

AGREEMENT
BETWEEN
DANA CORPORATION
LONG MANUFACTURING DIVISION
CAMBRIDGE, ONTARIO
AND
THE
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS
LOCAL LODGE 2330

(INSERT LOGO)

MAY 5, 1999

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COLLECTIVE AGREEMENT

between

DANA CORPORATION

LONG MANUFACTURING DIVISION

in respect to its plant located in

Cambridge, Ontario

(hereinafter referred to as “the Company”)

and

THE INTERNATIONAL ASSOCIATION OF MACHINISTS

AND

AEROSPACE WORKERS

through its LOCAL LODGE NO. 2330

(hereinafter referred to as “the Union”)

(INSERT LOGO)

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2 - RECOGNITION

2.01 (a) The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Dana Corporation - Long Manufacturing Division at its plant in Cambridge, Ontario, save and except all salaried staff. If the plant should close and a new location is established within a radius of 40 km. of the plant at 401 Franklin Blvd., Cambridge, the collective agreement shall apply to such location.

(b) Employees excluded from the bargaining unit in Article 2.01 (a) of the Collective Agreement will not perform work customarily performed by bargaining unit employees to the extent that a bargaining unit employee is replaced; however, it is recognized that in the normal performance of their duties, foremen and supervisors will, on occasion, perform work that bargaining unit employees can and do perform. Such work will be only for reason of instruction, experimentation, or emergency.

(c) The Union recognizes the Company may hire students to perform bargaining unit work. The hiring of students shall be restricted to between April 1 and the Friday after Labour Day each year. All students will be hired for the Group 1 - General Production classification only.

ARTICLE 3 - UNION DUES AND UNION MEMBERSHIP

3.01 An employee who is a member of the Union on the effective date of this agreement, or who thereafter becomes a member, shall continue membership in the Union for the duration of the agreement as a condition of continued employment.

3.02 Each employee hired shall become a member of the Union within thirty (30) calendar days following his hiring as a condition of continued employment.

3.03 (a) There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of his membership in the Union.

(b) The Union, its members and/or agents shall not intimidate or coerce, or attempt to intimidate or coerce, any employee in respect to his right to employment or in respect to union activity or membership and, further, there shall be no solicitation of employees for union membership or dues on Company time.

3.04 During the life of the agreement, the Company will deduct weekly from the pay of its employees, in accordance with sections 3.01 and 3.02 above, union dues uniformly levied against all employees.

3.05 The Company shall deduct from the wages of all employees the amount of union dues, and forward same to the Secretary-Treasurer of the Union not later than the twenty-fifth day of the month following, along with a statement in alphabetical order, with each employees monthly deductions, with indications when applicable against those names from whom no deduction is made; indicating the reason for no deduction (i.e. sick, quit, laid off, etc.). The Union shall notify the Company in writing of the amount of dues to be deducted.

3.06 The students referred to in Article 2.01 (c) shall not be members of the Union or pay Union Dues.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 During the term of this agreement there shall be no lockout by the Company, nor strike by the Union as defined by The Labour Relations Act for the Province of Ontario.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Company to:

(a) maintain order, discipline and efficiency;

(b) hire, discharge, classify, transfer, promote, demote, suspend, lay off and discipline employees, provided that a claim of disciplinary demotion, suspension, discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) generally manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, methods of manufacturing and assembling, schedules of production, kinds and locations of machines and tools to be used, the engineering and designing of its products and the control of material and parts to be incorporated in the products produced;

(d) establish reasonable rules and regulations covering the operation of its business.

5.02 The Company agrees that its exclusive functions as provided by this agreement shall be exercised in a manner consistent with all provisions of the agreement.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Union shall name a shop committee of not more than five (5) employees, covered by this agreement.

Matters pertaining to the interpretation or application of this agreement and disputes over such matters shall be discussed and adjusted by the Company and this Shop Committee as provided for in Sections 7.04 and 7.05.

6.02 (a) The Company shall recognize stewards for each shift as follows, depending on the number of employees on the shift:

- up to and including 30 employees - 1 steward
- 31 to 90 employees - 2 stewards
- 91 or more employees - 3 stewards

(b) The shop stewards shall not be transferred from their respective shift, as long as there is work available which they are able and willing to perform.

(c) The Union shall designate, and the company shall recognize, a negotiating committee of three (3) employees. The Company shall meet with the negotiating committee to discuss any proposed amendments to the Collective Agreement during the life of this agreement and during the normal period of negotiation as specified in Article 30.01 and 30.02 of this agreement. During these discussions an international officer of the I.A.M.A.W. may be present, if either party so requests.

6.03 The Company shall be kept informed of the name of each Shop Steward and each member of the Shop Committee.

6.04 (a) Trade Union Conventions - No more than four (4) employees will be permitted the time off to serve as delegates. Such leave is not to exceed ten (10) working days in any one year, except in the year of the Grand Lodge Convention, when an additional ten (10) working days will be granted to no more than two (2) delegates.

(b) Local Union Business - Reasonable leave of absence will be granted to the Union Committee for the purpose of local union business, upon request of the Union President or designate. Leave of absence will not be unreasonably withheld. The Union will cooperate in avoiding disruption of production requirements. Such leave will normally be upon one (1) week's notice in writing to the designated management person for regular Union Meetings.

(c) Union Time Within the Plant - A shop steward or committeeman shall be permitted the necessary time during work hours without loss of pay for the purpose of using such time for the settlement of a complaint or grievance or any other function in regards to the administration and interpretation of the Collective Agreement. He shall not leave his station except as provided by the above sentence, and only with the permission of and having informed his production supervisor as to the nature of the business.

If in the performance of this article, the Union President requests a meeting of the committee and a delay would cause substantial prejudice to the Union or employees, and the Company does not specify the time for the meeting within two (2) hours of the request, or cannot obtain the meeting two (2) hours prior to the end of the shift, the President will advise in writing of the names of the Union officials, not to exceed five (5), who will leave the plant. In no event will the group named under this subsection, leave the plant prior to 11:00 a.m.

(d) Regular Lodge Meetings - Shop stewards and lodge officials working the afternoon shift will be permitted time off, without pay, to attend regular local lodge meetings, provided the total number does not exceed five (5). Such time off will be granted if the Union gives notice one (1) week in advance (48 hours in emergencies) to the designated management representative.

6.05 The Company will grant a leave of absence not to exceed four years, to an employee selected by the union, to serve as an International Representative.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The parties hereto desire that every complaint, grievance or dispute shall be dealt with as quickly as possible and that adjustment of every justified complaint, grievance or dispute shall be made promptly.

7.02 STEP 1: An employee who has a complaint shall first discuss it with his supervisor, either alone or with his shop steward, with a view to prompt and fair adjustment.

7.03 STEP 2: If satisfactory settlement cannot be reached within two (2) working days, the matter may be submitted in writing on a standard grievance form signed by the grievor and his steward and submitted to the supervisor by the steward within a further two (2) working days with such a discussion as may be necessary in order for the supervisor to fully record his decision on the form and return it to the steward within a further two (2) working days.

7.04 STEP 3: If the answer of the supervisor is not acceptable, or if it is a general grievance under Article 7.05 or Article 9.01, the grievance may be referred to the Shop Committee. If the Shop Committee feels that a just settlement has not been reached, it shall give notice of appeal within five (5) working days following the answer in Clause 7.03. The Shop Committee, as designated in 6.01, shall meet and discuss the grievance with representatives of management; such meeting to be held within five (5) working days after notice has been given. At this meeting an international officer of the I.A.M.A.W. may be present if either party so requests. Within five (5) working days after such discussion, a company representative shall present the Company's final decision in writing to the Shop Committee. If the decision is still unsatisfactory to the Union, the grievance may then be submitted to arbitration.

7.05 The Union may submit as a general grievance any difference between parties arising from the interpretation, administration or alleged violation of this agreement, but only where an individual grievance of an employee or employees cannot be made pursuant to this article. Such general grievance shall be processed beginning with Clause 7.04 and shall specify the section or sections of the agreement alleged to have been violated.

7.06 The time allowances provided in the above sections may be extended by mutual agreement. If the time allowance or any mutually agreed upon extension is not observed by the Union, the grievance will be considered as withdrawn. If the time allowance or any mutually agreed upon extension is not observed by the Company, the grievance will be considered as advanced to the next step of the grievance procedure, including arbitration.

7.07 It is understood that at any stage of the grievance procedure, the aggrieved employee(s) (maximum of two) may be present or may be required to attend by either party.

7.08 Any conflict, grievance or dispute must be made known to the Company within ten (10) working days of the time the fact giving rise to the grievance became known to the Union Steward or Officer. The maximum financial liability of the Company in the settlement of a grievance shall be limited to thirty (30) calendar days prior to the date the matter was first raised under the terms of Section 7.02 and 7.05 of this agreement. Exception will be made for issues concerning vacation payment and pension payment. This will be remedied for the period to which they apply.

ARTICLE 8 - ARBITRATION

8.01 Any matter arising from the interpretation, application, administration or alleged violation of this agreement may be submitted to arbitration.

8.02 If either party desires to submit any grievance to arbitration it shall notify the other party in writing within five (5) working days after the final decision is given under the grievance procedure.

