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COLLECTIVE AGREEMENT Between	OMPARE EMPLOYÉS	50	



— and —

TEAMSTERS LOCAL 880

January 2, 1994 - January 1, 1997

Any disputes arising over any interpretation of the language printed in this booklet, the original signed collective agreement papers will be consulted, and if any differences or discrepancies occur between the two, then the original signed collective agreement will prevail over the printed words in this booklet.

09-3802.

**COLLECTIVE
AGREEMENT**

Between

CANADIAN ELECTROCOATING LIMITED

— and —

TEAMSTERS LOCAL 880

January 2, 1994 - January 1, 1997

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SEP 14 1994

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COLLECTIVE AGREEMENT

Between

CANADIAN ELECTROCOATING LIMITED

(hereinafter referred to as "the Company")

OF THE FIRST PART:

— and —

TEAMSTERS LOCAL 880

(hereinafter referred to as "the Union")

OF THE SECOND PART:

January 2, 1994 - January 1, 1997

ARTICLE 1 - PURPOSE

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its employees, to provide for settlement of grievances and to maintain satisfactory working conditions, hours of work, and wages for all employees subject to this agreement.

ARTICLE 2 - RECOGNITION

2:01 The Company recognizes the Union as the sole bargaining agent of all employees of the

Company in its plant, save and except engineers, technicians, supervisors, persons above the rank of supervisor, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during school vacation periods.

- 2:02 (a) The Union recognizes the right of the Company to hire, assign work, promote and demote, transfer, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and extent herein provided.
- 2:02 (b) The Union further recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its obligations. In addition, the location of plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely the responsibility of the Company. The Company shall also have the right to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.
- 2:02 (c) The Company agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted.
- 2:03 The Company and the Union agree that supervisors and those above the rank of supervisor will not perform any work normally assigned to the bargaining unit except:

- (a) For the purpose of instructing or training of employees in the bargaining unit;
- (b) In the event of a production emergency *or* development of the process;
- (c) In the event of an emergency, ~~perform~~ the start-up and shutdown of the process.

ARTICLE 3 - UNION SECURITY

3:01 As a condition of continued employment, all present employees covered by this agreement shall become and remain members of the Union at the signing of the agreement and all new employees covered by this agreement shall become and remain members of the Union after the completion of their probationary employment.

3:02 The Company agrees to check off initiation **fees**, regular monthly union dues and assessments in the amounts as authorized in accordance with the Constitution and By-laws of the International Union and the Local Union.

The Company agrees, for the duration of this Agreement, to deduct from the last pay cheque each month, the monthly dues of any employee covered by this Agreement, and to remit such monies ~~so~~ deducted to the head office of the Local Union along with a list of the employees for whom the monies were deducted not later than the fifteenth **(15)** day of the month following the date upon which such monies were deducted. The checkoff list will include social insurance numbers and names, In the **case** of an employee

on Workers' Compensation, the checkoff shall indicate that such employee was on W.C.B.

3:03 The Company agrees to show the total amount of dues deducted for the year, on each employee's T4 slip when issued.

ARTICLE 4 - PLANT COMMITTEE

4:01 (a) The Company acknowledges the right of the Union to appoint or otherwise select from the plant union membership, a Plant Committee composed of not more than three (3) stewards and three (3) ~~alternate~~ stewards, one (1) to be assigned to each active shift.

The committee shall meet monthly to maintain a harmonious relationship between management and labour. The committee shall be paid at their straight time hourly rate for attendance at scheduled meetings held on Company premises.

The Union Business representative may sit in on any and all such meetings. Notification of the Union Business representative shall be the responsibility of the ~~committeeperson~~ person.

4:01 (b) Each member of the above committee shall have at least one (1) year of seniority with working hours of the plant, subject to prior notification to the Company.

4:01 (c) The Union agrees to notify the Company in writing from time to time of the names of the members of the Plant Committee and the effective date of their appointment

- 4:01 (d) If the Union Steward is absent from the Company's employment because of illness or leave of absence, the Company will recognize an alternate steward on that shift.
- 4:02 The Union will notify the Company in writing of the name of the Union Business Representative.
- The Union Business Representative shall be allowed to enter the Company's Prince Road premises to deal with the administration of this Agreement, provided he does not interfere with the normal operation of the Company. Such entry is limited to the normal working hours of the plant, subject to prior notification to the Company.
- 4:03 For the purpose of layoff, the steward shall be established on the seniority list as first man provided they have the necessary skills and qualifications. This will not apply to alternate stewards.
- 4:04 The Company agrees to pay Union Stewards at their regular rate of pay for a reasonable amount of time spent dealing with grievances in the plant during the Union Steward's regular working hours, and does not include time spent on grievances after they have reached the arbitration stage. The above procedure shall also apply to group grievances.
- 4:05 The Union recognizes and agrees that stewards as well as other employees have regular duties to perform. Stewards will notify their supervisor of the department where they are respectfully employed and shall be permitted during their

working hours without loss of time or pay to attend to Union business requirements including but not limited to dues receipts, Workers Compensation issues, leaves of absence issues and discussions with management, union, and workers with complaints or grievances, subject to a maximum absence from their regular duties of one (1) hour within the hours comprising one working day. The time may be extended with mutual agreement of the supervisor and steward. (Such approval shall not be unjustly withheld.)

Whenever, in the opinion of the supervisor concerned more than a reasonable period of time shall have been taken by a steward to accomplish such business requirements the supervisor of the department to which the steward is attached shall decline to approve payment to such steward for such excess time.

4:06 The Company will verbally notify the Union through the Alternate Steward, by telephone, or FAX prior to the suspension or discharge of a Steward.

The Company will confirm to the Union Business Representative such action in writing by registered mail, telegram or FAX machine.

Failure of the Company to comply with this procedure will render the dismissal or suspension null and void.

4:07 The Company agrees to make available to the Union Stewards an in-plant Union Office, for their exclusive use when conducting union business.

4:08 The Company will provide a glass enclosed, locked bulletin board conspicuously placed for the exclusive use of the Union.

ARTICLE 5 - GRIEVANCE PROCEDURE

5:01 (a) Any employee who has any complaint or question shall first discuss the matter with their supervisor. Their Union Steward shall accompany the employee when requested. Any matter not settled at this stage may become the subject of a grievance and dealt with as follows:

STEP NO. 1. - The grievance of the employee shall be stated in writing on a standard form to be supplied by the Union. The form shall be completed and signed by the employee making the complaint or question, and steward. The form will then be presented to the *supervisor* or Personnel Manager who will answer the grievance in writing and return the form to the steward within five (5) working days of receipt.

STEP NO. 2. - If the decision of the supervisor or Personnel Manager is not **satisfactory**, **the** steward may appeal the decision to the Plant Manager or management appointee in writing. The matter shall be discussed between Management, the Plant Committee and the Union Business representative.

Such meeting shall take place not later than five (5) working days after the appeal was registered or at such time agreed to by the parties.

