

COLLECTIVE AGREEMENT

between:

PETERSON SPRING

KINGSVILLE, ONTARIO

- and -

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA)
AND ITS LOCAL 1769**

**December 11, 1999 -to- December 10,
2002**

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PURPOSE AND INTENT

THE GENERAL PURPOSE OF THIS AGREEMENT IS TO SET FORTH TERMS AND CONDITIONS OF EMPLOYMENT, AND TO PROMOTE ORDERLY AND PEACEFUL LABOUR RELATIONS FOR THE MUTUAL INTEREST OF THE COMPANY, THE EMPLOYEES, AND THE UNION.

THE PARTIES RECOGNIZE THAT THE SUCCESS OF THE COMPANY AND THE JOB SECURITY OF THE EMPLOYEES DEPENDS UPON THE COMPANY'S SUCCESS IN BUILDING A QUALITY PRODUCT AND ITS ABILITY TO SELL SUCH PRODUCT.

TO THESE ENDS, THE COMPANY AND THE UNION ENCOURAGE TO THE FULLEST DEGREE FRIENDLY AND CO-OPERATIVE RELATIONS BETWEEN THEIR REPRESENTATIVES AT ALL LEVELS AND AMONG ALL EMPLOYEES.

PREAMBLE

This Agreement, entered into as of the 11th day of December, 1999, between Peterson Spring - Kingsville Plant, hereinafter referred to as the "Company", and the Canadian Auto Workers and its Local 1769, hereinafter referred to as the "Union", representing the Company's employees in the recognized unit.

ARTICLE 1 - RECOGNITION AND EXCLUSIONS

- 1:01 The Company recognizes the Union as sole bargaining agent of all employees of Peterson Spring - Kingsville Plant, at Kingsville, Ontario, save and except Foremen, persons above the rank of Foremen, office and sales staff.
- 1:02 The Company will negotiate at all times necessary in the manner provided herein with the chosen accredited representatives of the Union, for the purpose of determining any disputes which may now exist or which may arise as to wages, hours, working conditions or any other questions affecting the employees.

ARTICLE 2 - MANAGER'S RIGHTS

- 2:01 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer and suspend employees, and also the right of the Company to discipline or discharge any employee for just cause, 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 hereinafter provided.
- 2:02 The Union recognizes the right of the company to operate and manage its business in all respects in accordance with its commitments and responsibilities, and that the location of its plants, the products to be manufactured, the schedules of production and distribution, the methods, processes, and means of manufacturing are solely; the responsibility of the Company. The Company also has the right to maintain order, discipline and efficiency.
- 2:03 The Company agrees that it will not exercise its management's rights for the purpose of restricting or limiting the rights of its employees herein granted.

ARTICLE 3 - REPRESENTATION

- 3:01 The Company acknowledges the right of the Union to appoint or otherwise select, a plant committee, otherwise known as the Union Plant Committee, which shall be composed of not more than three [3] members, one [1] of whom shall be the Chairperson. The Company recognized the Plant Committee as sole representatives in contract negotiations. Each member of this Committee shall have at least one [1] year's seniority with the Company and shall be regular employees of the Company during their time of office.

The Company will recognize and bargain with said Committee on any matter properly arising out of this agreement, and the said Committee will co-operate with the Company in the Administration of this agreement. Committee members will rotate on all three [3] shifts when their particular department is operating on a three [3] shift schedule and work in their classification as available, or on two [2] shifts if the department is so operating. **The Union Plant Chairperson will remain on Day Shift.**

- 3:02 Plant Committeeperson shall be allowed up to four (4) hours during day shift and two (2) hours during afternoon and midnight shift to discuss and present grievances and settle other Union business pertaining to Peterson Spring - Kingsville Plant. Additional time, as required, will not be unreasonably withheld and shall be paid for such time at regular rates. The provisions of this section apply only when the time taken is during the normal working hours of the Committeeperson. When a Plant Committeeperson attends a Step No. 3 Grievance Meeting before or after his regular shift, he shall be paid for such time at his regular straight-time rate.
- 3:03 Only one [1] Union Committeeperson shall be permitted to take regular work time to investigate and settle grievances during any one [1] shift unless certain circumstances justify an additional Committeeperson. If two [2] or more members of the Bargaining Committee are assigned to any one [1] shift, the Union shall designate one [1] representative for such shift. **The Chairperson of the Plant Committee shall be the designated representative for the Day Shift.** Should a Committeeperson have a grievance, he shall have the right to be represented by another Committeeperson in accordance with the procedures set forth in Article 4.
- 3:04 The Company will recognize an alternate Union Committeeperson appointed or otherwise selected by the Union during any hours of scheduled work in which a regular Union Committeeperson is not in the plant. Such alternate Committeeperson will have a minimum of one (1) year seniority unless otherwise mutually agreed to by the Company and the Union Plant Committee. He shall be allowed and paid for the same amount of time as the Plant Committeepersons to discuss and present grievances with the foreman on the shift, or such other person designated by Management to act in its behalf in the absence of the Foreman.
- 3:05 The Union agrees to notify the Company in writing whenever any changes occur in the personnel or status of the Plant Committee and alternate and the effective dates of such changes.
- 3:06 The Company will supply the Union with a list of the members of Management responsible for the Administration of the contract and notify the Committee Chairperson when changes occur.
- 3:07 An employee shall have a Union representative with him when called into the Foreman's or Plant Manager's office for any disciplinary action or investigation pertaining to any disciplinary action.
- 3:08 Union executives and Union Plant Committee will be allowed to take necessary time off from work to attend regular monthly union meetings and union functions.
- Foremen or other supervisory management personnel must be notified in advance when such absences are to occur.
- 3:09 The Shop Committee and the Company representative shall meet providing there is business for their joint consideration at such times as may be mutually agreed upon.

A request for a meeting will be indicated by a letter or note from either party to the other party containing an agenda of subjects to be discussed. The parties will consult regularly for purposes of discussing issues relating to the work place which affect the employees or the parties to this agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE

4:01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

4:02 No grievance shall be considered:

- (a) Which usurps the function of the Management
- (b) Where the circumstances giving rise to it occurred or originated and the grievance was filed more than five [5] full working days from the time the grievor or the union became aware of the cause giving rise to the grievance whenever practical.

4:03 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present his grievance orally to his Foreman. If not satisfactorily settled, he shall have the assistance of one member of the Plant Committee or an alternate in discussing and writing the grievance. Committeepersons and alternates shall be permitted by their Foreman to leave their work without undue delay to handle grievances. If a settlement satisfactory to the employee and or the union is not reached, the grievance will be reduced to writing on a form supplied by the Union and given to the Foreman. The Foreman will place his written answer on the grievance copy within two (2) working days thereafter. If the grievance is still not satisfied, the grievance may be presented as follows at any time within two (2) working days thereafter.

Step No. 2

The aggrieved employee may, with a member of the Plant Committee, present his written grievance to the Plant Superintendent who shall consider it and render his decision in writing within two (2) working days. Should the decision of the Plant Superintendent be unsatisfactory, the grievance may be submitted to STEP No.3 within two (2) working days thereafter.

Step No. 3

The Union Plant Committee shall meet as promptly as possible with the Management to consider the grievance and such meeting shall be held within seven (7) working days of the notification thereof to Management. The Union shall have the right to have a National Representative of the CAW present at any meeting of the Plant Committee and Management.

If Management does not give the other a written statement of its position within seven (7) working days after the Union-Management meeting has commenced, it shall be concluded that the grievance has been resolved in favour of the Union.

4:04 If final settlement of the grievance is not completed within seven (7) working days after the Union-Management meeting has commenced and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to an impartial umpire as provided in Article 5 below, at any time within fifteen (15) working days thereafter, but no later. The Chairperson will notify Management of the Unions intention to appeal to arbitration.

ARTICLE 5 - ARBITRATION

5:01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application or alleged violation of the terms and provisions of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 4 above, and which has not been settled, may be referred to an impartial umpire to be selected by the parties to this Agreement. The party wishing to submit the matter to arbitration shall, within fifteen (15) working days following the failure to reach a settlement at Step No.3 outlined in Article 4, notify the other party in writing, of its intention to submit the matter to arbitration, setting out the issues to be arbitrated.

5:02 Should the parties fail to agree upon an umpire within fifteen (15) working days of the notification of either party by the other party of its intention to submit the matter to arbitration, then either party may request the Minister of Labour for the Province of Ontario to appoint such an impartial umpire. The decision of the impartial umpire shall be final and binding on the Parties hereto.

5:03 At any stage of the grievance procedure, including arbitration, the conferring parties may agree to have the assistance of any employee(s) concerned, or any necessary witnesses, and may have, by agreement, access to the Plant to view any disputed operation.

5:04 Each of the parties hereto will bear jointly the expense and fee of the impartial umpire.

5:05 The umpire shall not have jurisdiction to alter, add to or subtract from, modify, or amend any part of the Agreement, or to deal with any matter not covered by this Agreement. The umpire, however, in respect of the grievance involving a penalty shall have the right to modify such penalty if in the opinion of the umpire it is just and equitable to do so.

5:06 An allegation involving the interpretation or violation of any provision of this Agreement may be lodged in writing by the Union with the Management of the Company, or by a Representative of the Company with the Union. Such grievance shall be lodged beginning with Step No.3. Should the parties fail to agree on settlement of the issue, it may be appealed to an arbitrator within the time and in the same manner and to the extent set forth in the grievance procedure in Article 4.

Such general grievance shall not be lodged unless the grievance could not properly be processed by an individual employee, and in any case the Union and the Company agree that a general grievance will not be used to circumvent any provisions of the grievance procedure.

5:07 The Parties will have the right by mutual written agreement, to change at any time limits set

forth in the above procedure.

ARTICLE 6 - DISCIPLINARY PROCEDURE

- 6:01 In the event of an employee who has attained seniority being discharged or suspended from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 6.:02 All such cases shall be taken up within three (3) working days and disposed of within seven (7) working days of the date the employee is notified of discharge or suspension, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged or suspended from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager within three (3) working days after the employee has been discharged or suspended.
- 6:03 Such special grievances may be settled by confirming the Management's action in dismissing or suspending the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which to the conferring parties may seem just and equitable. Any grievance not settled under this Article may be referred to Arbitration and an impartial umpire selected as provided by Article 5.
- 6:04 The Union and the employee shall both receive a copy of any disciplinary action taken towards the employee by the Company.
- The employee or the Union representative shall acknowledge receipt of this notice by signing and dating all copies.
- 6:05 The term "working days" when used in this Agreement for grievance procedure shall exclude Saturday, Sunday and any Holiday's as defined herein.
- 6:06 Any discharged employee, employee on compensation or sick leave, will be allowed to talk to a member of the Union Plant Committee on Company premises. Such meetings shall be limited to half (1/2) hour per occurrence and must have prior agreement with the Management as to time and place.
- 6:07 Any discipline against an employee must be within five [5] working days of the occurrence, or the company becoming aware of the occurrence, whenever practical, providing the employee is at work.

ARTICLE 7 - SENIORITY

- 7:01 Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of service with the Company.
- 7:02 When an employee has worked a total of three hundred, sixty (360) hours for the Company in any period of twelve (12) consecutive months, he shall have seniority rights and be entitled to have his name placed upon the seniority list. His seniority will date from the day he actually started to work

for the Company.

Accordingly, employees beginning work for Peterson Spring-Kingsville Plant shall have their names placed on the seniority list based on the following criteria:

- 1... Date of hire (the day actually started work);
- 2... Clock number (order in which hired).

- 7:03 An employee shall be considered to be on probation until he has acquired the required seniority as defined in Article 7.02.
- 7:04 An employee laid off through no fault of his own during his probationary period, will be given consideration in rehiring, so that if he accumulated three hundred, sixty (360) hours time within a period of twelve (12) months of his first employment date he will be placed on the regular seniority list with seniority dated from his original hiring date.
- 7:05 Probationary employees shall not have any seniority rights, but the Union shall represent them for the purposes of collective bargaining in respect to rates of pay, hours or work, and working conditions.

The Union reserves the right to grieve the termination of a probationary employee, if the termination is discriminatory, arbitrary or in bad faith.

