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ARTICLE 1
PURPOSE

ARTICLE 1 The purpose of this agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2
NO DISCRIMINATION

2.01 (a) Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. There shall be no discrimination, interference, restraint, or coercion by the Employer or the Union or its members against any employee because of race, creed, colour, nationality, ancestry, sex, sexual orientation, age, place of origin, or membership in the Union in accordance with the Ontario Human Rights Code.

2.01 (b) If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination, the employee may bring the incident forming the basis of the complaint to the attention of his/her Union representative and/or Management member of his/her choice.

**ARTICLE 3
RECOGNITION**

3.01 (a) The Company recognizes the Union as the sole and exclusive collective bargaining agent for all the employees of Long Manufacturing Ltd. at its plant in Mississauga, Ontario save and except foremen, persons above the rank of foreman, office and sales staff. This agreement is entered into pursuant to a Certificate of the Ontario Labour Relations Board dated the 22nd day of June, 1976.

3.01 (b) Employees excluded from the bargaining unit in article 3.01 (a) of the Collective Agreement may not perform work normally performed by bargaining unit employees, however, it is recognized that in the normal performance of their duties, foremen and supervisors may, on occasion, perform work in case of emergency, investigation, experimentation, or instruction.

**ARTICLE 4
UNION DUES AND UNION MEMBERSHIP**

4.01 An employee who is a member of the Union on the effective date of this Agreement, or who thereafter becomes a member, shall continue membership in the Union for the duration of the Agreement as a condition of continued employment.

4.02 Each employee hired shall become a member of the Union within thirty (30) calendar days following his/her hiring as a condition of continued employment.

4.03 There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of his/her membership in the Union. The Union, its members and/or agents shall not intimidate or coerce, or attempt to intimidate or coerce, any employee in respect of his/her right to employment or in respect to union activity or membership and further, there shall be no solicitation of employee for union membership or dues on Company time.

4.04 The Company will deduct from the pay of each new employee the monthly dues, initiation fees and other assessments and dues authorized by the constitution of the Union or the by-laws of the Local.

4.05 Effective March 2, 1997 the Company shall deduct weekly from the pay of each member of the bargaining unit such union dues, fees and assessments as authorized by the constitution of the Union. It shall be a condition of remaining in the employment of the Company that such employee authorize the Company to make such deduction.

4.06 All sums deducted as above together with a record of those from who pay deductions have been made, their classifications, their addresses and the amounts of such deductions shall be remitted by the Company to the Financial Secretary of the Local by the 10th of the month following the end of the month in which the deductions were made. The remittance shall be by cheque.

4.07 The recording in the books of the Company of the amounts so deducted shall constitute such amounts as monies held by the Company in trust for the Local.

4.08 Any employee shall have the right to become a member of the Union by paying the entrance fee and complying with the constitution and by-laws of the Union. Except as otherwise specifically provided or dealt with, any dispute as to a violation or interpretation of any condition or provision of Section 4.01 to 4.08, inclusive shall be a matter for the grievance procedure and shall be submitted direct to the arbitrator.

4.09 Union dues will be shown on the Canadian Government Income Tax T4 slip, providing the Company's computer services are available.

ARTICLE 5 STRIKES AND LOCKOUTS

5.01 During the term of this agreement there shall be no lockout by the Company, nor strike by the Union as defined by the Labour Relations Act for the Province of Ontario.

ARTICLE 6 RESERVATION OF MANAGEMENT RIGHTS

6.01 The Union acknowledges that it is the exclusive function of the Company to:

(a) maintain order, discipline and efficiency:

(b) hire, discharge, classify, transfer, promote, demote, suspend layoff and discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion, suspension or transfer or that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided:

(c) generally manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the number of location of plants, the products to be manufactured, methods of manufacturing and assembling, schedules of production, kinds and locations of machines and tools to be used, the engineering and designing of its products and the control of materials and parts to be incorporated in the products produced.

(d) establish reasonable rules and regulations covering the operation of its business. **The Company agrees to notify the Union and employees of any changes prior to implementation and apply all rules and regulations in a consistent manner.**

6.02 The Company agrees that its exclusive functions as provided by this agreement shall be exercised in a manner consistent with all provisions of the agreement.

ARTICLE 7 UNION REPRESENTATION

7.01 (a) The Union may appoint and the Company will recognize one bargaining committee of four employees, one of whom will be the Chairperson. The Chairperson will be assigned to the day shift only and one Committee person will be assigned to each shift. Matters pertaining to the interpretation, application and administration of the Agreement and disputes over such matters shall be discussed and adjusted by the Company and the Shop Committee as provided for in this Agreement.

7.01 (b) During the absence from the Plant of the Chairperson, the Company will recognize the day shift Committeeperson as the Chairperson and during the absence of either the afternoon Committeeperson **or the midnight Committeeperson**, the Company will recognize his/her designated alternate as Committeeperson.

7.02 A Committeeperson shall be designated by the Union on each of the afternoon and midnight shifts.

7.03 The Company shall be kept informed in writing of the name of each member of the Shop Committee.

7.04 A Committeeperson shall be permitted the necessary time during working hours without loss of pay to perform the functions provided by the Agreement for the settlement of a complaint or grievance. He/she shall not leave his/her work except as provided by this Agreement, and only with permission of and after having informed his/her production supervisor as to his/her destination and the general nature of the business and such permission shall not be unduly withheld.

7.05 When supervision calls one (1) or more of the members of the committee for discussion, the Company shall pay them for the time so spent at their hourly rate, including overtime.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 (a) The parties hereto desire that every complaint, grievance or dispute shall be dealt with as

quickly as possible and that adjustment of every complaint, grievance or dispute shall be made promptly.

8.01 (b) It is agreed and understood that the Company may refuse to consider any grievance of alleged circumstances which originated or occurred more than five (5) working days prior to the presentation of the grievance and shall not be dealt with further under the grievance procedures.

COMPLAINT PROCEDURE

8.02 An employee who has a complaint shall first discuss it with his/her supervisor, either alone or with his/her Committeeperson with a view to prompt and fair adjustment.

GRIEVANCE PROCEDURE

8.03 Step 1: If satisfactory settlement cannot be reached within three (3) working days the matter may be submitted in writing on a standard grievance form (supplied by the Company) by the grievor and his/her **Committeeperson** and submitted to the supervisor by the **Committeeperson** within a further three (3) working days with such discussion as may be necessary. The Supervisor shall record his/her decision on the form and return it to the **Committeeperson** within a further two (2) working days.

8.04 Step 2: If the answer of the supervisor is not acceptable, the grievance may be referred by the Shop Committee to Management within two (2) working days following the answer in Clause 8.03. The Shop Committee shall meet and discuss the grievance with

representative(s) of Management; such meeting to be held within five (5) working days after notice has been given. At this meeting a representative(s) of the Union may be present if either party so requests. Within five (5) working days after such discussion a Company representative shall present the Company's final decision in writing to the Shop Committee. If the decision is still unsatisfactory to the Union, the grievance may then be submitted to arbitration. **At any time after Step 2 and prior to arbitration, if both parties believe it will be beneficial, then the National Representative and the Plant Manager or his/her delegate may meet to try and resolve the grievance.**

8.05 The Union or the Company may submit as a policy grievance any difference between the parties arising from the interpretation, administration or alleged violation of this Agreement. Such policy grievance shall be processed beginning with Clause 8.04 and if the Agreement is alleged to have been violated shall specify the section or sections.

