

SOURCE	UMLA	
EFF.	96/10	01
TERM.	99/09	30
No. OF EMPLOYEES	250	
NOMBRE D'EMPLOYES	250	

# **COLLECTIVE LABOUR AGREEMENT**

*BETWEEN*

***J.E. THOMAS SPECIALTIES LIMITED***

***LINDSAY, ONTARIO***

*AND*

***THE UNITED STEEL WORKERS OF AMERICA***

*UNBEHALF OF*

***LOCAL 921L***

***EFFECTIVE: OCTOBER 1, 1996***

MAY 5 1997

*24P*

*Sep 30/9*

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**ARTICLE I  
PURPOSE**

**1:01**

It is the mutual desire of both parties to promote cooperation and harmony, and to establish orderly procedures which will provide an amicable method of settling any differences or grievances which may arise and to also provide uninterrupted operations in the plant, as well as setting forth the conditions of employment to be observed by the Company and the Union

**ARTICLE II  
RECOGNITION**

**2:01**

The company recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this agreement.

**2:02**

- (a) This agreement applies to all employees of the Company in Lindsay and/or Victoria County save and except supervisors, persons above the rank of supervisors, technical engineering, office and sales staff, students participating in co-operative programs and office cleaning staff.
- (b) Students will not perform work normally done by Bargaining Unit employees while seniority employees are on layoff with the exception of outside building maintenance work.
- (c) Skilled Trades employees shall not do routine work performed by Bargaining Unit employees except in the case of 9:09 (9) and 9:09 (10) or in extreme emergencies.

**2:03**

- (a) The company and the representatives of the Union agree to meet and bargain in good faith on matters pertaining to rates of pay, hours of work and working conditions as set forth in this agreement

**2:04**

Supervisory employees shall not do routine work done by maintenance or production employees, if such work deprives an employee of what would be his bargaining unit work. It is understood however, that this restriction does not apply to work to be done for experimental or instructional purposes or to improve or correct operations or in the absence of skilled tradesmen. It is also understood that Production Supervisory employees with fifteen (15) or less employees under their supervision working the midnight shift may help or assist those employees on a year round basis. It is also understood that production Supervisory employees with seven (7) or less employees under their supervision may help or assist those employees during the months of June 15th to September 15th.

**2:05**

It is understood that in the wording of this agreement the words "he" and "his" may mean "she" or "her", as the case may be.

### **ARTICLE III MANAGEMENT RIGHTS**

**3:01**

Subject to the terms of this agreement the Union recognizes the right of the Company to manage the business, direct the working force, including the right to direct, plan and control plant operation. To establish and control working schedules, to hire, promote, retire at age 65, demote, transfer, suspend or discipline or discharge employees for just cause, to layoff employees because of lack of work, or other legitimate reasons, to make and enforce fair shop rules and regulations, to introduce new or improved methods or facilities or to change existing methods or facilities, to determine the products to be manufactured. The process and means of manufacture are exclusively the right of management provided they will *not* be used for the purpose of discrimination against employees. The above shall not be inconsistent with the express provisions of this Agreement.

**ARTICLE IV  
RELATIONSHIP**

**4:01**

- (a) The parties agree that there shall be no discrimination or intimidation against any employee in respect of employment, status or membership in the Union, or officers of the Union, on account of age, sex, religion, creed, political affiliation, marital status, race, colour place of national origin in contravention of the Ontario Labour Relations Act or the Ontario Human Rights Code, 1981
- (b) One half (1/2) hour joint orientation by the Company and the Union for all new employees on their 1st day of employment

**ARTICLE V  
SECURITY**

**5:01**

- (a) The Company agrees that all employees shall become and remain members of the Union as a condition of their continued employment
- (b) The Company shall deduct from the pay of each member of the bargaining unit, weekly, such union dues, fees and assessments prescribed by the Constitution of the Union.
- (c) The Company shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Union, payable to the International Treasurer,

**5:02**

- (a) The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union.

- (b) It is the duty of every employee *to* immediately notify the Human Resources Department of the Company of any change of name, address or telephone number on a triplicate form available from the Human Resources office.

**5:03**

- (a) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- (b) The Company agrees to record total union dues deductions paid by each employee on his/her T-4 Income Tax Receipt.

**ARTICLE VI  
NO STRIKES OR LOCKOUTS**

**6:01**

The Union agrees that there will be no strikes, picketing, slowdown, or stoppage of work of any kind for the duration of this Agreement.

**6:02**

The company agrees there shall be no lockout so long as this Agreement continues to operate.

**ARTICLE VII  
REPRESENTATION**

**7:01**

The Company acknowledges the right of the Union to appoint or otherwise select officers for the local and Union Stewards for the purposes of representing employees in the handling of complaints and grievances.

**7:02**

The Company shall be notified by the Union of the names of the officers.

**7:03**

- a) This Bargaining Committee will be on steady day shift.
- b) There shall be one regular meeting between the company and the union Bargaining Committee each month. The meeting will be held in the plant. The company will pay the Bargaining Committee members wages. The members shall return to work following the meetings until the completion of the shift.
- c) The Bargaining Committee shall consist of three members selected by the Union. If required, additional members may attend meetings when mutually agreed upon by both parties.
- d) The International Representative may attend all Bargaining Committee Meetings.

**7:04**

- a) On a request to his immediate Supervisor any Steward or member of the Bargaining Committee shall be allowed a reasonable length of time to investigate in the plant any grievances or disputes arising between the Company and the employee. The Steward or member of the Bargaining Committee will be permitted to leave his place of work within a period of fifteen (15) minutes of making such request subject to production requirements. Such permission will not be unreasonably withheld by the Company
- b) **An** employee desiring to see a Steward with regard to Union business relating to this agreement must secure permission from the Supervisor in charge to either go to the Steward or to have the latter go to him within the same time limits as 7:04 (a) above.

**7:05**

- a) Stewards will confine their investigations during working hours, to an employee who, at the time of complaint is or was under their jurisdiction, If during this investigation the steward must enter a department, other than the one in which he is employed, he will first obtain permission from the Supervisor on duty in that department.

- (b) Where an employee is to receive disciplinary action, such employee shall be accompanied by a Union representative, unless the employee requests otherwise in writing in the presence of a union representative.

**7:06**

- (a) The union recognizes and agrees that members of the Bargaining Committee and Stewards have their regular duties to perform in connection with their employment. The Company will compensate such Bargaining Committee members and stewards for time spent at the plant during their regular working hours in handling grievances of employees pursuant to the grievance procedure at their straight time day work hourly rate of pay, provided this privilege is not abused.
- (b) Bargaining Committee members or Stewards will not be compensated for time spent prior to or beyond their regular working hours on Union Business.

**7:07**

The Company agrees to compensate the Committee for time spent at negotiations up to eight (8) hours per day for every other meeting up to the Mediation stage. "Unless otherwise agreed upon by the Committee, the meetings will be held outside the plant".

**ARTICLE VIII  
HOURS OF WORK**

**8:01**

- (a) Hours of work referred to herein shall be considered the normal hours of work per day or per week but shall not be construed as a guarantee of hours of work in any day or days of the week.
- (b) Day shift hours of **work** will be forty (40) per week, that is a five (5) day, Monday to Friday inclusive work week. The hours will be from 7:30 a.m. to 4:00 p.m. with two (2) 10 minute rest periods with one-half (1/2) hour unpaid lunch period as scheduled. Lunch periods will be scheduled between 12:00 noon and 1:00 p.m.