It is recognized by the Company and Union that the standard and burden of proof that would cause a termination of a probationary employee is less than that of a seniority employee.

- 7:06 Seniority lists shall be kept current and shall be posted on the Company Bulletin Board and revised August 1st, November 1st, February 1st, and May 1st of each year.
- 7:07 The Company agrees to notify the Union in writing within five (5) days of an employee's completion of the probationary period.

ARTICLE 8 - LAY-OFF AND RECALL

- 8:01 Employees will be retained, laid-off or recalled to work in case of a reduction in the work force in accordance with seniority. The following procedure shall apply in the event of a lay-off:
- (a) All probationary employees will be laid-off first on all three shifts.
 - (b) If any further employees are to be laid-off, they shall be laid-off on a plant wide seniority basis, provided employees retained at work shall be qualified to do the work available.

Employees within classification in which jobs have been eliminated, by inverse order of seniority within the classification shall be notified [along with an equal

number of junior plant wide seniority employees receiving layoff notices] of their right to exercise their seniority to displace an employee with less seniority in another classification or department providing they have the skill and ability to perform the duties in the classification on until no employees are able to exercise bumping rights. If the layoff is reversed or a vacancy exists or the classification again adds to itself anyone effected in this procedure shall return to their former job. Unforeseen situations may arise during the layoff, which will prevent the company from recalling individuals to their home classification. Such cases will be discussed with the committee person as they arise and agreed upon.

- (c) Machinist, Millwrights and Electricians shall exercise their seniority within their specific classification before exercising their seniority plant wide, they shall not be subject to being bumped by other classifications unless by previous experience. Subject to the trial period Article 8:01 (d).
- (d) If a question arises as to whether an employee is qualified, he shall be given a maximum trial period of five [5] working days. During the five [5] day trial period, the employee will receive proper orientation and instruction and need only demonstrate during the five [5] days that they will be able to perform all aspects of the job within a reasonable period of time.
- (e) The Company will give five (5) days advance notice of lay-offs whenever possible and will supply the Union with a copy of all layoffs and recalls.

8:02 The three (3) members of the Plant Committee will be retained in the employ of the company during their respective term of office notwithstanding their position on the seniority list so long as work is available which they are qualified to perform. The Chairperson of the Plant Committee shall have top seniority.

8:03 Recall from layoff shall be in the reverse order of the layoff procedure, provided that the person next to be recalled has the skill and ability to perform the job being re-established. If vacancies are created, such vacancies will be posted in accordance with Article 27.

NOTE: The Company will supply the Union with an updated list of the last known address and phone number for each employee and notify the Union when changes are reported.

8:04 The Company will use seniority employees for inventory work, wherever possible. It is clearly understood that employees required for inventory work must be able to count, read and write English.

8:05 Due to lack of work, for one [1] shift or less, the Company may temporarily transfer the junior employee in the classification. Such transfers will not exceed one [1] day per week/or twenty [20] regular working days per calendar year unless mutually agreed.

Prior to temporary transferring or laying off employees the Company will canvass for volunteers to go home without pay, by seniority on that shift within that department/classification first, before bumping rights can be invoked.

ARTICLE 9 - LOSS OF SENIORITY

9:01 An employee shall lose his seniority standing and his name shall be removed from the seniority list for any of the following reasons:

- (a) If the employee voluntarily quits the employ of the Company.
- (b) If the employee is discharged and the discharge is not reversed through the grievance procedure.
- (c) If the employee has been laid off and fails to return within five (5) normal working days after he has been notified to do so by the Company by registered mail addressed to the last address on record with the Company, unless a valid reason for any delay is given.

NOTE: It is the employee's responsibility at all times to keep the Company and Union informed of his correct home address and telephone number.

- (d) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave in writing.
- (e) If the employee is absent from work for more than three (3) consecutive normal working days without advising the Company and giving satisfactory reason for such absence.
- (f) If the employee is laid off by the Company in excess of the following periods:
 - Up to five (5) years service-36 month lay-off
 - Over five (5) years service- 65 month lay-off

ARTICLE 10 - CHECK-OFF OF UNION DUES

10:01 All employees who are members of the Union as of the date of this Agreement will be required to continue to be members of the Union as a condition of employment with the Company. Any employee who is hired subsequent to the date of this Agreement shall become a member of the Union within thirty (30) days of his hiring and will be required to continue to be a member of the Union as a condition of his employment.

10:02 The Company will deduct from the second pay of the month of each employee who is a member of the Union the monthly Union dues, initiation fees, and dues authorized by the Constitution and By-Laws of the Union.

The Company will deduct from the second pay of the month of each employee who is not a member of the Union as at the date of the Agreement the monthly dues for general union purposes

as authorized by the Constitution and By-Laws of the Union; and it shall be a condition of remaining in the employment of the Company that such employee authorize the Company to make such deduction.

- 10:03 All sums deducted as above with a record of those from whom deductions have been made and amounts of such deductions and a list of those members who did not have Union dues deducted and the reason why no deduction took place shall be remitted by the Company to the financial secretary of Local 1769 of CAW by the 10th of the month following the end of the month in which the deductions were made. The remittance shall be by cheque.
- 10:04 The Company will include the annual amount of Union dues paid by each employee during the year on their regular T-4 slip.

ARTICLE 11 - HOURS OF WORK

- 11.01 The normal work week shall be five (5) eight (8) hour days, Monday to Friday inclusive. Shift changes will be posted at the time clock at approximately noon on Wednesday preceding the week in which the change is to take place. The Company will exercise fair shift rotation. An employee will not be required to report for a shift other than the shift he/she has already worked, or is scheduled to work. In no case will an employee be required to work more than two (2) consecutive weeks on the afternoon shift or midnight shift.
- 11:02 Effective January 1, 1979, the following shall be the normal hours of work for the various shifts and shall be posted at the time clock:
- | | |
|-----------------|---------------------|
| Midnight Shift | 11:30 PM to 7:30 AM |
| Afternoon Shift | 3:30 PM to 11:30 PM |
| Day Shift | 7:30 AM to 3:30 PM |

Except that in Receiving and Millwright, an 8:30 AM to 4:30 PM shift may be necessary and employees may be required to rotate should there be more than one person in the department.

Shipping room will work the following hours:

7:30 AM to 3:30 PM or

8:30 AM to 4:30 PM if required.

Midnight shift will begin on Sunday.

- 11:03 The employees shall be at their work stations at starting times of each shift as well as before and after each break.
- 11:04 An employee reporting to work late shall have one tenth (1/10th) of one (1) hour's pay deducted for each six (6) minutes or fraction thereof he is late.
- 11:05 One [1] twenty [20] minute lunch break on Company time will be permitted on each shift at 12:00 noon, 8:00pm and 4:00am, respectively, in an area(s) designated by Management.

Management agrees to maintain lunchroom in sanitary conditions provided employees assist by using available garbage disposal facilities. Individual lunch breaks and rest periods may be

varied up to thirty [30] minutes either way to allow for continuous operation of certain pieces of equipment when the occasion requires, however, not on a regular basis unless mutually agreed upon by both parties.

Participation would be on a voluntary basis provided a sufficient number of employees can be obtained to satisfy the requirements. If not, selection will start with the least senior employee and progress upwards.

Employees must have a minimum of six [6] total hours of credit in a given day to be paid for the twenty [20] minute lunch period. [Lunch period to be included as part of six [6] hours.] If the Company causes the employee to be sent home for lack of work, during or after the lunch break, the Company agrees to pay the twenty [20] minute lunch period.

11:06 One (1) five (5) minute wash-up period will be permitted immediately preceding the lunch break and at the end of their shift.

11:07 **Shift Change**

All shift change requests must be handed in to their supervisors in advance and will be considered and granted providing the following criteria is met:

1. If it is agreed with another employee in the same department/classification provided such changes does not result in any overtime pay.
2. Employees in the same department/classification who are different levels will be allowed to switch shifts provided the Company is able to operate efficiently.
3. (a) In order to switch shifts both employees must be scheduled to work. Requests to have time off during the switched shift will be handled as if it was your own shift and so long as it does not interfere with production requirements it would then be approved by the supervisor. These cases will be handled on a consistent basis.

(b) If either employee switching shifts does not report to work, then that employee will have shift change privileges withheld for a six [6] month period. Exceptions to the above will be made upon presentation of a valid excuse for the absenteeism, or unless approved under 3(a).
4. Shift changes will not be permitted for any longer than two [2] weeks.
5. Three [3] way shift changes will be permitted, however, employees on a switch shift will not be permitted to switch with additional person.

It will be the responsibility and accountability of both parties requesting the shift change to meet their obligation of attending work on the agreed upon shift change, or unless approved under 3(a).

11:08 (a) Notwithstanding any other sections in this Article 11, a paid twenty [20] minute lunch will be provided ONLY when a department/classification is working on a three [3]-shift basis. If not working on a three [3]-shift basis,

half [½] hour unpaid lunch will be provided and hours of work will be 7:00am to 3:30pm for the first [1st] shift, and 3:30pm to 12:00pm for the second [2nd] shift.

ARTICLE 12 - SHIFT PREMIUM

12:01 Employees required to work on the afternoon shift will receive a shift premium of fifty-five cents [.55¢] per hour and midnight shift shall be paid a shift premium of sixty cents [.60¢] per hour.

ARTICLE 13 - REST PERIODS

13:01 The Company agrees to allow a rest period of fifteen [15] minutes duration once in the first [1st] half [½] and once in the second [2nd] half [½] of each shift as designated by Management.

13:02 An employee scheduled for two [2] or more hours of overtime before or after his regular shift will be permitted a ten [10] minute rest period between the overtime period and his regular shift.

ARTICLE 14 - OVERTIME

14:01 Time and one half (1-1/2) shall be paid for all work performed over eight (8) hours in a day and on Saturday. Double time, plus holiday pay shall be paid for all work performed on holidays. Double time shall be paid for all work performed on Sunday.

14:02 The Company recognizes that overtime beyond eight [8] regular working hours in any day, on Sunday and on holidays is voluntary. Should it be necessary to schedule an overtime shift on Saturday, overtime will be allocated in accordance with Article 14:00. With regard to Saturday overtime the Company may schedule mandatory or voluntary shifts up to six [6] hours on each shift. If there are insufficient volunteers to fill such an overtime requirement, after canvassing plant wide amongst those employees capable of performing the work, the Company will have the right to assign people to work in inverse order of seniority [lowest seniority first], among the employees in the department/classification usually performing the work on the required shift. Forty-eight [48] hours notice will be given when a mandatory Saturday is required if possible, but no less than twenty-four [24] hours.

Saturdays and Sundays attached to a scheduled Friday or Monday holiday as outlined in the Collective Agreement will be on a voluntary basis.

Sunday and Holiday overtime will be six [6] hours except under emergency situations.

Hours of work for the six [6] hour shift mentioned above would be as follows:

Midnight Shift	1:00am to 7:00am
Day Shift	7:00am to 1:00pm
Afternoon Shift	1:00pm to 7:00pm

14:03 Equalization of Overtime

The Union recognizes that overtime work may be required from time to time. The Company shall equalize overtime among employees usually performing the work in accordance with the following:

- (a) Employees will be charged for overtime on the basis of hours worked.
Examples One [1] hour at time and half equals 1.5 hours charged
One [1] hour at double time equals 2.0 hours charged;
- (b) A list shall be posted on Thursday by 12:00pm of each week and copied to the Union, showing the accumulated overtime hours worked by each employee. This list will include the overtime hours accumulated up to and including Wednesday of the current week. All hours will be zeroed out on January 1st, of each year;
- (c) In the event of overtime scheduled for Monday through Friday the employee with the lowest accumulated overtime hours on a ongoing basis within the department/classification usually performing the work on that shift will be asked. If after scheduling overtime additional overtime arises prior to the original overtime being worked employees will still be asked on a the lowest overtime basis and this will be cause for rescheduling.

In the event of overtime scheduled for Saturday, Sunday or Holidays employees will be asked in order based on the lowest accumulated overtime hours using the list as described in article 14:03 (b) regardless of shift as at 12:00pm Thursday of each week.

If after scheduling overtime, additional overtime arises prior to the original overtime being worked employees will still be asked on the lowest overtime basis and this will not be cause for rescheduling.