8.06 (a) The time allowance provided in the above sections may be extended by mutual agreement.

8.06 (b) If the time allowance or any mutually agreed upon extension is not observed by the **Company or the Union**, the grievance will be considered **advanced to the next step of the grievance procedure, including arbitration.**

8.07 It is understood that at any stage of the grievance procedure the aggrieved employee(s) (maximum of two) may be present or may be required to attend by either party.

8.08 In disposing of the grievance of an employee, his/her record with the Company prior to one (1) year before the filing of the grievance shall not be referred to nor used against him/her by the Company.

8.09 Notwithstanding anything contained elsewhere in this agreement, no grievance shall be lodged or prosecuted against the termination of employment by the Company of a probationary employee unless the employee has completed thirty (30) days of work and alleges that his/her discharge is not for cause, or unless the employee alleges that he/she has been discriminated against in such termination of employment by reason of union activity, and the umpire shall not reverse his/her termination of employment on any other ground. This shall not prevent a probationary employee from lodging a grievance on any other working condition.

**ARTICLE 9
DISCIPLINE, SUSPENSION, DISMISSAL**

9.01 The Company will notify the Union in writing before discharging or suspending an employee who has completed thirty (30) days of work; and where reasonably practical, notify the employee as soon as possible. A claim by an employee that he/she has been unjustly dismissed, suspended or disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Company's representative by the Plant Committee within three (3) working days after the dismissal, discipline or suspension. Such grievance shall be dealt with as outlined in Clause 8.04.

9.02 Such special grievance may be settled under the grievance or arbitration procedure by any arrangement which may be deemed just and equitable in the opinion of the parties or of an arbitrator.

9.03 A dismissed or suspended employee shall be permitted, prior to leaving the plant, consultation with his/her Committee person at a place on the Company premises as designated by the Company.

ARTICLE 10 ARBITRATION

10.01 Any matter arising from the interpretation, application, administration or alleged violation of this Agreement may be submitted to arbitration.

10.02 A dispute concerning the meaning or violation of this agreement (after exhaustion of the grievance procedure provided herein) may within ten (10) working days after management's decision thereon be referred to an impartial arbitrator to be selected by the two parties to the dispute, or if such parties fail to select the arbitrator within ten (10) working days, then to an impartial arbitrator selected by the Minister of Labour of the Province of Ontario. The arbitrator may modify or set aside any penalty by the Company relating to the grievance then before him/her.

10.03 The arbitrator shall not make any decision inconsistent with the provision of this agreement, nor shall it alter, modify or amend any part of this agreement.

10.04 The decision of the arbitrator shall be final and binding upon the parties hereto, and upon any employee concerned in or affected by said decision.

10.05 Expense of the arbitrator shall be borne in equal share by the Company and the Union. The shares will be paid direct to the arbitrator by each party.

10.06 All reasonable arrangements will be made to permit the arbitrator to have access to the plant to view the disputed operations and to confer with the necessary witnesses.

10.07 An employee appearing before the arbitrator on the hearing of his/her appeal shall be paid by the Company, at his/her hourly rate, for such time so expended by him/her at the hearings which may be certified by the arbitrator to have been reasonably necessary for the purpose of such hearing.

MEETINGS AND CONFERENCES

Meetings between the Union plant committee and representatives of the Company will be held when requested by either party upon forty-eight (48) hours notice and the submission of a written agenda. The Company will keep the minutes of these meetings and will give a copy to the Union **within ten (10) working days of the meeting for discussion and before posting.** National Representative(s) and/or the President of the Local may be present at these meetings.

**ARTICLE 11
PROBATION**

11.01 A new employee will be considered a probationary employee until he/she has worked a total of sixty (60) accumulated work days in any consecutive twelve month period, and during the probationary period will be entitled to no seniority and may be dismissed or laid-off at the discretion of the Company, subject to 8.09 above. The employee's seniority will date from sixty (60) working days prior to the completion of the probationary period.

**ARTICLE 12
SENIORITY**

12.01 Fundamentally the rules herein respecting seniority are designed to give employees an equitable measure of security based on the length of continuous service with the Company.

12.02 An employee shall lose his/her seniority and his/her service shall be considered as terminated for the following reasons:

(a) If the employee quits. The Company will notify the Chairperson in writing.

(b) If the employee is discharged and such discharge is not reversed through the grievance procedure.

(c) If the employee is absent from work for more than three (3) consecutive working days without having provided a reasonable explanation to the Company.

(d) If the employee fails to report on the next day after expiration of his/her leave of absence unless failure to report is due to accident, illness or other emergency beyond the reasonable control of the employee.

(e) If the employee fails to advise the Company within three (3) working days of his/her intention to return to work, or if he/she fails to return to work within five (5) working days following receipt of notification of his/her recall by registered mail or telegram to his/her last known address. When an employee is notified of a layoff the Company will supply him/her with a change of address form.

(f) If an employee has less than six (6) months seniority and is on continuous layoff for more than six (6) months from the date of layoff.

If an employee has more than six (6) months seniority up to a maximum of two (2) years seniority and is on continuous layoff for a period of **two (2) years** from the date of layoff.

If an employee has more than two (2) years seniority up to a maximum of seven (7) years seniority - **three (3) years** from the date of layoff.

If an employee has more than seven (7) years seniority up to a maximum of ten (10) years seniority - **four (4) years** from the date of layoff.

If an employee has more than ten (10) years seniority - **five (5) years** from the date of layoff.

12.03 Each month the Company will furnish the Union with, and post on bulletin board(s), an up to date seniority list.

**ARTICLE 13
LAYOFF AND RECALL**

13.01 (a) A layoff of employees shall be made on the basis of the plant wide seniority list provided the Company can maintain a work force who are willing and able to satisfactorily perform the work available.

(b) Notwithstanding the other seniority provision so long as other employees remain at work, the Plant Chairperson and the Committee persons defined in Article 7.01 (a) shall, for the purpose of representation be retained at work providing that he/she is willing and able to do the work available and provided the shift which the Committee person represents is still running.

13.02 TEMPORARY LAYOFF

(a) Temporary layoffs, not to exceed the employee's next regular shift due to manufacturing and business irregularities and/or production difficulties may be made by the Company. This provision shall not be applied to any employee in excess of eight (8) working days within any twelve (12) month period. The Company will not unreasonably apply this privilege: and when employees have reported for work they are guaranteed four **(4)** hours work or four **(4)** hours pay at their regular rate for that shift provided in 19.07.

(b) The Company will ask for volunteers before exercising the temporary layoff. Those employees who volunteer to a temporary layoff waive the guarantee of four (4) hours of work or four (4) hours pay at their regular rate of pay for that shift.

(c) Should further temporary layoffs be required, the Company will layoff in reverse order of seniority, by classification, on the shift or shifts affected.

13.03 The Company shall notify the Union of all pending layoffs. The Company will provide the Union with a list, in writing, of all employees to be laid off as soon as the names are available.