8.03 A single arbitrator may be used except where parties agree to a board of arbitration. The board of arbitration shall consist of one member selected by the Company and one member selected by the Union, both of whom shall endeavour to select the third member to act as chairman. While endeavouring to select a chairman, and by mutual agreement of the parties hereto, the two nominees may attempt to resolve the grievance; their solution, if any, being subject to the approval of their principals.

8.04 In the event the nominees fail to agree upon a neutral chairman within ten (10) days, they shall request the Minister of Labour of the Province of Ontario to immediately appoint a chairman.

8.05 The arbitration board shall not make any decision inconsistent with the provisions of this agreement, nor shall it alter, modify or amend any part of this agreement.

8.06 The decision of the majority of the Arbitration Board shall be final and binding upon the parties hereto, and upon any employee concerned in or affected by said decision.

8.07 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties shall jointly bear the expense of the chairman of the arbitration board.

8.08 No person may be named as nominee who has participated in an attempt to settle a grievance or dispute.

8.09 (a) By mutual agreement, the parties may appoint a single arbitrator.

(b) Notwithstanding the above, either party may apply for the expedited arbitration process as specified in Section 48 of the Labour Relations Act.

8.10 All reasonable arrangements will be made to permit the board of arbitration or arbitrator to have access to the plant to view the disputed operations and to confer with the necessary witnesses.

ARTICLE 9 - SUSPENSION AND DISMISSAL

9.01 A claim by an employee that he has been unjustly dismissed or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Company's representative by the Shop Committee within three (3) working days of the notice of dismissal or suspension. Such grievance shall be dealt with as outlined in Clause 7.04.

9.02 Such dismissal or suspension grievance may be settled under the grievance or arbitration procedure by any arrangement which may be deemed just and equitable in the opinion of the parties or of a board of arbitration (arbitrator).

9.03 A dismissed or suspended employee shall be permitted, prior to leaving the plant, to consult with his shop steward in a place on the Company premises as designated by the Company for a period not to exceed one hour. The Company will pay for 15 minutes.

9.04 An employee requested to attend a meeting for the purpose of being disciplined, shall be told the purpose of the request, and be informed he has the right to have a shop steward present.

9.05 When a formerly disciplined employee has accumulated a period of three (3) months for consultation, six (6) months for verbal warning, twelve (12) months for written and eighteen (18) months for suspensions, without further warnings, any consultation, verbal, written warnings or suspensions on file will be considered inactive for further discipline matters.

ARTICLE 10 - PROBATION

10.01 A new employee will be considered a probationary employee until he has worked a total of four hundred & eighty (480) accumulated work hours in any consecutive twelve-month period, and during the probationary period will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. After completion of the probationary period, an employee's seniority will date from the original date of hire within the consecutive twelve (12) month period.

ARTICLE 11 - SENIORITY

11.01 Seniority shall be on a plant wide basis.

11.02 An employee shall lose his seniority and his services shall be considered as terminated for the following reasons:

(a) If the employee quits.

(b) If the employee is discharged for cause.

(c) If the employee is absent from work for more than three (3) consecutive working days without having provided a reasonable explanation to the Company.

(d) If the employee fails to report on the next day after expiration of his leave of absence unless failure to report is due to accident, illness or other emergency beyond the reasonable control of the employee.

(e) If the employee fails to advise the company within three (3) calendar days of his intention to return to work, or if he fails to return to work within five (5) working days following receipt of his notification of his recall by registered mail to his last known address.

(f) When an employee accepts a position outside the bargaining unit, such employee shall retain and accumulate seniority for four (4) weeks from the date of transfer. In this time the employee may decide to remain in their new position or return to their former classification in the bargaining unit. Employees will be required to pay outstanding union dues upon return to union membership. Bargaining unit employees will not be transferred to non-bargaining unit positions to fill in for temporary absences or temporary vacancies.

(g) If the employee is on continuous layoff in excess of two (2) years from the date of layoff.

(h) If absent more than five (5) years due to Long Term Disability, from the date of first absence. Insured benefits for employees on LTD will not terminate at this time but will continue up to the age of 65.

11.03 The Company will furnish the Union with six (6) copies of the revised seniority list each month, and will post one (1) copy on the bulletin board each month.

11:04 New employees will normally be hired for a shift other than days, after an orientation period of up to two (2) weeks on days. Employees who wish to transfer to days will be transferred by seniority provided they are capable of doing the work available. Employees will be transferred from days in the reverse order of seniority.

11.05(a) If there is any change in the normal number of employees in any classification on any shift, and when students have completed orientation or are terminated, shift transfer notices will be posted for employees to express their shift preference. Employees in the Classification will be assigned to the shift of their choice in order of seniority with junior employees assigned to the remaining vacancies. 'Normal number' excludes fluctuations due to absenteeism for any reason.

(b) Employees on any leave must contact Human Resources indicating their desire to transfer to a different shift.

ARTICLE 12 - LAYOFF AND RECALL

12.01 Layoff out of the plant or internal, shall be by seniority as defined in Article 11.01 as long as it does not prevent the Company from maintaining a working force of employees who are able and willing to do the work available.

12.02 The posting of the notice of layoff shall serve as notice to both the employee being removed from the job and to all junior employees. They shall all have the same notice of layoff date whether they leave their job classification and do not bump, or whether they are bumped.

12.03 The Company shall notify the President of the Union of all pending layoffs. The Company will provide the Union with a list, in writing, of all employees to be laid off at the time of the layoff.

12.04 The Company will endeavour to give employees who are to be laid off at least five (5) working days' notice of such layoff.

12.05 When there is a reduction in the number of employees required in a classification, employees shall be laid off in reverse order of seniority.

12.06 The Bumping process is as follows:

(a) An employee who received notice of layoff must make known to the Company their desire to bump within five (5) calendar days of receiving the layoff notice.

(b) The employee may bump into any classification as described in Article 27, provided the employee meets the qualifications and has adequate seniority.

(c) The employee who is bumped out of a classification may bump other employees as described in 12.06(a) and (b). Each employee is allowed to submit one (1) bump at a time. It is understood that an employee who bumps and then is subsequently bumped themselves, may want to bump again. This could happen several times under the right circumstances. If any employee who is laid off out of the plant before having an opportunity to exercise his bumping rights, he retains those bumping rights.

(d) Employees who do not wish to exercise their bumping rights or are the final employees to be bumped out of a classification, will be laid off.

12.07 Temporary layoffs, not to exceed two (2) days, due to manufacturing and business irregularities and/or production difficulties, may be made by the Company without regard to seniority. This provision shall not be applied to any one employee in excess of ten (10) days within any twelve month period

12.08 (a) The President, Vice-president, Recording Secretary, and Secretary Treasurer of the Union, with one (1) year or more seniority, shall have top seniority for the purposes of layoff and recall and shift transfers; and shall be retained in employment as long as there is work that they are willing and able to perform. The above Officers shall not hold top seniority in any Classification above General Production. If two or more elected Union Officers hold the same classification and insufficient work is available, individual seniority will prevail. An employee in an elected union position, as specified above, may voluntarily change shifts if they are able to do so by virtue of their individual seniority.

(b) Shop stewards with one (1) year or more seniority, shall have top seniority on their shift for the purpose of layoff, and shall be retained in employment by shift as long as there is work available and that they are willing and able to perform. If all employees on a shift, including the shop steward, are laid off or transferred, the shop steward shall have top seniority for the purpose of recall and transfer back to their shift. Stewards shall not hold top seniority in any classification above General Production. If two or more elected stewards hold the same classification and insufficient work is available, individual seniority will prevail.

12.09 (a) When a vacancy(s) occurs in a particular classification, employees who have previously been laid off from that classification as a result of surplus, will be recalled in order of seniority.

(b) Such vacancy(s) shall not be posted for bid pursuant to Article 14.01, until all employees with prior rights to the vacancy(s) have been given the opportunity to fill the said vacancy(s).

(c) Once 12.09 (a) has been completed, employees on layoff out of the plant shall be recalled to work in accordance with their seniority provided they are qualified to do the work available.

(d) Any employee who declines recall under 12.09(a) or accepts another classification with equal or better pay under Article 14.01 will forfeit all rights to recall.

12.10 (a) If an employee refuses a recall, it shall be considered that he has terminated his services with the Company.

(b) Any employee in job group three (3) may refuse recall by seniority except to the job classification he held at the time of layoff. After one (1) refusal of recall by seniority, he may only return to work upon recall to the job classification he held at the time of layoff. Article 11.02 (g) will still apply.

12.11 Prior to using outside contractors on work normally performed by Skilled Trades, the company will offer all available hours to the Trades employees, although, it is recognized that at times and for varying reasons, it is not considered practical or advisable for certain work to be performed by our own company.

ARTICLE 13 - TRANSFERS

13.01 (a) Except when bumping into a lower rated job in lieu of layoff, an employee will not suffer any loss of pay when temporarily transferred to a lower rated job.

(b) When an employee is transferred to a higher rated job, he shall be paid the higher of the two rates for the hours worked. If the period is equal to or greater than 2 ½ hours, the higher rate shall be paid for the entire shift in which he is transferred.

(c) Transfers between classifications shall not be used on overtime except where it is necessary due to the absence of an employee who was scheduled to work the overtime, equipment breakdown during the overtime, or other unavoidable emergencies.

13.02 Requests by an employee to transfer to General Production from other classifications will be accepted and granted prior to posting any vacancy. The employee must file a written request.