Overtime will be requested by the order of days required to work in accordance with this Article i.e. If working both a Saturday and Sunday the Company will request Saturday first before requesting for Sunday overtime. Accumulated hours will include those hours asked for and agreed to but not yet worked.

- (d) The Company will make every reasonable effort to give twenty-four [24] hours notice of overtime. In the event an employee does not get twenty-four [24] hours notice for Saturday, Sunday or Holidays overtime and the employee accepts the work, they will be paid for Saturdays at double time and for Sundays they will be paid at double time and one half and for Holidays at double time and one half, plus the Holiday pay. Requesting by lowest overtime hours and the additional premium rate will not apply to emergency maintenance work. An emergency is a sudden, unexpected occurrence. Any extra premium under this subsection will not be included in accumulated hours.
- (e) Should an employee be absent because of lay-off, sickness, accident, compensable injury, leave of absence or vacation for more than four [4] weeks such employee will be charged for the average overtime in their department/classification upon their return;

- (f)** If overtime has been refused by all employees within the department/classification usually performing the work it shall be offered on:
1. Monday through Friday the person on the matrix who is qualified with the least accumulated hours on that shift providing they are not being scheduled to work in their home department/classification.
 2. Saturday, Sunday, or Holidays, to the person on the matrix who is qualified, with the least accumulated hours and providing they are not being scheduled to work in their home department/classification.
- (g)** If the event of an emergency or the requirement of a fully qualified employee, employees may be asked on the lowest overtime basis. In all such cases the Company will advise the union;
- (h)** An employee, who is reclassified from one [1] classification to another, shall be charged with the maximum amount of overtime hours recorded within the new classification/department.
- (i)** Employees temporarily transferred to another department will still be eligible to work overtime in their home department and will only be eligible to work overtime in the new department in accordance with (f) above.
- (j)** If the notice pursuant to Article 14:03 (b) is incorrect, an effected employee or union representative shall notify the Company as soon as the discrepancy is known but no later than midnight the Wednesday following the posting described in 14:03 (b) and in order to avoid compounding errors the Company will reply to the employee or the union within forty-eight [48] hours of being notified and if disagreement still exists the union reserves the right to grieve under Article 4.
- (k)** New Hires on the date that they will attain seniority will be listed on the overtime chart and charged with the highest amount of overtime hours recorded for all others within the same classification/department. Further, probationary employees are ineligible to work overtime unless their entire classification is scheduled for overtime and all seniority employees have declined the overtime assignment.
- (l)** In the event an employee agrees to work overtime and fails to arrive or leaves early, or reneges on his agreement to work overtime the employee shall be charged double the number of hours he/she failed to work, unless a reasonable excuse is given;
- (m)** Any employee not asked on the basis of lowest accumulated overtime hours, within their department/classification, or who is qualified on the matrix, in accordance with Article 14 will be paid the hours they would have been asked to work, including the premium under sub-section (d) if applicable.

- (n) Anyone who is scheduled for a full weeks vacation when overtime is required in their department/classification will not be asked for any overtime during that week.
- (o) Anyone who is absent for any reason on Thursday, it will be the employees responsibility to contact their supervisor no later than 1:00pm on Thursday to ask if they are eligible for overtime work on Saturday, Sunday or any Holiday.
- (p) The Company will use the confirmation sheets when asking for overtime and when canvassing by phone the supervisor will inform a committee person of the employee being called and committee person may be present. The supervisor will document date and time of call.
- (q) The Company will develop a matrix that will include all employees names, and jobs that they are qualified to perform in order to determine future training. Said training will be offered to all employees on a seniority basis in order that they may gain the necessary experience to work overtime in other departments/classifications that they are not currently qualified to perform. Employees that initially decline the opportunity to train will not be able to submit their name until such time that all-initial applicants have been trained. Operators may require the assistance of fully qualified employees for minor adjustments and troubleshooting for short periods of time on that shift within the plant.
- (r) A temporary transfer on overtime will only be allowed in situations as provided in 14:03 (q) and to fill a vacancy until a qualified replacement is called in and reports.
- (s) The parties agree to meet as required to deal with overtime equalization situations that come up which are not covered by this article. Additional language may be added to resolve said issues, but not to change the existing language.

Any and all additions may only be made between upper management and the Shop Committee.

ARTICLE 15 - WORK BY FOREMEN

15:01 Foremen and those not covered by the provisions of this Agreement shall not perform work normally done by the members of the bargaining unit except under the following circumstances:

1. In emergencies. An emergency shall be defined as when in the performance of overtime necessities, the Company has:
 - (i) Been refused by all employees in the classification that normally performs the overtime, and
 - (ii) Was refused by all other qualified employees out of a classification in which overtime is being performed in, or

2. When the performance of work is necessary to prevent injury or damage to equipment or personnel, or
3. In an emergency situation to prevent the loss of life or injury.
4. For the purpose of instruction or training employees on approved training program as per letter of understanding #17.
5. Experimental work i.e. Prototype\Product development a bargaining unit employee will be present when appropriate.
6. In the performance of necessary work when production difficulties are encountered on the job, the Foreman shall advise/assist the unit employee who is normally responsible for correction of the problem.

If any abuses of the above emergency provisions take place, the Plant Chairperson or designated Committee person has the right to contact top Management [Superintendent, Plant Manager, President] to correct the situation.

15:02 Adjustments of machine shall not be made during rest periods, lunch breaks, and shift changes by non-bargaining unit employees.

ARTICLE 16 - REPORTING ALLOWANCE

16:01 Employees who are scheduled and have not received reasonable notice not to report for work, and those who are notified to report for work and having reported are prevented from working through conditions under the Company's control, shall be paid for a minimum of four (4) hours at their prevailing rate.

As a condition of payment, the employee shall perform any available work which is requested of him by the Company during the four (4) hour period. Should the employee prefer not to perform the alternate duties, he may sign out and leave, thereby forfeiting any pay for hours other than those actually worked. Employees who sign out and leave under the above conditions will not be regarded as having been absent that day.

16:02 The expression "through conditions under the Company's control" as used in the preceding paragraph shall not be construed to include work stoppages in connection with labour disputes, acts of God, or power or water failure.

ARTICLE 17 - EMERGENCY CALL-IN

17:01 Employees shall be subject to emergency call in at all times. If an employee who has clocked out and gone home is recalled to perform work he shall receive a minimum of three (3) hours pay at the applicable overtime rates, and the employee will be allowed to go home when the emergency work has been completed. When called, the employee will be advised of the emergency work to be done.

In the event of an emergency call-in, the employee with the lowest overtime hours within the department usually performing the work shall be asked.

Call-ins and call-backs will be by the lowest overtime hours on the shift.

Call-ins on Saturdays, Sundays or holidays will be by the low overtime hours in the department.

17:02 An employee called prior to his regular starting time, may work eight (8) hours at his regular rate and

leave, or work up to the end of his regular shift and receive overtime pay for the time worked in excess of eight (8) hours.

ARTICLE 18 - INJURY ALLOWANCE

18:01 An injured/work related ill employee will be paid for the remainder of the shift on the actual day of the injury, upon furnishing medical evidence if a result of the injury the employee is unable to complete his/her shift. If the employee requires outside medical attention, he/she shall have their choice of doctor.

The Company will make available transportation for such employee by ambulance, **taxi, or employees own vehicle. If the injury warrants, the first aid attendant will accompany the employee.**

If the employee or first aid attendant use their own vehicle for this purpose they will be paid twenty-six cents [.26¢] per kilometer.

ARTICLE 19 - VACATION WITH PAY PLAN

19:01 The date for determining vacation qualifications will be January 1st of each year. Each employee will be entitled to a vacation with pay in accordance with the following schedule:

- 19:02
- (a) An employee whose starting date was between January 1 and June 30 of the previous year shall receive one (1) week vacation and four percent (4%) of his gross wages for the previous qualifying calendar year. An employee who started between July 1 and December 31 shall receive one-half (1/2) day vacation for each month or part month of seniority and four percent (4%) of his gross wages for the previous qualifying calendar year, in which event he will receive four percent (4%) of his gross wages for the previous qualifying calendar year.
 - (b) An employee with one (1) year of seniority shall receive two (2) weeks vacation and four percent (4%) of his gross wage for the previous qualifying calendar year or two (2) weeks pay, whichever is greater, unless the employee has less than eight hundred (800) compensated hours in the previous qualifying calendar year, in which event he will receive four percent (4%) of his gross wage.
 - (c) An employee with five (5) years seniority shall receive three (3) weeks vacation and six percent (6%) of his gross wage for the previous qualifying calendar year, or three

(3) weeks pay, whichever is greater, unless the employee has less than eight hundred (800) compensated hours in the previous qualifying calendar year, in which event he will receive six percent (6%) of his gross wages.

- (d)** An employee with eight (8) years of seniority shall receive three and one-half (3-1/2) weeks vacation and seven percent (7%) of his gross wage for the previous qualifying calendar year, or three and one-half (3-1/2) weeks pay, whichever is greater, unless the employee has less than eight hundred (800) compensated hours in the previous qualifying calendar year, in which event he will receive seven percent (7%) of his gross wages.
- (e)** An employee with fifteen (15) years of seniority shall receive four and one-half (4-1/2) weeks vacation and nine percent (9%) of his gross wage for the previous qualifying calendar year, or four and one-half (4-1/2) weeks pay, whichever is greater, unless the employee has less than eight hundred (800) compensated hours in the previous qualifying calendar year, in which event he will receive nine percent (9%) of his gross wages.
- (f)** An employee with twenty (20) years seniority shall receive five (5) weeks vacation and ten percent (10%) of his gross wage for the previous qualifying calendar year, or five (5) weeks pay, whichever is greater, unless the employee has less than eight hundred (800) compensated hours in the previous qualifying calendar year, in which event he will receive ten percent (10%) of his gross wages.
- (g)** An employee with twenty-five (25) years of seniority shall receive five and one-half (5-1/2) weeks vacation and eleven percent (11%) of his gross wage for the previous qualifying calendar year, or five and one-half (5-1/2) weeks pay, whichever is greater, unless the employee has less than eight hundred (800) compensated hours in the previous qualifying calendar year, in which event he will receive eleven percent (11%) of his gross wages.

However, in order to be eligible for vacation pay under 19:02 (a,b,c,d,e,f,g), an employee must have worked in the preceding calendar year.

19:03 The vacation will be taken within the current calendar year and the vacation pay based on gross earnings from previous calendar year, as entitled per 19:01 and 19:02.

19:04 Employees shall be paid their vacation pay immediately prior to taking of vacation, assuming they give sufficient notice of their desire to draw pay. Any vacation not scheduled by November 15th will be paid out the last pay period in November.

19:05 The Superintendent or the Foremen will canvass all employees prior to April fifteenth (15th) of each year to determine the employee's desired vacation dates.

The highest seniority shall have preference when dates conflict. If the preferred dates are acceptable to the Plant Management, they will be granted, otherwise the employee, or employees, will be asked to select alternative dates. Employees not requesting specific dates by April 15th,

must then take vacations so as not to conflict with those already scheduled, and two (2) weeks advance notice must be given unless otherwise approved by Management. The Company reserves the right to stagger vacations so as to maintain a reasonable work force in active departments.

- 19:06 The Company reserves the right to close part, or all of the plant for a vacation period. The employees shall be advised at least two (2) months ahead, in any event no later than April 15th of each year, of such shutdown so that vacation arrangements can be made.
- 19:07 An employee whose employment is terminated before he has taken his vacation shall receive vacation pay on a pro-rated basis on the above vacation pay rates.
- 19:08 If a paid holiday occurs within the employee's vacation period, he shall be allowed an extra day off with pay at the end of his vacation.
- 19:09 This Vacation With Pay Plan is subject to the provisions of "The Employment Standards Act" (Ontario) whenever such provisions provide greater benefits than this plan.
- 19:10 An employee will be allowed to change his vacation dates if he is on lay-off when his vacation period arrives provided this can be accomplished before October 31st of the current year, without adversely affecting production. Should this not be possible, the employee shall be paid his vacation pay in lieu of actually receiving vacation days. Any other vacation cancellation must be for a valid reason.
- 19:11 Employees having not qualified (less that eight hundred (800) compensated hours in previous year) will only be required to take off the amount of days equivalent to the days payable.

