

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
	AGREEMENT.....1
1	RECOGNITION 1
2	UNION SECURITY 1
3	MANAGEMENT RIGHTS.....2
4	NO STRIKES-NO LOCKOUTS3
5	REPRESENTATION.....3
6	GRIEVANCE PROCEDURE5
7	CONFERENCES 8
8	DISCIPLINE8
9	SENIORITY 9
10	LOSS OF SENIORITY.....10
11	LAYOFF AND RECALL.....11
12	TEMPORARY TRANSFERS12
13	JOBPOSTINGS.....13
14	GENERAL16
15	TEAMCOORDINATOR.....16
16	LEAVES OF ABSENCE.....16
17	WORK BY EXCLUDED PERSONNEL.....20
18	PRODUCTIVITY.....20
19	BULLETIN BOARDS.....21
20	HOURS OF WORK AND OVERTIME21
21	REST PERIODS.....23
22	WAGES.....23
23	INJURY ON THE JOB.....24
24	REPORTING FOR WORK24
25	CALL-IN-PAY24
26	AFTERNOON & MIDNIGHT SHIFT PREMIUM.....25
27	HOLIDAY PAY.....25
28	VACATION TIME AND VACATION PAY.....27
29	COST OF LIVING.....29
30	PAID EDUCATION LEAVE31
31	TECHNOLOGIOCAL CHANGE31
32	BENEFIT PROGRAM.....32
33	HEALTH & SAFETY.....34
34	OUTSIDE CONTRACTING.....35
35	LETTERS OF UNDERSTANDING35
36	DURATION OF AGREEMENT..... 35
	SCHEDULE "A" CLASSIFICATIONS AND RATES OF PAY.....36
	LETTERS OF UNDERSTANDING, INTENT & AGREEMENT.....38 -51

2001 – 2004 calendar

AGREEMENT

This Agreement ratified November 26, 2001 is made and entered into between ST. CLAIR TECHNOLOGIES INC., Wallaceburg, Ontario (hereinafter called “the Company”), and the International Union, united Automobile, Aerospace and Agricultural Implement Workers of America (UAW-CLC) and its Local No. 251, (hereinafter called “the Union”).

ARTICLE 1 RECOGNITION

1. The provisions of this Agreement shall apply to all employees covered by this Agreement without discrimination on account of race, creed, colour, sex, marital status, nationality, ancestry or place of origin.
2. Wherever the male noun or pronoun is used, it shall also mean the female.
3. The Company recognizes the Union as the sole bargaining agent of all its employees at Wallaceburg, Ontario, save and except supervisor, those above the rank of supervisor, office and sales staff, students for not more than twenty-four hours per week and students employed during the school vacation period (May 1st-September 15th). In case of reduction in force, students would be laid off first. Students will be paid at a rate to be determined by the Company, but will not be less than the Employment Standards Act.
4. The word “employee” or “employees” wherever used in this Agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.
5. The Company will negotiate with the Union for the purpose of adjusting any disputes which may arise concerning sickness and accident, wages, hours and working conditions.

ARTICLE 2 UNION SECURITY

6. All employees covered by this Agreement who are members of the Union at the signing date of this Agreement or who after become members thereof during the term of this Agreement, must retain their membership in the Union for the duration of the Agreement by paying the regular monthly dues levied against all members, as a condition of employment. All employees covered by this Agreement who are not members of the Union shall pay regular monthly dues, the same as the dues that are levied against those who are members of the union as a condition of employment.
7. All new employees, upon completion of thirty (30) days employment shall become members thereof in good standing in accordance with the constitution and bylaws of the Union for the life of this Agreement.
8. The Company will during the term of the Agreement, deduct initiation fees, monthly dues and assessments on a monthly basis from the pay cheque of all seniority employees, probationary employees and full-time students who have worked or been compensated for forty (40) hours in any one (1) month, or as required by the U.A.W. constitution, (full-time student being a student who works all or any time between May 1st and September 15th of the same year). Such deductions shall be credited to the Secretary-Treasurer of Local 251, not later than the tenth (10th) day of the calendar month next following the month in which such deductions are made. The Company and the Union will work out a mutually satisfactory arrangement by which the Company will furnish monthly records to the Financial Secretary of Local 251 of those from whom deductions were made, together with the amount of such deductions.

ARTICLE 3 MANAGEMENT RIGHTS

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

9. Maintain order and efficiency
10. Hire, promote, demote, classify, transfer, suspend and retire employees, and to discipline or discharge for just cause, any employee provided that

a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as here in before provided.

11. Make, enforce, and alter, from time to time, rules and regulations to be observed by the employees, such rules not to be inconsistent with the provisions of this Agreement. The Company agrees to give a copy of any changes in plant rules to the Union Chairperson prior to posting of same on bulletin boards.
12. Determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and material to be used, the control of materials and parts, the use of incentive programs, the methods and techniques of work, the content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other function and prerogatives which shall remain solely with the Company except specifically limited by the express provisions of this Agreement.

ARTICLE 4 NO STRIKES - NO LOCKOUTS

13. The Union agrees that during the term of this agreement, there shall be no strikes, sit-downs, work stoppage, slowdowns, or suspension of work, either complete or partial, for any reason, by an employee or employees. There shall be no lockout of employees by the Company, for the duration of this Agreement.

ARTICLE 5 REPRESENTATION

1. The Union shall elect or appoint, and the Company shall recognize, from those employees who have completed at least one (1) year service with the Company a plant committee of four (4) people, one of whom will be the chairperson and one of whom will be vice-chairperson. The committee people shall be employed on the day shift.
2. The Company shall also recognize a steward who will be elected or appointed by the Union and work on the afternoon or midnight shift during such periods as the Company schedules these shifts and is equal to or

- greater than five (5) employees. Stewards will have preferred seniority on their shift for lay off and recall purposes only.
3. The Union will inform the Company in writing of the names of the stewards and members of the Grievance Committee and of any subsequent changes in the names of any steward or members of the Grievance Committee. The Company shall not be asked to recognize any steward or member of the Grievance Committee until such notification from the Union has been received.
 4. The Union acknowledges that committee persons and stewards have their regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining permission from their supervisor. Such permission shall not be unreasonably withheld. In the application of representation language "such permission shall not be unreasonably withheld" it is understood that a supervisor will not detain a Union representative from performing legitimate representation and by the same token the Union representative will understand the occasional need to complete a job in the interest of continuing production before leaving for legitimate union business. In any event, no such Union representative shall be detained any longer than thirty (30) minutes to perform their union representation duties.
 5. The Company shall schedule a meeting, date and time within the time limits prescribed for any grievance submitted to Step 2 and/or Step 3 of the grievance procedure. The grievance committee only shall be compensated at their job rate for any regular scheduled work hours lost during such meeting with Company representatives. Overtime shall be paid when the meeting has been requested by the Company or the meeting goes beyond the Union representatives scheduled shift.
 6.
 1. The plant committee referred to in Section 1, shall head the seniority list during their term of office for layoff and recall purposes only.
 - 1.
 2. A committee person will be required where more than nine (9) employees on the day shift at any one plant are required to work on Saturdays, Sundays and Statutory Holidays.
 7. The plant chairperson will be paid thirty cents (\$.30) per hour above the

plant average or his/her own rate, the greater of the two. The plant vice-chairperson will be paid twenty cents (\$.20) per hour above the plant average or his/her own rate, the greater of the two.

8. The Vice Chairperson is to be paid twenty cents (\$.20) per hour greater than the class in which they are classified. As long as business is being conducted in both plants there will be a minimum of one member of the committee in each plant. When no member of the committee holds a position in one of the two plants the Union will notify the Company as to which member of the committee will be assigned to the other plant.
- 2.
9. All members of the plant committee will be present at all grievance or scheduled meetings between the Company and the Union unless otherwise mutually agreed.
- 3.
10. The Company will provide a copy of WSIB form 7 with employee consent. Employee may request union representation for meetings re: WSIB claims, Sick and Accident Benefit claims, Quality Performance interviews, Performance reviews, etc.

- 4.
- 5.

In the event that the Company is conducting business in only one facility, the Vice-Chairperson will receive the above increase only while the Chairperson is absent from work.

ARTICLE 6 GRIEVANCE PROCEDURE

- 1.
1. For the purpose of this agreement, the term "Grievance" means any dispute between the Company and the Union or between the Company and any employee concerning the effect, interpretation, application, claim of breach or violation of this agreement, The Labour Relations Act or other Statutes employment related.
- 6.
2. Probationary employees shall have a Union committee person or steward present during all discipline, counseling or evaluation meetings with management including discharge. If a probationary employee is discharged it will be for proper cause.
3. It is the mutual desire of the parties hereto that complaints should be

adjusted as quickly as possible. Should differences arise, such grievances shall be adjusted according to the following steps in the order named.

Step 1 - If an employee has any complaint or question which he wishes to discuss with the Company, he shall take the matter up with his supervisor to adjust his complaint, (in the presence of a committee member or steward, if desired), within five (5) regular working days after the circumstances giving rise to the complaint came to the attention or ought to have come to the attention of the employee involved. If such complaint or question is not settled to the satisfaction of the employee concerned within two (2) regular working days, it shall be taken up as follows:

Step 2a – If a settlement is not reached in step 1, the grievance may be presented by a committee person or steward, for appeal to his Supervisor, within three (3) regular working days following the reply in Step 1. The grievance will be in writing on a form supplied by the Union, signed by the Union Committee person or Steward and/or the griever. The Supervisor will render his decision, within three (3) regular working days from the date he received the grievance. Failing this settlement it shall be taken up as follows.