The day shift will be changed to 7:00 a.m. to 3:30 p.m. with the same unpaid one half-hour (1/2) lunch period, and rest periods during the months of June, July and August of each year of this contract.

- (c) Afternoon shift will be that shift where an employee commences work at 12 noon or after, and will consist of forty (40) hours per week with regular scheduled hours Monday to Friday inclusive. This shift will have a paid twenty (20) minute lunch period and two (2) ten (10) minute rest periods. This shift will normally commence immediately after day shift.
- (d) Night shift will be that shift where an employee commences work at 8:00 p.m. or after, up to and including 4:00 a.m. and will consist of forty (40) hours per week with regularly-scheduled hours Sunday to Thursday inclusive. This shift will have a paid twenty (20) minute lunch period and two (2) ten (10) minute rest periods. The shift may commence prior to the end of the afternoon shift.
- (e) A shift will be considered as worked on the calendar day on which it commences.

**8:02**

Employees shall be allowed two (2) minutes before lunch period and two (2) minutes before the end of the shift, without loss of pay, for the purpose of washing **up** or for punching out before the official ending time of the shift.

**ARTICLE IX  
WAGE PROGRAM AND SHIFT BONUS**

**9:01**

The wage rates of **all** employees covered by this agreement shall become effective on the date of signing this agreement.

**9:02**

The wage rates as amended are attached hereto as schedule "A" and form part of this Agreement.

**9:03**

Any individual rates of pay requiring an adjustment because of a change in job content will be given consideration.

**9:04**

An employee shall be paid for time lost on his operation if he is called away from same by the employer

**9:05**

An employee reporting for work at his proper starting time shall be given a minimum of four (4) hours pay at his regular rate unless the company previously notified the employee not to report. Employees so reporting may be assigned in accordance with management's discretion to other work which they are capable of performing. If such other work is refused the employer shall not be required to pay the four (4) hours reporting pay as herein provided. This section shall not apply, however, in cases of power failure, floods, safety hazards which could endanger an employee (s) or in a case of a safety hazard caused by fire or natural gas leak or conditions over which the company has no control.

**9:06**

Where an employee is advised by the Supervisor that, after having worked four (4) hours or more on his regular shift, there is no further work available on his operations or group of operations for the balance of the shift, he may be assigned to other work which he is capable of performing or paid for one (1) additional hour or the remainder of his shift if less than one (1) hour and allowed to leave the plant. In either case, it will be at the discretion of management and at his current rate of pay. If such other work is refused the employer shall not be required to pay the additional time. This section shall not apply, however, in cases of power failure, floods, safety hazard which could endanger an employee(s), or conditions over which the company has no control.

**9:07**

Employees on afternoon and night shift operation shall be granted premium payment as follows:

- (a) for all hours worked on the regularly scheduled afternoon shift - 40 cents per hour.
- (b) for all hours worked on the regularly scheduled night shift - 45 cents per hour.

**9:08**

All hourly rated employees will be paid on Thursday. Payments will be made by cheque and payment received will be for monies earned from Monday of the preceding week to Sunday of the current week, however, if a Monday is a holiday, pay may be made on Friday. Cheques will be distributed in envelopes.

**9:09**

- (a) Any employee who is injured in the factory **MUST REPORT** the injury and facts immediately to the First Aid Department. An employee who is injured in the factory and is treated in the First Aid Department, in a Doctors Office, or in a Hospital shall be paid for the time lost pursuant to his treatment at his straight time day work hourly rate and for the balance of the shift if sent home and substantiated by the return of the "Treatment Memorandum" to the First Aid Department within One (1) working day.
- (b) If an employee is injured as in (a) above upon request, he will be shown his initial report to the Workers' Compensation Board.
- (c) Employees receiving Workers' Compensation benefits **MUST REPORT** to the Health Centre or Human Resources Department at least once every two (2) weeks and/or after each visit to the doctor, and *must* keep the Company informed of their expected date of return.
- (d) It is agreed that, if an employee becomes temporarily ill during his regular work shift and cannot perform his duties, he will be permitted to retire to the sick room without loss of pay for a maximum of thirty (30) minutes, after which time he will be clocked out on his time card and pay will cease for the balance of the shift. This agreement is made with the understanding that

the privilege will not be abused by employees and if it is abused will be subject to review by the Company and Union.

- (e) Employees receiving Workers' Compensation Board benefits may, at the discretion of the company, be required to undergo a medical examination by a medical practitioner mutually agreed to. It is understood that such examination will be arranged and paid for by the Company

**ARTICLE X  
HOLIDAYS**

**10:01**

- (a) A qualified employee will receive payment for his normal shift hours exclusive of any premium payments for the following eleven (11) designated holidays

**1996 Holidays**

Thanksgiving Day	Monday, October 14, 1996
Christmas Day	Wednesday, December 25, 1996
Boxing Day	Thursday, December 26, 1996
Floating Holiday	Friday, December 27, 1996
Floating Holiday	Monday, December 30, 1996

**1997 Holidays**

New Year's Day	Wednesday, January 1, 1997
Good Friday	Friday, March 28, 1997
Victoria Day	Monday, May 19, 1997
Canada Day	Monday, June 30, 1997
Civic Holiday	Monday, August 4, 1997
Labour Day	Monday, September 1, 1997
Thanksgiving Day	Monday, October 13, 1997

Christmas Day	Thursday, December 25, 1997
Boxing Day	Friday, December 26, 1997
Floating Holiday	Monday, December 29, 1997
Floating Holiday	Tuesday, December 30, 1997

**1998 Holidays**

New Year's Day	Thursday, January 1, 1998
Good Friday	Friday, April 10, 1998
Victoria Day	Monday, May 18, 1998
Canada Day	Friday, July 3, 1998
Civic Holiday	Monday, Aug. 3, 1998
Labour Day	Monday, September 7, 1998
Thanksgiving Day	Monday, October 12, 1998
Christmas Day	Friday, December 25, 1998
Boxing Day	Monday, December 28, 1998
Floating Holiday	Tuesday, December 29, 1998
Floating Holiday	Wednesday, December 30, 1998

**1999 Holidays**

New Year's Day	Friday, January 1, 1999
Good Friday	Friday, April 2, 1999
Victoria Day	Monday, May 24, 1999
Canada Day	Friday, July 2, 1999
Civic Holiday	Monday, Aug. 2, 1999
Labour Day	Monday, September 6, 1999

The days of the floating holidays to be mutually agreed upon by the Company and the Union prior to September 1, of the applicable year.

- (b) To qualify for payment for a designated holiday specified in (a) above, the employee must work his full scheduled shift immediately prior to, and immediately following such holiday, unless unavoidable absence is due to the following:
- (i) Bereavement
  - (ii) Jury Duty or Subpoenaed witness
  - (iii) Personal leave of absence up to 15 days.
  - (iv) Sick leave for personal injury, sickness or industrial accident up to a maximum of 30 days
  - (v) When the absence from work, preceding or following the holiday is caused by emergency conditions, which, in the opinion of the Company, are beyond the control of the employee.
- (c) In all cases of (i), (ii), (iii), (iv), or (v) of clause 10:01 (b) the employee must present satisfactory evidence to the Company. Payment will be reduced by the amount of monies received due to (i), (ii), (iv) or (v) in clause 10:01 (b).
- (d) Notwithstanding 10:01 (b) if an employee clocks in late up to one (1) hour on the scheduled day preceding or following the plant holiday, he shall not lose his earned holiday pay.