ARTICLE 20 - HOLIDAY PAY PLAN

1999/2000

For Christmas Eve.....	Friday, December 24
For Christmas Day.....	Monday, December 27
For Boxing Day.....	Tuesday, December 28
.....	Wednesday, December 29
.....	Thursday, December 30
.....	Friday, December 31
.....	Monday, January 3/00
Good Friday.....	Friday, April, 21
Victoria Day.....	Monday, May 22\00
Dominion Day.....	Saturday***, July 1\00
Civic Holiday.....	Monday, August 7\00
Labour Day.....	Monday, September 4\00
Thanksgiving.....	Monday, October 9\00
Remembrance Day.....	Saturday***, November 11\00

Total # of days 14

2000/2001

For Christmas Day.....Monday,
 December 25
 For Boxing Day.....Tuesday,
 December 26
Wednesday,
 December 27
Thursday,
 December 28
Friday,
 December 29
 New Year's Day.....Monday,
 January 1
Tuesday,
 January 2\01
 Good Friday.....Friday,
 April 13
 Victoria Day.....Monday, May
 21\01
 Dominion Day.....Sunday***, July
 1\01
 Civic Holiday.....Monday, August
 6\01
 Labour Day.....Monday,
 September 3\01
 Thanksgiving.....Monday,
 October 8\01
 Remembrance Day.....Sunday***, November
 11\01

Total # of days 14

2001/2002

.....Monday,
 December 24
 For Christmas Day.....Tuesday,
 December 25
Wednesday,
 December 26
Thursday,
 December 27
Friday,

December 28	Monday,
December 31	
New Year's Day	Tuesday,
January 1\02	
Good Friday	Friday,
March 29	
Victoria Day	Monday, May
20\02	
Dominion Day	Monday, July
1\02	
Civic Holiday	Monday, August
5\02	
Labour Day	Monday,
September 2\02	
Thanksgiving	Monday, October
14\02	
Remembrance Day	Monday, November
11\02	

Total # of days 14

An employee shall be paid at his straight time rate for eight (8) hours for observance of the above noted days. If any of the above holidays fall on a Saturday or Sunday, the employees are entitled to a holiday with pay on the working day immediately preceding or following the holiday.

An employee to be eligible for the holiday pay must meet all of the following eligibility requirements as listed below:

- (a) The employee has seniority as of the date of the holiday.
- (b) The employee must have worked the next scheduled working day after, and a minimum of four (4) hours on the last scheduled working day prior to such holiday. An employee excused by Management from work on the last scheduled working day prior to or on the next scheduled working day after such holiday within the scheduled work week shall be deemed to have met the requirements of this paragraph (b).
- (c) Two (2) "Personal Paid Holidays (PPH)" per contract year will be granted by the Company, provided the employee has more than or equal to eight hundred (800) compensated hours in the previous qualifying contract year, and in order to be eligible for the PPH days, an employee must have worked in the preceding contract year. Employees are required to give one (1) week's notice for each PPH day. There shall be no carryover of a PPH day. An employee will be paid for any PPH day not used at year end. The Company reserves the right to stagger PPH days to maintain a reasonable work force in active departments.

- 20:02 If a seniority employee is absent from work on his last scheduled working day prior to such holiday or on his first scheduled working day after such holiday by reason of sickness or accident commencing within ten (10) calendar days of the holiday, such employee upon furnishing a medical certificate confirming such sickness or accident shall be deemed to have met the foregoing requirements.
- 20:03 If a seniority employee is absent from work on his last scheduled working day prior to such holiday by reason of lay-off commencing within ten (10) calendar days of such holiday (except that this number shall be increased to twenty (20) for holidays falling between December 24th and January 1st) said employee shall be entitled to holiday pay for such holiday.
If an employee qualifies for the December 24th holiday, he will be paid for the balance of the Christmas Holidays.
- 20:04 Employees who are requested to work on such holidays shall be paid double time their regular hourly rate for all hours worked plus holiday pay.
- 20:05 When a specified holiday falls within an eligible employee's approved vacation period or during a period in which he receives bereavement or jury duty pay under this Agreement, he shall be paid for such holiday.

ARTICLE 21 - CLASSIFICATION AND WAGES

- 21:01 The wage and classification structure shall be as set forth in Appendix "A" and each employee shall be paid accordingly.
- 21:02 Effective December 11, 1999 all employees shall be paid in accordance to the wage schedule shown in Appendix "A".
- This will include a seventy-one cent (\$.71) C.O.L.A. folded in, to the base rate for those classifications as shown in Appendix "A". Appendix "A" also includes an increase of seventy-five (\$.75) per hour for all classifications. Plus an additional one dollar (\$1.00) per hour increase for Machinist/Millwright Special Increase. Also a Classification/Level Blended Adjustment.
- 21:03 Effective December 11, 2000 all employees shall be paid in accordance to the wage schedule shown in Appendix "A". This will include an increase of seventy-five cents (\$.75) per hour.
- 21:04 Effective December 11, 2001 all employees shall be paid in accordance to the wage schedule shown in Appendix "A". This will include an increase of seventy-five cents (\$.75) per hour.

ARTICLE 22 - C.O.L.A.

- 22:01 The COLA payments in effect prior to December 11, 1999 shall be folded into the base wage.
- Effective December 11, 1999 and thereafter during the term of this agreement, each employee shall receive a cost-of-living allowance [COLA] as set forth in this section.
- 22:02 The amount of cost-of-living adjustment shall be determined in accordance with changes in the

Consumer Price Index of the base 1986=100, hereafter referred to as the "CPI". The COLA adjustment shall be one cent [.1¢] for each 0.085 change upwards or downwards in the CPI, but in no event will a decrease in the CPI affect the base wage or COLA float nor will the COLA adjustment for any period be less than zero.

22:03 The first COLA his shall be computed by comparing the three [3] month averages of the 1986 CPI for the May, June, July 1999 period against the August, September, October 1999 period. The next COLA adjustment will compare the August - October 1999 average with the subsequent three [3] month average. The COLA adjustments will be quarterly according to the following schedule:

Adjustment Dates on the first pay three-month Period on or after: period:	Comparison with the Average for the following
March 11, 2000	November, 1999 - January, 2000
June 11, 2000	February, 2000 - April, 2000
September 11, 2000	May - July, 2000
December 11, 2000	August - October, 2000
March 11, 2001	November, 2000 - January, 2001
June, 11, 2001	February - April, 2001
September 11, 2001	May - July, 2001
December 11, 2001	August - October, 2001
March 11, 2002	November, 2001 - January, 2002
June 11, 2002	February - April, 2002
September 11, 2002	May - July, 2002

22:04 COLA will apply to all compensated hours including vacation pay, holiday pay, call-in pay, reporting pay, bereavement, sickness and accident, and jury duty.

22:05 In no event shall the total cents per hour COLA calculated and paid in December, 1999, March 11, 2000, June 11, 2000, September 11, 2000 exceed forty-five cents [.45¢]
In no event shall the total cents per hour COLA calculated and paid in December, 2000, March 11, 2001, June 11, 2001, September 11, 2001 exceed forty-five cents [.45¢] plus any allowance being paid in November, 2000.

In no event shall the total cents per hour COLA calculated and paid in December, 2001, March 11, 2002, June 11, 2002, September 11, 2002 exceed forty-five cents [.45¢] plus any allowance being paid in November, 2001.

22:06 Effective December 11, 1999 a seventy-one cents [.71¢] COLA will be folded in to the base rate for those classifications as set forth in Appendix "A".

22:07 It is intended that such COLA payments as specified in Article 22:05 be permanent, or folded into the base wage rate in the following contract.

ARTICLE 23 - HEALTH AND WELFARE PLAN

23:01 The Company as its sole expense will grant the following plans to all their seniority employees and to their eligible dependants:

- (a) Ontario Health Insurance Commission Plan including semi-private room accommodations.
- (b)
 - (i) CAW Extended Health Services Plan. Services of a Graduate Registered Nurse is limited to ten thousand dollars [\$10,000.00] maximum. Accidental Dental Coverage, Accommodation in Emergency, Ambulance Transportation [\$100.00 per trip], blood and blood products, Private Room in hospital, up to a maximum of \$1,000.00 Paramedical Services, Prosthetic appliances, durable medical equipment and Gluecometor and Lancets.
 - (ii) Prescription Services Inc., Green Shield Drug Plan equivalent to No. 3 with the exception of over-the-counter drugs that are not covered, in which is understood that this plan will be based on generic drug preferred [product selection] basis, with a \$2.00 co-pay. Mail order services for drugs will be available on a voluntary basis and the Company will waive the \$2.00 co-pay for using these services.
 - (iii) Vision Plan will be covered at \$200.00 every twenty-four [24] months.
- (c) The Company will provide Group Life Insurance coverage to all employees at the rate of one [1] times annualized pay.
This pay will be determined by multiplying your base hourly wage as it exist on January 1 of each year times 2080 hours. This amount will be rounded to the nearest \$1,000.00 and will be redetermined on January 1 of each year.

The benefit will be the same for the entire year.
- (d) Sickness & Accident benefits will be paid according to the Self Insured Sickness and Accident Benefit Plan, to be administered by Westbury which has been agreed to by the parties and which forms part of the collective agreement.
- (e) A Dental Care Plan equal to or exceeding Green Shield Basic Prevention Plan 14. Included Orthodontic benefit [children only] at 50% to a maximum of \$1,000.00 lifetime.
- (f) In the event of lay-off; or leave of absence, all of the above insurances shall be continued in force for one [1] month following the last day of the month in which such interruptions of employment occurs.
- (g) The Company agrees all of the above insurances shall be continued in force for up to thirty [30] weeks for employees on sickness or accident leave.
- (h) Doctor's notes may be required by the Company from employees for any absence

due to illness in excess of two [2] days in any calendar month.

- (i) The Company agrees to continue all benefits for all Workers Compensation cases for a maximum of eighteen [18] months.
- (j) Chiropractor Plan will be covered at \$400.00 every twelve [12] months.
- (k) Audio Plan will be covered at \$450.00 every thirty-six [36] months.
- (l) Long Term Care Plan will be covered to a maximum of \$10,000.00 every twelve [12] months.
- (m) Out of Province will cover \$1,000,000.00 every twelve [12] months for Emergency Services and \$50,000.00 every twelve [12] months for referral services [if not entirely covered by your Provincial Government Plan.]
- (n) Long Term Disability Plan will cover two [2] years own occupation, and after two [2] years any occupation up to age sixty-five [65] with a two hundred ten [210] day waiting period. A benefit of 50% of your current wage to a maximum of \$2,000.00 per month with full CPP offsets. The Insurance Carrier is the Administer of the plan.

The Company will assign a representative from the Kingsville Plant to work with the Union on LTD issues, should they arise.

- (o) Future Retirees Prescription Plan to be co-ordinated with Government Plan up to a maximum of five [5] years.
Benefits will then cease for employees and their eligible dependants.
- (p) Upon the death of an employee, the spouse and children currently covered under the health benefits shall be covered one [1] additional year from the date and the employees death.
- (q) The Company agrees to provide summary benefit booklets to all employees.
- (r) Common-law coverage after cohabitation after one [1] year. Employee must substantiate to obtain coverage.

The above services listed are meant as a guide only, please refer to the Green Shield pamphlet for more detailed information and any exclusions.

23:02 If Management and Union mutually agree, the Company can switch benefit carriers or self-insure and/or self administer any benefit in this section 24 [except life insurance and AD&D], with the expressed understanding that such action will, by itself, cause no reduction or interruption of such benefits, or improvement in the overall benefits.

ARTICLE 24 - TRANSFER TO SUPERVISORY POSITION

24:01 If an employee covered by the Agreement is or has been transferred to a position which is not subject to the provisions of this Agreement, the employee shall retain his seniority he had attained prior to the transfer for up to one [1] month but shall not continue to accumulate or retain seniority after one [1] month in such position.

This clause may only be used once by an employee.

ARTICLE 25 - TEMPORARY TRANSFERS

25:01 (a) A temporary transfer may be used to replace employees absent for up to twenty [20] consecutive regular working days for the employee or the department. Absences beyond twenty [20] consecutive regular working days will be filled in accordance with Article 26.

