

AGREEMENT

THIS 4TH day of November, 1997

BETWEEN:

AIMCO PRODUCTS

A DIVISION OF BRAKE PARTS CANADA INC.

ST. CATHARINES

hereinafter referred to as the "Company"

and

THE NATIONAL AUTOMOBILE,

AEROSPACE TRANSPORTATION AND GENERAL WORKERS UNION

OF CANADA

(C.A.W.-CANADA)

AND ITS LOCAL 199

hereinafter referred to as the "Union"

WITNESSETH -The parties hereto agree

as follows:




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ARTICLE I - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, wages, benefits and all other conditions of employment for all who are subject to the provisions of this Agreement.

ARTICLE II - RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agency with respect to wages, benefits, hours of work, working conditions and any matters affecting the health and safety for all those persons employed in the Company's manufacturing plants in St. Catharines, Ontario, in which the Union holds bargaining rights, but excluding technical staff, staff trainees, supervisors, persons above the rank of supervisors, accounting supervisor, industrial engineer, sales co-ordinator, buyer, and secretary to the human resources manager, security guards and students of a recognized university who are working on a co-operative plan.

ARTICLE III - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that within the framework of this Agreement, the Company reserves the right to: hire, discharge or suspend for just cause, layoff, demote, discipline, transfer or promote employees provided that any employee retains the right to lodge a grievance as hereinafter provided for. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary function of Management.
- 3.02 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 to make, alter, from time to time, rules and regulations to be observed by employees provided that, before publishing, any changes or additions to plant rules shall be explained in writing to the Plant Chairperson twenty-four (24) hours prior to their being put into operation and such rules shall not be inconsistent with the provisions of this Agreement.
- 3.03 Penalties arising out of the violations of plant rules or regulations will be subject to the rights of the employee under the grievance procedure as provided in this Agreement. Letters of warning

resulting from violation of plant rules or regulations will be removed from an employee's record twelve months after the date of issue provided there has been no further action issued for a violation of a similar nature, in which case both shall remain for the full twelve months from the last offence. At the time that a suspension is given for any progressive discipline, it is understood that it will remain for a period of 12 months. Suspensions which are not progressive discipline will remain for a period of 18 months in the employee's record.

ARTICLE IV - DISCRIMINATION AND INTIMIDATION

- 4.01 The Company or its representatives shall not discriminate, coerce or restrain any of its employees because of such employee's membership or lawful activity in the Union.
- 4.02 The Company and Union agree that there will be no discrimination, interference, restrictions, or coercion exercised or practised in respect to any employee by reason of age, marital status, sex, sexual orientation, race, creed, colour, national origin, political or religious affiliation, record of offenses (except as pertaining to bonafide job criteria), and disability.
- 4.03 The Company and the Union agree that there will be no intimidation, coercion or restraint exercised or practised upon employees of the Company by any of its members or representatives, and there will be no union activity, other than that which is permitted by this Agreement.
- 4.04 To comply with a law passed in the Ontario Legislature, that whenever the masculine gender is used in this Agreement, it shall include the feminine.

ARTICLE V - UNION SECURITY

- 5.01 All present employees covered by this Agreement who are members of the Union shall continue as such for the duration of this Agreement as a condition of employment.
- 5.02 All new employees covered by this Agreement shall become and remain members of the Union after thirty (30) days for the duration of this Agreement as a condition of employment.

5.03

- (a) During the life of this Agreement, the Company will deduct from the earnings of all employees in the Bargaining Unit initiation fees, where applicable, and dues laid down by the Constitution and By-laws of the Union. The amount of such deductions shall be determined by letter from the Financial Secretary of the Local Union to the Company, and such deductions shall be authorized on a prescribed form as shown in Article 5.04 of this Agreement. Whenever possible at the end of each calendar month, the Company shall remit by cheque to the Financial Secretary of the Local Union the total amount of the deductions made together with the list of names from whom the deductions were made. Also included will be the names of those in the Bargaining Unit for whom no deductions were made and the reason for non-deduction.
- (b) For the purpose of summer employment the Company may employ students who shall be maintained on a separate seniority list. Summer students shall not have seniority rights with respect to other employees, other than those on the student seniority list and their employment shall terminate with the loss of such rights prior to the second Monday in September. Students shall be entitled to holiday pay and have equal rights to all overtime. These students shall be required to pay union dues after thirty (30) days and an initiation fee after forty-five (45) days of work.

CLERICAL • SUMMER STUDENTS

The Company may employ students for the summer or for temporary increases in workload to a maximum of six (6) months or to fill in for temporary vacancies created by vacation, sickness, accident or leave of absences. They shall be hired at a rate of pay to be determined by the Company, but in no case no lower than Grade 1. Student employees will not be entitled to benefits nor shall they accrue seniority. Summer students shall have their employment terminated prior to the second (2nd) Monday in September. These students shall be required to pay union dues after thirty (30) days and an initiation fee after forty-five (45) days of work.

Non-clerical employees, either in the plant or on layoff, will be given the opportunity to apply for temporary clerical work through the clerical job posting procedure.

CLERICAL • TEMPORARY EMPLOYEES

Temporary employees are those employees hired to replace employees who are sick, pregnant, or on vacation for the period of absence. All conditions of this Agreement shall apply except that they will not be entitled to benefits nor shall they accrue seniority. In the event that a temporary employee becomes a permanent employee, a new probationary period may be worked. These temporary employees shall be required to pay union dues after thirty (30) days and an initiation fee after forty-five (45) days of work.

Non-clerical employees, either in the plant or on layoff, will be given the opportunity to apply for temporary clerical work through the clerical job posting procedure.

- 5.04 The following shall be the form of the "Authorization to Deduct Union Dues".

Date

To: Aimco Products
St. Catharines

I hereby authorize the Company to deduct initiation fees, where applicable, and regular monthly Union dues in the amount currently in effect according to the Union's Constitution. from my wages earned, and to remit same to the Financial Secretary of the Local Union.

Signed
Clock No.

- 5.05 In making such deductions, the Union agrees to defend and hold the Company completely harmless against all claims, demands and expenses, should any person at any time contend or claim the Company has acted wrongly or illegally in requiring an employee to execute an "Authorization to Deduct Union Dues" form and by beginning the deductions after thirty (30) days of employment.

- 5.06 Union dues deducted from employees wages will be shown on the employee's T-4 taxation slips.

ARTICLE VI • UNION REPRESENTATION

- 6.01 The Company will recognize a Plant Committee of a maximum of eleven (11) employees elected by the Union in a manner determined by the Union, one of whom shall be the Chairperson.

One of these Committeepersons shall be a Skilled Tradesman elected by the Skilled Trades and represent the same.

Not more than three (3) members of the Committee shall meet with Management at any one time.

