

ORIGINAL

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COLLECTIVE LABOUR AGREEMENT

BETWEEN

J.E. THOMAS SPECIALTIES LIMITED

LINDSAY, ONTARIO

AND

THE UNITED STEELWORKERS OF AMERICA

ON BEHALF OF

LOCAL 921L

EFFECTIVE OCTOBER 1, 1999

EXPIRY SEPTEMBER 30, 2002

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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, students employed during the school vacation period, and office cleaning staff.
- (b) Students will not perform work normally done by Bargaining Unit employees,
- (c) Skilled Trades employees shall not do routine work performed by Bargaining Unit employees except in the case of 17:07(3) and 17:07(4) or in extreme emergencies.

2:03

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 eight (8) or less employees under their supervision working the midnight shift may help or assist those employees on a year round basis.

2:05

In this agreement, words using the feminine gender include the masculine gender.

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 and reasonable 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

The parties agree that there shall be:

- (a) NO discrimination or intimidation against any employee in respect of employment status or membership in the Union, or officers of the Union, or because 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.
- (c) Compliance with all the applicable statutes of Ontario and Canada.

**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 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 her 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 her 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 her within the same time limits as 7:04 (a) above.
- (c) 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 she is employed, she will first obtain permission from the Supervisor on duty in that department.

7:05

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 but not including conciliation. "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 7:00 a.m. to 3:30 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.
- (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 15
WAGE PROGRAM AND SHIFT BONUS

9:01

The wage rates of all employees covered by this agreement shall become effective on the date of ratifying 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 her proper starting time shall be given a minimum of four **(4)** hours pay at her 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 her regular shift, there is no further work available on her operations or group of operations for the balance of the shift, she may be assigned to other work which she is capable of performing or paid for one (1) additional hour or the remainder of her 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 her 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 -- 45 cents per hour.
- (b) for all hours worked on the regularly scheduled night shift -- 50 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 her treatment at her straight time day work hourly rate and for the balance of the shift if sent home and substantiated by the return of the "Treatment of Memorandum" to the First Aid Department within one (1) working day or as soon as possible.
- (b) If an employee is injured as in (a) above upon request, she will be shown her initial report to the Workplace Safety and Insurance Board.
- (c) Employees receiving WSIB 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 her regular work shift and cannot perform her duties, she will be permitted to retire to the sick room without loss of pay for a maximum of thirty (30) minutes, after which time she will be clocked out on her 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 WSIB 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 her normal shift hours exclusive of any premium payments for the following eleven (11) designated holidays:

1999 Holidays

Thanksgiving Day	Monday October 11, 1999
Christmas Day	Monday December 27, 1999
Boxing Day	Tuesday December 28, 1999
Floating Holiday	Wednesday December 29, 1999
Floating Holiday	Thursday December 30, 1999

2000 Holidays

New Year's Day	Friday December 31, 1999
Good Friday	Friday April 21, 2000
Victoria Day	Monday May 22, 2000
Canada Day	Monday July 3, 2000
Civic Holiday	Monday August 7, 2000
Labour Day	Monday September 4, 2000
Thanksgiving Day	Monday October 9, 2000
Christmas Day	Monday December 25, 2000
Boxing Day	Tuesday December 26, 2000
Floating Holiday	Wednesday December 27, 2000
Floating Holiday	Thursday December 28, 2000

2001 Holidays

New Year's Day	Monday January 1, 2001
Good Friday	Friday April 13, 2001
Victoria Day	Monday May 21, 2001
Canada Day	Monday July 2, 2001
Civic Holiday	Monday August 6, 2001
Labour Day	Monday September 3, 2001
Thanksgiving Day	Monday October 8, 2001
Christmas Day	Tuesday December 25, 2001
Boxing Day	Wednesday December 26, 2001
Floating Holiday	Thursday December 27, 2001
Floating Holiday	Friday December 28, 2001

2002 Holidays

New Year's Day	Tuesday January 1, 2002
Good Friday	Friday March 29, 2002
Victoria Day	Monday May 20, 2002
Canada Day	Monday July 1, 2002
Civic Holiday	Monday August 5, 2002
Labour Day	Monday September 2, 2002

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 her 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.
 - (vi) Authorized Union Leave of Absence
- (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), (iii), (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, she shall not lose her 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 her 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 her 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. If there is to be a Plant vacation shutdown it will be the last two (2) weeks in July. Any earned vacation will be scheduled by mutual agreement. Vacations shall not accumulate and must be taken before December 31st of the current vacation year. The company will provide notice of a plant vacation shutdown, if it is to occur, by May 1st of each year. 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 by May 15th of the current year.
3. The "Application for Vacation" slips will be completed and returned to the employee by June 1st of the current year.
4. The employees will resubmit requests for any unapproved vacation weeks as soon as possible thereafter in order that remaining earned vacation time may be scheduled by mutual agreement.

