

COLLECTIVE AGREEMENT

between

A.F.P. Ltd.
a division of Cooper Industries
(hereinafter referred to as the "Employer")
OF THE FIRST PART

and

**United Food and Commercial
Workers' Union, Local 1977**
(hereinafter referred to as the "Union")
OF THE SECOND PART

November 3, 1995
through
November 2, 1998

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This Agreement made and entered into this 21st day
of December, 1995.

Between:

A.F.P. Ltd.
(hereinafter referred to as the "Employer")
OF THE FIRST PART

and

**UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 1977**
(hereinafter referred to as the "Union")
OF THE SECOND PART

November 3, 1995 through November 2, 1998

ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievance;; to secure the efficient operation of the Employer's business and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 SCOPE AND RECOGNITION

2.01 This Agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board on the 11th day of July, 1983, that is, all employees of Canparts Division of Abex Ltd. Friction Products Canada at Cambridge, Ontario, save and except foremen, persons above the rank of foreman, office, clerical and sales staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the plant and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause provided that a claim by an employee who has acquired seniority that he has been discharge or disciplined without cause may be the subject of a grievance and dealt with as herein-after provided;
- b) select, hire, transfer, assign to shifts, promote, demote, classify, lay off, recall, retire employees or

select employees for positions excluded from the bargaining unit;

c) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications, and require medical examinations for justifiable reasons.

The Company will provide notice to the Union before any facility wide testing (e.g. pulmonary, audiometric, etc.). The Company will reimburse the employee for any Company required testing prior to an employee returning from medical leave.;

d) determine the location of operations, and their expansion or their curtailment, the direction of the working forces, the sub-contracting of work, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and customer relations;

e) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations upon the Employer's rights.

ARTICLE 4 UNION SECURITY

4.01 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at anytime on the premises of the Employer without the permission of the Employer.

4.02

a) As a condition of their continued employment all employees shall become and remain a member of the Union upon completion of the probationary period.

b) When a probationary employee completes his probationary period and attains seniority, the probationer and his shop steward shall be notified in writing within five (5) working days of the completion of the probationary period.

4.03 During the term of this Agreement the Employer agrees to deduct regular monthly Union dues as certified by the Union to be currently in effect according to the Constitution and By-Laws of the Union from the wages of each employee on each pay day of each calendar month and to remit the amount so deducted to the Local Union Financial Secretary, no later than the 15th day of the following month. Each new employee will be required to sign a dues authorization card at the time of hire.

4.04 The Union will indemnify the Employer and save it harmless from any and all claims or demands which are made to it by any employee as a result of any action taken by the Employer pursuant to the provisions of this Article.

ARTICLE 5 NO STRIKES OR LOCK-OUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work or production, either complete or partial, and the Employer agrees that there will be no lock-outs of employees.

ARTICLE 6 REPRESENTATION

6.01 There may be one regular and one alternate Steward elected or appointed on each shift in each Plant. The Employer will recognize as regular or alternate Steward:, employees who have acquired thirty (30)days of seniority following successful completion of the probationary period.

The alternate Steward shall only act in the absence of the regular Steward with respect to any grievance arising on his shift and Plant.

One of the Stewards selected shall be designated Chief Steward.

The Union shall notify the Employer in writing, when requested, or when the list of Stewards changes, of the names of the Stewards and alternate Stewards.

6.02 A Steward may investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.

6.03 No Steward shall leave his work to investigate or process any grievance or to negotiate with the Employer without the prior consent of his Supervisor. No Steward may enter any department other than his own without first obtaining the consent of the Supervisor of that department. Consent of the Supervisor shall not be unreasonably withheld. It is understood that Stewards will not absent themselves from their regular duties unreasonably. When it becomes necessary for a Steward to leave his work to investigate or process any grievance the Employer shall, if necessary or possible, obtain a replacement for the Steward within a reasonable time.

6.04 The Union Representatives will not enter the premises of the Employer without obtaining the prior consent of the Employer.

6.05 A Steward shall be present at a meeting where the Company's decision on discipline is being communicated to the employee. The Steward or Union shall be provided with copies of disciplinary notations. This clause cannot have the effect of rendering discipline null and void.

ARTICLE 7 NO DISCRIMINATION

7.01

a) There shall be no discrimination by the Employer or the Union or its members against any employee, because of race, creed, colour, sex, national origin, religion or age.

b) The Company and the Union agree to abide by Ontario's Human Rights Legislation as amended.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss his complaint with his immediate Supervisor. Such a complaint shall be brought to the attention of the immediate Supervisor within five (5) working days of the incident giving rise to the complaint. The immediate Supervisor shall state his decision verbally within three (3) working days of receiving the complaint.

Step 1

Should the employee be dissatisfied with the immediate Supervisor's disposition of the complaint, he may, with the assistance of his Steward refer such matter on a written grievance form supplied by the Union to his immediate Supervisor who shall answer the grievance in writing within five (5) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within five (5) working days of receipt of the reply of the immediate Supervisor to the complaint. The grievance shall specify the provisions of the Agreement of which a violation is alleged, contain a brief statement of the facts relied upon, indicate the relief sought and be signed by the employee.