13.04 When the work becomes available, employees on layoff shall be recalled to work in accordance with their seniority on the seniority list in the reverse order of layoff, provided they are able and willing to satisfactorily perform the work available. If an employee refuses this recall it shall be considered that he/she has terminated his/her services with the Company except in the case of a recall which is of a known temporary duration to a maximum of thirty (30) working days.

ARTICLE 14 TRANSFERS AND JOB POSTINGS

14.01 (a) Subject to Job Posting, when an employee is transferred from one classification to another classification he/she shall incur no loss of seniority and shall be paid his/her own rate except that an employee who performs the work of a higher rated classification for

four (4) hours or more in a work day will be paid the higher of their current rate or the thirty (30) days rate of the classification for all such hours. Additionally, when an employee is transferred at his/her own request then he/she shall be paid the rate for that job.

In addition, any and all general housekeeping duties as assigned by the Company are not subject to the provisions of this clause.

(b) An employee may be temporarily transferred **at the request of the Company** for a period less than twenty eight (28) calendar days which period may be extended by mutual agreement of the employee, the Union and the Company. The Company shall notify the Union of temporary transfers in excess of **three (3)** working days. This provision will not be used to circumvent job posting.

14.02 (a) Transfers, promotions, demotions to vacancies and for new jobs will be based primarily on the basic qualifications and ability to do the work but when these are relatively equal, seniority shall govern.

(b) When a permanent opening in the bargaining unit occurs, the job shall be posted by the Company for forty-eight (48) hours. A posted job will be awarded within fourteen (14) calendar days of the completion of the posting period and the name of the successful applicant will be posted within one (1) week of the job being awarded. Successful applicants will be transferred no later than twenty-eight (28) days following awarding of the job. **An employee transferred into a posted job will be paid the top rate of the new job and shall take their full seniority.**

(c) When an employee receives a job posting to a lower rated job, he/she shall receive the rate of that job immediately and shall take with him/her his/her full seniority to his/her new job.

(d) (i) An employee who applies for and receives a job under Article 14.02 (b) and after he/she has been awarded the job shall not be eligible to apply for another job posting for a period of three (3) months from the date of the award to fill another job which has been posted. If no seniority employees apply for the posted job it may be awarded to a probationary employee who applies for and is able and willing to do the work.

(d) (ii) The three month provision in 14.02 (d) (i) may be waived by mutual agreement between the Company and the Union.

(e) A probationary employee who applies for a job posting must be in active full-time employment at the time of the job posting in order to be eligible for consideration for that opening.

(f) Should the successful applicant be unable to perform the necessary tasks of the job within **sixty (60) working days**, that employee will then either be transferred back to his/her former job, providing it is still available, and failing that, the employee will then be transferred to an available job within the plant regardless of shift; and if there is no available job, then he/she will displace the junior person in the plant provided that he/she is able to perform the work required.

14.03 (a) If a new employee is hired for a non-bargaining unit position and then transferred to a job within the bargaining unit, **he/she** shall start as a new employee without seniority and will take the available job in the plant, subject to Job Posting.

(b) If an employee in the bargaining unit is transferred to a non-bargaining position and subsequently is transferred back to the bargaining unit **within six (6) months**, **he/she** will retain **his/her** seniority while in such position. However, **his/her** total seniority shall be used for all fringe benefits.

ARTICLE 15 LEAVE OF ABSENCE

15.01 The Company will grant leave of absence without pay or loss of seniority for the following reasons:

(a) Up to thirty (30) days for legitimate personal reasons (including arrest **and/or** imprisonment) (up to sixty (60) days in the case of pre-trial incarceration) with due regard for production requirements. Applications for such leave of absence shall be requested in writing prior to the commencement of such leave (or verbally if made within one (1) working day from the date of incarceration by the employee, immediate family member or Union representative). The Company will notify the employee in writing of **the** reasons for refusing a leave of absence. **A** copy of all approved leave of absence shall be given to the employee and the Union.

(b) Due to illness or accident upon presentation of satisfactory medical evidence from a qualified medical practitioner. After two (2) years, the employee must be able to establish by satisfactory medical evidence from a qualified medical practitioner that he/she will be able to return to work in regular attendance.

(c) Leave of absence with accumulation of seniority will be granted upon application to any employee with seniority, elected or appointed to an office in the National Union or Local thereof, during the term of said office, and to other employees for the time necessarily expended while going to, attending and returning from the regular sessions of a convention of the National Union or other Union or Local meetings as a delegate or representative, provided however that leave of absence shall not be granted to more than one (1) employee for attendance at any such convention or meeting and provided that such leaves do not materially interfere with production. An increase in the number may be made by agreement between the Union and the Company and such leave will not be unduly withheld.

(d) An employee who becomes pregnant shall be granted a leave of absence. Such an employee will be required to begin such leave at a time when her own physician so decides and failing such decision by him/her, then at a time decided upon by the Company's physician. Employees on leave of absence for pregnancy and confinement shall retain and accumulate seniority.

Such leaves of absence shall be granted for six (6) months and may be extended up to a maximum of one (1) year upon presentation of a doctor's certificate stating the necessity thereof.

(e) The Company will reply to a request for leave of absence within ten (10) working days of its submission in writing.

15.02 (a) Group Insurance Benefits will continue until the end of the month following the month in which the leave of absence commenced.

(b) For employees on pregnancy leave, Insurance Benefits will continue to the end of the month in which the leave of absence ends. Should the employee request an extension to the six months, then benefits will be continued only if the additional time off is required for pregnancy related complications.

ARTICLE 16 POSTING NOTICES

16.01 The Union shall be permitted to use designated bulletin boards for the posting of notices and announcements of official business. All such notices and announcements must have the prior approval of the Company before being posted. **The Company will give and install two locked bulletin boards for Union notices.**

ARTICLE 17
SAFETY AND HEALTH

17.01 (a) Regardless of the number of employees, there will be a Health and Safety Committee. The Committee will comply with the regulations and provide the amenities required by the Occupational Health and Safety Act as it reads presently and as it may be amended during the time this collective agreement remains in effect.

The Committee is to consist of three representatives as appointed from the bargaining unit and three members of Management. The three bargaining unit employees will be appointed one from each shift. In the event there is a reduction in shifts. The three appointed members of the Safety Committee will continue as the health and safety representatives.

(b) The Company agrees that the first three (3) Union members of the Joint Health and Safety Committee will complete health and safety certified worker training by April 1995. All such certification training for the Union members of the Committee will be conducted by the Workers Health and Safety Centre.

The Company will pay the full cost of the training including lost time, course fees and materials and will reimburse for meals and travel expenses not paid directly by the Company.

Certification training will comply with the Occupational Health and Safety Act.

After initial training there will be at least one (1) Union and one (1) Management member of the Committee who are certified workers.

(c) The Company agrees to maintain adequate sanitary facilities throughout the plant. It further agrees to make reasonable provisions for the protection and safety of its employees during the hours of their employment. The Union agrees to assist the Company in enforcing all safety and health regulations.

(d) Employees who are injured at work and are sent home or to a hospital or a doctor because of such injury and are unable to return to work will be paid for the balance of the shift at their hourly rate, including overtime which the employee would have otherwise earned on that day.

(e) PLANT SAFETY GLASSES

The Company will provide plant safety glasses at no cost to an employee on his/her first day of employment and replacement safety glasses at no cost to an employee, due to job related damage and use.

