

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN



Manac
A division of the **Canam Manac** Group Inc.

AND

National Automobile,
Aerospace, Transportation and
General Workers Union of Canada
(CAW-Canada)
Local 1285



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ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01 It is mutually agreed that the purpose and intent of the agreement is to promote cooperation and harmony between the Employer, the Employee and the Union, and to secure for the parties the full benefits of orderly collective bargaining, to **recognize** mutual interests and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the prompt disposition of all grievances, to eliminate interruption of work and interference with the efficient operation of the Company's business, and to set forth the conditions of employment to be observed by the Employees, the Union and the Company. The Company and the Union agree that they will administer their rights under the terms of the collective agreement in a fair and reasonable manner. Any significant changes made to current practices that are not covered by this collective agreement and affect bargaining unit employees, will be discussed with the union prior to the implementation of such changes.
- 1.02 In this agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural includes the singular, where the text so indicates.

ARTICLE 2

RECOGNITION

- 2.01** The Company **recognizes** the Union as the exclusive collective bargaining agent for all employees of **Manac** at its plant located in **Orangeville**, Ontario, save and except Team Leaders and Supervisors, person above the rank of Team Leader and Supervisor, office, clerical and sales staff, Security Guards and Students employed during the school vacation periods.
- 2.02** The word "Employee" or "Employees" when used in this agreement shall mean only such Employees as are included in the bargaining unit as defined in clause **2.01**.
- 2.03** The Company will supply the Union with a list of names of Team Leaders and Supervisors, within thirty (**30**) days following ratification of this agreement, and will update this list within two weeks of future changes occurring.
- 2.04** Team Leaders, Supervisors and technical employees will not perform bargaining unit work that will result in the lay-off or prevent a recall of bargaining unit employees, for production line work. It is understood that Team Leaders, Supervisors and Coordinators will continue to perform production line work for the purposes of instruction, experimenting and emergencies. This includes: short term coverage for casual absenteeism, until a replacement bargaining unit employee arrives on the job, providing a qualified replacement is available and willing to report to work; and to accommodate technical difficulties associated with manufacturing.

**ARTICLE 3
STUDENTS**

The Company agrees that students will not be employed in work normally performed by seniority plant employees, if seniority plant employees are laid off. Students will only be employed during the period May 1 through September 15. They will not accumulate any seniority during this period. They will however pay union dues and be paid at the established student rate of the Collective Agreement for the period of their employment.

Students will not perform work in a higher classification than General Assembler. Notice will be posted inviting employees to submit applications on behalf of students with the appropriate skills, abilities and qualifications. Subject to normal recruiting procedures, employee children and/or step children will be given preference for student positions.

The pay rate for students shall be **\$10.00** per hour.

**ARTICLE 4
MANAGEMENT RIGHTS**

4.01 The Union **recognizes** and acknowledges that the management of the plant, and the direction of the work force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company:

- to operate and administer its affairs, to direct the working force, to plan, direct and control operations;
- to schedule working hours, to determine the number of Employees to be employed, and the right to hire and select Employees from any source, promote, demote, classify, layoff, recall, transfer, rehire, retire Employees;

-to discharge seniority employees for just cause, discipline and suspend, to make, enforce and alter from time to time, rules and regulations covering the operations;

-to determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment, products, components, parts and materials to be used; parts, components, products, materials, services and equipment purchased, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, and the right to introduce new and improved standards or facilities, the right to establish and change occupational production standards:

-to determine the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company;

It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this agreement.

ARTICLE 5 NO DISCRIMINATION

5.01 The Company, Union, and Employees shall not discriminate against any Employee in anyway as defined in the Ontario Human Rights Code. In addition no employees will be discriminated against on the basis of political affiliation, union status or union membership.

ARTICLE 6
UNION SECURITY

- 6.01** All employees who are Members of the Union as of the date of this Agreement will be required to continue to be Members of the Union as a condition of employment with the Company. Any employee who is hired subsequent to the date of this Agreement shall become a **member** of the Union upon thirty **(30)** days and will be required to continue to be a member of the Union as a condition of employment.
- 6.02** The Company agrees, when **authorized** in writing by the Union, to deduct from the wages of all employees within the Bargaining Unit whether Union Members or Not, Union initiation fees and monthly dues as laid down by the constitution and by-laws of the Union. At the end of each calendar month and by the **10th** of the following month the Company will remit by cheque to the Financial Secretary of Local **1285, CAW** the total of the deductions made together with a list of those from whom deductions were made and a list of those members who did not have union dues deducted and the reason why no deduction took place.
- 6.03** The Company shall provide the Local Union and the Plant Chairperson the following information:
- a) Monthly, an updated mailing list, including phone number(s), employee number, and start date of all employees.
 - b) Monthly, a list of employees absent during the month on **W.S.I.B.**, Weekly Indemnity, Long Term Disability, or other Leaves of Absence in excess of one **(1)** calendar week.
 - c) At the time of posting, a copy of all job postings and notices identifying successful applicant(s).
 - d) Quarterly, a seniority list.

- e) Two days prior to its posting, a copy of the notice of **layoff** as identified in Article **14.04**, **including identifying** the number of positions in each classification being reduced.
 - f) Weekly, a **copy** of the overtime distribution record.
- 6.04** The Union agrees to indemnify and hold harmless the Company against any and all liability which may arise by reason of the check-off by the Company of Union initiation fees and union dues from employees wages in accordance with this agreement.
- 6.05** The Company will indicate on Employees **T-4** slip a statement of the annual union dues which have been deducted.

ARTICLE 7

NO STRIKES OR LOCKOUTS

- 7.01** There shall be no strike or lockouts during the term of this agreement. The Labour Relations Act of Ontario definitions of a Strike and Lock Out, shall apply.

ARTICLE 8

UNION REPRESENTATION

- 8.01** The Company acknowledges the right of the Union to elect a Plant Committee. Shift One shall have a Chairperson plus three **(3)** Committeepersons, of which no more than one **(1)** shall be selected from the trades classifications. This committee shall be elected or otherwise selected by the union membership on an overall basis and will be assigned to Shift One. If the Chairperson or Committeepersons do not possess the seniority requirements to be on Shift One, then they will replace the employee with the least amount of seniority within their respective classification on that shift. The Shift One **Committeepersons** and Chairperson will also be the **Negotiating** Committee. Two additional **representatives** will be selected from amongst the employees

active at work on Shift 2. There shall be one additional representative selected from amongst the employees active at work on Shift 3. A second representative will be recognized by the Company on Shift 3 if the number of employees on Shift 3 is in excess of 100.

Prior to their appointment, each committee member must have successfully completed their Probationary Period.

The union shall appoint one alternate representative for each representative on each shift, who will fill the roles and duties of a representative or Committeeperson in the event that all Committeepersons or the current representative are absent from that shift.

The duty of the Committeepersons shall be to represent the Employee(s) in the processing of grievances or complaints as outlined in the Grievance Procedure, and deal with matters relating to the administration of this Collective Agreement.

8.02 The Union will inform the Company, in writing, of the names of the Committeepersons, Alternates and Plant Chairperson and any subsequent change in the names of the Committeepersons and Plant Chairperson, and the Company will not be required to recognize the Committeepersons and Plant Chairperson until such notification from the Union has been received.

8.03 The Committeepersons, the Plant Chairperson and/or aggrieved shall report to and obtain permission from their Team Leader, Supervisor or his representative whenever it becomes necessary to leave their work, for the purpose of preparing grievances or attending company convened meetings as outlined in the Grievance Procedure. Permission for these meetings will not be unreasonably withheld by the Company. For purposes of preparing grievances, a period of time to a maximum of thirty (30) base-rate paid minutes per grievance will be allowed. The Committeeperson and the aggrieved shall

report back to their supervisor or his representative at the time they return to work.

