

AGREEMENT

BETWEEN

**3M CANADA COMPANY
LONDON, ONTARIO PLANT**

AND

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)**

LONDON, ONTARIO

May 7, 2004

THIS AGREEMENT made and entered into as of the 7th day of May, 2004.

By and Between:

3M CANADA COMPANY
London, Ontario Plant

Hereinafter designated as the "Company"

and

NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)

and its Local 27

Hereinafter designated as the "Union"

ARTICLE 1

WITNESSETH

- 1.01 Recognizing the common dependence of the Company and of its employees upon the welfare of the business as a whole, and recognizing further that maintenance of the existing relationship of goodwill and mutual respect between the employer and employees can contribute greatly to the maintenance of, and increase in, that welfare, the parties of this Contract have joined in the following Agreement.
- 1.02 There shall be no strikes or lockouts as long as this Agreement continues to operate.

Article 2

RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agency for those of its employees in its London Plant excepting the following: Timestudy Employees, Laboratory Workers, Chemists, Supervisors, Department Superintendents, Office Staff, Plant Protection Staff, Student Trainees and Stationary Engineers.

Article 3

MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Company to hire, promote, transfer, demote and lay off employees and to suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.
- 3.02 The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plant, and to determine the products to be manufactured, the scheduling of its production and

its methods, processes and means of manufacturing.

- 3.03 The Union further acknowledges that the Company has the right to make and alter, from time to time reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Article 4

SENIORITY AND RELATED MATTERS INCLUDING HIRING, DISCHARGES, LAY-OFFS, RE-HIRING, LEAVES OF ABSENCE, ETC.

- 4.01 It is hereby agreed that the lay-off, or the transfer of, or distribution of work amongst employees shall be in accordance with the seniority and other provisions hereinafter set forth.
- 4.02 A list of the Company's hourly rated employees in order of their respective dates of hiring shall be compiled, and the position of these employees on such Seniority List shall constitute their seniority standing. The Seniority List will be revised quarterly if necessary and will be posted so that it is available to the employees concerned at all times. Copies of the list, as revised from time to time, will be furnished to the Local Union through the Chairperson of the Union Plant Committee.
- 4.03 Seniority shall be applied in accordance with this Agreement on a plant-wide basis. Employees transferred from one department to another shall incur no loss to seniority as a result of such transfer except as provided in 4.21.
- 4.04 All new employees hereafter, for a period of sixty days worked after the commencement of their employment shall be temporary or probationary employees and during this period the Company may lay off or terminate such employee in its sole discretion and without recourse to the grievance procedure. After such period of sixty days worked such employees shall have their names placed on the Seniority List in the order of their dates of hiring.

- 4.05 Any employee, whose seniority has been broken in accordance with the provisions hereinafter set forth, shall, upon being re-hired, be considered as a new employee.
- 4.06 It will be the responsibility of an employee to keep the Company informed of their correct address, phone number, and information pertaining to the employee's personal record at all times and the Company only assumes responsibility for contacting an employee at the last address on record.
- 4.07 Seniority shall be broken if:
- (a) An employee voluntarily quits the employ of the Company.
 - (b) An employee is discharged for just cause, and such employee is not reinstated pursuant to the provisions of the Grievance Procedure.
 - (c) A laid-off employee fails to report for work in accordance with a notice of recall, or within seven working days after registered mailing date of such notice, whichever is later, unless a satisfactory reason is given.
 - (d) If laid off, an employee will be retained on the Seniority List for a minimum period of thirty-six months or for a period of time equal to the employee's accumulated seniority at date of lay-off whichever is greater.
- 4.08 If an employee overstays a leave of absence or remains away from work without permission, the employee shall be subject to discipline, unless there is a justifiable reason for such absence.
- 4.09 When permanently transferred to a position not subject to the provisions of the Agreement, an employee shall not retain seniority. Employees temporarily transferred for either of the following reasons will retain seniority.

- a) Medical Reasons
- b) Lack of work in their own classification for not more than 60 days.

4.10 (1) Employees requesting leaves of absence shall make

application, therefore, in writing to their department Supervisor within a reasonable time from date of requested leave. After considering the conditions existing in the department, the leave may be granted. It is agreed that the Company will give an answer within a reasonable time. Such leaves may be extended for a further specified period upon written application by the employee to the department Supervisor before the expiration of the first leave.

(2) (a)(1) A female employee with thirteen (13) weeks

of employment may make a formal request for up to a seventeen (17) week pregnancy leave of absence and will be returned to the same or comparable job as outlined in 4.18(e).

(a)(1.1) Provided the employee qualifies for Employment Insurance benefits, the Company will pay the equivalent of 70% of the employee's regular hourly rate for the first two (2) weeks of the leave and agrees to supplement the E.I. benefits to an amount equivalent to 70% of the employee's regular hourly rate for the next six (6) weeks.

(2) The employee may work up to the date of delivery provided she can satisfactorily perform her job. At least two weeks prior to the expected date of birth, the employee must present a doctor's statement indicating the expected date of birth and state in writing her intention to return to work following the birth.

- (3) Notification for return to work must be made at least two (2) weeks prior to her expected return to work. The employee must provide a medical release from her doctor and the Company Doctor before she will be allowed to return to work.
 - (4) At the employee's request the leave will be extended but in any event employees on maternity/adoption leave of absence must return to work within one (1) year from the date the original leave commences or their seniority shall be broken.
- (b)(1) A female employee with thirteen (13) weeks of employment may make a formal request for a single parental leave of absence up to thirty-five (35) weeks immediately following her seventeen (17) week maternity leave. A birth father or other persons as provided by law may request a single parental leave of absence up to thirty seven (37) weeks. Any employee returning from an approved parental leave of absence will be returned to the same or a comparable job as outlined in 4.18(e).
- (2) The employee must make a formal request for parental leave at least two (2) weeks prior to the intended date of leave and state in writing the expected date of return to work.
- (3) Where the parental leave is taken by the natural mother it must immediately follow the pregnancy leave. If parental leave is taken by other than the natural mother, such leave must commence no later than 52 weeks after the child is born or comes into custody and care of the employee.
- (4) Notification for return to work must be made at least two (2) weeks prior to the employees expected return to work.
- (c) Seniority and all benefits will continue to

accrue during the period of leave described in section 4.10 (2)(a)(1)(2)(3) and 4.10 (2)(b) and seniority only during extended leave described in section 4.10 (2)(a)(4).

4.11 Any member of the Union elected or appointed to a Union position will be granted a temporary leave of absence to do work for the Union for a period not exceeding three months. Up to three Union members will be granted such leave at any one time. Any request will be submitted in writing giving the reason for such request at least three working days before the requested leave whenever possible. Up to three Union members will be granted leave of absence to attend Union Conventions and Conferences upon written request at least one week in advance of such leave.

Upon their return to work they will be re-employed according to their seniority at the job which they did immediately prior to their leave of absence, if it exists, or work generally similar.

Employees to be paid by the Company and the money recovered from the Union monthly if the leave is for three months or less. This arrangement will be provided on leaves up to three months duration in any one calendar year and will not be renewed or extended in that period.

4.12 Up to three Union Committeepersons will be granted leave in preparation for negotiations upon receipt of written application three working days prior to each requested leave.

4.13 (1) An employee elected by or appointed by the Union to a full time position in the Union will be granted a leave of absence during the period in which the individual is actively engaged in such full time service. Seniority will continue to accrue during such leave.

If the employee returns to work in three years or less, they shall return to the job from which they left, if it exists, or work that is generally similar.

(2) Any employee elected to or appointed to a full time Municipal, Provincial or Federal office shall be granted a leave of absence during the period in which the individual is actively engaged in such full time service. Seniority will continue to accrue during such leave.

4.14 Whenever it becomes necessary to decrease the working force, probationary employees shall be the first laid-off. If further lay-offs are necessary, employees with the least amount of seniority shall be laid-off on a plant-wide basis provided those remaining employees with more seniority are able and willing to do the work available. In the event of such a lay-off all employees with three months or more seniority will be given five (5) working days' notice of the lay-off.

4.15 The Company will supply the Union Plant Chairperson with a list of employees to be laid off or recalled, or any cancellations of same, in advance of notifying the employees.

The Union acknowledges that it is the sole responsibility of the Company to notify the affected employees.

4.16 Employees with seniority who have been laid-off in accordance with the above provisions shall be returned to work in line of seniority in which they were laid-off provided they are able and willing to do the work available.

4.17 The Union Plant Committee Chairperson, Members of the Union Plant Committee, Alternate Committeepersons, Union appointed Health and Safety Representative, Alternate Health & Safety Representative, Employment Equity Representative, and the following Union Officers, if employees of the Company, not otherwise recognized for the purpose of this Agreement, namely: The President, Vice President, Financial Secretary, Recording Secretary, Trustee, Sergeant-at-Arms, Guide and Affirmative Action Position, will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the Seniority List, so long as the Company has work

available which they are able and willing to perform.

4.18 (a) Whenever vacancies occur, notice of such vacancies

and job location (where applicable) shall be posted on the plant bulletin boards for a period of two days. Interested applicants who are actively at work and who have attained at least twelve months' seniority, must sign the posting within a two-day period. Ability and qualifications of the applicants to perform the job shall be considered. All of these factors being relatively equal, seniority shall govern, provided the applicant has the ability and qualifications necessary to satisfactorily perform the job. Employees transferred as a result of a job posting shall be considered transferred to the new job when they begin work at the new job. An employee must work sixty (60) days to gain seniority in a classification.

Whenever vacancies occur for the purpose of filling vacation periods, such vacancies will be of a temporary nature and will be posted in accordance with this clause.

Employees may not be awarded more than three jobs in any 12 month period without Company consent. This to be discussed with the Union prior to denial. This will include temporary postings awarded to employees.

(1) An employee may make application for any job listed in the Job Classification section of the Collective Agreement by completing an application form. Application forms may be obtained from your Supervisor or the Human Resources Department.

Applications will be retained in the Human Resources Department.

4.18(f) The applications completed by employees not currently at work (and as indicated in

will be considered along with the applicants

that are listed on the posting.

Employees must be available to fill the position within 45 working days. In the event, that the employee is unable to fill the position, the vacancy will be reposted if the requirement still exists.

(b) All other aspects of Articles 4.18 (a) and will apply.

(b) The Company will post the results of such vacancies within three working days and employees awarded the job postings will be transferred within ten days. The Union Plant Committee Chairperson will be notified when this is not possible.

(c) Whenever it becomes necessary to decrease the working force in a classification and transfer employees permanently, the employee in the classification in the department having the least plant seniority shall be transferred.

(d) Notwithstanding the provisions of 4.18(a) above, the Company will not post vacancies of a temporary nature where the vacancy is caused by illness, injury, personal leave of absence, maternity/adoption leave of absence (as outlined in 4.10(2)), or vacation; except that if the temporary period extends to twenty-five (25) working days, the position shall then be subject to a temporary posting until the employee returns to work. These time limits may be increased or decreased. In these circumstances the Company will review the situation with the Plant Chairperson. If it is deemed that the employee will be unable to return to their position, the job will be posted in accordance with Article 4.18(a).

(e) Employees who are absent because of vacation, illness, injury, or personal leave of absence will be re-employed in their former position if

they are able to carry out their regular duties, have sufficient seniority, and provided that position still exists. If they are unable to carry out their regular duties, the Company will endeavour to find suitable work for them.

(f) In the event an employee becomes physically handi-

capped and is unable to continue in the same job, exception may be made to the job posting provisions of the Agreement in favour of such employee on the following basis:

(1) An employee must have enough seniority to retain a job in the plant.

(2) A doctor's certificate of disability by the employee's own doctor and, if requested by the Company from the Company Doctor, must be submitted.

(3) The Company agrees that it will review the circumstances with the Union before exercising this provision.