The Committeepersons shall be distributed as follows:

2 per shift - Foundry
T.B.A. - Machining Department
1 Chairperson at large
1 any shift -Skilled Trades
2 any shift - Clerical/office

Should the number of shifts be reduced from three (3) to two (2) in the Machining Department for a period exceeding six (6) weeks, one (1) Committeeperson will be reduced accordingly from the Machining Department.

CLERICAL

The Company will recognize two (2) Committeepersons subject to the following:

- (a) Each Committeeperson shall be required to have at least one (1) year seniority.
- (b) Each zone Committeeperson shall be selected from and shall and shall represent the employees in the zone designated in accordance with the following:

Zone 1 - Plant
Zone 2 -General Office

- 6.02 The Company will also recognize five (5) alternate Committeepersons, selected by the Union who will serve the place of the above Committeepersons in their absence from the plant due to illness, injury, vacation or approved leave of absence.
- 6.03 A National Union representative and the President of Local 199, C.A.W., may be present and participate in any meeting of the Plant Committee and the Company.
- 6.04 The Union recognizes and agrees that Committeepersons have regular duties to perform in connection with their employment. Whenever the Plant Chairperson, Committeeperson or alternate

'Committeeperson has occasion to investigate or process a grievance, he must obtain prior permission from his own foreman and the foreman of the department concerned. Such permission will be granted without unreasonable delay. The Plant Chairperson shall be on steady day shift. In the absence of the Plant Chairperson, the Acting Plant Chairperson shall be on steady day shift, provided it is for a period of five (5) or more days.

- 6.05 A meeting between management and the Committee shall be held within three (3) working days after the request of either party for a meeting. A statement of all matters to be discussed shall be submitted with the request. The time limit mentioned above may be waived by mutual agreement subject to the availability of the parties.
- 6.06 Committeepersons shall be paid while investigating or processing grievances or at any meeting with Management during working hours at their regular job rate and at their average hourly earnings if an incentive worker, excluding overtime premiums.

If it becomes necessary that Committeepersons are required to meet with Management on off shift hours, the Company will pay for these hours at their regular job rate exclusive of overtime, with the exception of one (1) off-shift Committeeperson who will be paid at the premium job rate.

- 6.07 Members of the Union negotiation committee not exceeding five (5) in number shall receive a full eight (8) hours pay at their regular hourly job rate or average incentive rate, if an incentive worker, for time spent in negotiating amendments to the collective agreement up to but not including conciliation proceedings, provided that negotiations on that day commenced prior to 12 o'clock noon. Should a negotiation meeting commence later than 12 o'clock noon, they shall receive no more than four (4) hours pay at the above mentioned rates for time spent in negotiations on that day. Management will take necessary steps to ensure that the negotiating committee is on the day shift during these proceedings.
- 6.08 Any member of the Committee, after obtaining permission from Management, may enter the plant at any time during normal working hours for any good reason relating to the performance or application of any of the provisions of this Agreement. He may be accompanied by a Company representative.

- 6.09 The Union agrees to supply the Company with the names of the Committee and will keep such list up to date at all times.

ARTICLE VII - COMPANY REPRESENTATIVES

- 7.01 The Company will supply to the Union, and will keep up to date names, job titles and areas of responsibility of Company Personnel regularly concerned with the administration of this Agreement. The Company may appoint alternates from time to time and the Chairperson will be notified in writing.
- 7.02 Supervisory personnel shall not be permitted to perform work normally performed by an employee in the Bargaining Unit, except:
- (a) In an emergency when regular employees are not available, either by call-in or transfer.
 - (b) In the instruction and training of employees.
 - (c) In the performance of necessary work when difficulties are encountered on the job.

ARTICLE VIII - GRIEVANCE PROCEDURE

- 8.01 Definition of Grievance - "A complaint real or imagined by an employee".

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that the Supervisor shall first be given the opportunity of adjusting complaints verbally with the employee who will be accompanied by his Union representative. A verbal answer to the complaint will be given within one (1) working day.

- 8.02 **STEP 1:** If the verbal answer to the complaint is not satisfactory, the employee shall submit the complaint to his Committeeperson who shall present it in writing to the Supervisor. The written grievance must identify the specific article(s) alleged to have been violated. A written answer to the grievance will be given to the Union within forty-eight (48) hours of receipt of the grievance. No official of the Company will discuss in any manner the written grievance with the employee unless the employee is accompanied by a Union official.
- 8.03 **STEP 2:** If the decision at Step 1 is not satisfactory to the employee concerned and/or the Union, it may be appealed by lodging an appeal in writing to the Superintendent or Human Resources Manager (or his/her designate) through the Committeeperson within

three (3) working days following receipt of the answer. A meeting will be arranged between the Human Resources Manager (or his/her designate) and the Union Committee. Such meeting will take place within five (5) working days following receipt of the appeal. The grievor and/or witnesses may be present at this meeting at the request of either party. Management will give its written decision on the appeal within three (3) working days following the meeting.

- 8.04 STEP 3: ARBITRATION - Failing settlement, either party may notify the other in writing within seven (7) working days from delivery of decision at Step 2, of its intention to submit the grievance to arbitration and shall nominate an arbitrator. If the parties fail to agree on an arbitrator, the appointment shall be referred by either party to the Provincial Minister of Labour to name the arbitrator. The decision of the arbitrator shall be final and binding on both parties. The expense of the arbitrator, if any, shall be borne in equal shares by the Company and the Union and shares shall be paid directly to the arbitrator by each.
- 8.05 No matter shall be arbitrable which does not involve a question concerning the interpretation, application, administration or alleged violation of the Agreement. The arbitrator shall not have jurisdiction to alter, add to, subtract from, modify or amend any part of this Agreement and shall make no finding which is not supported by interpretation of the specific works of this Agreement. In respect to penalties involved, he shall be empowered to modify or set aside such penalties, if, in his opinion, it is just and equitable to do so.
- 8.06 No matter may be arbitrable which has not followed the normal steps of the grievance procedure outlined in this Agreement within the prescribed time limits.
- 8.07 An allegation by either party that the other party has violated or misinterpreted any of the provisions of this Agreement may be lodged in writing as a Policy Grievance to the Personnel Manager or Plant committee Chairperson, as the case may be. The written grievance must identify the specific article(s) alleged to have been violated. The grievance will commence at Step 2. Failing satisfactory settlement, the Policy Grievance may be appealed to an arbitrator as herein provided. It is expressly understood that the provisions of this Article may not be used by the Union to institute a grievance by an employee(s) which such employee(s) could themselves institute.