STEP NO. 3 - If Management's decision at Step

No. 2 is not satisfactory, then the grievance may be referred to arbitration as herein provided. Management shall give its decision to the Plant Committee within five (5) working days following the meeting at Step No. 2.

The Union Business representative shall be supplied by the Company, minutes of all Labour Management Meetings.

- 5:01 (b) Prior to proceeding to arbitration, any grievance may be submitted to a Joint Grievance Committee.

The Grievance Committee shall be composed of two (2) persons, one (1) of whom shall be a Manager selected by the Company, and one (1) Teamster Union Official who shall be selected by the Local Union concerned. It is understood that the Company will not select a Manager from the area in which the grievance originated, nor will the Union select an official from the local union involved in the grievance, but shall be from a Local Union that is signatory to this agreement.

A decision of the Joint Grievance Committee on the disposition of a grievance shall be deemed to be the settlement of the grievance and binding on the employee, the Union and the Company. Settlements reached by the Joint Grievance Committee shall not be used as precedents. In the event the Grievance Committee is deadlocked and unable to render a decision, either party may refer the grievance to arbitration in accordance with Article 6:0.

Each of the parties hereto, will **bear** the expense

of their appointee to the Grievance Committee.

The Grievance Committee shall not have the right to alter or change any provisions of the Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Grievance Committee, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Grievance Committee.

- 5:01 (c) Any time limits mentioned in this Article may be extended by mutual agreement, in writing.
- 5:01 (d) It is mutually agreed that no grievance will be considered, the alleged circumstances of which originated or occurred more than three (3) working days prior to the original presentation, except in the case of a grievance regarding wages which shall have a time limit of one (1) full pay period after issuance of pay.
- 5:01 (e) A grievance which has not been processed to the next step of the grievance procedure within five (5) days after the answer has been received, or a shorter period where such is stipulated, shall be deemed to have been withdrawn unless written notice to the contrary has been received.

ARTICLE 6 - ARBITRATION

- 6:01 (a) If the decision of Management is not satisfactory

to the employee concerned they may, by serving written notice of appeal to the Company, through the Plant Committee within ten (10) working days of the delivery of Management's decision, appeal therefrom to an impartial arbitrator to be selected by the parties to the agreement. Should the parties fail to agree upon an arbitrator within five (5) working days of receipt by the Company of the notice of appeal, then either party may request the Ministry of Labour of the Province of Ontario, to appoint an impartial arbitrator. The decision of the impartial arbitrator shall be final and binding on both parties.

- 6:01 (b) Each of the parties hereto will bear jointly the expense and fee of the impartial arbitrator,
- 6:01 (c) The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this agreement, or to deal with any matter not covered by this agreement. The arbitrator, however, in respect of a grievance penalty shall be entitled to modify such penalty, if in the opinion of the arbitrator, it is just and equitable to do so.

ARTICLE 7 - GENERAL GRIEVANCES

- 7:01 An allegation involving the interpretation or violation of any provision of this agreement may be lodged in writing by the Union with the management of the Company, or by a representative of the Company with the Union. Such grievance shall be lodged beginning with Stage

No. 2.

Should the parties fail to agree on Settlement of the issue, it may **be** appealed **to** an arbitrator within the time and in the same manner and to the extent set forth in the grievance procedure Steps 2 and 3.

Such general grievance shall not be lodged unless the grievance could not properly be processed by an individual employee, and in any case the Union and the Company agree that a general grievance will not be used to circumvent any provisions of the grievance procedure.

ARTICLE 8 - MANAGEMENT GRIEVANCES

8:01 It is understood that the Company may bring forward at any meeting held with the Joint Committee any complaint or grievance with respect to the conduct of the Union, its officers, committeepeople, or with respect to the conduct of the employees generally. If such a complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the manner provided for in the grievance procedure.

ARTICLE 9 - SENIORITY

9:01 The rules herein respecting seniority are designed to give employees an equitable measure of security based on length of service with the company.

- 9:02 Any employee hired shall be considered to be on probation and will not be placed on the seniority list until they have completed a total of 480 hours worked for the Company. Overtime hours worked during the probationary period to be credited at straight time.
- 9:03 Employee's names shall appear on the seniority list in the order of their respective dates of hiring. Employees hired on the same date shall be listed by clock number order.
- 9:04 Until an individual has completed their probationary period they shall not be eligible to any of the rights or privileges of seniority or access to the grievance procedure under this collective agreement.
- 9:05 Seniority lists shall be kept current and shall be posted on the Union bulletin board and revised quarterly.
- 9:06 The purpose of seniority is to provide a policy governing work assignment, layoffs and recalls as set out in this collective agreement.

ARTICLE 10 - LOSS OF SENIORITY

- 10:01 An employee shall lose their seniority and their employment will be terminated for any of the following reasons:
- (a) If an employee voluntarily quits the employ of the Company. This shall include any employee who leaves the Company premises without authorization.

- (b) If the employee is discharged for just cause,
- (c) If the employee has been laid off and fails to return within (3) working days after they have been notified to do so by the Company or by registered mail addressed to the last address on record with the Company.

NOTE: It is the employee's responsibility at all times to keep the Company and the Union advised of their correct home address and telephone number.

- (d) If an employee fails to return to work on the first day following the expiration of a leave of absence granted by the Company without securing an extension of such leave in writing.
- (e) If an employee is absent from work for three (3) of his/her consecutive shifts which he/she had previously been scheduled to work, without notifying the company or securing a leave acceptable to the Company.
- (f) If an employee accepts other employment while on leave of absence.
- (g) If a seniority employee is laid off by the Company in excess of 12 months.

ARTICLE 11 - LAYOFF AND RECALL

- 11:01 (a) In the event of a layoff in excess of three (3) consecutive working days, the following procedure shall apply:

- (1) All non-seniority employees will be the first laid off;
- (2) Employees with the least seniority will be laid off in order of their seniority;
- (3) Employees will be laid off on a plant-wide seniority basis. The employees to be kept on the basis of seniority must be able and willing to perform the work available.
- (4) Stewards shall be continued at work as long as there is work in the plant they are able to do.

(b) In the event of a layoff of three (3) consecutive working days or less, the following procedure shall apply:

- (1) The department in which the layoff is to occur will be identified.
- (2) All non-seniority employees in the department will be laid off first.
- (3) All non-seniority employees in the other departments will be laid off next provided the remaining employees are able and willing to do the required work.
- (4) Thereafter, employees in the department will be laid off in reverse order of seniority, provided the remaining employees are able and willing to perform the work available.
- (5) Stewards in the department shall be continued at work as long as there is work in the

plant they are able to do.

11:02 When **recalling employees** who have been laid off, recall will be made in the reverse order of the layoff procedure, provided the employees eligible for recall are able and willing to perform the work which is available.

Employees not able to perform their regular duties due to illness or injury, shall remain on layoff status until they are able to resume their regular duties. It will be the responsibility of the employee to notify the Company when they have recovered and are able to return.

11:03 Employees being recalled will be contacted directly at their last phone number on record with the Company, failing to contact directly, employees will be contacted by registered mail at their last address on record with the Company.