- 8.04** Company approved time off work for the **Committee**-person, or the Plant Chairperson or the **grievor**, to attend meetings with the Company, will be paid by the Company at their normal base hourly rate. The Union **recognizes** that cases will occur wherein the Company will need a reasonable period of time to provide a replacement.
- 8.05** The Union shall be allowed to post, on the bulletin board, provided by the Company, notices regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Human Resources Manager or his representative.
- 8.06** When an Employee wishes to see his Union **Committee**-person, he shall notify his Team Leader or Supervisor of the request, subject to Clause **8.03**.
- 8.07** The Plant Committee and the Company representative(s) shall meet on a monthly basis, with the meetings being scheduled for the first Monday of the Calendar month. The Union National Representative and/or an Executive Officer of Local **1285** may attend such meetings. The Union National Representative and/or Executive Officer of Local **1285** shall be entitled to meet with the Plant Committee up to forty-five (**45**) minutes prior to the scheduled Joint Plant and Company Committee meeting. The agenda for each meeting shall be established by mutual agreement, and shall be determined no later than one week in advance of the meeting.
- 8.08** In the event that Management meets with an employee for the purpose of disciplinary action involving suspension or termination, an employee will have a **Committee**-person present, and a copy of such letter advising the employee of this disciplinary action will be given to the employee and the union.

- 8.09** The company will pay one hundred percent **(100%)** for lost wages from their regular scheduled work week for four **(4)** members of the Shop negotiating committee to negotiate the renewal of the terms of this agreement for up to a maximum of ten **(10)** days of negotiations.
- 8.10** The company will provide a filing cabinet with a key to the union to be located in Training Room **#3**. The company also agrees to provide access to reasonable and private accommodations as required for the purposes of processing written grievances, confidential discussion between the union representative as defined in Article **8.02** and the employee suspended or terminated as per Article **9.04** of this Collective Agreement.
- 8.11** The Shift One Plant Committee as defined in Article Eight **(8)**, shall not be laid-off as long as work is available for which they have the qualifications, skill and ability to perform such work at the time of the layoff and they will be paid the rate of the job. If no such work is available in their current classification, the company will assign the employee a General Assembler position provided such work is being performed, otherwise, they will be laid off under the layoff provision of this agreement.

ARTICLE 9
GRIEVANCE PROCEDURES

- 9.01** It is the mutual desire of the company and the union to resolve any complaint or cause for dissatisfaction arising between an Employee and the Company with respect to the application, interpretation or alleged violation of this agreement, shall be adjusted as quickly as possible.
- It is generally understood that an Employee has no grievance until he has first given his immediate Team Leader or Supervisor an opportunity to adjust the complaint. Such complaint must be registered with the Team Leader within four **(4)** working days from the date of the alleged violation of the agreement.

If, after registering the complaint with the Team Leader or Supervisor and such complaint is not settled within two **(2)** working days, then the following steps in the grievance procedure may be invoked:

- Step **1**: Failing an answer from his Team Leader or Supervisor or his representative, or a satisfactory settlement, then within three **(3)** working days, the aggrieved employee, accompanied by a Union Representative, shall meet with his Coordinator and/or another company representative. At this time, the grievance must be submitted to the Company in writing. The grievance must state which section of the Agreement has been allegedly violated and the nature of the relief or remedy sought. A written decision, including reasons, shall be rendered by his Coordinator, or his representative, to the Union within four **(4)** working days. For grievances arising on Shift **3**, the Coordinator or his representative shall have three **(3)** working days following the day of the meeting to render his written decision. Any resolution reached at this stage will not create a precedent for resolving future disputes, nor will it result in either party prejudicing its rights in similar or identical grievances in the future.
- Step **2**: Failing an answer from his Coordinator or his representative, or a satisfactory settlement at Step **1**, within five **(5)** working days, or such time mutually agreed in writing, the union shall refer the grievance, in writing to the Human Resources Manager, or his representative. For grievances arising on Shift **3**, the union shall refer the grievance in writing to the Human Resources Manager, or his representative, within three **(3)** working days. The Human Resources Manager, Production Manager and an additional Company representative shall meet with the aggrieved Employee within **14** days with his **Committee**-person and Chairperson. The National Representative or an Executive Officer with Local **1285** may attend such meeting. The Human Resources Manager shall render his

written decision, including reasons for such decision at this step, to the Union, within ten **(10)** working days from the date of this meeting. For grievances arising on Shift **3**, the Human Resources Manager shall render his written decision within two **(2)** calendar weeks.

- 9.02** Policy or group grievance initiated by the Company or by the Union will be originated at the second **(2nd)** Step of the grievance procedure. For group grievances, the employees will be represented by a single employee from the group. For policy grievances, the entire plant committee may be present.
- 9.03** Grievances dealing with discharge or suspension shall commence with the second **(2nd)** Step of the grievance procedure.
- 9.04** When an employee has been dismissed or suspended on the company premises, he shall be given the opportunity to meet with his Committeeperson in private, for a period of time not to exceed twenty-five **(25)** minutes before leaving the premises.
- 9.05** The time limits foreseen at the various steps of the grievance procedure may be extended by mutual consent, in writing, by both parties.
- 9.06** The Company shall not be subject to any financial liability for any period more than, up to fifteen **(15)** working days maximum, prior to the date the grievance was filed in writing.
- 9.07** Any grievance not presented within the time limits as set forth under any of the steps of the grievance procedure and arbitration procedure, or any longer periods which may have been mutually agreed upon, shall be deemed null and void.
- 9.08** Any grievance not responded to within the time frames as set forth under any steps of the grievance procedure, or any longer periods which may have been mutually

agreed upon, may be presented at the next step, within the time limits as set forth under any steps of the grievance procedure.

Failing a satisfactory settlement, as in Step Two (2), the grievance may be submitted to arbitration.

ARTICLE 10

ARBITRATION

- 10.01** It shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within six (6) calendar weeks after the Human Resources Manager, or his representative, failed to render a decision, or satisfactory settlement as provided in Step 2 of the grievance procedure.
- 10.02** A notice of intent to arbitrate, with a sole arbitrator shall contain a list of three (3) arbitrators for consideration. Within ten (10) working days from receipt of the list of recommended arbitrators, the other party will either accept one (1) arbitrator from the list, or submit a list of three (3) arbitrators to the aggrieved party for consideration. If no single arbitrator can be agreed on from this list within ten (10) working days, either party may request the Ontario Minister of Labour to name an arbitrator.
- 10.03** The sole arbitrator will set a date for the hearing, within reasonable time periods, to permit both parties to present their case, and will render a decision, as soon as possible, after the completion of hearing all evidence.
- 10.04** The decision of the sole arbitrator shall be binding and final upon both parties. The sole arbitrator shall be restricted in his award to the provisions of the collective agreement, and shall not in his award add to, delete from, or otherwise alter or amend any provisions of the agreement, or deal with any matter not covered by this agreement.

12.02 A probationary employee shall have no right to lodge a grievance, including without limitation to, discharge, discipline, lay-off or non-recall after lay off and the Company may lay off or terminate or discipline a probationary employee for any reason it deems to be in the best interests of the Company.

ARTICLE 13

SENIORITY

- 13.01** The term "seniority" as used herein, shall mean accumulated service, as described in clause **12.01**.
- 13.02** In the case of equality in seniority ranking, seniority shall be determined by a lottery" (with details to be mutually agreed upon)
- 13.03** An Employee will lose his seniority and his employment with the Company will be terminated for any of the following reasons:
- (a) if he voluntarily quits;
 - (b) if he is discharged, and not reinstated through the grievance procedure;
 - (c) if he is retired, under the Company retirement policy;
 - (d) if the Employee is absent without Company approved leave of absence, for more than three **(3)** work days, unless the employee could not reasonably request a leave of absence before or after the absence began and the reason for the absence is acceptable to the Company;
 - (e) When the laid off Employee does not return to work on the **specified** scheduled time outlined in the **couriered** letter or registered letter advising him to return to work, which will not be earlier than seven **(7)** calendar days following the date that the letter advising him to return to work was sent.

- 10.05** Each party will equally bear the fees and expenses of the sole arbitrator. Any witness called by the parties will be at their individual expense.
- 10.06** Any extension of the time limits may be made by mutual consent between the parties in writing.
- 10.07** Reasonable arrangements will be made to permit the Arbitrator of the case, any one member of the Plant Committee and the National Representative or the President of Local **1285**, to view any disputed operations involved in the arbitration case.