13.03 Light duties within any classification including General Production, may be requested by an employee who, because of physical or health reasons, is unable to adequately perform his job. The employee must file full medical proof and a written request for such transfer. The Company will consider such requests and, if granted, transfer the employee for a period of up to twelve (12) weeks. Consideration for light duties will be in the employee's classification or General Production classification. The job rate of the duties performed will be paid.

ARTICLE 14 - JOB POSTINGS

14.01 (a) Vacancies and new jobs will be posted on the bulletin boards for three (3) working days specifying the classification, the shift, and the number available. Applications must be in writing. Promotions to vacancies will be based on seniority, provided the applicant is capable of performing the work and has successfully completed the applicable tests.

(b) Employees on any leave must contact Human Resources indicating their desire to bid on job postings.

14.02 The Union will be provided with a copy of all completed job postings showing all applicants including the successful applicant.

14.03 (a) Successful applicants shall be given thirty (30) working days to become familiar with the job. If during the familiarization period the applicant is considered to be incapable of performing the job or chooses not to remain on the new job, the employee will be returned to his former job.

(b) If there is no successful applicant, the Company will hire from outside.

14.04 (a) Positions of backup operators will be posted for jobs in Groups One (1) and Two (2), other than General Production. Backup operators may be used to fill in temporary vacancies caused by absenteeism, in the event there are no laid off employees on that shift.

(b) Applications for backup operator will be confined to each shift. If no successful applicant for backup operator position, the Company may consider applications from other shifts, providing the permanent position is vacant for a period longer than ten (10) days.

(c) Applicants to backup postings are limited to General Production employees, unless the employee withdraws from the previous classification.

(d) Any position filled by a backup operator for one (1) year due to any leave of absence will become a permanent vacancy and posted.

(e) An employee holding a backup operator posting may bid for any permanent job posting. Successful applicant will be required to withdraw their backup classification.

(f) Backup operators do not have any rights to the permanent position. They must apply for the permanent position through the job posting procedure.

(g) Employees who transfer to a new shift, must withdraw their backup classification.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Company will grant leave of absence without pay or loss of seniority for the following reasons:

(a) Up to thirty (30) calendar days for legitimate personal reasons with due regard for production requirements. Applications for such leave of absence shall be requested in writing prior to the commencement of such leave. A copy of all approved leaves of absence shall be given to the Union. Answers to requests for leave of absence shall not be unreasonably withheld and each case will be judged on its own merit.

(b) Up to one (1) year due to illness or accident certified by a medical doctor. This may be extended up to one (1) additional year at the Company's discretion upon written request by the employee. The Company will maintain the employee's benefits for the duration of his leave under 15.01 (b) and (c).

(c) Up to one (1) year due to illness or accident certified by a medical doctor. This will be extended up to one (1) additional year upon the written request of the employee, provided the employee has five (5) years or more seniority at the time of commencement of the initial leave of absence.

(d) Group insurance benefits (except Weekly Indemnity) will continue until the end of the month following the month in which the leave of absence commenced, except those employees on leave of absence for compassionate reasons, shall have their benefits paid for the duration of the leave.

15.02 (a) An employee who has been with the Company for thirteen (13) weeks or more and who becomes pregnant shall be granted a leave of absence. Such employee will be required to begin her pregnancy leave at the time when her own physician decides. Such leave of absence shall be granted for a period in accordance with the Employment Standards Act and may be extended up to a maximum of one (1) year upon presentation of a doctor's certificate stating the necessity thereof.

(b) With the exception of Weekly Indemnity, insurance benefits will continue for employees on pregnancy or parental leave.

ARTICLE 16 - POSTING NOTICES

16.01 The Union shall be permitted to use designated bulletin boards for the posting of notices and announcements of official union business. Notices and announcements other than those pertaining to regular lodge meetings must have prior approval of the Company before being posted.

ARTICLE 17 - SAFETY AND HEALTH

17.01 The Company will continue to make provision for the safety and health of its employees during the hours of their employment, and shall meet the applicable requirements of the Occupational Health and Safety Act.

17.02 All the workers' health records have been secured in a locked cabinet and these records shall be maintained in a confidential manner, i.e.: no worker health information shall be accessed or released by the Company without the written consent of the worker. These records include the Audiograms.

17.03 (a) Employees who are injured at work and are sent home or to a hospital or doctor because of such injury and are unable to return to work, will be paid for the balance of the shift at their hourly rate.

(b) The Company will provide transportation to a hospital or the office of a physician if an employee becomes injured or ill at work and requires immediate medical treatment.

17.04 (a) The Company will provide regular or prescription safety glasses and replacements in accordance with the Company's eye protection policy. Prescription lenses may be changed once a year upon presentation of an eye specialist or optician's order. The Company will cover the cost of a fitting fee up to a maximum of \$25.00.

(b) The Company will provide a safety shoe allowance for eligible employees of \$110.00 every (12) twelve months. The classifications eligible are Millwrights, Tool and Die Makers, Electrician, Utility, Material Handlers, Janitor and backup operators for the above stated classifications. Payment will be made upon submission of purchase receipt.

17.05 The Company will conduct quarterly meetings and tours with the Joint Occupational Health and Safety Committee. Also, semi-annual meetings for the purpose of training employees will be conducted.

17.06 Procedure for Leaving the Plant due to Heat: When an employee is working and becomes ill due to heat caused by climatic conditions, he will notify his supervisor if available and report to the First Aid Office. If the supervisor was not available, the employee will indicate this to the First Aid Attendant. The First Aid Attendant will administer whatever care is indicated in order to try and relieve the symptoms. The employee will then report back to his department. If he continues to feel sick, he will advise his supervisor that he is going home and will be leaving the plant.

ARTICLE 18 - HOURS OF WORK

18.01 The normal work week shall consist of forty (40) hours of work made up of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

18.02 For the purpose of determination of shifts and the applying of shift premium, the following is provided:

(a) DAY SHIFT:

When the majority of hours on an employee's assigned shift fall between the hours of 7:00 a.m. and 3:00 p.m. inclusive, he shall be considered as working the day shift.

(b) AFTERNOON SHIFT:

When the majority of hours on an employee's assigned shift fall between the hours of 3:00 p.m. and 11:00 p.m. inclusive, he shall be considered as working on the afternoon shift.

(c) NIGHT SHIFT:

When the majority of hours on an employee's assigned shift fall between the hours of 11:00 p.m. and 7:00 a.m. inclusive, he shall be considered as working on the night shift.

18.03 A ten-minute paid break period will be provided by the Company in each half of a shift and at times designated by the Company.

18.04 Wash-Up and Clean-Up Periods: A five (5) minute paid wash-up period shall be provided immediately prior to the end of the first half of each shift, while a five (5) minute paid clean-up period shall be provided immediately prior to the end of the second half of each shift, unless overtime is scheduled. In case of overtime being worked, the clean-up period will be moved to five (5) minutes immediately prior to termination of such overtime. Regarding the five minute clean up at the end of a shift, any employee who's area is cleaned satisfactorily will be allowed the remaining time for personal wash up time.

18.05 Employees working on a three (3) shift arrangement will be granted a paid twenty minute lunch break, with a 5 minute wash up period, as in 18.04.

18.06 Lateness up to three (3) minutes per occasion shall not be deducted from an employee's pay. When lateness exceeds three (3) minutes, the entire amount of lateness will be deducted from employee's pay. Repeated tardiness, however, may be subject to disciplinary action.

18.07 This article is not to be interpreted as a guarantee of hours or days of work.

ARTICLE 19 - OVERTIME

19.01 Employees may be required to work additional hours per day or per week if such additional hours are compensated for at the rate set forth below:

(a) Time and one half (1-1/2) will be paid for all time worked in excess of eight (8) hours in one work day.

(b) Time and one half (1-1/2) will be paid for all time worked on Saturday, except that an employee whose regular shift starts Friday evening and extends into Saturday shall not be eligible for time and one half (1-1/2) premium pay for time worked on such shift.

(c) Double time will be paid for all time worked on Sunday, except for the first hour of the 11-7 shift (i.e. 11:00 p.m. to 12:00 midnight Sunday).

(d) Double time, in addition to the pay required under Article 24 below, shall be paid for all time worked on designated paid holidays. Whenever any of the paid holidays occur on Sunday, the holiday pay provisions will apply to the following Monday instead of Sunday.

(e) Double time will be paid for all overtime worked on a Saturday adjacent to a paid holiday, except for regular shift extension as per (b) above.

(f) Double time will be paid, from Monday to Friday, for all time worked in excess of twelve (12) hours in one work day.

(g) Double time will be paid for all time worked on Saturday in excess of eight (8) hours for that work day.

(h) Double time will be paid to eligible employees for overtime worked on the Saturday prior to the Plant Shutdown. Eligible employees are those who are taking all the allotted Shutdown time for vacation.

19.02 A minimum of four (4) hours at straight hourly rate, or the applicable overtime rate for the actual length of time worked (whichever is the greater), will be paid to an employee recalled after having left the plant premises at the conclusion of normal working hours.

19.03 The Company shall, at all times, give employees advance notice that work is not available. Any employee not so notified who reports for work at his regular time shall be guaranteed four (4) hours' work or four (4) hours' pay at his regular rate unless such cancellation is due to circumstances beyond the control of the Company such as fire or power failure.