11:04 Whenever practical, notice of layoff shall be given to seniority employees as soon as possible in advance of lay-offs.

ARTICLE 12 - PROMOTION AND JOB POSTING

12:01 Persons occupying a job not covered by the terms of this collective agreement, but who previously acquired seniority in the bargaining unit, shall be given the right to transfer back to a job in the bargaining unit, within sixty (60) days.

12:02 Vacancies in regularly assigned jobs and newly created jobs shall be posted for three (3) working days (excluding weekends and Holidays) on

Company bulletin boards accessible for all employees. Such bulletins will show the job title, job requirements, rate of pay and to whom the application should be directed.

- 12:03 In the event two (2) or more employees apply, the most senior applicant with the necessary qualifications to perform the work shall be given the job.
- 12:04 (a) If in the opinion of the Company, none of the applicants are qualified to perform the vacant job, then the Company may hire from outside. If in the opinion of the Union, the Company has not considered all the relevant facts, they may request a meeting with management to discuss the situation.
- 12:04 (b) In the event that there are no applicants for the posted position, the vacant position shall be filled by either hiring from the outside or filling the vacancy with the employee with the lowest seniority.
- 12:04 (c) The parties agree that the initial vacancy and the vacancy created by the successful candidate will only be subject to the posting procedure and the other vacancies will be filled at the discretion of the Company.
- 12:05 (a) Posting for back-up positions to fill in temporarily due to absences or excess work situations will be made during January of each year.
- 12:05 (b) A list of four (4) applicants selected by the Company for each position will be supplied to the Union. The list shall be posted and will become

effective on the first Monday following that date.

The following positions shall **be** posted for back-up:

Material Handler
Lift Truck Drivers
Janitors
Auditor

12:05 (c) Whenever an employee is transferred to a back-up position, the transferred employee will receive the appropriate rate for the job, after one (1) continuous hour, for all hours worked during the day, in that position.

12:05 (d) Only employees in the general processor classification will be allowed to post for back-up positions.

12:06 When it becomes necessary to reduce the number of employees in a department, consideration will **be** given to those employees with the highest seniority to remain in the department.

ARTICLE 13 - SAFETY AND HEALTH

13:01 The Company, Employees and Union agree to maintain the highest standard of safety, health, sanitation and working conditions in and around the Company's premises.

13:02 The Company and the Union shall maintain a Joint Occupational Health and Safety Committee consisting of three (3) members elected or appointed by the Union and three (3) members appointed by the Company.

There will be a member on each shift from the three elected or appointed by the Union.

In the event that a regular safety committee person is absent from the plant the Union may appoint and the Company will recognize an employee designated as an alternate safety committee person who will act only during the period of absence of the regular safety committee person.

13:03 The general duties of the Joint Occupational Health and Safety Committee shall:

- (a) Require one worker representative and one management representative to make a monthly inspection of the workplace plant areas for the purpose of determining hazardous conditions and to check unsafe practices.
- (b) Hold a Joint Health and Safety Committee meeting once a month for discussion of current accidents, their causes, suggested means of preventing their recurrence, reviewing reports of the workplace inspections, and any other matters deemed relevant by the Committee.
- (c) Keep 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. Keep records of all investigations and inspections performed by the Committee.

13:04 A member of the Joint Health and Safety committee representing workers shall have the

right to accompany a Ministry of Labour Safety Inspector on a plant inspection or investigation **and shall receive copies of any reports** sent to the Company pertaining to such inspections,

- 13:05 Reports required by the Ministry of Labour under the Occupational Health and Safety Act (OHSA) shall be available to the Safety Committee. 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 in the plant.
- 13:06 (a) The Company shall provide time off without loss of pay for one (1) Union member of the Joint Health and Safety committee to participate in training authorized by the Workers' Health and Safety Centre. Such training must be approved by the Ministry of Labour as meeting their training requirements for certifying a Joint Health and Safety Committee member representing workers (certified member.) Such training must be done in the Windsor area.
- (b) The time spent by the Certified Member in the performance of his/her duties as a member of the Joint Health and Safety Committee shall be recognized by the Company as work time, and he/she shall be paid ~~at~~ the applicable hourly rate plus any premiums, if applicable.
- 13:07 The Company agrees to keep posted in a conspicuous place in the Plant a copy of the Occupational Health and Safety Act (O.H.S.A.) for employee review.

- 13:08 No employee shall be disciplined because the employee has acted in compliance with the Occupational Health and Safety Act.
- 13:09 Any new substance, material, agent, or chemical shall be introduced into the workplace with an up-to-date Material Safety Data Sheet supplied to the Joint Health and Safety Committee. Employees will be trained according to the requirements of O.S.H.A.
- 13:10 The Company has the right to formulate and publish from time to time, rules and regulations to ensure the safety and health of its employees and the terms and conditions upon which special equipment and clothing is issued to employees. Such rules and regulations shall not be inconsistent with the provisions of this agreement.
- 13:11 The Company shall provide at no cost to each employee safety glasses, adequate glove and arm guards (to be maintained by the Company), hearing protection and other safety equipment required by the Company or by any Government Agency. However, employees will be responsible for the maintenance and care of such equipment and will also be responsible for them if lost or stolen.

ARTICLE 14 - HOURS OF WORK & WORKING CONDITIONS

- 14:01 The regular work week shall consist of five (5) days per week, Monday to Friday inclusive, together with a daily half-hour unpaid lunch

period.

- 14:02 Normal hours of work are **as** follows:
- ONE SHIFT - Monday to Friday 7:00 - 3:30 pm
- TWO SHIFT - Days 6:30 - 3:00 pm
Afternoons 3:30 - 12:00 am
- THREE SHIFT - Days 7:00 - 3:00 pm
Afternoons 3:00 - 11:00 pm
Midnights 11:00 - 7:00 am
- FOUR SHIFTS - Timken shift schedule. APPENDIX "A"
- 14:03 Any shift work over one (1) shift per day will rotate according to a two (2) week basis.
- Shift rotation while on the Timken schedule will be on a one (1) week basis. See Appendix "A".
- 14:04 The day on which a shift starts shall be deemed to be the regular working day for that shift. It is agreed that the Monday shift may start at 11:00 p.m. Sunday and shall **be** paid at straight-time rates for all hours worked on a three (3) shift operation.
- 14:05 It is agreed by both parties, that the above referred times are for reference only and may be revised as production demands warrant.
- 14:06 Employees may be required to work through their breaks and lunch periods which will be re-allocated to another time within that shift.

- 14:07 Employees shall receive their pay in a sealed envelope for the preceding week, on Thursday for all shifts.
- 14:08 Any errors or omissions from the current pay will be adjusted on the next period's pay, provided that such does not constitute a major amount (8 hours or more) of loss.
- 14:09 When employees are scheduled on a three (3) shift they will receive a twenty (20) minute paid lunch period.
- 14:10 The Company agrees to pay four (4) hours of wages in the event that an employee reports for work in the usual manner at the beginning of their scheduled shift and is prevented from starting work due to any cause not within his control. This provision shall not apply when such prevention is due to a labour dispute, fire, flood or plant-wide utility failure.

