

COLLECTIVE AGREEMENT

BETWEEN

STACKPOLE LTD.

(hereinafter referred to as “the Company”)

- and -

UNITED STEELWORKERS OF AMERICA

(hereinafter referred to as “the Union”)

Term: July 22, 2003

to

November 8, 2006

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Memorandum of Agreement

BETWEEN:

STACKPOLE LTD.
(hereinafter referred to as “the Company”)

-and-

UNITED STEELWORKERS OF AMERICA
(hereinafter referred to as “the Union”)

The parties have agreed the attached memorandum and the amended changes to the collective agreement to expire November 8, 2006.

Dated this 20th day of July, 2003 at the City of Toronto

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Company and the Union.

1.02 The Company will supply copies of the Collective Labour Agreement to all employees in booklet form.

ARTICLE 2

RECOGNITION AND SCOPE

2.01 (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees referred to in the certificate issued by the OLRB dated July 15, 1987 that is all employees of Stackpole Limited at 550 Evans Avenue, in the Municipality of Metropolitan Toronto, save and except supervisors, persons above

the rank of supervisor, office, clerical and technical staff, sales staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

- 2.01 (b)** Students will not be members of the bargaining unit and will be subject to the following conditions:
- (i) Employment dates will start no sooner than **May 15** and end no later than one week after the Labour Day Holiday.
 - (ii) Will not be subject to recall and displacement provisions.
 - (iii) Will not be entitled to benefits.
 - (iv) Will not be scheduled for overtime, until qualified bargaining unit employees have been offered the opportunity first.
 - (v) Will not pay initiation fees to the Union, but will pay regular union dues.
 - (vi) Will be paid at rate of **\$13.50 per hour effective 2004**.
- 2.02 Bargaining unit employees will not be laid off as a result of supervisors or other employees excluded from the bargaining unit performing bargaining unit work. Nor will work included in the bargaining unit be performed by people outside the bargaining unit for the purpose of avoiding paying overtime to bargaining unit members.
- 2.03 **(a)** If the Company moves part of the work presently performed at 550 Evans Avenue to another Company location within a fifty (50) kilometer radius of 550 Evans Avenue, employees laid off as a result will be given the first opportunity to occupy vacant positions for which they are qualified at the location to which the work has been transferred before any new employees are hired from the outside. It is agreed that the offer to move to another Company location shall be a one-time offer only.
- 2.03 (b) Employees who are laid off with no opportunity for employment at a new Stackpole facility as addressed in 2.03 (a) will be given 2.5 weeks pay for each year of service or part thereof along with full benefits (excluding WI) continuation for the duration of the severance pay. It is understood that this fulfills all Severance requirements of the Employment Standards Act.**
- 2.04 The Company shall not contract out work which is normally performed by employees in the bargaining unit if the effect of such contracting out would result in the lay-off of bargaining unit employees. This does not preclude the Company from moving operations to other Company owned locations or taking advantage of technological change. It is understood and agreed that the company will notify a union official in advance of any parts to be contracted out including identification of the location to perform the work, the process, and the reason for the action. If requested by the union, the company further agrees to discuss the proposed contracting out activity with the union, including the use of overtime.

ARTICLE 3

RELATIONSHIP

- 3.01 The Company and the Union agree that there shall be no discrimination in the training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, age, sex, creed, religion, colour, national origin, handicap, sexual orientation or union activity. It is understood and agreed that this Article shall not interfere with the Company's policy of normal retirement at age sixty-five (65).
- 3.02 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code and the Canadian Bill of Rights and Freedoms.
- 3.03 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company during the employees' working hours except by agreement of the Company.
- 3.04 On the first day of work, the Company shall introduce each new employee to his Union Steward (and the Local Union Chairperson if he is present), who shall be allowed a twenty (20) minute union orientation period with the new employees in the Union Office on Company premises during the workday.
- 3.05 The parties agree to meet within forty-five (45) days of ratification of the collective agreement to jointly develop a policy on harassment which will include awareness training for no longer than two (2) hours. The Company agrees to pay the full cost of the training. The awareness training for all employees will be concluded no later than January 15, 2004. New hires will be done after the employees have completed their probation.**

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive right of the Company to operate and manage its business and exercise all its functions in accordance with the laws under which it operates except to the extent that these functions are specifically modified by this Collective Agreement.
- 4.02 Without restricting the generality of Article 4.01, it is agreed that the location of plants, the products to be manufactured, the schedules of production, the methods of operation, the determination of quality and quantity standards, and the control of material and parts to be used, shall be the exclusive function of management.

4.03 It is the exclusive function of the Company to maintain order, efficiency and discipline; to hire or retire (at age sixty five (65)); discharge, suspend, discipline or demote for just cause; transfer, classify or promote employees; to increase or decrease the working force; assign employees to shifts (in accordance with current practice) and specify job assignments, subject to any part of this Agreement which is relevant thereto.

4.04 It is further agreed that the Company may make, alter from time to time, and enforce reasonable plant rules provided such rules are not inconsistent with the provisions of this Agreement and they have been reviewed with the Local Union **Chairperson** prior to implementation.

ARTICLE 5

NO STRIKES OR LOCKOUTS

5.01 It is agreed that there will be no strikes during the lifetime of this Agreement.

5.02 It is further agreed that management will not lockout its employees during the lifetime of this Agreement.

5.03 The **word** “strike” and the word “lock-out” shall be deemed to have the meaning given those words in the Labour Relations Act.