19.04 The Company will distribute overtime as fairly as possible among those employees who normally perform the work requiring overtime and who do not have restrictions, provided that employees having been offered overtime assignments will be considered as having performed such work for the purpose of equal distribution. An employee who is absent for any reason, except Union Business, and whose turn it was to work overtime, will be considered as having worked for the purpose of equal distribution.

19.05 Overtime will be on a voluntary basis. However, should an insufficient number of employees volunteer for overtime, employees may be scheduled up to eight (8) hours overtime per week in the reverse order of seniority within the department concerned. When possible, at least one (1) day's notice of overtime will be given.

19.06 Break Periods During Overtime: The Company will provide a ten (10) minute break between the regular shift and two (2) hours scheduled overtime before or after the shift. A ten (10) minute break will be provided at the beginning of each two (2) hour period of subsequently scheduled overtime.

ARTICLE 20 OFF-SHIFT PREMIUM

20.01 (a) A premium of sixty (60) cents per hour shall be paid for the afternoon shift and (65) cents per hour for the midnight shift.

(b) The above premiums will be paid for all hours worked on the respective shifts, but will not be used for the computation of overtime

ARTICLE 21 - FIRST-AID ATTENDANT - FLOATER

21.01 A First-Aid Attendant shall be paid at a rate equal to his hourly rate plus twenty-five (25) cents per hour. The gross rate shall be his base hourly rate for the purpose of calculating overtime.

21.02 A Floater shall be paid a rate equal to his hourly rate plus twenty-five (25) cents per hour more than the highest classification over which he floats. The gross rate shall be his base hourly rate for the purpose of calculating overtime.

ARTICLE 22 - BEREAVEMENT ALLOWANCE

22.01 (a) Upon notification of a bereavement in the immediate family of an active employee, the employee shall be granted the next three (3) scheduled working days off, following notification, excluding Saturday and Sunday, and be paid his straight time hourly rate. In all cases, the time off and the paid time off must be completed within five (5) calendar days of notification.

For the purpose of clause 22.01(a) immediate family shall mean: current spouse, mother, father, sister, brother, son, daughter, and grandchild.

(b) When a bereavement occurs in the non-immediate family of an active employee, the employee shall be allowed such time as may reasonably be needed for the purpose of attending the funeral, and will be paid his basic straight time hourly rate up to three (3) regularly scheduled work days, excluding Saturday and Sunday, during the period beginning with the day of death and ending with the day of such funeral.

For the purpose of this clause 22.01 (b), the term "non-immediate family" shall mean: current mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

(c) One day off with pay will be granted to an active employee who attends the funeral of his grandparent if the employee would, except for attending the funeral, have worked that day.

(d) If an active employee is unable to attend the funeral of his current mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, he will be granted one day off with pay provided that: (i) the day is taken on or before the day of the funeral; (ii) the employee would otherwise have worked that day.

ARTICLE 23 - JURY DUTY AND WITNESS

23.01 Employees required to serve on jury duty and employees required to serve as witnesses subpoenaed to give evidence in Court (excluding arbitration or Labour board matters), shall be paid the difference between the straight time rate they would have earned and the amount they receive for jury duty or Witness fees, as the case may be. The employee must present proof of such service and the amount of pay received from the Court. If the employee is on the afternoon shift, he will be excused from work the day on which he is required to serve. If on the night shift, he will be excused from work each shift before he is required to serve. An employee who is required to serve on jury duty or required to serve as a witness on a paid holiday(s) or vacation day(s), shall be granted an additional day(s) off. Such additional day(s) off shall be taken within five (5) calendar days of completion of the jury duty or Witness or within five (5) working days of completion of the plant shutdown.

ARTICLE 24 - PAID HOLIDAYS

24.01 Eligible employees shall be paid for each of the following holidays for the hours they would have worked, had such a day not been a holiday, at their straight time hourly plus shift premium rate:

Starting May 5, 1999:

Holiday	Eight Hour Shifts	Ten Hour Shifts
Victoria Day	May 24, 1999	May 24, 1999
Canada Day	July 1, 1999	June 30, 1999
Floater	July 2, 1999	July 1, 1999
Civic Holiday	August 2, 1999	August 2, 1999
Labour Day	September 6, 1999	September 6, 1999
Thanksgiving Day	October 11, 1999	October 11, 1999
Floater	December 23, 1999	December 22, 1999
Christmas	December 24, 1999	December 23, 1999
Boxing Day	December 27, 1999	December 27, 1999
Floater	December 28, 1999	December 28, 1999
Floater	December 29, 1999	December 29, 1999
Floater	December 30, 1999	December 30, 1999
New Year's Day	December 31, 1999	
Heritage Day	February 21, 2000	February 21, 2000
Good Friday	April 21, 2000	April 20, 2000
Easter Monday	April 24, 2000	April 24, 2000

Starting May 5, 2000:

Holiday	Eight Hour Shifts	Ten Hour Shifts
Victoria Day	May 22, 2000	May 22, 2000
Canada Day	June 30, 2000	June 29,2000
Floater	July 3, 2000	July 3, 2000
Civic Holiday	August 7, 2000	August 7, 2000
Labour Day	September 4, 2000	September 4, 2000
Thanksgiving Day	October 9, 2000	October 9, 2000
Floater	December 22, 2000	December 21, 2000
Christmas	December 25, 2000	December 25, 2000
Boxing Day	December 26, 2000	December 26, 2000
Floater	December 27, 2000	December 27, 2000
Floater	December 28, 2000	December 28, 2000
Floater	December 29, 2000	
New Year's Day	January 1, 2001	January 1, 2001
Heritage Day	February 19, 2001	February 19, 2001
Good Friday	April 13, 2001	April 12, 2001
Easter Monday	April 16, 2001	April 16, 2001

Starting May 5, 2001:

Holiday	Eight Hour Shifts	Ten Hour Shifts
Victoria Day	May 21, 2001	May 21, 2001
Floater	June 29, 2001	June 28, 2001
Canada Day	July 2, 2001	July 2, 2001
Civic Holiday	August 6, 2001	August 6, 2001
Labour Day	September 3, 2001	September 3, 2001
Thanksgiving Day	October 8, 2001	October 8, 2001
Floater	December 24, 2001	December 24, 2001
Christmas	December 25, 2001	December 25, 2001
Boxing Day	December 26, 2001	December 26, 2001
Floater	December 27, 2001	December 27, 2001
Floater	December 28, 2001	
Floater	December 31, 2001	December 31, 2001
New Year's Day	January 1, 2002	January 1, 2002
Heritage Day	February 18, 2002	February 18, 2002
Good Friday	March 29, 2002	March 29, 2002
Easter Monday	April 1, 2002	April 1, 2002

24.02 (a) In order to be eligible for holiday pay, an employee must have completed thirty (30) calendar days of his probationary period.

(b) Should an employee work only a portion of the eight (8) hours immediately preceding the holiday or the eight (8) hours immediately following the holiday, such time lost shall be deducted from the holiday pay unless:

- (i) he has been granted a leave of absence by the Personnel Department for satisfactory reasons and such leave of absence does not exceed ten (10) working days prior to the holiday,
- (ii) he has been absent due to layoff for lack of work and such layoff does not exceed ten (10) days prior to the holiday,
- (iii) he is in receipt of Sickness and Accident Insurance or Workplace Safety and Insurance Board (WSIB) for a continuous period of not more than thirty two (32) weeks. In this case, the Company will make up the difference in pay. Also, where the holiday is included in the three day waiting period, the employee will be paid their regular statutory holiday pay.
- (iv) An employee who has been absent on Sickness and Accident Insurance for more than thirty-two (32) weeks and returns to work on the first work day following a paid holiday, shall be paid for that paid holiday. The employee shall be paid a maximum of one (1) paid holiday under this clause. Lateness up to but not exceeding one-half (1/2) hour at the commencement of the qualifying eight (8) hour period will not be considered lost time for the purpose of this article. In the calculation of holiday pay for employees working afternoons or midnight's, shift premiums will be included.

24.03 If a paid holiday occurs during an eligible employee's approved vacation period, such holiday will be added to his vacation period.

24.04 If a paid holiday occurs within 10 days prior to an employee's return to work from Maternity Leave of Absence, the employee will be eligible for holiday pay, up to a maximum of one day, to be paid after her return to work.

ARTICLE 25 - VACATIONS

25.01 Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff, is entitled to receive the following vacation with pay:

Years of Service	Vacation Entitlement	Vacation Pay
Less than one (1) year	One day per month of service To a maximum of ten (10) days	4% of total earnings
Greater than one (1), less than five (5)	Two (2) weeks	4%
Five (5) years or greater	Three (3) weeks	6%
Ten (10) years or greater	Four (4) weeks	8%
Twenty (20) years or greater	Five (5) weeks	10%

Vacation pay is calculated as a percent of total earnings received during the twelve (12) months ending on the 30th day of June of that year.

25.02 For the purpose only of computing vacation pay of an employee who was in receipt of compensation under the Workplace Safety and Insurance Board or Sickness and Accident Insurance during any part of the year for which the vacation is granted, the Company will add to the amount of wages which he actually earned a sum equal to the average hourly rate of his wages for the part of the year during which he did work, multiplied by the number of hours he was in receipt of Workplace Safety and Insurance Board or Sickness and Accident insurance, as the case may be, during the year.