(b) A temporary transfer may be used when additional employees are required for up to twenty [20] regular working days for the employee or the department in a calendar year. Transfers beyond twenty [20] regular work days will be filled in accordance with Article 26.

25:02 Due to a shortage of work, the lowest seniority employee in the classification may be transferred as per Article 8:05.

25:03 When the Company transfers an employee pursuant to this article, the employee shall be paid the higher of his/her regular rate or the rate of the job to which he/she is temporarily transferred.

Temporary transfers will be filed by assignment of an employee, in seniority order, who has the skill and ability to perform the job in question and is available from the selected department. An employee may refuse a temporary assignment if there is another employee with less seniority who has the skill and ability and is available to perform the job in question. The Union will receive a memo of all temporary transferred employees prior **to transfer**.

25:04 The time limitations of this article may be extended by mutual consent of both parties.

25:05 A temporary transfer is not meant to function in the capacity of a spare.

25:06 No one employee may be transferred under Article 25:01 (b) and/or 25:02 for more than a total of twenty [20] working days per calendar year.

ARTICLE 26 - JOB POSTING

26:01 (a) If a seniority employee applies for the posted job, he will start his new duties within ten (10) working days provided, in the case of key employees, a suitable replacement can be found to fill his vacancy within the period of time. But in any

case not longer than four (4) weeks.

- (b)** In the event new jobs are created or vacancies whether temporary (in excess of the temporary transfer period) or permanent occur, the Company will post such new jobs or vacancies whether temporary or permanent for a period of three (3) working days before new employees are hired in order to allow employees with seniority to apply. Such posting shall contain date and hour of posting. In addition, each posting will include the job description of the job being posted. A copy of the job posting will be given to the Union Plant Committee Chairperson when the job posting is put on the bulletin board. Union Committeepersons may apply for employees who are absent during the posted period.
The Union will receive a copy of all applicants with starting level and rate of pay.

26:02 If no applications are received following the posting time, the Company may accept applications from outside labour sources. If job has not been filled from outside source in six (6) weeks and vacancy still exists, job is to be posted and procedure of Articles 26.01 and 26.02 will be repeated.

26:03 In the event two or more employees apply, the senior applicant who has the necessary skill and ability to perform the job will be awarded the job.

26:04 It is agreed that successful applicants to a job posting will not be permitted to re-apply for a permanent posted vacancy for a period of twelve [12] months, unless the job is of a higher monetary value.

The Company and the Union agree that extenuating or unusual circumstances may occur where this time period may be mutually agreed upon to be waived. A successful applicant is an employee who is granted and accepts the job.

26:05 Employees with greater seniority than the successful applicant and who are unsuccessful in bidding for the vacant job shall be advised of the reasons for their failure to qualify.

26:06 A designated area of the Company bulletin board shall be used for the exclusive purpose of posting job vacancies or new jobs.

26:07 All vacancies arising out of the original posting will be filled by the job posting procedure. Vacancies occurring during any period of posting may be filled temporarily by Management at its own discretion for up to a four (4) week period.

26:08 Any employee transferred under the provisions of this Article may, if he so desires, return to his former job within five (5) working days from the time of beginning the trial period of starting the job, or within five (5) working days, the Company disqualifies him because he is unable to perform the job requirements to their satisfaction. In unusual situations, this period may be extended by mutual agreement. After the five (5) day period, the successful applicant will receive the rate of pay in accordance with the job posted.

26:09 During the five [5] day trail period, the employee will receive proper orientation and instruction and need only demonstrate during the five [5] days that they will be able to perform all aspects of the

job within a reasonable time. The employee will receive the rate of pay of the job posted to/or their own rate of pay whichever is greater.

For openings in any trades classification the basic qualifications must be met before the trial period is instituted.

All postings will be at entry level other than trades.

- 26:10 If an employee who takes a job posting can, in the opinion of his Foreman, perform the same work as the person he is replacing, he will receive the former employee's rate of pay or the rate he is capable of performing the job by previous experience.
- 26:11 Job posting will not be required when progressing in your department.
- 26:12 Experience gained as a result of the temporary transfer or as being a spare will not be considered as qualification on a job posting.
- 26:13 If at any time after three (3) days of the five (5) day trial period it is determined the applicant can adequately perform the duties of the posted position the supervisor will notify both the applicant and the Union Committeeperson at which time the applicant will render a decision whether to return to the former position or accept the new position.

There will be no trial periods for the General Attendant classification.

ARTICLE 27 - LEAVE OF ABSENCE

- 27:01 (a) The Company shall grant a leave of absence in writing, to an employee, without pay for illness or accident. This leave shall be granted upon receipt of medical evidence to verify the illness or accident. Any person who is absent, with written permission shall not be considered to be laid off, and his seniority shall continue to accumulate during such period.

(Note: the form used when applying for insurance benefits shall suffice as medical evidence in verifying the illness or accident.)

- (b) An employee will be granted a leave of absence, to accumulate up to not more than twenty-one (21) working days per calendar, for vacation, family reasons or legitimate personal reasons, and his seniority shall continue to accumulate during such period. This leave will not be granted if it interferes with scheduled vacation, cause a departmental shutdown, or interferes with production requirements. If granted, this leave of absence will not have any bearing on the vacation entitlement of the employee.

(c) **Parental, Maternity & Adoption Leave:**

The Company will grant maternity, parental and adoption leaves in accordance with the Employment Standards Act. Seniority shall continue to accumulate during such leave and the Company will continue to provide all Health & Welfare Benefits

including S & A benefits till the date of birth. In no case will such leave of absence be less than that allowed under the legislation in effect on the date of ratification of this agreement.

(d) The Company will grant leave of absence without pay, not to accumulate more than four (4) weeks in one (1) year for not more than three (3) employees of which not more than two (2) can come from the same department, to serve as delegates of the Local or National Union or for representing a position of Local 1769. These caps do not apply to Article 3.08. Seniority shall continue to accumulate during their absence. Notice of such request must be made at least two (2) weeks in advance of such absence.

(e) Union employees elected or appointed to an office in the CAW National or Local Union will be granted leave of absence without pay or Company benefits other than pension and continuing seniority and will retain their seniority after termination of their tenure of office provided they report for work within thirty (30) days after said termination.

Notice of such request must be made at least three (3) weeks in advance whenever possible.

(f) Employees who are on leave must notify the Company of their intent to return to work at least one (1) full working day preceding their return.

(g) An employee with at least two (2) years seniority shall be granted a leave of absence without benefits for the purpose of going to school. Such leave shall be granted no more than once during the life of the contract, and no seniority shall accumulate during this leave of absence.

ARTICLE 28 - STRIKES AND LOCKOUTS

28:01 The union agrees it will not counsel or authorize any strike, picketing, slow-down or stoppage of work during the lifetime of this Agreement.

28:02 The Company agrees it will not cause or sanction a lock-out during the lifetime of this Agreement.

ARTICLE 29 - HEALTH AND SAFETY

29:01 The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment.

29:02 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Company at no cost to the employees. Such equipment shall include prescription safety glasses where required. Lost prescription glasses will be replaced at employee's expense. Company will replace glass lenses with changed prescription. Glasses

broken in work related incidents will be replaced by the Company. The Company reserves the right to fix price range and stipulate the source of these glasses. All glasses and frames must conform to CSA standards and have permanently fixed side shields.

29:03 The Company reserves the right to stipulate the terms and conditions under which protective devices are issued and used by the employees. The Company will confer with the Safety Committee regarding protective devices and will inform them of the action to be taken.

29:04 The parties agree to set up a Safety Committee; one (1) member to be appointed by the Company and one (1) member to be appointed or elected by the Union.

Both the Union and Management will have an alternate to serve on the Committee.

29:05 The Company agrees to abide by the laws of the Province of Ontario relating to industrial establishments.

29:06 After an employee has reached seniority status, the Company will contribute one hundred dollars (\$100.00) in each year of this contract, towards the purchase of safety shoes. Proof of such purchase must be furnished upon request.

29:07 Safety Representatives will be provided with training necessary to carry out the duties of office in an efficient manner. Representatives shall be paid at their regular rate of pay when training takes place during normal working hours. Such training should be mutually agreed upon by the parties.

The Company and the Union recognize the necessity to train all employees in safe and healthy work practices. Qualified individuals on the Joint Health and Safety Committee shall be permitted to conduct mutually agreed upon training to all employees in every year of this agreement. New employees may require such additional training as the Joint Health and Safety Committee deems necessary. The Union Health and Safety Representative will be present during all training, and endeavour to provide such training.

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper safety training and instructions.

29:08 In addition to duties under the Health and Safety Legislation, the employee representatives will be allowed to leave their regular duties as required without loss of pay, for the purposes of the following:

- (1) To inspect the facility on a regular basis (once per month) to identify health and safety concerns and make recommendations for improvements.
To inspect newly installed equipment prior to start up for safety concerns and such other matters that fall under the general heading of Health and Safety.
- (2) To accompany the department of labour representative when an inspection visit is made.
- (3) Employee representative shall participate in all investigation of accidents, illness and incidents to determine causes and propose methods of reducing the number of

accidents, illness and incidents.

To receive, investigate and dispose of complaints in a timely manner and prepare necessary reports. Employee representatives shall attend scheduled monthly meeting, or emergency meetings when necessary, called either by the Company or the Union and make recommendations for improvements. Minutes of these meetings will be taken and distributed to both parties.

- (4) The Plant Chairperson shall attend these meetings. The Plant Chairperson will accompany the Department of Labour Representative when an accident investigation is required and will also be present during a WCB Representative investigation of an employees WCB claim.
- (5) Time required by the employee Health and Safety Representative for health and safety matters will not be unreasonably withheld.
- (6) Workers shall have the right to refuse any job which they feel is unsafe to themselves or any other person without fear of penalty or discrimination. Upon refusing the job the worker will be provided with alternate work with complete rate retention until the unsafe condition is resolved to the JHSC's satisfaction.
- (7) Training required to become a certified Health and Safety representative will be provided for one (1) member from the Union and one (1) member from the Company

on the Joint Health and Safety Committee, said training to be delivered by a mutually agreed to agency.
- (8) All employees rights and employer responsibilities under the current Occupational Health and Safety Act Regulations are preserved as minimum standards in this agreement.

ARTICLE 30 - UNION BULLETIN BOARDS

30:01 The Company will supply three bulletin boards for the convenience of the Union in posting notices of Union meetings, elections, recreational and social affairs, union appointments, results of elections and union activities. All such notices must be approved by the proper official of the unit.

ARTICLE 31 - BEREAVEMENT LEAVE

31:01 When a death occurs in the immediate family of a seniority employee and employee attends the funeral, such employee shall be granted three [3] consecutive full regular working days off with pay at their current rate, except in the case of an employees spouse or child this will be increased to five [5] consecutive days off with pay at their current rate. For the purpose of this clause Saturday will be considered a regular work day at straight time.

"Immediate Family" shall be deemed to mean: employees father, mother, husband, wife, child, grandchild, brother, sister, grandparents, brother-in-law, sister-in-law, spouse's father, mother, grandparents, common-law husband, or wife, son-in-law, daughter-in-law, step related relatives as listed, and applicable relations to current spouse of record.

It is understood and agreed that the past practice of granting an excused absence without pay for a part day in bereavement situations shall continue. The part day excused absence will only apply on the day of notification of death.

31:02 Proof of attendance at funeral shall be provided by employee if required by the Company.

31:03 Employees with seniority who are unable to attend the funeral of a deceased family member shall be entitled to one [1] day off with pay within three [3] days of the death of a family member, provided that satisfactory proof of death can be supplied to the Company upon their request.

31:04 If a death occurs while an employee is on vacation, he/she shall be allowed his/her days off with pay at the end of his/her vacation or will be allowed to reschedule his/her remaining vacation.

ARTICLE 32 - JURY DUTY ALLOWANCE

32:01 A seniority employee who is summoned for jury duty, including a coroner's jury, or who is subpoenaed to testify as a witness for the Crown or the accused or as witness in a civil suit, shall be paid the difference between the pay he receives for such duty or testimony (exclusive of travel allowance or reimbursement for expenses), and the pay he would have received to a maximum of eight (8) hours at his regular rate of pay, for any time lost. Employees who are not required to remain in court for a full day shall report for work within a reasonable time after being excused from court.