Step 2b – If a settlement is not reached in step 2a then the grievance may be presented by the Plant Union Chairperson or committee person to the Department Manager, General Supervisor or designate within three (3) regular working days following disposition of Step 2a. The Union Chairperson and a committee person and the Department Manager or General Supervisor and the supervisor or designates shall meet within two (2) regular working days regarding the grievance. The Department Manager, General Supervisor or designate shall then have three (3) regular working days to answer the grievance in writing. Failing this settlement it shall be taken up as follows:

Step 3 – The decision may be appealed to the Manager of Human Resources or designate, within three (3) regular working days from receipt of the answer given by the Company in step 2b. The Human Resource Manager or designate will meet with the Union Representatives and such representatives as either party may desire within seven (7) regular working days after delivery of the request. The Company will give its answer within five (5) regular working days of such meeting.

14.

15.

2. When a seniority employee covered by this Agreement, is discharged or sent home and he believes that he has been unjustly dealt with, this will constitute a grievance arising under the methods of adjustment of grievances herein provided. All such cases of discharge must be filed in writing with the Company within three (3) regular working days following discharge starting at Step 3 of the grievance procedure.
3. Unless otherwise as a part of the grievance resolve any employee who is reinstated after dismissal shall be returned to his original position or to work of a similar class at the same rate of pay he was receiving at the time of dismissal.
4. A dismissed employee may be present at the meeting in Step 3 of the grievance procedure if mutually agreed by the Company and Union.

16. Arbitration:

- 7.
1. If a settlement is not reached in Step 3, the Union may request that the grievance be submitted to arbitration, in which event they shall make such request in writing, to the Manager of Human Resources or designate, within 5 regular work days after the disposition of Step 3.
- 8.
2. Grievances appealed to arbitration will be presented to the arbitrators hereinafter described who will act in rotation in the order that their names appear.
- 9.
1. The following constitutes the list and the rotation of the arbitrators.
10.
 11. Earl Palmer , Gregg Brantt, David Williamson
- 12.
2. If in the regular rotation, an arbitrator is unable to specify a date for the arbitration hearing within a reasonable time period from the requested date for the grievance submitted to him, the parties may agree to request another arbitrator in rotation to provide such date.
- 13.
3. When arbitration deals with work quotas or time standards, it will not be the regular rotation of arbitration. For such grievances the parties will endeavor to agree on an arbitrator who must be qualified by training to deal with such matters. Failing agreement by the parties on an acceptable arbitrator within 10 calendar days of receipt of notice, the parties shall request the Ontario Arbitration Commission to appoint an

arbitrator who is technically qualified.

14.

15.

4.

1. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

16.

2. The arbitrator shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

17.

3. The parties hereto will share equally the costs of the arbitrator

17. Any grievance not submitted by the Union or answered by the Company under this procedure to the next higher step within five (5) regular working days will be withdrawn or paid without prejudice. Saturdays, Sundays and contractual holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the Grievance Procedure.

18.

19. For discharge cases arbitrators may be selected through the Ministry of Labour in accordance with Labour Relations Act, Articles 48 or 49, or as amended.

20.

The time limit referred to in the grievance procedure may be extended by mutual agreement.

ARTICLE 7 CONFERENCES

18. Conferences will be held at the request of either party.

19. A member of the International Union and/or the President of Local 251 may be present when requested.

ARTICLE 8 DISCIPLINE

1. Procedure for discipline shall be as follows.

21.

- 1) Counseling
- 2) Verbal warning
- 3) Written warning
- 4) Three (3) day non-working suspension
- 5) Suspension or dismissal (at the Company's discretion).

For violation of the attendance policy the discipline procedure will be preceded by a one (1) time only documented friendly warning, for the duration of this agreement.

Discipline for attendance will have its own entity and will not be used against an employee or employees for any other forms of discipline. The procedures in steps for discipline for attendance are outlined as set above.

Union representation shall be present at all steps in Article 8. The Company will give the Union a copy of all discipline and termination letters that employees (probationary and seniority) may receive.

The Company cannot, for any reason, refer to any discipline that has been on an employee's record for more than one (1) year. Disciplinary action against an employee will be determined within five (5) regular working days of the date of the incident or knowledge of the incident. Should an investigation be required the Union will be notified, in writing, within the 5 regular working days of the date of the knowledge of the incident. An extension may be granted by written mutual agreement.

ARTICLE 9 SENIORITY

20. Seniority lists along with the employee posted classification will be maintained and revised every four (4) months and classifications will be as accurate as possible. A copy of the list will be posted on the plant bulletin boards, and a copy will be given to the Plant Chairperson and the Union committee. Seniority as referred to in this Agreement, shall mean length of service in the employ of the Company in the bargaining unit.

21. An employee shall acquire seniority after they have worked seventy-five

(75) days in a period of three hundred and sixty-five (365) consecutive days. After the seventy-five (75) working days are acquired, the employees seniority date shall revert back to the original date of hire. Students transferred to probationary full time will have their start date established as that of transfer from student to probationary. The Company will notify the Union in writing when a student is hired to probationary.

Those employees with the same starting date will be placed on the seniority list alphabetically by the employees surname.

All employees seniority prior to the signing of this contract will remain the same as previous years with no changes.

ARTICLE 10 LOSS OF SENIORITY

Seniority and employment shall be deemed to terminate when an employee:

1. Quits.
2. Is discharged and is not reinstated through the grievance or arbitration procedures.
3. If an employee is laid off for a continuous period equal to his seniority at the time of such layoff, or for one (1) year whichever is longer.
- 22.
4. With one (1) year seniority or more shall not lose their seniority until they have been laid off or on a granted leave, equal to the number of years worked up to a maximum of four (4) years.
5. Overstays an authorized leave of absence and fails to obtain an extension thereof or to give a reasonable explanation for such failure.
6. Accepts gainful employment while on an authorized leave or uses such leave for any other reason than the one for which it was granted.
7. Retires.
8. Is absent from work for three (3) consecutive working days or more

without advising the Company during the time of such absence or giving a satisfactory reason therefore.

23.

9. Is on a layoff status and fails to return to work or apply for leave of absence.
24.
 1. Within five (5) regular working days after notice to return to work has been sent by registered mail to his last address on record with the Company. Any notice so given shall be deemed to have been received on the fifth working day following the date of mailing. Union to receive a copy of letter and dated postal receipt stamp.
 2. Within three (3) working days after personal notification to return to work has been given by telephone and which has been witnessed by a committee person.
1. Is on an approved sick leave for a continuous period equal to the seniority he has acquired at the time of such sick leave or for one (1) year whichever is longer to a maximum of four (4) years. Exceptions may be made to this provision on an individual case basis where the medical evidence indicates that an employee would be able to return to regular duties after completion of medical treatment.

ARTICLE 11 LAYOFF AND RECALL

22. All layoff notices shall be in compliance with the Employment Standards Act.

When it becomes necessary to reduce the work force the order in which employees shall be laid off will be as follows, students, then probationary. If there is a need of a further reduction in the work force the most junior seniority employees within the affected classification and shifts will be laid off. The affected employees will have plant wide bumping rights provided they are capable of performing the work required, first within their shift. If their seniority cannot maintain their shift they may displace the more junior employee plant wide provided they are capable of performing the work required.

For the purpose of layoff and recall, this includes any of the following situations:

1. Reduction of plant wide manning levels.
2. An increase in plant wide manning levels.
3. A reduction in one or more shift manning levels.
4. An increase in one or more shift manning levels.
5. Balancing of manning levels on one or more shifts.

The above provision will not apply to the classifications listed below:

- 1) Skilled Trades
- 2) Q.A. Auditors
- 3) Tool Technician
- 4) Shipper/ Receiver
- 5) Set Up Specialist

In the case of the five (5) classifications noted above an individual to be able to bump in a lay off situation must have 80% of walk on ability to perform the work required.

23. An employee recalled from permanent plant layoff in order of seniority will be assigned to a job necessitating the recall which he is capable of performing, until a vacancy occurs in his home classification at which time he will be transferred to his home classification.
24. All temporary layoff notices shall be a minimum of two (2) days.
25. In the application of this clause if a laid off employee is next in line to be recalled and cannot be reached by telephone the following steps will be taken:
 1. Second call will be made by the Company in the presence of plant Chairperson or committee person.
 2. If still no answer a registered letter will be sent to the employee.
 3. The next employee in line of seniority will be recalled until the more senior employee reports for work.
 4. The two (2) days notice of layoff will be waived to the junior employee but the Company will advise the junior employee at the time of reporting the circumstances in which they are returning to work.