25.03 (a) All vacation shall be taken at periods to be established and/or approved by the Company. The Company will notify the employees not later than January 15th of each year of the vacation schedule for that year.

(b) Employees eligible for vacation entitlement greater than the plant shutdown may request that the remaining week(s) of vacation be delayed until a later date, but in no event later than June 30 of the following year. Such requests will be granted if production requirements permit subject to the following limitations:

(i) in departments of up to and including ten (10) employees, one (1) employee may be absent in any one (1) day.

(ii) in departments of more than ten (10) but less than twenty (20) employees, two (2) employees may be absent in any one (1) day.

(iii) in departments of twenty-one (21) to forty (40) employees, three (3) employees may be absent in any one (1) day.

(iv) in departments of more than forty (40), four (4) employees may be absent in one day.

(v) Vacation earned as of June 30th in any year may only be taken after June 30th of that year and not before, except for Tool & Die Makers, Electricians, Millwrights, and Maintenance employees required to work during shutdown who may take vacation during or after the first week which includes June 1st.

(vi) It is not the Company's policy to allow an employee vacation for a sick day. Vacation days have to be asked for in advance, as each Department requires a certain number of employees to arrange for production requirements. If an employee has asked for vacation time, and the company has granted such time off prior to a layoff (e.g.: inventory taking) we cannot change this day to a layoff day.

Where management has determined that vacation time is available, requests for vacation beyond the plant shutdown submitted within thirty (30) days of the posting of the plant shutdown notice, will be granted based upon seniority and the above limitations. Requests for vacation beyond plant shutdown, will be granted based on chronological order of submission and the above limitations.

25.04 In the event an employee is on Sickness and Accident Insurance or Workplace Safety & Insurance Board claim prior to the time of his scheduled vacation period, or sustains an accident or illness during his vacation period, which in the opinion of a Medical Doctor would have rendered the employee unable to work, such employee may, upon application defer that portion of his vacation for which he was medically unfit for work, to a later date mutually satisfactory to the Company and the employee.

25.05 It is recognized that employees may be required to work during the vacation shutdown. If there is insufficient volunteers to meet the customer requirements, employees will be selected to work in reverse seniority from the classification required. It is also recognized that the Company will make every effort to all senior employees, in their classification, the vacation shutdown. Before requiring people, other than skilled trades, to work during vacation shutdown, the company will seek the necessary skills from laid off employees and summer students.

ARTICLE 26 - GROUP INSURANCE'S

26.01 In order to be eligible for the group insurance plan as set forth below, an employee must have acquired seniority.

26.02 The Company will provide in accordance with the rules and regulations of the carrier and pay one hundred per cent (100%) of the premiums of the following:

(a) Life Insurance: As of February 1/99: \$30,000
As of May 1/00: \$32,000
As of May 1/01: \$34,000

(b) Accidental Death & Dismemberment Insurance:
As of February 1/99: \$30,000
As of May 1/00: \$32,000
As of May 1/01: \$34,000

(c) Weekly Indemnity Insurance Benefits: Sickness and accident insurance up to 66-2/3% of the basic weekly earnings, for a maximum period of 32 weeks on the fourth (4) day of sickness, on the first (1) day for hospitalization or accident. If an employee is waiting for a W.S.I.B. claim to be processed, the Company will advance money equal to the Weekly Indemnity, on the merits of each case. All monies must be repaid to the company upon receipt of W.S.I.B. cheque.

(d) In the event that the Employers Health Tax is discontinued and not replaced by another equivalent government sponsored plan, the Company agrees to continue to contribute a premium amount at the time of discontinuance to an appropriate Health and Welfare Plan

(e) Extended Health Care or equivalent on a no-deductible basis, with "out-of-province" coverage. Chiropractor coverage, once Employer Health Tax coverage is exhausted. Maximum ten (\$10.00) dollars per treatment, maximum twenty (20) treatments per year.

(f) Private hospitalization coverage.

(g) Dental plan equivalent to Blue Cross Plan No. 9, 100% insured to the current O.D.A. schedule of fees, with 50% co-insured coverage for Dentures up to an annual maximum of \$500; with 50% co-insurance coverage for Orthodontics up to a lifetime maximum of \$1200.00.

(h) For each hour that an employee is paid, the Company will deposit into a Registered Retirement Savings Plan \$0.55/hr. in first year, and \$0.60/hr. in 2nd, locked in except for transfer to another RRSP, medical emergencies, child education, purchase of first home, retires or leaves the Company with a letter from the Plant Controller to authorize this withdrawal. In addition to the hours shown on their weekly punch clock cards or time sheets, they will receive credit for hours as follows:

Holidays	- 8 hours per day
Union Business	- as hours paid
Bereavement	- as hours paid
Jury Duty	- as hours paid
Overtime	- as hours paid

(i) Vision Care plan which pays for prescription glasses or lenses up to a maximum of \$150 per family member every two years.

(j) Long Term Disability Insurance after 48 weeks of disability, benefit to be 50% of employee's basic hourly rate times forty hours per week to a monthly maximum of \$2000.00. The amount of monthly benefit payable to the employee shall be reduced by the monthly equivalent of any wages or compensation received from Canada Pension Plan and/or Workers' Compensation and/or the Company (excluding A. D. & D. payments).

(k) The Company has established a pension plan effective as of May 1, 1990. The Company shall pay into the pension plan each hour that an employee is paid as follows:

\$0.273/hr. from February 1, 1999 to April 30, 2000

\$0.296/hr. from May 1, 2000 to April 30, 2001

\$0.319/hr. from May 1, 2001 to April 30, 2002.

Based on negotiated contribution levels, the pension plan will provide a pension on retirement at age 65 equal to the sum of:

- (i) \$3.00 per month for each year of credited service before May 1, 1990, plus
- (ii) \$3.00 per month for each year of credited service from May 1, 1990 to April 30, 1993, plus
- (iii) \$5.00 per month for each year of credited service from May 1, 1993 to April 30, 1994, plus
- (iv) \$7.00 per month for each year of credited service from May 1, 1994 to April 30, 1995, plus
- (v) \$9.00 per month for each year of credited service from May 1, 1995 to January 31, 1999, plus
- (vi) \$10.00 per month for each year of credited service from February 1, 1999 to April 30, 2000, plus
- (vii) \$11.00 per month for each year of credited service from May 1, 2000 to April 30, 2001, plus
- (viii) \$12.00 per month for each year of credited service on and after May 1, 2001.

One year of credited service is earned if an employee works or is credited with service on approved leave for 1,800 hours in the period from May 1 to April 30th of each year. Proportionate credit is earned for less than 1800 hours worked.

An employee can retire as early as age 55 if he has completed 2 years of plan membership, however, his pension will be reduced by 0.5% for each month the early retirement precedes age 65.

Full details of the conditions, requirements and entitlements of the pension plan are provided in the plan text.

(l) Early Retirement - Employees who retire after age 55 shall be covered for Extended Health Care or equivalent on a no-deductible basis until age 65 and shall be covered for \$5,000. Life Insurance for life.

(m) If the Company changes insurance carriers, the total package of benefits for employees will be equal to, or better than, the current package.

26.03 (a) All insurances (except Weekly Indemnity) will be continued in force at the expense of the Company in the event of a layoff for one calendar month following the calendar month in which the layoff occurs.

(b) Upon recall to work, an employee who is unable to return due to illness or accident will remain on E.I. sickness and accident coverage until it is exhausted and then will be eligible for Weekly Indemnity Insurance. If the employee is not on E.I. sickness and accident benefits at the time of recall, then the employee will be eligible for Weekly Indemnity benefits starting at their date of recall.

(c) Upon recall to work, employees will be reinstated for all insurances as of the day they are recalled.

26.04 If any benefit plan qualifies for premium reduction under the Wage Loss Replacement provisions of the Employment Insurance Act or any subsequent act, the full amount of the reduction will revert to the Company.

ARTICLE 27 - JOB CLASSIFICATIONS AND WAGES

27.01	Effective April 30/00	Effective May 6/01	Effective January 18/99
<u>Group 1</u>			
Janitor	\$16.01	\$16.36	\$16.72
	General Production **	\$16.44	\$16.80
\$17.17			
Hand Brazer	\$16.60	\$16.97	\$17.34
Hand Arc Welder	\$16.87	\$17.24	\$17.62
Utility Person	\$17.11	\$17.49	\$17.87
<u>Group 2</u>			
Material Handler (Note 1)	\$17.34	\$17.72	\$18.11
Roving Inspector (Note 2)	\$17.34	\$17.72	\$18.11
<u>Group 3 (Note 3)</u>			
Quality Technician	\$19.12	\$19.54	\$19.97
Millwright	\$20.59	\$21.04	\$21.50
Electrician	\$22.03	\$22.51	\$23.01
Tool & Die Maker	\$22.19	\$22.68	\$23.18

* Plus fold in C.O.L.A. as per Article 28.

Progression rates for newly hired General Production:

First 160 Hours	\$0.75 below rate
2nd 160 Hours	\$0.65 below rate
3rd 160 Hours	\$0.45 below rate
4th 160 Hours	\$0.30 below rate

** Refer to Article 21 for First-Aid Attendant, and Floater rates.

The probationary progression rates may be partially or totally waived by the Company in the case of rehired or skilled employees.

Note 1: Successful applicant will be given the necessary training for Forklift Safety Certification and the AS400. After a 10 day famaliarization period, the applicant will be required to complete an AS400 test.

