Canada Inc., Battery Division

SCB:acb

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

Dan Clark

February 25, 1998

Mr. Dan Clark  
National Representative  
Service Department  
C.A.W. T.C.A. Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Clark:

Re: Substance Abuse

The Union and the Company jointly recognize substance use and abuse to be a serious medical and social problem that can be successfully treated. It is in the best interest of the employee, the Union and the Company to encourage early intervention and treatment to assist employees and members of their families towards full rehabilitation. Such assistance includes, but is not necessarily limited to identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities and a continuing education of employees and Union and management representatives alike to recognize and deal constructively with such problems as they arise.

Any employee who successfully undergoes a prescribed rehabilitative process will be entitled to Sickness and Accident Benefits in accordance with the Sickness and Accident Plan.

Effective upon ratification of this Collective Agreement, the Company agrees to establish a Joint Union/Management Substance Abuse Committee, of no more than 2 representatives. The purpose of the Substance Abuse Committee ("SAC") will be to explore and recommend to the Company methods to deal with: substance use and abuse intervention; counselling; referral and follow-up for individual cases, as well as ongoing workplace education. The Company will provide \$12,000.00 per year, for use by the Local Union to provide assistance for employees covered by this Collective Agreement.

Stewart C. Bryan  
Manager, Human Resources  
Exide Canada Inc., Battery Division

SCB:acb

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

Dan Clark