ARTICLE 6

UNION SECURITY

6.01 The Company agrees that all employees in the bargaining unit shall become and remain members of the Union as a condition of their continued employment.

6.02 **The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union’s Constitution.**

6.03 **All dues, initiation fees and assessment shall be remitted monthly to the Union forthwith and in any event no later than the 15th day of the month following the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. 13083, Postal Station “A”, Toronto, Ontario, M5W 1V7 in such form as shall be directed by Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Co-Ordinator at 25**

Cecil St., Toronto, ON M5T 1N1, by mail or facsimile.

- 6:04 The remittance and the R-115 shall be accompanied by a statement containing the following information:**
- (a) a list of the names of all employees from whom dues were deducted and the amount of dues deducted;**
 - (b) a list of the names of all employees from whom no dues have been made and reasons; and**
 - (c) the information shall be sent to both Union addresses identified in Articles 6.04 in such form as shall be directed by the Union to the Company.**
- 6:05 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.**
- 6:06 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.**

ARTICLE 7

UNION REPRESENTATION

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select Union stewards who have completed their probationary period for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Company agrees to recognize a total of six (6) stewards for one hundred and fifty employees (150) in the bargaining unit. Thereafter the number of stewards may increase by one (1) for every increase of twenty-five (25) bargaining unit members to a maximum of nine (9) stewards. The Company shall be notified by the Union, in writing, of the names of the Union stewards, and the areas they are representing and any changes made thereto. Such stewards will not be recognized until written notification is received.
- 7.03 The Company agrees to recognize and deal with a Union Grievance Committee of not more than three (3) employees plus the Local Union Chairperson.
- 7.04 When the legitimate business of a Grievance Committeeperson or Union steward require him to leave his workstation and/or department, he shall first receive permission from his supervisor (such permission shall not be unreasonably withheld).

- 7.05 The Company agrees that stewards and Grievance Committee person shall not suffer loss of pay for time spent in the handling of grievances.
- 7.06 In addition to the above, there shall be a union-management committee which shall meet at least bi-monthly to discuss matters of mutual concern. This committee shall be comprised of three (3) members appointed by management and three (3) members appointed by the Union.

ARTICLE 8

NEGOTIATING COMMITTEE

- 8.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees, including the **Chairperson** of the Local Union, who shall be regular employees of the Company, along with representatives of the International Union.
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8.03 The Company agrees to allow members of the Negotiating Committee the day off work without loss of pay on each day the Committee is scheduled to meet with management prior to conciliation.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the parties hereto that 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.
- 9.02 It is generally understood that an employee has no complaint or grievance until he either directly or with the assistance of a union steward, has first given his immediate Supervisor an opportunity to adjust the complaint.
- 9.03 If, after registering the complaint with the immediate Supervisor and such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

Step 1

The Grievance shall be submitted in writing to the Production Manager either directly or through the Union. The Production Manager and the appropriate representatives of management shall meet with the Grievance Committee within three (3) working days of receipt of the grievance in an attempt to resolve the grievance. The grievor shall be present at this meeting if requested by either party. The Production Manager shall within a further three (3) working days, answer the grievance and return a copy to the Union.

Step 2

If the grievance remains unsettled at the conclusion of Step 1, the Union may, within five (5) working days, submit the grievance to the Human Resources Manager, who shall within five (5) working days after receipt, hold a meeting between the Union Grievance Committee (not to exceed three (3) in number) plus the Local Union Chairperson and the appropriate representatives of management in a final attempt to resolve the grievance. The field staff representative of the Union and the grievor may be present at this meeting if requested by either party. If the grievance is not resolved at that meeting, the Human Resources Manager shall render a decision in writing to the Union within five (5) working days after the meeting.

- 9.04** The Company shall not be required to consider any grievance which is not presented within seven (7) working days after the grievor and the Union first became aware of the alleged violation of the Agreement.
- 9.05** If final settlement of the grievance is not reached at Step 2 then the grievance may be referred to in writing by either party to arbitration as provided in Article 11, Arbitration, at any time within thirty (30) calendar days after the decision is received under Step 2.
- 9.06** When two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Company beginning at Step 1 of the Grievance Procedure.
- 9.07** The Union or the Company shall have the right to initiate a policy or a grievance of a general nature, beginning at Step 2 of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.
- 9.08** (a) The time allowance provided in this Article may be extended by mutual agreement between the parties in writing.

(b) If the time allowance, or any extension thereof, is not observed by the party who it is alleged has violated the Agreement, the grievance will be considered as advanced to the next step of this procedure, including arbitration.

9.09 At any stage of the Grievance Procedure including arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring parties, or the arbitrator, to have access to the plant to view disputed operations and to confer with the necessary witnesses.

9.10 **The company agrees that the grievance committee and the grievor shall be paid for attendance at the grievance meeting at Step 1 and Step 2 of the grievance procedure.**

ARTICLE 10

DISCHARGE AND DISCIPLINARY ACTION

10.01 A claim by an employee, that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within seven (7) working days after the employee receives notice that he has ceased to work for the Company or returns to work after a suspension as the case may be:

Such special grievance may be settled by:

- (a) confirming the management's action to discharge or suspend the employee, or
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- (c) any other arrangement, except loss of seniority, which in the opinion of the conferring parties, or the arbitrator, is just and equitable.