- 8.08 When an employee is dismissed or suspended, he will be given the opportunity, if he so desires, to have a private interview with the Plant Chairperson or his Committeeperson. The Plant Chairperson or his Committeeperson will be paid for the time spent. Where possible, the Company will inform the union of the decision to suspend or discharge an employee prior to such action being taken.
- 8.09 A claim by an employee that he has been wrongfully suspended or discharged for just cause shall be treated as a special grievance and commenced at Step 2 of the Grievance Procedure and a meeting will be held with the Company and Union within twenty-four (24) hours of the occurrence if a written grievance is presented to the Personnel or Plant Manager within the specified time. Failing settlement the grievance may then be submitted to arbitration as herein provided.
- 8.10 All incident reports or written warnings placed against the record of an employee shall only be given in the presence of his Committeeperson or the Plant Chairperson with a written copy to be given to the Plant Chairperson for record purposes only.
- 8.11 The Company will be under no obligations to consider or process any grievance which has not been presented within fifteen (15) working days after the cause of the grievance became known to the employee or the Union.

ARTICLE IX - STRIKES, STOPPAGES, SLOWDOWNS AND LOCKOUTS

- 9.01 Inasmuch as this Agreement provides orderly procedures for the settlement of employee grievances and the handling of other matters the parties agree that there shall be no strikes, stoppages, slowdowns and lockouts during the life of this Agreement, as provided by the Labour Relations Act of the Province of Ontario.

ARTICLE X - SENIORITY

10.01

- (a) Upon completion of forty-five (45) working days continuous employment with the Company, an employee shall be considered a seniority employee and his name shall be placed on the seniority lists. In this case, his seniority shall date back to his hiring date. An employee may also acquire seniority after forty-five (45) working days intermittent employment within any 12 month period and in this case, his seniority shall date from forty-five (45) working days prior

to the date on which he attains seniority. Until an employee is placed on the seniority lists, he shall be considered a probationary employee and may not grieve discharge, layoff, or termination unless the layoff, discharge, or termination is in breach of the Human Rights Code or any other applicable Statute. For purposes of this paragraph only a working day shall be defined as the successful completion of four (4) hours or more of actual work. Notwithstanding any other provision of this Agreement, discharge of probationary employees shall be at the discretion of the Company.

- (b) Where more than one employee is hired on the same day, seniority (in case of layoff) will be determined by the time of day hired.
- (c) Probationary employees disabled as a result of an occupational illness or injury compensable under the Workers' Compensation Act, and employees placed in a classification where he cannot be properly assessed to accommodate a physical limitation, shall be given full credit for all time actually worked towards seniority. Upon completion of forty-five (45) days actually worked, seniority will date from original date of hire.
- (d) The Company will notify the Plant Chairperson, in writing, weekly, of employees having completed the 45 days probationary period. A copy of payroll deduction authorization for union dues with the address and telephone number of the employee will be supplied to the Union within the next pay period.

10.02 A seniority employee may exercise seniority on a bargaining unit wide basis in accordance with the provisions outlined in this Agreement.

10.03 Up to date Seniority Lists shall be maintained monthly on notice boards where they can be seen by all employees.

A plant wide and Skilled Trades Seniority List will be supplied to the Chairperson in seven (7) copies each month.

The Company to send a copy of up to date seniority list, complete with names and addresses and clock numbers to Union Hall quarterly.

10.04 LOSS OF SENIORITY

Seniority rights will be lost, and employment will be terminated for any of the following reasons:

- (a) If he quits;
- (b) If he is discharged and the discharge is not reversed;
- (c) If he is absent from work for more than three (3) working days without notifying the Company, unless a satisfactory reason is given;
- (d) If he overstays a Leave of Absence for more than three (3) working days and fails to give a satisfactory reason for doing so;
- (e) If he fails to report to work within five (5) working days following the mailing of recall notice to his last listed address with the Company by registered mail or telegram. Notice will be given to the Union prior to the expiry date. An employee may be recalled by telephone or personal conversation. If he declares to, or in the presence of a Committeeperson, his intention of not returning to work, his seniority rights will be terminated and confirmation of this action will be sent to him by registered mail. This action may be waived by the Company in case of a disabling illness;
- (f) If the employee:
 - (1) Who has less than six (6) months of seniority, is on layoff for a continuous period of more than his accrued seniority at the date of layoff;
 - (2) Who has less than one (1) year of seniority but more than six (6) months seniority, is on layoff for a continuous period of more than one (1) year;
 - (3) Who has more than one (1) year is on layoff for a continuous period of more than his accrued seniority at the date of layoff;
 - (4) Who retired in accordance with the provisions of the pension agreement;
 - (5) Whose seniority has been broken in accordance with the provisions of this article shall be considered a new employee when rehired.

10.05 Employees who are transferred after November 5, 1979 from a position in the bargaining unit to a position outside the bargaining unit shall accumulate seniority for a period of six (6) months while in the excluded position. If he returns to the bargaining unit prior to the expiration of the six (6) month period he shall return to his original position.
If an employee works in a supervisory position for a total of six (6) months within any twelve (12) month period, their seniority in the Bargaining Unit shall cease to exist.

10.06 Any member of the Bargaining Unit holding office, cannot accept a position with Management until three (3) months after he has resigned from his Union Office or upon the completion of his term, unless he forfeits his seniority.

ARTICLE XI - LAYOFFS, RECALLS AND TRANSFERS

11.01 When there is a reduction in the working force (elimination of work or jobs), the following procedure shall be used:

- (a) All probationary employees shall be laid off first. This shall not apply to probationary employees in the skilled trades department;
- (b) Thereafter, employees shall be laid off in inverse order of seniority.

11.02

(a) An employee on notice of layoff, who elects to exercise seniority shall exercise seniority as follows:

- (1) Within his classification
- (2) Within his Department
- (3) Plant wide
- (4) For the purpose of application of this article the following will constitute departments:

Foundry Department - Labour Grade one through nine.
Machining Department - To be determined

It being understood that if an employee refuses to exercise his seniority in the order mentioned, he must take the layoff.

(b) An employee who does not choose to exercise his seniority rights in conformity with Article 11.02 (a) for an indefinite layoff shall only be recalled to his classification, unless such classification has been eliminated, in which case he would have recall rights plant wide.

- (c) An employee on layoff for a known duration of ten (10) days or less, may choose not to exercise his seniority and take the layoff, if so. he must take the entire layoff and return to his classification when the layoff time has elapsed, or exercise his seniority if his classification is not available.
- (d) In the event of a scheduled vacation and or maintenance shutdown employees may exercise their seniority for purposes of bumping into an open classification. Upon the conclusion of the above mentioned period all employees shall revert to their original position.

11.03 In the event of a layoff in the Foundry, seniority employees unable to exercise seniority into the Foundry will then have the right to exercise their plant wide seniority into the Utility classification and perform the work on the Paint Line. If they meet the entry qualifications outlined in Article 32.03, then they would be eligible to exercise their seniority into the Machining Department.