(4) Before an employee is placed on a job, the employee will be required to sign an application form for all jobs in the plant.

The disability will be reviewed at least annually.

4.19 Employees permanently transferred from one job classification to another (other than as a result of having been awarded a posting) shall retain seniority rights in the job classification of the department from which transfer took place for a period of sixty (60) working days and shall have no seniority in the job classification in the department to which they were transferred until after sixty (60) working days in such classification.

If the job from which the transfer took place is filled for:

(a) one full shift, the entitled employee with sixty

(60) day rights will have their rights

restarted.

- (b) ten (10) consecutive working days, the entitled employee with sixty (60) day rights will be returned to the job classification, if required, on the first working day of the following week. The ten (10) days will be extended only if agreed to by the employee, the Committeeperson and the Company.

If however, during this sixty (60) day period, the employee signs, and is awarded, a job posting, seniority in the original classification shall be broken, and seniority in the awarded classification shall commence immediately.

- 4.20 (a) After employees have worked temporarily in another job classification for a period of ten (10) consecutive working days, then the job will be declared "vacant" and filled in accordance with 4.18 of this section.
- (b) The exception to the period of ten (10) days in 4.20 (a) will be where a requirement could exceed ten (10) working days. The Company will discuss the circumstances with the Union Plant Committee and, with the Union Plant Committee's agreement, the period may be extended.
- (c) Exceptions to the above clauses (4.20(a)(b)) are the vacancies prescribed in Article 4.18(d).

- 4.21 Production workers will not carry seniority into the trades, nor will Skilled Trades employees carry seniority into production except as provided in 17.04.

Article 5

WAGE ADJUSTMENTS

- 5.01 (a) Effective May 10, 2004, the Company agrees to grant 30 cents per hour to all employees of the Bargaining Unit.

Effective May 10, 2004, the Company agrees to grant an additional 10 cents per hour to all Skilled Trades employees.

(b) Effective May 1, 2005, the Company agrees to grant 39 cents per hour to all employees in the Bargaining Unit.

Effective May 1, 2005, the Company agrees to grant an additional 15 cents per hour to all Skilled Trades employees.

(c) Effective May 1, 2006, the Company agrees to grant 40 cents per hour to all employees of the Bargaining Unit.

Effective May 1, 2006, the Company agrees to grant an additional 15 cents per hour to all Skilled Trades employees.

5.02 It is agreed that a cost of living allowance shall be paid to all hourly rated employees and included in the normal pay rate as follows:

Dominion Bureau of Statistics Consumer Price Index	Cost of Living Allowance in addition to Wage Scale by Job Classification
—	—
157.400	0¢
157.473	1¢
157.546	2¢
157.619	3¢
157.692	4¢
157.765	5¢
157.838	6¢
—	—

and so forth with a 1¢ adjustment for each .073 change in the Index (1986) adjusted quarterly.

5.03 Payment of wages will be made weekly by electronic

funds transfer. Any delays or problems will be discussed with the Union Committee.

Article 6

REPRESENTATION

6.01 The Company recognizes a Union Plant Committee of three members, one of whom shall be recognized as a full-time Union Plant Committee Chairperson. The remaining two members will represent each of the main areas outlined below. The Company further recognizes three alternates elected by and composed of fellow bargaining unit members, one of whom shall be elected by the skilled trades group and the remaining two elected by non-skilled trades.

Management shall be advised in writing of Committee and Alternate Committeepersons, and any changes which may be required. The Union Plant Chairperson and Committeepersons will be scheduled for day shift work.

1. All bargaining unit employees

EXCEPT

2. Skilled Trades

6.02 In the event that a shift does not have a representative, the Union may appoint one employee from the shift to handle complaints or grievances. The Union Plant Committee shall notify the Manager, Human Resources in writing of any such appointment.

6.03 New employees will be introduced to the Union Plant Committee, the Health and Safety Representative, and the Employment Equity Representative.

Article 7

GRIEVANCE PROCEDURE

7.01 Any complaint or grievance of any employee or any groups of employees shall be handled in the following manner:

- (a) Union Committeepersons shall notify their Supervisor when leaving and returning to their place of work.
- (b) The Alternate Committeepersons are not to leave their place of work or work area during working periods without first receiving permission from their Supervisor. This permission will not be unreasonably withheld.
- (c) All time taken by Alternates shall be used only for investigating and processing of grievances or complaints as provided in this Agreement.
- (d) The Alternate Committeeperson's Supervisor shall be notified of the Alternate Committeeperson's return after handling the grievance or complaint.
- (e) Before the Union Plant Committee Chairperson, a Union Committeeperson and/or Alternate Committeeperson engages another employee in conversation on Union matters, during working periods, the employee's Supervisor's permission must first be obtained. The permission will not be unreasonably withheld.

7.02

FIRST STEP - The employee shall verbally present the complaint or grievance to the Supervisor within five working days after knowledge by the employee of the cause of the grievance, otherwise the grievance shall be considered waived. If the Supervisor fails to satisfy the employee at that time, the employee may advise the Supervisor of the wish to have their Committeeperson present for a meeting which will be held between the Supervisor, the employee, and the Union Committeeperson for purposes of resolving the complaint or grievance at this step of the grievance procedure.

SECOND STEP - If the Supervisor fails to settle the complaint or grievance within five working days, the grievance shall within two working days, be presented by the Committeeperson to the Department Head who will hold a meeting within five working days unless mutually agreed otherwise. Those in attendance shall be the Department Head, the

Supervisor, the Committeeperson, and employee.

THIRD STEP - If the grievance is not settled at Step Two above, the grievance shall be reduced to writing within two working days on the forms provided and submitted by the Union Plant Committee Chairperson. The grievance shall name the employee involved, shall state the facts giving rise to the grievance and shall identify the Article (if any) of the Agreement alleged to be violated. Both parties shall present all facts and information then available pertaining to the grievance at this meeting.

The Manager, Human Resources, or designated delegate, will within two working days after receipt of grievance call a meeting within five working days to discuss the grievance with the Union Plant Committee. Within five (5) working days from the date of such meeting, the Manager, Human Resources, or designated delegate, must answer the grievance in writing and present it to the Committeeperson, with a copy to the Union Plant Committee Chairperson.

The Company will allow the Union Plant Committee thirty minutes prior to the meeting to discuss grievances.

FOURTH STEP - If the Company or the Union intends to take the grievance to arbitration, they shall within fifteen working days from date of Manager, Human Resource's disposition, Third Step above, give written notice to the other party of their intent to apply for arbitration and submit their choice of an arbitrator.

7.03 In any conference or dealings with the Representatives of the Company, or any other time at the request of either party, the Union Plant Committee shall be entitled either to be represented by, or to have associated with it a duly accredited representative or counsel of the Union.

7.04 (a) If the said complaint or grievance is not settled as hereinbefore provided in this section, the controversy shall be submitted by the parties involved herein to an Arbitrator for final decision. The decision of the Arbitrator shall

be final and binding upon the Company, the Union and the employees. In the event that the Company and the Union fail to agree on an Arbitrator within ten working days, the matter shall be referred to the Minister of Labour for the Province of Ontario who will be requested to appoint the Arbitrator.

(b) The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

7.05 (1) A grievance in connection with a job award or lay-off shall be lodged at the Third Step of the grievance procedure within five (5) working days of notice of the job award or lay-off.

(2) The Union or the Company may initiate a written general grievance beginning at the Third Step of the Grievance Procedure. Such grievance shall be filed with the Manager, Human Resources or the Union Plant Committee Chairperson within ten working days after knowledge by the Union or the Company of the occurrence giving rise to the grievance.

7.06 Any decision involving rates of pay or any other working conditions may be made retroactive by the arbitrator to the date on which the grievance occurred.

Article 8

HOURS OF WORK AND OVERTIME

8.01 One, Two and Three Shift Operations.

(a) FIRST SHIFT OPERATION - The regular hours of work for first shift workers shall not exceed forty

hours per week, and starting Monday at 7:00 a.m. shall be worked between the hours of 7:00 a.m. and 3:00 p.m. or 9:00 a.m. and 5:00 p.m. or such other period of consecutive hours as may be necessary.

(b) SECOND SHIFT OPERATION - The regular hours of work

for second shift workers shall not exceed forty hours per week and starting with Monday at 3:00 p.m. shall be worked between the hours of 3:00 p.m. and 11:00 p.m. or such other period of consecutive hours as may be necessary.

(c) THIRD SHIFT OPERATION - When three shift operations are necessary, the regular hours of work for workers shall not exceed forty hours per week and starting Sunday at 11:00 p.m. shall be worked between the hours of 7:00 a.m. and 3:00 p.m., 3:00 p.m. and 11:00 p.m. and 11:00 p.m. and 7:00 a.m., or such other period of consecutive hours as may be necessary.

(d) On all shift operations, 11:00 p.m. Friday to 11:00 p.m. Saturday will be considered as Saturday overtime, and 11:00 p.m. Saturday to 11:00 p.m. Sunday will be considered as Sunday overtime.

8.02 It is the intention of the Company to have employees remain on the shift on which they began their work week but, in the event an employee is required by the Company to report for work on another shift than that which the individual worked the previous day, the employee will be paid time and one-half for that shift.

8.03 Any employee reporting for work unless previously properly notified not to so report shall receive at least four hour's pay at the employee's normal pay rate. In the event of adverse weather conditions, local radio announcements at least one hour in advance of the affected shift, or individual contacts shall constitute proper notice.

Any employee called back to work overtime after having completed regular working hours and has left

the plant, shall be paid at time and one-half (double time on Sundays) the normal pay rate for such employee. An employee so called shall receive a minimum four hours at the employee's normal pay rate.

An employee called into work for overtime prior to the start of the employee's regular shift and who is not replacing an absent employee, shall be entitled to call-in pay.

8.04 (a) Overtime and extra time shall be evenly divided insofar as possible by the Company amongst employees capable of doing the work in the following order:

1. Employees normally performing the work
2. Employees in the same classification in the department
3. Employees in the department

In the event of 2 and 3 above, the employee with the least amount of overtime will be offered the overtime where practicable.

Failing to obtain a worker from within the Department, the overtime will be assigned to any other employee capable of doing the work.

(b) If it is shown that an employee has not properly shared in the distribution of overtime, Management will make adjustment in future overtime schedules as promptly as it is practicable.

(c) The exception to 8.04 (b) above is when employees have not been asked in accordance with 8.04 (a) and an employee from outside the classification or the department works the overtime. The employee who was entitled to such overtime under 8.04 (a) shall be paid the overtime hours worked.

(d) The Company agrees not to credit overtime hours

against an employee if such hours were not worked due to Union or Company business.

8.05 All overtime rates shall be computed on the normal pay rate plus shift bonus when worked. All work performed on Saturday or during days or hours other than those specified or agreed upon as regular work hours, shall be considered overtime and shall be paid at the rate of time and one-half excepting as follows:

(a) Double time will be paid for: all work performed on Sundays, all work performed over twelve hours in any one week day (Monday through Friday inclusive), all work performed over eight hours on Saturdays.

(b) For the purpose of this Agreement the following shall be considered as plant holidays:

2004 May 24 - Victoria Day
July 2 - Canada Day
August 2 - Civic Holiday
September 6 - Labour Day
October 11 - Thanksgiving Day
December 24
December 27
December 28
December 29
December 30
December 31
March 25, 2005 - Good Friday
Individual Floating Holiday
Individual Floating Holiday

2005 May 23 - Victoria Day
July 1 - Canada Day
August 1 - Civic Holiday
September 5 - Labour Day
October 10 - Thanksgiving Day
December 23 - Day before Christmas
December 26 - Boxing Day
December 27
December 28
December 29
December 30
April 14, 2006 - Good Friday
Individual Floating Holiday

Individual Floating Holiday (Christmas on Sunday)

2006 May 22	- Victoria Day
July 3	- Canada Day
August 7	- Civic Holiday
September 4	- Labour Day
October 9	- Thanksgiving Day
December 25	- Christmas Day
December 26	- Boxing Day
December 27	
December 28	
December 29	
January 1, 2007	- New Years Day
April 6, 2007	- Good Friday

Individual Floating Holiday

These shall, if not worked, be paid for at the employee's normal pay rate providing the employee works full shift hours the working days preceding and following such holidays.