ARTICLE 11

DISCIPLINE

- 11.01** Once twelve **(12)** months has elapsed from the date of infraction, a disciplinary notation will not be used against an employee.
- 11.02** All disciplinary action will be given within a reasonable period of time, not to exceed one week from the time the company becomes aware of the infraction or has completed its investigation, providing the employee is at work and in the plant.
- 11.03** When a disciplinary action involving a written warning or greater is issued, the employee and the union shall receive a copy.

ARTICLE 12

PROBATIONARY PERIOD

- 12.01** New hires shall be considered probationary until they have completed a total of five hundred **(500)** hours actually worked within a twelve **(12)** month period, after which they shall become seniority Employees as defined in clauses **2.01** and **2.02**, and their seniority rating shall date back to start date of the Employee.

In the event that the employee is not at home to receive the couriered letter, the courier service will leave the letter. In the event the employee is not home to receive the registered letter, the employee must pick up the letter at the location specified on the notice from Canada Post.

Employees who are away from home for periods of time greater than seven (7) calendar days shall advise **Manac's HR** team of a telephone number where they can be reached during this time.

The return to work date may be extended, provided the employee gives a reason which is acceptable to the company;

(f) if an Employee does not return to work at the end of any approved leave of absence, unless an extension has been granted by the company;

(g) i) if seniority Employees with one (1) year seniority or more are laid off and not recalled for work for a period extending beyond twenty-four (24) consecutive months;

ii) if seniority Employees with less than one (1) year of seniority are laid-off and not recalled for twelve (12) consecutive months:

13.04 It shall be the responsibility of the Employees to notify the Company, in writing, promptly of any Change of their name, marital status, dependents, emergency contacts, complete address and telephone number (listed or unlisted) or changes of financial institutions or account numbers for direct payroll deposit. If an Employee fails to do so, the Company will not be responsible for failure of any notice or pay cheque to reach such an Employee.

13.05 Employees transferred to a position outside of the bargaining unit after the ratification of the collective agreement and Employees who held production classifications

at the time of their transfer prior to certification may, at the sole discretion of the Company, be transferred back to the bargaining unit at any time, reinstated to his former classification with full Company seniority, to a maximum of six **(6)** months.

13.06 A seniority list of employees shall be updated, once every three **(3)** months and posted on **Manac's** Information Bulletin Board, by the Company and shall show the seniority of each employee.

13.07 Seniority employees, retained on the seniority list while on lay-off, will accumulate seniority **during** such period.

ARTICLE 14

LAYOFF

*This Article is subject to **the** Letter of Understanding #3 and should a lay-off be necessary, the following shall apply:*

14.01 All Probationary employees shall be the first to be laid-off within their classification.

14.02 When the company deems it necessary to reduce the work force for two **(2)** work days or less, classification seniority by shift and within the department affected shall be the **guiding** factor, provided the remaining employees are capable and able to perform the work required. No employee shall be laid-off for more than two **(2)work** days, in a ninety **(90)** day period, under this provision unless he is the lowest seniority employee in that classification on that shift.

14.03 When the company deems it necessary to reduce the work force for more than two **(2)** work days but less than one **(1)** work week, classification seniority shall be the guiding factor, provided the remaining employees are capable and able to perform the work required in that classification.

14.04 When the Company deems it necessary to reduce the work force for one **(1)** work week or more, the Company will post a notice of lay-off with the names of those employees immediately affected which will additionally serve as a notice of lay-off for all employees who may be subsequently displaced through the bumping process. This notice shall be posted for at least two **(2)** working days, or, in accordance with Employment Standards provisions, whichever is greater, in advance of the lay-off date on **Manac's** Information Bulletin Board. A copy of which will be given to the Plant Chairperson or representative.

14.05 Subject to **14.04**:

- Employees will be bumped into higher classifications, provided they have the qualifications, skills, abilities, seniority and they have worked in that higher classification for at least **140** work hours within the previous nine **(9)** months:
- Employees will be bumped into a lateral classification, provided they have the qualifications, skills, abilities and are able to perform the work. When these factors are equal, seniority shall apply. Training will not be provided for purposes of bumping. Employees will be paid the rate of the job into which they have bumped in accordance with their length of service:
- For the purposes of bumping upwards or laterally the employee will be reclassified into the progression level of the new classification that is equivalent to his current rate or the next closest rate which cannot be lower than his current rate for the duration of the bump.
- Employees will be bumped into a lower classification by seniority, provided they are capable and able of performing the work. In such cases, employees will assume the rate of the lower classification according to their seniority in the progression scale.

14.06 Any Employee who refuses a transfer to the available work under clause **14.05**, will be laid-off.

14.07 In the event of an emergency where no work is available because of fire, lack of power, Acts of God, or for any other reason beyond the control of the Company, employees may be laid off and **14.01** through **14.05** shall not apply for the first working day of an emergency lay-off. The two day notice specified in Article **14.04** shall not be required for the duration of this emergency lay-off.

ARTICLE 15

RECALL

15.01 Recall of seniority Employees after layoff will be in the reverse order of layoff as outlined in the provision of Article Fourteen (**14**).

ARTICLE 16

JOBPOSTING

16.01 When a job vacancy exists for other than a temporary vacancy as defined by Article **17**, such openings shall be posted on the bulletin board for a period of one (**1**) calendar week, during which time seniority Employees may make application for such job vacancy on the prescribed company forms.

16.02 Seniority employees shall be permitted to apply for job postings. The successful applicant awarded the position will be entitled to only one (**1**) job posting per six (**6**) month period, unless they are posting to a higher classification, or have been moved from a previously held higher classification. Employees shall be permitted two (**2**) employee initiated shift changes per calendar year within the same classification.

16.03 Employee's bidding for a job vacancy, under this article shall be considered, by the Company, on the following factors, at the time of job posting:

a) qualifications, skills and abilities as specified on each Job Posting.

b) When factors in (a) are equal, then length of seniority will apply.

16.04 Employees reclassified, as a result of successful job bidding, who proves unsatisfactory or withdraws from the position up to twenty **(20)** days worked on the job, will be returned by the company to their former classification and shift and such employee will be subject to Article **16.02**;

During the assessment period the successful job bidder will maintain his current rate. On completion of the twenty **(20)** day's worked assessment period, the successful job applicant will be reclassified retroactively in the new classification. For the purposes of posting upwards or laterally the successful job applicant will be reclassified into the progression level of the new classification that is equivalent to his current rate or the next closest rate which cannot be lower than his current rate. Such employee will receive credit in the progression scale for the time spent at the equivalent wage rate on his last job. When job posting to a lower classification, employees will assume the rate of the lower classification according to their seniority in the progression scale.

16.05 Any subsequent job vacancies, created by successful job bidding, will be filled by the Job Posting procedure after the twenty **(20)** day's worked assessment period has been successfully completed if the job vacancies exist.

16.06 After having followed the job posting procedure, if there are no successful applicants within the bargaining unit, nothing contained in this article shall be construed to limit the Company's right to hire new qualified Employees from outside.

ARTICLE 17
TEMPORARYTRANSFER

- 17.01** An Employee temporarily assigned to a classification other than his regular classification, in any working day, shall be paid his regular base hourly rate of pay or the classification rate of the job to which he is transferred, whichever is higher.
- 17.02** A transfer shall be considered temporary provided it does not exceed thirty **(30)** calendar days, and during this period, will not be subject to the seniority provisions of this agreement. If such transfer exceeds this period, it will be declared as a job vacancy and filled by the Job Posting procedure, unless this period is extended by mutual agreement of the company and the union.
- 17.03** Vacant jobs created as a result of illness, injury or occupational accident or illness, or leave of absence shall be posted as temporary job vacancies for the duration of the illness, injury, occupational accident or illness, or leave of absence, when such a vacancy is expected to last at least thirty **(30)** days. Up to a maximum of two **(2)** subsequent vacancies created by the temporary job posting will be filled by the regular job posting procedures .
- 17.04** Temporary transfers will not be used to avoid job postings.