10.02 An employee **who is to be** dismissed without notice, shall have the right to interview his Union steward, or a Union Executive member if a Union Steward is not available **and the company** for a reasonable period of time, before leaving the Company premises.

10.03 The Company agrees with the principle of progressive discipline. As such, any notice of disciplinary action which is intended to form part of an employee's employment record shall be given in the presence of a Union steward, with a copy to the union. Warnings shall be removed from an employee's disciplinary record after a period of one year and suspensions shall remain in the employee's disciplinary record for up to eighteen months.

ARTICLE 11

ARBITRATION

11.01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to this Agreement.

11.02 The panel of arbitrators shall be as follows:

**David Murray
George Surdykowski
Robert Herman
Lorne Slotnick**

11.03 Should any of the arbitrators constituting the above mentioned panel of arbitrators withdraw or resign from the panel, then the parties shall agree upon a replacement.

11.04 The arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to arbitration. Should any arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to him, then he shall be passed over to the next in line.

11.05 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the arbitrator on an equal basis.

11.06 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

11.07 The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 12

SENIORITY

12.01 An employee shall not have any seniority, and shall be considered as a probationary employee until he shall have attained seniority status by working a total of sixty (60) days worked in a period of four (4) months, unless he was unable to work because of an accident or illness arising out of his employment, in which case the four (4) month period shall be extended to cover the period of disability. Until a probationary employee attains seniority status, his name shall not appear on any seniority list. Upon completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire. During the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Company.

12.02 (a) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in cases of lay-off and recall after lay-off, senior employees shall be entitled to preference, provided that management shall have the right to pass over any employee who cannot demonstrate in a three (3) shift training period that they have the ability and/or physical fitness to perform the work. Due to the extensive training requirements of the following classifications, the following positions are exempt from the provisions of this clause:

PRODUCTION Blender, Quality Control Inspector, Sintering Lead Hand; All ENGINEERING SERVICES, All TOOL ROOM, and all SET-UP classifications.

12.02 (b) An employee in a skilled trades classification who is declared surplus may elect in writing, within two (2) working days after being declared surplus, to be laid off rather than displace an employee with less seniority in a lower paying job under

provisions of this Article and he/she shall only be recalled whenever the job from which he/she was laid off from becomes available. However, an employee who so elects may notify the Company in writing that he/she wishes to withdraw such election and he/she shall be placed on the recall list and recalled to the first opening in accordance with his/her seniority.

12.03 Seniority shall be maintained and accumulated during:

- (i) absence due to lay-off, sickness or accident, to a maximum of twelve (12) months or the employee's length of service, whichever is less (twenty-four (24) months for employees with four (4) years service or more);
- (ii) authorized leave of absence.

12.04 (a) An employee shall lose his seniority standing and his name shall be removed from all seniority lists and his employment shall be deemed to be terminated for any one of the following reasons:

- (i) if the employee voluntarily quits;
 - (ii) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
 - (iii) if the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
 - (iv) if the employee has been on lay-off, sickness or accident leave for twelve (12) months or the employee's length of service, whichever is less (twenty four (24) months for employees with four (4) years service or more);
 - (v) if the employee is absent without permission for three (3) consecutive working days without notifying the Company with a valid reason.
- (b) When recalling an employee after lay-off, he shall be notified by registered mail or telegram and allowed five (5) working days from date of mailing to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled, but shall be temporarily employed until the senior employee reports within the five (5) working day period. It shall be the employee's responsibility to keep the Company notified as to any change of his address or telephone number so that they will be up to date at all times.

12.05 Seniority shall be on a plant-wide basis and shall mean total length of continuous service in the bargaining unit as defined in Article 2.01 (a).

- 12.06** Committee persons and Union stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year, with a copy posted on the plant bulletin board for employee inspection and a copy mailed to the Toronto area office of the Union. The Union shall be issued a up-to-date list of employees' rates and job classifications on a quarterly basis.
- 12.07** (a) Whenever it becomes necessary to reduce the work force, the employees affected who have completed their probationary period shall be given a minimum of one (1) week's notice in writing in advance of the date of lay-off or pay in lieu thereof. Lay-off shall only take place at the end of the employee's shift on a Friday.
- (b) The Local Union **Chairperson** shall be notified in advance of the names of any employees slated for lay-off and the expected duration of same.

12.08 (a) Job Vacancies

Announcements of opportunities for all job vacancies in new or existing jobs, within the bargaining unit, will be posted on the bulletin boards for a period of three (3) full working days prior to the filling of job vacancy. Employees desiring consideration in the filling of the job vacancy shall signify their desire by signing the job notice during the period in which it is posted. All jobs shall be awarded within five (5) working days from the date of removal of the job vacancy announcement.

(b) Applicants will be considered on the basis of their skill, ability, qualifications and seniority. If among two (2) or more applicants these factors are relatively equal, seniority shall govern. The job left vacant as a result of the filling of the original vacancy will also be posted, but any further vacancies may be filled by the Company at its discretion except that in the case where the vacant job was previously posted within four (4) months, the company will consider candidates, who applied for that posting, before exercising its discretion. If there are no acceptable applicants for any vacancy, the Company may fill the vacancy at its discretion. When the company fills a vacancy at its discretion, the Company will give first consideration to employees with seniority before the Company considers probationary employees.

