

COLLECTIVE AGREEMENT

- BETWEEN -

EX-CELL-0 Canada Ltd.

-AND -

SOURCE	Co.		
EFF.	97	08	15
TERM.	00	08	14
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	L. Bailey		

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS Union OF CANADA (CAW-CANADA)
AND ITS LOCAL 195**

Effective:
August 15, 1997 to August 14, 2000

1113201

**Collective Agreement
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ARTICLE 1 PURPOSE

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, wages, and all other conditions of employment for all employees who are subject to the provisions of this Agreement.
- 1.02 The undersigned hereby agree to the inclusion of a sub-article defining the term "working days" to read as follows:
- The phrase "working days" when used in this Agreement will exclude Saturdays, Sundays and paid holidays as prescribed in this Agreement.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company, in the County of Essex, save and except supervisors, persons above the rank of supervisor, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week and students or co-op students.
- 2.02 Forepersons and other employees excluded from the bargaining unit, except students, co-op students and persons regularly employed for not more than twenty-four (24) hours per week will not perform any work normally performed by bargaining unit employees, except in the case of emergency or for the purpose of instructing employees or for experimentation or try out. The Company agrees that this sub-article will not be used to circumvent overtime opportunities or cause the layoff of bargaining unit employees.
- 2.03 Notwithstanding the provisions of sub-article 2.02, the Company may use employees of outside contractors. The term "employees of outside contractors", when used in this Agreement will mean persons employed by outside contractors, which contractors have been hired by the Company to perform defined tasks in the machine building process. The Company agrees that this sub-article will not be used to cause the layoff of bargaining unit employees. When the Company decides to bring in employees of outside contractors, it will provide the Union with detailed written information regarding the work that the outside contractors are required to perform and will meet with the Union Committee to discuss the matter with a view to obtaining the Committee's input, prior to the employees of outside contractors being brought into work. Prior to utilizing employees of outside contractors, the Employer will make every reasonable effort to complete the work required utilizing bargaining unit employees having regard to its schedule and delivery commitments.

ARTICLE 3 MANAGEMENT'S RIGHTS

- 3.01 The Union recognizes the right of the Company to hire, promote, demote, transfer, suspend or otherwise discipline and discharge for just cause any employee, subject to the right of the seniority employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3.02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. In addition, the location of plants, the products to be manufactured, the schedules of production, the methods, the processes and means of manufacturing are solely and exclusively the responsibility of the Company.
- 3.03 The Union further recognizes the right of the Company to make and alter, from time to time, reasonable rules and regulations to be observed by the employees, subject to the right of the Union to file a grievance with respect to same. Notwithstanding the above, management will not exercise its rights in any way which is inconsistent with the terms and conditions of this Collective Agreement.
- 3.04 Without restricting or limiting the generality of the foregoing, the Company retains all rights not specifically relinquished or modified by this Agreement.

ARTICLE 4 UNION SECURITY

- 4.01 All employees currently employed within the bargaining unit described in Article 2 of this Agreement will, as a condition of employment, become and remain members of the Union. All new employees hired within the bargaining unit described in Article 2 of this Agreement will, as a condition of employment, become members of the Union upon their first dues payment or thirty (30) calendar days following their date of hire, whichever comes first.

- 4.02 The Company will deduct Union dues, as set from time to time by the Union, from the pay of each bargaining unit employee within the bargaining unit described in Article 2 of this Agreement. Such deduction will be made from the pay period in the second full calendar week of the month and the amount so deducted will be held in trust by the Company and will be transmitted to the Union before the 10th day of the following calendar month, along with a list of those members who did not have dues deducted and the reason why.
- 4.03 The Union will notify the Company from time to time of any change in the amount of initiation fees, the sum of monthly Union dues, or any other assessments.
- 4.04 The Union agrees to hold the Company harmless for any deductions made pursuant to the above provisions, in the event any person disputes the deduction of initiation fees, Union dues, or any other assessments.

ARTICLE 5 STRIKES AND LOCK-OUTS

- 5.01 There will be no strike or lock-out so long as this Agreement continues to operate.
- 5.02 The word "strike" and the word "lock-out" will be as defined in the Labour Relations Act.

ARTICLE 6 NO DISCRIMINATION

- 6.01 The Company and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity.
- 6.02 The parties agree to abide by the provisions of the Ontario *Human Rights Code*.

ARTICLE 7 HARASSMENT IN THE WORKPLACE

- 7.01 The parties agree that harassment will not be tolerated in the workplace. In the event an allegation of harassment is reported, the Union Committee and the Management Committee will meet as soon as possible to discuss and investigate the matter fully. All complaints will be handled with the utmost tact and timeliness. (First meeting no later than two working days.)
- 7.02 Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome; that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the provincial Human Rights Code. All employees are expected to treat others with dignity and respect and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- a Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire, or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- a Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- a Posting or circulation of offensive photos or visual materials;
- a Refusal to work or converse with an employee because of their racial background or gender, etc.;
- a Unwanted physical conduct such as touching, patting, pinching, etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that is not intended to undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

ARTICLE 8 DATA TO BE SUPPLIED TO THE UNION

- 8.01 The Company will supply to the Union Committee the following information at the end of every month and send a copy to the Local Union office:
- 1) employees who acquire seniority;
 - 2) employees by rate and classification;
 - 3) employees transferred into or out of the bargaining unit;
 - 4) employees on leave of absence;
 - 5) employees on sickness and accident and compensation and the date of occurrence;
 - 6) layoffs and recalls;
 - 7) employees who have lost seniority;
 - 8) employees who are discharged;
 - 9) job postings, policies, the names, addresses, postal codes and phone numbers of all active bargaining unit employees and all employees who retire pursuant to the Pension Plan referred to in Article 40 of the Agreement and copies of all temporary transfers in excess of two (2) days in duration.

ARTICLE 9 SENIORITY

- 9.01 A person employed within the bargaining unit described in Article 2 of this Agreement will be considered on probation and will not be placed on a seniority list until he has worked a total of sixty (60) actual days, in the bargaining unit described in Article 2 of this Agreement, within any period of twelve (12) consecutive months. Following successful completion of the probationary period, the employee will be given a seniority date which is that employee's last date of hire. A probationary employee may be discharged by the Company at anytime during his probationary period for any reason.
- 9.02 The Company will post and maintain a seniority list indicating the names of the seniority employees employed within the bargaining unit described in Article 2 of this Agreement and their respective seniority date. A copy of the seniority list will **be** given to the Plant Chairperson.
- 9.03 The Company will revise the seniority list every three (3) months.
- 9.04 The appointment, selection or promotion of any employee to a position not subject to the provisions of this Agreement is not covered by this Agreement. If a seniority employee is appointed, selected or promoted to a position which is not subject to the provisions of this Agreement and is transferred back to a position within the bargaining unit described in Article 2 of this Agreement within six (6) months, such employee will return to the bargaining unit with all of the seniority which that employee had at the time of his appointment, selection or promotion.
- 9.05 Seniority will be lost and employment will be terminated if an employee:
- (a) quits, resigns or retires and the employee does not rescind the quit or resignation in writing within twenty-four (24) hours, from the time that the Union is notified;
 - (b) fails to report for work or fails to notify the Company for three (3) consecutive working days without supplying a reason satisfactory to the Company for such failure;
 - (c) is laid off and not recalled for a period of twelve (12) months or for a period of time equal to the employee's accumulated seniority **at** date of layoff, not to exceed **twenty-four** (24) months;
 - (d) if the employee fails to report for work in accordance with a notice of recall, or within seven **(7)** working days of registered mailing date of such notice, whichever is later, unless a satisfactory reason is given;
 - (e) is discharged and not reinstated pursuant to the provisions of the grievance and/or arbitration procedures contained herein;
 - (9)** overstays a leave of absence granted by the Company without notifying the Company and without supplying a reason satisfactory to the Company for such failure; or
 - (g)** engages in gainful employment while on leave of absence from the Company.
- 9.06 If two or more employees are hired on the same day, and they subsequently acquire seniority as herein provided, their names will appear on the seniority list in order of employee number.