Step 2

If no settlement is reached at Step 1, the Chief Steward may refer the grievance to the Plant

Production Manager who shall meet within five (5) working days of receipt of the grievance to discuss the matter. If the grievance is not settled within five (5) working days, it may be referred to Step 3.

Step 3

If no settlement is reached at Step 2, the Chief Steward may refer the grievance to the Director, Human Resources or his designate, who shall meet within five (5) working days of receipt of the grievance to discuss the matter. The Union's and Company's Representatives may be in attendance at this meeting. If the grievance is not settled it may be referred to arbitration as hereinafter provided.

8.03 The Union or the Employer may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.

8.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

8.05

a) An employee will have no seniority rights during the probationary period. Should his employment be terminated at anytime during the probationary period such termination may be subject to the Grievance Procedure.

b) The employer may in its absolute discretion discharge a probationary employee, providing the termination is not in bad faith. This constitutes a lesser standard within the meaning of the Ontario Labour Standards Act (section 43).

8.06 The Union may have a language translator of its choice present, if necessary, at any grievance procedure meeting between the Company and the Union.

ARTICLE 9 DISCHARGE AND SUSPENSION CASES

9.01

a) An employee who is discharged or suspended shall be given a reasonable opportunity to interview his Steward before leaving the Employer's premises, unless it is necessary, because of the circumstances giving rise to his discharge, to require the immediate expulsion of the employee from the plant premises.

b) Any suspension of more than one (1) working day must be taken on consecutive days.

c) When discipline is to be rendered that may involve suspension or discharge, discipline must be rendered within five (5) working days of when the incident arose or became apparent to the Employer, whichever is latest.

9.02 An employee who is discharged may file a grievance at Step 3 of the Grievance Procedure within three (3) working days after such discharge, An employee who is suspended may file a grievance at Step 1 of the Grievance Procedure within three (3) working days after such suspension.

9.03 Where a grievance which is filed under Article 9.02 is not settled and duly comes before an Arbitration Board, the Board may make a ruling, subject to this Article and to Article 10;

- a) confirming the Employer's action;
- b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or
- c) disposing of the grievance in any other manner which may be just and equitable.

ARTICLE 10 ARBITRATION

10.01 In the event that arbitration is to be invoked, the request must be made in writing to the other party within forty-five (45) working days, ten (10) work days for matters involving discipline including discharge, or such further period as is mutually agreed upon in writing by the Company and Union. The parties will attempt to come to an agreement on the selection of a single arbitrator. Should the parties not be able to agree on a single arbitrator, either party may ask the Ministry of Labour to appoint an arbitrator.

10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.03 Each of the parties hereto will jointly share the expenses of the sole arbitrator.

10.04 The sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 11 SENIORITY

11.01

a) Newly hired employees shall serve a probationary period of sixty (60) days worked within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority dated back sixty (60) working days. A probationary employee may only grieve a discharge if it is demonstrated that the Company's decision was arbitrary or made in bad faith.

b) An employee who is hired as a full time employee after working as a student during the summer, shall undergo probation but upon completion of probation their seniority shall date back to the commencement of their summer employment that year. This clause does not apply if a student has a break of more than four (4) weeks between their last day as a student and their first day as a full time bargaining unit employee.

11.02 Seniority shall mean an employee's length of continuous service with the Employer. An employee shall maintain and accumulate seniority under the following conditions:

- a) while he is actively at work for the Employer after he has completed his probationary period as set out in Article 11.01 above;
- b) during any period when he is prevented from performing his work for the Employer by reason of injury arising out of and in the course of his employment for the Employer and for which he is receiving compensation under the provisions of the Workers' Compensation Act, subject to Article 11.05;
- c) during the first ninety (90) days of any absence due to illness, or written leave of absence.

11.03 LAYOFF AND RECALL

- a) The Company shall notify the employee(s) who are to be affected and the Chief Steward. The Company will post notice prior to layoff. The Company agrees not to discuss bumping options with any employee until the next same shift.
- b) The senior employee shall be the last to be laid off and conversely the first to be recalled from lay off provided he has the skill, ability and qualifications to perform the required work efficiently. For the purpose of this Article, a lay off means a lay off for one full shift or more. Subject to the foregoing, in cases of lay off, probationary employees shall be laid off first.
- c) In a layoff situation employees with bumping rights will be identified by the Company. This will be done by reviewing current staffing levels by Job Groups with the required staffing levels. Affected employees starting with the highest seniority may bump down as required or will be laid off.

d) The Company reserves the right to protect employees with required skills and abilities in maintenance and chargehand positions.

e) Employees who are transferred pursuant to the seniority provisions in order to avoid laying them off shall immediately take the rate for the job to which they are assigned.