(c) Jobs shall not be considered vacant when employees are not at work because of sickness, accident or authorized leave of absence.

(d) Probationary employees and employees who have successfully bid for a job shall not be entitled to bid on another job for six (6) months, unless it is to a higher rated job.

- 12.09** (a) In all cases of transfer on a temporary basis **in excess of four hours or more on a shift**, the most senior employee from within a lower classification within the same department on the same shift, shall be offered the temporary transfer first, provided that the Company does not elect to fill the temporary vacancy with an employee in an equivalent classification. In the case of absenteeism, this provision shall apply if notice of absence is received prior to the lunch period of the

employees previous shift. Temporary vacancies created by temporary transfers may be filled at the Company's discretion.

(b) In cases of temporary transfers in excess of four (4) weeks, the Company will post the temporary transfer. The transfer shall be posted for a period of two (2) full working days. The transfer shall take place within three (3) working days of the removal of the posting. If there are no acceptable applicants for the transfer, the Company may transfer at its discretion in accordance with 12.09(a). Employees posting into these temporary transfers shall be returned to their original positions at the completion of the temporary transfer.

(c) In all cases of temporary transfer for four (4) hours or more on a shift, employees shall be paid their current job rate or the rate of the assigned job, whichever is greater.

12.10 The Plant Chairperson, Plant Secretary, and Chief Steward shall have top plant-wide seniority in case of lay-off and shall be retained by the Company on work which he/she is able to perform.

12.11 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority one time only for a period of nine (9) months following such transfer and should the company return the employee to the bargaining unit during the nine (9) month period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer

12.12 When submitting the seniority list to the Union on or about June 30th and December 31st in each year, the Company shall also include the current addresses of bargaining unit employees.

ARTICLE 13

LEAVE OF ABSENCE

13.01 (a) Leave of absence without pay may, at the discretion of the Company, be granted, without loss of seniority, for a maximum of three (3) months, provided that an application is made in writing.

(b) Any employee with at least five (5) years service shall be entitled to a leave of absence, not to exceed twenty-one (21) calendar days, provided that no more than one (1) employee is on leave from any department at the same time. Such leave may be renewed once every three (3) years. If two (2) or more employees in the same department are entitled to a leave of absence at the same time, seniority shall govern. **Emergency Leave of Absence requests will not be unreasonably withheld.**

13.02 In cases of pregnancy, employees shall be granted leave of absence in accordance

with the provisions of the Employment Standards Act. The Company will pay for continued benefit coverage for seventeen (17) weeks for employees on maternity leave i.e. OHIP, major medical, dental and Life Insurance.

(b) The company agrees that employees will be granted Maternity/Paternity leave in accordance with the Employment Standards Act 2000.

- 13.03** The Company agrees to allow a leave of absence without loss of pay up to eight (8) hours to an employee who has completed his probationary period and who wishes to become a Canadian citizen. Such time off work shall be paid after verification is received by the Company that such person did apply for and has received his Canadian citizenship.
- 13.04** The Company shall grant leave of absence without pay to not more than three (3) employees at any one time, and no more than two (2) from any department at the same time for the purpose of attending union conferences or conventions.
- 13.05** Where an employee is selected to work as a union representative he shall be granted a leave of absence for a period of one (1) year provided that not more than one (1) employee shall be absent at any one time.
- 13.06** All requests for leave of absence shall be in writing, giving the Company adequate notice and the reasons for the request.
- 13.07** The Company agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union and shall be signed by the Local Union **Chairperson or Plant Secretary/Chief Steward.**

ARTICLE 14

UNION REPRESENTATIVE

- 14.01** If an authorized representative, who is not employed by the Company, wants to speak to local union representatives about a grievance or other official business, he shall make a request of the General Manager or his designated representative which request shall not be unreasonably denied. These talks will be arranged so that they will not unduly interfere with production and at an appropriate place where the Union representatives may confer privately.

ARTICLE 15

BULLETIN BOARDS

- 15.01** The Company agrees to provide bulletin boards in the area of the punch clocks for the purpose of posting meeting notices and official union information. Notices

will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement, subject to prior management approval **which shall not be unreasonably withheld**. The Company will provide the Union with a copy of all Company notices posted in the plant.

ARTICLE 16

REPORTING ALLOWANCE

- 16.01** In the event that an employee reports for work on his regular shift without having been notified not to report at least two (2) hours prior to the start of his scheduled shift, he will be given at least four (4) hours work at his regular rate of pay, or if no work is available, he will be paid the equivalent of four (4) hours at his regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

ARTICLE 17

PAYMENT FOR INJURED EMPLOYEES

- 17.01** In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages the remainder of his shift. If it is necessary, the Company will provide, or arrange for suitable transportation for the employee to the doctor or hospital and back to the plant and/or to his home as necessary.

ARTICLE 18

JURY AND WITNESS DUTY

- 18.01** An employee shall be granted a leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown, provided that the employee shall reimburse the Company to the full amount of jury pay or witness fees excluding the expense allowance received by him.
- 18.02** In order to qualify under Article 18.01, an employee must have completed his probationary period and must inform his Department Manager as soon as possible of his selection for service as a juror or crown witness.

ARTICLE 19

SAFETY AND HEALTH

- 19.01** The Company and the Union shall maintain an Occupational Safety and Health

Committee consisting of not more than three (3) members elected or appointed by the Union and not more than three (3) members appointed by the Company.