26. Layoffs that exceed two (2) or more days, employees may be allowed to exercise their seniority bumping rights within their shift, provided they are capable of performing the work required. If his/her seniority cannot maintain their shift the employee will displace a more junior employee within his/her classification on another shift, seniority permitting. If his/her seniority cannot maintain their classification on another shift they shall displace a more junior employee plant wide, seniority permitting provided they are capable of performing the work required. As a result of a layoff there may be junior employees that will have to be placed by the company where work is available seniority permitting.
- 25.
27. The Company may temporarily layoff employees due to breakdown of equipment, shortage of material, temporary changes in schedule and other holdups of like nature and should this become necessary, the Junior employee on the classification within the department and shift affected may be laid off for a period not to exceed two (2) working days before the Company is obligated to apply, Article 11, Paragraph 1 of the Layoff Procedure.

For the purpose of Article 11(6) walk-on ability (the ability to produce eighty percent (80%) of the normal production) would be required to exercise your bumping rights. It is also understood that the current practice of requesting volunteers to go home would be exercised.

For the purpose of Article 11 the term Capable means having the ability to efficiently perform the required duties within three (3) days in a competent manner.

ARTICLE 12 TEMPORARY TRANSFERS

28. The right to make job transfers within a wage classification and to make transfers between wage classifications is essential to the maintenance of efficiency, and is the sole responsibility of the Company. It is agreed, however, that the right to make transfers between wage classifications be subject to the following limitations:
1. Employees will be canvassed by seniority on the shift affected for the transfer. The senior employee on the shift affected volunteering for the

- transfer will be transferred. Should there be no volunteers the junior employee able to perform the work on the shift affected will be transferred. The employee transferred will maintain his own rate of pay or receive the rate of the classification transferred to, whichever is greater.
2. For designated jobs, back-up employees will be used whenever possible.
 3. No such temporary assignment shall exceed thirty (30) days in any six (6) month period without the approval of the union and employee involved. Such employee will be paid at the higher of his normal rate or the rate of pay for the job for the period of temporary assignment.
 4. In no way shall the temporary job transfer language be used to circumvent the job posting procedure.
 - 26.
 - 27.
 - 28.
 5. Employees holding designated positions (Art. 11, par 1) shall be excluded from voluntary transfer.

ARTICLE 13 JOB POSTINGS

29. Job vacancies need not be posted in cases where the vacancy is expected to last for a period of thirty (30) days or less, unless such period is extended by mutual Agreement.
30. When permanent job vacancies occur or new jobs are created, employees on the active seniority roll will be given an opportunity to bid for such jobs. All jobs posted for bid will remain posted on the bulletin board for a period of seventy-two (72) regular working hours and will specify job classification, department, present shift arrangement and rate of the job vacancy.
- 31.
32. Employees who bid must do so in writing to the supervisor on duplicate forms provided for that purpose. The form will be signed by the supervisor and the bidder. If an employee is on bereavement, vacation or Union leave and a job vacancy arises, a Union representative may submit a bid on that individuals behalf per their request. One copy will be given

- to the bidder as a receipt.
- 33.
1. 1. An active seniority employee may bid for any posted job vacancy excluding back up positions on other shifts . The Company will post the original opening, plus (1) other vacancy, resulting from the original opening if there is one.
 2. An active employee for the purpose of job posting shall mean all employees on the seniority list.
 - b) Selection of an employee to the vacancy shall be based solely by seniority. Exceptions to this shall be the Skilled Trades and Q.A. Auditor as set out in Article 13.8 (1&2).
 - c) The Company will post the names of successful job bidders on the main bulletin board within five (5) regular working days or less after the posting ends and will give a copy of the completed posting to the chairperson.
 4. An employee may not bid for a posted classification on which he has previously experienced a disqualification by the company unless during the period between disqualification and the next posting of the classification, he has acquired additional skills and experience which warrant consideration.
 5. Successful bidders will be frozen from bidding for a period of six (6) months. Time limits will be voided if an employee is laid off from his classification, or is bidding to a newly established classification, or is bidding for an apprenticeship opening, or is bidding for a postable steady day job or a higher paying job.
- 29.
6. Once an employee is awarded a bid, he will be placed on the job as soon as reasonably possible, but in no case longer than ten (10) normal working days, or can be extended by mutual agreement between the Company and the Union and his seniority shall apply to the new classification in accordance with the terms of the Agreement.
 7. If an employee bids for a posting and becomes the successful bidder and should such successful bidder withdraw form the posting, before attempting to do the job, the individual employee had posted for, they will become frozen from bidding for a period of six (6) months (exception to

4(g) would be carried out as outlined in 4(e) of Article 13).

34.

1. An employee who successfully receives a bid shall be allowed a five (5) working day trial period to determine whether they accept or decline the bid. If such individual on the fifth (5) day decides they do not want to entertain the bid, they shall return to their former job and shift. After the five (5) days have elapsed, they shall not be allowed to withdraw from the bid.

2. An employee awarded a bid shall not be disqualified by the Company after a fifteen (15) day evaluation period. If problems should exist the Company and the Union may mutually agree on an extension of the evaluation period on an individual basis. If an employee is disqualified they shall return to their previous job and shift before entertaining the bid in which they were disqualified. An individual who is disqualified from a bid by the Company, shall not be frozen from bidding on any other posting.

35. Should a selected employee placed on an opening be disqualified, the Company shall select from the next seniority employee on the posting who had not accepted another posting within the thirty (30) days to fill the vacancy. When the posting is exhausted or if there are no seniority applicants, the Company may assign an employee to the opening.

36.

37. When a steady day job becomes available within a classification and department and such requirements results in the addition of another employee to that classification, the steady day job will be posted. If no additional personnel are required the senior employee presently in the classification will be offered the day job.

30.

38. The qualifications for posting to a Q.A. position shall include the applicants must have a minimum of grade 12 education or equivalent. Equivalent is defined as having:

31.

1. A minimum of two (2) years employment with the Company and certified in all operations within a cell, in Focus Factory

32. or

Two (2) years QA auditing experience inside or outside of the Company.

-

33. 9. If there are no successful bidders to a posted vacancy, the Company will be free to fill the job.
10. Any seniority members other than for the purpose of posting into Q.A. and maintenance skilled, shall not be required to have a grade 12 or equivalent and shall be deemed to fill the education requirements.
11. For designated jobs, posted back up employees will be used whenever possible. Employees may bid and/or hold only one back up position on their own shift.

ARTICLE 14 GENERAL

39. Employees in the bargaining unit who are transferred to positions outside the bargaining unit, such as supervisor or any other Management position, shall maintain but not gain any seniority while on such transfer to a maximum of nine (9) months. Should the employee return within the nine (9) month period, he will take the available work. Should they wish to re-enter the bargaining unit after the nine (9) month period, they can do so only as new seniority employees with day one seniority. An employee may only exercise the right to return to the bargaining unit once during his employment with the Company.
40. In the event of an employee suffering a disability, exception may be made to the seniority provisions of this Agreement in favour of such employee by Agreement between the Company and the Union.

ARTICLE 15 TEAM COORDINATOR

1. Team coordinators will hold posted positions primarily to assist others in the area to which they are assigned, maintain scheduled flow of work as well as any other regular duties. A team coordinator may assist in the assignment of work, setup, housekeeping, record keeping and special assignments as assigned by the supervisor.
2. Team coordinators will be paid fifty (\$.50) per hour more than the highest hourly rate of the group to which they are assigned.

3. The qualifications for posting to a Team Coordinator position shall include the applicant must have been trained and certified with a minimum of two (2) years experience in the area to which they are assigned.

ARTICLE 16 LEAVES OF ABSENCE

41. Bereavement

In the event of the death of an employee's current spouse or parents, step-parents, child or step-child and grand child a five (5) day paid bereavement leave will be granted. The term spouse shall mean the person to whom the employee is married or a spouse as defined in the Family Law Act S.O. 1990 Chapter 4.

An employee will be granted a three (3) day paid bereavement leave upon the death of:

the employee's current: -

employee's current spouse's:

sister
step-sister

brother
step-brother

parent
step-parent

sister-in-law
son-in-law
parent-in-law

brother-in-law
daughter-in-law
grandparents

sister
brother
step-sister
step-brother

An employee will be granted a one (1) day paid bereavement leave upon the death of:

that employee's current spouse's:

sister-in-law
son-in-law
parent-in-law
grandchildren

brother-in-law
daughter-in-law
grandparents

An employee will be granted a one (1) day leave of absence, without pay, upon request for pall bearer.

An employee on request will be excused upon request for the bereavement

entitled above (excluding Saturdays, Sundays, and holidays) immediately following the date of death.

All bereavement leaves may be at a time requested by the employee but must be taken on consecutive days and at the time of the funeral..

After signing bereavement form therefore, the employee shall receive pay for any scheduled days of work for which he is excused (excluding Saturdays, Sundays, and holidays). Payment shall be made at the employee's straight time hourly rate on the last day worked exclusive of shift and overtime premiums but including the amount of any cost-of-living allowance then in effect.

In case of death occurring during an employee's vacation period the allotted working days bereavement shall be taken immediately following vacation.

The bereavement pay will be issued for the same period as the bereavement is granted. Verification may be requested.

Unpaid bereavement leaves of absence will be allowed upon request to cover situations where the above time frames are not sufficient and to cover situations not mentioned elsewhere in this article.