All absences other than illness will be subject to the approval of management.

Employees required to work on a plant holiday shall receive payment at the rate of two times their normal pay rate for the work performed in addition to their plant holiday pay if other requirements are met.

The phrase "full shift hours" in this section shall mean not less than six consecutive working hours.

Employees who have been laid-off in a reduction of workforce, or who are absent because of an approved WS&IB case, within thirty (30) calendar days prior to the day the holiday is observed, or because of an approved Sickness and Accident insurance case, shall receive their normal pay rate for such holiday irrespective of date of recall.

Notwithstanding the provisions outlined above, it is understood that an employee will receive the greater of their normal rate of pay for the day or the appropriate benefit, but not both.

8.06 There shall be no pyramiding of overtime or Saturday

and Sunday premium under any circumstances.

- 8.07 The Company agrees to pay the following premium over and above the normal pay rate for second shift operations:

Effective May 4, 1992, an extra (75¢) per hour worked.

The Company agrees to pay the following premium over and above the normal pay rate for third shift operations:

Effective May 10, 2004, an extra \$1.00 per hour worked.

Effective May 1, 2006, an extra \$1.20 per hour worked.

- 8.08 There shall be no change in hours of work as heretofore defined, or in the method of shift rotation, by any group of employees without the full knowledge of the Union Plant Committee who, after considering the special circumstances then existing, may take the matter up with the Union membership of the group involved.

Article 9

MAINTENANCE OF MEMBERSHIP

- 9.01 Any employee who is a member of the Union on the effective date of this agreement shall, as a condition of employment, maintain membership in the Union to the extent of having Union dues "Checked Off". Any employee who on the effective date of this Agreement is not a member of the Union shall not be required to become a member of the Union as condition of continued employment. Such employee shall, however, have monthly dues and assessments in accordance with the Constitution of the National Union "Checked Off". Any such employee, however, who during the life of this Agreement joins the Union must remain a member as provided above. Any new employee hired henceforth, during their probationary period, shall pay Union dues as prescribed above and shall maintain their Union membership as a condition

of employment for the duration of this Agreement. Any employee shall be deemed to have retained membership so long as initiation fees and dues are tendered to the Union when due by or on behalf of an employee.

- 9.02 The Company agrees to deduct (during the life of this Agreement) Union Initiation Fees, Monthly Dues and Assessments, in accordance with the Constitution of the National Union, from the pay of each employee accepted into membership in the Union, and from the pay of employees who are not members of the Union, to the extent provided for in the preceding Section 9.01.
- 9.03 All deductions covered by this Agreement shall be made during the first pay period of each calendar month provided that (a) Deductions for present employees who are members of the Union shall be made within thirty days from the date hereof, and (b) Deductions for present employees who may become members shall be made from their first pay period upon their acquiring membership, (c) Deductions for Union dues for probationary employees shall be made in the first pay period of each calendar month. Union initiation fees shall be deducted in the first pay period of the calendar month following their acquiring seniority.
- 9.04 Assessments must be first approved by the National Union and the Local Union before deduction shall be made. The National Union and the Local Union will give the Company notice in writing of the approvals of such assessments.
- 9.05 All sums deducted shall be remitted to the Financial Secretary of the Local Union not later than the twenty-fifth day of the calendar month in which such deductions are made.
- 9.06 The Company and the Union shall work out a mutually satisfactory arrangement by which the Company will furnish monthly to the Financial Secretary of the Local Union a record of those from whom deductions have been made, together with the amount of such deductions.

Whenever revisions are made to the names and

addresses of employees, such revisions will be forwarded to the Financial Secretary as referred to above.

- 9.07 No discrimination of any sort will be practiced either by the Company or by the Union, or by the employees by reason of any activity of any employee with or in respect to Trade Union Activity or membership. Neither the Company nor the Union nor the employees shall intimidate an employee either against or in favour of Trade Union membership. Neither the Company, nor the Union, nor the employees shall discriminate in any way because of race, ancestry, colour, creed, place of origin, sex, ethnic origin, citizenship, sexual orientation, age, marital status, or handicap.

Article 10

NEW CLASSIFICATIONS

- 10.0 When a new job has been established, or a
1 substantial change has been made in a present job, the Company will provide the Union Plant Committee with an interim job description and job classification assignment.

Within thirty (30) days, the Company and the Union Plant Committee will meet to reach agreement on the new classification which then will form part of this Agreement.

The normal Grievance Procedure will apply if agreement is not reached.

Article 11

HEALTH AND SAFETY

- 11.0 The Union and the Company acknowledge that there
1 exists a joint responsibility for the maintenance of health, cleanliness and sanitary rules and regulations. Management has the responsibility of providing the cleaning and janitory service, providing proper receptacles, tool racks, and other necessary safety and sanitary facilities. The

bargaining unit employees have the responsibility of keeping their immediate work areas clean of waste, papers and other refuse, to keep their equipment clean and orderly and to work with due regard for their own safety and the safety of others.

11.0
2 The Company shall continue to make all reasonable provisions for the safety and health of the bargaining unit employees during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect bargaining unit employees from injury shall be provided by the Company in accordance with the practices prevailing or established in each separate department and the bargaining unit employees will cooperate with the company in seeing that such protective devices, etc. are properly used.

11.0
3 A new bargaining unit employee or a bargaining unit employee transferring into a department will receive health and safety training on the conditions in that department.

11.0
4 It is agreed that the Joint Health and Safety Committee will be maintained during the term of this Agreement, and the Company will be responsible for informing and training employees in the application and compliance with the provisions of the Occupational Health and Safety Act of the Province of Ontario.

11.0
5 The time spent by the Committee in the course of their duties in the plant shall be considered as time worked and paid for in accordance with the terms of the Collective Agreement.

Article 12

DISCIPLINE AND MISCELLANEOUS

12.0
1 (a) Discipline is defined as a written warning, suspension or discharge.

An employee who is being given discipline will be advised of the right to have their Union Representative in attendance and to discuss the matter with the Union Representative before

the disciplinary meeting.

(b) An employee who is to be suspended or discharged

will be given the opportunity of having a disciplinary interview before being required to leave the plant.

In cases requiring immediate expulsion from the plant, the Committeeperson or alternate will be allowed to interview the employee before the individual leaves the plant. If no Committeeperson or alternate is available, the Union will be notified of the action before the disciplinary interview. The disciplinary interview will be set up within 24 hours (weekends and holidays excluded).

The disciplinary interview will include the employee and the Supervisor involved with two other Management representatives and two Union representatives. The employee will be advised in writing of the reasons for the suspension or discharge.

Should the employee protest the discharge or suspension as a grievance, a Third Step meeting will be held within three working days to discuss such discharge or suspension. Should the employee not be reinstated at this meeting, the grievance may then be made subject to arbitration and if so arbitrated, the decision of the Arbitrator shall be final and binding.

(c) When a written warning is placed against the record of an employee, notice of such written warning shall be given to the employee, who may treat same as a grievance and proceed accordingly, unless notice of such written warning is given within a reasonable time, not in any event to exceed three working days after knowledge of the occurrence, such written warning shall not thereafter be used for the purpose of taking disciplinary action against the employee.

(d) The respective Committeeperson and the Plant

Chairperson will be given or mailed a copy of any written warning or notice of suspension or discharge as referred to in (b) above issued to an employee as soon as possible but in no event later than one working day or 24 hours after issuance of such warning or notice to the employee. However, if the employee, when advised that copies of the written notice are going to the Union Representatives, requests in writing not to do so, the Company will honour such request.

(e) The record of a written warning or a suspension will be removed from the employee's record after 18 months from date of issue.

(f) Employees may examine their personnel file once a year on their own time by appointment with the Manager, Human Resources. This examination will be done in the office of the Manager, Human Resources.

12.0 An employee injured on the job will be paid for the
2 balance of their shift if, as a result of such injury, the employee is sent home or to an outside hospital by instructions of the Supervisor or the Medical Centre. Such payment will be made only once per injury.

12.0 The Company will schedule two rest periods of
3 fifteen (15) minutes, one in each half shift, for all employees.

12.0 No employee excluded from the bargaining unit shall
4 perform work normally done by employees covered by this Agreement except in an emergency or to instruct, or to be instructed, or to correct difficulties or to maintain vital plant services, or for experimental purposes unless by agreement between the Company and the Union.

12.0 Letters of intent and letters signed by the parties
5 as outlined in the Appendix A, A-1, B, and C, the Classification and Wage Schedule, and the job classification list, will form a part of this agreement.

Article 13

VACATIONS

13.0 The expression "vacation year" wherever used in this
1 Section, shall mean that period of time from July
1st to June 30th inclusive. Similarly the expression
"minimum hours" shall be interpreted to mean a total
of 1,000 hours in the vacation year which shall be
the fifty-two (52) pay periods immediately preceding
the vacation pay eligibility date of June 30th in
that year. For the purpose only of calculating
minimum hours worked, hours paid for holidays not
worked and hours lost due to industrial injury for
which Workers' Compensation is paid, shall be
considered as hours worked provided part of the
vacation year is worked before the industrial injury
occurs.

Vacation pay, in each year, shall be calculated on
the basis of the employee's normal pay rate for the
last pay period in which the employee worked and
which ended prior to June 30th or shall be
calculated on the percentage basis as outlined in
Sections 13.02 and 13.03.

13.0 Employees of the Company who have worked the minimum
2 hours in the vacation year shall become entitled to
vacations with pay.

In departments that have a shutdown, employees will
be expected to take their vacation during the
shutdown period. In the case of a partial shutdown,
employees in the required classification will be
offered the available work in the order of their
plant seniority.

In departments that do not have a shutdown,
employees will be asked to choose 2 weeks of
vacation by April 1. Every attempt will be made to
accommodate requests, but in the event too many
employees request the same period, plant seniority
will determine who can be given the vacation as
originally requested.

Any employee who is planning a trip, may have the

request agreed to and granted before April 1.

Any remaining vacation that has not been requested by March 30 of the current vacation year, will be scheduled by the Company.

Vacations must be taken within the vacation year by all employees except employees in their first year or employees who did not work 1,000 hours. Effective July 1, 2004, vacation time in excess of two (2) weeks each year may be accumulated from one year to another. A minimum of two (2) weeks vacation must be taken each year, where eligible. Vacation may be banked to a maximum of five (5) weeks but cannot be banked in excess of annual vacation entitlement.

Vacation will be granted on the following basis:

(a) Effective in 1992, two (2) weeks vacation with pay

equivalent to eighty (80) hours pay or 4% of gross earnings, whichever is greater, shall be provided by the Company in the calendar year in which the employee's first anniversary date occurs.

(b) Effective in 1992, three (3) weeks vacation with

pay equivalent to 120 hours pay or 6% of gross earnings, whichever is greater, shall be provided by the Company in the calendar year in which the employee's third anniversary date occurs. This extra week of vacation shall be scheduled at a time convenient to the Company.

(c) Effective in 1992, four (4) weeks vacation with

pay equivalent to 160 hours pay or 8% of gross earnings, whichever is greater, shall be provided by the Company in the calendar year in which the employee's tenth anniversary date occurs. This extra week of vacation shall be scheduled at a time convenient to the Company.

(d) Effective in 1992, five (5) weeks vacation with

pay equivalent to 200 hours pay or 10% of gross earnings, whichever is greater, shall

be provided by the Company in the calendar year in which the employee's eighteenth anniversary date occurs. This extra week of vacation shall be scheduled at a time convenient to the Company.