ARTICLE 18
NEWCLASSIFICATIONS

- 18.01** When management creates a new bargaining unit classification not covered by this Agreement, Management representatives will meet with the Shop Committee and advise the Committee of the Classification and wage rate it has established for the job. If the Committee is not in agreement with the wage rate established for the new Classification, and the Committee and Management can

not resolve the difference, then the Committee could treat the matter as a policy grievance.

The **12** month rate for any new classifications established shall not be less than the probationary rate for the General Assemblers classification.

An employee who may be assigned a job within this new classification in question, shall nonetheless fully perform such job in the manner required by the company.

- 18.02** In the event that the Shop Committee and the Company agree upon a rate different than was originally established by the Company, the new rate shall be retroactive to the date upon which implementation of the new classification became effective.

ARTICLE 19 EDUCATION

- 19.01** Employees seeking external training or planning to attend relevant educational programs, must complete the Educational Reimbursement Program form and receive approval prior to the commencement of the course. Such final approval shall be granted by the Human Resources Manager. Following successful completion of approved programs, **Manac** shall reimburse **100%** of cost of the program as detailed on the Educational Reimbursement Program form. Upon reimbursement, all material becomes the property of **Manac**.

ARTICLE 20
PAID HOLIDAYS

20.01 The following shall be considered as paid holidays under the terms and conditions of the collective agreement.

PAID HOLIDAYS - current practice to be maintained

New Years Day	Day after New Years
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Eve	Christmas Day
Boxing Day	
One floater per vacation period	

20.02 An employee absent from work on any part of his last scheduled working day immediately **preceeding** or following any of the paid holidays listed in Clause **20.01**, shall not be entitled to pay for the holiday unless he has a valid reason acceptable to the company.

20.03 An employee will also not be paid for a paid Holiday if;

- (a) is employed for less than three **(3)** months;
- (b) has not earned wages on at least eight **(8)** days during the four **(4)** work weeks immediately preceding a paid holiday;
- (c) if the Employee is collecting Workers' Compensation benefits or any disability benefit for non-occupational sickness or injury,
- (d) **if the Employee** is away from work on a leave of **absence**.

20.04 The following arrangements may be exercised by the Company, if a paid holiday falls within an Employee's annual vacation; an Employee may be allocated an additional day in his vacation, or at a later date, or may be granted another days' pay in lieu of additional time.

- 20.05** Employees eligible for payment of a paid holiday will be paid on the basis of their applicable base hourly rate, multiplied by ten **(10)** hours **when** working a ten (10) and twelve **(12)** hour shift, or payment for an eight **(8)** hour shift with the base hourly rate, multiplied by eight **(8)** hours.
- 20.06** If any of the paid holidays listed in clause **20.01** falls on a day not normally scheduled as a work day (and has not been replaced by another day, by statute or decree), such holiday, at the Company's discretion, may be observed either on the previous or following plant regularly scheduled workday, or another day mutually agreed upon by the parties:

ARTICLE 21

VACATIONS

- 21.01** Vacation leave entitlement shall be based on an employee's anniversary date of continuous service with the company. For the purpose of calculating vacation pay, the determination period will be the year commencing June **1st** through May **31st** and as follows:
- (a) Employees with less than ten **(10)** months of continuous service as of May **31st** of each year, will be permitted one regular scheduled day of vacation, for every completed month of service, to a maximum of eighty **(80)** hours. Vacation pay will be four percent **(4%)** of the employees earnings for the year.
 - (b) Employees who have ten **(10)** months of continuous service or more, as of May **31st** of each year, will be permitted two **(2)** weeks off. Vacation pay will be four percent **(4%)** of the employee's earnings for the year.
 - (c) Employees who have five **(5)** years of continuous service or more, as of May **31st** of each year, will be permitted three **(3)** weeks off. Vacation pay will be six percent **(6%)** of the employee's earnings for the year.

(d) Employees who have ten (10) years of continuous service or more, as of May 31st of each year, will be permitted four (4) weeks off. Vacation pay will be eight percent (8%) of the employee's earnings for the year.

Vacation leave shall be taken between June 1st and May 31st of the following year. Employees entitled to vacation will submit their requests by May 1st of each year and they will be offered first choice of available vacation dates in order of seniority, provided that the employer shall be entitled to maintain a qualified and adequate workforce.

- 21.02 The period or periods during which Employees may take his vacation shall be determined at the discretion of the Company.
- 21.03 In the calendar year an employee becomes eligible for a vacation percentage change it shall be calculated as of May 31st of the year.
- 21.04 Vacation pay shall be calculated as follows: gross earnings shall mean wages received from the Company as taxable income during the twelve (12) month period June 1st through May 31st, minus vacation with pay.
- 21.05 Vacation pay will be paid no later than on the regular pay in the first week of July of each year.
- 21.06 The Company and the Union **recognize** that vacations are for the purpose of rest and relaxation. Therefore, Employees must take their allowed vacation time off. Vacations cannot be carried from one year to the next.
- 21.07 On termination of employment for any reason, including permanent lay off, an employee shall receive pay in lieu of vacation on a pro-rata basis as related to the provisions herein.

ARTICLE 22
VACATION PLANT SHUTDOWN

22.01 In the event the Company chooses to schedule a plant shut-down for the purpose of scheduling vacations, and it requires any employees to work during that period, the following special rules will apply notwithstanding any thing else in the collective agreement:

- a) The Company will post a sign-up sheet no later than one **(1)** calendar week in advance of the shut-down period;
- b) The Company will provide the Union with the names of the employees who apply to work during the shut-down period;
- c) The Company will choose the senior employee(s) within the required classification(s) who possess the required skill and ability to perform the work;
- d) The Company will post the list of successful applicants;
- e) If any overtime is required during the shut-down period, it will be offered to the employees who are working during the shut-down. Such overtime will be offered in order of classification seniority, subject to the employee possessing the required skill and ability to perform the work;
- f) Any such overtime is not subject to the overtime **equalization** provisions of the collective agreement.

ARTICLE 23
HOURS OF WORK

23.01 Normal hours of work for a three (3) shift ten (10)/twelve (12) hour workday operation are:

Shift 1 (Mon. -Thurs.) **7:00am - 5:30pm (10 hrs.)**

Shift 2 (Mon. - Thurs.) **5:45pm - 4:15am (10 hrs.)**

Shift 3 (Fri. -Sun.) **6:00am - 6:30pm (12 hrs.)**

- OR -

Normal hours of work for a two shift, eight (8) hour workday operation are:

Shift 1 (Mon. - Fri.) **7:00am - 3:30pm (8 hrs.)**

Shift 2 (Mon. - Fri.) **3:45pm - 12:15am (8 hrs.)**

In the event it becomes necessary for the Company to change from a ten (10) hour workday to an eight (8) hour workday as indicated above, the Company will discuss and solicit input from the shop committee, before making the final decision on such change.

The Company will advise employees and the shop committee, three (3) weeks prior to the change in working hours as indicated above.

The shifts specified above are on a non-rotating basis. Shift preference shall be given to employees according to seniority as per **16.02**.

23.02 Major changes to the working hours to any other shift arrangement other than outlined in **23.01**, must be mutually agreed upon. Altering or adjusting shifts, one hour either way of working hours, or, temporarily adjusting shifts due to emergencies, will not be construed as a major change.

23.03 In the event it becomes necessary for the company to create shift patterns other than those specified in **23.01** for Maintenance department, the following shifts could be implemented after discussion with the Shop Committee:

Shift 1 (Tues.- Fri.)	7:00am - 5:30pm (10 hrs.)
Shift 2 (Tues.- Fri.)	Midnight - 10:30am (10 hrs.)
or	4:00 am - 2:30pm (10 hrs.)
Shift 3 (Fri.- Sun.)	7:00pm - 7:30am (12 hrs.)

The Company will advise employees and the shop committee, three **(3)** weeks prior to the change in working hours as indicated above, unless less notice is mutually agreed upon.