42. **Pregnancy Leave and Parental Leave**

1. Requests for leave of absence for reasons of pregnancy or parental will be granted in accordance with the Ontario Provincial legislation as outlined within the Employment Standards Act in effect at the time of the leave. The pregnancy leave is to be limited to a maximum twelve (12) month period for employees having one (1) or more years seniority.
2. Female employees having less than twelve (12) months seniority will be granted a pregnancy leave in accordance with the Employment Standards Act.
- 1.
3. An employee who intends to resume her employment on the expiration of a pregnancy leave granted to her under this part shall so advise her employer and on her return to work her employer shall reinstate the employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits accrued to the commencement of her leave of absence.

4. A leave of absence past the one (1) year period will be subject to a meeting between the Company and the Union.
5. If a pregnant woman has a note from her doctor that she should have a "sit-down" job then the woman, her supervisor, the plant chairperson, and other employees in her department or any other department will be free to work out amongst themselves a "switch" superseding normal Job transfer rules.

43. **Jury Duty & Crown Witness Duty**

An employee who is summoned to perform jury duty or who is subpoenaed as a Crown witness in a criminal proceeding shall, while so engaged, be paid at his regular straight time hourly rate, times the number of hours in his normal shift less any fees paid by the court. Such deduction shall not include any travelling allowances or out-of-pocket expenses that may be paid to an employee by the court.

In order for an employee to qualify for payment under this article, they must:

1. Notify the Company at least twenty-four (24) hours prior to the time he is required to report to court for jury duty or witness duty:
2. Provide a written statement to the Company to indicate the date(s) of his service as a juror or witness, the time so spent and the fee received for his services as a juror or witness; and
3. Have completed his probationary period.

44. **Union Business**

45.

1. Leave of absence, without pay, shall be granted to employees for purposes of bona fide union business provided that notification is given, where possible, at least seven (7) days prior to such leave.
 2. An employee elected or appointed to a full-time position with the Union shall, upon application and with at least thirty (30) days notice, be granted indefinite leave of absence, with no paid benefits, but shall accumulate seniority while on such leave.
- 34.
3. During the period of the indefinite leave of absence of over twelve (12) months, the employee's job will be considered vacant under the

temporary job posting application.

4. Upon return from indefinite leave of absence, an employee will be returned to his former job and classification if possible, otherwise he will be placed in a similar type classification at an appropriate wage rate.

46. **Personal Leave**

The Company may grant leaves of absence, without pay, for reasonable periods if an employee requests same in writing and if the leave is for legitimate personal reasons and does not unreasonably interfere with the efficient operation of the plant.

47. **Sick Leave**

The Company's payment toward all group insurance benefits will be suspended after the third month of the leave of absence effective November 1, 1995. Such payment will be reinstated upon the return of the employee to work. If the employee wishes continuation of these benefits during such leave, it will be his responsibility to pay the total cost of such benefits to the Company prior to the end of the last Company paid month of any such leave not to exceed six (6) months.

48. **Education Leave**

Employees may request and the Company will grant an unpaid education leave without benefits for the purpose of full-time, continuous education for a period to a maximum of one (1) year. Documentation of proof of education is required. Employees will return to available work on their appropriate shift.

49. An employee's seniority shall continue to accumulate during all such leaves of absence.

ARTICLE 17
WORK BY EXCLUDED PERSONNEL

50. It is understood that salary personnel shall not perform work which falls within the scope of the bargaining unit, except for training, simple repair or where an extraordinary circumstance is agreed upon by the Union and Company.

35.

51. The Company will provide the Union with a list of supervisory personnel, their general area of responsibility and their Organizational Chart.

52. It is understood that the Company owners will continue to have working privileges in the plant as in the past. These privileges do not supercede the rights of the bargaining unit and its agent and will not be used to create a reduction in the bargaining unit nor to prevent a recall or extend a layoff.

ARTICLE 18 PRODUCTIVITY

53. It is recognized and agreed by the Union that the Company is entitled to a fair days work for a fair days pay.
54. The Company agrees that in establishing the standard of a fair days work it will do so on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operation, and the reasonable working capacities of normal operators.
55. The Union shall have the right to question a fair days' work standard through the established grievance procedure. It is understood that the Shop Committee may request to have a representative of the International Union to assist in reviewing such grievance.

ARTICLE 19 BULLETIN BOARDS

56. The Company will provide for the use of the Union, bulletin boards in the plant, to be prepared and located by agreement between local management and the local plant committee. No political literature of any nature will be allowed on the bulletin boards. All other literature to be initialed by the plant manager.

ARTICLE 20

HOURS OF WORK AND OVERTIME

57. The Company recognizes the concept that the most senior employees will have day shift hours if they so desire. Further, Article 13, Section 7 provides employees a method of obtaining shift hours.
58. The following sections and paragraphs are intended to define the normal

hours of work and shall not be construed as a guarantee of hours of work per day or week, or of days of work per week.

59. The normal shift time will be as below insofar as business will permit,
- | | |
|------------------------|--|
| 1st Shift (Days) | - 7:00 am to 3:00 pm
(20 minute paid lunch)
Monday - Friday |
| 2nd Shift (Afternoons) | - 3:00 pm to 11:00 pm
(20 minute paid lunch)
Monday - Friday |
| 3rd Shift (Midnights) | - 11:00 pm to 7:00 am
(20 minute paid lunch)
Sunday - Friday |

Insofar as business will permit, employees' normal daily hours will be eight (8) Monday through Friday, and normal weekly hours will be forty (40).

60. The Company and the Union recognize the need for overtime schedules beyond the normal work week for good business purposes and will work together in trust of the fact that the voluntary concept will help the needs of the employees and not impede the needs of the plant. Voluntary overtime on Saturday, Sunday and Holidays will require mandatory attendance as scheduled by the Company to a maximum of 8 hours per shift unless mutually agreed by the Company and the Union otherwise.
61. It is understood that this voluntary concept of overtime does not relieve the obligations of an employee who accepts such overtime to work the full period of the scheduled overtime.
62. The right to decline overtime work may be exercised only by each employee acting separately and individually, without collusion, conspiracy, or agreement with, or the influence of, any other employee or employees or the Union. Violation of any employee(s) of this section shall subject him to discipline.
- 36.
63. Time and one-half will be paid for:
1. Time worked in excess of eight (8) hours in one day
 2. Time worked in excess of forty (40) hours in one week
 3. Time worked on Saturday.
 4. Time worked on Sunday night up to 4 hours prior to the start of their regular shift. (midnight shift only)

64. Double time will be paid for:
 1. Time worked on Sunday
 2. Time worked on contractual holidays
 3. Time worked in excess of eight (8) hours on Saturday.

65. It is recognized that operating conditions do not always permit advance notification of overtime schedules; however, the Company will endeavor to notify employees by shift-end Thursday of overtime requirements whenever practical.

- 66.

67. The Company will equalize Saturday, Sunday and statutory holidays overtime among qualified seniority employees within the same classification, department and shift effected. If the overtime is refused it will be solicited by seniority in the same classification on the shift effected, then by seniority in the same classification in the plant involved. If the overtime in the classification is still not filled, it will be solicited by qualified seniority employees in the plant involved. (In cases of emergencies this Article shall not apply if mutually agreed upon by the Union committee and Company).

68. The Company will keep a record of all hours offered to each employee. Hours offered and not worked will be considered as hours worked. Overtime lists will be kept current and will be available.

69. Weekly overtime will be solicited, first to the individual who is performing the work where overtime is needed, if that individual refuses the overtime, the Company shall solicit by seniority within the classification and shift.

- 37.
70. **OVERTIME EQUALIZATION:** To equalize Saturday and Sunday time between employees. Time worked on Saturday has an equivalency of 1½ and time worked on Sunday has an equivalency of 2.

ARTICLE 21 REST PERIODS

71. The Company will provide one (1) ten (10) minute rest period during the first half of an employee's shift and one (1) ten (10) minute rest period during the second half of an employee's shift. The time of such rest periods shall be determined by the Company.

**ARTICLE 22
WAGES**

72. The term (regular hourly rate) shall mean the rate of the employee's classification plus any cost of living allowance he is entitled to received.
73. A list of job classifications and rates is covered in Appendix "A" attached.
74. Effective November 1, 2001 all classification rates shall be increased by (\$.50) cents per hour.
75. Effective November 1, 2002, all classification rates shall be increased by (\$.25) cents per hour.
76. Effective November 1, 2003, all classification rates shall be increased by (\$.25) cents per hour.

**ARTICLE 23
INJURY ON THE JOB**

77. An employee who is injured at work and who is sent home or to the hospital by the Company prior to the end of his regularly scheduled shift shall be paid for the balance of such shift at his applicable rate.
- 38.
78. An employee who files a work related injury or illness with WSIB and has returned to work and must leave work for a portion of the day to obtain prescribed treatment for the injury or illness, approved by the company or the employees own physician, will be paid his applicable rate for the lost time from his scheduled work day. Should the claim be denied the employee will reimburse the company for payment received.
- 39.

**ARTICLE 24
REPORTING FOR WORK**

79. An employee reporting to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four (4) hours pay at the rate he would have earned had he worked. This provision shall not apply when such lack of work is beyond the control of the Company.