f) For the purpose of layoff only, the Employer will recognize the Chief Steward as having the top company wide seniority. The Chief Steward who is retained due to the above provision must be able to perform the work in a satisfactory manner. Should the Chief Steward not be able to perform the work in a satisfactory manner he shall be laid off in accordance with the terms of section 11.03a). The Company will post a notice prior to lay offs as defined in 11.03a). The Company agrees not to discuss bumping options with any employee until the next same shift.

g) Each Steward on each shift in each plant who has at least one (1)year of seniority will, in the event of layoff that would affect him, be considered as having sufficient seniority to protect him from a layoff during his term of office on his respective shift.

h) When recalling an employee after lay off, he shall be notified by registered mail or telegram and allowed five (5)working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5)working day period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact the

Employer within two (2) working days of the notice of return to work if he wishes the Employer to hold the job open for him for the full five (5) working day period. It shall be the employee's responsibility to keep the Employer notified as to any change of his address or telephone number so that they will be up to date at all times.

11.04 SHIFT CHANGE REQUESTS

a) Request!; for shift transfers must be made in writing on forms supplied by the Company. Employees may only transfer within the same job group except as noted in "D" below.

b) Shift transfer requests will be filed and dealt with according to the seniority of the employee making the request. It is understood that the employee transferring will bump the least senior employee in the job group.

c) Unless an employee is involuntarily transferred by the Company to an undesired shift, an employee will be allowed one (1) shift transfer per calendar year.

d) A shift transfer will occur within a reasonable time after the request is received but never at the expenses of the plant efficiency as defined exclusively by the Company. The company will allow an employee to request a desired shift at the time of layoff/bumping (defined as within thirty [30] days). At this time only, the employee will have the opportunity to drop down in tech class for shift preference. The Company will attempt to place the employee on their desired shift provided the terms of the previous paragraph apply.

e) A shift transfer will occur within a reasonable time after the request is received but with the least amount of disruption to the work force. The Company intends to allow employees who are transferred onto another shift as a result of more senior employee displacing them at least forty-eight (48) hours to arrange their affairs prior to the transfer occurring.

f) The shift transfer form must be delivered directly to the Human Resources Department by the employee.

11.05 Seniority lists will be supplied to the Union and posted on the bulletin board on January 1st and July 1st of each year of this Agreement

11.06 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- a) if he voluntarily quits;
- b) if he retires;
- c) if he is discharged for any cause and not reinstated through the Grievance Procedure;
- d) if he fails to report for duty after a lay off or leave of absence in accordance with the provisions of this Agreement;
- e) if twelve (12) months have elapsed from the day of lay off;
- f) if he is absent from work for more than three (3) scheduled working days (i.e., at the end of the third day) without notifying the Employer.

It is understood that an employee will do his utmost to notify the Company on the first day of absence.

g) Should an employee be absent from work for more than twelve (12) months due to accident or illness, the employer may ask for a medical prognosis from the attending physician. At this point a review will be conducted to determine whether or not a work accommodation can be made. If so, this will be reviewed at six (6) month intervals to evaluate the accommodation. If not and there is no reasonable prospect of returning to work, the employment contract may be deemed frustrated and unless extended by mutual agreement, the employee may be terminated.

This will not apply to an employee receiving Workers' Compensation under the provisions of the Workers' Compensation Act.

11.07 Employees who are transferred to positions not covered by the Collective Agreement shall have their seniority frozen. Should an employee who has transferred outside the Bargaining Unit wish to return to the bargaining unit within thirty (30) working days, he may do so provided he is still an employee of the Company. An employee transferring back to the bargaining unit shall be credited with his seniority frozen at the time of transfer. An employee who is returned by the Company after thirty (30) working days, but less than twelve (12) months after his transfer date, shall be credited with his seniority date frozen at the time of transfer.

11.08 The performance by students of work performed by bargaining unit employees shall not cause the lay off of a bargaining unit employee.

ARTICLE 12 BULLETIN BOARD

12.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business. Such notices must be approved by the Employer prior to their being posted and such approval will not be unreasonably withheld.

ARTICLE 13 LEAVE OF ABSENCE

13.01 The Employer may grant a leave of absence of up to three (3) months without pay to employees for legitimate personal reasons. The employee must renew such a leave of absence at the end of each three (3) month period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.

All requests for leaves will be reviewed thoroughly and such requests will not be unreasonably withheld.

b) The Company will grant a leave of absence without pay to not more than one (1) employee at a time who has attained at least one (1) year of continuous service for a period of not more than six (6) months to serve in a Union Office.

c) In Plant Union Representatives may be granted a leave of absence to attend authorized Union business provided the request is made with as much notice as possible (minimum of one (1) week). Such requests shall state dates and nature of the business. The number of employees allowed off at the same time will be limited to two (2) and for no more than three (3) days at a time. Special requests will be considered on an individual basis

13.02 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.

13.03 Maternity Leave - The Company will grant maternity leave in accordance with the Employment Standards Act.

13.04 An employee who is absent without just cause the day before or the day after an approved leave of absence or vacation, may be subject to disciplinary action.