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

11:02

Employees shall receive vacation with pay on the following basis:

<u>Length of Service</u>	<u>Vacation</u>	<u>Vacation Pay as a % of Earnings</u>
Less than 1 yr. as of June 30 th	1 week	4%
1 yr. but less than 5 as of June 30 th	2 weeks	4%
5 yrs. but less than 10 as of June 30 th	3 weeks	6%
10 yrs. but less than 20 as of June 30 th	4 weeks	8%
20 yrs. but less than 26 as of June 30 th	5 weeks	10%
26 yrs or more as of June 30 th	6 weeks	12%

11:03

“Earnings” for the purpose of the Article means the aggregate of the following paid during the twelve month period prior to June 30th:

Wages for hours worked including overtime

Premiums

Bereavement

Jury Duty

Holiday Pay

Vacation Pay for the previous year

Workers Compensation Benefits paid for time lost at work during the previous year.

11:04

Employees will be paid by July 8th or when they take their vacation if requested two (2) weeks prior to vacation taken.

- (a) An employee whose employment with the Company is severed for any reason, shall receive with her last pay four, six, eight, ten or twelve percent, whichever is applicable according to her seniority, of her actual earnings during the period for

which she has not previously received vacation pay. If the employee dies, her estate will receive the vacation pay to which she is entitled.

(b) **An** employee who is absent because of sickness or injury will receive vacation pay in accordance with her seniority.

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 her 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 her regular shift will be granted a ten (10) minute rest period before starting the overtime work and a ten (10) 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, she will be granted the same rest and lunch periods as when observed by the employees on the shift in which she is working.

13:04

If an employee is called back to work, she 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 (24) hours in advance, an employee who is required to work more than two (2) hours past her regular finishing time will be paid six dollars (\$6.00) 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 amongst capable employees at the time. Overtime shall be voluntary.

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 her 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

- (a) An employee has no grievance until she, either directly or through the Union has first given her Supervisor an opportunity to adjust the grievance.
- (b) If after registering the grievance with the Supervisor **and** such grievance is not settled within one (1) regular working day then the following steps of the Grievance Procedure may be invoked:

14:03

Step 1

If the supervisor does not adjust the grievance to the satisfaction of the Employee, the grievance may be submitted in writing to the supervisor through the Union within three (3) working days of the supervisors' decision. 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 2

If the decision of the supervisor is not satisfactory, the grievance may be submitted within five (5) working days of the supervisors decision to the Production Manager, who shall within five (5) working days hold a meeting between not more than three (3) members of the Union Bargaining Committee, and appropriate representatives of Management, in an attempt to resolve the grievance. The Production Manager or their designee shall within a further five (5) working days give his decision, in writing, to the Union.

Step 3

If the grievance remains unsettled at the conclusion of Step 2, the grievance may be submitted within five (5) working days to the President or his designate, 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 the Grievor may be present at this meeting if requested by either Party. The President 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 Three (3) 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 Three (3).

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 grievance.

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 allowances 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 she 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 her termination or suspension.

15:02

An employee who has been dismissed or suspended without notice, shall have the right to interview her 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 for just cause and given, in the presence of a Union Steward, and all such notices shall be withdrawn from the employee's file after a period of twelve (12) 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.

16:08

The parties agree to consider the services of a Grievance Mediation Officer while awaiting an arbitration hearing.