ARTICLE 15 - REST PERIODS

- 15:01 The Company agrees to allow a rest period of ten (10) minutes duration, once in the first half and once in the second half of each shift with pay.
- 15:02 When the first buzzer goes, employees may leave their work stations. Employees will resume work at the ten (10) minute buzzer.
- 15:03 Employees will be allowed an additional ten (10) minute paid break for every two (2) hours worked in excess of eight (8) hours in a day.

ARTICLE 16 - OVERTIME

- 16:01 The Company and Union agree that overtime may be required from time to time to be performed by members of the bargaining unit. Seniority employees will be given the first opportunity to work the available overtime within their classification, department and shift.
- 16:02 Overtime scheduling shall be voluntary, but the Union agrees that those employees with less seniority may be required to work when insufficient seniority employees volunteer.
- 16:03 All authorized overtime shall be calculated in fifteen (15) minute segments.
- 16:04 The parties agree that there will be no pyramiding of wages due to overtime.
- 16:05 A probationary employee shall not be eligible to work overtime until all seniority employees, in that department, classification and on that shift, have had an opportunity to work.
- 16:06 Any employee who is available for overtime work will be required to identify their availability by inputting their clock number into the overtime system as directed by the Company.
- 16:07 Overtime rates of time and one-half the regular pay shall be as follows:
- (a) All hours worked in excess of eight (8) hours per day.

- (b) Time worked on Saturday and/or Sunday, once the employee has earned forty (40) regular hours of pay.
- (c) Employees who have completed their regular shift and have left the company's premises and are "called back" the same day, shall be paid and shall receive a minimum of two (2) hours pay at time and one-half their hourly rate.
- (d) A credit for time worked will be granted for overtime qualification for Paid Holidays, written Leaves of Absences and Bona Fide illnesses, acceptable to the Company, supported by a doctor's note.

ARTICLE 17 - BENEFIT PLAN

- 17:01 The Company agrees to pay, during the continuance of this Agreement, the full premium cost for the following health and welfare plans for each eligible employee and their eligible dependents as determined by the insurers of the respective plans:
- (a) SHNS 60 Drug Plan with a \$4.00 co-pay per prescription effective Jan. 1/94 and a \$5.00 co-pay per prescription effective Jan. 1/96, with Product Selection. The maximum amount of coverage to SHNS 60 is Five Thousand (\$5,000) Dollars per eligible employee and their eligible dependents annually.
 - (b) Dental Plan 31 with 20% employee co-pay, 9 month check-up periods and endrodontic services, or equivalent.

- (c) Semi-Private Hospitalization Plan.
- (d) Out-Of-Province Protection Plan **with** MEDEX.
- (e) Vision Care Plan, including contact lenses, which allows up to One Hundred and Twenty Dollars (\$120) every 24 months.
- (f) Life Insurance Plan in the amount of
 - \$14,000 Dollars effective January 1, 1994
 - \$15,000 Dollars effective January 1, 1995
 - \$16,000 Dollars effective January 1, 1996
 for each employee.
- (g) Accidental Death and Dismemberment Insurance Plan in the amount of
 - \$14,000 Dollars effective January 1, 1994
 - \$15,000 Dollars effective January 1, 1995
 - \$16,000 Dollars effective January 1, 1996
 for each employee.
- (h) Employees hired on or after January 1, 1994 will not be eligible for Health and Welfare Benefits prescribed in Articles 17:01 (a), (b), (c), (d), (e), (f), (g) until they have completed their probationary period and worked seven hundred and twenty hours (720 hours) after said completion, as described above.

17:02 In the event of layoff, leave of absence or any interruption of employment for other than strike, sickness or accident, all insurance premiums will be continued in force for a two (2) months period following the last day of the month in which such an interruption in employment occurs.

17:03 In the event an employee is absent due to a

compensable injury, the Company shall continue all Plans in effect for fifty-two (52) weeks.

17:04 Each eligible employee will complete an employee/dependent enrollment form listing dependents, coverages required by employee, coverages not required due to coverage on another outside plan, and information required by the insurer for enrollment. Such forms will be available from the Company to document and record changes required throughout the term of this agreement. In the event an eligible employee re-enrolls in a benefit, the coverage will be immediate upon completion of the enrollment form.

All eligible employees will be covered by life insurance and accidental death and dismemberment as outlined in this article.

17:05 Seniority employees who are required to wear prescription safety glasses while performing their duties will be reimbursed thirty-five (35) dollars effective January 1, 1994, forty (40) dollars effective January 1, 1996, towards the cost of such glasses, on a one-time only basis per Agreement.

17:06 The Company will pay, each year of the Agreement, to all seniority employees with more than one (1) year of service and have worked at least One Thousand (1000) hours during that calendar year, the sum of fifty-five (\$55) dollars as an allowance for the purchase of certified steel-toed safety shoes upon the submission of a receipt.

ARTICLE 18 - MEDICAL

- 18:01 Any medical examination **requested** by *the* Company shall be promptly complied with by all employees provided, however, that the employer shall pay the costs of all such examinations. The Company reserves the right to select their own medical examiner or physician, and the Union may, if in their opinion an injustice has been done to an employee, have said employee re-examined at the Union's expense.
- 18:02 When a medical examination is required by the Company, the following conditions shall apply:
- (i) If any medical examination **is** taken during the employee's normal working hours, they shall not suffer any loss of wages, as the result of such examination.
 - (ii) If any medical examination is taken after the normal working hours of the employee, **the** Company shall pay the employee Five Dollars (\$5.00).
 - (iii) The Company agrees to provide one (1) days notice of the examination.
 - (iv) **A** report of the examination will be made available to the employee or the employee's physician, under the requirements of Provincial Law.

ARTICLE 19 - PENSION

C.W.I.P.P.

19:01 The Company will make contributions to the Canada Wide Industrial Pension Plan in the amount below on behalf of all seniority employees for all hours worked.

Effective January 1, 1996 \$0.10

ARTICLE 20 - HOLIDAYS

20:01 The Company will pay eight (8) hours at an employee's regular straight time hourly rate, for all seniority employees, for the following days:

Holidays

1994

- Good Friday April 1
- Victoria Day
- Canada Day
- Labour Day September 5
- Thanksgiving Day October 10
- Christmas Eve December 23
- Christmas Day December 26
- Boxing Day December 27
- Float Day December 28
- Float Day December 29
- New Year's Day December 30

1995

- Good Friday April 14

Victoria Day
 Canada Day
 Labour Day September 4
 Thanksgiving Day October 9
 Christmas Eve December 22
 Christmas Day December 25
 Boxing Day December 26
 Float Day December 27
 Float Day December 28
 Float Day December 29
 New Year's Day January 1, 1996

1996

Good Friday April 5
 Victoria Day
 Canada Day
 Labour Day September 2
 Thanksgiving Day October 14
 Christmas Eve December 24
 Christmas Day December 25
 Boxing Day December 26
 Float Day December 27
 Float Day December 30
 Float Day December 31
 New Year's Day January 1, 1997

Holidays on the above list that have not been assigned designated dates to be observed on, will be observed on dates posted by the Company. Such posting shall be made a minimum of thirty days prior to the date the holiday will be observed on. Determination of this date will be made by the employer after consideration of Government designated dates. Customer requirements and dates of observance of holidays by Customers. All employees will be

given the same date off. The holiday will be observed on either a Friday or a Monday within one week of the Holiday.