(e) Effective July 1, 2004, employees may bank the regular hours portion of overtime hours worked to a maximum of 40 hours per vacation year.

These banked hours would be available outside the months of July and August and would be scheduled following standard department vacation procedures.

These hours would follow the vacation year of July 1st to June 30th & if not taken would be paid out at the end of the vacation year.

13.0 Where an employee has failed to work the minimum
3 hours in a vacation year, such employee shall be entitled to the vacation pay for that year to which the individual would have been entitled had the minimum hours for that year been worked, reduced by five percent (5%) for each fifty (50) hours (or fraction thereof) by which the employee has failed to work the minimum hours for that year.

Employees who fail to work the minimum hours in a vacation year, shall be entitled to a minimum of two (2) weeks vacation, after returning to work. Further, the employee may take, at their discretion, any vacation which was not taken during the vacation year of their absence to a total equal to the entitlement based on their seniority. The vacation periods will be scheduled at a time convenient to the Company.

13.0 A laid-off employee, or an employee absent due to
4 illness or injury, will be dealt with as in 13.03 above.

13.0 If an employee quits the employ of the Company,
5 either voluntarily, or involuntarily, such individual shall receive the percentage of their earnings for the vacation year to date in accordance with 13.02 and 13.03 above.

Article 14

INSURANCE AND PENSION

- 14.0 The Company agrees to provide the existing benefit
1 plans as outlined in the 3M Benefit Plan booklet for
the duration of this Agreement. The Company will pay
for the continuation of \$7,500.00 Life Insurance
coverage for employees going on retirement. At the
retiree's option \$3,500.00 of this \$7,500.00 of Life
Insurance may be used to reimburse the individual
for incurred medical, dental or vision expenses by
submitting an invoice to Benefits.

Article 15

BEREAVEMENT

- 15.0 The Company agrees to provide for five (5) days
1 bereavement leave at the normal pay rate in case of
death in the immediate family -- ie. father, mother,
spouse or common-law spouse, children, brother,
sister, father-in-law, mother-in-law, grandchild.
Two days bereavement leave at the normal pay rate
will be provided in the case of a death of an
employee's brother-in-law, sister-in-law,
grandmother, grandfather, daughter-in-law, or son-
in-law.

Article 16

JURY DUTY

- 16.0 The Company agrees to make up the difference between
1 the amount paid by the Court and an employee's
normal pay rate, when such employee is called for
Jury Duty or subpoenaed as a Crown Witness.

Article 17

SKILLED TRADES

- 17.0 (a) All employees in the skilled trades group are

1 subject to the provisions of the Collective Agreement except as specifically covered in this Section:

Journeyperson Qualifications:

1. Any person who has served a bona fide apprenticeship and has a certificate which substantiates their claim to service.
2. Any person who has had eight (8) years of practical experience and can prove same with proper affidavits and performance.
3. Any person who has a C.A.W. or an equivalent Journeyperson's Skilled Trades Card and meets the requirements of 1 or 2 above.
4. All future employment with skilled trades shall be Journeypersons as defined above.

(b) For purposes of this Agreement, any Journeyperson employed in the London, Ontario plant in their trade by the Company shall be considered as coming under the terms hereunder set forth for the skilled trades groups.

17.0 Seniority in the skilled trades shall be by non-
2 interchangeable classification within the Maintenance Department. Seniority lists shall be by basic classification.

17.0 Seniority of Journeypersons in the skilled trades
3 shall begin as of the date of their entry into such a trade classification, after having worked forty-five days in the classification. Seniority will be frozen on leaving a classification, to restart on return to that classification. This seniority shall apply only to lay-offs and recalls.

17.0 (a) If it is necessary for the Company to reduce
4 the number of skilled trades employees within a classification and, should the Company be able to employ an employee so laid-off in one of the

production areas, the employee shall have no seniority in the production area, although the employee will continue to accumulate seniority within their skilled trades classification and will also commence to accumulate production seniority immediately. If the employee subsequently does not accept a recall to the same skilled trades classification, the individual shall have broken their seniority within that classification. If, on the other hand, the individual accepts a recall to their skilled trades classification, the seniority the individual has accumulated in a production area is cancelled.

(b) If a Skilled Trades classification is discontinued

or eliminated, the affected employee, if qualified, may transfer to another Journeyperson classification if a vacancy exists. Failing this, and seniority permitting the employee will fill a vacancy in a classification in the production unit. The employee will maintain recall rights to the Trades, but the individual's seniority in the Skilled Trades will cease to accumulate.

(b) In the event that a Skilled Trades employee becomes physically handicapped and is unable to continue in their job, exception may be made to the seniority provisions of this Agreement in favour of such employee on the following basis:

(1) The employee must have enough seniority to retain a job in the plant.

(2) A doctor's certification of disability by the employee's own doctor and, if requested by the Company, from the Company Doctor, must be submitted.

If the employee is placed in production, the Employee's seniority will be retained as per Article 4.03.

17.0 The Company agrees that the Apprenticeship
5 Programme, the Apprenticeship Programme Standards as

introduced by the Company and agreed to by the parties shall form a part of this Agreement.

17.0 There shall be a probationary period of sixty (60)
6 days worked in each classification. The starting rate for the classification as indicated in the classification and wage schedule shall apply during this period.

17.0 Overtime and holiday pay shall be controlled as
7 outlined in Article 8 of this Agreement.

17.0 In the case of a lay-off, the Journeyperson with the
8 least seniority within the classification shall be first laid-off. Recalls shall be made in the reverse order of lay-offs.

17.0 The following classifications shall be established:
9 Group I - Journeyperson Electricians
Journeyperson Machine Repair
Journeyperson Plumber-Pipefitters
Journeyperson Maintenance Welders
Journeyperson Carpenters
Journeyperson Lift Truck Mechanic

17.1 Skilled Trades affiliation dues of one half hour's
0 pay will be checked off annually by the Company in conjunction with normal dues check off in January and paid to the Financial Secretary of Local 27, C.A.W.

17.1 The Company agrees that when personal tools are
1 broken accidentally or worn out in the regular course of work, such tools will be replaced.

Article 18

RENEWAL

18.0 This Agreement shall be effective from May 10, 2004
1 and continue in full force and effect up to and including May 06, 2007. If either party desires to terminate or amend this Agreement, it shall give the other

party notice in writing within ninety days before
expiry date of its election to do so.

Dated and signed this 7th day of May, 2004.

For
3M CANADA COMPANY
London, Ontario Plant

D. P. Currie

S. R. Dearden

J. A. Batten

A. D. Marranca

M. M. McGrath

For
NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA) Local 27

J. E. Fleetwood

P. H. Jansen

W. R. Clark

For
THE NATIONAL UNION

R. Joyal
National Representative

CLASSIFICATION AND WAGE SCHEDULE

GROUP	May 10, 2004 BASE RATE*	May 1, 2005 BASE RATE*	May 1, 2006 BASE RATE*
H	27.57	27.96	28.36
I	32.34	32.88	33.43

New Hire Rate:

- 0 to 6 months = 85% of base rate
- 6 to 12 months = 90% of base rate
- 12 to 18 months = 95% of base rate
- > 18 months = full base rate

Student Rate:

- 80% of base rate

JOB CLASSIFICATION

Group	Job
H	Abrasive Coating Compounding Operator
	Abrasive Coating Machine Operator
	Abrasive Converting Operator
	Abrasive Flexer Operator
	Abrasive Maker Operator
	Aerosol Operator
	Assistant Tape Slitter Operator
	Cloth Tape Coating Operator
	Cloth Tape Converting Operator
	Custodian
	Electrical Products Production Helper
	General Process Operator
	Knife Grinder
	Lubricator
	Machine Operator - Adhesives & Coatings
	Machine Operator - Microencapsulation
	Maintenance Helper
	Maintenance Stockroom Attendant
	Material Returns Helper
	Narrow Width Coater Operator
	Order Filler
	Power Lift Truck Operator
	Production Helper
	Receiver
	Salvage Operator
	Tape Coater Operator
	Tape Compounding Operator
	Tape Packer
	Tape Set-up and Production Specialist
	Tape Slitter Operator
I	Journey person
	- Electricians
	- Machine Repair
	- Plumber-Pipefitters
	- Maintenance Welders
	- Carpenters
	- Lift Truck Mechanic

APPENDIX "A"

MEMORANDUM OF AGREEMENT

WEEKEND WORKER

1. Hours of Work and Shift Rotation

2 x 12 hour shifts Saturday and Sunday
3 x 15 minute breaks
Rotate shifts on a weekly basis

2. Pay

- (a) 20 hours pay per shift worked
- (b) i.e. 40 hours pay per weekend
- (c) Pay = base rate + C.O.L.A. + Shift Premium for all hours paid.

3. Weekend Vacancies

Whenever a vacancy occurs on a weekend shift it will be filled from within the work unit in accordance with the following sequence:

- (a) weekday workers in the same classification
 - (b) employees in other classifications
- The internal posting procedure will be applied in (a) and (b) above.
- (c) Any subsequent vacancy will be posted and filled in accordance with 4.18.

Employees who are involuntarily transferred from a weekend shift to a weekday shift due to the reduction of weekend requirements, will have sixty (60) day rights to a weekend shift providing the employee had enough seniority to remain in the classification.

In all cases, transfer to a weekend worker schedule will be voluntary.

From an overtime perspective, employees will be deemed to have transferred to the weekend, on the Monday prior to the weekend that they commence weekend work.

4. Vacation & Vacation Pay

- (a) 1 weekend (24 hours) to equal 1 week's vacation

(b) minimum hours paid will be considered as hours worked

5. **Plant Holidays**

A weekend not worked is the equivalent to 5 holidays. Any balance of negotiated holidays will be paid based on 8 hours at the normal pay rate per holiday.

6. **S & A and L.T.D.**

(a) L.T.D. - no change

(b) S & A - to be administered per the S & A plan

7. **Union Representation**

Alternate Committeeperson

8. **Pension Plan**

Hours calculated as hours paid instead of hours worked.

9. **Jury Duty**

If pay is lost due to Jury Duty, then the Company will make up the lost pay as outlined in the Collective Agreement.

10. **Bereavement Pay**

If the 5 day leave involves Saturday and/or Sunday, then the Company will pay the normal pay rate (20 hours pay) for the Saturday and/or Sunday involved. In an unusual situation, the Company will discuss the special circumstances with the Plant Chairperson.

11. **Who Works Available Overtime**

1. **Weekend Overtime** - first offered to regular employees as

per the Collective Agreement.

2. **Weekday Overtime** - first offered to regular employees, then to weekend employees.

12. Report-in pay will be 10 hours at the normal pay rate. All

other conditions of Article 8.03 will apply.

13. For determination of the probationary period for a weekend

worker, a weekend worked will be the equivalent of 5 days.

14. For purposes of calculating payments to the paid education leave fund, the assessment will be based on weekend worker hours paid. If a weekend worker works overtime during the week the assessment will be based on weekday hours worked.
15. The Company will meet with the Union Plant Committee to discuss problems that may arise.
16. In a department running a 6 day operation (1 weekend crew), one weekend shift (either first or last) will be moved to the plant holiday on a long weekend providing there is no overtime being worked on this long weekend. This shift will be connected to the regular workweek to minimize equipment downtime over the long weekend.

#1 - Weekend Worker Shift Change

May 4, 2001

J. E. FLEETWOOD

It is recognized that weekend workers should use vacation where possible, to allow for weekends off. However, for special occasions, a weekend worker may change with a weekday worker.

Since this is a voluntary change, in no case would either employee be eligible for premium pay for the regularly scheduled hours. Unless this change is made within the same pay period, there will be a disruption in pay.

A maximum of two (2) shift changes per weekend worker per year will be granted and only one (1) weekend worker per shift may change with a weekday worker. This arrangement must not result in an employee working more than twelve (12) consecutive hours or having less than eight (8) hours between shifts.