ARTICLE XVII

SENIORITY & WAGE TRANSFERS

17:01

- (a) New employees will be considered probationary until they have worked twelve (12) weeks in the previous twelve (12) months and shall be subject to discharge at the sole discretion of management. Seniority shall then be credited for her accumulated probationary period, excluding all time lost, except for absence

while out on WSIB 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, cutbacks, 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 her seniority standing and be deemed terminated and her 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 she has been notified to do so by the Employer by registered mail to her 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 her 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 her 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 she 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 she has been laid off not in accordance with her seniority, she 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 1.
- (b) If subsequently, it is settled in favour of the employee, she shall be reinstated in her former position and shall be compensated for time lost at her 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 her 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) The seven (7) senior 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

Journey person 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 her classification and in order of her 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 she 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 employee's 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 after their seven (7) day training period **in** favour of an employee with less seniority to fill the vacant job, shall be notified in writing as to the reason(s) she 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 after the seven (7) day training period, the Company will train the most senior applicant 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. Such temporary transfers would be on a basis of senior employees who are capable, being given the preference. The same terms shall apply when she 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 her own request or under job posting to a higher class will receive her present rate of pay and progress as per schedule. When she has reached and maintained the production standards on that job she will receive the top rate of pay.
- (e) A probationary employee transferring at her own request or under job posting to a higher classification will receive her present rate of pay for the balance of her time period and progress as per schedule.
- (f) A probationary employee transferring at her own request or under job posting to a lower classification will receive the rate of pay in the new classification in her time period and progress as per schedule.
 - (i) When a probationary employee with less than eight (8) weeks of her probationary period served is recalled to a higher classification, she will receive the rate of pay in her new class in her time period and progress as per schedule.
- (g) When a probationary employee with less than eight (8) weeks of her probationary period served is recalled to a lower classification, she will receive the rate of pay in her new classification in her time period and progress as per schedule.
- (h) A probationary employee being demoted or cut-back will receive the rate of **pay** in the **new** classification in her 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 a 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 her return to the Bargaining Unit, she shall be placed in a position consistent with her 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

Any 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 (6) 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 will 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 her seniority.

The Human Resources Department will be notified in writing, by the Union President or her 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.

18:04

The Company agrees to continue the pay and benefits of any employee absent from **work** on Union business which is not paid for by the Company as provided elsewhere in the Agreement, and the Union shall reimburse the Company for such wage and benefit payments upon receipt of a monthly statement. Such payment will be comprised of wages, C.P.P., E.I., Vacation Pay **and** WSIB.

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. She 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 a funeral, she shall be granted a one (1) 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 her 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 her earnings as a juror or subpoenaed witness and the straight time day work hourly rate earnings she would have realized had she worked her 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 her shift.

20:02

Sick Leave

- (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 she 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 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 she has been under the doctor's care for the duration of the illness and that she is able to return to normal duties. If the employee is unable to perform her normal duties she 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 she can return to her 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 100% of the cost of safety shoes, to a maximum of \$60.00 for each employee, who has completed her 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 100% of the cost of two pairs of safety shoes to a maximum of \$60.00 for each employee in the following positions: Silk Screen, Alodizing, and Warehouse, who has completed her 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 or a union member of the Joint Health and Safety Committee, or if none is available another union member shall accompany all authorized Safety Inspectors and Workplace Safety and Insurance Board 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 \$25.00 per coat to employees in the position of Maintenance Mechanic, Janitor and Tool Room employees, who have completed her 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.

21:06

- (a) Notwithstanding Article 21:02, an employee may refuse to do work where she has reason to believe that to do such work would endanger herself or another employee.
- (b) No disciplinary action shall be taken against any employee by reason of the fact that she has exercised her **right** under 21:06 (a)
- (c) The procedures to follow with regards to a work refusal will be as per "The Occupational Health and Safety Act" in effect on September 8, 1999.

ARTICLE XXII
MISCELLANEOUS

22:01

The company shall provide and have printed sufficient copies of this agreement to fill the needs 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 she is a member. Her 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 she 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 of 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 of Human Resources, Maintenance/Tool Room Supervisor and applicable department Leadhand.

26:04

The Apprenticeship Committee will be responsible 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

If 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 1999, and shall remain in force and effect until the 30th day of September 2002, 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 JANUARY 18, 2000
Date

Collective Labour Agreement

between

The United Steel Workers of America

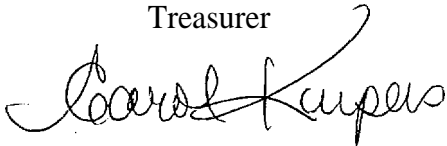
on behalf of

Local Union 921L

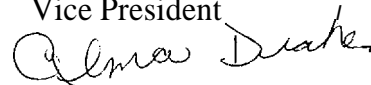
Shirley Prentice
President



Carol Kuipers
Treasurer



Alma Drake
Vice President



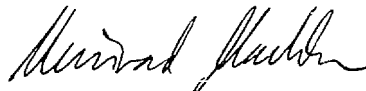
Ron Varley
National Representative, USWA