ARTICLE 14 HEALTH AND SAFETY

14.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

14.02 There shall be established a Joint Health and Safety Committee. The number of people on the Health and Safety Committee will be determined by the Committee. The Committee shall meet monthly.

14.03 The Union may choose to appoint or elect one Health and Safety Representative from each shift in each plant. The number of people on the Health and Safety Committee will be determined by the Committee. The Union may rotate its elected or appointed Health and Safety Representatives to serve on the Joint Health and Safety Committee. Invitees recommended by the Employer members of the Health and Safety Committee to the joint Health and Safety Committee meeting, will only be allowed if the Union members agree and vice versa.

ARTICLE 15 GENERAL

15.01 Word; imparting the masculine gender shall include the feminine.

15.02 The Company agrees to replace employee owned tools damaged or broken while performing work at the Company's facilities.

15.03 HUMIDEX - When the humidex reading is at 33 degrees Celsius as recorded by the Waterloo-Wellington Airport, or there is an apparent level of heat related distress within the plant, the Union and the Company representatives shall immediately meet to review the situation and determine whatever action is necessary to alleviate the situation such as but not limited to suspension of operations, shortening of the work day and allowing employees, whose health may be affected, to leave work.

15.04 TRAINING - All on the job training to be done by employer designated personnel outside the bargaining unit. However specific job instruction may be given by bargaining unit employees.

ARTICLE 16 JOB POSTING

16.01 When a new job classification is permanently created or additional employees are permanently required in an existing job classification, the Employer will post a notice of the vacancy for a period of five (5) working days on the plant bulletin board. The notice will specify the nature of the job, the shift, qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his desire by filling out an application within the five (5) working day posting period aforesaid.

Regular employees who are on vacation or absent from work because of illness for the total period during which a job is posted under '16.01 above, shall have ten (10) calendar days after the expiry date of the posting in which to apply.

16.02 In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations and the skill, ability and qualifications of the individual to perform the normal required work and, where these are relatively equal, seniority shall govern. If no acceptable applications are received, the Employer shall train the most senior applicant in Job Groups I, II, III and IV.

Disciplinary and attendance records will only be reviewed for the prior twelve (12) months when evaluating an employee for a job posting.

16.03 The vacancy resulting from the placing of the successful applicant in the position so posted will also be posted but any further vacancy may be filled by the Employer without posting. Should the successful applicant for such vacancy be unsatisfactory, he shall be returned to his former job and the vacancy may be filled without further posting. In filling such a vacancy without further posting, the Employer will consider the other original applicants for the vacancy.

16.04 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his successful bid, except with the Employer's permission.

16.05 If, after completion of the job posting procedures (if any) there are vacancies in another plant or another shift on the same job, the employee may

apply to the Employer with a request for a lateral transfer from one plant to another, or from one shift to another.

ARTICLE 17 VACATIONS

17.01 An employee who on the 30th day of June in each year has.

a) one (1) year or more of continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks' vacation per year with pay equal to four (4) per cent of the amount of the employee's total wages in the previous year;

b) five (5) years (effective on ratification) or more of continuous service but less than twelve (12) years of continuous service with the Employer shall receive three (3) weeks' vacation per year with pay equal to six (6) per cent of the amount of the employee's total wages in the previous year;

c) twelve (12) years or more of continuous service with the Employer shall receive four (4) weeks' vacation per year with pay equal to ten (10) per cent of the amount of the employee's total wages in the previous year.

17.02 The term "total wages" does not include the previous year's vacation pay.

17.03 The employee's third and fourth weeks of vacation shall be taken at a time mutually agreed upon between the Employer and the employee.

17.04

a) An employee whose employment is terminated by the Employer shall receive any vacation pay to which he is entitled and has not yet received.

b) The Company will post a notice by April 15 in each plant to inform employees that they must make written application of their vacation request by May 1. The Company will grant vacation requests according to respective plant and shift seniority provided there are sufficient qualified employees, as determined by the Company, to staff the operation efficiently.

The Company will reply to all employee vacation requests submitted by May 1, by May 15.

Vacation pay will be paid by separate cheque on the employee's last scheduled work day prior to vacation, provided the request for vacation is approved at least two (2) weeks prior to the vacation time taken.

Employees who make their vacation request after May 1st cannot displace employees who have been granted their vacation leave. Employees will be required to submit a request of at least three (3) different personal vacation periods. Employees who have their first, second or third vacation period request turned down, shall have first rights to an alternate vacation period prior to any employee who submits his vacation request after May 1.

Vacations once granted cannot be changed except by mutual agreement between the Company and the Union.

17.05 Employees will continue to receive vacation pay as done previously unless the employee elects,

prior to May 15th of the year, to receive the vacation pay entitlement at the time(s) when they actually take their vacation. For the purposes of administration, two (2) per cent of total wages under Article 17.01, will be allocated to each full week of vacation. Employees who elect this option will receive payment(s) of two (2) per cent or multiples depending upon their entitlement. Isolated days will not be broken down under this option. An employee who make the election cannot revert to the other system unless the Employer agrees.