19.02 The general duties of the Occupational Health and Safety Committee shall be:

(a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.

(b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a worker, whether or not such injury occurred.

(c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

(d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.

(e) The Union Chairperson of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections.

(f) Accident, injury and occupational illness records shall be kept by the Company and shall be made available to the joint Occupational Safety & Health Committee.

These records shall include all reports required by the Department of Labour under the Occupational Health and Safety Act. The Company also agrees to make available to the Committee upon request, the trade name and/or technical description, (including chemical analysis, if available) of any compounds and substances used in the plant.

19.03 The Company and the Union agree to mutually work towards maintaining high standards of Health & Safety in the plant in order to prevent industrial injury and illness.

19.04 The Company and the Union shall abide in all respects with the requirements of the Occupational Health and Safety Act, 1978.

19.05 (a) The Company shall supply all protective clothing and other devices (excluding safety shoes) deemed necessary to protect employees from injuries arising from their employment with the Company.

19.05 (b) The Company agrees to contribute **\$145.00 effective November 9, 2003, \$150.00 November 9, 2004, and \$155.00 effective November 9, 2005**, per employee per year towards the purchase of safety shoes. The wearing of safety shoes by all employees within the bargaining unit shall be compulsory.

Skilled Trades (Maintenance Mechanics, Electricians, Electronic Technicians, Tool & Die Makers, Machinists) and Set-up Operators Finishing will be eligible for one (1) additional pair of safety shoes per year with the prior authorization of the company.

19.05 (c) The Company agrees to contribute **\$210 effective November 9, 2003, \$220.00 effective November 9, 2004, and \$230.00 effective November 9, 2005** per employee, once every two (2) years towards the cost of prescription safety glasses (lenses and frames), upon producing a receipt.

19.06 The Company agrees to pay the full cost of any Health and Safety training or seminars that the Joint Health & Safety Committee recommends to management for approval. Such approval will not be unreasonably withheld.

ARTICLE 20

PLANT HOLIDAYS

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

New Year's Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Labour Day	Two Floating Holidays (to be scheduled during the Christmas-New Year shutdown)

or days celebrated in lieu thereof, regardless of the day on which the holiday falls.

Note: Employees hired before July 1st are entitled to payment for two (2) floating holidays. Employees hired after July 1st are entitled to payment for one (1) floating holiday.

20.01 (b) The Company will agree to meet with the Union each year to review

production schedules and will endeavour to provide uninterrupted days of shutdown whenever possible between Christmas and New Years. Customer requirements will be the first consideration.

20.02 To be eligible for holiday pay, the employee must work seven (7) hours of his scheduled shift immediately preceding and immediately following the holiday, unless the employee was unable to work because of illness or accident, leave of absence or lay-off and such absence began not more than five (5) working days prior to the day on which the holiday is observed.

20.03 (a) An employee absent due to sickness or accident or either on both of the qualifying days shall be required to supply a medical certificate of verification if requested by the Company, in order to be entitled to be paid for the holiday.

(b) Employees who are paid for a holiday by the Workers' Compensation Board or pursuant to the Company's weekly indemnity or L.T.D. plans shall not be entitled to be paid for the holiday.

(c) Probationary employees shall not be entitled to be paid for holidays.

20.04 When any of the holidays are observed during an employee's scheduled vacation period he shall receive holiday pay as provided in clause 20.01 above and shall be granted an additional day off.

20.05 Any authorized work performed by an employee on any of the above named holidays shall be paid at the rate of time and one-half in addition to holiday pay.

ARTICLE 21

VACATIONS

21.01 Any employee who, on the 30th day of June in each year has:

(a) completed less than one (1) year of continuous service with the Company shall receive vacation pay in accordance with the provisions of the Employment Standards Act.

(b) completed one (1) year of continuous service but less than four (4) years of continuous service with the Company shall receive two (2) weeks' vacation per year with pay equal to eighty (80) hours' pay at the employee's straight time hourly rate at the time he takes his vacation.

(c) completed four (4) years of continuous service but less than ten (10) years

of continuous service with the Company shall receive three (3) weeks' vacation per year with pay equal to one hundred and twenty (120) hours' pay at the employee's straight time hourly rate at the time he takes his vacation.

(d) completed ten (10) years of continuous service but less than twenty (20) years of continuous service with the Company shall receive four (4) weeks' vacation per year with pay equal to one hundred and sixty (160) hours' pay at the employee's straight time hourly rate at the time he takes his vacation.

(e) completed twenty (20) years or more of continuous service, but less than thirty (30) years of continuous service with the Company shall receive five (5) weeks' vacation per year equal to two hundred (200) hours' pay at the employee's straight time hourly rate at the time he takes his vacation.

(f) completed thirty (30) years or more of continuous service with the Company shall receive **seven (7) weeks'** vacation per year with pay equal to two hundred and **eighty (280)** hours' pay at the employee's straight time hourly rate at the time he takes his vacation.