- 20:02 To be eligible to receive payment for the holidays listed, an employee must:
- (a) Have completed their probationary period.
 - (b) Have worked at least six (6) hours on their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day following the holiday.
- 20:03 Should any of the above holidays fall during the vacation period of an employee, they shall be assigned a lieu day either immediately preceding or immediately following their vacation when possible.
- 20:04 If an employee is required to work on any of the above holidays, they shall receive eight (8) hours pay at time and one-half their regular rate in addition to their holiday pay.
- 20:05 Any employee who is unable to work their scheduled day prior to or after the holiday due to illness, must have their absence authorized by a doctor, in order to qualify.
- 20:06 Any employee who is absent due to compensable injury, shall not be eligible to receive holiday pay for any holiday.
- 20:07 Any employee who is absent due to an approved leave of absence, shall be eligible to receive holiday pay, provided such leave commenced

within thirty (30) working days of the holiday.

ARTICLE 21 - LEAVES OF ABSENCE

- 21:01 Upon application to the Company stating their reasons for such request, a leave of absence may be granted to an employee without loss of seniority. Such leave of absence shall not **be** for the purposes of employment elsewhere or self-employment.
- 21:02 The Company will grant a leave of absence to one (1) employee for Union business, upon the written request of a full-time officer of the Union. Such request must be provided forty-eight **(48)** hours prior to the date of leave.
- 21:03 A seniority employee shall be granted three **(3)** consecutive working days leave of absence, at their straight time hourly rate, provided that the days between the death and funeral **are** working days and they are otherwise scheduled to work. To qualify for such pay, the employee must verify the funeral and relationship.

Immediate family shall mean the parents, spouse's parents, wife, husband, brother, sister, children, grandparents, grandchildren, brother-in-law, and sister-in-law.

Sister-in-law shall mean to be the sister of the employee's spouse or the wife of the employee's brother.

Brother-in-law shall mean to **be** the brother of the employee's spouse or the husband of the

employee's sister.

- 21:04 If an employee is required to serve as a juror, the Company will pay the difference in the employee's regular eight (8) hours pay less the amount received for such jury duty.
- 21:05 An employee shall not be deemed or considered eligible during any period of vacation, leave, holiday or while on Company or Government benefits for total disability.

ARTICLE 22 - VACATIONS

- 22:01 (a) For the purposes of determining vacation eligibility the year of January 1st to December 31st shall be used.
- (b) For the purposes of computation of vacation pay, the previous calendar year shall be used.
- (c) "Vacation Year" shall be defined as the calendar year in which an employee may take the annual vacation which he/she is entitled to as of January 1st of that year.
- (d) Employees shall be entitled to the following annual vacation:

Completed Years of Service as of January 1st	Number of Weeks of Annual Vacation
--	------------------------------------

More than 1, and 5 or less	2 weeks vacation with 80 hours pay or 4% of their gross earnings whichever is greater.
More than 5, and 10 or less	3 weeks vacation with 120 hours pay or 6% of their gross earnings whichever is greater.
More than 10	4 weeks vacation with 160 hours pay or 8% of their gross earnings whichever is greater.

- 22:02 Any employee who has failed to work or receive pay for less than sixteen hundred (1600) hours will not qualify for the above pay level of vacation, but will receive the applicable percentage of their gross earnings for the period January 1 to December 31.
- 22:03 Gross earnings shall NOT include the previous amount of vacation pay the employee received, but will include all wages paid for time not worked.
- 22:04 The Company reserves the right to schedule vacations for those employees who do not request vacations or refuse to select a vacation period in accordance with their seniority.
- 22:05 Employees must take their vacation during the calendar year of eligibility and will not be allowed

to accumulate from one calendar year to the next.

22:06 Each employee shall receive their vacation pay entitlement, based on their accrued vacation earnings as of the last full pay period of December, as they take their vacations.

22:07 (a) The Company agrees to post a list of vacation entitlements by January 15 of each year.

(b) Employees shall submit their requested vacation preferences by February 15 of each year on a form provided by the Company listing three (3) vacation options in order of preference.

(c) The Company will review the forms and assign vacations to employees by department and shift in order of seniority.

(d) Not more than two (2) employees from any department and shift will be allowed to take their vacation at the same time during the months of June, July, August, September and October.

(e) The Company will canvas those employees who do not receive vacation during their preference periods. These employees will be canvassed in order of seniority and allowed to choose their vacation period, subject to (d) above.

(f) The Company will post the completed vacation list by May 1st each year.

(g) Nothing in the above shall limit the Company's right to schedule vacations by department during summer shutdown/slowdown periods.

- 22:08 Whenever a Paid Holiday falls within an employee's scheduled vacation, the Company will assign a day to be taken in lieu. Such day will be attached to the vacation period, whenever possible.
- 22:09 Employees, with less than one (1) year of seniority, who fail to meet the sixteen hundred (1600) hour requirement, shall receive one (1) days vacation for each one hundred and sixty (160) hours worked during the first calendar year of employment and vacation pay of four (4%) percent of their gross earnings.
- 22:10 The Company reserves the right to limit the number of consecutive weeks of vacation to be taken by any employee, to two weeks, unless mutually agreed to by the Parties.
- 22:11 Employees whose vacation pay entitlement is greater than 40 hours pay per week will receive 40 hours vacation pay per week and will receive the excess vacation pay during their final week of vacation.
- 22:12 A vacation week is from Monday to Sunday. Vacations shall be paid by separate cheque prior to vacations.
- 22:13 When a paid holiday falls during an employee's vacation period, the employee may be assigned the additional day of vacation either on the Friday proceeding or the Monday following the employee's vacation, at the discretion of the Company, if necessary.

The payment of such assigned day, if Friday, will

be pre-authorized and paid with the employee's regular earnings for that week or authorized following their return to work and included on the next weeks pay.

Any employee receiving a pre-authorized holiday pay and who fails to qualify, will have their next pay adjusted.

ARTICLE 23 - JOB CLASSIFICATIONS

23:01

General Processor:

Is an employee who is responsible for the production, quality and/or assembly of any manufactured parts and is fully capable of performing minor set-up and maintenance where required.

Set-Up Processor:

Is an employee who during the course of the work day is capable of removing and installing die sets in all presses and/or removing and installing work units to production assembly equipment, which will produce a production quality part. This employee will perform the duties of a general processor when work of a set-up nature is unavailable.

Lift Truck Driver:

Is an employee who is capable of safely operating a motorized lifting device or crane to transport or load materials when required. A lift truck is a unit that the operator will be simultaneously carried by and will not include motorized material handling units which are pushed or pulled.