If they are unsuccessful at meeting the entry qualifications, they will retain their machining position until such time as an opening occurs in the foundry.

CLERICAL - LAYOFFS/RECALLS

11.04 In the event of a layoff of (3) working days or more, the following procedure will be followed:

- (a) The employee with the least seniority in the classification affected, including probationary employees, shall be subject to layoff first, providing the remaining employees are fully qualified to perform the work required, after they have been given a trial period of up to five (5) days.
- (b) The employee so displaced may bump into any available work for which he is qualified.
- (c) If no such work is available he shall displace the most junior employee in the clerical area whose job he is qualified to perform.
- (d) If no such work is available he shall be laid off.
- (e) No employee shall be allowed to displace an employee in a higher labour grade unless such employee has previously held the job or performs such job to the satisfaction of the Company after given a trial period of up to five (5) days.

Where the layoff is in conjunction with a two (2) week summer shutdown or a layoff that immediately precedes, follows, or is within the Christmas Holiday period, a period of one (1) week or more would have to exist before the Company would be required to follow the above procedure.

- f) During the periods mentioned in 11.04(e) second paragraph, where there is a reduction of non-union and clerical union employees, Switchboard Operator duties will, at the discretion of the Company, be performed by other clerical union employees not affected.
- 11.05 Employees who exercise seniority shall be given a trial period of up to five (5) working days to demonstrate their ability to perform the normal requirements of the job being performed by a less senior employee. During the employee's trial period, he shall be given adequate training in order that he may competently perform the requirements of the job.
- 11.06 Seniority may not be exercised to displace an employee from a job that is known to continue for only five (5) working days or less.
- 11.07 In the event of a layoff in accordance with Article 11.01 the Company shall give at least five (5) days notice in writing to the Union. Five (5) days written notice will also be given to the affected employee(s) prior to their leaving the plant on layoff.
- 11.08 When there is an increase in the working force after a layoff, the reverse order of procedure in Article 11.01 shall be followed.

When the employee's previous job is again open, he shall be given an opportunity to remain on his present job or transfer back to his previous job and his decision shall be final.
- 11.09 Before any new employees are hired seniority employees still laid off or transferred to lower paid jobs as a result of layoff shall first be offered employment in order of their seniority standings, provided they have the skill and ability to do the normal requirements of the job.
- 11.10 In the event of an employee incurring a disability, exception may be made to the seniority provisions of this Agreement in assigning such employees to a suitable job. These exceptions shall be by mutual agreement between Union Committee and the Company. It is

understood that any employee receiving this special treatment shall be subject to layoff and recall in line with his seniority.

Employees placed in a classification to accommodate a physical limitation can only exercise seniority privileges consistent with such limitation.

It is further understood that these employees should not be offered overtime work outside the previously agreed upon suitable job.

11.11 All Committeepersons and the Plant Chairperson will be treated as any other employee under Article XI until the point where they shall be laid off from the Plant. At this time, the following procedures will apply:

- (1) Regardless of seniority, the Plant Chairperson shall be kept at work on his job and failing this, he will be offered any vacant position:
 - (1) within his classification;
 - (2) within his department;
 - (3) plant wide.

- (2) The senior Committeeperson(s) identified in Article 6.01 will, for the purpose of retaining employment in the face of a layoff, have preferred seniority in a zone for representation so long as work is available to them:
 - (1) within their classification;
 - (2) within his department;
 - (3) plant wide.

Office Committeepersons shall be restricted to vacant positions within the office area.

In the event that no vacant positions exist, they will be offered a job assigned by management within the bargaining unit provided any bargaining unit work remains available.

11.12

- (a) When a condition exists that, due to circumstances beyond the control of the Company, a shortage of work causes a temporary layoff, no seniority rights shall be exercised by an employee during the balance of the shift.

No seniority rights shall be exercised by an employee against a junior employee on the opposite shift until one (1) day has lapsed beyond the end of the regular shift of the senior employee. Then, the employee will be given the option of exercising his seniority into another classification, or receive his average incentive earnings for a Company placement.

If this condition does not exceed five (5) working days, the employee must return to his previous classification. Any extension of this agreement may be amended by mutual consent.

These conditions shall be applicable only once during each pay period.

- (b) When an employee's machine goes down and he is placed on another machine in his classification, he will only receive incentive earned. If he is placed on a non-incentive job, he will receive the higher base rate. If he is placed on an incentive job in another classification, he will receive his average earnings for runtime hours only, provided the employee works at 100% standard. However, if the incentive earned for runtime hours is higher than his average, he will be paid for the incentive earned that day.
- (c) In the event an employee is displaced due to a scheduled maintenance and/or vacation shutdown, he will exercise seniority as follows:
 - 1) Within his classification
 - 2) Within his department (department is as defined per Article 11.02 (a),(4)).
 - 3) Plant wide

If an employee refuses to exercise his seniority in the above order, he must take layoff. All displaced employees will return to their original jobs at the conclusion of the maintenance and/or vacation shutdown.

11.13

- (a) A temporary transfer exists when an employee is temporarily assigned to a job outside his permanent classification because of increased work availability, employee replacement or when management determines that the need for work in one area outweighs the need for work in another area. Such a transfer may

not extend beyond thirty (30) consecutive work days, except for employees who are placed on a job for medical reasons, or who are replacing employees who are absent for medical reasons, or by the mutual consent of the Company and Union.

- (b) An employee temporarily transferred shall receive his regular average earnings or the average earnings of the new classification, whichever is the higher.
- (c) In the event an employee is temporarily assigned to three (3) or more classifications in any one day for a period in excess of 2 hours, the employee will receive the higher of the different rates for the whole shift.
- (d) It is understood that where there are temporary vacancies in the foundry, first consideration will be given to the senior Grinder Chippers on a shift basis who possess the ability to perform the needed work. Any known vacancy of more than thirty days duration will be filled by utilizing the recall provisions. If the vacancy cannot be filled following the above procedure, supervision will utilize its discretion in filling the vacancy in accordance with 11:13(a). For temporary vacancies only.

It is also understood that where temporary vacancies are filled as per the above procedure (excluding the recall provision), and downtime exceeding 4 continuous hours of the shift occurs, a senior employee displaced as a result of the downtime will be allowed to exercise seniority against a temporarily transferred employee. Any employee exercising seniority under this clause must have the requisite skills and abilities to perform the job.

All displaced employees will return to their former classification, when the absent employees returns to work or, at the end of the work week, or if their original position is required due to their own position becoming available, whichever comes first.

In the event that a temporary vacancy still exists at the start of the next week, his classification will again be temporarily filled by the manner provided for in this section.

The Company agrees to provide the necessary training to ensure all suitable and interested employees are adequately trained giving preference to senior employees plant wide.