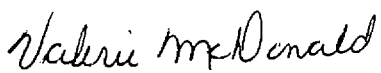
And

J.E. Thomas Specialties Limited

Lindsay Electronics



Meinrad Mächler
President and CEO



Valerie McDonald
Human Resources Manager



Clair Lucas
Production Manager

Schedule "A"
JOB CLASSIFICATIONS AND PAY RATES

- A General Assembly - All areas and General Labour - All areas

- B Packer of Antennas and (Packer of Electronics)
Rivetter 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
Face painter - Halo Dolls
Hair rooting and eye setting - Halo Dolls
Packer of Halo Dolls
Fork lift operator and material handler
Janitors
Final Assembly 100 Series
Final Assembly LGT

- C Utility rivettors
Heavy punch press (not bench presses - press room area)
Quality assurance inspector (2yrs. of chassis soldering or equivalent experience)
Chassis solderer electronic production
Test station operator - electronics production (2yrs. 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)
Building servicemen
Lead cutter
Prep table operator
Alodizing

- G Mould set up and servicemen

- H Production set up
Assistant shipper and receiver
Mechanic Assistant

- I Tube mill set up and operator
Rotational molder operator

- K Tube mill, mold setup, and blow mold set up

All Tool & Die Makers, Electricians, Skilled Maintenance Mechanics and Machinists will receive a one hundred and twenty five (\$125.00) dollar tool allowance with receipts of purchase in October, 1999 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, 1999
JOB CLASSIFICATION & PAY RATES

	START	6 WEEKS WORKED	12 WEEKS WORKED	2 WEEKS IN CLASS
A	8.06	8.52	11.63	
B	8.23	8.77	11.63	11.75
C	8.47	9.02	11.63	11.84
G	8.72	9.27	11.63	11.94
H	8.72	9.27	11.63	12.09
I	8.72	9.27	11.63	12.29
J	9.22	9.79	12.13	12.59
K	10.26	10.81	13.32	14.27

SKILLED TRADES

CLASSIFICATION (SKILLED)	START JOURNEYMAN RATE	3 MONTHS WORKED	6 MONTHS WORKED	5 YEARS EXPERIENCE	CERT. OF QUALIFICATION OCT. 1, 1999
Tool & Die Maker	14.04	15.07		16.35	16.85
Tool Room Machinist	11.62	13.59		14.34	14.84
Maintenance Mechanic					
Class "A"	11.57	13.19	13.74	13.99	14.49
Class "B"	11.07	12.89	13.64		14.14
Class "C"	10.87	12.79	13.54		14.04
Class "D" (semi skilled)	9.57	11.02	12.19		

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

EFFECTIVE – 1, OCTOBER, 2000
JOB CLASSIFICATION & PAY RATES

	START	6 WEEKS WORKED	12 WEEKS WORKED	2 WEEKS IN CLASS
A	8.31	8.77	11.88	
B	8.48	9.02	11.88	12.00
C	8.72	9.27	11.88	12.09
G	8.97	9.52	11.88	12.19
H	8.97	9.52	11.88	12.34
I	8.97	9.52	11.88	12.54
J	9.47	10.04	12.38	12.84
K	10.51	11.06	13.57	14.52

SKILLED TRADES

CLASSIFICATION (SKILLED)	START JOURNEYMAN RATE	3 MONTHS WORKED	6 MONTHS WORKED	5 YEARS EXPERIENCE	CERT. OF QUALIFICATION OCT. 1, 1999
Tool & Die Maker	14.29	15.32		16.60	17.10
Tool Room Machinist	11.87	13.84		14.59	15.09
Maintenance Mechanic					
Class "A"	11.82	13.44	13.99	14.24	14.74
Class "B"	11.32	13.14	13.89		14.39
Class "C"	11.12	13.04	13.79		14.29
Class "D" (semi skilled)	9.82	11.27	12.44		

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

EFFECTIVE – 1, OCTOBER, 2001
JOB CLASSIFICATION & PAY RATES

	START	WORKED	WORKED	IN CLASS
A	8.61	9.07	12.18	
B	8.78	9.32	12.18	12.30
C	9.02	9.57	12.18	12.39
G	9.27	9.82	12.18	12.49
H	9.27	9.82	12.18	12.64
I	9.27	9.82	12.18	12.84
J	9.77	10.34	12.68	13.14
K	10.81	11.36	13.87	14.82