D. J. Pawson
Human Resources Manager
Manufacturing

APPENDIX "A-1"

MEMORANDUM OF AGREEMENT

COMPRESSED WORK WEEK

Compressed work week scheduling will be considered for continuous-run operations where daily start-ups and shutdowns would be prohibitively expensive. The Company and the Union will meet and mutually agree on Compressed work week scheduling prior to implementation.

The work week will commence on Monday at 7am, unless Monday is a holiday in which case the work week will commence on Tuesday.

1. Hours of Work and Shift Rotation

- a. 3 X 12 hour shifts, Monday, Tuesday and Wednesday
- b. 3 X 15 minute breaks
- c. Rotate shifts on a weekly basis.

2. Pay

- a. 13 1/3 hours pay per shift
- b. i.e. 40 hours pay per week
- c. Pay=base rate + COLA + Shift Premium for all hours paid.

3. Vacancies

- a. Whenever a vacancy occurs on a compressed shift, the internal posting procedure will be applied. Subsequent vacancies will be posted as per the collective agreement.
- b. Transfer to the compressed work week schedule will be voluntary. However if there are no applicants for a compressed schedule vacancy, the employee with the lowest seniority in the bargaining unit will be assigned to the vacancy.

4. Vacations and Vacation Pay

- a. 1 compressed week (36 hours worked) to equal 1 week's vacation
- b. Minimum hours paid will be considered as hours worked.

5. Plant Holidays

- a. A compressed week not worked is the equivalent of 5 holidays. Any balance of negotiated holidays will be paid based on 8 hours at the normal pay rate per holiday.
- 6. S & A and L.T.D.**
 - a. L.T.D. - no change
 - b. S & A - to be administered per the S & A plan
- 7. Union Representation**
 - a. As per normal weekday operations.
- 8. Pension Plan**
 - a. Hours calculated as hours paid instead of hours worked.
- 9. Jury Duty**
 - a. If pay is lost due to Jury Duty, then the Company will make up the lost pay as outlined in the collective agreement.
- 10. Bereavement Pay**
 - a. If the 5 day leave involves Monday and/or Tuesday and/or Wednesday, the Company will pay the normal rate (13 and 1/3 hours pay) for the days involved. In an unusual situation, the Company will discuss the special circumstances with the Plant Chairperson.
- 11. Who Works Available Overtime:**
 - a. Follow existing overtime guidelines.
 - b. For departments with both weekday and compressed work week workers, scheduled overtime shifts will be offered on the weekend.
- 12. Conditions for Compressed Work Week Scheduling**
 - a. To be instituted in a department where the loading meets the following criteria:
 - i. Loading is projected to be at less than 3 and 2/3 days for a period of at least 2 months or when employees added to the surplus list as a result of the compressed work week schedule are required elsewhere in the plant.
 - b. Compressed work schedules will not directly result in a layoff.

- c. The Company commits to reviewing plant work load projections with the Union Committee on a routine basis.
 - d. Return to Standard Work Week:
Department loading will be reviewed regularly and will be returned to a standard work week when projected loading exceeds 3 and 2/3 days for an extended period of time.
 - e. Notice to terminate the compressed work week operation within 30 days may be given by either party if these conditions are not satisfied.
13. Report-in pay will be 6 and 2/3 hours at the normal pay rate. All other conditions of Article 8.03 will apply.
14. For determination of the probationary period for a compressed work week worker, a compressed work week schedule (i.e. - 36 hours worked) will be the equivalent of 5 days.
15. For purposes of calculating payments to the paid education leave fund, the assessment will be based on compressed work week hours paid. If a compressed work week employee works overtime, the assessment will be based on hours worked.
16. The Company will meet with the Union Plant Committee to discuss problems that may arise.

APPENDIX "B"

MEMORANDUM OF AGREEMENT

The following memorandum of agreement forms a part of the current Collective Agreement as outlined in Article 12.05.

1. Ontario Health Insurance Employer Health Tax (formerly O.H.I.P.)	May 4, 200
2. Rescheduling Vacation - S & A	May 4, 200
3. Request for Vacation	May 4, 2001
4. Rehabilitation or Assessment	May 4, 2001
5. Health & Safety Representative	May 4, 200
6. Vice Chairperson	May 4, 2001
7. Pay for Committeepersons	May 4, 200
8. Union Bulletin Board	May 4, 200
9. Paid Education Leave 2001	April 200
10. Probationary Employee Overtime	May 4, 2001
11. Students	May 4, 2001
12. Shift Rotation	May 4, 2001
13. Job Application Form	May 4, 200
14. Discharge for Absenteeism	May 4, 200
15. Notice of Plant Closure	May 4, 2001
16. Skilled Trades Utilization	April 25, 2001
17. Contracting Work in Plant - Skilled Trades	May 4, 2001
18. Overtime Hours Administration	May 4, 200
19. Skilled Trades Vacation	April 25, 2001
20. Tool Allowance	May 7, 2004
21. Bereavement	May 7, 2004
22. "ABLE"	May 4, 2001
23. Contracting Work in Plant - Production	May 4, 2001
24. Racking Work	May 4, 2001
25. General Process Operator 2004	April 200
26. Related Trades Work	May 4, 2001
27. Power House Maintenance	May 4, 200
28. Extended Vacation Periods	May 4, 200
29. Leave of Absence - Part Time Municipal	May 4, 2001
30. Workplace Harassment Policy	May 7, 2004
31. Contractors - Fixed Bids 2004	April 200
32. Equipment Control Systems	May 4, 200
33. Letter of Commitment	
34. Rehabilitation	May 4, 2001

35. Vacation Pay	May 4, 2001
36. Legal Services	May 4, 2001
37. Extended Leaves of Absence	April 7, 2004
38. Weekend Worker Utilization	May 4, 2001
39. Social Justice Fund	May 4, 2001
40. Maintenance and Production Work	May 4, 2001
41. Benefits Disputes	April 26, 2004
42. Safety Standards	May 4, 2001
43. Job Posting - New Employees	May 4, 2001
44. Transfer of Maintenance Work to Production	April 6, 2004
45. Family Medical Leave	May 7, 2004

#1

Memorandum of Agreement --

Ontario Health Insurance Employer Health Tax (formerly O.H.I.P)

During the term of this Agreement, the Company will continue to pay the Employer Health Tax on behalf of employees for Provincial Health Care coverage.

If during the term of the contract the government plan changes the name, withdraws, or cancels this plan, the Company will replace this plan with other government equivalent benefits or, if permitted by law, with private insurance and there will be no cost for such insurance to the employees. Additionally, if the Provincial Health Care Plan is changed, and there is a net savings to the Company, the parties agree to negotiate the application of the net savings for improved benefits or wages.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#2

Memorandum of Agreement --

Rescheduling Vacation - S & A

Employees who are on vacation and become injured or hospitalized as defined by the Sickness and Accident Insurance Plan may reschedule such vacation in accordance with the normal scheduling procedures.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#3

Memorandum of Agreement --

Request for Vacations

During the term of this Collective Agreement, the Company will consider requests for vacations prior to July 1 of each vacation year.

As usual, production requirements and staffing requirements will determine whether or not the Company can grant the request.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

**#4
Memorandum of Agreement --
Rehabilitation or Assessment**

The Company agrees to inform the Union Committee Chairperson when an employee is returned to work on a rehabilitation or assessment program. The employee will receive the benefit or the actual pay, whichever is greater.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

**#5
Memorandum of Agreement --
Health & Safety Representative**

In recognition of mutual interest of the Company and the Union in the health and safety of all bargaining unit employees, the Company recognizes a full-time Health & Safety Representative appointed by the C.A.W. Head Office, Toronto, and paid by the Company.

The person appointed by the C.A.W. will be paid the rate of the job held prior to the appointment, and the job will be posted on a temporary basis and, when the appointment is over, the person will return to that position or any subsequent awarded job.

Time spent in the plant, in this position, shall be considered as time worked, as outlined in 4.19(a).

The representative will have the use of an office, to be located centrally with direct access to a plant aisle.

The representative will be provided with health and safety training at the Company's expense, with the exception of up to 1 week per year of training prescribed by the C.A.W. where the Company will pay the time away from work.

The Company will recognize the necessity to have an Alternate Health and Safety Representative to respond to critical injuries, and refusals to work in the plant, in the absence of the full-time representative. The alternate representative will replace the full-time representative when the absence is expected to exceed one full working day, with the exception of an absence resulting from training prescribed by the C.A.W.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

**#6
Memorandum of Agreement --
Vice Chairperson**

When the Company is notified of the necessity for the Vice Chairperson to replace the Plant Chairperson, the Company will make every effort to do so as quickly as possible.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

**#7
Memorandum of Agreement --
Pay for Committeepersons**

The past practice of paying Union Committeepersons and alternate Committeepersons shall continue during the term of this Agreement.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

**#8
Memorandum of Agreement --
Union Bulletin Board**

During the term of this Agreement the Company agrees to a Union Bulletin Board in each of the following areas: employee entrance (present location, A. & C. break area (present location), Tape Converting, Abrasive Making, Maintenance, and Abrasive Converting. Notices posted on such bulletin boards must be authorized by the Manager, Human Resources, Manufacturing, or a designated delegate. This authorization will not be unreasonably withheld.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

**#9
Memorandum of Agreement --
Paid Education Leave**

During the term of this Agreement the Company agrees to pay into a special fund three cents (3¢) per hour per employee for all hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W., and sent by the Company to the C.A.W. Leadership Training Program, P.O.Box 897, Port Elgin, Ontario, N0H 2C0.

The Company further agrees that up to three members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for up to twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave.

Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

Date agreed to: April 26, 2001

For the Union_____

For the Company_____

#10

**Memorandum of Agreement --
Probationary Employee Overtime**

Probationary employees will remain at the top of the overtime list for the duration of their probationary period. At that time, their hours will be adjusted to equal the average of employees in that classification within the Department. In the skilled trade classifications, probationary employees will be asked for overtime after all other employees within the classification.

Date agreed to: May 4, 2001

For the Union:_____

For the Company:_____

#11

**Memorandum of Agreement --
Students**

Students may be used under the following circumstances to address temporary staffing requirements:

1. Summer vacation period from April 1st to September 15th; and
2. On a one-to-one ratio for the following leave / absence circumstances:
 - a. Approved leave of absence.
 - b. Maternity and/or parental leave of absence
 - c. Family medical leave; and
3. Short term, up to ten (10) students for up to sixty (60) days each for increases in plant demand. In this case, the Company will commit to hire to fill any ongoing requirements beyond the sixty (60) days. Notice to

terminate this arrangement within 30 days may be given by either party if these conditions are not satisfied.

The following conditions apply:

- Sons and daughters of 3M employees will be given preference.
- A student is an unmarried, dependant child enrolled full time in a secondary or post-secondary institution. Consideration may also be extended to a child who has just graduated a course and is awaiting full time employment.
- Students will serve a probationary period of one hundred and twenty (120) days worked.
- Students will remain at the top of the overtime list in the assigned classification.
- Job vacancies will be posted as per the Collective Agreement.

Date agreed to: May 7, 2004

For the Union_____

For the Company_____

**#12
Memorandum of Agreement --
Shift Rotation**

During the term of this Agreement the Company agrees to a midnights/afternoons/days rotation.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

**#13
Memorandum of Agreement --
Job Application Form**

Date: _____

Employee's Name _____ Employee No: _____

Job Presently Held _____ Department _____

Job Applied For _____ Department _____

Employee's Signature _____

Recorded in Human Resources by _____

Date _____

Seniority Date _____

Copies: Employee
Union Chairperson

Date agreed to: May 4, 2001

For the Union _____

For the Company _____

**#14
Memorandum of Agreement --
Discharge for Absenteeism**

When an employee is being discharged, for absenteeism only, and grieves the discharge, the employee will be continued at work (seniority permitting) until the conclusion of the grievance procedure.