(f) PRESCRIPTION SAFETY GLASSES

Prescription safety glasses will be provided to an employee following the completion of his/her probationary period and lenses may only be changed every one (1) year upon presentation of a specialist's or optician's order. During his/her probationary period the Company will not provide prescription glasses but will provide "cover-ups". **The Company will replace or repair prescription safety glasses due to job related damage.**

(g) SAFETY SHOES

The Company will provide an allowance as set out below to each employee who purchases

certified safety shoes or boots for wear at work. The allowance will only be paid once during each contract year. The employee must provide a bonafide receipt when requesting the safety shoe allowance.

Effective March 1, 1995 \$60.00

Effective March 1, 1998 **\$65.00**

Effective March 1, 1999 **\$70.00**

An account for Long-Mississauga employees will be set up through ISECO, Collins and Marks Work Warehouse whereby employees may purchase safety shoes for work.

Process Operators, Process Backup Operators and Maintenance Utility will receive reimbursement twice per contract year.

(h) Whenever it is deemed necessary by the Company employees will be provided with protective clothing. Currently, applicable gloves are supplied to all employees. Process Operators are supplied with coats, and mask. Maintenance Utility and Electrician employees are supplied with coveralls; Tool & Die Machinist and Press Set-up (Die Setters) are provided with coats, and Welders with glasses, aprons and helmets. As current supplies of coveralls/coats for Maintenance Utility and Electricians are replaced, the employees will be allowed a choice of coveralls or coats up to a five (5) set maximum. All other employees will be supplied with aprons upon request at no cost to the employee.

(i) The Company will provide employees with their employee copy of the Worker's Compensation Board Form 7.

ARTICLE 18
HOURS OF WORK

18.01 The normal work week shall consist of forty (40) hours of work made up of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

18.02 In accordance with Section 18.01 of this agreement the day shift of work for a single shift will be between 7:00 a.m. and 4:30 p.m., the shift hours for a double shift will be 7:00 a.m. to 3:30 p.m., and the afternoon shift will be 3:30 p.m. to midnight.

In the event that three shifts are scheduled then the hours of work will be:

7:00 a.m. to 3:00 p.m. for day shift

3:00 p.m. to 11:00 p.m. for afternoon shift

11:00 p.m. to 7:00 a.m. for midnight shift.

Shift for the purpose of this article must consist of a minimum of five employees before it is to be considered as a shift.

While the three shifts are in operation, each shift will have a twenty minute paid lunch break.

Hours of work for material handling, receiving and shipping may be between 8:00 a.m. to 4:30 p.m. Any exception to the above mentioned shifts and hours of work affecting the full shift involved will be discussed with the Union and agreed to by both parties.

18.03 New hires will be assigned to a shift no later than thirty (30) calendar days following their first day of work

18.04 The Company will grant a ten (10) minute rest period during each half shift. The Company shall grant a five (5) minute rest period to each employee who

works in excess of one (1) hour overtime beyond the end of his/her regular shift and at the Company's discretion, may be taken within fifteen (15) minutes of the end of his/her regular shift or prior to the end of the first fifteen (15) minutes of his/her overtime period.

18.05 This Article is not to be interpreted as a guarantee of hours of days of work.

ARTICLE 19 OVERTIME

19.01 The Company will distribute overtime as fairly as possible among those employees who normally perform the work requiring overtime provided that employees have been offered overtime assignments will be considered as having performed work for the purpose of equal distribution.

19.02 Overtime will be on a voluntary basis and will be equitably distributed among employees normally performing the work. When reasonably practical at least two (2) days notice of overtime will be given.

When a posting is used to canvass for overtime, the posting must remain clearly displayed for a minimum of **twenty-four (24)** hours.

All classifications required for overtime will be listed on the overtime posting and those volunteering for overtime must sign.

The successful applicants for overtime will be posted by the end of their regular shift Thursday for Saturday scheduled overtime, and by the end of their regular shift Friday for Sunday overtime.

19.03 The Company will maintain a record of overtime in accordance with **19.01** and **19.02** above by classification and employee seniority. The Union Committee will have access to these records upon request through the foreman. Any dispute arising out of the inequitable distribution of overtime shall be subject to the Grievance Procedure. An up to date record of overtime hours will be posted on the bulletin board.

19.04 (a) In the event of overtime work, the Chairperson of the Committee or the Committeeperson on the day shift and the Committeeperson on the afternoon shift or night shift shall be continued at work provided the Chairperson or Committeeperson is able and willing to perform the work required of him/her. The Company will, in no event, be required to have more than one of the Chairperson of the Committee or Committeeperson working overtime.

(b) In the event a Committeeperson, including the Chairperson, declines the overtime work opportunity under **19.04 (a)** he/she may appoint his/her alternate from among the employees in the plant who are to perform the overtime to be done provided that he/she is able and willing to do the overtime work required of him/her.

19.05 Employees may work additional hours per day per week if such additional hours are compensated for at the rate set forth below.

(a) Time and one half (**1-1/2**) will be paid for all time worked in excess of eight (8) hours in one work day.

(b) Time and one half (1-1/2) will be paid for all time worked on Saturday except that an employee whose regular shift starts Friday evening and extends into Saturday shall not be eligible for time and one half (1-1/2) premium pay for time worked on such shifts.

(c) Double time will be paid for all time worked on Sunday.

(d) Double time, in addition to the pay required under Article 23 below, shall be paid for all time worked on designated paid holidays.

(e) Employees, who work a regular scheduled shift that begins or ends on Saturday, Sunday, or a Statutory Holiday, as part of their regular scheduled shift will not be paid at overtime rates.

19.06 CALL IN PAY

A minimum of four (4) hours at straight hourly rate, or the applicable overtime rate for the actual length of time worked (whichever is the greater), will be paid to an employee recalled after having left the plant premises at the conclusion of normal working hours. Once the work for which the employee is called to perform has been completed, the employee shall be allowed to leave the plant provided his/her regular shift or scheduled overtime period has not begun.

19.07 REPORTING PAY

The Company shall, at all times, give employees advance notice that work is not available. Any employee not so notified who reports for work at his/her regular time shall be guaranteed four (4) hours pay at his/her applicable rate unless such cancellation is due to circumstances beyond the control of the Company such as fire or power failure.

**ARTICLE20
OFF-SHIFT PREMIUM**

20.01 (a) Effective March 1, 1996, a premium of fifty (50) cents per hour shall be paid for the afternoon shift and fifty-five (55) cents per hour for the night shift. **Effective March 1, 1998, shift premium for the afternoon shift will increase to fifty-five (55) cents per hour. Effective March 1, 1998, shift premium for the night shift will increase to sixty (60) cents per hour.**

(b) The above premium will be paid for all hours worked on the respective shifts, including overtime hours worked. The above premiums are not extended by time and one half (1-1/2) or double time.

**ARTICLE21
BEREAVEMENT ALLOWANCE**

21.01 (a) When bereavement occurs in the immediate family of the employee, the employee shall be allowed such time as may reasonably be needed and will be paid his/her basic straight time hourly rate of three (3) regular scheduled work days, excluding Saturday and Sunday, during the period beginning with the day of the death and ending with the day after the funeral. For the purposes of this Article immediate family shall mean **spouse**, father, father-in-law, mother, mother-in-law, stepparents, son, daughter, stepchildren, brother, sister, grandparents, grandchildren or grandparents of the employee's spouse.