ARTICLE 18 PAID HOLIDAYS

18.01 The following shall be recognized as holidays to be paid for on the basis of the employee's straight time hourly rate multiplied by the number of hours the employee would normally have worked on such day:

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

Heritage Day (if and when proclaimed as a statutory holiday by the Federal Government) or days celebrated in lieu thereof, regardless of the day on which it falls.

18.02 An employee will be paid for a holiday provided he,

a) works his last scheduled shift on the working day which immediately precedes and his first scheduled shift on the working day which immediately follows such holiday unless he is excused by the Employer; the employee must show proof of lateness or absence to

the satisfaction of the Company who's decision must be made in a fair and equitable manner.

(b) has worked at least twelve (12) days during the four (4) weeks immediately preceding a holiday.

(c) has completed his probationary period as specified in this Agreement.

18.03 If an employee works on any of the said holidays, he shall be paid for all hours worked on the holiday at two (2) times his straight time hourly rate of pay in addition to his holiday pay as herein provided for.

18.04 If any of the above holidays fall or are observed during an employee's vacation, he shall be entitled to an extra day's vacation with pay.

ARTICLE 19 HOURS OF WORK AND OVERTIME

19.01

a) Effective March 1, 1993, the regular work week will be eight (8) hours per day, Monday to Friday inclusive. The night shift may begin Sunday evening and will be considered the first shift of the week.

b) Each shift shall include a one-half ($1/2$) hour paid lunch break but there shall be no other breaks during the shift. When any one shift is operating on the basis of four (4), ten (10) hour days, there shall be a paid ten (10) minute rest period, two (2) hours prior to the conclusion of the shift.

19.02 The Employer does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.

19.03

a) Effective March 1, 1993, time and one-half (1^{1/2}) an employee's straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day.

b) Time and one-half (1^{1/2}) an employee's straight time hourly rate shall be paid for all hours worked on Saturdays. Two (2) times an employee's straight time hourly rate shall be paid for all hours worked on Sundays. This premium shall not be payable for any hours worked on Saturday or Sunday which are part of the regular scheduled Friday or Monday shift.

19.04 Overtime will be on a voluntary basis. However, employees are expected to co-operate with the Employer in the performance of overtime work if required. If no qualified employees are available to perform overtime work on a voluntary basis, the Employer reserves the right to assign qualified employees to overtime in inverse order of seniority.

19.05

a) For the purpose of equitable overtime the Company will give at least twenty-four (24) hours notice.

b) Overtime shall be equitably distributed among employees who have the least amount of overtime hours in the classification in the department in the plant requiring overtime. Overtime shall be kept within a twenty-four (24) hours variance at any one time.

c) An employee who refuses to work overtime, provided he has received the proper notification as per Article 19.05a) shall be charged with the overtime

hours as scheduled and the opportunity to work overtime shall be passed on to the next employee. An employee who is absent from work for any reason when overtime is being distributed and who would have been requested to work shall be charged with the overtime hours so scheduled. Absent from work shall mean any absence other than Company related business, bereavement, jury duty or Union business.

d) Overtime records shall be maintained using the present format in all plants. These records shall be posted in the plant on a weekly basis.

e) Any employee entering a job group shall take the average overtime hours in that classification for the purpose of equitable distribution.

ARTICLE 20 REPORTING PAY

20.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at the rate of pay applicable to the job provided or if no work at all is available shall receive four (4) hours' pay at their straight time hourly rate.

20.02 The provisions of the above paragraph shall not apply in the event of strikes, power failures or any other conditions beyond the control of the Employer which prevent the Employer from providing work or where the Employer is unable to advise the employee or leave a message not to report for work, because the employee has not provided his current address and telephone number to the Employer or has been absent for reasons other than lay off on the preceding day.

ARTICLE 21 PAY ON DAY OF INJURY

21.01 If an employee is injured on the job, he shall be paid for the balance of his shift on which the injury occurred in accordance with the Workers' Compensation Act.

21.02 If an employee is injured on the job he must report the injury promptly to his supervisor and receive medical treatment that day.

21.03 The Company will provide an employee with a completed copy of the WCB Form 7 upon written request by the employee.

ARTICLE 22 BEREAVEMENT LEAVE

22.01 The Employer shall pay an employee up to three (3) days pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's wife, husband, father, mother, child, brother or sister, and up to one (1) days pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's mother-in-law, father-in-law or grandparent. Payment shall be made only to the extent of time lost while making arrangements for and/or attending the funeral. In order to qualify, the employee must;

- a) have completed his probationary period, and
- b) provide satisfactory proof of death if requested to do so by the Employer.

22.02 Employees shall not be paid pursuant to this Article for Saturdays, Sundays, paid holidays, while on vacation or leave of absence or for any other period during which they would not have worked.