**ARTICLE 25
CALL-IN-PAY**

80. If an employee has left the plant and is called back to take care of an emergency and such hours do not extend into his normal shift, he will receive a minimum of four (4) hours pay at time and one half. Such employee will be assigned only to emergency work or other essential work on his own classification.
81. In the event that a portion of the emergency four (4) hours extends into his regular shift, he will be paid for such portion at the premium rate. The first four (4) hours of work would be at the applicable rate of pay i.e. normal starting time is 7:00 am. If you are called in at 5:00 am on Monday, the first four (4) hours will be at time and one-half and the next six (6) hours would be at your straight time hourly rate plus any COLA or shift premium.
- 40.
82. Call-ins will be by seniority and low hours, for call ins, according to list.
- 41.
83. The employee must respond to the request within 30 minutes of being notified of the emergency call-in.

**ARTICLE 26
AFTERNOON & MIDNIGHT SHIFT PREMIUM**

84. An employee assigned to the afternoon shift will receive thirty (\$.30) cents per hour in addition to his regular rate and employees assigned to the midnight shift will receive thirty five (\$.35) cents per hour in addition to their regular rate of pay.
- 42.

**ARTICLE 27
HOLIDAY PAY**

85. Each employee will be paid eight (8) hours pay at his regular straight time hourly rate for the following statutory holidays:
- | | |
|------------------|---------------|
| Civic Holiday | New Years Day |
| Labour Day | Heritage Day |
| Thanksgiving Day | Good Friday |
| Christmas Day | Victoria Day |
| Boxing Day | Canada Day |

Each year of the Agreement to have four (4) floating holidays during the Christmas Period.

First Year 2001 - 2002(14 Days)

Monday, December 24, 2001 (Floater)
Tuesday December 25, 2001 (Christmas)
Wednesday, December 26 1998 (Boxing Day)
Thursday, December 27, 2001 (Floater)
Friday, December 28, 2001 (Floater)
Monday, December 31, 2001 (Floater)
Tuesday, January 1, 2002 (New Years Day)
Monday, February 18, 2002 (Heritage Day)
Friday, March 29, 2002 (Good Friday)
Monday, May 20, 2002 (Victoria Day)
Monday, July 1, 2002 (Canada Day)
Monday, August 5, 2002 (Civic Holiday)
Monday, September 2, 2002 (Labour Day)
Monday, October 14, 2002 (Thanksgiving Day)

Second Year 2002 - 2003 (14 Days)

Tuesday, December 24, 2002(Floater)
Wednesday, December 25, 2002 (Christmas Day)
Thursday, December 26, 2002 (Boxing Day)
Friday December 27, 2002 (Floater)
Monday, December 30, 2002 (Floater)
Tuesday, December 31, 2002 (Floater)
Wednesday, January 1, 2003 (New Years Day)
Monday, February 17, 2003 (Heritage Day)
Friday, April 18, 2003 (Good Friday)
Monday, May 19, 2003 (Victoria Day)
Monday, June 30, 2003 (Canada Day)
Monday, August 4, 2003 (Civic Holiday)

Monday, September 1, 2003 (Labour Day)
Monday, October 13, 2003 (Thanksgiving Day)

Third Year 2003 - 2004 (14 Days)

Wednesday December 24, 2003 (Floater)
Thursday, December 25, 2003 (Christmas Day)

Friday, December 26, 2003 (Boxing Day)
 Monday, December 29, 2003 (Floater)
 Tuesday, December 30, 2003 (Floater)
 Wednesday December 31, 2003 (Floater)
 Thursday, January 1, 2004 (New Years Day)
 Monday, February 16, 2004 (Heritage Day)
 Friday, April 9 2004 (Good Friday)
 Monday, May 24, 2004 (Victoria Day)
Monday, July 5, 2004 (Canada Day)
 Monday, August 2, 2004 (Civic Holiday)
 Monday, September 6, 2004 (Labour Day)
 Monday, October 11, 2004 (Thanksgiving Day)

2. In order to qualify to be paid for the above holidays:
 1. An employee must have attained seniority as of the date of the holiday
 2. An employee must have worked the last scheduled regular shift before the holiday and the next scheduled regular shift after the holiday, unless the employee received advance permission to be absent on such qualifying days. An employee must work at least 7.5 hours on a qualifying day during their regular scheduled shift.
 3. Employees with the necessary seniority who are on a leave of absence, or who have been laid off in a reduction of the work force, or who have gone on sick leave, or retires within ten (10) working days prior to the holiday, shall receive pay for such holiday.
- 2.

Employees with the necessary seniority who are on a leave of absence, or who have been laid off in a reduction of the work force, or who have gone on sick leave, or retires within fifteen (15) working days prior to the Christmas holiday, shall receive pay for such holiday.

4. When an employee is on approved leave of absence, on sick leave, or has been laid off in a reduction of the work force, and returns to work within one (1) week following the holiday, shall be eligible for pay for that holiday.
5. An employee on vacation during a week in which a holiday for which he is eligible occurs can elect to receive an extra day off with pay, the work day

after the vacation period or receive the pay to which he is eligible for the holiday.

6. If an employee works on one (1) of the above statutory holidays, he shall receive his regular holiday pay for that day plus double time for all hours worked.

ARTICLE 28 VACATION TIME AND VACATION PAY

Vacation Pay

Employee's vacation periods will operate on a current year basis for pay outs and qualifying time. In order to qualify for vacation pay an employee will have worked 1010 hours between January 1st and December 31st of any year of the contract. Vacation hours and union hours will be counted as hours worked.

Vacation pay will be issued upon the employee's written request, one (1) week notice required.

Employees requesting vacation pay without qualifying with 1010 hours, will be advanced their vacation pay by the Company.

If it is found that an employee has been paid vacation pay, but does not have the required hours in to qualify for that pay, the Company will make arrangements with the employee for repayment to the Company of that portion of vacation pay to which the employee was not entitled to receive. These amounts may be repaid by direct payment or by payroll deduction, as agreed to by the Company and employee at the time the arrangements are made.

Vacation pay not taken in any calendar year, as well as any "greater than" amounts, will be paid out at the close of the calendar year.

Each employee will be eligible for vacation pay based upon a percentage of that employee's gross earnings, from the pay period closest to January 1st, of the current year, to the pay period ending on the date closest to December 31st of the current year as follows:

1. To qualify for the "whichever is greater" clauses that follow, an employee will have worked for a minimum of one thousand and ten (1,010) hours, with vacation and union hours also counted.

2. Less than one (1) year's seniority, 4% of earnings.
3. One (1) but less than five (5) years seniority, 4% of earnings or eighty (80) hours pay at straight time hourly rate, whichever is greater.
4. Five (5) or more, but less than ten (10) years seniority, 6% of earnings, or one hundred twenty (120) hour pay at straight time hourly rate, whichever is greater.
5. Ten (10) or more, but less than fifteen (15) years seniority, 8% of earnings, or one hundred sixty (160) hours pay at straight time hourly rate, whichever is greater.
6. Fifteen (15) years or more, 10% of earnings, or two hundred (200) hours pay at straight time hourly rate, whichever is greater.

Vacation pay will only be issued as follows:

1. When vacation time is taken in intervals of week/s, employees will apply in writing on the Company forms provided and may draw that vacation pay on one (1) of three (3) pay days.

They are:

86. The pay day immediate before the start of the vacation time.
- 87.
88. The pay day or days during the vacation time.
89. The first pay day following the return to work from vacation.
- 43.
- b) Employees may request vacation pay for approved vacation time of one day or more days but less than one (1) week and the vacation pay will be paid the pay period coincident with the vacation time.
3. When an employee's employment terminates, any vacation pay owing will be paid.

Vacation Time

An employee's vacation time entitlement will be based upon the employee's anniversary date with the Company during any current vacation year, as follows:

1. Less than one (1) years seniority, no entitlement.

2. One (1) to five (5) years seniority, two (2) weeks vacation.
3. Five (5) to ten (10) years seniority, three (3) weeks vacation.
4. Ten (10) to fifteen (15) years seniority, four (4) weeks vacation.
5. Fifteen (15) or more years seniority, five (5) weeks vacation.

The Company may close the plant/s or any part thereof for vacation purposes. The start date and length of vacation shutdown (not to exceed two (2) weeks) will be posted on the Company bulletin boards as soon as possible, in advance of the shutdown. However, if such shutdown is impractical, every reasonable effort will be made to schedule time off for vacation purposes in keeping with employees desires, requirements of customers and the operating conditions of the plant/s. In scheduling time off for such purposes, the Company will give preference to the wishes of the employees in order of seniority by classification

The Company will make every effort to schedule vacation shutdown and individual employee vacations during the months of July and August. The Company will discuss possible vacation arrangements with the Union no later than March 1st of each year.

All employees will be required to take their vacation during their current vacation year. Vacations taken other than at vacation shutdown will be mutually arranged with the employees, according to seniority by classification.

Personal Paid Time Off (PPTO)

1. An employee requiring time away from work for one full shift may request to be paid for the absence.
2. The request must be in writing and submitted for payroll to receive before 4.00 PM Monday of the week following the absence(s).
3. This personal paid time off can be applied to lost time days, sick days, leaves of absence, unpaid bereavement days, emergency leaves, work shortage and bad weather.
4. All employees that are eligible for at least three weeks vacation time/pay may invoke this procedure.
5. Personal paid time off shall be in consideration and based on the assumption that the employee will accrue sufficient vacation pay to offset paid time off. The employee will maintain all vacation time and such time may

be requested as per the collective agreement, policies and procedures.