Driver:

Is an employee who is qualified and licensed to operate any of the Company's licensed vehicles and is responsible for the loading and unloading when necessary.

Machine Repair:

Is an employee who is qualified to erect, dismantle, repair, rebuild and maintain all major equipment designated to their classification. Qualification to be that of Mechanic Millwright, approved by the Province of Ontario.

Student:

Is an employee who is attending school on a full-time basis and who is NOT eligible to attain seniority, regardless of the length of service with the company. This individual will be eligible to work any overtime which would be available to other employees on their shift. Employees in this classification may only be employed from April 1st until October 1st, in any calendar year.

General Helper:

Is an employee who is attending school on a full-time basis and who is NOT eligible to attain seniority, regardless of the length of service with the Company. This individual will be eligible to work for a period not to exceed twenty-four (24) hours in any given pay week. This employee will not perform the work of the bargaining unit but will be permitted to paint machinery/equipment, general housekeeping, attend to landscaping and other duties not performed by the bargaining unit.

Janitor:

Is an employee who is responsible for the

cleaning and other miscellaneous duties as assigned by the supervisors.

Auditor:

Is an employee who is responsible to verify proper packaging, counting, identification, quality, containerization tagging, and customer requirements be met.

Material Handler:

Is an employee who is responsible for stocking parts on the assembly line as required and reports back on the usage of said stock in a timely manner. From time to time, the material handler will perform other duties as assigned by management.

(First posting to be Feb. 1st, 1994.)

ARTICLE 24 - QUALITY

- 24.01 The Company and Union agree that quality production is essential for the continuation of the operation. To accomplish this, all employees will receive training in Quality Procedures and will be required to maintain data, charts, graphs, necessary to satisfy this goal.
- 24.02 Employees will be issued with the equipment required to calculate, measure and collect the data required.

ARTICLE 25 - NO STRIKE OR LOCKOUT

- 25.01 **The** Company agrees that during **the** term of this Agreement there will be no lockout and **the** Union agrees that so long as this Agreement continues *to* operate, it will not cause, authorize or sanction, or threaten to call, authorize or sanction any picketing or strike activity, including any sit-down stay-in, slowdown, curtailment of work, or restriction of or interference with the production of the Company, nor shall the Union permit any employee in the bargaining unit to cause, counsel, procure, support, encourage or take part in any such activity. The Union further agrees that it shall not involve any employees of the Company, or the Company itself in any dispute which may arise between any other company and the employees of such other company.

ARTICLE 26 - TEMPORARY PART-TIME EMPLOYEES

- 26.01 Such additional employees shall be classified as Temporary Part-Time (TPT) and will not be permitted to gain seniority status.
- 26.02 TPT employees shall be required to pay Union Dues and initiation fees each month according *to* the Union Constitution.
- 26.03 TPT employees shall only be paid for the periods for which they work.
- 26.04 TPT employees shall be the first employees to

be sent home if a work shortage occurs

- 26.05 TPT employees shall be subject to the same conditions of employment as probationary employees, save and except ~~the~~ seniority provisions, grievance procedures, social security and wage provisions of this Agreement.
- 26.06 TPT employees shall receive an hourly rate of eighty (80%) percent of the base rate per hour.
- 26.07 TPT employees shall not be eligible to submit a grievance under the terms of this Agreement.
- 26.08 If a TPT employee works more than Four Hundred and Eighty (480) hours per calendar year, they shall become a probationary employee.
- 26.09 TPT employees may only work to a maximum of twenty-four (24) hours per week with the exception of periods worked as vacation replacement, or replacing employees on medical absence, WCB, maternity/paternity leave, or company approved leave of absence.
- 26.10 TPT employees will only be used to replace regular full-time employees who are unavailable within their classification, department and shift
- 26.11 At no time will TPT employees make up *more* than ten (10%) percent of the workforce per shift or the number of employees on vacation *or* absent for any other reason, whichever is greater.
- 26.12 Any overtime hours not volunteered for by the

regular employees can be worked by TPT employees and shall not be counted as part of the TPT employees' 24 hours per week limitation, as set out in Article 26.09.

ARTICLE 27 - PAY EQUITY

27.01 The parties agree that the classifications and wage rates determined during negotiations are gender neutral and are in compliance with the Pay Equity Act.

Each classification is rated for Skill, Effort, Responsibility and Working Conditions in an agreed manner during said negotiations.

The parties agree that the wage rates and classifications set forth in this Collective Agreement achieve Pay Equity and further become an integral part of the posted Pay Equity Plan in accordance with the legislative requirements of the Act.

ARTICLE 28 - DEPARTMENTALIZATION

28.01 The parties agree to establish departments throughout the plant and will post available openings should new departments be established.

The existing departments shall be defined as follows:

Area 1 - See attached drawing

Area 2 - See attached drawing

Area 3 - See attached drawing

Area 4 - See attached drawing

Area 5 - All other non-production areas of plant

28.02 High seniority employees will be the last to be transferred at the beginning of the shift, when work is not available in the department.

28.03 (a) If an employee's job is shutdown, that employee will be allowed to displace the most Junior employee in the Department, seniority permitting. The most Junior employee in the Department will then be assigned work at the discretion of the Company for the remainder of the shift. Such a displaced employee will, however, still be eligible for overtime work in their original department in accordance with Article 16.01 of the Collective Agreement.

An employee will only be allowed to displace the most Junior employee in the Department once per shift.

(b) Employees reporting late to work will only be able to displace a temporary part-time employee or a Probationary Employee in their own department. Otherwise they will be assigned work at the discretion of the Company.

28.04 Employees on a specific job due to a disability will be exempt from transfer.

28.05 An employee transferred under the terms of this

clause, to another department for that day, will not be able to apply the options of this clause in the department they are transferred to.

- 28.06 The Company agrees to post on February 1, 1994, the respective departments by shift and classification, listing the number of positions available.
- 28.07 Preference will be given to seniority by shifts on the manning of those classifications and departments.
- 28.08 If the posting procedure fails to meet the requirements for the departments, the Company shall have the right to assign the employees required in the reverse order of seniority.
- 28.09 The Company will endeavour, whenever possible, to meet employee department change requests giving consideration to:
- (i) Seniority
 - (ii) Classifications
 - (iii) Shift
 - (iv) Available position
 - (v) The needs of the Company to meet its obligations.
- 28.10 Employees will be limited to one (1) such request per calendar year.
- 28.11 Once an individuals request has been initiated by the Company, such request may not be withdrawn.

ARTICLE 29 - GENERAL ARTICLES

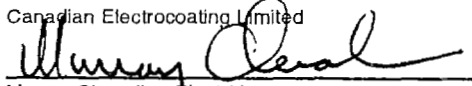
- 29.01 The Company will provide and maintain clean and sanitary lunchroom and washroom facilities.
- 29.02 The Company will provide lockers for all employees.