- 21.02** Employees will normally take two (2) weeks of their vacation during the annual plant shutdown. Employees entitled to more than two (2) weeks' vacation must apply not less than four (4) weeks prior to desired dates. In preparing vacation schedules, the Company will endeavour to take seniority by department into consideration, provided that the Company is able to maintain a qualified work force sufficient to perform the necessary work. The company will post notice of any vacation shutdown prior to May 1st of each year. The shutdown period will normally be during the month of July and/or August. The Company may need to change the normal shutdown arrangements so as not to interfere with the Company's ability to serve its customers.
- 21.03** Vacation must be taken during the year of entitlement and cannot be accumulated or carried forward to a subsequent year.
- 21.04** An employee who leaves the employment of the Company for any reason prior to June 30th shall receive vacation pay based on a pro-rated portion of the previous year's vacation entitlement.

ARTICLE 22

WAGES

- 22.01** The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Schedule "A" attached hereto and forming part of this Agreement. **The wages represent a 3% increase on ratification, 3% increase effective November 9, 2004 and 3% increase effective November 9, 2005.**

22.02 Effective on ratification: increase afternoon shift premium from 40 to 45 cents per hour. Increase night shift premium from 60 to 65 cents per hour.

Effective November 9, 2004: increase afternoon shift premium from 45 to 50 cents per hour. Increase night shift premium from 65 to 70 cents per hour.

Effective November 9, 2005: increase afternoon shift premium from 50 to 55 cents per hour. Increase night shift premium from 70 to 75 cents per hour.

22.03 When the Company introduces a new job classification or **any significant changes to any job**, the Company agrees to negotiate with the Union, the rate of pay for any such new classification prior to the rate being installed. However, if the parties fail to agree on the new rate they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence.

22.04 The parties agree that there will be no work measurement plan of any kind used for the payment of wages during the life of this Agreement without mutual agreement of the parties.

22.05 The Company agrees that all employees will be paid weekly on Thursdays, except the night shift employees who will be paid no later than 2.00 A.M. Friday morning.

ARTICLE 23

HOURS OF WORK AND OVERTIME

23.01 (a) The regular workweek shall consist of forty (40) hours per week comprised of five (5), eight (8) hour days, Monday to Friday inclusive. The Company reserves the right to implement a seven (7) day continental shift operation, alternating work weeks of three (3) and four (4) days, provided that shift preferences shall be by seniority and employees working the continental shift shall receive a premium of 10 % of their base hourly rate for all hours worked.

(b) the normal scheduled hours of work for all employees who work a three (3) shift operation shall be:

Day Shift	7:00 a.m. - 3:00 p.m.
Afternoon Shift	3:00 p.m. - 11:00 p.m.
Night Shift	11:00 p.m. - 7:00 a.m.

The hours of work may be altered on an individual basis to accommodate employees, customers or production needs provided there is prior mutual agreement between the Company and the Union.

- 23.02** The Company does not guarantee to provide work for an employee for regularly scheduled hours or for any other hours.
- 23.03** Employees will be allowed **an uninterrupted ten minute paid break approximately half way through the first half of the shift as scheduled** and one thirty (30) minute paid lunch break, approximately midway through each shift. Employees will be given a minimum three (3) hours notice of any change in the time of their lunch break.
- 23.04** Company will endeavour to distribute overtime as equitably as practicable among those employees who normally perform the required work.
- 23.05** Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week, provided that a day or part of a day on which an employee is absent and for which he provides a medical certificate shall be considered as time worked for the purpose of calculating overtime.
- 23.06** Where the Company is unable to enlist a sufficient number of qualified volunteers for overtime work, the Company may require employees with the least seniority to work overtime.
- 23.07** There shall be no pyramiding of overtime rates. Nor shall overtime rates and shift premiums be pyramided for the same hours worked.
- 23.08** Employees agreeing to work overtime for two (2) hours or more will be allowed a ten (10) minute rest period at the beginning of each two (2) hour period worked, provided breaks are scheduled so as not to interfere with the continuous operation of the compacting presses.
- 23.09** Employees who work at least three (3) hours of overtime and have not been given notice of such overtime work on the previous day shall be paid a meal allowance of \$6.00 effective July 26, 1999, \$7.00 effective November 9, 2000 and \$8.00 effective November 9, 2001.

ARTICLE 24

GENERAL

24.01 Gender

Wherever the male gender is used throughout the articles within this Agreement, it is agreed that the feminine gender is an acceptable substitute whenever and wherever the feminine gender is applicable.

- 24.02** Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

ARTICLE 25

INSURANCE-WELFARE BENEFITS AND PENSIONS

- 25.01** The Company agrees that during the term of this Agreement they will provide the Insurance-Welfare Benefits as set out in Schedule "B" attached hereto and made part of this Agreement, for all employees and their eligible dependents.
- 25.02** The Company further agrees that all eligible employees shall be covered by the terms of the Company Pension Plan as set out in Schedule "C" attached hereto and made part of this Agreement.

ARTICLE 26

BEREAVEMENT LEAVE

- 26.01** The Company shall pay an employee up to three (3) days pay at the employee's regular straight time hourly rate for all regular time lost in the event of the death of the employee's spouse, father, mother, sister, brother, son, daughter **and same sex partner or common law partner. A common law spouse shall be defined as one who has co-habitated for at least one year.**

Employees will be granted bereavement leave with pay for one (1) day in the event of the death of the employee's brother-in-law, sister-in-law, mother-in-law, father-in law, and employee's grandparent Proof of death will be required.

- 26.02** Probationary employees shall not be entitled to payment under this Article.

ARTICLE 27 - HUMANITY FUND

- 27.01** The Company agrees to deduct one (1) cent per hour from all bargaining unit employees hours worked in the bargaining unit and remit the amounts deducted monthly to the Steel Workers Humanity Fund at 234 Eglinton Avenue East, 7th floor, Toronto, Ontario, M4P 1K7.