Employees required to serve on jury duty while on vacation will be able to reschedule their vacation.

ARTICLE 33 - GENDER

33:01 Whenever in this Agreement the Masculine gender is used, it would also include the feminine.

ARTICLE 34 - NO DISCRIMINATION

34:01 The Company and the Union mutually agree that they will not discriminate against any employee because of race, colour, age, sex, religion, creed, national origin, ancestry, previous criminal record, political affiliation, any disability, sexual orientation, marital status, dependents of the employee, or status or membership in the Union.

It is agreed that the Ontario Human Rights Code 1981 shall apply to the terms, administration and operation of the Collective Agreement.

ARTICLE 35 - NEW EMPLOYEE RATES

35:01 Starting rate for new employees, except machinists and millwrights shall be One dollar and fifty cents (\$1.50) less than the base rate for the classification in which he is hired. Each one hundred and twenty (120) hours thereafter, he shall receive fifty (.50) cents per hour increase until reaching the level for which he has been hired.

ARTICLE 36 - PAY DAY

36:01 (a) The Company will pay employees weekly as follows:

Day Shift	Thursday 2:00pm approx.
Afternoon Shift	Thursday 5:00pm approx.
Midnight Shift	Thursday 1:00am approx.

Midnight Shift employees will be permitted to pick up their pay cheques Thursday between 2:00pm and 3:00pm if they require them.

(b) When a paid holiday falls on Friday, the Company will pay employees as follows:

Day Shift	Thursday 2:00pm approx
Afternoon Shift	Wednesday 5:00pm approx.
Midnight Shift	Wednesday 1:00am approx.

Midnight Shift employees will be permitted to pick up their pay cheques Wednesday between 2:00pm and 3:00pm if they require them.

(c) Within three [3] months of ratification, not to exceed six [6] months, the Company will implement direct deposit. All employees must participate and deposit will be made by 12:01am Thursday of each week.

To enable the Company to implement direct deposit, the pay period will change from Sunday through Saturday to Saturday through Friday.

After implementation of direct deposit section (a) and (b) will not apply for purposes of this article.

(d) Pay shortages of twenty dollars [\$20.00] or more, which are the fault of the Company shall be paid by separate cheque the day following the regular payday. All other discrepancies will be corrected on the following pay.

ARTICLE 37 - SCHEDULES

37:01 Any schedules attached hereto shall form part of this Agreement. All letters of Understanding and Intent, attached hereto, shall form part of this Agreement including job description in Appendix "D" under separate cover.

ARTICLE 38 - TRANSFER OF OPERATIONS

38:01 In the event the Company moves the location of its plant in Kingsville, including equipment and machinery, and which move results in the lay-off of its employees shall have the right to move to the new location and retain the seniority each had acquired at the time of such move or transfer to the new plant location.

38:02 In the event Peterson Kingsville Plant moves to a new location outside of Kingsville and the majority of the employees exercise their right to move under Section 38.01, the Company will recognize the CAW and bargaining with it regarding a new Agreement.

38:03 In the event the Company changes its name, the terms and conditions of this Agreement between the Company and Local 1769, CAW shall remain in full force and effect.

38:04 If the Company ceases operations in Kingsville, Ontario and begins a spring manufacturing or an operation pertaining to springs within the Province of Ontario, Canada, and the majority of employees exercise their right to move, the Company will recognize the CAW as the new bargaining agent for all employees at the facility as described in Article 1.01 of this Agreement. All employees covered under the Collective Agreement in Kingsville may transfer to the new facility and retain their seniority accumulated to date of closure.

38:05 The Company agrees that in the event the Company, on its existing premises, changes the name of the Company, the recognition and terms of the Agreement will be maintained.

38:06 Machinery which management considers surplus can be moved in or out of the plant without being subject to provisions of this Article 38.

38:07 Partial or Total Closure

If there is a discontinuance of all or part of Peterson Spring - Kingsville Plant operation, an elimination of a job classification or department whether temporary or permanent, the Company shall notify in writing indicating the reason for the action and shall meet with the Union Plant Committee to inform them of the circumstances in detail and to discuss any feasible solution and review any possible alternatives including all aspects facing the effected employees. The Company will endeavour to provide as much advance notice as possible.

38:08 Contracting Out

The Company will continue to utilize the current work force on work normally and historically performed by them and will maintain maximum employment opportunities for its employees within the plant, consistent with the needs of the Company.

ARTICLE 39 - FIRST AID

39:01 A First Aid Attendant shall be in attendance on each shift to render first aid when required

provided that there is available on each shift an employee who has completed St John's Ambulance course and is willing to act as such and First Aid Attendants will be assigned and rotated as evenly as possible. The Company will ensure that there is a qualified First Aid Attendant on the premises on each shift.

The Company will pay the assigned attendant five cents (\$.05) per hour in addition to his pay for his shift.

39:02 To encourage employees to become qualified First Aid Attendants, the Company will pay an employee fifty dollars [\$50.00] upon completion of the St. John's Ambulance First Aid course. The Company reserves the right to limit the number of employees who may take advantage of this clause. The Company will pay the registration cost of the course also.

Bargaining Unit First Aid Attendants will be mutually agreed on between the parties.

39:03 First Aid attendants shall also receive training in C.P.R. application, the attendants shall receive their training from St. Johns Ambulance and shall be paid for by the Company, (this will be implemented along with next First Aid Attendant renewal).

ARTICLE 40 - PRODUCTION STANDARDS

40:01 The right of the Company to establish and to maintain standards of production is fully recognized. The Company shall establish reasonable production standards on a basis of fairness and equity, consistent with quality workmanship, efficiency of operations, and the reasonable working capacity of normal operators.

The Company will give proper consideration to the conditions under which standards of production are established and a change of quality, methods, equipment, tooling or material, which results in a substantial change of the job content and/or rate of production will be reason for the Company to change standards of production.

Such changes shall be confined to the elements of work or methods which have been changed.

The Engineering Department shall establish production standards, basing them on part experience on the same or similar jobs or operations, or by time and motion studies.

The Union may question and process a grievance on production standards, following the regular procedure.

The Union, in the case of a dispute, shall have the right to bring in representative from the CAW Engineering Department. An Arbitrator dealing with a production standards grievance shall be a qualified Production Professional Engineer.

The Union Plant Committee shall be informed, in writing, the reason for, methods used and all particulars of any change made in production standards at the time such change becomes effective.

ARTICLE 41 - NEW JOBS

41:01 Within five (5) days following the establishment of a new job classification, the Company will discuss and submit to the Union Plant Committee an occupational summary of the job classification and the rate of pay assigned to the new job.

41:02 If the Union Plant Committee disagree with the job classification or rate of pay, they may refer the matter to arbitration commencing at Step No. 3 as set out in Article 4 of the Grievance procedure.

ARTICLE 42 - TOOLS AND GAUGES

42:01 The Company will provide all future employees requiring calipers and or micrometers with such. It will be the employees responsibility to properly care for them. The Company will repair or replace when worn due to normal wear or accidental breakage not resulting from negligence.

42:02 If additional tools are deemed necessary by the Company in order for an employee to properly perform his job, the Company will furnish such tools, but the tools must be returned to the Company upon completion of the job.

42:03 The Company will replace or repair Skilled Trades employees tools with same or comparable quality when broken or worn through normal usage on the job, provided wear or breakage does not result from negligence.

42:04 The Company will replace required tools [per prior list supplied by any employee and approved by the Company] if the plant is broken into and these tools are stolen as well as worn or broken under normal use.

ARTICLE 43 - CONDUCT RECORD

43:01 The Company will use the conduct record of an employee for disciplinary action for a period of not more than twelve (12) months prior to the date of the action under review.

43:02 Employees will be allowed to see their conduct record in the presence of a Supervisor once every six (6) months, on their anniversary date and every six (6) months thereafter, or when disciplinary action is pending. Appointment with Supervisor must be made at least two (2) working days in advance to allow him to schedule time for this operation. Time of examination not to exceed ten (10) minutes.

ARTICLE 44 - JAIL SENTENCE

44:01 A Seniority employee who receives a jail sentence of ninety (90) days or less upon being convicted of an offense, shall be granted leave of absence equal to the term for which he is

confined to jail and prevented from reporting for work. In the event his conviction takes place for any reason other than a motor vehicle offense, the employee shall be responsible for all Company and personal welfare costs for the period of his absent.

ARTICLE 45 - DURATION OF AGREEMENT

45:01 This Agreement shall become effective the 11th day of December, 1999 and shall remain in force and in effect until the 10th day of December, 2002.

45:02 Either party may on ten [10] clear days' notice, in writing, require the other party to enter into negotiations for the renewal of this Agreement within the period of three [3] months prior to the expiration date and both parties shall thereupon enter into such negotiations in good faith and make every effort to secure such renewal.

45:03 The party giving the notice in accordance with Article 45:02 hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten [10] days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this Agreement.

45:04 The Company agrees that they will purchase and supply copies of the collective agreement to each member of the local union at Peterson Springs - Kingsville and will supply an additional twenty-five [25] copies.

ARTICLE 46 - LOST TIME

46:01 The Company agrees to pay Union representatives for lost time while on authorized Union business and the amount will be billed along with the next Union dues remittance sent to the Financial Secretary of Local 1769. A detailed voucher signed by the Local President and Financial Secretary must be presented to the Personnel Office Monday a.m. in order to receive the pay that week with their regular pay cheque. A copy of the voucher will be sent to the Financial Secretary of Local 1769 with the dues advice.

ARTICLE 47 - EXCESSIVE HEAT

47:01 The Company will allow employees to leave the plant who have become ill because of excessive heat in the plant.

Each employee must report, on an individual basis, to his supervisor stating the reason he wished to leave the plant.

The Company may request written medical evidence to support his claim of illness, when an employee continues to have the same problem on a ongoing basis if it has reasonable grounds to believe that the claim is not legitimate.

The Company and the union agree to consider other options, i.e. extra breaks during the summer months.

ARTICLE 48 - PHYSICAL OR MENTAL ABILITY TO PERFORM JOBS

48:01 Consistent with the seniority provisions of Articles 7 and 26 of the current collective agreement, the re-employment of employees who become disabled as a result of illness or injury, the Company will

provide work that they are capable of performing by observing the reasonable accommodation guide lines and provisions of the Ontario Human Rights Code and the provisions of the Ontario Workers Compensation Act.

ARTICLE 49 - CLOTHING

49:01 The Company will supply at its expense up to five [5] pairs of clean coveralls per millwright, machinist, electrician and janitor per week or have the option of five [5] pairs of shirts and pants per week. Union and Management will determine if additional workwear in certain areas i.e. [paint and pack] are required. The Company agrees to supply at its expense.

49:02 The Company will supply to seniority employees requesting them, up to five (5) pairs of coveralls or up to five (5) pairs of shirts and pants provided:

- (a) 50% of cost is shared by employee.
- (b) A minimum of two (2) weeks notice to be given by employee wishing to start or discontinue this program.
- (c) Source and maintenance service to be determined by Company and satisfactory to both parties.

49:03 The Company will supply to seniority employees, upon request, one (1) apron per year. These aprons will be selected by the Company and will be maintained by the employees.

The Company will also provide employees requesting them one (1) shop coat per year with 50% of the cost to be shared by the employee and will be maintained by the employee.

ARTICLE 50 - PENSION PLAN

50:01 A Pension Plan was introduced and funded effective December 11, 1975. The details of the plan have been mutually agreed upon by both the Union and Management on November 25, 1976. The Company paid contribution rate will be such that the benefit described in Article 3:01 of the Pension Plan [Normal Retirement Benefit] shall be multiplied by twenty-seven dollars [\$27.00] effective December 11, 1999, twenty-nine dollars [\$29.00] effective December 11, 2000 and

thirty-one dollars [\$31.00] effective December 11, 2001.

For all employees retired as of December 11, 1990, the retirement benefit will become \$12.50 per year of service. Employees who are terminated prior to December 11, 1990 and are vested for a benefit at a later date will receive a retirement benefit of \$12.00 per year of service.