(b) In the event of the death of a brother-in-law or sister-in-law, an employee will be paid his/her basic straight time hourly rate for one (1) regular scheduled work day for the day of the funeral.

(c) Where the Company requires proof of death, payment will be made and deducted from the third pay cheque following the absence if proof of death has not been submitted by that time.

**ARTICLE 22
JURY DUTY AND CROWN WITNESS**

22.01 Employees required to serve on jury duty and employees who attend Court as a subpoenaed witness (excluding OLRB or arbitration matters) shall be paid the difference between the straight time rate they would have earned and the amount they receive for jury duty or witness fee, as the case may be. The employee must present proof of each service and the amount of pay received from the Court.

**ARTICLE 23
PAID HOLIDAYS**

23.01 Eligible employees shall be paid for each of the following holidays for eight (8) hours multiplied by their regular hourly rate.

MARCH 1, 1997 - FEBRUARY 28, 1998

Good Friday - Friday, March 28/97
Victoria Day - Monday, May 19/97
Canada Day - Friday, July 4/97
Civic Holiday - Monday, August 4/97
Labour Day - Monday, September 1/97
Thanksgiving Day - Monday, October 13/97
Christmas - **New Year's**
Wednesday, December 24/97
Thursday, December 25/97
Friday, December 26/97
Monday, December 29/97
Tuesday, December 30/97
Wednesday, December 31/97
Thursday, January 1/98
Friday, January 2/98
Heritage Day - Monday, February 16/98

TOTAL - 15 Paid Holidays

MARCH 1, 1998 - FEBRUARY 28, 1999

Good Friday - Friday, April 10/98
Victoria Day - Monday, May 18/98
Canada Day - Friday, July 3/98
Civic Holiday - Monday, August 3/98
Labour Day - Monday, September 7/98
Thanksgiving Day - Monday October 12/98
Christmas - **New Year's**
Wednesday, December 23/98
Thursday, December 24/98

Friday, December 25/98
Monday, December 28/98
Tuesday, December 29/98
Wednesday, December 30/98
Thursday, December 31/98
Friday, January 1/99
Heritage Day - Monday, February 15/99
TOTAL - 15 Paid Holidays

MARCH 1, 1999 - FEBRUARY 29/2000

Good Friday - Friday, April 2/99
Victoria Day - Monday, May 24/99
Canada Day - Friday, July 2/99
Floater Day - Monday, July 5/99
Civic Holiday - Monday, August 2/99
Labour Day - Monday September 6/99
Thanksgiving Day - Monday, October 11/99
Christmas- New Year's
Thursday, December 23/99
Friday, December 24/99
Monday, December 27/99
Tuesday, December 28/99
Wednesday, December 29/99
Thursday, December 30/99
Friday, December 31/99
Heritage Day - Monday, February 21/2000
TOTAL - 15 Paid Holidays

23.02 In order to be eligible for holiday pay, an employee must have worked (30) days of his/her probationary period.

23.03 The employee must work on his/her scheduled last full work day preceding the holiday and on his/her scheduled first full work day after the day of observance of the holiday unless (a) he/she has been granted leave of absence or (b) is in receipt of sickness and accident insurance or Worker's Compensation for a continuous period of not exceeding one (1) year or (c) has worked a minimum of six (6) hours and is absent or late due to a bonafide emergency.

23.04 If a paid holiday occurs during an eligible employee's approved vacation period, such holiday will be added to his/her vacation period.

23.05 An employee who agrees to work and fails to work on any such holiday shall not be entitled to receive any pay for the holiday unless he/she gives satisfactory reason to the Company for his/her failure to work.

23.06 Each of the holidays shall be observed on the day upon which it falls unless otherwise declared by the Government of Canada or agreed to by the Company and the Union.

23.07 In the event that an employee is entitled to receive holiday pay and sickness and accident for the same day, then the amount of his/her holiday pay shall be reduced by the amount of the sickness and accident entitlement for that day.

23.08 In the event that an employee is entitled to receive holiday pay and Worker's Compensation for the same day, then the amount of his/her holiday pay shall be reduced by the amount of the Worker's Compensation entitlement for that day.

**ARTICLE 24
VACATIONS WITH PAY**

24.01 Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff and has less than one (1) year of service with the Company will receive a vacation based on one day per month of service to a maximum of ten (10) days at 4% of the total earnings he/she will have received during the twelve (12) months ending on the 30th day of June of that year.

24.02 Each employee, who on the 30th day of June in each year, is on the active payroll of the Company or is on layoff and has one (1) year but less than four (4) years of service shall be entitled to two (2) weeks vacation with pay equal to 4% of the total earnings he/she shall have received during the twelve (12) months ending on the 30th day of June in each year.

24.03 Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff and has on that date attained four (4) years of service but less than ten (10) years of service shall be entitled to a vacation of three (3) weeks with pay equal to 6% of the total earnings he/she shall have received during the twelve (12) months ending on the 30th day of June in each year.

24.04 Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff and has **attained ten (10) years of service** with the Company shall be entitled to a vacation of four **(4)** weeks with pay equal to **8%** of the total earnings he/she shall have received during the twelve (12) months ending on the 30th day of June each year.

24.05 Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff and has **attained twenty five (25) years of service** with the Company shall be entitled to a vacation of five (5) weeks with pay equal to **10%** of the total earnings he/she shall have received during the twelve (12) months ending on the 30th day of June each year.

24.06 For the purpose of computing the vacation pay of an employee who was in receipt of compensation under the Worker's Compensation Act or sickness and accident insurance under Article 25.02 (c) for any part of the year for which vacation is granted and who has received such Worker's Compensation or sickness and accident insurance for a continuous period of not exceeding one (1) year, the Company will calculate the vacation pay for such period at the employee's regular hourly rate multiplied by forty (40) hours for each week said employee was in receipt of benefits.

24.07 An employee who resigns or is discharged after June 30 in any year and before June 30 of the following year shall receive vacation pay for the period from June 30 of the preceding year to the date of termination at the percentage which would have been applicable had the employee continued to work until the next June 30.

24.08 All employees will be required to take their allotted vacations prior to February **28** or **29** in the following year.

24.09 The Company shall inform the Union by **April 1** of their intention to have a vacation shut-down. If work becomes available during an annual scheduled plant vacation the Company will provide the opportunity to work based on seniority.

Provided, that if an employee elects to work during the scheduled vacation period he/she must take his/her allotted vacation at a time that is mutually agreed upon, but in no event to be later than February **28** or **29**, of the next year after summer vacation period.

This will be provisional on the Company's ability to be able to maintain a workforce in accordance to its production requirements.

Employees wishing to change their vacation other than at a scheduled vacation period as posted must submit their request in writing by the deadline as set out in the notice.

24.10 Effective July 1, 1997 the Company will provide a running total of vacation pay on the pay slips of all employees.

24.11 Vacation pay will be paid when vacation is taken provided that it is taken in increments of one normal pay week effective April **1, 1997**.

24.12 Vacation pay accrued at the time of temporary lay off will be paid during the month of July.

**ARTICLE 25
GROUP INSURANCE**

25.01 The Company agrees to pay the full cost of the group insurance plan as set forth below, providing an employee is working on the day the insurance becomes effective. An employee is eligible for coverage under the group insurance plan on the first of the month after he/she has completed thirty (30) days of work.