ARTICLE 10 REPRESENTATION

- 10.01 The Company will recognize a Bargaining Committee of four (4) members elected or appointed by the Union, one of whom will act as Chairperson. This Committee will also act as the Grievance Committee. The Committee will have at least three (3) members from plant 1, and one (1) member from plant 2. One member of the Committee must be employed in the non-skilled trades classification. It is understood that the Chairperson can be elected from either plant 1 or plant 2 and will work out of the plant where their job is located. All Committee Persons will have at least one (1) year's seniority.
- 10.02 In addition to the above, the Company will recognize one (1) Steward per shift in each plant who will act as a representative whenever a Committee Person is not available.
- 10.03 The Chairperson will be assigned to work a steady day shift at the plant from which their job originates. The Chairperson will continue in his position unless the Company decides that this would impact on its ability to operate efficiently. In such case, the Chairperson will be assigned as a utility person to be used where required on jobs he is able to perform. If designated as a utility person, the Chairperson will retain his previous rate of pay. Following the Chairperson's term(s) in office the employee will be returned to their previous classification provided their seniority allows it.
- 10.04 The Union agrees to supply the Company with the names of the Committee and Stewards and to keep such lists up-to-date at all times.
- 10.05 It is acknowledged that the Committee and Stewards have their regular duties to perform as employees and that such duties must be performed in the same manner and to the same extent as other employees. A Committee Person/Steward will not leave his regular duties without receiving permission from his foreman. The foreman will not unreasonably refuse to grant a Committee Person/Steward permission to leave his regular duties for a reasonable length of time, without **loss** of pay, in order to perform any of the duties required to be performed by a Committee Person/Steward pursuant to the provisions contained in Article 15 and 18 of this Agreement. This permission will be granted within one hour of the request unless mutually agreed otherwise. The Chairperson will be granted one (1) hour per day of Union time or additional time **as** warranted, paid at his/her regular rate of pay.
- 10.06 The Committee and the Company representatives will meet providing there is business for joint consideration at such times as may be mutually agreed upon. A request for a meeting will be indicated by a letter or note from either party to the other party containing an agenda or subjects to be discussed.
- 10.07 The National Representative or representatives of the Union will be entitled to meet with the Committee for a reasonable period of time not to exceed one-half (1/2) hour prior to the final step grievance meeting with no **loss** of wages.
- 10.08 The Company will promptly page the Plant Chairperson and Committee Person when phone calls are received for them relating to Union business and promptly deliver written messages received. The Chairperson and Committee Persons will be allowed reasonable time to return phone calls, provided the Union does not abuse this provision.
- 10.09 Any employee of the Company elected or appointed to a full-time position in Local 195 CAW or the National Union CAW will be granted a leave of absence, without pay or benefits, by the Company for as long as they hold such a position and will retain and continue to accumulate seniority.
- 10.10 In cases when the Chairperson is absent, the Company will recognize one of the Committee Persons that the Chairperson appoints as an alternate Chairperson.
- 10.11 It is understood that any person serving as a Committee Person or Chairperson will not be assigned outside service work.
- 10.12 The Company will pay each of the four (4) members of the Negotiating Committee eight (8) hours pay at their base straight time hourly rate of pay for up to five (5) days to prepare for negotiations and for each day spent in negotiation sessions with the Company up to and including the date a strike or lockout commences.

ARTICLE 11 LAYOFF AND RECALL

11.01 The Company will provide as much notice of layoff as possible.

Non-Skilled Trades

11.02 In the event that employees in the non-skilled trades are to be laid off or recalled, the following procedure will apply:

- (a) The classification within which employees are to be laid off will be identified.
- (b) Probationary employees employed within that classification will be laid off prior to any seniority employee being laid off.
- (c) If, after all probationary employees within that classification have been laid off, further employees are to be laid off, seniority employees employed within that classification will be laid off in inverse order of seniority.
- (d) Seniority employees subject to layoff will have the right, which must be exercised within three (3) working days of the date of the layoff, to displace the least seniority employee in another non-skilled trades classification who has less seniority than the employee in another non-skilled trades classification in which the employee has the skill, ability and qualifications to perform the work.
- (e) Seniority employees who are laid off will be recalled in the reverse order of layoff within the specific classification. Probationary employees have no recall rights.

Skilled Trades

11.03 In the event that employees in any skilled trades classification as designated in Article 41 of this agreement, are laid off or recalled, the following factors will apply:

- (a) The classification within which employees are to be laid off will be identified.
- (b) Probationary employees employed within that classification will be laid off prior to any senior employee being laid off.
- (c) If, after all probationary employees within that classification have been laid off, further employees are to be laid off, seniority employees employed as apprentices within that classification will be laid off in inverse order of seniority.
- (d) If after all apprentices within that classification have been laid off, further employees are to be laid off, the following factors will apply:
 - 1) seniority;
 - 2) skill, ability and qualification.

When skill, ability and qualifications are relatively equal, then factor (1) will govern. In the event of a dispute regarding an employee's ability to perform the available work, such employee will be given a five (5) working day trial for the purpose of determining their ability.

- (e) Seniority employees who are laid off pursuant to this sub-article will have the right, which must be exercised within 3 working days of the date of the layoff, to displace the least senior employee who **has** less seniority than the employee in another skilled trades classification, in which the employee has the skill, ability and qualifications to perform the work.

In the event of a dispute regarding an employee's ability to perform the available work, such employee will be given a five (5) working day trial for the purpose of determining their ability.

- (f) Seniority employees subject to layoff because of the total elimination of their classification who are unable to displace an employee pursuant to (e) above, will have the right, which must be exercised within 3

working days of the date of the layoff, to displace the least senior employee in a non-skilled trades classification who has less seniority than the employee, in the which the employee has the skill, ability and qualifications to perform the work.

- 11.04 Employees who are laid off in the skilled trades classification will be recalled in the reverse order of layoff provided that any employee who is recalled must, as a condition of recall, be immediately qualified and able to satisfactorily perform all of the work to be done. Probationary employees have no recall rights.
- 11.05 In all cases of layoff (i.e., unskilled and skilled), Plant Committee members will be the last to be laid off and the first to be recalled provided that the employee is immediately qualified and able to satisfactorily perform all of the work to be done.

ARTICLE 12 JOB POSTING

- 12.01 When a new job is created or a permanent vacancy occurs within the bargaining unit described in Article 2 of the Agreement, the Company will, if it decides to fill the vacancy, post notice of the vacancy for a period of five (5) working days in order to allow seniority employees to apply. The Union may file an application on behalf of an absent employee. The Company reserves the right to stipulate in the posting of a job any reasonable requirements which will be needed by the applicants and will stipulate the expected start date of the position.
- 12.03 If no applications are received from seniority employees or if none of the applicants is awarded the posted vacancy, the Company may then fill the vacancy, in such manner as it determines. If the Company is unable to fill the position externally within six (6) months and the Company still needs to fill the vacancy, it will be reposted pursuant to this Article.
- 12.04 The successful applicant for the job posting will be notified of their selection within five (5) working days of the end of the posting period and will not be eligible to apply for another posted position for a period of six (6) months.
- 12.05 If the Company adds a new classification, the rate of pay will be negotiated by the Union and Company and if an agreement is not reached between the parties, it will be the subject matter for grievance and arbitration procedures.
- 12.06 An employee may be temporarily transferred from one classification to another to permit flexibility in the operations of the Company for up to thirty (30) working days or longer with the mutual agreement of the parties. Senior employees who are able to perform the required work may decline a temporary transfer if and only if there are less senior employees who can perform the work and provided all required work can be adequately performed by employees at work. Under these circumstances, employees so affected will be paid the start rate for the job they are performing or their own rate, whichever is higher.
- 12.07 Where the Company decides to designate a Lead Hand in any classification, it will post this opportunity in accordance with sub-article 12.01. A Lead Hand will be defined as an employee who while engaged in his/her regular occupation leads or processes the work of ~~two (2) or~~ more employees. Only applications from journey persons will be considered for Lead Hand positions in the skilled trades classifications. Where the Company no longer requires a Lead Hand in a classification, it may cancel the designation upon the provision of one week's notice. Employees designated as a Lead Hand will have their base rate of pay as set out in Appendix "A" increased by two dollars (\$2.00) per hour for the duration of the designation.

ARTICLE 13 HOURS OF WORK

- 13.01 The normal work week for employees will be eight (8) hours per day, Monday to Friday, exclusive of a daily one-half (½) hour unpaid lunch period.
- 13.02 Nothing contained herein will be construed as a guarantee of any number of days of work in a week or any number hours of work in a day.

13.03 The regular daily shifts will be:

Day Shift:	8 hour	7:00 a.m. - 3:30 p.m.
	10 hour	7:00 a.m. - 5:30 p.m.
Off Shift:	8 hour	3:30 p.m. - 12:00 a.m.
	10 hour	5:30 p.m. - 4:00 a.m.

Employees performing service work will be scheduled in accordance with customer requirements.

Notwithstanding the above, the Company may alter the start times of shifts by up to one hour upon the provision of one (1) weeks written notice.

During the period between June 1 and September 1, the regular daily shift at plant 2 will be:

Day Shift:	8 hour	6:00 a.m. - 2:30 p.m.
	10 hour	6:00 a.m. - 4:30 p.m.
Off Shift:	8 hour	2:30 p.m. - 11:00 p.m.
	10 hour	4:30 p.m. - 3:00 a.m.

In the event the Employer air conditions the plant, the employees will revert to the regular daily shifts.

13.04 Employees will be allowed a ten (10) minute rest period, with pay, during each half shift, at times to be determined by the Company. In addition, employees will be allowed a wash up period, to be used for that purpose only, commencing five (5) minutes immediately before the lunch period and five (5) minutes immediately before the end of each shift.

Employees scheduled to work twelve (12) or more hours will be entitled to a third ten (10) minute rest period, with pay, after ten (10) hours of work.

13.05 The parties agree that employees performing the same job functions within the same classification and plant on more than one (1) shift will rotate every four weeks. In cases where there is an imbalance in the number of employees on a shift performing the same job functions within the same classification and plant, the Company and the Union will mutually agree to a shift rotation that is fair to all employees concerned and does not impair the Company's ability to meet customer requirements.

13.06 The Company agrees to provide a system for employees to switch shifts, providing two (2) employees are performing the same job functions within the same classification and plant on different shifts. The employee switching shifts will work the **job** of the employee with whom he switches. Management must approve any switch and this approval will not be unreasonably withheld. **All** switches must begin on the first day of the weekly pay period. If, for any reason, either employee cannot perform the required work, the switch will be cancelled. Employees wishing to switch will complete and sign the appropriate form at least five (5) working days prior to the date of the switch and submit the form to their respective supervisors.