Major changes to the working hours to any other shift arrangement other than outlined in **23.01** and above, must be mutually agreed upon. Altering or adjusting shifts, one hour either way of working hours, or, temporarily adjusting shifts due to emergencies, will not be construed as a major change.

23.04 The normal hours of work as defined in **23.01, 23.02** or **23.03** are intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.

23.05 A meal break of thirty **(30)** minutes unpaid, will be provided for all Employees, at a time to be determined by the company.

23.06 A meal break of thirty **(30)** minutes paid and thirty **(30)** minutes unpaid, will be provided for all Employees on the third shift, at a time to be determined by the company.

23.07 A paid rest period of fifteen **(15)** minutes duration will be granted during each half shift for shifts one and two, at a time to be determined by the company.

23.08 One paid rest period of a fifteen **(15)** minutes duration will be granted for the third shift, at a time to be determined by the company.

23.09 A paid rest period of fifteen **(15)** minutes duration will be granted between the regular shift and overtime. Provided such overtime follows the regular scheduled shift and is at least two **(2)** hours in duration.

ARTICLE 24 OVERTIME

24.01 Hours worked in excess of the number of regular hours required in a work day will be paid at time and one-half **(1 1/2)** the base hourly rate.

24.02 Hours worked on a Friday or Saturday or Monday for shifts that are not normally scheduled to work on a Friday or Saturday or Monday, will be paid at time and one-half **(1 1/2)** the base hourly rate.

24.03 Hours worked on a Sunday, for shifts that are not normally scheduled to work on Sundays will be paid at two **(2)** times the base hourly rate.

24.04 Hours worked on paid holidays, as defined by Article **20**, will be paid at time and one-half **(1 1/2)** the base hourly rate, in addition to the holiday at straight time.

24.05 Hours worked on shifts normally scheduled on Fridays, Saturdays, Sundays or Mondays will not be considered as overtime.

24.06 For shift three, overtime hours worked on days not normally scheduled, will be paid at a rate of time and one half **(1 1/2 x)** for the first ten **(10)** hours of overtime worked during the same work week. Any overtime hours worked on days not normally scheduled that exceed **ten(10)hours** during the same work week will be paid at a rate of double time **(2x)**.

Overtime distribution will be effected as follows:

Employees will be offered overtime opportunities on a rotational basis, in order of classification seniority, provided he/she possesses the required skill and ability to perform the available work, and provided he/she is present in the plant at the time overtime is offered. However, the Company will make an attempt to contact an otherwise eligible employee by telephone if the employee is out of the plant on Union leave of absence.

There shall be overtime rotation lists as follows. One list shall be kept for each shift regarding overtime opportunities that take place during Monday to Thursday. One list shall be kept for each shift regarding overtime opportunities that take place Friday and Saturday. One overall plant-wide list shall be kept for each shift regarding overtime opportunities that take place Sunday.

If an employee believes he/she has been incorrectly denied the chance to work an overtime opportunity, this must be brought to the Team Leader's attention within one (1) working day. If the employee's concerns are correct, he/she will be offered the next overtime opportunity that becomes available within their classification for which he/she possesses the skills and ability.

24.07 Overtime and premium rates of pay will not be pyramided.

24.08 All overtime is voluntary, except in the case of emergency situations when volunteers with the necessary skills are not readily available to perform the work required, or where the company decides it is preferable to offer training during overtime hours. Should not enough volunteers be available, the least seniority employees within the department and classification with the qualifications, skills and abilities to do the job, will be required to perform the overtime work. Increases beyond planned production line output will not be considered an emergency.

Where the Company schedules training during overtime hours, the overtime will be voluntary if less than two (2) calendar weeks' notice has been given.

- 24.09** Overtime opportunities specifically designated for training shall not be subject to any collective agreement requirements concerning overtime allocation.

ARTICLE 25 CALL BACK PAY

An employee who has completed his shift and who has left the property and is called back to perform additional or emergency work will be paid for the time actually worked at the applicable rate.

Employees called back under this clause will be offered the equivalent of half a shift of work at the applicable rate.

ARTICLE 26 SHIFT PREMIUMS

- 26.01** A shift premium of sixty cents per hour (**\$0.60**) shall be paid to all Employees working on the second shift, subject to modification as provided in Article 23. An overtime shift scheduled to begin on a Friday, Saturday, or Sunday between the hours of **5:45** p.m. and **4:15** a.m. will be considered as working on the second shift.

- 26.02** Employees working on the third shift shall be paid a shift premium of four (**4**) hours pay at base hourly rate, after having worked thirty-five (**35**) hours per pay period, subject to modification as provided in Article 23.

The one grace hour per week does not preclude employees from occasions under **Manac's** Attendance Promotion Program. Employees who are not able to work the required **35** hours, as a result of being sent home early or shift cancellations by the company due to lack of work, will continue

to be credited for those unpaid hours when calculating premium eligibility.

- 26.03** Scheduled shifts which commence during one shift premium period and end in another shift premium period shall be paid the shift premium of the shift that the majority of hours was worked.
- 26.04** Shift premium will be paid on hours actually worked and will not be included for the purposes of calculating overtime.

ARTICLE 27

OCCUPATIONAL ACCIDENTS OR ILLNESS

- 27.01** When an Employee suffers an occupational accident on the Company premises during his working hours, and requires treatment, such Employee will be paid his base hourly rate for the balance of his shift, if the doctor or hospital does not return him to work for the balance of his shift.
- 27.02** Any Employee's reinstatement after an accident or illness of greater than two (2) workdays is conditional on his supplying a properly completed **Manac's** Medical Information for Return To Work from a certified physician that he is fully or sufficiently recovered from the accident or illness which caused his absence. **Manac** will pay a certified physician up to **\$15.00** for properly completing **Manac's** Medical Information for Return to Work form. Any costs in excess of **\$15.00** must be **pre-approved** by the Human Resources Team. **Manac** reserves the right to assign duties which accommodate the limitations of the employee as detailed in the Return to Work Report or as determined by the Workers' Compensation Board.
- 27.03** When such Employee returns to work he will be reinstated to his former classification.
- 27.04** The Company will offer transportation to the hospital or the company doctor's office, and then back to the plant, on the day of the injury only.

ARTICLE 28
HEALTH AND SAFETY

- 28.01** The Company and the Union **realizing** the benefits to be derived from a safe and healthy place of employment, agree that they, together with all Employees, the Plant Committee and Team Leaders or Supervisors or his representative, **will** comply with applicable legislation and will co-operate to the fullest extent to promote safe work practices, healthy conditions and the enforcement of Safety Rules.
- 28.02** Safety equipment and devices will be determined by the Company in accordance with the provisions of the Health and Safety Legislation of the Province of Ontario, and will be supplied by the Company in those areas requiring the use of such protective measures.
- 28.03** The Company established Joint Health and Safety Committee will be composed of three **(3)** worker representatives, one **(1)** of which will be the Co-Chairperson. The Worker Representatives will be appointed or elected by the union and such representatives will be an active seniority bargaining unit employee. The Joint Health and Safety Committee **(JHSC)** will also be comprised of up to an equal number of Management Representatives. The Committee will hold monthly meetings unless it is **mutually** agreed that the meeting will be **re-scheduled** at a later date. The function of the Committee shall be to advise the Plant Management concerning Health and Safety matters, but not to handle grievances.
- A Worker and a Management representative from the Joint Health and Safety Committee shall investigate all lost time accidents and submit a written report to Plant Management within a reasonable period of time.
- 28.04** Whenever employees are required to wear Company approved safety boots, gloves, safety glasses, hearing

protection, hard hats and protective clothing in required areas as a condition of employment, these items will be paid for by the Company, according to company policy.

The company will maintain its current practice of reimbursing employees for safety boots purchased up to **\$80.00** per year once each twelve (12) month period from the date of last purchase, subject to submission of an original merchantis receipt. The Company will also maintain its current practice of reimbursing employees up to **\$80.00** for a second pair of safety boots during that twelve (12) month period when, in the opinion of the employee's Team Leader, the employee's first pair has become too worn or damaged on the job to provide the level of protection required.