If a paid holiday occurs while an employee is in receipt of sickness benefit he/she shall be paid such benefit for the day for which he/she receives holiday pay.

25.02 (a) Life Insurance effective;

March 1, 1997 **\$23,000**

March 1, 1998 **\$24,000**

March 1, 1999 **\$25,000**

(b) Accidental Death and Dismemberment Insurance effective;

March 1, 1997 **\$22,000**

March 1, 1998 **\$23,000**

March 1, 1999 **\$24,000**

(c) (i) Sickness and Accident Insurance of 66-2/3% of basic weekly earnings up to the maximum of **\$460** per week for a maximum period of fifty-two (52) weeks payable on the fifth (5th) day of sickness and on the first (1st) day of non-compensable accident or admittance as a bed patient or for day surgery *in* hospital.

(c) (ii) If the wage loss insurance plan qualifies for a premium reduction under the Wage Loss

Replacement plan provisions of the Unemployment Insurance Act Section, the full reduction will be used by the company to offset increased employee benefit costs negotiated for this collective agreement.

(d) Hospitalization under the Ontario Health Insurance Plan, effective January 1, 1972 (OHIP) and a Supplemental Plan that provides for semi-private hospital care for the employee and any eligible dependents. Effective March 1, 1992, full coverage for semi-private hospital care for the employee and eligible dependents will be provided.

(e) Prescription Drug Plan - the Company will provide eligible employees and their dependents with a 35 cent Deductible Drug Plan to provide for generic drugs except where the doctor specifies brand name.

(f) Section 25.02 (d) and (e) are subject to the rules and regulations from time to time issued under the Ontario Health Insurance Plan and to the terms of the respective contracts with the insurance carriers. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.

(g) The dental plan will provide for 100% basic service, and

The **orthodontal** benefit for employees and dependents will be payable at 50% to a lifetime maximum of \$1200.00 and/or major restorative benefits for a maximum payable of \$1200.00 in any twelve month period Effective **March 1, 1998 orthodontal benefit increases to \$1300.00** lifetime maximum payable; **major restorative increases to \$1300.00** annual maximum payable.

Pre-determination of expenses more than \$400.00 must be submitted to insurance carrier for prior approval.

The Dental Plan will pay claims on the basis of the O.D.A. schedule of fees in effect in each year of the Agreement.

(h) Vision Care plan which pays for prescription glasses; lenses; or contact lenses up to a maximum of \$150.00 per family member every 24 months. The Vision Care benefit will be paid yearly in the case of a required prescription change for; a preschool dependent, a dependent child under the age of 21 who is attending school, or a handicap dependent over the age of 21.

25.03 (a) All insurances with the exception of Sickness and Accident will be continued in force at the expense of the Company in the event of a layoff or personal leave of absence for the month following the calendar month in which the layoff or leave of absence occurs.

(b) Upon recall to work employees will be reinstated as of the day they return to work.

25.04 (a) All insurance will be in continued in force at the expense of the Company, in the event of any employee being in receipt of Sickness and Accident Insurance for fifty-two (52) weeks from the date he/she begins to receive such insurance. In the event that an employee receives full or partial disability benefit from Worker's Compensation and is not able to return to active employment because of the disability, the

Company will continue all insurances, excluding Sickness and Accident in force until the employee locates employment or a maximum of twenty four (24) months whichever comes first.

(b) If an employee continues on layoff with unbroken seniority beyond the period for which coverages are provided him/her under Section 25.03 (a) above, the said plans may be continued at the sole expense of the employee until he/she loses his/her seniority as provided in Section 12.02 (f).

25.05 If the Government of Canada or the Province of Ontario replaces or amalgamates any of the insurance coverage referred to in this Article and the Company is thereby relieved from payment of the cost thereof, the parties will negotiate other insurance in substitution for the insurance so replaced, the cost thereof to the Company in no event to exceed the cost of the insurance replaced.

JOB CLASSIFICATIONS AND WAGES

Classification		Effective	Effective	Effective
		February 1, 1997	March 1, 1998	March 1, 1999
Assembler	Start Rate	16.60	16.90	17.20
	30 Days	16.80	17.10	17.40
	60 Days	17.00	17.30	17.60
	5 Months	17.20	17.50	17.80
Material Handler	Start Rate	16.60	16.90	17.20
	30 Days	16.80	17.10	17.40
	60 Days	17.20	17.50	17.80
Production Welder and Repair	Start Rate	17.40	17.70	18.00
	30 Days	17.60	17.90	18.20
	60 Days	17.80	18.10	18.40
Sample Inspector	Start Rate	17.40	17.70	18.00
	30 Days	17.60	17.90	18.20
	60 Days	17.80	18.10	18.40

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JOBS CLASSIFICATIONS AND WAGES

Classification		Effective February 1, 1997	Effective March 1, 1998	Effective March 1, 1999
Process Operator	Start Rate	17.20	17.50	17.80
	30 Days	17.50	17.80	18.10
	60 Days	17.90	18.20	18.50
Furnace Operator	Start Rate	17.80	18.10	18.40
	30 Days	18.00	18.30	18.60
	60 Days	18.20	18.50	18.80
	5 Months	18.40	18.70	19.00
Lead Hand	Start Rate	17.80	18.10	18.40
Tool & Die Maker	Start Rate	21.15	21.45	21.75
	60 Days	22.05	22.35	22.65
Licensed Electrician	Start Rate	20.80	21.10	21.40
	60 Days	21.15	21.45	21.75

JOBS CLASSIFICATIONS AND WAGES

Classification		Effective February 1, 1997	Effective March 1, 1998	Effective March 1, 1999
Shipper/Receiver Stockperson	Start Rate	17.40	17.70	18.00
	30 Days	17.60	17.90	18.20
	60 Days	17.80	18.10	18.40
Maintenance Machinist	Start Rate	20.00	20.30	20.60
	60 Days	20.35	20.65	20.95
Maintenance Utility	Start Rate	19.50	19.80	20.10
	60 Days	19.85	20.15	20.45
Press Set Up Utility	Start Rate	19.50	19.80	20.10
	60 Days	19.85	20.15	20.45
Press Set Up Trainee	Start Rate	18.85	19.15	19.45
	30 Days	19.10	19.40	19.70
	60 Days	19.35	19.65	19.95
	6 Months	19.60	19.90	20.20
	12 Months	19.85	20.15	20.45

25.06 In cases where an employee is on Worker's Compensation for a period longer than two weeks and **the claim has been delayed**, the employee may opt to complete an S & A waiver form agreeing to reimburse the Company for all monies advanced or assigning the Worker's Compensation payments to the Company.

25.07 The Plant Committee will be provided with access to the master policies for insurance and benefit plans that pertain to this Collective Agreement. In addition, descriptive summaries of such plans will be provided to employees.

ARTICLE 26 JOB CLASSIFICATION AND WAGES

26.01 The Company agrees that the wage rates, set out in Schedule hereto, and which constitute a part of this Agreement, applicable to the respective classifications and on the respective dates listed therein shall be the wage rates during the term of this Agreement.