ARTICLE XII - JOB POSTINGS

12.01 Whenever promotions, new jobs or vacancies, other than those of a temporary nature not exceeding thirty (30) days occur in the Bargaining Unit, notices of such job openings shall be posted on the plant bulletin boards for a period of three (3) working days.

12.02 Applications to fill such promotions, new jobs or vacancies shall be made on forms supplied by the Company and available from the supervisor or Personnel Department within the said three (3) working days. These forms shall be completed in duplicate and signed by the foreman, one copy to be placed in a locked job application box and one copy to be given to the Union.

12.03

(a) The job posting shall state the job classification, labour grade, the shift, the rate of pay for the job and the effective starting date of the job. Should the effective starting date be delayed for reasons beyond the control of the Company, the new effective starting date will be agreed upon between the Company, the Union and the successful bidder.

(b) When more than one (1) job is posted within the same time period, and an employee bids on more than one (1) of the jobs, he shall indicate his order of preference (i.e. 1, 2, 3, etc.)

12.04 Decision to fill such jobs shall be made in favour of the applicant with the greatest seniority who has the ability to perform the requirements of the job; he shall be given up to five (5) days trial period in which to prove his ability. Applicants who fail shall be returned to their former job. This does not apply to skilled trades.

Employees placed in a classification to accommodate physical limitation can only exercise job posting privileges consistent with such limitation.

As a rule, the Company will give consideration to the senior employee already within the classification who requests the assignment, subject to skills and ability, prior to posting the position.

12.05 The Company may be free to fill a vacancy immediately with current employees whenever possible and no grievance may be filed regarding the filling of the job temporarily while the job is being filled

by the job posting procedure. Any employee who is temporarily filling the job shall be paid the higher of the two rates and have the right to grieve such transfer.

- 12.06 A successful applicant (one who has qualified as in Article 12.04) may not bid again for a posted job until six (6) months have elapsed. However, an employee may post to a higher classification in a situation involving the installation of new equipment. Any further exceptions to this may be made only by mutual agreement.
- 12.07 Only seniority employees may make application to fill such posted vacancies.
- 12.08 The name of the successful applicant will be posted on the plant bulletin board within seven (7) days of the job posting.
- 12.09 Promotions, new jobs, or vacancies shall not be posted in the following cases:
- (a) Where any employee, either on layoff, but about to be recalled, or currently in the plant, has recall rights to the job. Recall rights to a job are defined as the bid position previously held by an employee prior to being bumped or displaced from the job.
- 12.10 When an open job which is posted and filled by a successful bidder creates a second and third job, the second and third job will be posted for a period of two (2) working days. Any open job(s) created as a result of filling the second and third job openings shall not be posted and shall be filled in any manner the Company sees fit. However, as a rule, the Company will give consideration to the senior employee who requests the assignment, subject to skills and ability.

CLERICAL JOB POSTING

12.11

- (a) The Company agrees to post permanent job vacancies above the level of Labour Grade 1 for three (3) days. Seniority employees in a lower labour grade may make application for such vacancies as they become available.

- (b) In considering applicants the Company will give consideration to the following factors:
 - 1) The employee's skills, qualifications and related experience.
 - 2) The employee's seniority.
Where the factors set out in (1) and (2) are relatively equal in the judgement of the Company, the applicant with the greatest seniority will be given preference. Nothing contained herein shall require the Company to choose any of the applicants, if, in the judgement of the Company, they are not qualified for the job. Nothing contained herein shall require the Company to fill any vacancy.
- (c)
 - 1) Employees in the Bargaining Unit will be notified of subsequent vacancies, as a result of the job posting procedure, by way of a notice on the bulletin board and interested and qualified applicants will be given first consideration..
 - 2) Any vacancies not filled as a result of the job posting procedure may be filled in any manner the Company sees fit.
- d) Successful job applicants shall not be able to post for another position for at least nine (9) months. Any unusual circumstances will be reviewed by both parties.
- e) At the time of layoff Article 11.04 (b) shall take precedence over this Article.
- f) An employee promoted into a new position will be given a trial period of up to five (5) days and his former position may be filled temporarily during this period, The Company shall move the employee back to his original position if the employee is unable to perform the job function satisfactorily at the end of this period. During the employee's trial period, he shall be given adequate familiarization in order to determine whether or not he can satisfactorily perform the normal requirements of the complete job.

ARTICLE XIII - NEW CLASSIFICATIONS

- 13.01 Improvements in machines and production methods from time to time may necessitate the addition of job classifications that were not in effect when this Agreement was negotiated. When such action becomes necessary, the following procedure shall be used:

- (a) The Company will deliver to the Union a description of the job to be performed together with a proposed interim job rate.
- (b) The job will be posted and filled in accordance with the provisions of Article 12 of this agreement.
- (c) The Union may dispute the interim job rate within ten (10) working days in writing to the Human Resources Manager. If no communication from the Union has been received within this time limit, the rate shall become established and added to the Agreement.
- (d) Should the rate be disputed, a meeting will be held between Management and the Union within seven (7) days of the receipt of the dispute to negotiate a rate. This may proceed to arbitration if necessary. The negotiated rate shall then be added to the Agreement. Any change from the interim rate shall be backdated to the time that the job commences.

CLERICAL-WAGES

- (a) Wage rates set out in Schedule "D" shall form part of this agreement.
- (b)
 - 1) Progression within the range of each job classification shall be based upon length of service within the classification in accordance with Schedule "D". The Company has the right to place an employee at an advanced rate within the classification progression.
 - 2) The Company may withhold an employee's progression within the range in the event that the employee's performance is not satisfactory. The Company will notify the employee and the Union as to its reasons for withholding the progression.
- (c) New Classifications - Clerical
Should the need arise to establish a new classification not listed in Schedule "D", the following procedure shall apply:
 - 1) The Company will provide the Union with a description and title of the job to be performed together with an interim rate.
 - 2) The Union may dispute the interim rate within ten (10) working days in writing to the Human Resources Manager. If

no communication is received from the Union within the time limit, the rate shall become established and added to the Agreement.

- 3) Before being filled, the job will be posted in accordance with the provisions of Article 12 of this Agreement.
- 4) Should the rate be disputed, a meeting will be held between Management and the Union within seven (7) days of receipt of the dispute to negotiate a rate. This may proceed to arbitration if necessary. The negotiated rate shall be added to the Agreement. Any changes from the interim rate shall be backdated to the time the job commenced.

CLERICAL - TEMPORARY TRANSFERS

An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay;
- (b) If the transfer is for the convenience of the employee, or to enable him to avoid layoff, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate.

ARTICLE XIV - HOURS OF WORK

14.01 The regular work week shall consist of five (5) days per week and eight (8) hours per day.

On a two (2) shift operation the first shift of the regular work week shall commence at 7:00 a.m. Monday and end at 3:30 p.m. the following Friday. The second shift of the regular work week shall commence at 3:30 p.m. Monday and end at 12:00 midnight the following Friday.