ARTICLE 28 - TERMINATION

- 28.01** This Agreement shall be for (3) years and three and one half (3.5) months and shall become effective on July 22, 2003 and shall continue in effect up to and including November 8th, 2006.

28.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.

28.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

28.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

DATED at Toronto, this 20th day of July, 2003.

FOR THE COMPANY:

FOR THE UNION:

D. Emsley

David Paul

A. Golakovich

Mohamed Khan

D. Concordia

Al Karim Khaki

Mohamed Baksh

Ramesh Nayer

Addendum:

Lump Sum Payment – Signing Bonus

\$1200 will be paid within two pay periods after ratification.

\$400 will be paid in the last payroll in June 2004 or the last payroll before a scheduled summer shutdown in 2004.

Notes:

1. Lead Hands

1. The Company shall have the right to appoint and/or remove Lead Hands at its' discretion.

2. The fact that a classification may identify the employee as a Lead hand, does not entitle the employee to this additional premium, unless appointed by the Company and the employee performs the duties of a Lead hand as described below.
3. The Lead Hand premium will consist of \$1.00 per hour above the regular rate for their classification.
4. The following details the duties of a Lead Hand:
 - a) Lead and direct a group of employees,
 - b) Acts on behalf of supervision in assigning work in the absence of the supervisor, accumulating records and/or accounting for the activities of a shift,
 - c) Communicate with Lead hands from other shifts, detailing issues, problems, and status of various processes, equipment, etc.,
 - d) Assist in the communication of operations objectives,
 - e) Identify/communicate quality issues, material handling, manpower allocation, etc.,
 - f) Assist in continuous improvement initiatives.
5. For the purpose of overtime distribution, Lead hands shall have entitlement to overtime within their classification.

2. TOOL ALLOWANCES

Maintenance/Electricians, Toolroom Personnel and Setup Personnel, will be supplied with tools at a cost of \$425.00 per contact year effective July 26, 1999, \$450.00 per contact year effective November 9, 2000, \$475.00 per contact year effective November 9, 2001, and \$500.00 per contact year effective November 9, 2002.

SCHEDULE "B"

1. The Company agrees to provide the following Insurance-Welfare Benefits without premium cost to all employees and their eligible dependants.
 - (i) Ontario Hospital Insurance Plan;
 - (ii) Life Insurance in the amount of basic annual earnings;
 - (iii) Accidental Death and Dismemberment;
 - (iv) Long Term Disability Plan;
 - (v) Weekly Indemnity Plan to provide 66-2/3 % of wages up to UIC maximum;

- (vi) Private Hospital Coverage (no deductible)
- (vii) Major Medical Coverage (no deductible)
- (viii) Drug card type plan effective April 1, 1997 (no deductible)
- (ix) Dental Plan (previous year's O.D.A. schedule) as amended starting November 9, 2000. **Increase basic dental annual per year maximum to \$1200 effective November 9, 2003. Increase orthodontia lifetime maximum to (50%) \$1500 effective November 9, 2003.**

- (x) Family Vision Care Plan:
Effective November 9, 2003 increase to \$270.00, effective November 9, 2004 increase to \$280.00, effective November 9, 2005 increase to \$290.00 every two (2) years towards the cost of lenses and frames, or alternatively, contact lenses including eye examination, if not covered by OHIP.

The Company agrees to meet with the union within sixty days of the expiration of the insurance policy to review the costing of benefits provided for under the collective agreement with the Steelworkers Benefit Plan. The Company will consider the feasibility of switching to the Steelworkers Plan keeping in context all one time, transfer or liability costs.

Notes:

- (a) The payment of weekly indemnity benefits shall be conditional on an employee and his physician providing the necessary information required to justify the claim.
- (b) The Company shall continue to pay the premiums for all employees to the end of the month of lay-off.

- (c) Probationary employees will be entitled to the above-named benefits at the completion of the probationary period, with the exception of the dental plan, which shall become applicable after an employee has completed one (1) continuous year of service.
- (d) In cases of discharge, the employee's coverage shall cease at the end of the month in which he was discharged.
- (e) Employees off work because of sickness or accident shall have their premiums paid for the above plans for the period of their accident or illness, as long as they remain on the seniority list.
- (f) All of the benefits referred to in this schedule shall be as more particularly described and set out in the respective plan documents and/or policies of insurance. The Company reserves the right to change insurance carriers at any time.
- (g) All employees shall be given up-to-date copies of benefit plan booklets after completion of contract.

SCHEDULE "C"

PENSIONS

1. The Company agrees to continue its current pension plan for all employees in the bargaining unit as amended August 1, 1999.
2. **The company will increase the contribution of the pre 1986 employees by \$2 per year of this collective agreement.**
3. **The company proposes to initiate career/retirement counseling information sessions for all interested employees within nine (9) months of ratification.**
4. **The company proposes to investigate the administration of a group RRSP plan for Stackpole PCD employees and will pay all administrative charges and will discuss payroll deductions.**

**COLLECTIVE AGREEMENT
STACKPOLE LIMITED AND U.S.W.A.**

LETTER OF AGREEMENT

Re: Job Postings

The Company and union agree to the following process of awarding job postings.