ARTICLE 30 - DURATION OF AGREEMENT

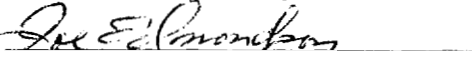
- 30.01 ~~This Agreement shall be effective from the Second day of January, 1994 until the First-day of January 1997, both dates inclusive and shall remain in full force and effect from year to year thereafter, unless written notice of intention to terminate or amend this Agreement is given by either party to the other party, not more than ninety (90) days and not less than thirty (30) days before the First day of January, 1997, or the anniversary thereof. During any period of negotiations for the renewal or amendment of this Agreement, the terms and conditions of the Agreement shall remain in full force and effect.~~
- 30.02 Unless otherwise specifically provided for in this Agreement, each term and provision of this Agreement shall be effective only from the date of the signing of the Agreement.

Signed at Windsor, Ontario this 17th day of December, 1993

Canadian Electrocoating Limited

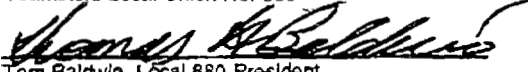


Murray Chevalier, Plant Manager

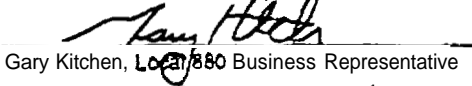


% Edmondson, Personnel Manager

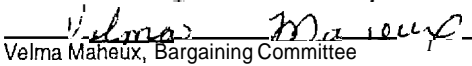
Teamsters Local Union No. 880



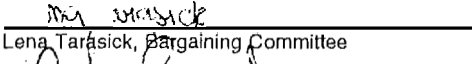
Tom Baldwin, Local 880 President



Gary Kitchen, Local 880 Business Representative



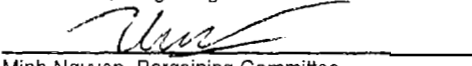
Velma Maheux, Bargaining Committee



Lena Tarasick, Bargaining Committee



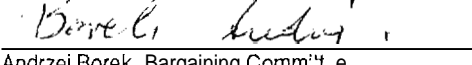
Rick Parent, Bargaining Committee



Minh Nguyen, Bargaining Committee



Bill Lidlow, Bargaining Committee



Andrzej Borek, Bargaining Committee



Thanh Huynh, Bargaining Committee

APPENDIX "A"

TIMKEN WORK SCHEDULE

	WEEK 1							WEEK 2							WEEK 3							WEEK 4						
TIME	S	M	T	W	T	F	Sa	S	M	T	W	T	F	Sa	S	M	T	W	T	F	Sa	S	M	T	W	T	F	Sa
11:00 - 7:00 am	D	D	B	B	B	B	B	A	A	A	A	A	C	C	C	C	C	D	D	D	D	D	B	B	B	B	B	
7:00 am - 3:00 pm	A	A	A	A	A	C	C	C	C	D	D	D	D	D	B	B	B	B	B	A	A	A	A	A	A	A		
3:00 - 11:00 pm	C	C	C	D	D	D	D	D	B	B	B	B	B	A	A	A	A	A	C	C	C	C	D	D	D	D		
	WEEK 5							WEEK 6							WEEK 7							WEEK 8						
TIME	S	M	T	W	T	F	Sa	S	M	T	W	T	F	Sa	S	M	T	W	T	F	Sa	S	M	T	W	T	F	Sa
11:00 - 7:00 am	A	A	A	A	A	C	C	C	C	D	D	D	D	D	B	B	B	B	B	A	A	A	A	A	C			
7:00 am - 3:00 pm	C	C	C	D	D	D	D	D	B	B	B	B	B	A	A	A	A	A	C	C	C	C	D	D	D			
3:00 - 11:00 pm	D	D	B	B	B	B	B	A	A	A	A	A	C	C	C	C	D	D	D	D	D	B	B	B	B	B		
	WEEK 9							WEEK 10																				
TIME	S	M	T	W	T	F	Sa	S	M	T	W	T	F	Sa														
11:00 - 7:00 am	C	C	C	D	D	D	D	D	B	B	B	B	B															
7:00 am - 3:00 pm	D	D	B	B	B	B	B	A	A	A	A	A	C															
3:00 - 11:00 pm	A	A	A	A	A	C	C	C	C	D	D	D																

NOTE: When this schedule is in effect, employees will rotate on a weekly basis.

APPENDIX "B"

GENERAL PLANT RULES

The following general rules are published so that all employees may have a complete knowledge and understanding of the basic rules and regulations as to their conduct while in the employ of the Company.

- (a) No rules or regulations, other than those authorized and posted by management, will be recognized.
- (b) No signs, notices or bills may be posted within the plant or upon any of the property of the Company, unless management's permission is first obtained.
- (c) No subscriptions of any kind may be taken up in the plant except with management's permission.
- (d) Lost and found items must be turned into the supervisor.

In order to promote the safety and welfare of all employees, and to maintain proper discipline, the Company considers any of the following as sufficient reason for disciplinary action, up to and including dismissal:

- (1) False statements knowingly made in the application of employment.
- (2) Possession of non-prescription drugs or intoxicating liquors while on Company property and/or reporting for work under the influence thereof.

-
- (3) Theft of Company property, or property of other employees, This includes "borrowing" without permission.
 - (4) Fighting, or attempting bodily harm or injury to others on Company premises; horseplay or distracting of other employees' or the use of abusive or threatening language to other company employees.
 - (5) Intentionally clocking IN and OUT for another employee.
 - (6) Insubordination, including refusal or failure to perform assigned work.
 - (7) Sleeping while on duty.
 - (8) Walking off the job or leaving the plant or building without permission of the shift supervisor while on duty.
 - (9) Habitual absenteeism, lates or other work disruptions.
 - (10) Failure to report prior to absence or lateness.
 - (11) Failure to comply with the Company's safety rules or common safety practices.
 - (12) Willful damage, destruction or misuse of Company equipment, materials or property.
 - (13) Violation of any Federal, Provincial or local laws affecting the Company.
 - (14) Carrying or concealing prohibitive weapons

- (15) Falsifying any Company records, reports or other statistics, or divulging Company information of a confidential nature to unauthorized persons.
- (16) Deceitfully obtaining material or other property or money from the Company on fraudulent orders or misrepresentations.

SAFETY RULES

- 1. Employees must never by-pass or attempt to by-pass any safety devices on any piece of equipment within our facilities.
- 2. Each employee will be responsible for keeping the area around their work area clean, including the removal of discarded packing materials, scrap and metal cuttings.
- 3. Each employee will be responsible for returning company tools, equipment and measuring devices to their proper storage unit when they are finished using them.
- 4. Any employee who honestly believes there is a hazardous defect in any plant equipment, must inform their supervisor of the defect immediately, They **MUST NOT** operate that equipment until the defect has been repaired.
- 5. Any hazardous situation (eg. excessive oil on the floor) must be reported to the supervisor immediately so that corrective action can be taken.
- 6. Safety shoes must be worn by all employees while they are in the plant.