Note 2: Requires successful, written test at time of application.

Note 3: Requires appropriate certification.

ARTICLE 28 - COST OF LIVING ALLOWANCE

28.01 The base figure shall be the Consumer Price Index figure published in the month of May 1996 (179.1) for the first year; in May 1997 for the second year; and in May 1998 for the third year of the Agreement.

28.02 For the period May 5, 1996 to May 4, 1997, an increase in the C.P.I. figure above 189.8 will result in a C.O.L.A. in the amount of \$0.01 per hour for each 0.13 increase in the index figure (1981=100). (NOTE: If you multiply the April 1996 C.P.I. Figure 179.1 by 106% the result is 189.8).

28.03 For the period May 5, 1997 to May 4, 1998, an increase in the C.P.I. figure above 6% of the base figure published in May 1997 will result in a C.O.L.A. in the amount of \$0.01 per hour for each 0.13 increase in the index figure.

28.04. For the period May 5, 1998 to May 4, 1999, an increase in the C.P.I. figure above 6% of the base figure published in May 1998 will result in a C.O.L.A. in the amount of \$0.01 per hour for each 0.13 increase in the index figure.

28.05 Adjustments in the C.O.L.A. entitlement shall be made on a monthly basis and be made effective from the pay period in which the fifteenth (15th) day of the month falls.

28.06 The C.O.L.A. shall be payable for each hour worked and for each hour to which an employee is entitled to holiday pay pursuant to Article 23 hereof, but shall not be incorporated into or otherwise affect the hourly wage rates set out in Article 26 hereof nor included for the computation of overtime pay until folded into the wage rates on May 15th of each year of the Agreement.

28.07 In the event Statistics Canada changes the basis upon which the C.P.I. is presently calculated, the C.O.L.A. shall be calculated on the basis of the index as it would have been if the change had not taken place.

ARTICLE 29 - PLANT CLOSURE

29.01 It is understood and agreed by the parties that in the event of permanent discontinuance of part or all of its business, employees who are covered under the terms of this agreement and who subsequently have their employment terminated as a result of this, shall receive severance pay equal to his/her regular non-overtime work week multiplied by the number of full or partial years of employment with the Company to a maximum of twenty-six (26) weeks.

It is further agreed that for the purpose of this Article, partial years shall be compensated on a pro-rata basis.

ARTICLE 30 - TERMINATION

30.01 This agreement shall become effective May 5, 1999 and shall continue in effect until May 4, 2002 and shall thereafter continue from year to year unless either party gives notice in writing of its intention to terminate the agreement or to enter into negotiations for the purpose of amending the agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

30.02 If notice of intention to amend is given in writing pursuant to Clause 30.01, negotiations shall commence within such time as is reasonably convenient to both parties following such notification.

30.03 In sections of this contract, wherever the masculine is used, it shall be construed as including the feminine.

Executed by the duly authorized representatives of the parties this DATE PRINTED day of

FOR THE COMPANY:

Wendy Clayson
Joe Mendonca
Rich Whiting
John Wyskiel

FOR THE UNION:

Alice Deighan
Derek Ferguson
Dorothy Walsh
Joe Atkinson

LETTER OF UNDERSTANDING

This letter is written to confirm the Company's and the Union's understanding that with regard to the taking of the Company's annual inventory, the following procedure will apply:

(a) The inventory will be on a voluntary basis provided that a sufficient number of employees volunteer.

(b) In the event an insufficient number of employees volunteer, then employees will be selected by seniority in the department.

LETTER OF UNDERSTANDING

This letter is written to confirm the Company's and Union's understanding with regard to N. Gimmer #304 and the Janitor Classification.

Although the Janitor Classification is now Job Group 1 in this contract, the above employee will remain at the rate in effect on May 5th, 1999 (i.e. \$16.44 per hour). She shall receive increases of \$0.36 on May 1, 2000, \$0.37 on May 7, 2001. She will continue to hold the special Janitor rate until such time as she quits, refuses the work or posts to another job.

FOR THE COMPANY:

Wendy Clayson
Joe Mendonca
Rich Whiting
John Wyskiel

FOR THE UNION:

Alice Deighan
Derek Ferguson
Dorothy Walsh
Joe Atkinson

LETTER OF UNDERSTANDING

between
Dana Corporation - Long Manufacturing Division
and
I.A.M.A.W. Local Lodge No. 2330
Re: Tool & Die Apprenticeship Program
and
Millwright Apprenticeship Program

PURPOSE:

The purpose of these standards and conditions is to make certain that proper care is exercised in the selection of apprentices and that methods of training are uniform and sound, with the result that they will be technically competent for employment and to further the assurance of proficient journeymen at the conclusion of the training period.

EMPLOYEES:

Applicants for the apprenticeship will be accepted by the Personnel Department, through the posting procedure from employees who consider themselves having eligibility requirements.

NON-EMPLOYEES:

When there are no eligible applicants from employees as set out in the above, or the apprentice openings exceed the number of eligible employees, the company may fill the posting from other sources. The selection of the apprentice will be at the sole discretion of the company based on suitability and qualifications for training.

APPRENTICESHIP ELIGIBILITY REQUIREMENTS:

In order to be eligible for apprenticeship, the applicant must meet the following minimum qualifications:

- (a) Applicants must be 18 years of age or older.
- (b) Completed the regular course of instruction through grade 12 at an accredited high school or vocational school and must have graduated with a diploma from such school.
- (c) Successfully completes and passes the standard apprenticeship test as administered by the Personnel Department.
- (d) Senior qualified applicant from (a), (b), and (c). Applicants who fail to meet the preliminary standards will be advised by the Personnel Department. Admission to the program will be on a competitive basis depending on the qualifications and seniority of the applicants.

CREDIT FOR PREVIOUS EXPERIENCE:

Credit for previous related experience in the apprenticeship training program or a skilled trades classification, may be given up to the total time required on any phase of the shop training schedule. Credit for such previous experience shall be given the apprentice at the time he has satisfactorily

demonstrated that he possesses such previous experience and is able to do the job. Related training credit shall be given the apprentice at the time that he demonstrates that he possesses the educational knowledge for which he is requesting credit under the training schedule. At the time such credits are granted the apprentice's wage rate shall be adjusted accordingly based on the schedule shown herein.

PROBATIONARY PERIOD:

The first 500 hours of employment for every apprentice shall be a probationary period. During the probationary period, the apprentice, if he is a seniority transferee, may elect to return or may be returned by the company to his former classification. The employee so affected by this movement may exercise his bumping rights.

A non-employee who does not meet the apprenticeship criteria may be terminated by the company with no bumping rights at any time prior to the completion of 500 hours of work in the trades. After the completion of the first 500 hours of employment for every apprentice, the apprentice must terminate his services and he shall lose his seniority if he elects to leave the apprenticeship program. He will no longer be considered an employee of the Company.

HOURS OF WORK:

An apprentice shall work the same hours during the contractual work week and be subject to the same conditions as the skilled workers of his trade employed by the Company. Apprentices may work overtime hours for continuity of training. In case an apprentice is required to work overtime, he shall receive credit on the term of apprenticeship for only the actual hours worked. In the event the apprentice is scheduled for classroom instruction that conflicts with scheduled overtime, attendance at class room instruction shall take precedence.

DISCIPLINE:

The company shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time, for just cause pertaining to his apprenticeship, including failure to pass any two school courses.

This shall not limit the right of the company to discipline an apprentice, for cause for matters not related to training as an apprentice.

WAGES:

An apprentice in the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1000 hours not less than 60% of the journeyman's wage rate
- 2nd 1000 hours not less than 65% of the journeyman's wage rate
- 3rd 1000 hours not less than 70% of the journeyman's wage rate
- 4th 1000 hours not less than 75% of the journeyman's wage rate
- 5th 1000 hours not less than 80% of the journeyman's wage rate
- 6th 1000 hours not less than 85% of the journeyman's wage rate
- 7th 1000 hours not less than 90% of the journeyman's wage rate
- 8th 1000 hours not less than 95% of the journeyman's wage rate

The apprentice shall be paid his regular hourly rate for actual school attendance during his regular scheduled shift. If the apprentice is sent to a community college, trade school or other outside course, for any period of time, he shall be considered to be on layoff and collect unemployment insurance. The Company agrees to make up the difference between his regular pay and unemployment insurance. In practice, the Company will continue to pay the employee at his regular rate of pay and the employee will guarantee to apply for full E.I. entitlement and return all E.I. received to the Company.

Both parties understand and agree the above practice is illegal but ignored by the Employment Insurance. Should E.I. apply the law, then the above practice will cease and the employee will go on layoff and the Company will only make up the difference between unemployment insurance and his regular wage.

The Company agrees to pay, on behalf of apprentices covered by this agreement, for books, registration fees and/or tuition required in connection with related training under the apprentice program upon successful completion and receipt of such expenses.

Those apprentices who are given credit for previous experience at time of hire shall be paid upon signing the apprenticeship agreement the wage rate for the period to which such credit advances them. Bargaining unit employees whose starting rate or credit level under the Apprenticeship Program would place them at less than their present rate, will remain at their present rate or the apprentice's trade rate, whichever is lower, until normal advancement within the Apprenticeship Program places them at a higher rate. They shall receive no increases, including general increases, during this time.