Date agreed to: May 4, 2001

For the Union _____

For the Company _____

**#15
Memorandum of Agreement --
Notice of Plant Closure**

The Company will give six months' notice of Plant Closure. The Company agrees to meet with the Union Plant Committee at that time to negotiate a severance package for members of the bargaining unit.

Date agreed to: May 4, 2001

For the Union _____

For the Company _____

#16

**Memorandum of Agreement --
Skilled Trades Utilization**

During the term of this Collective Agreement it is the intention of the Company to fully utilize the experience and qualifications of all our skilled trades employees.

Prior to and during the installation of any significant new equipment or major modifications to existing equipment, the Company will meet with the Union (Skilled Trades Committeeperson and Plant Chairperson) to discuss the best method of implementing the anticipated changes.

Date agreed to: April 26, 2001

For the Union _____

For the Company _____

#17

**Memorandum of Agreement --
Contracting Work in Plant - Skilled Trades**

During the term of this Agreement, it is not the intention of the Company to have outside contractors perform work normally performed in the plant by Skilled Trades on a continuous basis if a shift is insufficiently staffed to perform the work required.

In addition, the Company agrees that outside contractors will not perform such work while Skilled Trades employees qualified and available to do the work are on lay-off.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#18

**Memorandum of Agreement --
Overtime Hours Administration**

During the term of this Agreement, the parties agree that employees who are awarded or assigned a job, will start in that position with overtime hours equal to the average of the employees in that classification within the Department.

For the purposes of charging overtime, a call to the phone number on record, whether answered or not, or a message left with an answering system, will be considered an offer of overtime and charged accordingly.

Employees who are absent when overtime is requested, will be charged with the overtime hours as if they were at work.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#19

**Memorandum of Agreement --
Skilled Trades Vacation**

During the terms of this Agreement, the Company agrees to allow five Journeyperson Machine Repair employees to be on vacation each week during the months of July and August each year. One Electrician and one Pipefitter will be allowed on vacation each week during July and August. An additional Machine Repair Person, Electrician and Pipefitter will be allowed to be off except during shutdown and the week following shutdown when necessary to provide two consecutive weeks of vacation during July and August.

During the balance of the year a maximum of four Journeyperson Machine Repair employees, one Electrician and/or Pipefitter will be allowed to be on vacation each week. In addition to

these vacations, the Company agrees to allow two weekend Skilled Trades employees on vacation each week.

Date agreed to: April 25, 2001

For the Union _____

For the Company _____

#20

**Memorandum of Agreement --
Tool Allowance**

The Company agrees to continue the tool allowance program for skilled trades employees (including apprentices). This program will apply to job related tools with the Company paying 100% of the substantiated purchase cost with an annual reimbursement limit of \$300 per employee.

Reimbursement will be made either when an employee reaches the annual maximum, or in the month of April.

Date agreed to: May 7, 2004

For the Union _____

For the Company _____

#21

**Memorandum of Agreement --
Bereavement**

Employees who experience a bereavement situation (covered under the terms of Article 15 of the Collective Agreement) while on vacation, will receive bereavement leave with pay at the time of death and the vacation period will be extended. In these situations every effort should be made to notify the Company immediately of the death in order that necessary arrangements can be made.

If a statutory holiday falls within the bereavement leave then the employee will be entitled to an additional day. Weekends, i.e. Saturdays and Sundays, will not be counted as bereavement days.

With respect to bereavement situations (covered under the terms of Article 15) while employees are off due to sickness or accident, compensation, lay-offs, suspension and leaves of absence in excess of three days, such employees will not be entitled to bereavement leave. An employee returning from a leave of absence will be entitled to bereavement leave **only** if the death occurs during the final three days of the leave of absence. Example: Employee is due to return to work Monday and a death occurs on the previous Wednesday. The employee's two-day bereavement leave would be Thursday and Friday.

An employee who is notified of a death in the immediate family (covered under Article 15 of the Collective Agreement) while at work may elect to use that day as one day of their bereavement leave.

Date agreed to: May 7, 2004

For the Union_____

For the Company_____

#22

**Memorandum of Agreement --
"ABLE"**

During the term of this Agreement, the parties agree that in Articles 4.14, 4.16, and 4.17, employees will be considered "able" to do the work unless there is medical advice to the contrary.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#23

**Memorandum of Agreement --
Contracting Work in Plant - Production**

During the term of the present Collective Agreement, the Company will not bring contractors into the plant to do jobs

currently performed by the hourly rated production employees, except for emergencies, training or experimental purposes.

This will not be interpreted as having any effect on contract work presently being performed or on maintenance related work.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#24

**Memorandum of Agreement --
Racking Work**

3M employees will continue to do routine racking work.

Contractors may be used for major racking work, provided there are no employees on layoff.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#25

**Memorandum of Agreement --
General Process Operator**

During the term of this Agreement the parties agree to the introduction of a new Job Classification in Group H, General Process Operator. This position will require mobility between classifications and shift rotations within a defined group. These groups are as follows:

- (1) Abrasive Making
- (2) Manufacturing Services

Any vacancies will be posted and filled in accordance with Article 4 of the Collective Agreement.

For overtime purposes these employees will be considered as "normally performing" the job to which they are assigned and will be asked in accordance with 8.04(a)(1) and (2) based on

the overtime hours of the employee being replaced. Their overtime hours will be accumulated in their own classification and will be applied when being asked for overtime in accordance with 8.04(a)(3). Their overtime hours will be normalized annually with the other G.P.O.'s within their Focused Factory.

Date agreed to: April 26, 2004

For the Union_____

For the Company_____

**#26
Memorandum of Agreement --
Related Trades Work**

During the term of this Agreement the Company and the Union agree to meet and discuss ways of having skilled trades employees perform basic tasks in related trades in order to utilize and increase the skills of the trades employees and to improve the runtime and competitiveness of our operations.

It is not the Company's intention to establish a multi-trade classification as a result of this memorandum.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

**#27
Memorandum of Agreement --
Power House Maintenance**

While it is the intention of the Company to involve skilled trades in the normal maintenance of the Power House the following areas will be serviced by others:

- (1) Maintenance duties carried out by the operating engineers.
- (2) Major modifications and project work.
- (3) Equipment and processes that require unique skills, experience, or tools.

The Company agrees to discuss the details of skilled trades involvement in maintenance matters at the Power House facility with the Committeeperson, Maintenance Skilled Trades considering the requirements of the three provisions above.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#28

**Memorandum of Agreement --
Extended Vacation Periods**

To cover extended vacation periods specific jobs will be posted as outlined in 4.18(d). The successful candidate must be willing to work the relief schedule and will move between classifications (paid as indicated in 4.20(a)).

Under no circumstance will these employees be allowed to displace junior employees or accumulate seniority in the classification.

Intermittent vacation vacancies will not normally be posted.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#29

**Memorandum of Agreement --
Leave of Absence - Part-Time Municipal**

An employee elected to a part-time municipal office will be granted leaves of absence to attend meetings, etc. which are scheduled during regular hours of work.

The employee must notify the Company, in writing, of the dates of the leaves, at least three (3) working days prior to each leave, where possible.

The Company and the Union Plant Committee will meet to discuss the assignment of this employee so that it will have the least effect on other employees and/or the Company.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#30

**Memorandum of Agreement
Workplace Harassment Policy**

3M CANADA - CANADIAN AUTO WORKERS UNION
WORKPLACE HARASSMENT POLICY

Harassment in the workplace is a form of discrimination and it is prohibited by law.

Harassment means being subjected to any conduct or comment by any employee that is known or should reasonably be known to be unwelcome, that denies individual dignity and respect on the basis of any of the grounds of discrimination provided by law, such as, race, ancestry, colour, creed, place of origin, sex, ethnic origin, citizenship, sexual orientation, age, marital status, or handicap.

Such behaviour is usually intimidating, hurtful, annoying, or malicious in intent, and the effects of harassment can be very destructive for the victim.

Workplace harassment is unacceptable and the policy of both 3M Canada Company and the Canadian Auto Workers Union is to deal with incidents of harassment with sensitivity and seriousness. Anyone found in violation of this policy may be disciplined up to and including discharge.

Together 3M and the CAW have developed the Internal Human Rights complaint procedure to assist those people who believe that they have been discriminated against or harassed. Contact your immediate supervisor or Committeeperson for policy details.

M. M. McGrath
Executive Director
Corporate Services
3M Canada Company

R. Joyal
Area Director
CAW - Canada

#31

**Memorandum of Agreement --
Contractors - Fixed Bids**

For the purposes of this Memorandum, fixed bid is defined as a project of greater than \$50,000 or repairs done under warranty to a new installation less than one (1) year old.

When it becomes necessary to engage contractors for fixed bid projects for the London Plant, the scope of the work will be reviewed with the Skilled Trades Committeeperson for their input.

When contractors are engaged on fixed bid project work in the London Plant and the contractor employee(s) work overtime, offsetting overtime will be worked by a like number of the 3M Skilled Trades classification provided that 3M employees in that classification possess the skill to do the work and the work is normally performed as part of their job duties at 3M.

Contractor overtime is defined as any time a contractor employee works longer than eight (8) hours on any shift during the week or any time on Saturdays, Sundays, or statutory holidays unless otherwise defined by mutual agreement.

The meaning of offsetting overtime is illustrated by this example:

Two contractor employee Electricians are to work overtime doing the type of work normally performed by 3M Electricians.

Overtime will be offered to those on the overtime list who haven't already been offered overtime for the subject time period until either two Electricians accept or the overtime list is exhausted.

Date Agreed to: April 6, 2004

For the Union _____

For the Company _____

#32

**Memorandum of Agreement --
Equipment Control Systems**

In order to continue to improve the runtime and efficiency of production equipment in the plant, it is our intention to have an electrician work with an electrical engineer in the start-up, commissioning and debugging phase of equipment control hardware.

When it becomes necessary for engineering staff to alter the design or logic of these systems to study and enhance their performance, such work may be performed independently providing timely communication and education of the Skilled Trades takes place.

Date agreed to: May 4, 2001

For the Union _____

For the Company _____

#33

**Memorandum of Agreement --
Letter of Commitment**

3M Canada Company and the Canadian Auto Workers Union are committed to the concept that it is essential to provide a work climate that respects the dignity and worth of individuals. The corporate and the union goals, as well as those of the individual, are best achieved in an atmosphere free of intimidation or harassment.

Neither the Company, nor the Union, nor the employees shall discriminate in any way because of race, ancestry, colour, creed, place of origin, sex, ethnic origin, citizenship, sexual orientation, age, marital status or handicap.

It is the responsibility of each and every one of us to interact with one another in the spirit of decency, respect and supportiveness.

Dr. W. E. Coyne
President & General Manager
3M Canada Company

Robert White
President, National
CAW Canada

#34
Memorandum of Agreement --
Rehabilitation

The Company and the Union are committed to the rehabilitation and return to the workforce of disabled employees. This can best be accomplished by working together to identify individuals' needs and opportunities.

During the term of this Agreement the parties agree to meet and discuss opportunities on an ongoing basis. Our mutual goal will be to return these employees to gainful employment and ultimately rehabilitate them to resume their status as a productive member of the workforce.

Date agreed to: May 4, 2001

For the Union _____

For the Company _____

#35
Memorandum of Agreement --
Vacation Pay

Vacation pay will be paid at the employees normal pay rate when taken.

The employees will receive the calculated percentage vacation pay, if greater than the equivalent vacation entitlement, as soon as possible after July 1 of each vacation year.

Date agreed to: May 4, 2001

For the Union _____

For the Company_____

#36

**Memorandum of Agreement --
Legal Services**

During the term of this Agreement the Union and the Company agree to maintain the C.A.W. Legal Services Plan for all eligible employees.