SKILLED TRADES

CLASSIFICATION (SKILLED)	START JOURNEYMAN RATE	3 MONTHS WORKED	6 MONTHS WORKED	5 YEARS EXPERIENCE	CERT. OF QUALIFICATION OCT. 1, 1999
Tool & Die Maker	14.59	15.62		16.90	17.40
Tool Room Machinist	12.17	14.14		14.89	15.39
Maintenance Mechanic					
Class "A"	12.12	13.74	14.29	14.54	15.04
Class "B"	11.62	13.44	14.19		14.69
Class "C"	11.42	13.34	14.09		14.59
Class "D" (semi skilled)	10.12	11.57	12.74		

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. 1/99</u>
<u>Life Insurance</u>	\$25,000.
<u>Accidental Death & Dismemberment</u>	\$25,000.

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

The definition of hospitalization shall be: Any treatment that is required to be given at a Hospital or clinic (with the exception of after hours clinics)

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, 1999

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
Coordination of Benefits
All benefits cease at age 65

Any regular full time hourly paid employee actively engaged in her 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.

Benefits will continue during the month of layoff.

Pension Agreement

Effective November 13, 1999, basic pension of \$18.00 per month per year of credited service to September 30, 1998, \$19.00 per month per year of credited service from October 1, 1998 to September 30, 2000, \$19.50 per month per year of credited service from October 1, 2000 to September 30, 2001, and \$20.00 per month per year of credited service on and after October 1, 2001.

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.

APPENDIX "A"

COST OF LIVING FORMULA

- A. The amount of interim increase shall be calculated and recalculated as provided below on the basis of the Consumer Price Index published by Statistics Canada (1961- 100) and hereinafter referred to as the C.P.I. index. "The base of calculation" – the average C.P.I. index for the months of December, 1999, January and February 2000.
- 1) The first adjustment will be calculated and paid as of the first pay period following June 15, 2000. It will reflect 1 cent for each .45 points that the average C.P.I. index for the months of March, April, and May, 2000 exceeds the base calculation.
 - 2) The second adjustment will be calculated and paid as of the first pay period following September 15, 2000. It will reflect 1 cent for each full .45 points that the average C.P.I. index for the months of June, July, and August, 2000 exceeds the base of calculation.
 - 3) The third adjustment will be calculated and paid as of the first pay period following December 15, 2000. It will reflect 1 cent for .45 points that the average C.P.I. index for the months of September, October, and November, 2000 exceeds the base of calculation.
 - 4) The fourth adjustment will be calculated and paid as of the first pay period following March 15, 2001. It will reflect 1 cent for each full .45 points that the average C.P.I. index for the months of December, 2000 January and February, 2001 exceeds the base of calculation.
 - 5) The fifth adjustment will be calculated and paid as of the first pay period following June 15, 2001. It will reflect 1 cent for each full .45 points that the average C.P.I. index for the months of March, April, and May, 2001 exceeds the base of calculation.
- B. The C.O.L.A. payments shall be paid, subject to the terms and conditions hereinafter set out in addition to the provisions of Section A of this appendix.
- 1) The cost of living allowance will, if applicable, be paid to each employee who has completed her probationary period.

- 2) The C.O.L.A. in effect at any time shall not form part of an employee's applicable hourly rate.
- 3) In the event that Statistics Canada does not issue the C.P.I. on or before the beginning of the pay periods referred to in paragraphs, Section **A** of this appendix, any adjustment in the C.O.L.A. required by the C.P.I. shall be effective at the commencement of the pay period following the official publication of the C.P.I.
- 4) No adjustment, retroactive or otherwise shall be made due to any revision which may later be made in any Consumer Price Index published by Statistics Canada.
- 5) If the C.P.I. is discontinued or amended by Statistics Canada, the parties shall negotiate an appropriate adjustment or conversion factor to assure that employees will be entitled to that cost of living adjustment which would have resulted had the C.P.I. not been discontinued or amended.
- 6) The C.O.L.A. shall be considered a premium and as such will be paid if applicable, only for hours actually worked by the qualified employees actively employed by the company. The C.O.L.A. will be included in calculating holiday pay, vacation pay, jury duty, subpoenaed witness and will be boxed on her pay stub. No overtime premium shall be paid on this allowance.
- 7) It is agreed that the C.O.L.A. formula in Appendix "A" shall be inactive for the life of the CLA.