When an apprentice has completed 8000 hours of training, he is to receive not less than the rate paid to skilled journeymen in the trade in which he has served his apprenticeship after approval of his completion of training by the Company and successfully writing the examination for the certificate of qualification.

RELATED INSTRUCTION AND SCHOOL ATTENDANCE:

Each apprentice shall enroll and attend classes for not less than a minimum as determined by the community college and for a total minimum number of related instruction hours as required by the industrial training branch of the Ministry of Colleges and Universities or as may be supplied by the Community College.

Enforcement of School Attendance. In case of failure on the part of any apprentice to fulfill his obligation as to school attendance, the Company may suspend or revoke his apprenticeship agreement. The apprentice hereby agrees to abide by any such determination.

The Registration Agencies and the Local Union shall be notified of any such cancellation as this will terminate the eligibility of the apprentice as a student.

CO-ORDINATION OF APPRENTICES:

Apprentices shall be under the direction of the Supervisor of the department to which they are assigned. The Supervisor charged with this responsibility, shall prepare adequate record forms to be filled in by the Apprentice and signed by the supervisor. The Supervisor shall make a report at least quarterly to the Company on the work and progress of the apprentices under his supervision. These reports shall be available to both parties for review.

Upon satisfactory completion of the Apprenticeship Program, the apprentice shall receive seniority as of date of entry into Apprentice Program or date of original hire if a transferred employee.

Apprentices will be combined into one seniority group of their respective apprentice able trade for the purpose of layoff and recall.

Apprentices will exercise seniority within their own group in accordance with length of time spent in the apprenticeship program. For example, should there be four apprentices in the Tool and Die or Millwright Department and should a reduction in this number be required because of lack of work, those persons having the greatest length of service in the Apprenticeship Program shall be the last laid off, and the last laid off shall be the first reinstated.

An employee having seniority in the plant who enters the apprentice training program, shall during the period of this apprenticeship probationary period only, both retain and accumulate seniority in his former group. If the apprentice is laid off or dismissed from the apprentice training program during the apprenticeship probationary period, he shall be returned to his former seniority group in the plant according to his seniority upon entering the program, plus the accumulated seniority while in the program. If the apprentice is laid off after completion of his apprenticeship probationary period he shall return to his former seniority group in the plant according to his seniority upon entering the program, plus the accumulated seniority while in the program.

Any apprentice who quits or is dismissed from the program after completion of his apprenticeship probationary period shall be deemed terminated and shall lose all his seniority and no longer be considered an employee of the Company.

APPRENTICESHIP AGREEMENT

Upon entry into the training program the apprentice shall execute jointly with the Company an apprentice training agreement, signifying on the part of the apprentice his acquaintance with and acceptance of the standards of the apprenticeship program and of his part in it; and on the part of the Company its willingness to teach the apprentice the fundamentals of the trade of his choice, over a specified period of time, at a given schedule of rates. The agreement shall be signed by at least one (1) Union Representative and (1) Company Representative and will incorporate these standards of apprenticeship by reference therein.

The following shall receive copies of the Apprenticeship Agreement:

- (1) The Apprentice
- (2) The Company
- (3) Registration Agencies
- (4) The Local Union

CERTIFICATE OF COMPLETION OF APPRENTICESHIP:

Upon completion of apprenticeship and successful passing of the Certificate of Qualification Examination, the Company will request the Industrial Training Branch, Ministry of Colleges and Universities to issue a certificate signifying completion of the apprenticeship to the Apprentice. Upon receiving the certificate, the Company and Union will sign the certificate, before issuing it to the graduate.

MODIFICATION OF STANDARDS:

The Apprenticeship Schedule of Training may be amended or new schedules added at any time as required by The Industrial Training Branch of the Ministry of Colleges and Universities of Ontario.

FOR THE COMPANY:

Wendy Clayson
Joe Mendonca
Rich Whiting
John Wyskiel

FOR THE UNION:

Alice Deighan
Derek Ferguson
Dorothy Walsh
Joe Atkinson

LETTER OF UNDERSTANDING

Re: Change in Hours of Work and Work Week for the Afternoon Shift

The Company and the Union, I.A.M.A.W. Local Lodge No. 2330, as a result of contract negotiations, agree to the following changes and interpretation of our Collective Agreement to accommodate a change in hours of work and the work week for the Afternoon Shift from a five (5) day eight (8) hour per day work week to a four (4) day, ten (10) hour per day work week.

If any department should be scheduled on a three (3) shift arrangement, the four (4) day, ten (10) hour shift will end for those departments affected, for as long as the three (3) shift arrangement remains. The afternoon shift will revert back to a four (4) day, ten (10) hour shift when the three (3) shift arrangement ends.

Our Collective Agreement will read as follows for application for the four (4) day, ten (10) hour per day work week:

Article 12 - Layoff and Recall

12.04 reads: "The Company will endeavour to give employees who are to be laid off at least five (5) working days' notice of such layoff".

Add the following: "The Company will endeavour to give employees, on the four (4) day week, Monday through Thursday, who are to be laid off, at least four (4) working days notice of such layoff."

Article 18 Hours of Work

18.01 reads: "The normal work week shall consist of forty (40) hours of work made up of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

Add the following: "The normal work week shall consist of forty (40) hours of work made up of four (4) consecutive ten (10) hour days, Monday to Thursday inclusive, for the Afternoon Shift on a two shift operation."

18.02(b) reads: "When the majority of hours on an employee's assigned shift fall between the hours of 3:00 p.m. and 11:00 p.m. inclusive, he shall be considered as working the Afternoon Shift."

Change to read: "When the majority of hours on an employee's assigned shift fall between the hours of 3:00 p.m. and 1:00 a.m. inclusive, he shall be considered as worked on the Afternoon Shift".

18.03, 18.04, 18.05, 18.06 and 18.07 - Break Period, Wash-up and Clean-up Periods - No Change.
(The time for breaks, lunch, wash-up and clean-up periods are as specified in the Collective Agreement and would remain as scheduled for the eight (8) hour shift, for a ten (10) hour shift.)

Article 19 - Overtime

19.01(a) reads: "Time and one half (1-1/2) will be paid for all time worked in excess of eight (8) hours in one work day."

Add the following: "Employees working the four (4) day week, Monday through Thursday shall be paid the rate of time and one half (1-1/2) for all time worked in excess of ten (10) hours in one work day."

19.01(b) reads: "Time and one half (1-1/2) will be paid for all time worked on Saturday except that an employee whose regular shift starts Friday evening and extends into Saturday shall not be eligible for time and one half (1-1/2) premium pay for time worked on such shift."

Add the following: "Employees working the four (4) day week Monday through Thursday shall be paid the rate of time and one half (1-1/2) for all time worked on Friday and Saturday, except that an employee whose regular shift starts Thursday evening and extends into Friday shall not be eligible for time and one half (1-1/2) premium pay for time worked on such shift."

19.01(e) reads: "Double time will be paid for all overtime worked on a Saturday adjacent to a paid holiday, except for regular shift extension as per (b) above."

Add the following: "Employees working the four (4) day week, Monday through Thursday, shall be paid double time for all overtime worked on a Friday adjacent to a Monday paid holiday."

19.01(f) reads: "Double time will be paid, from Monday to Friday, for all time worked in excess of twelve (12) hours in one work day."

Add the following: "Employees working the four (4) day week, Monday through Thursday, shall be paid double time for all time worked in excess of twelve (12) hours in one day."

19.01(g) reads: "Double time will be paid for all time worked on Saturday in excess of eight hours for that work day."

Add the following: "Employees working the four (4) day week Monday through Thursday shall be paid double time for all time worked on Friday and for Saturday in excess of eight (8) hours for that work day."

19.01(h) reads: "Double time will be paid for all overtime worked in a Saturday prior to Plant Shutdown, or Friday for the 4-10 hour shift." Eligible employees are those who are taking all the allotted Shutdown time for vacation.

Article 24 - Paid Holidays

24.01 reads: "Eligible employees shall be paid for each of the following holidays for the hours they would have worked, had such a day not been a holiday at their straight time hourly rate."

Add the following: "Employees working the four (4) day work week Monday through Thursday shall be paid for ten (10) hours at their straight time hourly rate for a paid holiday that is celebrated on a regular working day - Monday through Thursday."

Add the following: "Should the paid holiday be celebrated on a Friday, employees working the four (4) day work week, Monday through Thursday, shall be scheduled to work three (3) consecutive ten (10) hour days, on the Monday through Wednesday preceding the paid holiday. (Holiday pay will be ten (10) hours as above)." Except as covered below for the Christmas Shutdown Period."

Add the following: "Employees working the four (4) day work week shall not receive more than forty (40) hours pay at straight time plus shift premium for any week involving the Christmas and New Year's pay period(s). Any overtime hours would be applied at the appropriate rate."

24.02(b) reads: "Should an employee work only a portion of the eight (8) hours immediately preceding the holiday or the eight (8) hours immediately following the holiday, such time lost shall be deducted from the holiday pay unless: (i) he has been granted a leave of absence by the Personnel Department for satisfactory reasons and such leave of absence does not exceed ten (10) working days prior to the holiday, (ii) he has been absent due to layoff for lack of work and such layoff does not exceed ten (10) days prior to the holiday, (iii) he is in receipt of Sickness and Accident Insurance or Workplace Safety and Insurance Board for a continuous period of not more than thirty-two (32) weeks. In this case, the Company will make up the difference in pay. Lateness up to but not exceeding one-half (1/2) hour at the commencement of the qualifying eight (8) hour period will not be considered lost time for the purpose of this article. In the calculation of holiday pay for employees working afternoons or midnights, shift premiums will be included."