28.05 The Company shall make available to the Joint Health and Safety Committee a complete copy of all Material Safety Data Sheets that are available in house.

28.06 The company and the union recognize the necessity to train all employees in safe and healthy work practices. Therefore, the company will ensure the employee will receive eight (8) hours of health and safety training during each year of this agreement. The company will also provide one week of safety training for the employee representatives of the Joint Health and Safety Committee in each year of the collective agreement. The company will consider all recommendations from the JHSC in determining training priorities and requirements. At the company's discretion, members of the JHSC may deliver the established training programs.

Training shall be continued to be supplied to the Joint Health and Safety Committee as mutually agreed to by the JHSC and the Company.

28.07 The National and/or Local 1285 Health and Safety Representative will be allowed access to the plant after having obtained permission from the company.

ARTICLE 29
TECHNOLOGICAL CHANGE

Technological change is defined as changes in technology to the equipment that significantly differ from that previously utilized by the Company. In the event of technological changes as defined above, the Company shall give the union as much advance notice as possible and will discuss with the union any anticipated impact on the workforce resulting from these changes.

Any employee who is displaced from his job as a result of technological change shall have an opportunity to maintain a position within the same classification for which he is capable and able to perform and he has the seniority. The company will provide a training period of up to twenty (20) work days to permit displaced employees to maintain a position within their classification. Should the employee not possess adequate seniority then he will be permitted to use the bumping procedure as per Article 14.05.

ARTICLE 30
LEAVES OF ABSENCE

30.01 Personal Leave of Absence

A personal leave of absence, without pay, for a valid reason, acceptable to the Company may be requested for a period not to exceed up to one (1) calendar month, providing such leave does not disturb the efficiency of the Employee's work area, or plant, and such application is made to the Supervisor or his representative at least one (1) working week prior to the leave of absence, in writing, and written approval is obtained from the Supervisor or his representative. In cases of emergency, the company will consider a shorter notice period.

When such employee returns to work, he shall be reinstated to his former classification, seniority permitting.

Employees who have been granted a leave will continue to accumulate seniority **during** this period.

30.02 Educational Leave of Absence

A leave of absence for a period not to exceed one **(1)** year without the loss of seniority will be granted for the purpose of full-time attendance in a government accredited high school, college, university, trade or technology school. Such leave of absence will be available for up to two **(2)** employees per shift at any one time. Only one **(1)** employee who works in the skilled trades classifications will be permitted to be absent under this article at one time.

The employee must submit a request for such leave of absence, along with proof of acceptance or proof of enrolment, at least two **(2)** calendar months prior to the start of the leave. During the leave, and upon completion of each semester or term, the employee shall submit proof of attendance during such semester or term. The request will include a start date and end date of the leave of absence, and the dates of each semester or term.

The employee shall notify the Company within one **(1)** calendar week if he/she withdraws from the program or ceases to attend classes. Failure to do so will result in the employee being considered absent without leave.

Upon completion of the program, ceasing attendance in or withdrawing from the program, the employee shall notify the Company in writing of his/her desire to return to work. Upon receipt of that notice, the Company will have one **(1)** calendar week to return the employee to his/her previous classification and shift, seniority permitting.

Seniority will continue to accumulate during such leave. Courses taken during such leave are not eligible for reimbursement under the Company's Educational Reimbursement Program.

30.03 Political Office Leave of Absence

An employee with seniority who has been elected to a full-time federal, provincial, or local public office, will receive a leave of absence without pay for the period of his/her first term in such office. Seniority will continue to accrue during the leave of absence. Application for such leave of absence must be made in writing no later than one **(1)** calendar month prior to the leave of absence.

An extension to such leave of absence may be granted at the Company's discretion.

The employee must deliver to the Manager of Human Resources, an application for reinstatement, in writing, no later than one **(1)** calendar week from the time he/she officially vacates such public office. Seniority permitting, the employee will be reinstated to his/her last position with the Company, at the same level of pay on the pay grid last received in that position.

30.04 Union Leave of Absence

An employee elected or nominated by the Union to attend Union conventions or meetings shall be granted a leave of absence without pay, but with full accumulation of seniority, for a period not to exceed up to **30** days. The Supervisor or his designate is given a minimum one **(1)** working weeks notice in writing prior to the actual date of the leave, and not more than three **(3)** employee shall be granted such a leave of absence at any one time. The leave of absence will not be granted if it creates a void of skills within the trades classifications which cannot be replaced.

The company will consider a shorter notice period for emergency meetings.

All requests for Union Leave will specify the nature of the union business along with the departure and returning dates

When the representative returns to work, he shall be reinstated to his former classification.

30.05 National Union Leave of Absence

An employee with seniority who has been elected or appointed to a full-time position in the Local Union or National Union shall be granted a leave of absence without pay or benefits for a period of one year. Application for such leave of absence must be made in writing no later than one (1) calendar month prior to the leave of absence.

Such leave of absence will be extended for a one (1) year period, renewable annually at the request of the Union.

The employee must deliver to the Manager of Human Resources, an application for reinstatement, in writing, no later than one (1) calendar week from the time he/she officially vacates such position. Seniority permitting, the employee will be reinstated to his/her last position with the Company, at the same level of pay on the pay grid last received in that position.

30.06 Bereavement Leave of Absence

If a death occurs in the family of an employee with seniority, a paid bereavement leave of absence will be available to such employee on the following basis:

One work week – Mother, Father, Spouse (including same sex partner), Son, Daughter

Three working days – Step-son, Step-daughter, current Step-parent, Brother, Sister, Mother-in-law, Father-in-law

Two working days – Brother-in-law, Sister-in-law

One working day – Grand parent

Such leave must commence within seven (7) calendar days of the death. Proof of death may be required.

The Employee will notify his Team Leader or Supervisor, or his representative, in the event bereavement leave is required.

30.07 Pregnancy and Parental Leaves of Absence.

A Pregnancy/Parental Leave of Absence **will** be granted in accordance with the Employment Standards Legislation **R.S.O. 1980.**

An extension of this leave will be granted by the company, provided the employee is unable to return due to justifiable medical reasons, submitted by the attending physician on **Manac's** Medical Information for Return To Work on a monthly basis, to the Human Resources team and the length of such requested extension shall not exceed six **(6)** months.

ARTICLE 31

REPORTING-IN PAY

31.01 Employees reporting for work on their regularly scheduled shift, who have not been notified not to report for work, will be required to work a minimum of half the regular scheduled shift, or, at the discretion of the company giving pay in lieu of working half the regularly scheduled shift, at their regular base hourly rate.

31.02 This provision will not apply when such a lack of work is due to Acts of God, fire, flood, utility failure, governmental requirements.

ARTICLE 32

JURY DUTY/SUBPOENAED WITNESS

32.01 A seniority employee who is called for service on jury duty or as a subpoenaed witness, or is called to serve or testify at a coroner's inquest, shall be excused from work for the days on which he/she so serves. He/she shall receive, for each such day of service which would otherwise have been worked, the difference between his regular daily earnings (less overtime and shift premium) and the payment he receives for such service. The employee

will present proof of service and the amount of pay received. Employees are expected to report back to work if excused **early** or excused for an entire day, time permitting.

32.02 Payment of the above will not apply to an Employee who is subpoenaed for arbitration, Workers' Compensation purposes or cases where the employee or the company is the plaintiff or defendant.

ARTICLE 33

TRADES-TOOLS

33.01 As a condition of employment, the following trades classifications will provide the normally required tools to perform the full functions of their trade. Specialty tools as determined by the company will be supplied by **Manac**. All tools purchased by **Manac** remain the property of **Manac**.

- Mechanic Millwright
- General Machinist
- Industrial Electricians
- Trailer/ Class A Mechanics
- Tool and Die Makers

Certified Trades employees must be fully qualified Ontario Journeypersons and they must maintain their Certification as a condition of employment.

33.02 Additional trades added during the life of this collective agreement will fall under the conditions set out herein.

ARTICLE 34
JOB CLASSIFICATIONS AND WAGE RATES

The Hourly Wage Rates for the Job Classification covered In this agreement, are outlined in the Schedule "A" of this agreement and by reference herein are made part of this agreement.