Among the activities, but not limited to, an assembler will operate the press, the staker, and will perform various work related to degreasing, furnace loading, leak testing, packing, the paint line, plating line, sub-assembly and assembly. The activities will be rotated among the assemblers.

26.02 An employee who is designated and assigned by the Company to be First Aid Attendant on a shift shall be paid an additional thirty (30) cents per hour. Such assignment or removal shall not be subject to the Job Posting or Grievance Procedures.

Should that employee be required for training, then that employee will be paid for time spent at his/her base hourly rate. Such training will be arranged by the Company.

There will be First Aid Attendants from each gender for each shift.

26.03 NEW CLASSIFICATION

Within fifteen (15) days of the establishment of an operation not classified in the schedule of this Agreement, the Company will negotiate a rate consistent with existing rates with the Committee and the occupational or classification summary and the grouping to which it will be assigned. If the parties are unable to agree, the Union may treat it as a grievance and be referred to an impartial umpire under Section 10.02. The Company shall advise the Chairperson, in writing, of the designation of such classification.

26.04 PENSION PLAN

Effective March 1, 1985, the pension plan as negotiated by the parties will be implemented recognizing past service for all employees and future service for employees who fulfill the requirements under the terms of the plan. The Pension Plan is not subject to the grievance procedure; however, should a dispute arise between the parties an unbiased third party will be appointed to evaluate the dispute.

**ARTICLE 27
PLANTCLOSING**

27.01 It is understood and agreed by the parties that in the event of permanent discontinuance of part or all of its business, employees who are covered under the terms of this agreement and who subsequently have their employment terminated as a result of this shall receive severance pay equal to his/her regular rate for a regular non-overtime work week multiplied by the number of full or partial years of employment with the Company to maximum of twenty six (26) weeks.

It is further agreed that for the purpose of this Article partial years shall be compensated on a pro-rata basis.

**ARTICLE 28
PAID EDUCATION LEAVE**

28.01 The Company agrees to pay into a special fund three (3) cents per hour per employee for all compensated hours effective March 1, 1994 for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union Functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union C.A.W., and sent by the Company to the C.A.W. Leadership Training Program, P.O. Box 897, Port Elgin, Ontario NOH 1C0, made payable to "C.A.W. Leadership Training Funds."



The Company further agrees that a member of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. An employee on paid leave of absence will continue to accrue seniority and benefits during such leave.

**ARTICLE 29
TERMINATION**

29.01 This agreement shall become effective **March 1, 1997**-and shall continue in effect until **February 29, 2000** and shall thereafter continue from year to year ~~unless either party gives notice in writing of its intention to terminate the agreement or to enter into negotiations for the purpose of amending the agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.~~

29.02 If notice of intention to amend is given in writing to Clause **29.01**, negotiations shall commence within such time as is reasonably convenient to both parties following such notification.

Executed by the duly authorized representatives of the parties on this 30th day of November, 1996.

FOR: LONG MANUFACTURING LTD.

GORD SHELLEY

MARY LOU SHUSHKEVICH

**FOR: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW - CANADA)**

JOE McCABE

DAVID SMITH

JODY SCHNEIDER

ROGER LEVESQUE

Revised November 28, 1996

Mr. Joe McCabe
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

**LETTER OF AGREEMENT –
DRUGS, ALCOHOL AND GAMBLING**

The Company, and the Union recognize that a workers' health and safety is of paramount concern to all parties.

It is clear that the consumption of certain drugs and/or alcohol may impair an employee's health and endanger his/her safety at the workplace, and sometimes endanger the public at large. While the Company and Union are committed to improving the well being of employees and maintaining a safe workplace, it is recognized that mandatory drug and/or alcohol testing is an unworkable and unreasonable means to achieve what is otherwise a desirable end – a safe and secure work environment and employee complement. Mandatory drug and alcohol testing is an invasion of a person's privacy and integrity. It is not a solution to concerns of substance abuse. It will not promote the kind of workplace the Company and the Union want. The Company and the Union are committed to dealing with problems of substance and **gambling abuse**

by means of workplace and public education, employee assistance programs, including **spouse** and dependents, and employee counselling.

Therefore, it is agreed that, prior to any introduction of legislated requirements in Canada, the Company will not introduce drug testing into the workplace.

Additionally, the Company and Union will continue the current Substance Abuse Programs with such improvements may **be** mutually agreed.

Yours truly,

Gord Shelley
Plant Manager

Mr. Greg Spencer
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT—CERTAIN TRAINING

This letter will confirm our agreement concerning certain training requirements within the plant. This is not a rule for all training which occurs.

If the Company establishes a need for training within a particular classification, then the Company will post such opportunity on the plant bulletin board. Such postings will be made in order to select employees who are interested in future training opportunities.

Training opportunities when required will be selected from and limited to the following classifications.

Process Operator
Sample Inspector
Shipping/ Receiver
Material Handler
Production Welder
Furnace Operation

Training opportunities in other classifications may be made available by mutual agreement between the Company and the Union.

An interested employee will only be successful in securing one training opportunity at any one time. Training opportunities will be filled by the most senior applicant.

If the employee selected has trained on the job and participated in classroom training sessions as required is deemed unable to perform the necessary requirements of the job, a meeting with the Union will be held before the employee is removed from this training opportunity.

Training opportunities will arise when there are no employees who have been previously trained by the Company.

Yours truly,

Ernie H. Lyon
Vice President & General Manager

Revised September 10/93
Peter Suter
Business Unit Manager

Mr. Greg Spencer
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

**LETTER OF AGREEMENT –
SEXUAL HARASSMENT**

The Company and the Union recognize that sexual harassment may be a problem in the workplace and are committed to preventing and ending it.

Any grievance involving an allegation of sexual harassment will be handled at Step 2 of the grievance procedure with all possible confidentiality.

In settling the grievance at Step 2 of the grievance procedure every effort will be made to deal with the harasser not the victim.

Yours truly,

Ernie H. Lyon
Vice President & Plant Manager

Mr. Greg Spencer
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT—WHMIS TRAINING

The Company agrees that WHMIS training will be provided to all new employees who have completed ninety (90) days of work. Such training will be a minimum of eight (8) hours, at Company expense.

The specific training content and schedule shall be designed by the joint Health and Safety Committee. This content will be reviewed by the CAW Health and Safety staff representative prior to implementation.

The CAW Health and Safety staff will provide assistance, information and co-ordination of the training program if requested.

Instructors shall receive training in the O.F.L instructors training program. All training shall be in a classroom setting and detailed records on the employees training will be kept.

Yours truly,

Ernie H. Lyon
Vice President & Plant Manager

Mr. Joe McCabe
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT – PENSIONS

This will confirm our agreement to amend the provisions of the pension plan dated May 3, 1985.