13.07 Employees scheduled to work on an off-shift as defined in sub-article 13.03 of the Collective Agreement will receive a shift premium of one dollar and fifty cents (\$1.50) per hour for every hour worked on the off-shift.

ARTICLE 14 OVERTIME

- 14.01 All work performed by employees in excess of eight hours in a day will be paid at the rate of time and one-half of the employees base rate of pay.
- 14.02 All work performed by employees on a Saturday will be paid at the rate of time and one-half of the employees base rate of pay.
- 14.03 All work performed by employees on a Sunday will be paid at the rate of two times the employee's base rate of pay.
- 14.04 Where employees commence their shifts on Friday, Saturday or Sunday and work into the following day, all hours worked on that shift will be deemed to have been worked on the day the shift commenced.
- 14.05 There will be no pyramiding of any premium pay and overtime pay.
- 14.06 The Company will post, in each plant, at least five (5) days in advance, the work schedule for the following week. This schedule will, if possible, indicate overtime hours attached to each employee's scheduled shift. Employees unable to work these hours will advise their supervisors within two (2) days, failing which the employees will be deemed to agree to work these hours. Employees will be personally advised of overtime opportunities attached to these scheduled shifts that arise after the schedule is posted at least one (1) hour in advance of these opportunities.
- 14.07 The Company will also include in the schedule Saturday and Sunday shifts. Employees scheduled to work up to eight (8) hours on a Saturday day shift must work these hours if they do not result in the employee working more than 48 in the week. Employees scheduled to work a Saturday off-shift or Sunday shift will be deemed to agree to work these shifts unless they advise their supervisor that they are unable to work them within two days. Employees will be personally advised of Saturday or Sunday shifts that arise after the schedule is posted, by Friday at 2:00 p.m. for Saturday shifts and by Saturday at 2:00 p.m. for Sunday shifts. Statutory holidays or vacation days occurring within the week will be deemed as eight hours worked for the purposes of this article.
- 14.08 For overtime in addition to what is set out above, the following procedure will apply:

(a) Employees will be divided into the following groups for the purpose of overtime allocation:

Plant #1		Plant #2
- M.T.B.L.	- G.M. 1 Boring Mill (Conventional)	- Layout Fitter/Welder
- M.T.B.	- G.M. 1 Boring Mill (C.N.C.)	- Welder
- S.R. Attend/Truck Driver	- G.M. 1 Jig Bore	- G.M. 1
- Shipper Receiver	- G.M. 2 C.N.C. (Makino, Fadal, Jig Bore)	- Painter
- Truck Driver	- G.M. 2 Conventional (Mills, Drill, Lathe & Grinding)	- Utility Persons
- CMM	- Layout Fitter/Welder	- General Labourer
- Utility Persons	- Electrician	- Q.C.
- General Labourer	- Painter	- G.M. 2
- Pipefitters		

Employees moving to a new group will be credited with the group's average number of credited overtime opportunities when employees change jobs the groups will be amended.

(b) Overtime sign up sheets showing available overtime shifts will be posted not less than four (4) days in advance. Employees who want the overtime will sign up. Employees who do not sign up within two (2) days will be deemed to have refused the overtime. The overtime sign up sheets will show each employee's credited overtime opportunities and will be updated weekly.

- (c) Where there are fewer available overtime shifts in a group than employees who agree to work, the overtime will be given to the employee(s) in the group with the fewest credited overtime opportunities.
- (d) Opportunities for overtime shifts which arise less than four (4) days in advance will be offered to the employees in the group having the fewest hours of credited overtime opportunities.
- (e) Notwithstanding the above, overtime which arises during a shift may be offered to the employee performing the work during the shift.
- (f) Credited overtime opportunities will include all overtime worked and refused. In addition, employees returning from layoff, leave of absence, jury duty, vacation or temporary transfers will be credited with enough overtime hours so that they retain the same place in the group they had prior to the absence.
- (g) Employees on service will not have service overtime hours credited, but will, when they return, be credited with enough overtime hours so that they retain the same place in the group they had prior to the absence.
- (h) The General Manager and the Plant Union Chairperson will meet monthly to review overtime allocation.

Where an employee(s) in a particular group is 20 or more hours below the group average in credited overtime opportunities the following will take place:

- 1) The supervisor from the area where the group in question works will come to a meeting along with the General Manager and the Chairperson.
- 2) A mutually agreeable plan will be devised (along with a time frame) to bring the employee(s) in line with the group average. Where a particular plan fails to achieve bringing an employee(s) within 20 hours of the group average and within the time frames identified the employee(s) may file a grievance for the difference over 20 hours.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

- 15.01 All grievances arising between employees and the Company will be dealt with as speedily and effectively as possible by cooperative effort on the part of the Union and the Management in accordance with the following procedure.
- 15.02 A grievance will be defined as any difference or dispute between the Company and any seniority employee(s) and/or the Union regarding the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that the Agreement, has been violated.
- 15.03 Notwithstanding anything contained in this Agreement, the provisions of this article do not apply to the termination of employment of a probationary employee, nor will the provisions of this article be available to the Union on behalf of any probationary employee with respect to the termination of a probationary employee's employment. A probationary employee may be discharged by the Company at any time during his probationary period for any reason.
- 15.04 **STEP ONE (1)**
Any employee having a grievance will first request the presence of his Committee Person or Steward by his supervisor and on his arrival they will discuss the matter with the supervisor concerned. The employee and his Committee Person or Steward will be granted time to meet as soon as possible, but not later than the last hour prior to the end of his shift. The supervisor will render his decision verbally within two (2) working days of the meeting.
- 15.05 **STEP TWO (2)**
If not settled in Step One (1), the grievance will be presented in writing to the Department Manager within two (2) working days of the completion of Step One (1). Within three (3) working days of receipt of the grievance, the Department Manager will meet with all parties involved with the grievance and will render a decision in writing within two (2) working days of the meeting.

15.06 **STEP THREE (3)**

If the grievance is not settled in Step Two (2), it will be appealed within three (3) working days of the date of the Company's written decision in Step Two (2) by the Plant Chairperson through the Human Resources Manager and a meeting will be arranged within five (5) working days. This meeting will, be attended by the Plant Committee and the Management Committee.

The Union National Representative and/or the President of Local 195 may be in attendance at this meeting.

The Company will render their decision within two (2) working days of this meeting.

15.07 If the Step Three (3) decision is not satisfactory to the Union, it may be referred to an arbitrator, providing written notice of the party's intention to refer the dispute to an Arbitrator is given to the other party within ten (10) working days of the Step Three (3) decision.

Within five (5) working days of the giving of the written notice, both parties will exchange lists of three (3) proposed arbitrators. In the event that no name is common to both lists and the parties cannot otherwise agree, either party may, within ten (10) days after the lists have been exchanged, request the Minister of Labour of Ontario to appoint an arbitrator and will provide the other party with a copy of such request.

15.08 The decision of the arbitrator will be final and binding upon the Company and the Union and upon every employee within the bargaining unit affected by the decision. The arbitrator will not have the right to alter, add to, subtract from, modify or amend any part of this Agreement. The expense of the arbitrator will be divided equally by the Company and the Union and will be paid by them.

15.09 (a) An employee or the Union will submit grievances within five (5) working days of the occurrence or within five (5) working days of reasonably becoming aware of the occurrence.

(b) The Company may at its discretion decline to consider any grievance that is lodged in violation of (a) above.

15.10 The parties have the right, by mutual written agreement, to change any time limit set forth in the above procedure.

ARTICLE 16 REPORT IN PAY

16.01 Except in circumstances beyond the control of the Company, in the event that an employee reports for work for which he has been scheduled, without having been previously advised not to report for work, he will be given four (4) hours of work. If no work is available, he will be paid the greater of four (4) hours pay at his base hourly rate of pay or the pay to which the employee is otherwise entitled for the hours worked. As a condition of payment, the employee will perform any available work which he is capable of performing and which he is requested to perform.

ARTICLE 17 EMERGENCY CALL-BACK PAY

17.01 If an employee who has completed his shift and left the plant is then called back to work on overtime, he will be paid time and one-half (1½) his base hourly rate of pay for all hours worked. In any event, the employee will be given four (4) hours of work. If a full four (4) hours work is not available, the employee will be paid four (4) hours pay at time and one-half (1½) his base hourly rate of pay. As a condition of payment, the employee will perform any available work within the employee's regular classification which he is requested to perform.

ARTICLE 18 ADMINISTRATION OF DISCIPLINE

18.01 When an employee is called to an interview by a member of supervision and the subject of the interview is discipline, the employee will be informed before the interview of his right to have his/her Committee Person/Steward present, and the interview will not proceed until the Committee Person/Steward is present.

18.02 No written disciplinary action will remain against an employee's record for a period longer than eighteen (18) months.

18.03 A copy of all discipline issued will be given to the Plant Chairperson.

ARTICLE 19 INJURY ALLOWANCE

19.01 An employee injured on the job will be paid for the balance of his shift on which the injury occurred if, as a result of such injury, the employee is sent home by the Company or is sent to an outside hospital and a doctor at such hospital or the employee's own doctor certifies that the employee should not return to work. The Company will make available transportation for such injured employee, if required.

ARTICLE 20 JURY DUTY

20.01 The term jury duty, when used in this Article will include being subpoenaed to attend a hearing in a criminal prosecution.