1. The job classifications in the collective agreement will be divided into two groups.

Group A

General Labour
Furnace Loader/Unloaders
Production Process Examiners
Machine Operators I
Machine Operators II
Machine Operators III
Caretaker
Stockroom Clerk
Scheduler Shipper Receiver
Quality Control Inspector Trainee
Forklift/Material Handler

Group B

Quality Control Inspector
Set-up Operator Finishing
Blender
Sintering Lead Hand/Expediter
All Engineering Services Positions
All Toolroom Positions
All Set-up Classifications

2. For Group A positions, the Company will look at seniority as the primary factor in filling the positions through a job competition, in accordance with all pertinent provisions in the Collective Agreement. The only exception will be if the employee has a significant disciplinary or absentee problem, documented on file, or the Company and the Union agree the person is physically or mentally incapable of doing the entire job or for some reason there is a major health and safety risk.
3. For Group B positions, the Company will look at skill, ability, qualifications and Seniority with a focus on the first three attributes, and if among two or more applicants these three factors are relatively equal, then seniority will govern.
4. For Group B, two Company and two union representatives will meet to discuss the relative qualifications of competing candidates for job competitions prior to the name of the successful candidate being posted. Management will reserve the right to make the decision. The Union reserves the right to grieve the decision.

Date: _____

For the Union

For the Company

**Collective Agreement
Stackpole Limited and U.S.W.A.**

Letter of Agreement

Re: Engineering Setters

The following are the terms, as agreed to by the undersigned, regarding the involvement of Engineering or "P&PD" Setters with respect to Training, Problem Solving, PPAPs/PTRs, and Process Engineering. This Memorandum remains in effect for the life of the current Collective Agreement, unless mutually agreed to be continued thereafter.

1. Engineering Setters can work on Production parts when training a Production Setter.
2. Production Setters mutually agreeing to be displaced to another shift to accommodate the training of a Setter on Day shift, will receive an additional premium of one dollar per hour, over and above the regular shift premium.
3. If Engineering Setters are not available for any reason, Engineering may request backup from the Production Setter best qualified in the necessary area and they will be paid **an additional premium of \$4.00 dollars per hour. The Production Setters' involvement will be on a seniority rotation basis.**
4. If a problem exists related to Set-up, an Engineering Setter may be asked to work "hands on" along side a Production Setter to identify and resolve the issue, when requested by the Production Supervisor to do so, providing that the Supervisor has discussed the status of the problem with the Production Setter.
5. In the event that a problem cannot be resolved by a Production Setter and the Engineering Setter, and is believed to be an equipment or engineering problem, then Engineering will assume responsibility for the press, when requested by the Production Supervisor to do so, providing that the Supervisor has discussed the status of the problem with both the Production and Engineering Setters.
6. On new parts not released to Manufacturing, Engineering has access to any equipment, tooling, or shop floor support required.
7. Engineering will request, at their discretion, any manufacturing personnel, including Production Setters, as needed, for assistance in the PPAP/PTR process.
8. Engineering maintains control of equipment, tooling, and pieces produced until released to Manufacturing.
9. During modifications, or changes to current parts, processes, process routes, equipment, or tooling changes, Engineering Setters have "hands on" access to Production equipment and/or tooling as required.
10. In the course of process engineering, Engineering will request, at their discretion, any manufacturing or quality personnel, including Production Setters, as needed, for performing tasks they would otherwise do in normal production.

11. Engineering will monitor the process changes as the product flows through the regular production process under the direction of Manufacturing, using the current 'Keep Separate' system.
12. **The company will endeavour to ensure that the administration of this memorandum of agreement will improve, including communication to Production Setters.**

Date: _____

FOR THE UNION

FOR THE COMPANY

#3

**COLLECTIVE AGREEMENT
STACKPOLE LIMITED AND U.S.W.A.**

**LETTER OF AGREEMENT
RE: PROFIT SHARING PLAN**

The Company and the Union agree that the parties will discuss the feasibility of implementing a Profit Sharing Plan within six months of ratification of a new collective agreement and what steps should be taken to improve profitability at Stackpole Ltd..

Date: _____

For the Union

For the Company

**COLLECTIVE AGREEMENT
STACKPOLE LIMITED AND U.S.W.A.**

**LETTER OF AGREEMENT
RE: Chairperson Paid Education Leave**

The company will recognize a letter of understanding to allow the Local Union Chairperson to attend a reasonable number of paid days per year for Union/ Education purposes.

This agreement will incorporate all other paid union activity time by the Local Chairperson.

These requests should be made to the Human Resources Manager in a timely fashion to allow for production scheduling.

Date: _____

For the Union

For the Company

**COLLECTIVE AGREEMENT
STACKPOLE LIMITED AND U.S.W.A.**

OTHER ISSUES

The parties agree to the following:

New Processes: The Company agrees to meet with the union as early as is possible or at least one month in advance to discuss any new processes before implementation.

Job Descriptions: The Company agrees to meet with the union to discuss standard work instructions within six months of ratification of this collective agreement.

Argha Das: The Company agrees to remove the discipline record from his file at the end of the normal sunset time period or terms as expressed in his last chance agreement.

Company Nurse: The Company agrees to provide the union with the general details of communication with an injured employee.

Overtime: In an attempt to reduce the number of overtime hours worked, the company agrees to meet with the union within sixty days to discuss the current overtime guide lines.

Date: _____

For the Union

For the Company