50:02 It is the intent of the Company to amend the hourly employee's pension plan Article IX section 9.02 to include credited service for all present and future compensable hours including holidays, vacations, etc.

50:03 In the event the Company terminates the CAW Local 1769 Retirement Income Plan, any actuarially determined surplus will be applied toward the Company's contribution to a replacement plan or a pro rate basis to all active participants of the former plan (who would also become participants in the new plan). In the event the Plant is closed and the plan terminated, all surplus funds would be allocated to active participants on a pro rata basis.

50:04 The death benefit will be payable to all employees beneficiary in the event of a death of an active employee with no carve out for life insurance of AD&D.

50:05 The Union will be provided with all Pension related documents.

ARTICLE 51 - NEW TECHNOLOGY

51:01 The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required and will be discussed with the union in advance of such changes. When new technology equipment is acquired, the union will be notified before the machinery be received. In the case of new technology, the Company will attempt to train employees to operate or maintain this equipment whenever possible.

51:02 To study the problems arising from technological changes a joint committee comprised of the Union Plant Committee and Management shall be formed to discuss any information relevant to the proposed technological change including any new or increased health hazards associated with the new technology.

51:03 Article 41 will apply in the event new jobs are created by the installation of new technology and/or advanced equipment.

ARTICLE 52 - CAW PAID EDUCATION LEAVE PROGRAM

52:01 The Company will grant to employees selected by the Union a leave of absence for 20 days of class time in any one calendar year plus required travel time where necessary for the purpose of attending the CAW courses on trade union functions. Such leave of absence may be broken into shorter segments during the 12 month period commencing on the first day of the leave. For this purpose the Company will contribute to the CAW Paid Education Leave Program an amount of \$1500.00 (fifteen hundred dollars) in each contract year and such contribution shall be made on March 15th of each contract year submitted to the National Union CAW at the Canadian Region Headquarters, 205 Placer Court, Willowdale, Ontario, M2H 3H9.

ARTICLE 53 - HARASSMENT

53:01 The Union and the Company recognize that harassment is an unlawful employment practice in violation of the Ontario Human Rights Code and that sexual, racial and general harassment is a course of vexatious comment or conduct or a sexual advance or solicitation to be known to be unwelcome perpetrated by a person's employer, someone acting for the employer, or a co-worker.

Employee complaints of alleged harassment will be investigated with all possible confidentiality by a joint committee consisting of a Committeeperson and the General Manager or the Plant Manager of the Company.

AGREED TO THIS _____ DAY OF _____, 199__.

FOR THE COMPANY

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FOR THE UNION

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APPENDIX "A"

Classification and Wage

REDUNDANT CLASSIFICATION	UPON RATIFICATION CLASSIFICATIONS	Upon Ratification Rates Include: \$.71 COLA fold-in \$.75 General Increase \$1.00 Machinist/Millwright Special Increase Classification/Level Blended Adjustment EFFECTIVE DECEMBER 11, 1999	+\$.75 12/11/00	+\$.75 12/11/01
A Coil/HP Coil Oper #1-3	Coiler - Entry	19.97	20.72	21.47
A Coil/HP Coil Set-up 1	Coiler - Intermediate	20.25	21.00	21.75
A Coil/HP Coil Set-up 2	Coiler - Top	21.22	21.97	22.72
C Grind/HP Grind B Heat Treat, Shotpeen	Grind/Shot Peen	20.40	21.15	21.90
F Press, Assy/HP Utility E Paint	Utility	20.40	21.15	21.90
Gen Help	Attendant	18.57	19.32	20.07
	Janitor	18.57	19.32	20.07
	Lift Truck	20.20	20.95	21.70
	Shipping/Receiving	20.20	20.95	21.70
	QC Dept.	20.27	21.02	21.77
	Electrician	26.46	27.21	27.96
	Machinist Millwright	24.26 24.20	25.01 24.95	25.76 25.70

The above redundant classification/departments will be phased out by the end of phase 2. However, upon ratification the blended and or reclassified rates will apply and are shown above.

LETTERS OF INTENT

#1 - Set-up Coiler Progression

Under the Set-up coiler job posting it is understood that when there is a requirement for additional Coilers that the Company will post for the Set-up Coiler "Entry" Level.

The successful candidate will be given a maximum of six [6] months and two [2] attempts to meet and successfully pass the test requirements of the Coiler Set-up "Entry" Level before progressing to "Intermediate". The test requirement is to fully operate all coilers within your home classification.

Employees will then be given a maximum of nine [9] months and two [2] attempts to meet and successfully pass the testing requirements of the Coiler Set-up "Intermediate" Level before progressing to "Top". The test requirements is to fully operate and Set-up all coilers within your home classification.

Employees will on a volunteer basis be given a maximum of nine [9] months and two [2] attempts to meet and successfully pass the testing requirements in department/classification other than their home department/classification. The voluntary test requirement will be to fully operate and Set-up all coilers within the classifications outside of their home classification which the employee wishes to be credited for on the overtime matrix as Set-up as described in 14:03 (q).

Should an employee not meet the testing requirements and is disqualified at the Coiler Set-up "Entry" and "Intermediate" Levels of the Certification Program, the employee will be able to exercise their right to bump to another classification.

The employee may request at any time that they wish to be tested and the Company will administer the test within two [2] weeks from the date requested.

The Company will keep a detailed training log for each employee who is in the Set-up Coiler Certification Program and if the Company has not given adequate training to an employee within the prescribed time limits the employee will automatically receive the next pay level in the Coiler Set-up Classification.

When adequate training is given, the employee will be required to successfully pass the test requirements in "Entry" and "Intermediate" Levels to remain as a Set-up Coiler.

The Company and the Union agree that this program will be implemented no later than three [3] months from the signing of the Collective Agreement.

The Company and Union must mutually agree to extend time limits extenuating circumstances

Training will be given to employees using seniority in the various levels as the criteria for selecting training schedules when the program is implemented.

An employee who has been disqualified shall not be eligible to apply for another posted job classification in coiling until at least one [1] year has elapsed.

Tests referred to above will be predetermined and designed for the particular machine in accordance with Letter of Understanding #17.

Employees currently in Coiler Top Set-up Level 2 will retain such status. Employees currently at Set-up Level 1 will be considered "Intermediate" Level. All current Coiler operators Levels 1, 2 or 3 will be considered "Entry" Level. All of the above will be placed on the new wage grid accordingly.

From the date the Certification Program is initiated the time limits set out in "Entry", "Intermediate" and "Top" Level will begin

#2 - Lift Truck Drivers

It has been mutually agreed that, due to the nature of their occupation, lift truck drivers will retain their own regular rate of pay when lift truck work is temporarily unavailable and they are transferred to other jobs.

#3 - Occupational Classifications

Personnel within the Arvin Department/Classifications will receive fifty cents [.50¢] in addition to their regular rate as specified in the wage schedule.

#4 - Loading Trucks

Employees in Department 50 - lift truck will not be required to load or unload trucks in Department O.

#5 - Stools

Company will supply chairs or stools in all departments/classifications as needed. Company agrees that chairs will not be removed for punitive reasons.

#6 - Work Allocation

It is not the intent of the Company to have employees working in one [1] classification and also performing work in another classification at the same time nor work on more than one [1] line in the class at one time.

In the event that advanced technology reduces the effort necessary to operate particular equipment this letter will be re-evaluated.

#7 - Fans

Company will provide fan coverage for all employees requesting same. Request shall be made to the department supervisor and shall cover the months of May through September.

#8 - Employee Rotation

To enable employees to gain additional experience and training it is agreed that employees may rotate on a weekly basis between the various lines within their department/classification.

#9 - Work Assistance

The Company recognizes that due to the heavy nature of certain types of work at the Kingsville Plant, as well as the need for the aid in certain classifications and in order to prevent injuries to employees, they may request the assistance of another available employee when the need arises.

#10 - Student Help

The Company shall have the right to employ students during the summer months as attendants, in order to facilitate vacation shortages of employees, and for general seasonal clean-up. Such students shall be hired for a period not to exceed four [4] months, and will not be hired if anyone is on lay-off. Students will not be governed by the Collective Agreement as to seniority rights or benefits, nor will they be given credit toward acquiring seniority rights. Students will be paid two dollars [\$2.00] over Ontario minimum wage for students plus COLA and will be required to pay ten dollars [\$10.00] per month union dues.

The Union agrees to indemnify and save the Company harmless in the event that an employee shall make other claims against the Company as a result of this deduction from the employees wages pursuant to the terms of this memorandum.

#11 - Janitor

There will be one [1] janitor on the day shift and one [1] janitor on the afternoon shift and both will rotate. The two [2] janitors will begin work one half [$\frac{1}{2}$] hour prior to the beginning of normal work hours and end work one half [$\frac{1}{2}$] hour before the end of normal work hours. It is the janitor's duty to carry out primarily janitorial services. In case the janitor is absent for one [1] full day or more, the Company will temporarily transfer another employee to the janitor's job.

The Company agrees that up to the time the reorganization is completed a janitor will be on the third shift. Due to the reduced workload on this shift the janitor may be reassigned to the attendant classification within the plant on this shift after completing his janitorial duties. The temporary transfer twenty [20] day limited will not apply to this classification on the third shift. After the transition a re-evaluation of the requirements and needs of this classification on the third shift will be completed to determine if there is a need for the third janitor.

Maintenance men will not be expected to perform the janitor's duties. However, should the janitor be absent for less than a day, maintenance personnel may be required to perform the janitor's roll in cleaning dust collectors and filling propane tanks.

#12 - Air Quality

During the reorganization of the plant, the Company will maintain and strive to continually improve ventilation and overall air quality. Following completion of Phase 2 of the reorganization, the Company agrees to hire a ventilation expert to conduct a study of the ventilation system, including air make-up and air velocity within the workplace and make recommendations as to what improvements are necessary to ensure adequate ventilation, movement of air, and air make-up requirements. Upon receiving said recommendations the parties will meet to implement a plan of action and a timetable considering the priority and urgency of each of the recommendations. This commitment is over and above the current plan to install an air make-up system in department F by July, 2000.

LETTERS OF UNDERSTANDING

#1 - Chief Inspector

This letter will evidence the understanding of the parties relating to the position of the Chief Inspector. This position shall be excluded from the bargaining unit. The duties of the Chief Inspector position are:

1. Makes final determination of part disposition when required, and may use any testing equipment necessary to make that determination.
2. Conducts special projects and surveys relating to product quality and performance.

3. Investigates customer rejections and complaints.
4. Supervises and schedules work of bargaining unit employees.

On the basis of the understanding outlined above, the Company withdraws its request that the classification "Quality Control" be excluded from the bargaining unit.

#2 - Drug and Alcohol Abuse

The Company and the Union recognize that alcoholism and drug abuse are illnesses that can be treated.

The Company recognizes the importance of a continuous co-operative effort between the Company representatives and the officials of the Union to deal with substance abuse. It would be appropriate for the Union and the Company to periodically monitor these problems and the structure and effectiveness of the programs available, with a view to providing assistance to addicted employees, consistent with these employees' attitudes toward their problems.

It is understood that the programs such as "BRENTWOOD" exist for the purpose of assisting employees who are in need of assistance and continue on a course of treatment consistent with the stipulation of the program.

Nothing in this statement is to be interpreted or construed as a waiver of management's rights to maintain discipline in any case of misconduct which may result from or be associated with the use of alcohol and drugs.

The Company will submit Sickness and Accident claims for employees who are undergoing a prescribed rehabilitation program from drug and alcohol abuse, in accordance with the Sickness and Accident Plan.

The decision to allow such a claim rests solely with the Insurance carrier and the Company has no obligation to do anything but submit the claim.

#3 - Union Office

The Company agrees to maintain the current Union Office within the Kingsville Facility and supply a desk, chairs, telephone, filing cabinet and air conditioning. The Company will pay for local phone calls.

#4 - Pension Amendment

The Company hereby agrees to amend the current pension contract eliminating the cap of 30 years.

#5 - New Employee Orientation

Union Information for New Employees:

The Employer agrees to acquaint new full-time employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off. A new full-time employee shall be advised of the name and location of his/her Union representative. Whenever the Union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her Union representative who will provide the employee with a copy of the collective agreement. The Employer agrees that a Union representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of the Union membership and the employee's responsibilities and obligations to the Employer and the Union.