20.02 Any seniority employee who is called to and reports for jury duty will be paid by the Company for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference between (1) the employee's regular straight time base hourly rate of pay for the number of hours, up to eight (8) hours, that the employee otherwise would have been scheduled to work, and (2) the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses).

20.03 In order to receive payment, an employee must give the Company prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which the employee claims such payment. These provisions are not applicable to any employees who, without being summoned, volunteer for jury duty.

ARTICLE 21 BEREAVEMENT LEAVE

21.01 When death occurs in a seniority employee's immediate family, i.e., spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, sister-in-law or brother-in-law, grandparents, grandchildren, step-parents and step-children of the employee, upon request such employee will be excused for any of the first three (3) normally scheduled working days (excluding Saturdays, Sundays and Holidays) immediately following the date of death to attend the funeral or make other arrangements.

21.02 Where the grandparent of an employee's spouse dies, such employee will be excused for one (1) normally scheduled working day (excluding Saturdays, Sundays and Holidays) immediately following the date of death to attend the funeral or make other arrangements.

21.03 A seniority employee excused from work under the paragraph above, will after making written application, receive the amount of wages the employee would have earned by working during straight time hours on such scheduled days of work for which he is excused (excluding Saturdays, Sundays and Holidays).

21.04 Payment will be made at the employee's rate of pay, not including overtime and off-shift premium, as of the last day worked. Where overtime is scheduled on a day for which an employee receives bereavement pay, the employee will be charged for same.

ARTICLE 22 PAY DAY

22.01 Pay day will be once per week on Thursday in the a.m. For off shift employees, the Company will continue the practice of making pay cheques available Wednesday night prior to the end of the shift, unless unforeseen circumstances occur which prevent this.

22.02 In the event that a paid holiday falls on a Friday, pay cheques for employees will be available on the Wednesday preceding the holiday unless unforeseen circumstances prevent this.

22.03 All pay cheque shortages of one (1) hour's pay or more will be paid on Friday for shortages on that week's pay.

ARTICLE 23 LEAVE OF ABSENCE

23.01 The Company may grant a leave of absence without pay to any seniority employee for legitimate personal reasons solely at the discretion of the Company. An employee will continue to accumulate seniority while on leave of absence. A leave of absence will not exceed thirty (30) working days in a twelve (12) month period.

23.02 A seniority employee requesting a leave of absence will do so in writing at least two (2) weeks prior to the commencement of the requested leave, except in cases of emergency. The Company will respond to such a request in writing within one (1) week. The Company will provide the Union with a copy of a leave of absence authorization form.

ARTICLE 24 BULLETIN BOARDS

24.01 The Company will supply one (1) bulletin board in each plant for the exclusive use of the Union for the posting of Union notices.

ARTICLE 25 LUNCHROOM, WASHROOM AND FIRST AID

25.01 The Company will supply lunchroom facilities containing a refrigerator, microwave ovens and coffee and soft drink machines.

25.02 Clean, sanitary washroom and lunchroom will be maintained.

25.03 The Company will provide first aid supplies.

25.04 The Company agrees to provide one designated smoking area for employees.

ARTICLE 26 TUITION FEES REFUND

26.01 On prior approval of the Company, a seniority employee who successfully completes a course related to his/her job function will be reimbursed for one hundred percent (100%) of the tuition fees paid by the employee for the course, upon presentation of a payment receipt.

26.02 All apprentices will be entitled to a one (1) time reimbursement in an amount up to one hundred dollars (\$100.00) to offset the cost of books purchased for apprenticeship courses taken after August 15, 1997, upon presentation of a purchase receipt.

ARTICLE 27 SERVICE ALLOWANCE AND TRAVEL REIMBURSEMENT FOR FIELD TRIPS AND COMPANY BUSINESS

27.01 The definition of service pertinent to this Article is work performed by an employee at the customer premises which is charged to a specific sub-assembly number, namely \$94, \$95, or \$96, which reflects service to the customer after the machine/equipment has been shipped. Such work includes, but is not limited to, operator and maintenance training, machine or tooling problem correction, supervision of the installation of supplied components or machinery.

27.02 Employees designated by the Company to perform service work will be entitled to the following:

- (a) A service premium of one dollar (\$1.00) per hour for every hour worked by the employee on service work outside the Company premises;
- (b) reimbursement for mileage travelled on the basis of thirty cents (30¢) Canadian or twenty-four cents (24¢) US per kilometre travelled;
- (c) **Daily Area Service**

A per diem for service outside Company premises as follows:

- 1) Working 8 hours or less per day: \$10.00
- 2) Working more than 8 hours per day: \$25.00

Out of Town and Overnight Service

A per diem as follows:

- 1) Travelling over 80 km one way from plant 1 and staying overnight: \$85.00
- 2) The last day of service worked is 8 hours or more: \$40.00
- 3) The last day of service worked is less than 8 hours: \$25.00

- (d) Reimbursement for laundry and phone on the following basis:
 \$2.00 per day is allowed for daily area service assignments when there is 8 or more hours paid service time for the day;
 \$5.00 per day is allowed for out-of-town assignments when there is 8 or more hours paid service time for the day;
 Other expenses such as tolls, car rentals, taxis, parking, etc. are reimbursed to the employee on the basis of receipts submitted or paid for directly by the Company.
 - (e) For overseas and Mexico service assignments, separate Agreements will be made with the employee at the time of the assignment.
 - (f) Travel allowance and per diem will be paid in the currency of the country where the travel/service occurs.
- 27.03 (a) **Travel Reimbursement for Field Trips and Company Business**
 An employee who performs work authorized by and for the Company outside the plant which is not charged to the service code \$94, \$95, or \$96, is considered to be engaged in a field trip or Company business and as such out-of-pocket expenses will be paid upon submission of receipts in accordance with Company policy.
- (b) Reimbursement for mileage travelled will be 30¢ Canadian or 24¢ US per kilometre travelled. Mileage incurred between home and place of business is not reimbursable.
- 27.04 Only one currency is to be used per expense report,
- 27.05 Employees in the shipping and receiving attendant/truck driver classification will not be eligible for any payments set out in this sub-article unless required to travel overnight, in which case they will be reimbursed pursuant to sub-article 27.03(a).

ARTICLE 28 NEW EMPLOYEE ORIENTATION

28.01 The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off, a new employee will be advised of the name and location of his/her Union Representative. Whenever the Union Representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her Union Representative who will provide the employee with a copy of the Collective Agreement. The Company agrees that a Union Representative will be given an opportunity to interview new employees within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first fourteen (14) days of employment for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Company and the Union.

ARTICLE 29 PROTECTIVE CLOTHING

- 29.01 The Company will supply weekly to each seniority employee three (3) changes of shirt and pants or three (3) shop coats or three (3) coveralls, which clothing the employees must wear at work and return after use.
- 29.02 Where employees lose or fail to return protective clothing, the supplier replacement charge will be deducted from the employee's pay cheque.
- 29.03 The Company will pay to each seniority employee, by separate cheque, the following for the purchase of safety shoes:
- 1) \$125.00 within the first full pay period following ratification;
 - 2) \$130.00 by August 15, 1998;
 - 3) \$135.00 by August 15, 1999.

ARTICLE 30 PAID EDUCATION LEAVE

- 30.01 The Company agrees to pay into a special fund one cent (1C) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee 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, CAW, effective from date of ratification, and sent by the Company to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, R.R. #1, Port Elgin, Ontario NOH2C5.
- 30.02 The Company further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) months period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 31 INCAPACITATED EMPLOYEES

- 31.01 Notwithstanding the provisions of Article 12 of this Collective Agreement, wherein an employee becomes medically unfit to perform their job, the Company and the Union will cooperate in endeavouring to place an employee in a job that the employee is capable of performing. The Company will not be required to create a job.

ARTICLE 32 HEALTH AND SAFETY

- 32.01 The Company recognizes its obligation to provide a safe and healthy working environment for employees. The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthy working environment.
- 32.02 The parties recognize the necessity of providing appropriate instruction on health and safety issues. The Company will provide appropriate health and safety training to employees during working hours without **loss** of pay.
- 32.03 The parties agree that there will be two **(2)** Joint Health and Safety Committees, one at the Howard Avenue plant and the other at the Pillette Road plant. The Howard Avenue plant's Joint Health and Safety Committee will be comprised of two (2) bargaining unit employees, one (1) representative of non-bargaining unit employees and two (2) management members.

The Pillette Road plant's Joint Health and Safety Committee will be comprised of one (1) bargaining unit employee, and one (1) management member.

Certification training will be paid for by the Company and carried out by an organization chosen by the party whose representative is being trained. All three (3) bargaining unit representatives will be certified.

- 32.04 Local or National Union health and safety staff will be permitted reasonable access to the workplace upon prior notification.

ARTICLE 33 NATIONAL DAY OF MOURNING

- 33.01 The Company agrees to allow employees one (1) minute silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

ARTICLE 34 TECHNOLOGICAL CHANGE

- 34.01 The parties agree that the Company may introduce technological change to its operations.
- 34.02 Technological change means the introduction by the Company of new equipment, processes, or work methods substantially different in nature or type than previously utilized by the Company, that affects the working conditions of employees.
- 34.03 The Company will give the Union as much notice as is practicable and possible of any technological change. Such notice will be given to the Union in writing.
- 34.04 The Company will meet with the Union Committee to advise and discuss the nature of the technological change, the approximate date the Company proposes to effect the change and approximate number of employees likely to

be affected by the technological change and the effect the technological change may have on the working conditions and conditions of employment.