These amendments will be limited to the following:

- where the plan fails to meet the minimum requirements of the Pension Benefits Act
- to reflect increased benefit levels, namely:
 - for employees who retire prior to March 1, 1988 - \$6.00 per month per year of service;
 - for employees who retire on or after March 1, 1988 but prior to March 1, 1989 - \$8.00 per month per year of service;
 - for employees who retire on or after March 1, 1989 but prior to March 1, 1990 - \$10.00 per month per year of service;
 - for employees who retire on or after March 1, 1990 but prior to March 1, 1991 - \$12.00 per month per year of service;
 - for employees who retire on or after March 1, 1991 but prior to March 1, 1992 - \$13.00 per month per year of service;
 - for employees who retire on or after March 1, 1992 but prior to March 1, 1993 - \$14.00 per month per year of service;

- for employees who retire on or after March 1, 1993 but prior to March 1, 1996 - \$15.00 per month per year of service;
- for employees who retire on or after March 1, 1996 but prior to March 1, 1997 - \$16.00 per month per year of service;
- for employees who retire on or after March 1, 1997 but prior to March 1, 1998 - \$19.00 per month per year of service;
- for employees who retire on or after March 1, 1998 but prior to March 1, 1999 - \$20.00 per month per year of service:
- for employees who retire on or after March 1, 1999 - \$21.00 per month per year of service;
- mandatory participation immediately upon the employee's completion of the probationary period as contained in the Collective Agreement;
- retirement at age 65;
- any other amendments as may be mutually agreed between the parties.

The plan text covering amendments will be subject to the approval of both parties.

Yours truly,

Ernie H. Lyon
Vice President & Plant Manager

Revised November 30, 1996
Gord Shelley
Plant Manager

November 30, 1996

Mr. Gord Shelley
Plant Manager – Long Manufacturing

RE: PENSIONS

During the 1996 negotiations, the Company addressed the issue of alternate pensions, other than the defined benefit pension that has been in place since 1985.

The Union made a commitment to the Company to explore other options for pensions during the life of the 1997 - 2000 agreement.

This may result in a different form of pension during the next round of bargaining for a collective agreement.

Yours truly,

Joe McCabe
National Representative
CAW-Canada

March 1, 1991

Mr. Greg Spencer
National Representative
CAW
205 Placer Court
Willowdale, ON

Dear Mr. Spencer:

RE: NEW TECHNOLOGY

This letter will confirm our agreement that should an employee's job become obsolete as a result of new technology, the Company will make every reasonable attempt to retain that employee.

Yours very truly,

Ernie H. Lyon
Vice President & Plant Manager

March 1, 1991

Mr. Greg Spencer
National Representative
CAW
205 Placer Court
Willowdale, ON

Dear Mr. Spencer:

RE: RELOCATION

This letter is being written to confirm the Company's and the Union's understanding that if and when the Company relocates within a 25 mile radius of its existing facility at Ordan Drive, Mississauga, during the term of this collective agreement, the terms and conditions of the collective agreement will apply at the new location.

It is further understood that the Union will be given a minimum of 30 days notice in writing of the Company's intention to relocate.

Yours very truly,

Ernie H. Lyon
Vice President & Plant Manager

March 1, 1991

Mr. Joe McCabe
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT – DESK

This letter will confirm the Company's agreement to provide a desk, filing cabinet, and telephone for use by the Union Committee in a suitable area of the plant. **The Union will be given an appropriate location in the plant.**

Yours truly,

Peter Suter
Business Unit Manager

Revised November 29, 1996
Gord Shelley
Plant Manager

September 9, 1993

Mr. Greg Spencer
National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

**LETTER OF AGREEMENT
RE: MILLWRIGHT CLASSIFICATIONS**

If the Company establishes a Millwright classification, persons in that classification will not displace Maintenance Utility Persons in the employ of the Company as of September 9, 1993 from their position as Maintenance Utility or from their current shift during the term of this agreement.

Yours truly,

Peter Suter
Business Unit Manager

March 1, 1994

Mr. Greg Spencer
National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT

This letter will serve to confirm the Company and Union's agreement with respect to Engineers/Facilitators.

It is understood that these positions are required in order to facilitate the introduction of new equipment or the modification of existing equipment or processes to meet new or revised specifications. Inasmuch as Engineers/Facilitators perform duties which overlap with those performed by employees covered by the Collective Agreement, the Company recognizes the Union's concern with job security of its membership and the integrity of the bargaining unit.

The parties recognize the following:

- installation of new equipment enables the Company to produce new product lines and bring new jobs into the plant;
- much of the new equipment is unique and custom designed and therefore requires "debugging";

—many new customer orders are on such short advance notice that there is not always time to build, install and debug new equipment and, at the same time, provide complete training to bargaining unit employees without the "hands on" participation of Engineers/Facilitators.

As a result, it is agreed that the following will apply:

1. The Company will train bargaining unit employees in the ongoing maintenance and operation of new equipment.
2. The performance of bargaining unit work by Engineers/Facilitators will not adversely impact upon the job security of bargaining unit employees provided that this shall not prohibit a restructuring or reduction of the workforce as a result of the efficiencies achieved by the introduction or modification of equipment or processes.
3. The supervisory authority of Engineers/Facilitators, if any, shall be communicated to the bargaining unit and any conflicting instructions shall be management's responsibility to resolve.
4. The Company and Union will both monitor the work in question and will cooperate to achieve the joint objectives of training, security of bargaining unit jobs, introduction of new equipment and satisfaction of customer requirements all in an efficient manner.

Yours truly,

Peter Suter
Business Unit Manager

Revised November 30, 1996

Mr. Joe McCabe
National Representative
CAW Canada
205 Placer Court
Willowdale, ON
M2H 3H9

**LETTER OF AGREEMENT –
MEDICAL DOCUMENTATION**

The completion of any original Sickness and Accident form, return to work notes, request for alternate work or not able to work notes are the **responsibility** of the employee.

Any charges for additional medical reports requested by Great West Life or Long Manufacturing will be paid by Long Manufacturing.

Mary Lou Shushkevich
Human Resources Administrator

Revised- November 28, 1996

Mr. Joe McCabe

National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT—CHRISTMAS HOLIDAYS

The Company and the Union agree that if work becomes available during the annual Christmas shut-down, the Company will provide the opportunity to work based on seniority within classifications required.

The opportunity to work on all other paid holidays will be based on the overtime policy, except those covered by Article 24.09 of the collective agreement.

It is further agreed that production hours will be kept to regular shift hours except in the case of an emergency. The Union representative will be made aware of such a situation.

Yours truly,

Gord Shelley
Plant Manager

November 21, 1996

Mr. Joe McCabe
National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT - OUTSOURCING

The Company agrees not to outsource any major operations during the life of this agreement provided that high quality, high production, cost competitiveness, profitability, customer satisfaction and customer preference are **maintained**.

Yours truly,

Gord Shelley
Plant Manager

Revised November 28, 1996

Mr. Joe McCabe
National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT—INVENTORY

The Company and the Union agree that during the annual inventory the opportunity to work will be provided to the following classifications:

Die Setter
Sample Inspector
Material Handlers
Shipper/Receiver

In the event we require additional employees, the opportunity to work will be provided based on seniority.

The overtime policy will apply to those scheduled workers.

The overtime policy will not apply to those employees declining to work inventory.

Yours truly,

Gord Shelley
Plant Manager

Revised November 30, 1996

Mr. Joe McCabe
National Representative
CAW -Canada
205 Placer Court
Willowdale, ON
M2H 3H9

**LETTER OF AGREEMENT –
JOB VACANCY / TRANSFER**

If a job vacancy occurs within 3 months from the date of an employee's transfer to another shift/classification, the employee will be transferred back to their previous shift/classification with no requirement for a job posting.

This period may be extended by mutual agreement between the Company and the Union.

Gord Shelley
Plant Manager