**10:02**

No work shall be scheduled on the above holidays except in an emergency and on a voluntary basis, nevertheless, all employees will be paid one standard shift at straight time day work hourly rate as holiday pay.

**10:03**

- (a) Should a holiday fall on a Saturday or Sunday the working day immediately preceding or the working day immediately after will be observed as the Holiday.
- (b) Should a holiday fall within an employees vacation period, at the discretion of the employee his vacation may be extended for one (1) more day with pay. However, for scheduling purposes the Human Resources Department must be notified that the employee has elected to take this option *on* or before the last day worked prior to his vacation.

**ARTICLE XI  
VACATIONS**

**11:01**

(a) For the purpose of computing vacation pay, the vacation year will be from July 1st to June 30th.

Plant vacation shutdown will be the last two (2) weeks in July. Any additional earned vacation will be scheduled by mutual agreement. Vacations shall not accumulate and must be taken before December 31st of the current vacation year. For scheduling of earned vacations in excess of the Plant two (2) week vacation shutdown the following procedures will be observed

1. The Human Resources Department will distribute "Application for Vacation" slips prior to April 15th of the current year.
2. The employee must complete and return the application form to the Human Resources Department prior to May 1st of the current year.
3. The "**Application for Vacation**" slips will be completed and returned to the employee prior to June 1st of the current year.
4. If an employee is laid off for a period in excess of his earned vacation, inclusive of the plant vacation shutdown, it shall be deemed as vacation taken.

(b) Tool Room and Maintenance personnel vacation periods will be scheduled prior to, during and after the Plant shutdown.

**11:02**

(a) **An** employee with less than one year of accumulated service as of June 30th of the current year shall be granted one (1) week vacation. **An** employee entitled to a vacation as outlined in this section will receive vacation pay equal to four percent (**4%**) of the actual earnings received by ~~him~~ July 1st to June 30th of the current year.

(b) **An** employee on the active payroll as of June 30th of the current year, with one (1) year or more of seniority is eligible for two (2) weeks vacation with pay.

- (c) An employee on the active payroll as of June 30th of the current year with five (5) years or more of seniority is eligible for three (3) weeks vacation with pay.
- (d) An employee on the active payroll as of June 30th of the current year with twelve (12) years or more seniority will be eligible for four (4) weeks vacation with pay.
- (e) An employee on the active payroll as of June 30th of the current year, with twenty-one (21) years or more of seniority will be eligible for five (5) weeks vacation with pay.
- (f) An employee on the active payroll as of June 30th of the current year with twenty-six (26) years or more of seniority will be eligible for six (6) weeks vacation with pay.

**11:03**

- (a) Vacation pay will be calculated at two percent (2%) of actual earnings, for each week of vacation. Actual earnings shall include: Actual wages earned (including overtime payment, premiums, Holiday pay and vacation pay ~~for~~ the previous year and Workers Compensation Benefits paid for time lost at work during the previous year.
- (b) An employee whose employment with the Company is severed for any reason, shall receive with his last pay four, six, eight, ten and twelve percent, whichever is applicable according to his seniority, of his actual earnings during the period for which he has not previously received vacation pay. **If** the employee dies, his estate will receive the vacation pay to which he is entitled.
- (c) An employee who is absent because of sickness or injury will receive vacation pay in accordance with his seniority.
- (d) Upon returning to work any additional earned vacation in excess of the two week plant vacation shutdown may be scheduled by mutual agreement between the employer and the employee and must be taken prior to December 31st of the current year.
- (e) Employees will be paid by July 8th or when they take their vacation if requested two (2) weeks prior to vacation taken



**ARTICLE XII  
INCENTIVE PROGRAM**

**12:01**

The company reserves the right to introduce an incentive program at any time. Prior to the introduction of the program the parties will meet to develop mutually acceptable language which will form part of an agreement. Work standards will not be arbitrarily set with the intention of reducing earnings. If the work standards established by the Company are unobtainable the Union and the Company will jointly check said standards.

**ARTICLE XIII  
OVERTIME**

**13:01**

Time and one half shall be paid for all hours worked in excess of eight (8) hours in twenty four (24) hour period or any work performed on a shift which commences on Saturday. The Company also agrees to pay double time for all hours worked in excess of twelve (12) consecutive hours or on a holiday as designated in Article X Section 10:01 (a) or on Sunday.

**13:02**

(a) Overtime does not include:

- (i) Time worked by employees substituting for one another at their own request
- (ii) A change of an employee's working hours at his own request.

(b) There shall be no duplication or pyramiding of overtime.

(c) Time lost in meetings with the Company during regular working hours will be counted as hours worked for the purpose of computing overtime.

**13:03**

Any employee requested to work two (2) or more hours of overtime immediately following his regular shift will be granted a ten minute rest period before starting the overtime work and a ten minute rest period after every two (2) hours of overtime worked provided the employee continues working after the rest period. If the employee is requested to work a complete shift, he will be

granted the same rest and lunch periods as when observed by the employees on the shift in which he is working overtime.

**13:04**

If an employee is called back to work, he shall be paid at the applicable overtime rate, for all hours worked or for a minimum of three (3) hours at the applicable overtime rate.

**13:05**

- (a) Unless notified twenty-four hours in advance, an employee who is required to work more than two (2) hours past his regular finishing time will be paid five dollars (\$5.00) meal allowance to be reimbursed on the following weeks pay.
- (b) Employees will be notified twenty-four (24) hours in advance of a request by the Company to work overtime except in emergencies.
- (c) It is agreed that maintenance will cooperate with overtime for repairs in the case of major mechanical breakdown or emergency conditions to ensure the continuity of the operations of the plant.

**13:06**

Overtime shall be distributed in an equitable manner first amongst capable employees working on the job where overtime is required, then among other capable employees in the department and thereafter amongst employees in the plant who are capable at the time of doing the required work.

Overtime shall be voluntary, except that the Company reserves the right to assign necessary overtime to the junior employees in the department who are capable of doing the required work in the event that an insufficient number of employees volunteer. "Capable" in this clause is understood to mean "capable at the time".

**13:07**

The Company shall keep up to date records of all overtime worked for employees inspection.

**13:08**

Waiting time lost on a shift by an employee, owing to breakdown, stock shortage, defective stock or any other reason beyond the employee's control will be paid for at the rate of his straight day work hourly rate.

**ARTICLE XIV  
COMPLAINTS AND GRIEVANCES**

**14:01**

The parties hereto shall meet promptly through their authorized representatives respectively to discuss and adjust any dispute and/or grievance which may arise between the parties. Every effort shall be exerted mutually to adjust any and all grievances which may arise.

**14:02**

Any dispute or grievance between the employee and the employer shall be dealt with as provided in the procedure in the following clauses.

**14:03**

Step 1

**An** employee having a complaint shall discuss it with his supervisor either alone or in the presence of his Steward or Chief Steward. The supervisor will give his decision within three (3) working days following the discussion. Failing settlement at Step 1, to process a grievance it must be presented to the supervisor in writing at Step 2 of the grievance procedure within five (5) working days from the time the circumstances upon which the grievance is based or were known and will state the clause(s) of this agreement that is claimed to be violated.