6. Absences will be recorded as per the Collective Agreement and Company policies and procedures.

ARTICLE 29 COST OF LIVING ALLOWANCE

All seniority employees will be provided with a Cost of Living Allowance in accordance with the following provisions:

1. The cost of living allowance will be determined in the manner and to the extent hereinafter set forth in accordance with changes in the Consumer Price Index published by the Dominion Bureau of Statistics (all items 1981 equal 100) on the basis of one cent (\$.01) for each .15 movement of the index.
2. The cost of living allowance provided for herein shall be added to or subtracted from the straight time hourly earnings of each employee effective October 31, 2001, the total cost of living allowance of ten cents (\$.10) per hour will be transferred to classification base rates leaving a zero float.

The first adjustment in the cost of living will be on November 1, 2001, and at that time thereafter quarterly determinations will be made on the following basis, and shall be capped at (\$.00) for the first year, at five cents (\$.05) for the second year, at five cents (\$.05) for the third year of the Agreement. The cost of living allowance shall be rolled into the wages each year of the Agreement.

1. Effective October 31, 2001, the C.P.I. base index will be June 2001.

Effective Date of Adjustment

First Pay Period of the Month	Index
November 2001	September 2001
February 2002	December 2001
May 2002	March 2002
August 2002	June 2002

2. Effective November 1, 2002, the C.P.I. base index will be June 2002.

Effective Date of Adjustment
First Pay Period of the Month Index

November 2002	September 2002
February 2003	December 2002
May 2003	March 2003
August 2003	June 2003

3. Effective November 1, 2003, the C.P.I. base index will be June 2003.

Effective Date of Adjustment
First Pay Period of the Month Index

November 2003	September 2003
February 2004	December 2003
May 2004	March 2004
August 2004	June 2004

4. Reduction in the cost of living index will result in the reduction in the cost of living allowance. However, a reduction in the allowance will not take place if the index falls below the June base index being used for each year of the contract.
3. In the event of the Dominion Bureau of Statistics not issuing the Consumer Price Index on or before the beginning of the first pay period in the quarterly period subject to adjustment, any adjustment required will be made retroactive to the first of the month, at the beginning of the first pay period following receipt of the index.

ARTICLE 30
PAID EDUCATION LEAVE

90. The Company agrees to pay into a special fund one cent (\$.01) per compensated hour per employee for all hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the U.A.W. Local 251 and sent by the Company to the Financial Secretary of Local 251, P.O. Box 22024, Wallaceburg, Ontario, N8A 5G4.
- 44.

92. 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, without pay, for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave of absence will continue to accrue seniority, benefits and pension during each leave.

ARTICLE 31 TECHNOLOGICAL CHANGE

93. Where the Company introduces technological changes or automates its plant processes and such changes affect the content of jobs held by bargaining unit personnel, the Company agrees to fill such new or changed jobs with bargaining unit personnel and accordingly to sponsor or carry out such training as may be required to enable employees to fill such jobs.
- 45.
94. The company is willing to explore new avenues to increased communications and to expand our employees knowledge base. To that end the company will work with the union committee to set up a workable program to achieve the above stated goals.

ARTICLE 32 BENEFIT PROGRAM

Unless otherwise provided the Company will pay one hundred percent (100%) of the premium costs of the following Health Insurance Plans for all employees commencing on the first billing date after completion of their probationary period:

95. **Extended Health and Dental Care**
1. 100% drug plan (no deductible)
Card for people to show for drug plan
 2. Paramedical services (no deductible)
Chiropractor, osteopath, etc.
 3. Basic dental plan current O.D.A. Pay Direct
9 month recall
\$ 1,500.00 denture

d) Semi-private hospital

- 96. Group Life Insurance (\$28,000.00)
 - 46. Year 1 \$ 28,000.00
 - 47. Year 2 \$ 30,000.00
 - 48. Year 3 \$ 32,000.00
 - 49. To age 65. _
- 50.
- 51.
- 52. 3. Accidental Death and Dismemberment
- 53.
 - 1. Non-occupation coverage
 - 2. Benefit to match group life benefit exactly
- 1. **Weekly Indemnity**
 - 1. 2/3 to maximum U.I.C. each year of Agreement
 - 2. First day accident
 - 3. First day hospital or day surgery
 - 4. Third day sickness
 - 5. Four weeks benefit (Company)
 - 6. Fifteen weeks benefit (U.I.C.)
 - 7. Seven week benefit (Company)
- 54.
- 2. The foregoing outlines the principal features included in the Health Insurance program but it is not to be considered the contract of insurance, the complete terms and conditions of which are set forth in the policies, certificates and/or plan of each of the insurance companies. No grievance shall be considered under the terms of this article except a grievance to determine whether the Company is continuing in force the benefits provided in the policies, certificates and/or plan of each of the insuring companies.
- 3. The Company shall have the right to change insurance Carriers provided equivalent or better coverage is maintained. If the carrier is changed then the Company shall provide to the Union proof of such coverage.
- 4.
- 55.
 - 1. The Company's payment toward all group insurance benefits will be suspended after the third month effective November 1, 2001. Such

payment will be reinstated upon the return of the employee to work. If the employee wishes continuation of these benefits during such a leave of absence or layoff, it will be their responsibility to pay the total cost of such benefits to the Company prior to the end of the last Company paid month following the month of any such leave of absence or layoff not to exceed six (6) months.

- 56.
57. (2) The Company will pay upon receipt of proof of purchase a total for each employee \$ 300.00 every 24 months toward the purchase of prescription eye wear or safety prescription eye wear for his/her own use or an immediate dependant member of his/her family. Safety prescription glasses must have either fixed or removable approved side shields. Company will pay full cost of prescription safety glasses as past practice from Company current carrier. Should cost exceed \$300 it will be considered maximum benefit. _

1. Medical Claim Review

3.

Step 1 – If an employee objects to the Insurance Company's disposition of a claim, the objection must be filed in writing and submitted to the Personnel Manager.

Step 2 -- The Personnel Manager will review the filed objection and reply to the employee.

Step 3 – If the matter is still not resolved, a meeting will be scheduled and will include the Personnel Manager, a Union Representative and a representative of the Insurance Company who will issue a final disposition of the matter.

9. Pension

The company will contribute for each employee
 Nov. 1, 2001 \$.25 (twenty five cents)
 Nov. 1, 2002 \$.30 (thirty cents)
 Nov. 1, 2003 \$.35 (thirty five cents)
 per hour worked to a maximum of 44 hours per week toward a defined contribution pension plan. Vacation, holidays and bereavement will be considered for this purpose as hours worked and contribution will be made to a maximum of 8 hours per day. Employees may contribute to the pension, to the legal maximum.

**ARTICLE 33
HEALTH AND SAFETY**

- 1.
1. The Company recognizes its obligation to provide a safe working environment consistent with Health and Safety legislation of the Province of Ontario. Within the scope of legislation, a Joint Health and Safety Committee shall be maintained. The Committee will function under the Provincial legislation in all matters pertaining to Health and Safety. The worker's certified representative (co-chairperson) will be elected or appointed from the workforce. The Union plant committee will be responsible for choosing three Health & Safety Representatives who will be assigned to each of the three shifts. The representative on the day shift will only function in the absence of the workers representative co-chairperson, but will attend any and all health & safety committee meetings scheduled during his or her shift.
- 58.
2. It is agreed that the Occupational Health & Safety Act R.S.O. 1990, O.I. as amended by S.O. 1992 c. 14,s.2 hereafter referred to as the Health & Safety Act and the R.R.O. 1990 Regulations for Industrial Establishments with amendments O.Reg.516/92 hereafter referred to as the Regulations be incorporated into and forms part of this Agreement. The employer and the Union agree to abide by those provisions unless this Agreement provides otherwise. Amendments to the Health & Safety Act other than those indicated above shall not be incorporated into this Agreement except upon written agreement of the parties.
- 59.
2. The Company will pay seventy percent (70%) of the cost of safety shoes, one (1) pair per calendar year, provided that they are CSA approved and paid in Canadian Funds, for those classifications where it is mandatory to wear safety shoes. The Company will pay one hundred (100%) of the cost of safety shoes, one pair per calendar year, provided they are CSA approved and paid in Canadian Funds, for the following classifications: Maintenance Skilled, Maintenance Semi Skilled, Team coordinator, Inter Plant and In Plant Material Movers, Set Up Specialist, Shipper/Receiver.
- 60.
4. The Company shall provide the employee a copy of the WSIB Form 7, if an employee should lose or misplace their WSIB Form 7, the Company on request shall provide the employee with another copy of their WSIB Form 7.

5. For employees that use non prescription safety glasses, damaged safety glasses will be replaced upon presentation to the Company. For lost, stolen or misplaced non prescription safety glasses, the company will supply up to a maximum of one (1) pair per year per employee.