- 34.05 Where the job of an employee is affected by these circumstances, the Company will provide the job training to enable the affected employee to perform his previous job functions as affected by the technological change.
- 34.06 Flowing from technological change, if an employee becomes redundant or fails to be able to perform his previous job functions as affected by the technological change under sub-article 34.05, or is displaced by a more senior employee, he/she will have the right to fill any job posting for which he/she has the skill and ability to meet the normal requirements of the work to be done. If there is no job posting for which he/she can apply, he/she will have the right to exercise his seniority rights in accordance with the layoff provisions of Article 11.

ARTICLE 35 SUBSTANCE ABUSE

- 35.01 Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.
- 35.02 The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.
- 35.03 The Company will continue all normal group insurance benefits while the employee is attending a medically prescribed course of treatment approved by the short term disability carrier, to a maximum of twenty-six (26) calendar weeks.
- 35.04 A Committee will be set up comprising representation of the Company and the Union to administer the program. Union substance abuse representatives will be provided at such time as is necessary for the administration of the program.

ARTICLE 36 HOLIDAYS AND PAY

- 36.01 The Company will pay all seniority employees their regular rate of pay for all paid holidays set out in this article (straight time hourly rate exclusive of shift and overtime premiums), provided the employee qualifies for the pay.
- 36.02 In order to qualify for the aforementioned holiday pay, an employee must work on his last regularly scheduled work day preceding the day of observance of the holiday and on his first regularly scheduled work day after the day of observance of the holiday, unless on vacation or on a leave of absence granted by the Company. Seniority employees laid off within thirty (30) days of a holiday will be eligible for paid holiday pay.
- 36.03 If one of the paid holidays specified in this Agreement is observed by the Company during an employee's vacation, he will be entitled to an extra day of paid vacation which will be added to the beginning or end of his vacation period as agreed by the Company and the employee concerned.
- 36.04 The parties agree to the following schedule of paid holidays:

HOLIDAY	YEAR 1	YEAR 2	YEAR 3
Labour Day	September 1, 1997	September 7, 1998	September 6, 1999
Thanksgiving Day	October 13, 1997	October 12, 1998	October 11, 1999
Christmas Eve	December 24, 1997	December 24, 1998	December 24, 1999
Christmas Day	December 25, 1997	December 25, 1998	December 27, 1999
Boxing Day	December 26, 1997	December 28, 1998	December 28, 1999
Shut Down Day	December 29, 1997	December 29, 1998	December 29, 1999

New Year's Eve	December 31, 1997	December 31, 1998	December 30, 1999
New Year's Day	January 1, 1998	January 1, 1999	December 31, 1999
Good Friday	April 10, 1998	April 2, 1999	April 21, 2000
Victoria Day	May 18, 1998	May 24, 1999	May 22, 2000
Company Day	July 3, 1998	July 5, 1999	July 3, 2000
Canada Day	July 6, 1998	July 2, 1999	June 30, 2000
Civic Holiday	August 3, 1998	August 2, 1999	August 7, 2000

36.05 Employees who are requested to work on paid holidays will be paid two (2) times their base hourly rate for all hours worked plus eight (8) hours holiday pay at their base hourly rate of pay. Time worked on a paid holiday will be deemed to be overtime work for the purposes of overtime equalization.

36.06 The Company will schedule no more than eight (8) hour shifts on the day immediately preceding a holiday

ARTICLE 37 VACATIONS

37.01 Seniority employees will be entitled to vacation as provided in this article.

37.02 Vacation requests will be made in writing by April 1st of each year to the employee's Department Manager. Employees will be advised by May 1st if their vacation has been approved. Vacation requests will be honoured in order of seniority subject to operational requirements. The Company will not be required to grant vacation requests of more than two (2) consecutive weeks.

37.03 Employees with less than one (1) year's employment since last date of hire will receive .83 vacation days per month of employment since last date of hire. Vacation pay will be four percent (4%) of the employee's gross earnings.

37.04 Employees with one (1) or more years of employment since last date of hire, but less than five (5) years of employment since last date of hire will receive two (2) weeks vacation. Vacation pay will be four percent (4%) of the employee's gross earnings.

37.05 Employees with five (5) or more years of employment since last date of hire but less than ten (10) years of employment since last date of hire will receive three (3) weeks vacation. Vacation pay will be six percent (6%) of the employee's gross earnings.

37.06 Employees with ten (10) or more years of employment since last date of hire but less than twenty (20) years of employment since last date of hire will receive four (4) weeks vacation. Vacation pay will be eight percent (8%) of the employee's gross earnings.

37.07 Employees with twenty (20) or more years of employment since last date of hire will receive five (5) weeks vacation. Vacation pay will be ten percent (10%) of the employee's gross earnings.

37.08 Employees who take one (1) or more weeks of vacation will be paid forty (40) hours of pay at their regular straight time hourly rate of pay for each week of vacation taken, to the maximum vacation pay entitlement accrued by the employee to the date when the vacation is taken. The balance of an employee's vacation pay, if any, will be calculated as of December 1 each year and paid out not later than December 8 each year. Increases to an employee's vacation entitlement and vacation pay percentage will be effective from the employee's anniversary date.

37.09 All employees must take all allotted vacation. However, up to five (5) unused vacation days may be carried forward for a period of up to one (1) year.

ARTICLE 38 HEALTH & WELFARE BENEFITS

38.01 The Company will pay, with respect to the plans/policies hereinafter listed, one hundred percent (100%) of the stated amount of premiums with respect thereto for all seniority employees, their children (as defined in the Family Law Reform Act) and spouse. The term "spouse" when used in this Collective Agreement will mean a husband or wife and a common law relationship of one or more years.

- (a) Life Insurance - \$25,000.00 pursuant to the provisions of Manulife Financial Group Benefits Policy No. GOO 21525 (effective August 15, 1998, coverage will be \$30,000.00);
- (b) A.D. & D. - \$25,000.00 pursuant to the provisions of Manulife Financial Group Benefits Policy No. GOO 21525 (effective August 15, 1998, coverage will be \$30,000.00);
- (c) Sickness and Accident - sixty-six and two-thirds percent (66 2/3%) of average weekly earnings but not less than a forty (40) hour work week to a maximum of \$500.00 (effective August 15, 1998, maximum will be \$525.00) - thirty-four (34) weeks coverage - first day accident, first day hospital, eighth day illness pursuant to the provisions of Manulife Financial Group Benefits Policy No: GOO 21525;
- (d) Green Shield Ex-Cell-0 Canada Ltd. Group Insurance Plan No. 769 (Pay Direct Drug Plan 3, Extended Health Plan T4, Semi-Private Hospital Accommodation 1, Vision Plan 7 [\$160.00/two years], Dental Plan 18 [\$1200.00 orthodontics and nine month recall], Out-of-Province Plan QK).

38.02 The extent of coverage and the eligibility for coverage with respect to the plans/policies listed in sub-article 38.01 will be as provided in the said plans/policies and the provisions of the said plans/policies will be solely determinative in that regard.

38.03 The Company will continue to pay the premium cost, pursuant to sub-article 38.01, for seniority employees who are laid off for the month in which the layoff commences and for the three (3) calendar months immediately following the month in which the layoff commenced, provided such employees continue to be employees of the Company and provided that such employees continue to satisfy the requirements for enrolment in the plans/policies and coverage thereunder. The Company will continue to pay the premium cost, pursuant to sub-article 38.01, for seniority employees who are unable to work due to illness or injury for the month in which the illness or injury commences and for the greater of three (3) calendar months immediately following the month in which the illness or injury commenced or during the period of time during which the employees are in receipt of sickness and accident benefits pursuant to sub-article 38.01 (c) of the Agreement, provided such employees continue to be employees of the Company and provided such employees continue to satisfy the requirements for enrolment in the plan/policies and coverages thereunder. If the employee is receiving W.C.B. benefits as a result of the illness or injury, the Company will continue to pay the premium costs pursuant to sub-article 38.01 for a period of twelve (12) months following the month in which the absence commenced.

ARTICLE 39 PENSIONS

39.01 The Company agrees to continue contributions on behalf of eligible employees to the Ex-Cell-0 Canada Registered Pension Plan in accordance with the provisions of the Manulife Financial Policy No. GN 87014007, for the duration of this Agreement. This pension plan forms part of the new collective agreement.

ARTICLE 40 NOTICE OF CLOSURE

40.01 The Company will provide three (3) months notice of any decision to close one or more plants covered by this Agreement, unless the Company has no prior knowledge of the circumstances leading to the closure. Such notice will be in writing and indicate the reasons for the closure.

40.02 The Company and the Union will meet immediately thereafter to discuss the closure and attempt to reach agreements which minimize the impact of the closure on employees in the bargaining unit **as** described in Article 2 of this Agreement.

ARTICLE 41 WAGE RATES AND CLASSIFICATIONS

41.01 The wage rates and classifications are set out in Appendix "A" hereto, which Appendix constitutes part of this Agreement.

ARTICLE 42 DURATION

42.01 This Agreement will be effective from the 15th day of August, 1997 to and including the 14th day of August, 2000. Either party will be entitled to give notice in writing to the other party **as** provided in the ~~Labour Relations Act of its~~ desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain, the parties will meet within fifteen **(15)** days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining, it will be open to the parties to agree in writing to extend this Agreement beyond the expiry date of the 14th day of August, 2000, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

It is understood that, during any negotiations following upon notice of termination or notice of amendment, either **party** may bring forward counter proposals arising out **of** or related to the original proposals.