Step 2

The grievance shall be submitted in writing to the supervisor either directly or through the Union. The supervisor shall meet with the employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this

meeting if requested by either Party. The supervisor shall within a further three (3) working days answer to the grievance and return it to the Union

### Step 3

If the grievance remains unsettled at the conclusion of Step Two, the grievance may be submitted to the Human Resources Manager who shall within five (5) working days arrange a meeting between not more than three (3) members of the Union Bargaining Committee and appropriate representatives of Management, in a final attempt to resolve the grievance. The Human Resources Manager or their designee shall within a further five (5) working days give his decision, in writing, to the Union.

### Step 4

If the grievance remains unsettled at the conclusion of Step Three, the grievance may be submitted to the Human Resources Manager who shall within five (5) working days arrange a meeting between not more than three (3) members of the Union Bargaining Committee and appropriate representatives of Management, in a final attempt to resolve the grievance. The Field Staff Representative of the Union and Grievor may be present at this meeting if requested by either Party. The Human Resources Manager or their designee shall within a further five (5) working days give his decision, in writing, to the Union.

### **14.04**

If final settlement of the grievance is not reached at Step Four **(4)** then the grievance may be referred in writing to Arbitration as provided in Article 16, Arbitration, at any time within thirty (30) calendar days after the decision is received under Step Four (4).

### **14.05**

When two **(2)** or more employees wish to file a grievance arising from the same alleged violation of the Agreement, such grievance may be handled as a group grievance.

**14:06**

The Union or the Company shall have the right to initiate a policy or a grievance of a general nature, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances

**14:07**

- (a) Except for the time limits in 14:04 all other time allowances provided in this Article may be extended by mutual agreement between the parties in writing or by an Arbitrator.
- (b) If the time allowance or any extension thereof is not observed by the Party who it is alleged has violated the Agreement, the grievance will be considered as advanced to the next step of this procedure, including Arbitration.

**ARTICLE XV  
DISCHARGE AND DISCIPLINARY ACTION**

**15:01**

A claim by an employee, that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Three (3) of the Grievance Procedure within five (5) working days after the employee received notice of his termination or suspension.

**15:02**

**An** employee who has been dismissed or suspended without notice, shall have the right to interview his Union Steward, for a reasonable period of time before leaving the Company premises.

**15:03**

**Any** notice of disciplinary action which is intended to form part of an employee's employment record shall be given, in the presence of a Union Steward, and all such notices shall be withdrawn from the employee's file after a period of eighteen (18) calendar months from last disciplinary action

**ARTICLE XVI  
ARBITRATION**

**16:01**

When either Party to this Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other Party to this Agreement.

**16:02**

The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator.

**16:03**

The grieving Party shall submit a list of five (5) arbitrators for consideration. If none of the five (5) are chosen, then the other Party shall within one (1) week of the date of the first list, submit a list of five (5) different names for consideration. If none are selected, either Party may ask the Ministry of Labour to make an appointment.

**16:04**

If either Party feels that the time taken for a chosen arbitrator to hear the case is too long, they may by mutual agreement choose another arbitrator or ask the Minister to make an appointment.

**16:05**

Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

**16:06**

The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof. Arbitrators are encouraged to decide the merits of the grievance in dispute and apply employment

related legislation including human right legislation and grant interim orders including interim reinstatement

**16:07**

The decision of the arbitrator shall be final and binding on the parties

**ARTICLE XVII  
SENIORITY & WAGE TRANSFERS**

**17:01**

- (a) New employees will be considered probationary until they have worked twelve (12) weeks in the previous (12) months and shall be subject to discharge at the sole discretion of management. Seniority shall then be credited for his accumulated probationary period, excluding all time lost, except for absence while out on Workers' Compensation up to three **(3)** weeks, which will be considered as time at work during the probationary period
- (b) During such probationary period the employee will have no seniority rights but will have the right of Union representation as prescribed by the Ontario Department of Labour. During such probationary period, the Company will not be obligated to pay any portion of insured benefits, Life Insurance and weekly sick and accident benefit plan, LTD plan, jury witness pay plan, or bereavement pay. Probationary employees will become eligible for designated holiday pay after eight (8) weeks accumulated employment.

**17:02**

The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, demotion, cut-backs, transfer, layoff, recall after layoff, job posting, and shift preference, senior employees shall be entitled to preference provided they have the physical fitness and ability to perform the work in a competent manner after a seven (7) day training period. This training period will not apply to Skilled Trades vacancies. If the above provisions fail to find the employee work, it may result in layoff.

**17:03**

Seniority shall be maintained and accumulated during:

1. absence due to layoff, sickness or accident
2. authorized leave of absence

**17:04**

**An** employee shall lose his seniority standing and be deemed terminated and his name shall be removed from all seniority lists for any one of the following reasons:

1. if the employee voluntarily quits.
2. if the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement.
3. (a) if the employee is laid off and fails to return to work within five (5) working days after he has been notified to do so by the Employer by registered mail to his last known address (a copy of such notice shall be sent to the Union). However, should the registered letter not be delivered in the ordinary course of mail through no fault of the employee, the five (5) working day period will commence only after the employee has become aware of his recall;  
(b) It shall be the duty of the employee or laid off person to notify the Human Resources Department promptly, in writing, of any change of address or telephone number. If an employee or laid off person should fail to do this, the Company will not be responsible for the failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records, or telephone to the telephone number which appears on the Company's records shall be conclusively deemed to have been received by the employee or laid off person.
4. If the employee has been on layoff for lack of work for a period of more than twenty-four **(24)** consecutive months:



5. If an employee is absent without permission for three (3) consecutive working days, without notifying the Company, unless he has a reasonable excuse for failing to notify
6. Retires or is retired at age 65
7. Failure to return to work immediately upon the expiration of a leave of absence unless failure to return is caused by emergency conditions which are beyond the control of the employee, or utilizing a leave of absence for any purpose other than that for which it was granted.

**17:05**

Seniority shall be on a plant-wide basis and shall mean total length of continuous service in the Bargaining Unit as defined in Article 2.

**17:06 Notice of Layoff**

- (a) If an employee feels that he has been laid off not in accordance with his seniority, he shall within three (3) working days notify the Company and the Union. It shall then constitute a grievance and shall be dealt with under the grievance procedure starting at Step 2.
- (b) If subsequently, it is settled in favour of the employee, he shall be reinstated in his former position and shall be compensated for time lost at his straight time day work hourly rate, less pay for any penalty time decided upon and less pay received from other employment, Employment Insurance benefits, or Welfare payments - provided welfare payments are not repayable to the Municipality.
- (c) **An** employee laid off not in accordance with seniority shall have the privilege of discussing his position with the Steward before leaving the plant.

**17:07 Layoff Procedures**

When it becomes necessary to lay-off employees the lay-off will first be discussed with the Bargaining Committee.

- (1) **An** employee with seniority who is being laid off will, at the option of the Company, be given three (3) days notice or three (3) days pay before the lay-off becomes effective. The employee

will be informed in writing by the Company of such lay-off. If notified by nine (9) o'clock a.m. it will be considered as first full day of notice. If an employee is absent every effort (i.e. phone or mail) will be made to inform said employee of such lay-off notice.