If more than one employee is hired within a thirty (30) day period, the interview shall be conducted in a group of all such new employees, in which case, the interview may last to a maximum of thirty (30) minutes.

#6 - National Day of Mourning

The Company agrees to allow employees one (1) minute of silence on April 28th of each year in observance of those workers killed on the job.

#7 - Vacation Pay

It is agreed that vacation pay will be issued by separate cheque(s) for each employee for any vacation period of one (1) week or more.

#8 - Tuition Refund

If the Company sends the employee to school, the Company will pay for all tuition, books, etc. prior to the course, and mileage.

If the employee requests further education courses that are job related they must follow these steps:

1. The employee will obtain the proper authorization form from their supervisor, fill it out and have it approved.
2. The employee will pay for their own books.
3. The employee will pay for all tuition and other expenses.
4. At the end of the course the employee will submit tuition fees to their supervisor along with their grade average which must be a minimum of "B" and the Company will reimburse the employee of the tuition costs.
5. The courses must be job related or high school upgrading.

#9 - Skilled Trades

The Company and the Union agree to negotiate an apprenticeship program when required. The apprenticeship standards shall be in keeping with the standards of the National Union\CAW. The apprenticeship standards when completed shall be considered as an inseparable part of this agreement.

No work will be performed in or out of the plant by outside contractors in an employees particular trade while skilled trade employees capable of performing the work are on layoff, except in the case of emergencies. An emergency is a sudden, unexpected occurrence.

The Company will post notices in the maintenance department at least twenty-four [24] hours in advance, where possible, of any outside contractors coming into the plant to perform Trades work [including Peterson engineers who may be working on new equipment that has not been released for production]. This notice will indicate what work will be performed by said contractors, the number of contractors and the estimated time of the projects being worked on.

It is understood that a bargaining unit tradesman will be present when an outside contractor is working on any piece of equipment, but may not be required during installation and debugging of new equipment. It is further understood, however, that a bargaining unit employee will be present when a Peterson non bargaining unit person is involved with any piece of equipment which will include in-house training and in-house debugging of equipment that has been installed. A bargaining unit Tradesperson may not necessarily be involved in other situations such as lift truck maintenance, or in cases where it would be more appropriate to have a bargaining unit production worker present.

The Company agrees to deduct the sum of one-half [$\frac{1}{2}$] hour pay per year as dues to the CAW Skilled Trades Council from employees hired, re hired, reinstated or transferred to a skilled trades classification upon receipt of individual authorization cards signed by such employee. Such deduction shall be made at the same time as regular Union dues and thereafter on an annual basis in the month of January. These deductions, along with the names of the employees shall be remitted to the Financial Secretary of the Local Union.

#10 - Spare People

The Company and the Union may mutually determine the need for additional spare people in any department.

Once it has been determined there is sufficient need for such, the Company will post the position, however, applicants will only be accepted from the Attendant Classification.

These people will primarily be employed in the Attendant Classification, but will fill in when absenteeism or other situations arise to create a backlog of work and additional people are required. The positions will be posted and the employee will progress in accordance with Article 26:10.

An employee may be the successful applicant on only one [1] spare posting, however, will not be subject to the twelve [12] months waiting period as per Article 26:04.

All spares should be transferred as equally as possible with the Company keeping track of all accumulated regular hours.

It is understood that this agreement supersedes and takes precedent over the provisions of Temporary Transfer [Article 25].

Employees laid-off, who bump or have been bumped into another department, will be utilized prior to utilizing a spare in their home department.

Existing spares will be eliminated by no later than the end of Phase 2 of the reorganization.

#11 - Modified Work Program

The Company and the Union recognize the benefits of a formal rehabilitation program to provide a fair and consistent approach to the reinstatement of employees who are unable to perform their normal duties because of injury or illness in accordance with Article 48.

The parties agree to continue the established Modified Work Committee consisting of (two (2) Management) Benefit Representative, Health and Safety Representative and (two (2) Union) Union Representative Health and Safety Representative for the purpose of making every reasonable effort to provide suitable "Modified Work" to any employee who is unable to perform normal duties.

Employees returned to work under the modified work program will only be permitted to work overtime if modified work is available, however, any other overtime hours he/she otherwise would have been asked to work will be forfeited and charged according to Article 14:03 (e).

#12 - Out of Order Shift Rotation

If by mutual agreement of the parties, special skills are required for an emergency situation, employees may be required to work shifts other than their own and will be requested using seniority as the basis for this shift change.

An emergency is a sudden unexpected occurrence.

If the Company requires employees to work a shift other than their own it will do so by asking for volunteers in seniority order.

#13 - Sickness and Accident Plan

Peterson Spring-Kingsville Plant certifies that it has named the Payroll Clerk as the administrator of the Sickness and Accident claims policy and the Accountant as an alternate administrator should the Payroll clerk be unavailable.

Peterson Spring-Kingsville Plant further certifies that it will recognize a new committee formed to consult on disputed issues regarding Sickness and Accident claims. Such committee will consist of the Union Plant Chairperson, a Union Committeeperson, Plant Manager and the Payroll Clerk.

#14 - Demarcation

The parties have agreed to meet within thirty [30] days of ratification of this agreement to discuss and develop lines of demarcation between the trades classification and in particular what if any electrical work can safely and properly be done by Millwrights. This meeting will include representation from Management, the Union Shop Committee, the CAW National Services Representative and Representatives from the Bargaining Unit Tradespersons, a representative from the Ministry of Labour Health & Safety division if possible, and a representative from the CAW Skilled Trades Department.

No employee will be expected to perform electrical work which they are not authorized or qualified to safely perform in accordance with Ministry of Labour department of Health & Safety standards. Also during this meeting the parties will discuss future training needs in employees particular trade in order to anticipate future needs due to technological change.

#15 - Lunchroom, Washrooms and First-aid"

The Company will maintain the current lunch rooms and facilities for employee use. Clean sanitary washrooms and first-aid room will also be maintained.

#16 - Reorganization/Set-Up Coilers

The Company agrees that seniority will prevail in regards to job posting, layoff/recall and bumping until Phase 1 and Phase 2 of the reorganization of the Kingsville Plant is complete, then Article 27 and/or Article 8 will apply. Union and Management agree that should there be a top set-up level coiler [prior to phase 1] within the new coiling classifications, the following will be exempt from being bumped during the transition period except by employees with previous top level coiling experience:

One [1] on High Performance [H.P.] Line
One [1] on Arvin Line

Two [2] on Torque Converter [TCC] Lines
Two [2] on Valve Lines
Two [2] on Replacement Parts [R.P] Cummins Lines
Phase 1 is TCC, High Performance and Valve Line.

Phase 2 is Cummins, RP and Arvin.

When all posted positions have been filled in Phase 1 and Phase 2 by seniority, and all redundant positions have been phased out the reorganization will be considered complete.

#17 - Training Program

The Company and Union agree to meet on a regular basis to discuss and review Future and Existing Training Programs. The Union may submit recommendations which will be responded to by Management in writing, and such recommendations will be carefully considered, however management reserves the right of final decision. All training will be reviewed under this letter prior to implementation. The Company is committed to its training obligation under this collective agreement and with respect to the plant re-organization currently underway.

#18 - Consistent Application of Collective Agreement

During our 1999 negotiations the parties spent a considerable amount of time discussing inconsistent application of various articles in the collective agreement [i.e.] leave of absence, switching shifts, which inconsistencies could be perceived as favoritism.

As a result of these discussions the Company has committed on behalf of all its management to strive to ensure that all articles in this collective agreement are applied equally for all bargaining unit employees whenever possible.

Further, the parties agree to meet monthly to monitor these situations.

#19 - Management Commitment

The Company recognizes the importance of the Kingsville operation in the continued success of Peterson American Corporation, as can be demonstrated by the investment into this facility over the last year. It is the intention of Peterson American to grow the business and to maintain the current business at this facility. The Company and the Union recognize that only through their continued efforts on quality and productivity etc. can Kingsville ensure its future.

#20 - Disability Pension

It has been mutually agreed by the Company and the Union, that disability pension is no longer available through our Pension Plan for any new permanently disabled employees. Members currently collecting will continue to collect disability pension, unless they are no longer considered permanently disabled.

#21 - Skill and Ability Matrix

During the 1999 negotiations the parties agreed under discussions regarding overtime equalization to develop a Matrix to identify the various jobs that non-trades employees can perform.

As stated in 14:03 (q) the Company has agreed to train employees by seniority in jobs that they are not currently familiar with in order to enhance their opportunity to work overtime on more jobs and for the Company to have a larger group to canvass from for volunteers when needed. It is recognized that employees will be credited with jobs in the matrix, which they do not need to be trained for.

The Company will make every reasonable effort that once training has begun in a particular classification that they will continue the training until all initial applicants have been trained.

The Company will make every reasonable effort that the above training for all classifications will be completed no later than one [1] year after completion of Phase 2 of the Plant reorganization and annually thereafter.

The parties further recognize that this matrix will also allow more flexibility for the Company to grant vacation and leave of absence requests, and provide a larger group of employees to draw on for Temporary Transfers where needed. Finally, the lack of recognition on the Matrix will not impede an employees ability to exercise layoff/recall/bumping or job posting rights under this agreement.

Once the lines are operational and the posting have been filled, the Company will begin training the employees by seniority for the use of the matrix. Employees will be given a reasonable training period and the Company will continue training employees on the matrix list that have applied for these jobs.

#22 - Disciplinary Records

The Company agrees to clear any and all current disciplinary records with the exception of attendance and harassment upon ratification of the agreement.

#23 - Transition

Any Letters of Intent, Letters of Understanding, or Articles from the previous collective agreement, that the parties mutually agree are still applicable will be so applied until the plant reorganization is deemed to be completed.

#24 - Workloads

Should disputes arise regarding the amount of job duties for department/classification during or after the plant reorganization the parties agree that the union reserves the right to process

related grievances in accordance with the collective agreement including but not limited to Article 41:02 of this agreement.

#25 - Leaving Plant During 20 Minute Paid Lunch

Following Ratification of this agreement the parties will seek a determination from Workers Safety Insurance Board [WSIB] as to whether the Company would be exposed in the event that an employee were injured while off the Company property on a twenty [20] minute paid lunch and in fact punched out or if the employee forgets to punch out. Should WSIB advise that this does not expose the Company to a possible claim, the employees would be allowed to leave the property provided they have punched out their timecards. Should WSIB rule to the contrary, employees would be prohibited from doing so. Employees who leave early or return late from lunch may be subject to discipline.

#26 - Preferred Hiring

It is hereby understood that if there are employees laid-off at the Kingsville Plant and there are employment opportunities at the Windsor Plant, the Kingsville Plant employees on layoff will be given first consideration by seniority.

#27 - PPH Days

The Company agrees upon ratification that Article 20:01 (c) that refers to the 800 compensated hours will not apply to any new members hired in 1999 for the use of PPH days in 2000.

#28 - Leave of Absence [LOA]

During negotiations the parties spent considerable time discussing LOA's and in particular situations where requests and or denials for LOA's have been unreasonable. The parties are committed to working towards a more reasonable fair and consistent approach to all LOA requests.

- i.e.
1. Someone with advance notice and a legitimate reason requests a leave, said leave should be granted.
 2. Last minute or call in requests would only be considered in extenuating circumstances.

#29 - Early Retirement Program

The Company agrees to offer an Early Retirement Program on a one [1] time basis under the criteria as follows:

- (a) Employee must be 60 years of age by December 11, 2002;
- (b) This offer is for an unreduced pension for employees who opt for the early

retirement program. The Pension Plan reduction factor will not apply.

- (c)** Employees will advise the Company prior to July 01, 2000 of their intention to retire by July 01, 2000. There will be no extensions to this time limit.
- (d)** Benefits will continue until age 65. However, the following items are not covered or amended for these retirees: The provisions of 23:01 (o) still apply;
 - 1. Semi-Private
 - 2. Nursing Home
 - 3. Long Term Disability - [LTD]
 - 4. Short Term Disability [S&A]
 - 5. Out of Province will be allowed to a maximum of sixty [60] days per trip.