On a three (3) shift operation the third shift of the regular work week shall commence at 11:00 p.m. Sunday and end at 7:00 a.m. the following Friday. The first shift of the regular work week shall commence at 7:00 a.m. Monday and end at 3:00 p.m. the following

Friday. The second shift of the regular work week shall commence at 3:00 p.m. Monday and end at 11:00 p.m. the following Friday.

Changes to the above can be only made with the agreement of the Union Committee.

14.02 Regular starting/quitting times will be as follows:

- (1) One and Two Shift Operations
 - First Shift 7:00 a.m. to 3:30 p.m.
 - Second Shift 3:30 p.m. to Midnight
- (2) Three Shift Operations
 - First Shift 7:00 a.m. to 3:00 p.m.
 - Second Shift 3:00 p.m. to 11:00 p.m.
 - Third Shift 11:00 p.m. to 7:00 a.m.

14.03 The Company may, however, schedule certain employees required for start-up and shutdown purposes to begin their shift earlier or later than the starting times referred to in Article 14.02.

There will not be more than 15 percent of the work force assigned to these off-shift hours at any one time.

A list of these jobs shall be made available to the Committeeperson.

If it becomes apparent that the 15 percent figure mentioned above is insufficient for Company requirements, it will be mutually agreed by both parties to extend this provision.

14.04 Employees working on a two (2) or three (3) shift basis shall be rotated every week unless otherwise mutually agreed upon.

CLERICAL

The normal work week will be Monday through Friday. For employees on a forty (40) hour week the present normal starting and quitting times are:

- 7:00 a.m. - 3:30 p.m. with a one-half (1/2) hour unpaid lunch.
- 3:30 p.m. - 12:00 midnight with a one-half (1/2) hour unpaid lunch.

For employees on a thirty-seven and one-half (37 1/2)hour week the normal starting and quitting times are:

8:30 a.m. - 5:00 p.m. with a one (1) hour unpaid lunch.

For employees on a three (3) shift operation the normal starting and quitting times are:

7:00 a.m. - 3:00 p.m. with a (20) minute paid lunch

3:00 p.m. - 11:00 p.m. with a (20) minute paid lunch

11:00 p.m. - 7:30 a.m. with a (20) minute paid lunch

The foregoing starting and quitting times may be varied by the Company by up to one (1) hour in either direction.

14.05 Every endeavour will be made to change the shift schedules by the end of the prior work week. However, in situations in which the Company has no control, schedule changes could be made up to two (2) hours prior to the start of the work week. If changes are made at other times, one and one-half times the employee's regular earned rate will be paid for all hours worked outside of the employee's previous regular scheduled hours until the start of the next week, except for those changes required by employee request and shift changes necessary when an employee is exercising seniority on layoffs or filling job vacancy for which he was the successful applicant.

14.06 Any change in established shift hours shall be by mutual agreement.

14.07 **Lunch Periods** - Employees will take lunch periods as follows:

(1) One and Two Shift Operations

(a) First Shift - 7:00 a.m. to 3:30 p.m. A thirty (30) minute unpaid lunch period to be taken as scheduled weekly between the hours of 11:00 a.m. and 12:00 noon.

(b) Second Shift - 3:30 p.m. to 12:00 midnight. A thirty (30) minute unpaid lunch period to be taken as scheduled weekly between the hours of 7:30 p.m. and 8:30 p.m.

(2) Three Shift Operation

Each employee working on a three (3) shift operation will be entitled to a twenty (20) minute paid lunch period at times designated, by the Company.

- (3) Permanent Third Shift - 11:00 p.m. to 7:00 a.m.
A twenty (20) minute paid lunch period between 3:00 a.m. and 3:20 a.m.
- 14.08 **Rest Periods** - All employees will take two ten (10) minute rest periods during a regular eight (8) hours shift, as scheduled by the Company. Employees shall not be required to take their rest periods to compensate for machine or equipment down time unless such down time is within ten (10) minutes of their scheduled rest period.
- 14.09 **Washup Periods** - All employees will take two five (5) minute washup periods per shift, one prior to the lunch period and one at the end of the shift.
- 14.10 **Late Starting** - Late starting up to three (3) minutes will not be taken into account when calculating pay.
- 14.11 **Reporting Allowance** - In the event that an employee reports for work on his scheduled shift, without having been previously notified not to report, he will be given at least four (4) hours work at his regular rate of pay or if no work is available, he will be paid the equivalent of four (4) hours at his regular rate of pay in lieu of work. This clause shall not apply when a plant shutdown is caused by exceptional circumstances such as fire, flood, utility failure, or act of Nature. In such an eventuality, the Company will take all reasonable steps to notify the employee of the plant shutdown.

ARTICLE XV • OVERTIME

15.01 Premium overtime shall be paid on the following basis:

Time and one-half:

- (a) For all hours worked over eight (8) hours in any one (1) day, "seven and one-half (7 1/2) hours per day where applicable for Clerical employees", except when the Company sends an employee home due to a machine breakdown and union leave for meetings that have been previously requested and approved.

It is not the intention of the Company to utilize the above language in conjunction with Article XIV to deprive employees of overtime.

- (b) For all work performed on Saturdays, and after eight (8) hours at double time.

- Double time:**
- a) For all work performed on Sundays
 - b) For all hours worked Monday through Friday in excess of twelve (12) hours per day. For all hours worked on Saturday in excess of eight (8) hours.

Monday to Saturday inclusive, an employee on incentive work and who works two (2) hours or less of overtime shall receive premium overtime on his hourly job rate only, and straight time on his incentive earnings. Should the two (2) hours overtime on incentive work be exceeded in any one day, the employee then shall receive the premium overtime for all the overtime hours in that day based on his average hourly earnings for that day.

15.02

- a) Overtime will be distributed equally among the employees normally performing the work. As a rule, overtime shall first be offered to the employee with the lowest amount of overtime hours. The Company will post the maintenance helpers rotating overtime list at the Supervisor's office by Wednesday of each week. All overtime shall be on a voluntary basis. The Company will maintain an up-to-date list of overtime hours charged to all employees and such list shall be posted at the Supervisor's office. The overtime list shall be brought up to date on Thursday of each week.
- b) For the purpose of distributing weekend overtime, outside the normal classification, to work as maintenance helpers only, the Company will offer the overtime to the seniority employee who has not been previously scheduled to work. The Company will post the maintenance helpers rotating overtime list at the Supervisor's office by Wednesday of each week. Upon acceptance or refusal, the employee's name will be crossed off the rotating overtime list. Such overtime, worked or refused, will not be charged to the employee's normal job sharing classification. Once the list has been completed to the low seniority employee, this procedure will be repeated.