ARTICLE 23 JURY DUTY

23.01 An employee who is selected for service as a juror will be compensated for loss of pay from his regularly scheduled shift due to such jury service. Such compensation will be based on his regular scheduled hours at his straight time hourly rate less the fee received for his service as a juror. However, should the employee present himself for selection as a juror and not be selected, then he is required to return to the plant to complete his remaining normally scheduled work day if regularly scheduled for the day shift.

23.02 In order for an employee to qualify for payment under this Article, he must;

- a) inform his immediate Supervisor within twenty-four (24) hours of his selection for service as a juror;
- b) in the case of an employee on the day shift, if released from service as a juror and four (4) hours or more remain in the employee's regularly scheduled hours, he must return to the plant to complete his remaining normally scheduled work day;
- c) provide a written statement to the Employer indicating the date of his service as a juror, the time so spent and the fee received for his services as a juror; and
- d) have completed his probationary period.

ARTICLE 24 PAY DAY

24.01 A regular weekly pay day shall be established by the Employer and the employees shall receive their pay during the regular working hours of their shift.

Employees on the night shift will receive their previous week's pay by the end of the fourth (4th) work day of the current week. The foregoing applies to work weeks without a designated holiday. Employees off-shifted for inventory only, who work the afternoon shift, will be paid by the end of the shift on the third day of the week.

24.02 The Employer may pay by cheque or by cash, but in either case employees shall receive a statement specifying the number of hours covered by the payment received, with particulars of deductions, and extras, including the hourly rate of pay.

24.03 Shortages in excess of twenty-five dollars (\$25.00) in the employee's pay cheque from the Employer will be corrected within twenty-four (24) hours of notification by the employee. This clause does not apply if the shortage is in any way due to the actions or inaction's of the employee, such as a failure to punch his time card properly.

ARTICLE 25 TEMPORARY TRANSFERS

25.01 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, and temporary vacancies and jobs which become vacant while employees are on layoff shall not be deemed to be vacant for the purposes of this Article. For the purposes of this Article "temporary" shall mean a period of thirty (30) working days or less.

Employees who are transferred pursuant to the seniority provisions in order to avoid laying them off shall immediately take the rate for the job to which they are assigned.

25.02 Employees who are temporarily transferred by the Employer to a higher rated job shall receive the higher rate if he is on the job four (4) hours or more, noncumulative.

When the Employer agrees to accommodate an employee, by transferring the employee to another job, he shall receive the higher or lower rates, as the case may be, if he is on the job for one (1) or more working days, noncumulative, on that job.

25.03 Temporary transfer shall mean a transfer with the intention of returning the employee to his former job.

25.04 When employees must be transferred from one shift to another, the employee shall be given four (4) working hours notice and further provided that at least seven (7) hours time will elapse from the close of his regular shift to the commencement of his new shift assignment.

If these two (2) conditions are not met, the employee shall be paid at the rate of time and one-half for all hours worked by him on his initial new shift assignment. The normal rate of pay shall commence on the employee's second shift.

Section 25.04 will not apply if shift transfers are a result of lay off or voluntarily requested by an employee.

ARTICLE 26 PROTECTIVE CLOTHING

26.01 Aprons, shop coats, gloves, dust masks and protective clothing shall be furnished to all employees when and where necessary.

26.02 The Employer shall supply one (1) pair of non-prescription safety glasses per year. Any additional glasses supplied will be at the employee's expense.

26.03 The Employer shall contribute fifty dollars (\$50.00) per employee per year towards the cost of one (1) pair of safety shoes for each employee who has completed his probationary period.

ARTICLE 27 SHIFT PREMIUM

27.01

a) A shift premium of twenty (20) cents per hour and thirty (30) cents per hour respectively shall be paid for all work performed by employees engaged on the Employer's regularly scheduled afternoon and night shifts. This premium shall be paid only for actual hours worked and no overtime or premium shall be calculated thereon.

b) It is agreed that shift premium shall be paid for hours worked on that shift and this same premium shall continue to be paid for continuous hours worked either before or after his normal scheduled shift assuming shift premium is paid on that shift. For example, an employee scheduled on the afternoon shift will continue to receive his afternoon shift premium for hours worked either immediately before or after his scheduled afternoon shift.

ARTICLE 28 EMPLOYEE BENEFITS

28.01 The Employer will pay one hundred per cent (100%) of the premium cost of the Ontario Health Insurance Plan for all employees who have completed the three (3) month waiting period, during the term of this Agreement.

28.02 The Employer will continue the Group Life, Major Medical and Long Term Disability Plans which are now in effect and will continue to pay one hundred per cent (100%) of the premium cost of the Plans, for all employees who have completed their probationary period, during the term of this Agreement.

28.03 Effective December 6, 1989, the Employer will pay one hundred per cent (100%) of a Vision Care Plan with employee and family coverage to a maximum of and ninety-five dollars (\$95.00) for each eligible claim every twentyfour (24) months. For employees hired after ratification only, they must have one (1) year of active employment to qualify. This eligibility requirement does not affect current employees.