ARTICLE 35
EMPLOYEE BENEFITS

The Employee Benefits Section is designated Schedule "B" of this agreement and by reference herein are made part of this agreement.

ARTICLE 36
PAYMENT OF WAGES

The current practice of direct deposit will continue for all employees.

All legitimate pay shortages will be paid, if possible, on Thursday for shortages payable on that weeks pay, providing such shortages are due to the Company's error.

An employee who is upgraded shall have his wages adjusted on the date of such assignment.

ARTICLE 37
PLANT CLOSURE

In the event that the Company must permanently discontinue operations and close its plant, the Company will give as much advance notice as possible to the union and the employees.

The Company shall comply with all the requirements of the Employment Standards Act governing such situations and furthermore, the Company will work in cooperation with the

union, relative to the well-being of the employees. To that effect, a joint adjustment committee will be formed to explore all possible avenues to assist employees in their search for alternative employment.

ARTICLE 38 AGREEMENTS

The Union agrees that this agreement constitutes the entire agreement between the parties and that any and all previous agreements, supplementary agreements, letters of intent, understanding, etc., whenever made and whether or not reduced to writing, are hereby **canceled** and that, effective upon the signing of this agreement the Company's obligations respecting conditions and Employee benefits are limited exclusively to those specifically stated in this agreement.

ARTICLE 39 DURATION OF AGREEMENT

This agreement shall become effective the eighteenth (**18th**) day of September, **1999**, and shall remain in effect until the seventeenth (**17th**) day of September, **2002**, inclusive; and either party may give notice, in writing, to enter into negotiations for the purpose of amending any of the terms of the collective agreement within a period of no more than sixty (**60**) days prior to the date of termination.

Signed by the parties hereto this 1st day of November 1999, in Orangeville, Ontario

**ON BEHALF
OF THE COMPANY:**

Robert Greenop

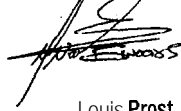


Russ Tattersall



Pierre Tanguay

Bill Woods



Louis Prost

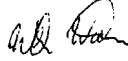
Janice Stubbs

**ON BEHALF
OF THE UNION:**

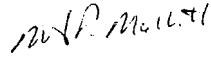
Tom Dattilo



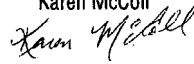
Bill Wallen



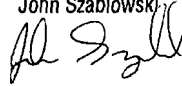
Mike Mallet



Karen McColl



John Szablowski



Wayne Biegel

SCHEDULE "A"
JOG CLASSIFICATIONS AND WAGE RATES

Schedule "A" constitutes the Pay Equity Plan in accordance with the Pay Equity Act.

Year A – Ratification

Year B – September **18, 2000**

Year C – September **18, 2001**

Salary Grade	Classification
A	General Assemblers
8	Welder-Assemblers
	Painters
	Machine Operators
C	Maintenance Mechanic
	Millwright
	Industrial Electricians
	General Machinist
	Tool and Die Makers
	Class "A" and Trailer Mechanics

Ratification	A	B	C
Prob. Rate	12.82	13.85	20.95
3 months	13.33	14.46	21.46
6 months	14.46	15.69	21.46
12 months	15.49	16.92	21.98
Year 2	A	B	C
Prob. Rate	13.32	14.35	21.70
3 months	13.83	14.96	22.21
6 months	14.96	16.19	22.21
12 months	15.99	17.42	22.73
Year 3	A	B	C
Prob. Rate	13.82	14.85	22.45
3 months	14.33	15.46	22.96
6 months	15.46	16.69	22.96
12 months	16.49	17.92	23.48

SCHEDULE "B"
EMPLOYEE BENEFITS

A. PENSION PLAN

The Company will offer the admissible employees (as defined by the Quebec Pension Commission) to join, on a voluntary basis, the non-contractual, Company administered Defined **Contributions** Pension Plan. The employees obligatory contributions for the duration of the collective agreement will be **2%** of earnings during the first year and **3%** for the second and third years. The Company will match the employees obligatory contributions.

As of January **1, 1997**, plan participants will be entitled to make voluntary contributions into the plan up to a combined maximum of **5%** of obligatory and voluntary contributions. The Company will not match the employees voluntary contributions.

On an annual basis, each participating employee will receive a **personalized** statement indicating the employee and employer contributions plus interest for the year plus the cumulative amounts to the date of the statement.

The Union Committee and the employees will also be informed on an annual basis, on the various aspects of the administration of the plan, the management of the fund and **its** performance.

B. GROUP INSURANCE PROGRAM

The Company agrees to offer the employees a Company administered group insurance program.

The details of the benefits covered under this program are described in the plan document and **summarized** in the booklet supplied by the insurance carrier.

In addition to the benefits above, the following coverage will constitute part of this agreement

- Upon ratification of the agreement, the Company will increase its premium coverage from **80%** to **90%**. The short term disability waiting period for illness will be reduced to three **(3)** working days. The coverage for the removal of teeth will be increased from **50%** to **80%**.
- Effective the second year of the contract, the Company will increase its premiums coverage to **100%**. The coverage for **endodontic, periodontic**, oral surgery, **prosthodontic** and major restorative services will be increased from **50%** to **80%**.
- Effective the third year of the contract, the Company will maintain its premiums coverage to **100%**. Orthodontic services will be available to employees. The coverage will be **50%** and will include a maximum life time coverage of **\$1,500.00** for dependent children up to and including **17** years of age.

LETTER OF UNDERSTANDING #1

REF: National Day of Mourning

The Company agrees to allow employees one minute silence at **11:00** a.m. on April **28th** of each year in observance of those workers killed on the job.

LETTER OF UNDERSTANDING #2

REF: Copy of Collective Agreement

The Company agrees to assume one hundred percent **(100%)** cost of providing a copy of the collective agreement in booklet form to all employees within a reasonable period of time following ratification.

The union will be provided with twenty **(20)** additional copies.

LETTER OF UNDERSTANDING #3

REF: Welder-Assembler Training

This letter of understanding will be in force for six **(6)** months following the ratification of this collective agreement and may be subject to renewal by mutual agreement. Based on the recent start up of the **Orangeville** operations, certain provisions must be made so that **Manac** can maintain a workforce that can provide the necessary skills when needed and at the same time maintain a certain level of continuity for both the employees and the company.

Hence, it is **recognized** that a variation of skills will be required as a result of contract changes. This requires flexibility for some employees to work in multiple classifications during this six **(6)** month period and may create some minor seniority disparities at times. Staffing adjustments to **minimize** seniority disparities and to ensure the required skills are available to complete the contracts on backlog will occur once per month on the first day of each month.

After a discussion with the Chairperson or a Committeeperson in his absence, **Manac** will determine the necessary manpower requirements for the month as required by the manpower planning schedule and should a lay-off be necessary Article Fourteen **(14)** shall apply once the skills requirements are met for the month.

For the first six **(6)** months following the ratification of this collective agreement, the Company will post within the first thirty **(30)** days following ratification of this agreement, for Welder-Assembler training under the following conditions:

- **A** special Welder-Assembler training notice shall be posted and training will be made available to all seniority General Assemblers;

*This notice will remain on the bulletin board for three **(3)** working days;

- For the purpose of this special Welder-Assembler program, the applicants will be selected on the basis of Seniority;
- **This** training program will not exceed five hundred (500) hours and while on training, the employees will be paid at their current General Assembler's rate;
- The training activities will cease if an employee decides not to continue the program or if the Company determines that the employee's progress is not satisfactory;

Successful completion of this training program will permit the employee to exercise his bumping rights subject to **12.05**, and the time spent in the training program will be **recognized** towards the one hundred forty (140) practical experience hours outlined in **12.05**.

LETTER OF UNDERSTANDING #4

REF: Trades Apprenticeship

If the company experiences significant growth during the life of this Agreement, the company and the union will discuss the feasibility of establishing a trades apprenticeship program.