If an employee is missed on the above list, he will be offered weekend overtime on the next weekend that he is not working in his classification.

Failure to rectify as stated above will result in payment

- (c) Whenever practical, notification of weekend overtime will be given to all employees by midnight of each Thursday.
- (d) If an employee is notified of weekend and statutory holiday overtime after his lunch break on Friday and refuses the overtime, those hours will not be charged as hours worked.
- (e) If an employee is asked to work weekend overtime in his classification prior to the lunch break on the preceding Friday, and accepts or refuses, he will not be eligible for out-of-classification weekend overtime. Also, if an employee is asked and accepts out-of-classification weekend overtime, and later is asked to work in his classification, he must work in his classification provided he was asked prior to the lunch break on the preceding Friday.

If an employee is asked and has accepted out-of-classification weekend overtime and then is asked to work overtime in his own classification after his lunch break on Friday, he will be given the option to work either in his own classification or out of his classification.

- (f) If overtime is offered and the employee starts work and then the overtime is cancelled, the employee will receive either work for the hours offered or pay in lieu of up to a maximum of 4 hours, at the appropriate rate.

If after the shift, overtime is offered and then cancelled less than an hour before the overtime was scheduled to start, the employee will receive either work for hours offered or pay in lieu of up to a maximum of 4 hours, at the appropriate rate.

15.03 When an employee is notified before the regularly scheduled lunch period that the time of the lunch period will be delayed, he shall be paid time and one half his job rate for the regular lunch period and allowed a lunch period later in the shift.

15.04 In January of each year, the overtime record of employees in each overtime sharing group with the least total overtime credited shall be reduced to zero and the total overtime credited to each employee in the group shall be reduced by the number of hours cancelled for the employee(s) whose record is reduced to zero.

15.05

- (a) Employees entering an overtime sharing group as the result of being a new hire, permanent transfer or successful job applicant, shall be credited with the average recorded overtime hours of the group.
- (b) Employees returning from vacation, leave of absence, illness or Workers' Compensation will be charged overtime hours during the period of absence only if they were eligible to work. Overtime caused by a person missing a shift(s) for any of the above reasons, shall be charged against that person if his hours are lower than anyone offered overtime to cover for him.
- (c) Employees returning from layoff, or suspension shall be charged the average overtime hours recorded in their group during the period of absence.
- (d) Skilled Trades employees who receive on the job training on overtime, will be charged accordingly.

15.06 Any employee who declines overtime work offered to him whether he be in the plant or contacted personally by phone shall be charged with the overtime hours as if he worked. A Committee person will be present when phone calls are made. If a Committee person is not available, an available hourly employee will be present.

An employee who accepts overtime prior to a regularly scheduled work day and fails to notify the Company at least one (1) hour prior to the starting time will be subject to the Attendance Program.

15.07 The Company will agree to equalize all overtime to a maximum leeway of twenty-eight (28) hours differential within his overtime sharing group. An employee will be charged 1-1/2 times the number of overtime hours offered or worked for time and one half overtime and 2 times the number of overtime hours offered or worked for double time overtime.

Nothing in this clause shall be construed to mean that Maintenance work continuity during a weekend or long weekend shall be interrupted due to overtime equalization.

15.08 Failure to offer overtime to the available employee with the least credited overtime of those normally performing the work as outlined in Article 15.07 shall be rectified by the payment to such employee

as though he had worked the overtime unless another suitable means of settlement is mutually agreeable to the parties.

If an employee refuses to work three or more consecutive weekend overtime opportunities, and is subsequently overlooked for a weekend opportunity, he will only be entitled to makeup overtime as a remedy. If the Company fails to offer him such overtime opportunity within one(1) week the remedy shall be payment as if he had worked, or some other means of settlement mutually agreeable to the parties.

15.09 There will be a ten (10) minute paid rest period immediately prior to the commencement of overtime at the end of a regular scheduled shift, provided the overtime will be at least two (2)hours in duration

Employees working more than two (2)hours of overtime immediately after an eight (8) hours shift will receive a meal allowance of eight dollars and fifty cents (\$8.50)if they were not advised of the overtime on or prior to the previous day.

15.10 The Company will not be required to offer, nor will request, more than sixteen (16)hours of continuous work either in overtime or a combination of regular and overtime hours except in emergency situations. If the employee declines additional hours of work beyond sixteen (16)hours, he will not be charged for these additional hours

15.11 **Call-In-Allowance** -An employee who has completed his shift, and having clocked out and left the premises, is then asked to return to work overtime, shall receive a minimum of four (4)hours work or pay for work at the appropriate overtime rate for such additional work.

15.12 Overtime will be offered to Skilled Trades employees before being awarded to outside contractors. This applies to work normally performed by Skilled Trades employees. Any exceptions to the above will be by mutual consent.

ARTICLE XVI - SHIFT PREMIUM

16.01 In the event of more than the First Shift being necessary, employees on the other shift or shifts shall be paid a shift premium as follows

(a) On Second Shift, where major portion of the hours are worked between 3:30 p.m. and midnight, fifty-five (55)cents per hour.

- (b) On the Third Shift, where major portion of the hours are worked between 11:00 p.m. and 7:00 a.m., sixty-five (65) cents per hour.

ARTICLE XVII - VACATIONS

17.01 An employee shall be entitled to a vacation and vacation pay on the following basis:

- (a) Employees with less than one (1) year of service, as of the cut-off date of June 30, will be entitled to a vacation and vacation pay in accordance with the provision of the current Employment Standards Act.
- (b) Employee with more than one (1) year and less than four (4) years of service, as of the cut-off date of June 30, will received two (2) weeks vacation with pay or 4% of the previous vacations year's earnings.
- (c) Employees with four (4) or more years of seniority, as of the cut-off date of June 30, will received 6% of their gross annual earnings or three (3) weeks vacation with pay.
- (d) Employees with twelve (12) or more years of seniority, as of the cut-off date of June 30, will receive 8% of their gross annual earnings or four (4) weeks vacation with pay.
- (e) Employees with eighteen (18) or more years of seniority, as of the cut-off date of June 30, will receive 10% of their gross annual earnings or five (5) weeks vacation with pay.

The qualifying period for all vacations is the prior July 1st to June 30th of the vacation year. Employees must work a minimum of 1200 hours during the qualifying period to be eligible for the above mentioned period of vacation with pay at their job rate or the appropriate percentage, whichever is greater. Employees working less than 1200 hours during the qualifying period will be paid the appropriate percentage of earnings only. Employees taking vacation between January 1 and June 30 will be paid the appropriate percentage. After June 30, adjustments will be made where required for qualified employees.