- (2) Employees who are being laid off from the plant may be assigned to work up to two (2) additional work days following the effective day of lay-off. A second lay-off notice would be required for employees to be laid off who are working after the expiration of the above period.
- (3) Test Station Operators and Journeypersons working in the Skilled Trades classification are not included in the plant wide system for lay-offs and recalls and will not be displaced by another employee in the plant. These employees will be subject to lay-offs and recalls only within their classification and in order of their seniority. Test Station Operators and Journeypersons being laid off may displace employees with less seniority elsewhere in the plant on jobs which they are capable of doing at the time and in such case they would be subject to lay-off in the plant wide system.
- (4) **An** Apprentice working in the Skilled Trades classification is not included in the plant wide system for lay-offs and recalls and will not be displaced by another employee in the plant. This employee will be subject to lay-offs and recalls only within his classification and in order of his seniority. **An** Apprentice being laid off may displace an employee with less seniority elsewhere in the plant on jobs which they are capable of doing at the time and in such case he would be subject to lay-off in the plant wide system.
- (5) In the event of a permanent closure of a division within the company, the company shall train senior employees for placement anywhere in the plant.
- (6) A temporary reduction of the work force for a period of not more than two (2) days shall not be subjected to the displacement and/or lay-off procedure of this Agreement. This temporary lay-off being due to fire, power failure, major mechanical breakdown, safety hazards which could endanger an employee(s) or conditions over which the Company has no control.

**17:08 Recall Procedure**

Employees who have been transferred because of lay-off shall be given the opportunity of returning to their former classifications/positions if and when available.

**17:09**

Committee persons and Union Stewards will be issued an up-to-date seniority list on or about May 30th and December 31st of each year. A copy posted on the plant bulletin boards for employee inspection and a copy of such seniority list shall be mailed to the Oshawa area office of the Union. Such Oshawa office union list shall contain the employees job classification, current rate of pay and the employees latest address and telephone number on file with the Company.

**17:10 Job Vacancies**

- (a) Announcements of opportunities for all job vacancies above class "A" in new or existing jobs, within the Bargaining Unit, will be posted on the bulletin boards for a period of three (3) full working days prior to the filling of the job vacancy. Employees desiring consideration in the filling of the job vacancy shall signify their desire by completing a Job Posting Form available in the Human Resources Department during the period in which it is posted. All jobs will be filled within five (5) days from the date of removal of the job vacancy announcement or a later date by mutual agreement of both parties.
- (b) The job vacancy shall be filled in accordance with the provisions of 17:02. Employees will be limited to two (2) successful job postings per twelve (12) month period.
- (c) An employee who is bypassed in favour of an employee with less seniority to fill the vacant job, shall be notified in writing as to the reason(s) he was not accepted. The name of the successful applicant shall be posted on the bulletin boards.
- (d) In cases of job vacancies where no employee is qualified, the Company will train from within the Bargaining Unit with the exception of skilled trades.

**17:11 Temporary Assignment**

- a) A temporary transfer of an employee at the request of the Company shall not last longer than two (2) full working weeks, unless an extension is mutually agreed upon between the Bargaining Committee and the Company. The same terms shall apply when he is requested to perform experimental work. Such extensions are not intended *to* conflict with the normal job posting procedures
- (b) Time worked by an employee on a temporary vacancy shall not be used against other employees should a permanent vacancy occur in such job.
- (c) When an employee is temporarily transferred for the convenience of the company to a lower rated job, they will receive their regular rate of pay. When transferred to a higher rated job, they will receive the higher rate of pay.
- (d) An employee with seniority transferring at his own request or under job posting to a higher class will receive his present rate of pay and progress as per schedule.
- (e) **An** employee with seniority transferring at his own request or under job posting to a lower class will receive the “12 Weeks Worked” rate and progress as per schedule in his new class.
- (f) An employee with seniority recalled to a higher classification will receive the “12 weeks worked” rate and progress as per schedule in his new class. When he has reached and maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will only have to qualify one time each year for each job.
- (g) **An** employee with seniority recalled to a lower classification will receive the “12 Weeks Worked” rate and progress as per schedule in his new class. When he has reached and maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will **only** have to qualify one time each year for each job.
- (h) (i) **An** employee with seniority being demoted or cut-back will receive the “12 Weeks Worked” rate and progress as per schedule in his new class. When he has reached and

maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will only have to qualify one time each year for each job.

- (ii) An employee being transferred due to cut-back, or lay-off, to a job where the employee has completed the learning period, shall go to the "12 Weeks Worked" rate of pay. When he has reached and maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will only have to qualify one time each year for each job.
- (i) **An** employee with seniority transferred at the Company's request will be paid his current hourly rate. Where a higher rate is applicable in his new class he will receive the "12 Weeks Worked" rate and will progress as per schedule. When he has reached and maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will only have to qualify one time each year for each job.
- (j) A probationary employee transferring at his own request or under job posting to a higher classification will receive his present rate of pay for the balance of his time period and progress as per schedule.
- (k) A probationary employee transferring at his own request or under job posting to a lower classification will receive the rate of pay in the new classification in his time period and progress as per schedule.
  - (i) When a probationary employee with less than eight (8) weeks of his probationary period served is recalled to a higher classification, he will receive the rate of pay in his new class in his time period and progress as per schedule.
  - (l) When a probationary employee with less than eight (8) weeks of his probationary period served is recalled to a lower classification, he will receive the rate of pay in his new classification in his time period and progress as per schedule.

(m) A probationary employee being demoted or cut-back will receive the rate of pay in the new classification in his time period and progress as per schedule.

**17:12 Preferential Seniority**

Stewards shall not be transferred from their department as long as there is work in their department which they are capable of doing at that time.

**17:13 Out of Bargaining Unit**

Any employee presently in, or who has been in, what is now the Bargaining Unit, who transfers to a position outside of the Bargaining Unit directly connected with the operation of the plant and who has had at least three (3) months service in the Bargaining Unit, may return or be transferred back to a position in the Bargaining Unit within three (3) months after having left the Bargaining Unit, and upon his return to the Bargaining Unit, he shall be placed in a position consistent with his seniority. Seniority will be credited for the time spent on such supervisory or other non-Bargaining Unit positions for a maximum of three (3) months. Any employee returning to the Bargaining Unit after three (3) months shall be returned as a new employee with no seniority.

**17:14**

An employee with seniority wishing to transfer to a Class A position will complete a written "Application for Transfer" form and submit same to the Human Resources Department. The Human Resources Department will discuss such application with the employee and the application will be filed and referred to when the desired vacancy occurs. "Application for Transfer" requests will be valid for a six month period only, unless renewed by the employee making the transfer request.

**ARTICLE XVIII  
LEAVE OF ABSENCE**

**18:01**

**Maternity Clause**

Employees absent on pregnancy or parental leave shall continue to participate in the benefit plans and their seniority shall continue to accrue during the period of absence in accordance with the Employment Standards legislation.

**18:02**

**An** employee upon written request on an approved leave of absence form submitted to the Human Resources Department, may be granted a leave of absence. The extent and number of such leaves will be contingent on the requirements of the business. Preference will be given to long service employees, and compassionate needs.

**18:03**

**Any** member(s) of the Union, up to a maximum of four (4) members elected or selected to perform Union duties, attend union conventions or seminars may be granted a leave of absence of up to a maximum of 25 days each per year with the President of the Union receiving an additional 25 days per year. Executive Board members to a maximum of seven (7) shall be granted a leave of absence of one (1) day prior to negotiations and one (1) day per company proposal to a maximum of five (5) days for the Executive Board members to review, unless otherwise agreed upon by both parties. A maximum two (2) week leave of absence will be granted for scholarships to a maximum of two (2) per year unless otherwise agreed upon by both parties. The above limits do not apply to the Bargaining Committee during negotiations.