The parties reserve the right to add to or modify their proposals during negotiations.

Provided that for purposes of all notices under this article, notice in writing will be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

APPENDIX "A" CLASSIFICATIONS

The parties hereto hereby agree to include the following classifications in the collective agreement:

Skilled Trades

Machine Tool Builder Leader

Machine Tool Builder

General Machinist I (Jig Bore, Jig Grinder, Boring Mill, CNC Boring Mill, Planner Mill)

General Machinist II

CMM Inspector

Q.C. Inspector - Fabrication

Electrician

Pipe Fitter

Lay-out Fitter/Welder

Welder

Flame Hardener

Painter

Non-Skilled Trades

General Labour

Shipping & Receiving Attendant/Truck Driver

Shipping & Receiving Attendant

Truck Driver

Utility Person

APPENDIX "A"

CLASS	RANK	CLASSIFICATION	Effective 8/15/97	Effective 8/15/98	Effective 8/15/99
CMM	A	CMM INSPECTOR A	24.61	25.01	25.41
CMM	B		23.33	23.73	24.13
			22.09	22.49	22.89
			13.25	13.49	13.73
			16.57	16.87	17.17
			19.88	20.24	20.60
			26.35	26.75	27.15
			24.90	25.30	25.70
			23.53	23.93	24.33
		60% ELECTRICIAN APPRENTICE LEVEL 1	14.12	14.36	14.60
		70% ELECTRICIAN APPRENTICE LEVEL 2	16.47	16.75	17.03
		80% ELECTRICIAN APPRENTICE LEVEL 3	18.82	19.14	19.46
		90% ELECTRICIAN APPRENTICE LEVEL 4	21.18	21.54	21.90
		95% ELECTRICIAN APPRENTICE LEVEL 5	22.35	22.73	23.11
		FLAME HARDENER A	21.25	21.65	22.05
			19.96	20.36	20.76
			18.68	19.08	19.48
			12.10	12.50	12.90
			24.60	25.00	25.40
			23.15	23.55	23.95
			21.78	22.18	22.58
			23.15	23.55	23.95
			21.61	22.01	22.41
			20.63	21.03	21.43
			12.63	13.03	13.43
			13.63	14.03	14.43
			14.63	15.03	15.43
			15.63	16.03	16.43
			16.63	17.03	17.43
			17.63	18.03	18.43
			18.63	19.03	19.43
			19.63	20.03	20.43
			12.38	12.62	12.86
			14.44	14.72	15.00
			16.50	16.82	17.14
		90% GENERAL LAY OUT	18.57	18.93	19.29
			20.60	21.00	21.40
			19.37	19.77	20.17
			18.16	18.56	18.96
			10.90	11.14	11.38
			12.71	12.99	13.27
			14.53	14.85	15.17
		90% LAY OUT FITTER/WEIDER APPRENTICE LEVEL 4	16.34	16.70	17.06
		MACHINE TOOL BUILDER A	24.40	24.80	25.20
		MACHINE TOOL BUILDER B	22.86	23.26	23.66
			21.88	22.28	22.68
			13.88	14.28	14.68
			14.88	15.28	15.68
			15.88	16.28	16.68
			16.88	17.28	17.68
			17.88	18.28	18.68
			18.88	19.28	19.68
			19.88	20.28	20.68
			20.88	21.28	21.68
			13.13	13.37	13.61
			15.32	15.60	15.88
MTB	J6		17.50	17.82	18.14
MTB	J7		19.69	20.05	20.41
MTB	J8				
MTB	P1				
MTB	P3				
MTB	P4				

TBL	A		MACHINE TOOL BUILDER LEADER A	26.35	26.75	27.15
TBL	B		MACHINE TOOL BUILDER LEADER B	24.90	25.30	25.70
TBL	C		MACHINE TOOL BUILDER LEADER C	23.53	23.93	24.33
PTR	A		PAINTER A	18.35	18.75	19.15
PTR	B		PAINTER B	17.10	17.50	17.90
PTR	C		PAINTER C	15.99	16.39	16.79
PTR	P1	80%	PAINTER APPRENTICE LEVEL 1	12.79	13.11	13.43
PTR	P2	90%	PAINTER APPRENTICE LEVEL 2	14.39	14.75	15.11
PTR	P3	95%	PAINTER APPRENTICE LEVEL 3	15.19	15.57	15.95
PFR	A		PIPEFITTER A	20.85	21.25	21.65
PFR	B		PIPEFITTER B	19.61	20.01	20.41
PFR	C		PIPEFITTER C	18.40	18.80	19.20
PFR	P1	60%	PIPEFITTER APPRENTICE LEVEL 1	11.04	11.28	11.52
PFR	P2	70%	PIPEFITTER APPRENTICE LEVEL 2	12.88	13.16	13.44
PFR	P3	80%	PIPEFITTER APPRENTICE LEVEL 3	14.72	15.04	15.36
PFR	P4	90%	PIPEFITTER APPRENTICE LEVEL 4	16.56	16.92	17.28
QCI	A		QUALITY CONTROL INSPECTOR A	19.12	19.52	19.92
QCI	B		QUALITY CONTROL INSPECTOR B	17.89	18.29	18.69
QCI	C		QUALITY CONTROL INSPECTOR C	16.68	17.08	17.48
QCI	P1	60%	QUALITY CONTROL INSPECTOR APPRENTICE LEVEL	10.01	10.25	10.49
QCI	P2	70%	QUALITY CONTROL INSPECTOR APPRENTICE LEVEL	11.68	11.96	12.24
QCI	P3	80%	QUALITY CONTROL INSPECTOR APPRENTICE LEVEL	13.34	13.66	13.98
QCI	P4	90%	QUALITY CONTROL INSPECTOR APPRENTICE LEVEL	15.01	15.37	15.73
SRA	NS		SHIPPING & RECEIVING ATTENDANT	16.10	16.50	16.90
SRT	NS		SHIPPING & RECEIVING ATTENDANT/TRUCK DRV	16.10	16.50	16.90
TDV	NS		TRUCK DRIVER	16.10	16.50	16.90
UTP	NS		UTILITY PERSON	15.60	16.00	16.40
WEL	A		WELDER A	17.55	17.95	18.35
WEL	B		WELDER B	16.30	16.70	17.10
WEL	C		WELDER C	15.19	15.59	15.99
WEL	P1	60%	WELDER APPRENTICE LEVEL 1	9.11	9.35	9.59
WEL	P2	75%	WELDER APPRENTICE LEVEL 2	11.39	11.69	11.99
WEL	P3	90%	WELDER APPRENTICE LEVEL 3	13.67	14.03	14.39

APPENDIX "B" SKILLED TRADES

1. The term "journeyperson" when used in this Agreement will mean any person:
 - a) who has served a Ministry of Skills Development approved apprenticeship program of 8,000 or 9,000 hours or another bonafide apprenticeship program and holds a certificate in the appropriate skilled trade, or
 - b) who has eight (8) years of practical experience in the appropriate skilled trade in which they claim journeyperson status.
2. No person will be employed in one of the skilled trades classifications set out in this Agreement unless they are a journeyperson.
3. Notwithstanding the above, the Company will continue to employ in the skilled trades classifications employees who at the date of ratification of this agreement are employed in one of the skilled trades classifications set out in this Agreement.
4. The apprenticeship standards will not be less than the standards set out by the Ministry of Skills Development. The apprenticeship program will be considered as an inseparable part of this agreement.
5. The Company agrees to deduct the sum of one-half (½) hour per year as dues to the CAW Skilled Trades Council, from employees hired, rehired, reinstated or transferred to a skilled trades classification upon receipt of individual authorization cards signed by such employees. Such deduction will be made at the same time as regular Union dues and thereafter on an annual basis in the month of January. These deductions, along with the names of the employees will be remitted to the Financial Secretary of the Local Union.

Journeypersons: All Journeypersons within each skilled trade classification are designated at one of the three wage levels referred to as "A", "B", "C".

CJ: Employees within skilled trades classifications who are designated at the "CJ" wage level are non-journeypersons and non-apprentices as defined in the Collective Agreement and who are working towards eight years of experience in that classification at which time the employees will be a Journeyperson and paid the "C" rate of the classification. Employees who provide proof that they have a skilled trades certificate or provide proof satisfactory to the Company of up to eight (8) years of practical experience in the appropriate skilled trade in which they claim journeyperson status with other employees will be moved to the "C" rate upon receipt of the satisfactory proof. During the eight year period "CJ"s are paid as follows:

Recognized Years of Experience in the Trade	All Skilled Trades	Painter
8	"C" - \$1.00	"C" - \$.50
7	"C" - \$2.00	"C" - \$1.00
6	"C" - \$3.00	"C" - \$1.50
5	"C" - \$4.00	"C" - \$2.00
4	"C" - \$5.00	"C" - \$2.50
3	"C" - \$6.00	"C" - \$3.00
2	"C" - \$7.00	"C" - \$3.50
Start	"C" - \$8.00	"C" - \$4.00

Notwithstanding the above persons employed by the Company at the date of ratification as painters at the "CJ" wage level will be paid in relation to the "B" level using the formula set out above.

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1

Re: Breaktime

The Company agrees that when it is aware that contractor traffic is going to be heavy in the plant, the Plant Manager will meet with the Union Chairperson to discuss ways to address and resolve congestion and overcrowding at the coffee truck or microwave oven during break and lunch periods.