28.04 The Employer will continue the Dental Plan which is now in effect, for all employees who have completed their probationary period, during the term of this Agreement. The Employer shall pay one hundred per cent (100%) of the premium cost of the Dental Plan which will be maintained at the 1995 O.D.A. rates for the life of this Agreement.

28.05 The Employer will continue the Weekly Indemnity Plan (1-1-7) inclusive of surgery providing it is performed while under general anaesthesia and in a facility with a recovery room, and will pay one hundred per cent (100%) of the premium cost of the plan, for all employees who have completed their probationary period, during the term of this Agreement.

28.06 The Employer will have the right to select the carrier of its choice in respect of any of the above benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained.

**ARTICLE 29 ~~JOEL~~ CLASSIFICATIONS AND
RATES OF PAY**

29.01 The job classifications and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 30 MISCELLANEOUS

30.01 Chargehands will not be responsible for hiring, firing, or for imposing or suggesting discipline of any bargaining unit employee.

30.02 In the event of a complete and full plant closure, the Company agrees to discuss the severance payment with the Union, with the understanding that it will cover all seniority employees at the time the decision is made to close the plant.

30.04 The Company agrees to convert current Deferred Profit Sharing Plan contribution method to cents per hour worked, retroactive to January 1, 1996, thirty (30)cents per hour worked (to be implemented at earliest possible time, not later than April 1, 1996). Current Deferred Profit Sharing Plan ceases April 1, 1996.

30.05 The Company and the Union agree that the present washroom breaks will continue.

30.06 The Company recognizes and believes strongly in the benefits of a rehabilitation program for employees who have been injured on the job or are recuperating from personal injury or illness. The Company/Union Modified/Return to Work Committee which is currently in place will continue to meet on a regular basis.



ARTICLE 31 TERM OF AGREEMENT


31.01 Subject to the Memorandum of Agreement dated December 21, 1995, the term of this Agreement shall be from the 3rd day of November, 1995 to the 2nd day of November, 1998, and shall continue from-year to year thereafter unless either party gives notice in writing to the other not less than thirty (30)days nor more than ninety (90)days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

DATED at CAMBRIDGE, this 21st day of DECEMBER, 1995.

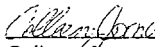
FOR THE, EMPLOYER

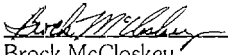
FOR THE UNION

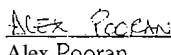

Kimberly Rogan

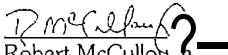

Scott B. Penner


James A. Clark

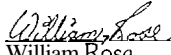

Colleen Jorna

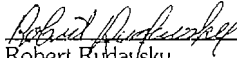

Brock McCloskey

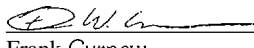

Alex Pooran


Robert McCullough


Connie Maile


William Rose


Robert Rudavsky


Frank Curnew

SCHEDULE "A" — WAGE SCHEDULE

Effective November 5, 1995						
Position	Start	3 Months	6 Months	9 Months	12 Months	
Job Group I	\$ 9.58	\$ 10.46	\$ 11.00	\$ 11.54	\$ 12.08	
Job Group II	\$ 10.12	\$ 11.01	\$ 11.55	\$ 12.09	\$ 12.63	
Job Group III	\$ 10.96	\$ 11.85	\$ 12.39	\$ 12.94	\$ 13.47	
Job Group IV	\$ 11.61	\$ 12.50	\$ 13.04	\$ 13.58	\$ 14.12	
Job Group V	\$ 12.57	\$ 13.45	\$ 14.00	\$ 14.54	\$ 15.08	
Mechanic 1	\$ 12.57	\$ 13.45	\$ 14.00	\$ 14.54	\$ 15.08	
Mechanic 2	\$ 16.01	\$ 16.90	\$ 17.44	\$ 17.98	\$ 18.51	
Mechanic 3	\$ 18.39	\$ 19.27	\$ 19.81	\$ 20.36	\$ 20.90	

SCHEDULE "A"—WAGE SCHEDULE

Effective November 11, 1996

Position	Start	3 Months	6 Months	9 Months	12 Months
Job Group I	\$ 9.88	\$ 10.76	\$ 11.30	\$ 11.84	\$ 12.38
Job Group II	\$ 10.42	\$ 11.31	\$ 11.85	\$ 12.39	\$ 12.93
Job Group III	\$ 11.26	\$ 12.15	\$ 12.69	\$ 13.24	\$ 13.77
Job Group IV	\$ 11.91	\$ 12.80	\$ 13.34	\$ 13.88	\$ 14.42
Job Group V	\$ 12.87	\$ 13.75	\$ 14.30	\$ 14.84	\$ 15.38
Mechanic 1	\$ 12.87	\$ 13.75	\$ 14.30	\$ 14.84	\$ 15.38
Mechanic 2	\$ 16.31	\$ 17.20	\$ 17.74	\$ 18.28	\$ 18.81
Mechanic 3	\$ 18.69	\$ 19.57	\$ 20.11	\$ 20.66	\$ 21.20