**Any** member may be granted a leave of absence for whatever time is needed to accept employment with the USWA or any of its affiliates. On return, he shall be reinstated in accordance with his seniority.

The Human Resources Department will be notified in writing, by the Union President or his designate, one week in advance whenever possible when Union member(s) will be attending union meetings, union conventions or seminars giving the names of those attending and the duration of their absence

**ARTICLE XIX  
BEREAVEMENT**

**19:01**

- (a) In the event of a death in a member's family, the employee will be granted a leave of absence for a reasonable time. He will be reimbursed for time lost at work to attend, or attend to the funeral at straight time day work hourly rate earnings up to a maximum of three (3) days. The term "member" of an employees family means a husband, wife, child, parent, common-law spouse, parent-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, foster parent, step parent, step children, grandparent, and grandchild. The term "common-law spouse" means a person who, although not legally married to an employee, has co-habitated with an employee in a marriage-like relationship for at least (2) years prior to death.
- (b) If a death occurs in a member's family as described in 19:01 (a) and the employee is unable to attend, or attend to the funeral, he shall be granted a one day leave of absence with pay. The Company further agrees should a death occur during an employees vacation the employee will be granted the three (3) days leave of absence with pay as an extension of his vacation. For scheduling purposes the employee is required to inform the Company upon such death preferably by telephone.
- (c) The Company may request submission of proof of the death of the employees aforementioned relative before it approves Bereavement Pay.



**ARTICLE XX  
JURY AND WITNESS DUTY**

**20:01**

- (a) Jury Duty Pay - The Company agrees to pay an employee who serves as a juror in a legally constituted court or a subpoenaed witness, the difference between his earnings as a juror or subpoenaed witness and the straight time day work hourly rate earnings he would have realized had he worked his scheduled shift. In order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of notice for selection for jury duty and must furnish a written statement from the appropriate public officials showing the date and time served and the amount of pay received.
- (b) Employees who are selected for jury duty, or as a subpoenaed witness, who are on other than the day shift shall be assigned to the day shift for those days they are required to serve as jurors or subpoenaed witness.
- (c) Employees who are called for jury duty, or a subpoenaed witness are temporarily excused from attendance at court must report to work if a reasonable period of time remains to be worked in his shift.

**20:02**

- (a) Subject to the provisions of this article the Company will approve a leave of absence for sickness or injury for as long as it is required, providing that satisfactory evidence is submitted to the Company. Except when an employee is laid off during such absence the seniority provisions regarding lay-off and recall procedures of this agreement shall **apply**.
- (b) **An** employee with more than **five** (5) years service with the employer will be entitled to accumulate seniority up to a maximum period of thirty-six (36) months during which he receives weekly indemnity payments or long term disability benefits, whichever is applicable.

- (c) The above limits do not apply to employee's acting for Jury Duty or called as a subpoenaed witness.
- (d) The Company is to be informed of the expected duration of the leave by contacting the Human Resources Department. Employees MUST REPORT to the Human Resources Department at least once every two (2) weeks, while on an approved leave of absence for sickness or injury. Employees on approved leave of absence for sickness or injury may be required to furnish the Company with periodic medical certificates. Where more than one certificate is required and requested by the Company for any single illness or injury, the employee will pay for the first certificate and the company will pay for any additional certificates required.
- (e) On return to work the employee must furnish the Company with a doctor's certificate stating that he has been under the doctor's care for the duration of the illness and that he is able to return to his normal duties. If the employee is unable to perform his normal duties he will notify the Company three (3) working days **prior** to returning to work to enable the Company to locate a vacancy, at the prevailing rate of pay, to enable the employee to work until he can return to his normal duties. Such returning employee shall not displace a more senior employee. If an employee is absent for five (5) working days or less the aforementioned doctor's certificate will not be necessary unless requested by the Company,

**ARTICLE XXI  
HEALTH AND SAFETY**

**21:01**

Safety shoes are mandatory at all times while in the Plant. The Company will pay 50% of the cost of safety shoes, to a maximum of \$60.00 for each employee, who has completed his probationary period, each calendar year provided the employee submits a receipt to the Company showing the amount of the expenditure. The calendar year to be October 1st, to September 30th. The company will pay 50% of the cost of two pairs of safety shoes to a maximum of \$60.00 for each employee in

the following positions: Silk Screen, Plating and Warehouse, who has completed his probationary period. Probationary employees shall be reimbursed for their portion of the cost of safety shoes to a maximum of \$60.00 upon the successful completion of the probationary period upon submitting a receipt to the Company showing the amount of the expenditure.

**21:02**

The Company will continue to follow the requirements as set forth in the Occupational Health and Safety Act.

**21:03**

The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of not more than three (3) members elected or appointed by the Union and not more than three (3) members appointed by the Company.

**21:04**

The general duties of the Occupational Safety and Health Committee shall be:

- (a) To make a monthly inspection of the place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include serious accidents which might have caused injury to a worker, whether or not such injury occurred.
- (c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.
- (d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made and if no action has been taken, the reasons therefore shall be given.

- (e) The Union chairperson of the Committee shall accompany all authorized Safety Inspectors and Workers Compensation personnel on tours of the plant and evaluation of jobs and shall receive copies of any reports sent to the Company pertaining to such inspections.
- (f) Accident, injury, and occupational illness records shall be kept by the Company. All such reports issued by the company shall be made available to the Union chairperson of the joint occupational safety and health committee. These records shall include all reports required by the Department of Labour under the Occupational Health and Safety Act. The Company also agrees to make available to the Committee upon request, the trade name and/or technical description (including chemical analysis, if available) of any compounds and substances used at the workplace.

**21:05**

- (a) The Company shall supply all protective clothing including gloves, safety helmets, safety glasses (prescription), raincoats and other devices (excluding safety shoes) deemed necessary to protect employees from injuries arising from their employment with the Company.
- (b) The Company will pay the cost for two shop coats per year to a maximum of \$20.00 per coat to employees in the position of Maintenance Mechanic, Janitor and Tool Room employees, who have completed his probationary period, provided the employee submits a receipt to the Company showing the amount of the expenditure. The coats shall be regularly cleaned at the employee's own expense.

**ARTICLE XXII  
MISCELLANEOUS**

**22:01**

The Company shall provide and have printed sufficient copies of this agreement to fill the need of the Union membership. Cost of producing such copies to be shared equally between the Company and Union.

**22:02**

The "LEADHAND" is an hourly rated employee who is appointed by the Company, primarily to lead the work group of employees of which he is a member. His function is to assist and instruct others in the group, to maintain the scheduled flow of quality work as well as to do production work to which he is assigned. The leadhand does not have disciplinary authority and is not part of management

- (i) The premium rate of pay for "General Leadhands" will be 60 cents per hour
- (ii) The premium rate of pay for "Tool and Die Shop Leadhand" will be 60 cents per hour
- (iii) The premium rate of pay for "Maintenance Shop Leadhand" will be 60 cents per hour.

**22:03**

Members of the Bargaining Unit will be given the first opportunity for home work when the need becomes necessary.

**22:04**

The Employer will provide adequate relief when and where necessary on continuous operations.

**22:05**

All Letters of Agreement shall form and remain part of this agreement

**ARTICLE XXIII  
SEVERANCE PAY**

**23:01**

The Company will follow the requirements of the Employment Standards Act.