7. Eye protection is mandatory throughout the plant
8. Long pants are mandatory at all times.
9. No employee will be permitted to work without a shirt or protective coverings. All shirts must have a sleeve.
10. Horseplay and/or running is not permitted in the plant,
11. No employee shall attempt to lift anything weighing more than 50 pounds unless assisted by mechanical help.
12. No employee shall operate any machine or equipment requiring safety guards or barriers unless those guards or barriers are in place.
13. It will be the responsibility of each employee to clean their machine or equipment when they have finished using it. Scrap and metal cuttings shall be deposited in the appropriate containers.
14. It will be the responsibility of each employee to insure that empty food and beverage containers are placed into the appropriate containers, especially in the case of glass items.
15. No employee will be permitted to smoke, drink or eat while in the work area. These activities will be confined to the designated areas.
16. No employee shall be permitted to work in the plant unless accompanied by one other person.
17. ALL employees will be required to wear the

uniforms designated by the Company, when actively employed.

The attached rules are established for the protection of all employees, and are in addition to existing rules and regulations. These rules will be enforced under the collective agreement. Employees found in violation will be subject to disciplinary action as herein defined.

DISCIPLINARY ACTIONS

For repeated violations of minor rule and regulations, progressive discipline will be imposed as follows:

First Offence:

Verbal warning confirmed in writing

Second Offence:

Written warning

Third Offence:

Written warning and one (1) day suspension of record

Fourth Offence:

Final warning and three (3) day suspension of record

Fifth Offence:

Employee will be subject to discharge

With respect to suspensions, the Company reserves the right to note the suspension on the employee's record and not have the employee serve the time.

Any employee may clear their disciplinary record after one (1) year without any disciplinary actions.

For major infractions, the offence will determine the severity *of the* discipline imposed, which may include immediate termination.

All disciplinary action must be issued within three (3) working days from the time the infraction became known to the Company with a copy to the Plant Committee, otherwise the action will **be** considered null and void.

APPENDIX "C"

Classification	1/3/94	7/4/94	1/2/95	1/2/96
General Processor	12.30	12.60	13.10	13.60
Janitor	12.30	12.60	13.10	13.60
Material Handler	12.30	12.60	13.10	13.60
Auditor	12.55	12.85	13.35	13.85
Set-Up Processor	12.70	13.00	13.50	14.00
Lift Truck Operator	12.70	13.00	13.50	14.00
Machine Repair	13.80	14.10	14.60	15.10
Truck Driver	13.80	14.10	14.60	15.10
Students	10.00	10.30	10.80	11.30

New Employee Wage Rates

With the exception of machine repair, the starting rate for new employees hired on or after Jan 1, 1994 shall be as follows:

Start - 25 Weeks	85% of base wage
27 - 75 Weeks	90% of base wage
Week 76 →	100% of base wage

**LETTER OF UNDERSTANDING
BETWEEN THE PARTIES**

RE: EMPLOYEE CALL-IN PROCEDURE

December 17, 1993

Mr. Gary Kitchen
Teamsters Local 880

Dear Mr. Kitchen:

During the recent negotiations the subject of Absenteeism and Tardiness was discussed.

The parties agree that any employee unable to report for work at the regular starting time will notify the Company no later than fifteen (15) minutes before they are due to report.

Any employee who fails to notify the Company may be subject to disciplinary action.

Yours respectfully,

CANADIAN ELECTROCOATING LIMITED

Joe Edmondson
Personnel Manager

**LETTER OF UNDERSTANDING
BETWEEN THE PARTIES**

RE: MIG WELDER, MANUAL

December 17, 1993

Mr. Gary Kitchen
Teamsters Local 880

Dear Mr. Kitchen:

When an employee is required to do a manual MIG weld operation, the Company agrees to pay such employees, subject to article 12.05 (c) of the Collective Agreement, a premium of Twenty-Five (25) cents per hour for all hours worked during the day in that position.

Yours respectfully,

CANADIAN ELECTROCOATING LIMITED

Joe Edmondson
Personnel Manager

**LETTER OF UNDERSTANDING
BETWEEN THE PARTIES**

RE: USE OF TIMKEN SCHEDULE

December 17, 1993

Mr. Gary Kitchen
Teamsters Local 880

Dear Mr. Kitchen:

In the event the Timken schedule is required it will only be applied to the Paint Line operation, load, unload and indirect labour as required.

The Company will notify the Union one (1) week in advance of the implementation of this schedule.

The schedule requirements will be posted with seniority employees in the classification and department given preference.

If not enough employees apply to fill the needs of the Company, reverse seniority will apply or the Company may hire additional employees as required to fill the shifts and meet its demand.

Yours respectfully,

CANADIAN ELECTROCOATING LIMITED

Joe Edmondson
Personnel Manager

**LETTER OF UNDERSTANDING
BETWEEN THE PARTIES**

RE: IDENTIFICATION BADGES

December 17, 1993

Mr. Gary Kitchen
Teamsters Local 880

Dear Mr. Kitchen:

It is agreed and understood that employees of the Company who forget their identification badges will be clocked in/out by their supervisor to a maximum of three (3) times per calendar year.

Employees who have lost their identification badge will be required to have it replaced by the Company at their expense. The cost of such replacement will be Ten (\$10.00) dollars and will be deducted from the employee's pay. Such replacement costs will not be required should the card become inoperative through normal wear.

Yours respectfully,

CANADIAN ELECTROCOATING LIMITED

Joe Edmondson
Personnel Manager

**LETTER OF UNDERSTANDING
BETWEEN THE PARTIES**

RE: MEDICAL NOTES

December 17, 1993

Mr. Gary Kitchen
Teamsters Local 880

Dear Mr. Kitchen:

During the recent negotiations, considerable time was taken up in discussion concerning medical notes.

In an attempt to clarify the Company position on this issue the following is submitted:

1. That such notes must verify the disability period.
2. That such note must state the date(s) of the office visits
3. That such note must state that the individual was unable to perform any type of work available.
4. That employee is totally recovered and able to resume their regular duties or if not fully recovered, the nature of the limitation and the duration.
5. In addition to the foregoing, the completion of a standard medical form to provide additional information regarding the employee's abilities to return to work, if the employee is absent in excess of three (3) consecutive days or is absent on five (5) or more days during the year.

6. Signature of doctor.

Yours respectfully,

CANADIAN ELECTROCOATING LIMITED

Joe Edmondson
Personnel Manager

**LETTER OF UNDERSTANDING
BETWEEN THE PARTIES**

**RE: ARTICLE 17
BENEFIT PLAN
17(a) SHNS 60 DRUG PLAN**

December 17, 1993

Mr. Gary Kitchen
Teamsters Local 880

Dear Mr. Kitchen:

It is agreed and understood that Drug Plan SHNS 60 will cover nicotine patches per the below description and method of reimbursement.

- (a) Nicotine patches must be prescribed by a doctor on a three month maximum treatment, on a once per lifetime reimbursement application.
- (b) The employee will pay for the treatment and submit the invoice for reimbursement to the insurer on a once per lifetime application.

Yours respectfully,

CANADIAN ELECTROCOATING LIMITED

Joe Edmondson
Personnel Manager