LETTER OF UNDERSTANDING #5

REF: Joint Ergonomics Committee

Within six months following the ratification of this agreement, the parties will form a joint committee which will discuss ergonomics issues related to the operation. This committee can make recommendations to management through the Joint Health and Safety Committee for management consideration.

LETTER OF UNDERSTANDING #6

REF: Hot Weather Conditions

Manac is committed to providing a safe work environment, awareness training and as much comfort as possible to prevent heat-related illness.

The following measures will be maintained by **Manac** when the company believes it is necessary:

ENGINEERING CONTROLS

- **Manac** will continue to maintain an air conditioned cafeteria
- Increase air movement through the use of fans in the plant
- Where possible, reduce the physical demands of work tasks through increased **utilization** of cranes and lift trucks

ADMINISTRATIVE CONTROLS

- Provide cool drinking water near workers
- *Training of supervisors and employees to **recognize** symptoms of heat stress
- Extended break periods
- Frozen **freezies** will be available in cafeteria during rest periods

PERSONAL PROTECTIVE EQUIPMENT

- Head sweat bands are available

LETTER OF UNDERSTANDING #7

Ref: Incarceration Leave of Absence

In addition to the personal leave of absence outlined in Article **30.01** a leave of absence will be permitted, for up to a maximum of **90** calendar days, for the purpose of serving incarceration time as a result of a motor vehicle related incident. This leave will be granted, if required, once in a lifetime of an employee.

LETTER OF UNDERSTANDING #8

Ref: Paid Education Leave

Effective upon ratification, the Company agrees to pay into a special fund, one cent (**1¢**) per regular straight

time hours worked per employee. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions.

Such moneys to be paid on a quarterly basis into a trust fund established by the National Union. **CAW**, and sent by the Company to the following address: **CAW** Paid Education Leave Program, Box **897**, Port Elgin, Ontario **N0H 2C0**.

The Company further agrees that members of the bargaining unit, selected by the union to attend the courses, will be granted a leave of absence without pay for twenty (**20**) days of class time plus travel time where necessary. Said leave of absence to be intermittent over a twelve month period from the first day of leave. Only one employee from a classification will be permitted to attend at any one time. Employees on unpaid leave of absence will continue to accrue seniority and benefits during such leave.

LETTER OF UNDERSTANDING #9

Ref: Substance Abuse

During negotiations the Company and the Union discussed substance abuse as it affects the employees. In addition to the serious consequences to the individual, both parties **recognize** that substance abuse contributes to absenteeism and turnover and other disruptions of the workforce and it can adversely affect safety, job performance and employee morale.

The company **realizes** the importance of a cooperative effort between management and the **CAW** and members in this regard. As a result, it may be appropriate for the union and the company to review and discuss these problems from time to time, with a view to providing assistance to addicted employees.

LETTER OF UNDERSTANDING #10

Ref: Trades Tools and Meal Allowance

The Company agrees to replace tools broken on the job, or tools which have been stolen from the workplace, with tools of an equivalent quality. The Company will continue its current practice of providing a meal allowance after completion of a regular scheduled shift where approved overtime exceeds two (2) hours at the end of a shift.

LETTER OF UNDERSTANDING #11

Ref: Exemptions from overtime equalization

The parties agree that all overtime hours **utilized** by the Joint Health and Safety Committee members conducting joint health and safety committee work as well as all safety training for all employees, will not be counted for the purposes of overtime **equalization**.

LETTER OF UNDERSTANDING #12

Ref: Mediation Arbitration

Where any issue grieved by either party is properly referred to arbitration following **Step-2** of the grievance procedure, the parties may jointly and voluntarily agree to refer any such grievance for resolution to the following Mediation/Arbitration procedure:

1. The Company and Union must be in agreement on the grievance(s) to be referred to this process;
2. A mediator/arbitrator shall be chosen by mutual agreement. Each party will submit a single name. If unable to agree, the mediator/arbitrator will be chosen by lottery.
3. Each party shall share equally in the expenses and remuneration of the mediator/arbitrator;
4. The mediator/arbitrator will set a date for the hearing, within a reasonable time period, and choose a neutral location to conduct the hearing;

5. The Company and Union will **endeavor** to agree upon a joint written statement of facts. Such **joint** written statement will be supplied to the mediator/arbitrator no later than one **(1)** calendar week prior to the hearing;
6. Where unable to agree upon a joint written statement of issues and facts, each party shall put its full version of the issues and facts in writing, and deliver a copy (and any supporting documentation) to the other party and the mediator/arbitrator no later than one **(1)** calendar week prior to the hearing. Neither party may introduce issues or facts not presented to the other party in **#5** above.
7. Such written statement of issues and facts as enumerated in **#5** and/or **#6** above may not be used or referred to in any forum other than the hearing for which it is prepared, and is completely without prejudice to either **party's** position in proceedings other than the hearing for which it is prepared;
8. The mediator/arbitrator will confer privately and separately with each party and attempt to mediate a settlement. If the mediator/arbitrator so chooses, a joint meeting may be convened to clarify any matter that, in the opinion of the mediator, is so required.
9. If the mediator/arbitrator is unable to effect a settlement between the parties, either party may withdraw the grievance from the process or both parties will request the mediator/arbitrator to rule on the grievance.
10. **Once** the parties have agreed to have the mediator/arbitrator rule on the grievance, the mediator/arbitrator shall possess the same jurisdiction as an arbitrator appointed in accordance with the collective agreement, except that there will be no formal testimony or evidence.

11. Any settlement or award produced as a result of this proceeding will be binding only in respect of that particular grievance and will neither set a precedent for future disputes nor be relied upon or referred to in other proceedings.
12. Any grievance referred to this process may be withdrawn from the process at any time prior to both parties requesting the mediator/arbitrator to issue a ruling on the grievance.
13. When a request is made for the mediator/arbitrator to rule on the grievance, the parties will present argument only, as the facts will be as contained in the statement(s) of issues and fact. Such argument may be made orally or in writing.
14. The normal onus of proof shall apply, as shall the normal order of presenting argument.
15. The parties may agree to change this process by mutual consent at any point in time.

LETTER OF UNDERSTANDING #13

Ref: Profit Sharing

Employees who receive a written warning will no longer be ineligible for the Company's Profit Sharing program. In addition, once an employee's profit sharing payment is calculated, the Company will not subsequently reduce it because of the employee's attendance record.

The Company retains the right to change, replace, or revoke all other aspects of its profit sharing plan at its sole discretion, and no arbitrator shall have any jurisdiction regarding any aspect of the plan or its administration, except for whether paragraph 1 above has been complied with.

LETTER OF UNDERSTANDING #14

Ref: Rest Area at Rear of Plant

The Company undertakes to place a rest area for employees, located at the North end of the plant, where they may eat and/or drink during their breaks and lunch period.

LETTER OF UNDERSTANDING #15

Ref: Cross reassignment between Welder Assembler and General Assembler

The parties agree that the Company retains its right to reassign General Assemblers to the Welder Assembler classification, and vice versa. However, General Assemblers will not be temporarily assigned to the Welder Assembler classification if there are Welder Assemblers performing the job of a General Assembler at that time. This does not include situations where a General Assembler performs "tacking" or other minor welding activities as part of his/her normal job functions.

In the event an improper work assignment takes place, the Plant Chairperson will meet with the Production Manager to resolve the matter. The Plant Chairperson may bring with him a second representative to the meeting, and the General Manager may also attend.

LETTER OF UNDERSTANDING #16

Ref: Pay for holidays on Shift 3

The parties agree the application and intent of payment for a paid holiday for the third (3rd) shift, when such a day falls on the eligible employees days off, he will be paid twelve (12) hours at straight time pay in addition to payment for his regularly scheduled shift, plus the four (4) hour shift premium. Such hours will be paid at base hourly rate.

When a paid holiday falls on an employee's scheduled work day, eligible employees will be granted the day off

with pay for twelve **(12)** hours at their base hourly rate. Such twelve **(12)** hours will count for the purpose of payment of the four **(4)** hour shift premium.

Employees who do not qualify for a paid holiday will not be paid for the twelve **(12)** hours or the four **(4)** hour shift premium.