**ARTICLE XXIV  
BULLETIN BOARDS**

**24:01**

The Company agrees to permit the Union to post notice of meetings and other Union business and affairs of the Local Union on bulletin boards provided by the Company for such purposes. It is agreed, however, that notices to be placed on such bulletin boards shall be approved by the Manager Human Resources.

**ARTICLE XXV  
WELFARE**

**25:01**

- (a) The Health and Life Insurance Plans, shall become and remain part of this agreement in accordance of their respective provisions and shall be schedule "B" attached
- (b) The pension agreement, shall become and remain part of this agreement in accordance of its respective provisions and will be schedule "C" attached.

**ARTICLE XXVI  
APPRENTICESHIP PROGRAM**

**26:01**

Employees of the Company and those who have previous employment experience, who desire to become apprentices and are selected by the Apprenticeship Committee (whose decision will be final) will be allowed a percentage of the Journeyman's end rate as determined by the Apprenticeship Committee.

**26:02**

Apprentice rates of pay will be the established percentage of the Journeyman's end rate.

**26:03**

The Apprenticeship Committee will be composed of the Manager Human Resources, Maintenance/ Tool Room Supervisor and applicable department Leadhand.

**26:04**

The Apprenticeship Committee will be responsible to regulate discipline to an apprentice or to cancel the apprenticeship agreement for:

- |                        |  |
|------------------------|--|
| 1. Inability to Learn  | 4. Lack of Interest                    |
| 2. Unreliable          | 5. Failure to attend classes regularly |
| 3. Unsatisfactory Work | 6. Absenteeism                         |

**26:05**

f during the term of the Agreement the Apprenticeship and Tradesman Qualifications Act 1964 should be reviewed in such a manner that the Article no longer conforms to the term of the said Act, the parties shall immediately commence negotiations to make the necessary revisions to the affected portion to insure conformity with the said Act.

**26:06**

Fringe benefits applicable under the collective agreement shall apply to such trainees

**ARTICLE XXVII  
COLLECTIVE LABOUR AGREEMENT  
AMENDMENTS AND TERMINATION**

**27:01**

Amendments to this agreement may be made in writing and signed by both parties

**27:02**



This agreement shall become effective on the 1st day of October 1996, and shall remain in full force and effect until the 30th day of September 1999, and shall continue in effect thereafter from year to year for further periods of one (1) year each, unless either party shall have given written notice of termination or proposals for amendments to the other party no more than ninety (90) days prior to the expiration date or any yearly period thereafter. In the event of written notice of termination or proposals for amendments have been given by either party. As here in provided, negotiations shall be carried on during the notice period with a view to completing a new agreement.

**27:03**

Should such negotiations extend beyond the expiration date, this agreement shall remain in full force and effect as provided in the Ontario Labour Relations Act.

In Witness hereto the

Parties have

signed this March 24/97  
Date

Collective Labour Agreement

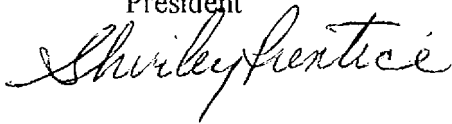
between

The United Steel Workers of America

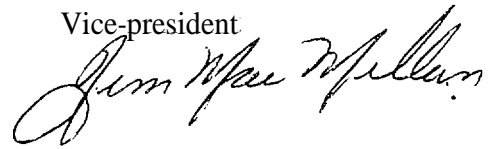
on behalf of

Local Union 921L

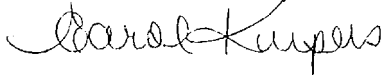
Shirley Prentice  
President



Jim MacMillan  
Vice-president



Carol Kuipers  
Executive Member



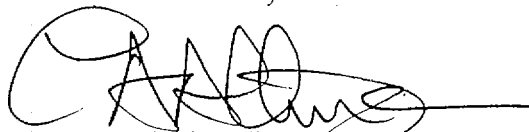
Ron Varley  
National Representative, USWA



and

J.E. Thomas Specialties Limited

Lindsay



Chris Allinson  
President and CEO



Linda Gordon  
Human Resources Manager



Clair Lucas  
Production Manager



**SCHEDULE "A"**  
**JOB CLASSIFICATIONS AND PAY RATES**

Effective October 1, 1996

- A** General Assembly - All areas and General Labour - All areas
  
- B** Packer of Antennas and (Packer of Electronics)
  - Rivettor of Antennas
  - Molding machine operator
  - Boom piercer operator
  - Chassis Wiring - Electronics production
  - Drill & tapping machine operator (for zinc boxes - Electronics production)
  - Wave solderer operator
  - Silk screen etching operator
  - Antenna hookup operator
  - 700/900/1000 Series and final module assembler
  - Mechanic assistant
  - Face painter - Halo Dolls
  - Hair rooting and eye setting - Halo Dolls
  - Packer of Halo Dolls
  - Fork lift operator and material handler
  - Electrostat paint line set up and operator
  - Janitors
  
- C** Utility rivettors
  - Heavy punch press (not bench presses - press room area)
  - Quality assurance inspector (2 yrs. Of chassis soldering or equivalent experience)
  - Chassis solderer - electronic production
  - Test station operator - electronics production (2 yrs. Of chassis soldering experience or equivalent)
  - Silk** screener - electronic production
  - Commercial antenna builder
  - NC operator
  - Homework instructor and quality inspector (2 yrs. of chassis soldering or equivalent experience)
  - Production arc welder
  - Building servicemen
  - Lead cutter
  - Prep table operator
  
- G** Mould set up and serviceman
  
- H** Production set up
  - Assistant shipper and receiver
  - Plater
  
- I** Tube **mill** set up and operator
  - Rotational molder operator
  
- K** Tube mill, mold set up, and blow mold set up

All Tool & Die Makers, Electricians, Skilled Maintenance Mechanics and Machinists will receive a one hundred (\$100.00) tool allowance in October, 1997 and each following October.

**\* NOTE:**

The parties further agree that the Maintenance Mechanic "Class **A**" will perform the duties of the Diesetter and Pressroom Set Up and Serviceman positions.

**EFFECTIVE - 1, OCTOBER, 1996**

**JOB CLASSIFICATION & PAY RATES**

	<b>START</b>	<b>6 WEEKS WORKED</b>	<b>12 WEEKS WORKED</b>	<b>4 WEEKS IN CLASS</b>	<b>2 MONTHS WORKED IN CLASS</b>	<b>3 MONTHS WORKED IN CLASS</b>
A	7.46	7.92	11.03			
B	7.63	8.17	11.03	11.15		
C	7.87	8.42	11.03	11.24		
G	8.12	8.67	11.03	11.24	11.34	
H	8.12	8.67	11.03	11.29	11.39	11.49
I	8.12	8.67	11.03	11.34	11.49	11.69
J	8.62	9.19	11.53	11.64	11.79	11.99
K	9.66	10.21	12.72	12.97	13.37	13.67

**SKILLED TRADES**

<b>CLASSIFICATION (SKILLED)</b>	<b>START JOURNEYMAN RATE</b>	<b>3 MONTHS WORKED</b>	<b>6 MONTHS WORKED</b>	<b>5 YEARS EXPERIENCE</b>	<b>CERT. OF QUALIFICATION OCT. 1, 1996</b>
Tool & Die Maker	13.44	14.47	--	15.75	16.25
Tool Room Machinist	11.02	12.99	--	13.74	14.24
<b>MAINTENANCE MECHANIC</b>					
Class "A"	10.97	12.59	13.14	13.39	13.89
Class "B"	10.47	12.29	13.04		13.54
Class "C"	10.27	12.19	12.94		13.44
Class "D" (semi skilled)	8.97	10.42	11.59		