Potential resolves may include scheduling an additional coffee truck during these periods or split breaks between bargaining unit employees and contract workers.

LETTER OF UNDERSTANDING #2

RE: Temporary Agency Employees: Cleaning and Taping Machines

Notwithstanding sub-article 2.02 of the Agreement, the Company may continue to **use** Temporary Agency Employees to clean and tape equipment in preparation for painting and to do touch up painting. **If** the Company requires the above work to be done on Saturday or Sunday, the Company will offer the work to employees in the non-skilled trades classification at the General Labour rate **of** pay prior to utilizing Temporary Agency Employees. It is understood however, that this will not take place if bargaining unit employees employed in non-skilled trades classifications are on layoff, unless these laid off employees refuse recall to **do** the cleaning and taping work at the lowest seniority rate of pay for the General Labour Classification.

LETTER OF UNDERSTANDING #3

Re: Non-Bargaining Unit Personnel Performing Bargaining Unit Work

The parties continue to recognize the traditional roles of Flamecraft Foreman, Electrical Foreman and Controls Engineering personnel.

The Union recognizes that traditionally these individuals have, **as** part of their duties, done some work that is considered bargaining unit work and that they will continue to do this work in order to meet customer requirements and deadlines.

The Company in turn recognizes that lines of demarcation between non-bargaining and bargaining unit personnel must **be** respected. Therefore, it is understood that the Electrical Foremen and Controls Engineering personnel will troubleshoot controls related issues in conjunction with bargaining unit employees.

It is understood, as referred in sub-article 2.02, that such activities will not be used to circumvent overtime opportunities or cause the layoff of bargaining unit employees.

LETTER OF UNDERSTANDING #4

Re: Collective Agreement/Union Office

The Company agrees to provide pocket-size Agreements to all employees and twenty (20) copies to the National Union within three (3) months after ratification.

The Company will provide a suitable air conditioned Union office with a phone, computer, desk, filing cabinet and chairs. The Company will pay the monthly phone bill for local calls. The location of the office will be mutually agreed by the Union and the Company.

LETTER OF UNDERSTANDING #5

RE: Pay Equity

During negotiations for a first Collective Agreement, the parties met and reviewed each classification in the agreement in view of the Pay Equity Act.

As the parties determined that there are no female dominated classifications, it was agreed that no pay adjustments are

required.

LETTER OF UNDERSTANDING #6

RE: Hiring

Notwithstanding paragraph 2 of the Skilled Trades Appendix, where the Company is unable to hire journeypersons in one of the skilled trades classifications, the Company may hire persons with lesser qualifications and/or experience, only after posting that job with the same lesser qualifications in the plant first. If the Company hires such persons, it will, prior to the end of the probationary period, meet with the Union and review the employee's performance. Where both the Company and the Union are satisfied with the employee's performance, the employee may continue to be employed in the classification.

LETTER OF UNDERSTANDING #7

RE: Layout Fitter/Welder, Shipping Receiving Attendant/Truck Driver, and Truck Driver

(a) During negotiations the duties of layout fitter/welder was discussed at length.

The parties agreed the layout fitter/welder has certain welding ie: internal pipe welding to do in conjunction with the fitting process.

Additionally, layout fitter/welder may be required to perform pre-welding of bases internally and externally in areas for ease of process, safety requirements and mounting of sub-assembly components.

Assignment to layout fitter/welder of additional welding work will be done in accordance with Article 12.06.

- (b) The employees in the Shipping and Receiving Attendant/Truck Driver and Truck Driver classifications must have and maintain a Class Driver's Licence and will operate Company vehicles in a safe manner and in accordance with the provisions of the **Highway Traffic Act**. Present employees in these classifications will be given a reasonable time to obtain their Class "D" licence and the Company will pay the cost of an accredited training program, to a maximum of three hundred dollars (\$300.00). The Company will pay the medical required to keep a Class "D" licence in good standing.
- (c) Notwithstanding the provisions of Appendix "A", it is understood that the Company will not be posting any further positions in the Shipping and Receiving Attendant/Truck Driver classification and that **all** further postings and/or hirings will be in one of the Shipping & Receiving Attendant or Truck Driver classifications.

LETTER OF UNDERSTANDING #8

RE: Chairperson/Request Time Off for Committee

This is to confirm that the Company will give reasonable consideration to requests from the Union Chairperson for time off with pay for the whole Committee to meet. If possible, such meetings will be held on Thursday at 2:30 p.m. and the request to the Company will be made by the Chairperson not later than one (1) day in advance.

LETTER OF UNDERSTANDING #9

RE: Reclassification Letter

The employee performing the Grinder functions in the GM1 A classification will be reclassified as a GM 2 A and red circled at his current rate of pay (\$24.00) for the life of this Collective Agreement.

OTHER AGREED TO ITEMS

The parties agree to amend Schedule A with the following changes:

- (a) Amend wage rate for all classifications as follows:
 - August 15, 1997 \$0.60 increase for all classifications
 - August 15, 1998 \$0.40 increase for all classifications
 - August 15, 1999 \$0.40 increase for all classifications

- (b) In addition, effective August 15, 1997 the following classification adjustments will be made:
 - MachineTool Builder Leader \$1.75
 - Electrician \$1.75
 - MachineTool Builder \$1.25
 - CMM Inspector \$3.00
 - Layout Fitterwelder \$0.75
 - Welder \$0.50
 - QC Inspector Fabricator \$0.50

- (c) Add the following language:
Employees in the QC Inspector Fabricator classification who are required to work outside of the Employee's premises to perform inspection duties will be paid a premium of \$1.00 for all such hours worked.

The parties agree to number the Letters of Understanding as follows:

- 1. Break Time
- 2. Clean/Taping
- 3. Existing Letter (amended)
- 4. CA/Union Office
- 5. Pay Equity
- 6. Hiring item#4 appendix "B"
- 7. Fitterwelder and Shipping and Receiving Attendant/Truck Driver
- 8. Chairperson/Request Time Off for Committee
- 9. Reclassification Letter

The parties hereto hereby agree to delete the Letter of Understanding #1 with respect to Machine Tool Builder Leader and the Letter #6 with respect to Seniority from the Collective Agreement.

The parties agree to amend the Collective Agreement as follows:

- 1. Schedule " A add classifications of Truck Driver and Shipping Receiving Attendant at same rate of pay as S/R Truck Driver.

- 2. Refer to Letter of Understanding #9.

- 3. The grievance of Chris Lesperance is settled on the basis of his 3-day suspension being reduced to a written warning. He will be paid 24 hours pay at his current rate of pay (\$19.25) on the first full pay period following ratification.

The parties agree as follows:

- 1. The parties agree that none of the amendments contained in this Memorandum of Agreement will have any retroactive operation except for the August 15, 1997 wage increase contained in Schedule " A . This increase will be calculated on all paid hours between August 15, 1997 and the date of ratification and paid to employees within two (2) full pay periods following the date of ratification.

- 2. The changes to Article 38 will be in put place by the employee no later than 30 days following the date of ratification but claims will' be honoured to the date of ratification.

- 3. DaleWalde's date of hire will be deemed to be June 13, 1986.

4. The parties agree to the schedule *of* paid holidays.

APPRENTICESHIP PROGRAM

The Apprenticeship Program as described herein has been agreed upon by Ex-Cell-0 Canada Ltd. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW) and its Local NO. 195.

ARTICLE 1 JOINT APPRENTICESHIP COMMITTEE

There will be a Joint Apprenticeship Committee composed of an equal number of members not in excess of four individuals with ~~two~~ representatives selected by management and ~~two~~ representatives selected by the Union. The Committee will elect a Chairperson and Recording Secretary with the positions of Chairperson and Recording Secretary to be rotated annually such that whichever party is elected Chairperson the opposite party will seat the Recording Secretary.

Role and Responsibilities of the Committee:

- (a) The primary function of this Committee is advisory in nature;
- (b) Will meet at least quarterly or sooner if required;
- (c) Will recommend adjustments to the in-house training;
- (d) Will review the progress of the apprentice on a quarterly basis;
- (e) If a dispute arises that the Joint Committee cannot agree upon then the Chairman will present the recommendations to the ~~Vice-President/General Manager~~ for resolution.

ARTICLE 2 STANDARDS

The minimum standards of training will be those standards required by the Apprenticeship and Client Services Branch of the Ontario Training and Adjustment Board. Any training standards will be reviewed by the Joint Committee.

Skilled Trades apprenticeships not governed by the Agency will be formulated internally and reviewed by the Joint Committee prior to implementation.

ARTICLE 3 APPLICATION FOR APPRENTICESHIPS

When the Company is in need of an Apprentice, it will post the Job Posting in accordance with Article 12.

ARTICLE 4 APPRENTICESHIP ELIGIBILITY REQUIREMENTS

The minimum education requirement will be Grade 12 or its equivalent and there will be a 60 working day evaluation for both seniority and probationary employees to determine technical ability prior to the Company deciding if it will enter into an apprenticeship contract for the applied trade.

A seniority employee who transfers from a non-skilled classification to an Apprenticeship and who lacks competency or the ability to learn, as assessed by the Company during the aforementioned evaluation period, may return to his/her previous classification within 60 actual working days once only during the life of the apprenticeship.