ARTICLE 34 OUTSIDE CONTRACTING

97. If there is a shortage of bargaining unit work resulting in a lay-off of one (1) week or more affecting any members of the bargaining unit, then no outside contracting of this work shall be done during this period.

ARTICLE 35 LETTERS OF UNDERSTANDING

98. All present letters of understanding will become incorporated and shall be deemed part of the current Collective Agreement.

ARTICLE 36 DURATION OF AGREEMENT

99. This Agreement shall remain in full force and effect until October 31, 2004, and thereafter from year to year unless either party gives written notice to the other, not less than ninety (90) days prior to the expiration date of this Agreement, or any anniversary thereof, of its desire for changes or termination of the Agreement.

FOR THE UNION:

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (UAW) Local 251

Delia Kelso
Doreen Yacks
Sonia Taylor
Larry Roegiest
Gord Lilley
Mike Stone

FOR THE COMPANY:

ST. CLAIR TECHNOLOGIES INC.

Anthony Myers
Jay Sheff

Date: _____

Schedule "A"
Start rate for new hires

At November 1, 2001

	Nov. 1, 2001	Nov. 1, 2002	Nov. 1 2003
Maintenance Semi Skilled	13.13	13.38	13.63
Shipper/Receiver	13.13	13.38	13.63
Inter Plant Material Handler	12.93	13.18	13.43
Tool Technician	12.93	13.18	13.43
Set-Up Specialist	11.91	12.16	12.41
In-Plant Material Handler	12.01	12.26	12.51
Q.A. Auditor	11.66	11.91	12.16
Special Build	11.16	11.41	11.66
Automatic Machine Build	11.16	11.41	11.66
Bench Build/Unitool	11.01	11.26	11.51
Electric Build/Tape & Conduit	11.01	11.26	11.51
Ring Out	11.01	11.26	11.51
Cutting	11.01	11.26	11.51
Bulk Twist/U.V. Cure	11.01	11.26	11.51
Terminate	11.01	11.26	11.51
Sonic Weld	11.01	11.26	11.51
Hand Cut/J1939	11.01	11.26	11.51
Heat Shrink	11.01	11.26	11.51
Miscellaneous	11.01	11.26	11.51
Hand Twist Weather Seal			
Soldering Potting			
Pull To Seat Point to Point			
Tape & Shield Conduit Cutting			
Molding Braiding			
Janitor	11.01	11.26	11.51
General Labour	11.01	11.26	11.51

New hires will be red-circled for one year at the new rate as outlined in Schedule "A". In the second year they will go through the progression rate at (\$.30) cent

intervals until they retain the regular rate of their classification.

Schedule "A"
Classifications & Rates of Pay

At November 1, 2001

	Nov. 1, 2001	Nov. 1, 2002	Nov. 1 2003
Maintenance Skilled	20.86	21.11	21.36
Maintenance Semi Skilled	14.78	15.03	15.28
Shipper/Receiver	14.78	15.03	15.28
Inter Plant Material Handler	14.58	14.83	15.08
Tool Technician	14.58	14.83	15.08
Set-Up Specialist	13.56	13.81	14.06
In-Plant Material Handler	13.66	13.91	14.16
Q.A. Auditor	13.31	13.56	13.81
Special Build	12.81	13.06	13.31
Automatic Machine Build	12.81	13.06	13.31
Bench Build/Unitool	12.66	12.91	13.16
Electric Build/Tape & Conduit	12.66	12.91	13.16
Ring Out	12.66	12.91	13.16
Cutting	12.66	12.91	13.16
Bulk Twist/U.V. Cure	12.66	12.91	13.16
Terminate	12.66	12.91	13.16
Sonic Weld	12.66	12.91	13.16
Hand Cut/J1939	12.66	12.91	13.16
Heat Shrink	12.66	12.91	13.16
Miscellaneous	12.66	12.91	13.16
Hand Twist Weather Seal			
Soldering Potting			
Pull To Seat Point to Point			
Tape & Shield Conduit Cutting			
Molding Brading			
Janitor	12.66	12.91	13.16
General Labour	12.66	12.91	13.16

Calculations based on 1st year \$.50, 2nd year \$.25 and 3rd year \$.25 increases.

The \$.15 formerly referred to as "Pay for Knowledge" included in the calculation for hourly rate of the former Focus Factory classifications and being paid to employees shall be maintained provided they remain within the classification(s) or replacement classifications.

Letter of Understanding

November 26, 2001

In relation to the prescription eyewear benefit, Article 32 7 (2), by way of explanation, it is understood that an employee that has purchased prescription eye wear within 24 months prior to Oct. 31, 2001 shall have an additional \$ 100.00 available for the purchase of prescription eye wear. The anniversary date for purchase shall remain consistent with prior purchase. Any employee that purchased prescription eye wear in excess of \$ 200.00 within 24 months prior to Oct. 31, 2001, will upon request and providing proof of purchase, will be eligible for additional reimbursement up to the maximum of \$ 300 for the 24 month period.

62. Union _____
Company _____
63. Delia Kelso Anthony R. Myers
64. Date _____ . Date _____

Letter of Agreement

It is agreed that the Company and the Union will discuss changes to the "hard copy" of the pension language and to the increase of the number of investment options with the pension provider.

65. Union _____ Company _____
66. Delia Kelso Anthony R. Myers
67. Date _____ . Date _____

68. LETTER OF AGREEMENT

69.

70. The Union and the Company agree that the language as described in Article

71. 16, Leave of Absence (Bereavement) of the Collective Agreement dated
72. March 1999 will be administered upon ratification of a collective agreement.
- 73.
74. Union _____ Company
75. _____ Delia Kelso Anthony R. Myers
- 76.
77. Date . Date

LETTER OF AGREEMENT

The Company and the Union agree that the transition period will be completed for all employees affected within a three (3) month period beginning upon the ratification of the Collective Agreement. The only exclusion to the above mentioned would be employees who are on approved leaves of absence, modified work, etc.

A member of the Union committee who will be selected by the Union Committee will participate and monitor on a weekly basis the organization of the transition and implementation period.

Such monitoring by the Union committee person selected will not be restricted to the amount of time (hours) that will be required to monitor the implementation of the transition period.

Any further monitoring will occur on a monthly basis which includes the whole bargaining committee who were present at the bargaining table.

The Company will notify the Union person to the transition period of how many employees are required in each job classification.

The transition of the employees from the cell format to the traditional format the following will apply:

The employees affected will be offered the traditional jobs by order of seniority. Each employee will make three (3) selections. The process of the three (3) selections will have to be done on repetitive basis if necessary until all the job classifications are filled.

78. Union _____
 Company _____
 79. Delia Kelso Anthony R. Myers
 80.
 Date _____ . Date _____

LETTER OF UNDERSTANDING

For purposes of Art. 23 an employee that requires time off from work for continuing medical treatment of a work related injury/illness will make reasonable effort to make such appointments that will not interrupt the employees regular shift and will make reasonable effort for a shift change.

81. Union _____ Company _____
 82. Delia Kelso Anthony R. Myers
 83.
 Date _____ . Date _____ .

LETTER OF UNDERSTANDING

The Company and the Union agree that there is legislative (e.g. WSIB) and moral (e.g. Human Rights) responsibilities to accommodate employees with permanent and temporary restrictions. The Company and the Union will meet and work cooperatively to ensure that these employees are accommodated, whenever possible, with the understanding that this accommodation may interfere with or disrupt the normal rotation within the work cells.

Agreed Nov.23/99

Date:

Rosalind Bechard
 International Union, united Automobile, Aerospace and Agricultural Implement
 Workers of America (UAW-CLC) and its Local No. 251

Date:

Brian Slack
 Director of Operations

Letter of Agreement

July 11, 2001

Upon ratification of the Collective Agreement the Company will provide the following to facilitate the Union Committee;. The Union will have access upon request to a room which allows privacy, eg blinds, inside door locks, and a private phone line for local calls, for use of Union business. The phone will be equipped to record messages. The Company will also provide adequate locking filing cabinets, stationary supplies for use by the Union Committee and Stewards (e.g. Pens, Note Pads, stapler, Tape and Binders), excluding forms etc. supplied by the Union.

84. Union _____ Company

85. _____ Delia Kelso Anthony R. Myers

86. Date _____ . Date _____ .

LETTER OF AGREEMENT

December 9, 1998

To: Rosalind Bechard – Plant Chairperson
 From: Brian Slack – Director of Operations

Letter of agreement between UAW local 251 and St. Clair Technologies Inc.

Re: Plant Rules:

The Union agrees that the Company has the right to maintain and establish reasonable rules and regulations.

All said rules and regulations will not be inconsistent with provisions of this Collective Agreement.

The Company agrees that the Union has the right to question said rules and regulations through the established grievance procedure.

Union _____ Company _____
Rosalind Bechard Brian Slack

Date: _____ Date: _____

87.
88.

89. LETTER OF AGREEMENT
90.

91. September 11, 2001

92.

93. To: Delia Kelso – Plant Chairperson

94. From: Anthony R. Myers – Manager Human Resources

95.

96. Letter of Agreement between UAW Local 251 and St. Clair Technologies Inc

97.

98. The Company will review the current Attendance Policy with input from the union during the first year of this collective agreement.

99.

100. Unon _____ Company

101. _____ Delia Kelso

Anthony R. Myers

102.