The progression of the wage rates in skilled trades may be waived at the discretion of the Company

**EFFECTIVE - 1, OCTOBER, 1997**

**JOB CLASSIFICATION & PAY RATES**

	<b>START</b>	<b>6 WEEKS WORKED</b>	<b>12 WEEKS WORKED</b>	<b>4 WEEKS IN CLASS</b>	<b>2 MONTHS WORKED IN CLASS</b>	<b>3 MONTHS WORKED IN CLASS</b>
A	7.66	8.12	11.23			
B	7.83	8.37	11.23	11.35		
C	8.07	8.62	11.23	11.44		
G	8.32	8.87	11.23	11.44	11.54	
H	8.32	8.87	11.23	11.49	11.59	11.69
I	8.32	8.87	11.23	11.54	11.69	11.89
J	8.82	9.39	11.73	11.84	11.99	12.19
K	9.86	10.41	12.92	13.17	13.57	13.87

<b>CLASSIFICATION (SKILLED)</b>	<b>START JOURNEYMAN RATE</b>	<b>3 MONTHS WORKED</b>	<b>6 MONTHS WORKED</b>	<b>5 YEARS EXPERIENCE</b>	<b>CERT. OF QUALIFICATION OCT. 1, 1996</b>
Tool & Die Maker	13.64	14.67	--	15.95	16.45
Tool Room Machinist	11.22	13.19	--	13.94	14.44
<b>MAINTENANCE MECHANIC</b>					
Class "A"	11.17	12.79	13.34	13.59	14.09
Class "B"	10.67	12.49	13.24		13.74
Class "C"	10.47	12.39	13.14		13.64
Class "D" (semi skilled)	9.17	10.62	11.79		

The progression of the wage rates in skilled trades may be waived at the discretion of the Company

**EFFECTIVE - 1, OCTOBER, 1998**

	<b>START</b>	<b>6 WEEKS WORKED</b>	<b>12 WEEKS WORKED</b>	<b>4 WEEKS IN CLASS</b>	<b>2 MONTHS WORKED IN CLASS</b>	<b>3 MONTHS WORKED IN CLASS</b>
A	7.86	8.32	11.43			
B	8.03	8.57	11.43	11.55		
C	8.27	8.82	11.43	11.64		
G	8.52	9.07	11.43	11.64	11.74	
H	8.52	9.07	11.43	11.69	11.79	11.89
I	8.52	9.07	11.43	11.74	11.89	12.09
J	9.02	9.59	11.93	12.04	12.19	12.39
K	10.06	10.61	13.12	13.37	13.77	14.07

**SKILLED TRADES**

<b>CLASSIFICATION (SKILLED)</b>	<b>START JOURNEYMAN RATE</b>	<b>3 MONTHS WORKED</b>	<b>6 MONTHS WORKED</b>	<b>5 YEARS EXPERIENCE</b>	<b>CERT. OF QUALIFICATION OCT. 1, 1996</b>
Tool & Die Maker	13.84	14.87	--	16.15	16.65
Tool Room Machinist	11.42	13.39	--	14.14	14.64
<b>MAINTENANCE MECHANIC</b>					
Class "A"	11.37	12.99	13.54	13.79	14.29
Class "B"	10.87	12.69	13.44		13.94
Class "C"	10.67	12.59	13.34		13.84
Class "D" (semi skilled)	9.37	10.82	11.99		

The progression of the wage rates in skilled trades may be waived at the discretion of the Company

**SCHEDULE "B"**  
**HEALTH LIFE AND WELFARE PLAN**

	<u>Oct. 1/96</u>	<u>Oct. 1/97</u>	<u>Oct. 1/98</u>
<b><u>Life Insurance</u></b>	\$ 19,000.	\$ 20,000	\$ 22,000
<b><u>Accidental Death &amp; Dismemberment</u></b>	\$ 19,000.	\$ 20,000	\$ 22,000

**Weekly Indemnity Plan**                      1-1-8 day plan 30 week duration, 66 2/3% of pay rate to a maximum of current U.I.C. rate.

In consideration of the fact that the Company is providing Weekly Indemnity Benefits equal to the level required by the Unemployment Insurance Act for qualifying premium deduction, the parties hereby agree that the Company shall be entitled to retain the full amount, i.e.; twelve twelfths (12/12) of the premium reductions granted by the Unemployment Insurance Commission.

**Long Term Disability** - October 1st, 1996

After 30 weeks of disability, the plan pays:

66-2/3 of pay rate to a maximum of \$2,000.00/month for an additional 36 months.

**Comprehensive Health Care Plan**

(\$10.00/\$20.00 deductible)  
Glasses - \$150.00 every 2 years  
Chiropractors, Hearing Aids - every 5 years.

**Drug Plan**

35 cents cost to employee per prescription.

Any regular full time hourly paid employee actively engaged in his duties shall be entitled to the applicable benefits of the Health Life and Welfare plan. Present employees not actively at work, for any reason, on the effective date of the various Health Life and Welfare plans shall become eligible upon the date of the return to active employment.

**Pension Agreement**

Basic pension \$17.00 per month. Effective October 1, 1996 additional .50 future service only.

Effective Oct. 1/97, additional .50 future service only. Effective October 1, 1998, additional \$1.00 future service only.

Supplementary Pension \$7.50 per month multiplied by years of service. 5 year Certain. Minimum guarantee of 5 years.

Where an employee is to receive Pension information, such employee shall be accompanied by a Union representative, unless the employee requests otherwise

**Future of the Pension Plan in the event of Wind-up of the Company**

In accordance with the present rules of the plan, the pension assets will be used to provide benefits for pensioners and members as determined by the Company in the consultation with its independent actuary, in accordance with the following sequence of priority:

- (a) The provision of full benefits for those already receiving their pension, i.e.: present pensioners.
- (b) The provision of pensions for those who are entitled to normal or postponed retirement benefits, i.e.: those members at age 65 or over who are eligible for retirement but who have not retired as of the date of the termination of the plan or the wind-down of the Company.
- (c) The provision of early retirement benefits for those members who are eligible to early retire under the plan.
- (d) The provision of the amount of vested pension benefits for each member, i.e.: the amount of pension benefits in respect of members who have attained age 42 and completed ten years of continuous service.
- (e) The provision of any coverage in cash in proportion to the length of credited service or seniority held by all employees.

Alternatively, by mutual agreement between the Union and the Company, the Company will use the assets to finance any new retirement plan or fund under which the employees participating in this plan shall be entitled to pensions.

If the Company becomes wound-up or bankrupt, the assets of the trust fund will be applied for the benefit of pensioners and members in an equitable manner determined by the liquidator or trustee in bankruptcy of the Company in consultation with an actuary. As a fully registered and qualified plan, the Bargaining Unit Pension Plan conforms to all the required statutory provisions relative to wind-down and dispersal of funds.

**ALL NOTED HEALTH LIFE AND WELFARE PLANS INCLUDING PENSION PLAN**

**WILL BE 100% PAID BY THE COMPANY AFTER THE PROBATIONARY EMPLOYEE**

**HAS WORKED TWELVE (12) WEEKS IN THE PREVIOUS TWELVE (12) MONTHS.**