Further, a seniority employee who transfers from a non-skilled classification to an Apprenticeship and is laid off, may return to his/her previous classification only once during the life of the apprenticeship. The provisions of Article 11.03 will prevail in the event of any subsequent layoff.

ARTICLE 5 CREDIT FOR PREVIOUS EXPERIENCE

The Company, or the Company upon the recommendation of the Committee, will recognize prior experience in an Ex-Cell-0 Canada Ltd. approved trade upon written verification satisfactory to the Company.

ARTICLE 6 TERM OF APPRENTICESHIP

The term of the apprenticeship will be as required by the parties as listed on Schedule "A". Each phase of the scheduled hours of shop training will be considered complete if it is within (plus or minus) 10 per cent of the allocated shop training time.

ARTICLE 7 TERMS AND CONDITIONS OF EMPLOYMENT

All terms and conditions of employment of Apprentices will be as set out in the Collective Agreement except as expressly modified by this Program.

ARTICLE 8 RATIO

The ratio of apprentices will be governed by the need for apprentices to be determined by the Company and will comply to all provincial regulations.

ARTICLE 9 DISCIPLINE

The Company will have the authority to cancel the apprenticeship agreement of the apprentice at any time for any of the following reasons, upon the recommendations of the Joint Committee:

- (a) inability to learn
- (b) unsatisfactory work
- (c) lack of interest in the work or education

The Company may terminate or reassign the apprentice upon cancellation of the apprenticeship agreement. This will not limit the right of the Company to discipline an apprentice for cause for matters not related to training as an apprentice.

Notwithstanding the above, a CJ who has transferred to an apprenticeship and signed an apprenticeship contract, will revert to his/her former CJ status in the event the Company cancels the apprenticeship contract whereas a transferee from a non-skilled classification, will revert to his/her former non-skilled classification in the event the Company cancels the apprenticeship contract.

ARTICLE 10 WAGES

Apprentices in any Ex-Cell-O Canada Ltd. approved trade will be paid for all hours worked at a progressively increasing schedule of wages as follows:

For Apprenticeships requiring 4800 hours

1st 1600 hours 60% -C- Classification Rate

2nd 1600 hours 75% -C- Classification Rate

3rd 1600 hours 90% -C- Classification Rate

For Apprenticeships requiring 5400 hours (CMM)

1st 1800 hours 60% -C- Classification Rate

2nd 1800 hours 75% -C- Classification Rate

3rd 1800 hours 90% -C- Classification Rate

For Apprenticeships requiring 7200 hours (Painter)

1st 2400 hours 80% -C- Classification Rate

2nd 2400 hours 90% -C- Classification Rate

3rd 2400 hours 95% -C- Classification Rate

For Apprenticeships requiring 8000 hours

1st 2000 hours 60% -C- Classification Rate

2nd 2000 hours 70% -C- Classification Rate

3rd 2000 hours 80% -C- Classification Rate

4th 2000 hours 90% -C- Classification Rate

For Apprenticeships requiring 9000 hours

1st 1800 hours 60% -C- Classification Rate

2nd 1800 hours 70% -C- Classification Rate

3rd 1800 hours 80% -C- Classification Rate

4th 1800 hours 90% -C- Classification Rate

5th 1800 hours 95% -C- Classification Rate

An apprentice will be credited with all hours worked in the respective trade in any work week for purposes of calculating duration of apprenticeship.

New apprentices whose starting rate or credit level under the Apprenticeship Agreement and whose starting rate would be less than their present wage rate will remain at that rate until hours of training, or contract rates, warrant an increase in wage per hour.

Upon written proof of successful completion of the required provincial examination as provided by the Ontario Training and Adjustment Board, the apprentice will be paid the C Rate retroactive to the date the exam was successfully written. Upon receipt of the Certificate of Apprenticeship and Certificate of Qualification the apprentice must provide the original documents to the Human Resources Department to be copied for inclusion in the employee file.

Apprentices will not be compensated in wages for time spent in schooling in O.T.A.B. or employer sponsored trades however required courses for the employer sponsored trades will be reimbursed upon presentation of proof of payment.

The Company agrees to pay for coursework for which the Apprentice was registered prior to a layoff, upon presentation of proof of payment.

The Company agrees to the loan of personal protective equipment used by Welder Apprentices for coursework.

ARTICLE 11 SCHOOL ATTENDANCE

School attendance is mandatory and failure to attend all schooling in accordance with Ontario Training and Adjustment Board regulations will result in the cancellation of the Apprenticeship contract by the Company.

ARTICLE 12 TOOL PURCHASE ARRANGEMENT

The Company agrees to purchase the necessary tools from a prescribed list up to a maximum of \$1,000.00 (plus Provincial Sales Tax and the Goods and Service Tax subject to any statutory requirements of Ex-Cell-0 Canada Ltd. to collect such taxes) pertinent to the respective trade on behalf of the Apprentice and the cost will be deducted weekly from the apprentices's pay by regular payroll deduction for one year beginning the first pay period after signing the apprenticeship contract, upon signed authorization of the Apprentice. The Apprentice will further agree to allow the Company to withhold any outstanding balance from his/her final pay in the event of termination or resignation.

Loss or damage to tools will be the responsibility of the apprentice and subject to replacement at his/her cost.

ARTICLE 13 MODIFICATION TO APPRENTICESHIP PROGRAM

The Company, or the Company upon the recommendation of the Committee, may amend features or add schedules to the apprenticeship program as described herein and the Union if it is not in agreement with any such

amendments or changes, reserves the right to lodge a grievance in the manner and to the extent provided under the existing Collective Agreement.

MGN/II
03/24/95

SCHEDULE A

The Company proposes the following Apprenticeships as being appropriate for the specified classifications:

Skilled Trades	Recommended Apprenticeship	Total Hours	Credit Courses Required
MTB	Tool and Die	8,000	18
GM2	General Machinist	8,000	18
Electrician	Industrial Electrician	9,000	18
Pipefitter	Hydraulics/Pneumatics Mechanic	8,000	18
Layout Fittermelder	Fittermelder	8,000	*18
QC Inspector/ Fabrication	Fittermelder Apprenticeship plus additional QC courses at St. Clair College as shown below to either replace 3 of the required welding courses or be added to the coursework component: 1) QC 115 Quality Awareness and Introductory S.P.C. 2) ME 116 Geometric Dimensioning and Tolerancing 3) Welding Inspection Course (custom designed for Ex-Cell-0 by Contract Training Department).	8,000	21

* Must meet the qualifications as required by the Pressure Vessels Safety Branch of the Ministry of Consumer and Commercial Relations for a "6G" ticket (which is equivalent to the "S" classification "all,position" C.W.B. standard of the Canadian Welding Bureau Association).

Skilled Trades	Recommended Apprenticeship	Total Hours	Credit Courses Required
CMM Inspector	Employer Sponsored CMM Inspector	5,400	12 (see Schedule B)
Welder	Employer Sponsored Welder	4,800	8 (see Schedule C)
Painter	Employer Sponsored Painter	7,200	12 (Waived)

SCHEDULE B

Required Coursework* for CMM Inspector Apprenticeship (Employer Sponsored)

EG100	Engineering Materials
ME116	Geometric Dimensioning and Tolerancing
MIC110	Computer Applications 1
MT010	Mathematics 010
MT103	Trigonometry (or Equivalency)
MT405	Probability and Statistics 1
OA176	Excel & Access
QC114	Statistical Quality Control 1
QC115	Quality Awareness and Introductory S.P.C.
QC117	Non-Destructive Testing
TA109	Blue Print Reading 1
TA231	Blue Print Reading 2

* Source: Continuing Education Calendar, Spring/Summer 1997, St. Clair College of Applied Arts and Technology, Continuing Education.

NOTE Should any of the above courses not be available, a suitable substitution will be made in accordance with Article 13 of the Apprenticeship Program.

08/27/97

SCHEDULE C

Required Coursework for Welder Apprenticeship (Employer Sponsored).

Process:

1. A procedural test will be established through the Contract Training Department at St. Clair College and apprentice candidates would be tested against this standard.
2. To be deemed qualified the candidate would have to pass the test for the standard and supply proof as to where the experience was acquired.
3. An unqualified candidate would be required to take all courses below or those welding courses where he/she does not meet the qualification:
 - Welding 100
 - Welding 200
 - Gas Metal Arc Welding (MIG)
 - Welding 300 (Vertical)
 - Welding 400 (Overhead)
 - Welding 500 (Basic High Pressure All Position)
 - Welding 600 (6" Pipe)
 - Welding 700 (2" Pipe to 6 G Position)
4. Seniority employees currently holding Journeyperson status within the welder classification, may upgrade to the 6G ticket under the provisions of Article 26.

NOTE: The aforementioned is equivalent to the **S** Classification all position CWB standard of the Canadian Welding Bureau Association and the qualifications as required by the Pressure Vessels Safety Branch of the Ministry of Consumer and Commercial Relations for a 6 G ticket. Recertification is required on an annual basis on the anniversary date of issue.

02/15/95

To: wid-dimt-lib@lab.wid.ws@nhq
From: <Dan_Higgins/EMTI/NAO@ex-cell-o.com>
Cc:
Subject: File 1113201
Attachment: attach1
Date: 2002-04-02 11:40 AM

This is a response to your request for an updated labour agreement.

EX-CELL-0 Canada Ltd. is was permanently closed in March of 2001 with all employees being terminated.

Please remove this firm from your files that trigger future mailing requests.

Regards,

Dan Higgins