Add the following: "Should an employee work only a portion of the ten (10) hours immediately preceding the holiday or the ten (10) hours immediately following the holiday, such time lost shall be deducted from the holiday pay unless: (i) he has been granted a leave of absence by the Personnel Department for satisfactory reasons and such leave of absence does not exceed ten (10) working days prior to the holiday, (ii) he has been absent due to layoff for lack of work and such layoff does not exceed ten (10) days prior to the holiday, (iii) he is in receipt of Sickness and Accident Insurance or Workplace Health and Safety Board for a continuous period of not more than thirty-two (32) weeks. In this case, the Company will make up the difference in pay. Lateness up to but not exceeding one-half

(1/2) hour at the commencement of the qualifying ten (10) hour period will not be considered lost time for the purpose of this article. In the calculation of holiday pay for employees working afternoons or midnights, shift premiums will be included."

Article 25 - Vacations

25.01 reads: For employees on the four (4), ten (10) hour shifts, one day shall mean eight (8) hours of vacation entitlement for months of service up to a maximum of eighty (80) hours at 4% etc...

25.02, 25.03, 25.04, 25.05 - In order to accommodate employees transferring between shifts, each week of vacation entitlement shall be equal to forty (40) hours of vacation.

Example: An employee with three (3) weeks of vacation, who only takes two (2) during shutdown, will have one (1) week or forty (40) hours of vacation remaining. Should this employee take two (2) days off while working afternoons (i.e. 20 hours) and then transfer to days he/she would only have twenty (20) hours of vacation remaining or the equivalent of two (2) full days plus four (4) hours. The words "working days, work days or calendar days" appear in the following clauses of our Collective Agreement and for a four (4) day, ten (10) hour day work week, should be read and interpreted as an employee's "scheduled work day" or "calendar day".

3.02	12.04	23.01
6.04(a)	12.06 (a)	24.02 (a)
7.03	12.07	27.01
7.04	14.01 (a)	
8.02	14.03 (a)	
9.01	22.01 (a)	
11.02 (c)	22.01 (b)	
11.02 (e)	22.01 (c)	

FOR THE COMPANY:

Wendy Clayson
Joe Mendonca
Rich Whiting
John Wyskiel

FOR THE UNION:

Alice Deighan
Derek Ferguson
Dorothy Walsh
Joe Atkinson

LETTER OF UNDERSTANDING
PAYMENT OF EMPLOYEES ON UNION BUSINESS CONDUCTED AWAY FROM
COMPANY PREMISES

The Company shall pay hourly employees for agreed to and authorized time spent on Union Business. The I.A.M.A.W. Local Lodge 2330 shall reimburse the Company for the above pay including vacation pay on such.

Procedure:

1. The Union will submit two completed copies of the "Request for Absence from Work" form.

2. If the Company agrees to the absence(s), one copy of the form signed by the Human Resources Administrator or her designate will be returned to the Union President authorizing the absence.
3. The employee(s) on Union Business will punch out before starting such business and punch in upon completion of their business.
4. The Company will invoice Union on a quarterly basis. The Union will receive a detailed statement of employee on Union Business and for how long, and rate of pay for each employee.

FOR THE COMPANY:

Wendy Clayson
Joe Mendonca
Rich Whiting
John Wyskiel

FOR THE UNION:

Alice Deighan
Derek Ferguson
Dorothy Walsh
Joe Atkinson

LETTER OF UNDERSTANDING
MODIFIED WORK

The Employer agrees to the establishment of a joint REINSTATEMENT COMMITTEE comprised of not more than three (3) representatives of the Union and three (3) representatives of the Employer to administer a modified work program.

The Employer/Union agrees to make reasonable effort to provide suitable and meaningful, modified work to any employee who is unable to perform normal duties as a consequence of illness or injury.

The Union/Company agrees to counsel it's members of the benefits of returning to work through a modified work program.

FOR THE COMPANY:

Wendy Clayson
Joe Mendonca
Rich Whiting
John Wyskiel

FOR THE UNION:

Alice Deighan
Derek Ferguson
Dorothy Walsh
Joe Atkinson

LETTER OF UNDERSTANDING

OVERTIME GUIDELINES

1. A Master list of all overtime hours worked will be kept by the supervisors, and made available to any employee who wishes to see it, a new list will be started in January of each year. The Company will distribute overtime, as fairly as possible among those employees who normally perform the work requiring overtime, provided that employees having been offered overtime assignments will be considered as having performed such work for the purpose of equal distribution. The employees are identified as follows:

Janitors		LPD Operator	Material Handlers
Presses		CRI Operator	Roving Inspectors
Ovens		Hand Brazer	Q.C. Technician
Lines	Hand Arc Welder	Electrician	
Floater		Utility	Tool & Die Makers
Millwrights			

If rotation takes place, jobs lower than Hand Brazer, may be combined excluding Janitors and Floaters.

2.(A) Overtime hours will be recorded on the master list and updated weekly. The hours will be recorded accumulatively, with the following coding and number of hours beside the letter:

U - Union Business X - Not Available as in F (i)

(B) An employee not reporting for scheduled Overtime will have the hours they could have worked counted on their Overtime record, as "X" for the purpose of Overtime equalization. Late time will be added to the hours worked. I.E. if scheduled to work eight hours, and one hour late, employees will be charged eight hours.

(C) If employees are contacted by telephone to work Overtime, they will not be charged with a refusal unless spoken to, personally.

(D) Undecided Overtime will be recorded as "X" - Not Available.

(E) Refused Overtime: Employees who refuse overtime will have such hours counted as hours worked for the purpose of equalization of overtime hours. Union Business will not be counted as "X" - Not Available.

(F)(i) Employees not available when overtime was offered, due to Leave of Absence, Weekly Indemnity, Long Term Disability, Jury Duty, Workers Compensation, Bereavement, Pregnancy, or Vacation, will be charged applicable number of hours offered or scheduled in their absence.

2.(F)(ii) An exception to 2(F)(i) is, if an employee has a single vacation day on a Thursday (Four-10's), Friday, or Monday, they have the opportunity, if eligible, to work offered or scheduled overtime on Friday, Saturday or Sunday. It is the responsibility of the employee

to inform, or telephone the acting Supervisor, stating their desire to work the overtime once it has been confirmed. The employee must speak to the acting Supervisor personally.

(G) If overtime is assigned when the Union Committee(s) is off-site, the eligible committee members will be called, provided the telephone number and location has been stated on the "Union Request for Absence" form. If the meeting has been adjourned, the Company will attempt to call them at home before the end of their shift.

(H) New employees, shift and group transfer of employees, and recalled employees will be charged the same number of hours as the employee in their group with the highest number of recorded hours. They will start at the end of the rotation from there.

3. Rework Overtime will be offered first to G. P. Operators, with the least amount of Overtime hours.

4. The Company will equalize Overtime as fairly as possible in the following sequence:

(A) On the shift in which the overtime occurs, for each group in General Production, overtime will be distributed to employees with the least number of overtime hours. Employees outside of the group may be used if an inadequate number of employees are available. Floaters, Janitor and Job Class 2 Groups etc. may be used, only after all Job Class 1 Groups have been asked.

(B) When there is sufficient overtime for all shifts in the same day, it will be shared among all shifts.

(C) If only one shift is working on a weekend, the Company will assign Weekend Overtime, to the shift with the lowest average overtime hours per person in the group(s) required. Additional requirements will be met from employees on other shifts. The Company will determine the hours which the shift will work.

(D) To be eligible for overtime, the person above Group 1 must be able to perform the work without training except where purpose of the Overtime is training. (e.g. First Aid Training, etc.)

(E) In an emergency, it is recognized, back up operators may be used. Back up operators will not be used to circumvent the Overtime provision for permanent operators.

(F) If Overtime is scheduled for all shifts, employees who normally perform the job, will be asked to work on their own shift. In classified positions above General Production ** back up operators will be asked, if the permanent operator refuses.

** In all groups it is recognized that Overtime may only be available for one shift.

The Company will endeavour to equalize inequalities between shifts, by assignment of weekend overtime.

** Examples - Material Handlers and Janitors.

4. (G) Back up operators transferred to another classification or shift (not to exceed ten days) will be given the opportunity to work overtime in their group/shift from which they were transferred unless there is overtime in both groups, in which case the classification the temporary transfer is in, takes precedence. If they work overtime in the temporary classification, the hours will be recorded in their regular classification.

5. Employees who do not wish to work Overtime will state so in writing, and will be deleted from the list. If an employee changes their mind, they will state so in writing. Their name will be added to the overtime list, and they will be charged with the highest overtime hours of the employee in the group.

6. These Guidelines are meant to clarify the Collective Agreement, Article 19, Subsection 19.04 and are subject to the grievance procedure. The issues not covered by the Guidelines can be grieved under 19.04. The parties may amend these Guidelines by mutual agreement.

For Management:

Wendy Clayson
Joe Mendonca
Rich Whiting
John Wyskiel

For the Union:

Alice Deighan
Dorothy Walsh
Derek Ferguson
Joe Atkinson