SCHEDULE "A" — WAGE SCHEDULE

Effective November 2, 1997						
Position	Start	3 Months	6 Months	9 Months	12 Months	
Job Group I	\$ 10.18	\$ 11.06	\$ 11.60	\$ 12.14	\$ 12.68	
Job Group II	\$ 10.72	\$ 11.61	\$ 12.15	\$ 12.69	\$ 13.23	
Job Group III	\$ 11.56	\$ 12.45	\$ 12.99	\$ 13.54	\$ 14.07	
Job Group IV	\$ 12.21	\$ 13.10	\$ 13.64	\$ 14.18	\$ 14.72	
Job Group V	\$ 13.17	\$ 14.05	\$ 14.60	\$ 15.14	\$ 15.68	
Mechanic 1	\$ 13.17	\$ 14.05	\$ 14.60	\$ 15.14	\$ 15.68	
Mechanic 2	\$ 16.61	\$ 17.50	\$ 18.04	\$ 18.58	\$ 19.11	
Mechanic 3	\$ 18.99	\$ 19.87	\$ 20.41	\$ 20.96	\$ 21.50	

Schedule B

**Job Classification for Job Posting and Training
Purposes - Job Groups**

JOB GROUPS — PLANT 1

Group 1

- General Labour
- Adhesive Line
- Puck Drill and Grinder

Group2

- Machine Set-up
Perform
Puck Grind and Drill

Group 2

- Hopper Filler
- Dust Collector Operator
- Preform Operator

Group 2

- Tow Motor Driver
- Plate Picker

Group 3

- Press Operator
IM Press
IM Domestic
Truck and Bus
Puck Press

Group 3

- Wheelabrator

Group 3

- Press Set-up

JOB GROUPS — PLANT 2

Group 1

- General Labour
- Boxmaker
- Pack Lines

Group2

- Line Ends

Group2

- Picker

JOB GROUP — ALL

- Truck Driver

JOB GROUPS — PLANT 3

Group 1

- General Labour
- Machine Operator
 - Orbital
 - Grinder
 - Slotter
 - Drills
 - Paintline

Group2

- Set-up
 - Grinder
 - Slotter
 - Secondary
 - Paintline

Group 3

- Mix Kitting

GROUP 4 & 5 — ALL PLANTS

Group 4 — All

- Quality Control Inspector

Group 4 — All

- Mixer

Group 4 — All

- Stock Controller Data Entry
- Invoicing
- Report Maintenance

Group 5 — All

- Senior Assistant
Chargehand

Group 4 — All

- Shipper Receiver

Group 4 — All

- Chargehand

Group 5 — All

- Senior
Shipper/Receiver

Maintenance

- Mechanic 1
- Mechanic 2
- Mechanic 3

Memorandum

Date: December 18, 1995
To: Scott Penner
From: Randy Butler
Subject: Miscellaneous Issues

1. Modified work is designed to allow an employee to either return to work sooner, and prevent lost time by modifying their pre-accident position, or assigning alternative work sensitive to the employee's medical restrictions. To this end the Company will abide by the appropriate legislation.
The Joint Company/Union Modified/Return to Work Committee will develop an appropriate mission statement utilizing the above.
2. Management and Union Representatives will meet on a regular basis to discuss and resolve local issues. (Joint Labour Management)
3. Medical verification will be accepted under the Company's attendance program in lieu of "Doctor's notes".
4. Should the Company challenge a Workers Compensation Board claim, the employee and the Union will be notified of such.
5. The Company agrees to establish direct payroll deposit by October 1, 1996 or sooner if possible.

Sincerely,

Randy Butler,
Plant Manager,
Abex Friction Products.

Memorandum

Date: December 18, 1995
To: Scott Penner
From: Randy Butler
Subject: Humidex

The following represents the standard by which we will conduct heat breaks. Article 15.03 of the Collective Agreement states that Humidex issues will be addressed when the reading reaches thirty-three degrees Celsius (33°C) or when there is an apparent level of heat related distress within the plant. Issues brought forth before the reading reaches thirty-three degrees Celsius (33°C) shall be dealt with outside of this standard:

- At** ~~thirty-three (33)~~- ~~thirty-eight (38)~~degrees Celsius (°C)
ten (10)minutes/ two (2)hours with fluids
- At** ~~thirty-nine (39)~~- ~~forty-two (42)~~degrees Celsius (°C)
twenty (20)minutes/ two (2)hours with fluids
- At** ~~forty-three (43)~~- ~~forty-six (46)~~degrees Celsius (°C)
thirty-five (35)minutes/ two (2)hours with fluids
- At** ~~forty-seven (47)~~- plus degrees Celsius (°C)
review operations of plant

Should Article 15.03 become null and void due to the closure of the Waterloo-Wellington Airport, the parties will meet to discuss alternate solutions to resolve the situation. This would include the purchase of an appropriate measuring device to be placed in the Plants.

Sincerely,

Randy Butler,
Plant Manager,
Abex Friction Products

NOTES