The 3M Canada Company sponsorship for its portion of this plan will be funded by the Company. This funding and the provision of T4A earnings information for tax purposes are its sole responsibilities associated with the administration of this Plan. However, the Company reserves the right to participate as an active member of the Administrative Committee, if invited.

Date agreed to: May 4, 2001

For the Union_____

For the Company_____

#37

**Memorandum of Agreement --
Extended Leaves of Absence**

In order to accommodate extended leaves of absence (or leaves of absence that are combined with vacation leaves) at any time during the year, surplus employees or students may be assigned to fill in for employees who have been granted such leaves. Such approval will not be unreasonably denied.

The selection system used to hire summer students will be extended to these situations to give preference to sons and daughters of 3M employees.

The students will serve a probationary period of 120 days worked and will terminate by the end of this period. They will remain at the top of the overtime list in the assigned classification.

Arrangements such as these will be considered upon receipt of a written request, four (4) weeks in advance of the proposed

leave where possible and will require approval by both the Company and the Union. Response will be provided within two (2) weeks of receipt of a request. Such approval will not be unreasonably denied.

Date agreed to April 7, 2004

For the Union:_____

For the Company:_____

**#38
Memorandum of Agreement
Weekend Worker Utilization**

The Company and the Union agree to meet on a regular basis to discuss ways of reducing regularly scheduled overtime, including utilization of the weekend worker concept.

Date agreed to: May 4, 2001

For the Union:_____

For the Company:_____

**#39
Memorandum of Agreement --
Social Justice Fund**

During the term of this Agreement, the Company agrees to pay one cent (1¢) per hour per employee for all hours worked into the C.A.W. Social Justice Fund.

Date agreed to: May 4, 2001

For the Union:_____

For the Company:_____

**#40
Memorandum of Agreement -
Maintenance and Production Work**

It is recognized that changes in the business environment necessitate the continuous review of the way we organize our operations in the London Plant.

It is not the intent of the Company to have production employees do work normally performed by skilled trades employees, nor is it the intent for skilled trades employees to do work normally performed by production employees.

Date agreed to: May 4, 2001

For the Union:

For the Company:

**#41
Memorandum of Agreement
Benefits Disputes**

The following steps will be used to resolve disputes relating to the Health Care and Disability programs documented in the 3M Benefit Plans booklet.

1. Health Care Claim Disputes and Short Term Disability Disputes of Less Than Four (4) Weeks.

1. The employee will try to resolve the issue directly with the Benefits Department.
2. Failing resolution at step 1, a meeting of the employee, Union Representative, London Plant Human Resources Manager, and the Benefits Manager will be convened to attempt to resolve the issue. A representative of the appropriate benefits carrier will attend if necessary.
3. Failing resolution at step 2, the carrier will be requested by the Company to provide a written explanation.
4. Failing resolution at step 3, the dispute may be taken to the fourth step of the Grievance Procedure.

2. Disability Claim Disputes.

The insurance carrier will provide an employee on a disability claim of four weeks or more with two weeks notice of intention to suspend benefits. The notice will state the reason for suspension, and any actions that the employee may take to maintain benefits.

Where there is a dispute between two physicians on the ability of the employee to return to work, the steps below will be followed:

1. The employee, the Company and the Union will try to resolve the issue informally through discussion and documentation. The Benefits Department can assist at this stage where appropriate.
2. Failing resolution at step 1, a meeting of the employee, Union Representative, London Plant Human Resources Manager, and the Benefits Manager will be convened to attempt to resolve the issue. A representative of the appropriate benefits carrier will attend if necessary. Employees are required to provide appropriate medical releases to facilitate this process.
3. Failing resolution at step 2, above, the parties will refer the dispute for a mutually acceptable Independent Medical Opinion (IMO) paid for by the Company. The IMO shall be binding on the Company, Union and employee(s) without prejudice to future similar circumstances.

Benefits will continue throughout the dispute resolution process.

Date agreed to: April 26, 2004

For the Union:

For the Company:

**#42
Memorandum of Agreement
Safety Standards**

The Company is committed to maintaining and/or improving, from this date, safety standards, which includes the right to refuse under the Health and Safety Act.

Date agreed to: May 4, 2001

For the Union:

For the Company:

#43

**Memorandum of Agreement
Job Posting - New Employees**

When the Company is hiring new employees to fill permanent vacancies, the 12 month seniority requirement for signing postings outlined in 4.18(a) will be waived.

Date agreed to: May 1, 2001

For the Union:_____

For the Company:_____

#44

**Memorandum of Agreement --
Transfer of Maintenance Work To Production**

The parties agree to the following changes to responsibilities:

1. #9 Mandrel changes will be completed by one (1) MR and one (1) process operator.
2. During a Dilts Coater roll change will be completed by two (2) MR's and one (1) process operator who is responsible for operating the hoist.
3. Die changes at C Coater will be the responsibility of production.

Date agreed to: April 6, 2004

For the Union _____

For the Company _____

#45

**Memorandum of Agreement -
Family Medical Leave**

An employee is entitled to up to eight weeks leave of absence to provide care or support to specified family members. The provision applies if the family member suffers from a serious medical condition where a qualified health care practitioner certifies there is a significant risk of death occurring within a period of 26 weeks.

Care and support for such leave applies to the following family members:

1. The employee's spouse.
2. A parent, step-parent or foster parent of the employee.
3. A child, step-child or foster child of the employee or the employee's spouse.

An employee who wishes to take a Family Medical Leave shall advise his or her Supervisor in writing that he or she will be doing so. If the employee must begin the leave before advising the Supervisor, the employee shall advise the Supervisor of the leave in writing as soon as possible after beginning it. If requested by the employer, the employee shall provide 3M with a copy of the certificate from a health care practitioner that meets the conditions set out above.

The employee may take a Family Medical Leave only in periods of entire weeks. The Family Medical Leave may begin no earlier than the first day of the week in the 26 week period described above. The employee may not remain on a Family Medical Leave after the earlier of either the last day of the week in which the family member dies or the last day of the week in the 26 week period.

If an employee takes a Family Medical Leave and the family member does not die within the 26 week period, the employee may take another leave with the same requirements as described above.

If two or more employees take a Family Medical Leave in respect of a particular family member, the total of the leaves

taken by all the employees shall not exceed eight weeks. All other requirements must be met as described above.

Provided the employee qualifies for Employment Insurance benefits, the Company will pay the equivalent of 70% of the employee's regular hourly rate for the first two (2) weeks of the leave and agrees to supplement the E.I. benefits to an amount equivalent to 70% of the employee's regular hourly rate for the remainder of the leave.

Date Agreed to: May 7, 2004

For the Union _____

For the Company _____

APPENDIX "C"

LETTERS OF INTENT

The following signed Letters of Intent form a part of the Collective Agreement as outlined in Article 12.05.

1. Apprenticeship Program	May 4, 2001
2. Apprenticeship Consultation	May 4, 2001
3. Custodian	May 4, 2001
4. Replacement of Skilled Trades	May 4, 2001
5. Internal Posting 2001	May 4,
6. Termination of Probationary Employees 2001	May 4,
7. Pipefitters and Machine Repair	April 6, 2004
8. Job Security	May 4, 2001
9. Video Surveillance	May 2, 2001
10. Surplus Employee Job Award 2001	May 4,
11. Technological Change	May 4, 2001
12. Job Sharing	May 2, 2001
13. Weekly Disability Income Advances	May 1, 2001
14. Personnel Carrier	May 4, 2001
15. Alternate Committeeperson - Leave of Absence	May 4, 2001
16. Plant Committee - Temporary Leave of Absence	May 4, 2001
17. Committeeperson Job Classification	May 4, 2001
18. Waste Handling	May 4, 2001
19. Floating Holiday Notice	May 4, 2001
20. Stock Room Attendant	May 4, 2001
21. Manufacturing Non-Coating Rolls 2001	May 4,
22. Apprenticeship Production Seniority 2001	May 4,
23. Employment Equity	May 4, 2001
24. Seniority List for New Employees 2001	May 4,
25. Temporary Posting - Area Trainer 2001	May 4,
26. Sniff Testing	May 4, 2001
27. Smoking Areas	April 5, 2004
28. Job Posting for New Employees	May 4, 2001
29. Projects & Skilled Trades Involvement 2001	April 25,
30. Maintenance Technical Training	April 6, 2004
31. Women's Advocate	April 26, 2004

32.Tape Customer Order Module Reclassification May 3, 2004

#1 - Apprenticeship Program

May 4, 2001

J.E. Fleetwood

The utilization of the apprenticeship program to develop persons to become qualified skilled trades candidates is in the best interest of the parties. The Company will endeavour to effectively utilize this program by maintaining an active apprenticeship program during normal business conditions.

D.J. Pawson
Human Resources Manager
Manufacturing

#2 - Apprenticeship Consultation

May 4, 2001

J.E. Fleetwood

Maintenance Management will meet with the Apprenticeship Committee, and seriously consider our needs for apprentices in the future.

D.J. Pawson
Human Resources Manager
Manufacturing

#3 - Custodian

May 4, 2001

J.E. Fleetwood

The Company has agreed to recognize a full-time custodian for the Maintenance area and for the washrooms and break area in the west end of the plant. In return the maintenance helpers will no longer be responsible for the movement of office furnishings.

The recognition of this position will not directly affect the present number of maintenance helpers.

D.J. Pawson
Human Resources Manager
Manufacturing

#4 - Replacement of Skilled Trades

May 4, 2001

J.E. Fleetwood

For the term of this Agreement, the Company will not replace Skilled Trades employees who terminate, by using Contractors.

The Company will objectively study its use of Contractors and meet with the Skilled Trades representative on a quarterly basis to discuss their findings.

D.J.Pawson
Human Resources Manager
Manufacturing

#5 - Internal Posting

May 4, 2001

J.E. Fleetwood

Employees working in a classification, within a department, will be allowed to transfer into other jobs within the classification when permanent vacancies occur.

Employees within the classification who have attained seniority within the classification, will be asked according to their plant seniority (most senior to least senior), to accept or reject the vacant position by signing the appropriate column on the master sheet.

A copy of the master sheet will be retained in the department for future reference.

This procedure will not be inconsistent with the terms outlined in Article 4 of the Collective Agreement.

Temporary assignments within a classification
(in internal posting areas)

When it is necessary to temporarily move an employee from a work group within a classification to another job within the same classification and on the same shift, the junior person will be moved whenever possible.

The above does not preclude an employee with more seniority volunteering to accept the move.

The other employees in the work group may then be moved, without regard for seniority, to the jobs that are required to be performed within the work group.

D.J.Pawson
Human Resources Manager
Manufacturing

#6 - Termination of Probationary Employees

May 4, 2001

J.E. Fleetwood

It is the intent of the Company to act reasonably when terminating a probationary employee. Where possible, the Company will discuss the reason for termination with the Union beforehand.

D.J. Pawson
Human Resources Manager
Manufacturing

#7 - Pipefitters and Machine Repair

April 5, 2004

P. Jansen & R. Joyal

The parties met to resolve the issue of work assignment in the above classifications. It is understood that pneumatics, hydraulics and piping systems outside of machines and all new major installations inside the machines, is the work of Pipefitters.

The Machine Repair employees are responsible to perform all repair, teardown, installation and maintenance inside all machines, including removal of piping. Piping services or remanufacture shall be performed by Pipefitters.

All staffing adjustments in the Pipefitter classification shall be done by attrition, not lay off.

It is further understood that in overtime situations, the Pipefitter will be offered overtime first as established by practice.

The Company and the Union agree to work together and meet on a regular basis to ensure proper distribution of work and overtime.

P. Currie
Human Resources Manager
Manufacturing

#8 - Job Security

May 4, 2001

J.E. Fleetwood

It is the intention of the Company to maintain a viable manufacturing facility on the London Plant site.