103. Date _____ . Date _____ .

Letter of Intent

November 24, 1998

Skilled Trades:

The current salary employee in Maintenance, Mike Foster, shall continue to perform maintenance functions as in the past. If this employee leaves the company on a permanent basis his respective replacement shall join the Company as a member of the bargaining unit.

Union: _____ Company: _____
Rosalnd Bechard Brian Slack

Date: _____ Date: _____

LETTER OF AGREEMENT

August 14, 2001

To: Delia Kelso – Plant Chairperson
From: Anthony R. Myers – Manager Human Resources

Letter of agreement between UAW local 251 and St. Clair Technologies Inc.

Employees will have access to their records or will give written permission to their Union representative to access their records for the purpose of grievance investigations or disciplines. A copy of the written permission to be given to the Manager of Human Resources or designate. Inquiries regarding status of attendance to be directed to the immediate Supervisor who will provide this information.

104. Unon _____
Company _____

105. Delia Kelso Anthony R. Myers

106. Date _____ . Date _____

LETTER OF AGREEMENT

February 3, 1999

To: Rosalind Bechard – Plant Chairperson
From: Brian Slack – Director of Operations

Letter of agreement between UAW local 251 and St. Clair Technologies Inc.

It is agreed that the Company will continue the practice of employing students on occasions when there is a short term immediate need, when mutually agreed by the Company and the Union, other than during school vacation period (May 1 to September 15). Students will not be hired prior to all seniority employees being recalled and all probationary employees having been given the opportunity of recall.

Union _____ Company _____
Rosalind Bechard Brian Slack

Date: _____ Date: _____

LETTER OF AGREEMENT

December 4, 1998

To: Rosalind Bechard – Plant Chairperson
From: Brian Slack – Director of Operations

Letter of agreement between UAW local 251 and St. Clair Technologies Inc.

Re Article 8

Knowledge is defined as that to which in normal procedure or circumstance is that when the appropriate member of management or supervision is made aware of the incident or ought to have been aware of the incident.

Union : _____ Company: _____
Rosalind Bechard Brian Slack

Date: _____ Date: _____

LETTER OF AGREEMENT

December 8, 1998

To: Rosalind Bechard – Plant Chairperson, U.A.W. Local 251
From: Brian Slack – Director of Operations, St. Clair Technologies Inc..

Letter of agreement between UAW local 251 and St. Clair Technologies Inc.

For the purpose of Job Postings all vacancies which require a posting will be posted as per the collective agreement. Should the selection result in a further vacancy the subsequent vacancy will also be posted, as past practice.

Union: _____ Company: _____
Rosalind Bechard Brian Slack
Date: _____ Date: _____

December 9, 1998
Don Caryn
International Rep.
U.A.W. Region 1
30755 Montpelier
Madison Heights Mi.
48071

Upon ratification of the Collective Agreement all posting selections will be made within 5 regular working days following the end date indicated on the posting or sooner if possible.

Brian Slack
Director of Operations.

107. LETTER OF AGREEMENT

108.

109. September 11, 2001

110.

111. To: Delia Kelso – Plant Chairperson

112. From: Anthony R. Myers – Manager Human Resources

113.

114. Letter of Agreement between UAW Local 251 and St. Clair Technologies Inc

115.

116. The Company is committed to maintaining current employment levels in Wallaceburg. In the event that there is a major transfer of work to another division the Company agrees to advise the Union Committee prior to such transfer.

117.

118. Unon _____ Company

119. _____
Delia Kelso

Anthony R. Myers

120.

Date _____ . Date _____ .

MEMORANDUM OF UNDERSTANDING

February 3, 1999

Jim Lee President
U.A.W. Local-251
P.O. Box 22024
88 Elm Drive South
Wallaceburg, Ontario
N8A 5G4

Dear Jim Lee:

SUBJECT: Ontario Relocation

In the event that ST. Clair Technologies Inc. establishes an additional wire harness facility within two hundred twenty five (225) km within Ontario, the Company shall recognize the International Union United Automobile, Aerospace Agricultural Implement Workers of America (U.A.W.) As the sole bargaining

agent for all employees of the Company as spelled out in the current collective agreement Article #1 Recognition.

The current collective agreement will apply to all or any facilities as above, (exceptions will be negotiated to apply to the new facility, and these exceptions shall become addendum's to the current collective agreement).

In the event of a relocation or a new facility is established employees at the Wallaceburg facility with the skill and ability will be given the opportunity to transfer to a relocation or facility.

Yours truly,

Brian Slack
Director of Operations
St. Clair Technologies

MEMORANDUM OF UNDERSTANDING

February 3, 1999

Brian Slack
St. Clair Technologies Inc.
1050 Old Glass Road Street
Wallaceburg, Ontario
N8A 3T2

Dear Brian Slack:

SUBJECT: Plant Closing

It is mutually agreed between St. Clair Technologies Inc. And U.A.W. Local 251, that,

In the event of the plant closing the Company agrees to discuss compensation for displaced employees in accordance with the Employment Standards Act as in effect at February 3, 1999.

Yours truly,

Don Caryn
International Representative
UAW

LETTER OF AGREEMENT

October 19, 2001

To: Delia Kelso – Plant Chairperson
From: Anthony R. Myers – Manager Human Resources

Letter of agreement between UAW local 251 and St. Clair Technologies Inc.

It is agreed that should an employee not receive initial Sick & Accident benefits within three (3) weeks from application, the Company will advance the employee 90% of benefits upon request, provided they sign the proper release to reimburse the Company.

For uncontested W.S.I.B. claims should the employee not receive initial benefits within three (3) weeks from the date of application , the Company will advance the employee 90% of benefits upon request, provided they sign the proper release to reimburse the Company.

121. _Unon _____ Company

122. _____ Delia Kelso Anthony R. Myers

123. _____
Date _____ Date _____.

LETTER OF UNDERSTANDING

February 18, 1999

To: Rosalind Bechard – Plant Chairperson, U.A.W. Local 251
From: Brian Slack – Director of Operations, St. Clair Technologies Inc..

Letter of understanding between UAW local 251 and St. Clair Technologies Inc.

The Company will contribute to The Employee Assist Program (EAP Fund Local 251) in an amount of \$ 500.00 per year during the life of this contract.

Union _____ Company _____
Rosalind Bechard Brian Slack_

Date: _____ Date: _____

LETTER OF UNDERSTANDING

February 18, 1999

To: Rosalind Bechard – Plant Chairperson, U.A.W. Local 251
From: Brian Slack – Director of Operations, St. Clair Technologies Inc..

Letter of understanding between UAW local 251 and St. Clair Technologies Inc.

The Company will implement a five (5) minute interval between breaks. Should it

be found to be abused the company will hold the right to discontinue this practice.

Union _____ Company _____
Rosalind Bechard Brian Slack

Date: _____ Date: _____

LETTER OF UNDERSTANDING

February 18, 1999

To: Rosalind Bechard – Plant Chairperson, U.A.W. Local 251
From: Brian Slack – Director of Operations, St. Clair Technologies Inc..

Letter of understanding between UAW local 251 and St. Clair Technologies Inc.

For plant wide overtime all employees will be advised by means of Public Address. For limited overtime employees will be approached individually and a Tick Sheet will be utilized.

Union _____ Company _____
Rosalind Bechard Brian Slack

Date: _____ Date: _____

LETTER OF UNDERSTANDING

February 18, 1999

To: Rosalind Bechard – Plant Chairperson, U.A.W. Local 251

From: Brian Slack – Director of Operations, St. Clair Technologies Inc..

Letter of understanding between UAW local 251 and St. Clair Technologies Inc.

It is the Company's intention to establish Direct Deposit Payroll for all hourly employees by July 5, 1999. Upon implementation of Direct Deposit Payroll and when there is a holiday on Friday the company will ensure that such deposit will be completed by (noon) 12: 00 P.M. Thursday.

Union _____ Company _____
Rosalind Bechard Brian Slack

Date: _____ Date: _____

Mr. Don Caryn
UAW Local 251
Sub Regional Office
220 Wellington St. W.,
Chatham Ont..
N7M 1J6

March 17, 1999

Dear Mr. Caryn;

As a final resolve to all outstanding grievance concerning the issues of bumping rights for a lay off of 2 days or less, the procedure for the resolve of complaints arising from the lay off of February 19, 1999 shall be followed. An employee that is laid off will be allowed the opportunity to bump the most junior employee provided they have 80% walk on ability.

Sincerely

Brian Slack
Director of Operations
St. Clair Technologies Inc.

Letter Of Understanding

August 14, 2001

The Company will operate and administer policies and procedures in a manner that meets all the requirements of the Human Rights Act and further accepts and acknowledges any and all responsibilities and or liabilities under the Human Rights Act in specific regard to Article 10 (d) and (j).

124. Unon _____ Company

125. _____
Delia Kelso

Anthony R. Myers

126.

Date _____ . Date _____ .

Letter of Understanding

Aug. 14, 2001

Currently to facilitate direct deposit requires that vacation pay requests must be made available to the payroll department not later than 12.00 p.m. Tuesday of the week prior the vacation pay is to be paid out.

Anthony R. Myers
Manager Human Resources