Economic fluctuations and changes in products manufactured are inevitable because of market or economic pressures. Our past record indicates a conscious effort for stability and it is our intention to maintain this approach.

It is the Company's objective to continue to develop economically viable products for manufacturing in our London Plant. We are confident that such developments and the diversity of manufactured products will ensure the utilization of our resources. This intention continues to be demonstrated by the large capital investments in equipment and plant improvements.

If any change is planned by the Company that would result in a major effect on employment levels in the plant, the Company will meet with the Union to discuss the situation and seek a means of minimizing or eliminating the effect.

D.J. Pawson
Human Resources Manager
Manufacturing

#9 - Video Surveillance

May 4, 2001

J.E. Fleetwood & R. Joyal

Under exceptional circumstances it may be necessary to use video surveillance equipment in the plant. These circumstances will be reviewed with the Union Plant Committee prior to installation.

The Company will not use these devices to monitor routine employee activities.

D.J. Pawson
Human Resources Manager

Manufacturing

#10 - Surplus Employee Job Award

May 4, 2001

J.E. Fleetwood

When a person is declared surplus, or removed from a job, the award for that job will not count towards the three in a twelve (12) month period in 4.18(a).

D.J. Pawson

Human Resources Manager

Manufacturing

#11 - Technological Change

May 4, 2001

J.E. Fleetwood

When, through technological change, a job or process is changed, requiring new skills, those bargaining unit employees affected will be trained in the new skills, where practicable.

If a new job requiring unique skills arises, the Company will meet with the Union Plant Committee within thirty (30) days to review these special requirements and the method of filling the position.

D.J. Pawson

Human Resources Manager

Manufacturing

#12 - Job Sharing

May 2, 2001

J.E. Fleetwood & R. Joyal

During the term of this agreement, the Company and the Union have mutually agreed upon rules for Job Sharing as outlined in the Job Sharing Agreement.

In general, job sharing opportunities will be limited to week-day jobs, will involve one week or less of continuous time off the job, and will be cost neutral to the Company.

D.J. Pawson

Human Resources Manager

Manufacturing

#13 - Weekly Disability Income Advances

May 1, 2001

J.E. Fleetwood & R. Joyal

This will confirm the Company's intent as discussed at contract negotiations to provide advances to employees who have filed for Workers' Compensation benefits. Such advances would be limited to the amount that employees would receive under the Weekly Disability Income Plan.

Employees would be required to sign a personal note for the amounts advanced and to authorize recovery by payroll deduction or directly from the Workplace Safety & Insurance Board (WS & IB).

D.J. Pawson
Human Resources Manager
Manufacturing

#14 - Personnel Carrier

May 4, 2001

J.E. Fleetwood

The Union agrees when non bargaining unit employees use the equipment known as the "personnel carrier" for counting inventory, such work is not work normally performed by the bargaining unit.

However, the Company agrees that if the "personnel carrier" is to be used to move goods or material or is used by a bargaining unit employee to perform bargaining unit work, at such times this "personnel carrier" will be operated by a bargaining unit employee.

D.J. Pawson
Human Resources Manager
Manufacturing

#15 - Alternate Committeeperson - Leave of Absence

May 4, 2001

J.E. Fleetwood

During the term of this Agreement, the Company agrees that Alternate Committeepersons will be granted leaves of absence under the following conditions:

1. There must be five days' written notice requesting the leave.
2. Such leaves will be granted only during negotiations for a renewal of the Collective Agreement.
3. The total number of employees on the Union leave of absence must not exceed six at any one time.

Employees will be paid by the Company and the money will be recovered from the Union.

D.J. Pawson
Human Resources Manager
Manufacturing

#16 - Plant Committee - Temporary Leave of Absence
May 4, 2001
J.E. Fleetwood

During the term of this Agreement, the Company agrees that members of the Union Plant Committee will be granted a temporary leave of absence with written notice three working days in advance whenever possible.

Employees will be paid by the Company and the money will be recovered from the Union.

D.J. Pawson
Human Resources Manager
Manufacturing

#17 - Committeeperson Job Classification
May 4, 2001
J.E. Fleetwood

Time spent in the plant, in this office, shall be considered as time worked, as outlined in 4.18(a).

If a job becomes vacant through the transfer of a Committeeperson, that job will be posted as "Temporary to replace Committeeperson".

When the person ceases to be a Committeeperson, the employee will return to the job held prior to election or any subsequent awarded job provided the job still exists.

D.J. Pawson
Human Resources Manager
Manufacturing

#18 - Waste Handling
May 4, 2001
J.E. Fleetwood

Bargaining unit employees will move all waste and scrap to the shipping docks.

D.J. Pawson
Human Resources Manager
Manufacturing

#19 - Floating Holiday Notice
May 4, 2001
J.E. Fleetwood

This is to confirm that our agreement at negotiations was that we would require 5 days notice in the event an employee wishes to take a floating holiday.

D.J. Pawson
Human Resources Manager
Manufacturing

#20 - Stock Room Attendant
May 4, 2001
J.E. Fleetwood

When a vacancy occurs for a Maintenance Stock Room Attendant, it will be filled by a physically handicapped tradesperson or failing that, by the senior skilled trades applicant by internal posting. Any skilled tradesperson holding this job will be paid in Group I.

D.J. Pawson
Human Resources Manager

Manufacturing

#21 - Manufacturing Non-Coating Rolls

May 4, 2001

J.E. Fleetwood

During the term of this Agreement, 3M machine repair employees will manufacture and repair all non-coating rolls, where we have the equipment in-house to manufacture same. Excluded are new equipment purchases and spares ordered on the original purchase order.

D.J. Pawson
Human Resources Manager
Manufacturing

#22 - Apprenticeship Production Seniority

May 4, 2001

J.E. Fleetwood

When a production employee is accepted into an apprenticeship, the employee will continue to accumulate seniority in production. If the employee graduates, and continues as a Journeyperson, then they will lose the production seniority gained during the apprenticeship and gain that seniority in the skilled trades classification.

D.J. Pawson
Human Resources Manager
Manufacturing

#23 - Employment Equity

May 4, 2001

J.E. Fleetwood

During current negotiations the parties reaffirmed the policy of the Company and the C.A.W. as outlined in Article 9.07 of the Collective Agreement, that the provisions of the Agreement be applied to all employees covered by the Agreement without regard to race, ancestry, colour, creed, place of origin, sex, ethnic origin, citizenship, sexual orientation, age, marital status, or handicap.

Additionally the Company reaffirmed its policy of non-discrimination in employment, to extend opportunities to all

qualified applicants and employees on a non-discriminatory basis for employment and advancement within the Company.

While recognizing that it is the right of Management to hire, assign, and promote qualified candidates subject to the terms and conditions of the Collective Agreement, the parties agree to undertake certain joint activities to further implement these non-discriminatory policies following ratification of this Agreement.

Accordingly, an Employment Equity Committee will be established consisting of no more than two Union representatives, one of whom will be a female, to be selected by the C.A.W. Head Office, from within the existing representation structure.

Where there are no female Union representatives the C.A.W. Head Office shall appoint a female representative temporarily to the Employment Equity Committee until a woman is elected to an existing Union position. A comparable number of Management representatives will be appointed.

This Employment Equity Committee will have the task of assessing and monitoring the policy of equal opportunity for all, and to develop plans to address the mutual goal of encouraging interested parties to seek employment and advancement with 3M Canada. Special attention will be devoted to females, visible minorities, aboriginals, and disabled persons.

D.J. Pawson
Human Resources Manager
Manufacturing

#24 - Seniority List for New Employees
May 4, 2001
J.E. Fleetwood

The seniority standing for new employees hired on the same date will be determined at random on their first day of employment. Upon the successful completion of the 60 day probation, as outlined in 4.04 of the Collective Agreement, the employees' names will be placed on the seniority list in the position previously determined on the hire date.

D.J. Pawson
Human Resources Manager

Manufacturing

#25 - Temporary Posting - Area Trainer

May 4, 2001

J.E. Fleetwood

Whenever a vacancy occurs from an Area Trainer assignment the position will be subject to a temporary posting. It is the intention of the Company where necessary to post the employee's original job temporary as required until the Area Trainer returns to their former position.

The purpose of this posting is to support the Area Trainer program.

D.J. Pawson
Human Resources Manager
Manufacturing

#26 - Sniff Testing

May 4, 2001

J.E. Fleetwood

When seeking volunteers for the sniff testing group, skilled trades employees will be asked first.

D.j. Pawson
Human Resources Manager
Manufacturing

#27 - Smoking Areas

April 5, 2004

J. Fleetwood & R. Joyal

During the term of the current Collective Agreement, the Company has no plans to make any changes to the designated outdoor smoking areas.

Any requirements to change the location of these designated outdoor areas, or any changes in legislation affecting these areas, will be reviewed with the Union Committee for their input prior to implementation.

P. Currie

Human Resources Manager
Manufacturing

#28 - Job Posting for New Employees
May 4, 2001
J.E. Fleetwood

Article 4.18(a) explains that new employees must wait until they have attained 12 months seniority before they may sign job postings. Exceptions to this may be made for medical reasons provided there is a suitable open posting in the plant. These opportunities will be evaluated prior to exercising Article 4.18(f).

D.J. Pawson
Human Resources Manager
Manufacturing

#29 - Projects & Skilled Trades Involvement
April 25, 2001
P. H. Jansen & R. Joyal

It is the intention of the Company to aggressively control maintenance costs. This will require that all arrangements for contractors in the London plant are coordinated through Maintenance supervision and the Maintenance Manager. The Maintenance Manager is responsible to ensure that the agreements respecting contractors are adhered to and that communication with the Union is timely.

In the event an outside contractor is needed to assume the responsibility of "Constructor" as defined by the law, 3M skilled trades employees cannot be utilized on the project. The Company will meet with the Union (Skilled Trades Committeeperson and Plant Chairperson) to discuss the point at which the responsibility for "Constructor" logically transitions to 3M.

D.J. Pawson
Human Resources Manager
Manufacturing

#30 - Maintenance Technical Training
April 6, 2004
P. Jansen & R. Joyal

To improve equipment performance, the Company periodically provides equipment specific technical training to support staff. As these training opportunities arise, appropriate skilled trades employees will be included.

P. Currie
Human Resources Manager
Manufacturing

#31 - Women's Advocate

April 26, 2004

J. Fleetwood & R. Joyal

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize that the role of women's advocate in the workplace will be served by the CAW female member of the Local Union Employment Equity Committee, in addition to her other duties relating to Employment Equity. The trained female Employment Equity Representative will meet with female members as required, discuss problems with them, refer them to the appropriate agency when necessary. It is understood that this will not be a full time position.

As well, the Company will provide access to a private office with a phone line so that confidentiality can be maintained when a female employee is meeting with a female Employment Equity Representative.

The Local Employment Equity Committee will develop appropriate communications to inform female employees about the advocacy role that the female Employment Equity Representative plays.

The Women's Advocate will participate in an annual five (5) day training program sponsored by the CAW.

The Company agrees to pay for lost time, including travel time, reasonable registration costs where necessary, lodging and transportation. The Union will be responsible for meals and other expenses.

P. Currie
Human Resources Manager
Manufacturing

#32 - Tape Customer Order Module Reclassification

May 3, 2004

J. Fleetwood & R. Joyal

To ensure departmental competitiveness, employees who are presently classified as Tape Production Helpers will be reclassified as Assistant Tape Slitter Operators.

P. Currie
Human Resources Manager
Manufacturing

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Dated and signed this 7th day of May, 2004.

For
3M CANADA Company
London, Ontario Plant

I. H. Hardgrove

S. R. Dearden

D. P. Currie

A. D. Marranta

M. M. McGrath

J. A. Batten

For
NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA) Local 27

J. E. Fleetwood

P. H. Jansen

W. R. Clark

For
THE NATIONAL UNION

R. Joyal
National Representative