Employees who received Workers' Compensation or Weekly Indemnity during the qualifying year will have this period during which such payments were received counted toward the qualifying

1200 hours, provided the employee worked at least three (3) months during the period July 1 to June 30 of the qualifying year in question.

A vacation bonus of \$10.00 per year of services will be paid to employees with 25 years of service or more. This will be paid with the normal vacation pay as a lump sum.

17.02 An employee whose service is terminated shall receive vacation pay in accordance with the provisions of the Employment Standards Act.

17.03 Employees shall receive vacation pay at the time or times the vacation is taken.

An employee who ceases to be employed by the Company shall receive his vacation pay within ten (10) days after date of cessation of employment.

17.04

(1) Vacations shall be scheduled by the Company. The vacations shall be during the months of July and August each year during the plant shutdown period. The vacation shutdown period will be posted by the Company no later than April 1st or sooner if possible. Within a classification, senior employees will be given preference over junior employees to work if required during the plant shutdown period, with the exception of new employees with no vacation entitlement.

(b) Vacation shall normally be taken during the plant shutdown period. Employees with vacation entitlement in excess of the plant shutdown period to a maximum of 3 weeks, will be given preference on a seniority basis, when scheduling their remaining vacation.

(c) It is expressly understood that vacations will not be taken during the vacation shutdown period by the Skilled Trades Department. However, considerations may be given to employees in the Skilled Trades classification which have four (4) or more employees and will be limited to one (1) per classification, preference will be on a seniority basis and notice of such vacation shall be received by the Company not later than April 30th of each year.

17.05 All employees must take their entitled vacation by December 31st, of each year.

ARTICLE XVIII - PAID HOLIDAYS

18.01 Seniority employees eligible under the provisions of 18.04, shall receive without working, pay for the holiday. Holiday pay shall be eight (8) hours pay for all holidays. The rate of holiday pay shall be the employee's regular job classification rate (excluding shift and overtime premiums) if a non-incentive worker, or at his average hourly earnings (excluding shift and overtime premiums), for the average of the preceding three (3) pay periods, if an incentive worker.

Paid holidays will be observed only as spelled out with no option for change.

(a)	1997 - 1998	FIRST YEAR	
	Wednesday	December 24, 1997)	
	Thursday	December 25, 1997)	
	Friday	December 26, 1997)	Christmas
	Monday	December 29, 1997)	Holiday
	Tuesday	December 30, 1997)	Period
	Wednesday	December 31, 1997)	
	Thursday	January 1, 1998)	
	Friday	April 10, 1998	Good Friday
	Monday	May 18, 1998	Victoria Day
	Friday	July 3, 1998	Canada Day
	Monday	August 3, 1998	Civic Holiday
	Monday	September 7, 1998	Labour Day
	Monday	October 12, 1998	Thanksgiving Day
(b)	1998 - 1999	SECOND YEAR	
	Thursday	December 24, 1998)	
	Friday	December 25, 1998)	
	Monday	December 28, 1998)	Christmas
	Tuesday	December 29, 1998)	Holiday
	Wednesday	December 30, 1998)	Period
	Thursday	December 31, 1998)	
	Friday	January 1, 1999)	
	Friday	April 5, 1999	Good Friday
	Monday	May 24, 1999	Victoria Day
	Friday	July 2, 1999	Canada Day
	Monday	August 2, 1999	Civic Holiday
	Monday	September 6, 1999	Labour Day
	Monday	October 11, 1999	Thanksgiving Day

(c) **1999 - 2000**

THIRD YEAR

Friday	December 24, 1999)	
Monday	December 27, 1999)	
Tuesday	December 28, 1999)	Christmas
Wednesday	December 29, 1999)	Holiday
Thursday	December 30, 1999)	Period
Friday	December 31, 1999)	
Monday	January 3, 2000)	
Friday	April 21, 2000	Good Friday
Monday	May 22, 2000	Victoria Day
Monday	July 3, 2000	Canada Day
Monday	August 7, 2000	Civic Holiday
Monday	September 4, 2000	Labour Day
Monday	October 9, 2000	Thanksgiving Day

18.02 An employee who is on vacation at the time of a plant holiday shall be paid for such holiday and will extend his vacation for each plant holiday during his vacation.

18.03 In addition to the plant holiday pay as provided in 18.01, employees required to work on the paid holidays as listed in 18.01 shall receive double times his regular hourly job rate for all hours worked if a non. incentive worker, and double times the average hourly earnings if an incentive worker.

18.04 In order to be paid for a plant holiday, employees must have worked the last full scheduled shift of their normal work week prior to, and the first full scheduled shift of their normal work week after the day of observance of the holiday exclusive of any overtime.

Employees will be paid for the holiday provided that:

- (a) The employee was laid off not more than one week prior to the week in which the holiday was observed. The employee will be paid for the Christmas shutdown holidays provided that he is laid off after December 1st.
- (b) The employee, on a sick leave of absence, works in the week prior to, the week of, or the week following the day of observance of the holiday.
- (c) The employee was granted a written leave of absence, or the

employee was granted a Bereavement Leave either prior to or following the observance of the paid holiday.

18.05 Employees will not be paid for the holiday in the following exceptions:

- (a) Where the employee reports for work later than two (2) hours after the regular starting time on the day prior to, or the day after the observance of the holiday, unless a satisfactory reason is given.
- (b) Where the employee agrees to accept work assignments for the day of observance of the holiday and then fails to report for work without having notified the Company at least twelve (12) hours prior to his scheduled starting time on the day of observance, unless a satisfactory reason is given.

ARTICLE XIX - INCENTIVE STANDARDS

19.01 The Company has established certain classifications as incentive jobs, as shown in Appendix "B".

19.02 The Company shall establish standards on incentive jobs which:

- (a) Are fair and equitable to the employees and to the Company
- (b) Give due consideration to the quality of workmanship required.
- (c) Give an outline of the methods and conditions under which the standard was established.
- (d) Give consideration to personal time, fatigue and delays.
- (e) Make it possible for an incentive worker to earn more than his incentive base rate.

19.03 All standards shall include a personal time allowance of 5% as provided in Article 14.09, the time allowed for washup periods is included in the personal time allowance,

19.04 All standards shall include an allowance for fatigue which shall be determined according to its influence and shall not be less than 4%. As provided in Article 14.08, the time allowed for rest periods is part of and is included in the allowance for fatigue.

- 19.05 All standards shall include an allowance for miscellaneous delays which shall be determined according to their influence and shall not be less than 2%.
- 19.06 The combined total of the allowance outlined in 19.03, 19.04 and 19.05 shall be deducted from 60 minutes: the remaining minutes are the standard minutes in one (1) hour.
- 19.07 On incentive-rated jobs, where a worker is restricted by a machine-controlled cycle, an allowance of 30% shall be added to the controlled portion of the cycle.
- 19.08 Standards shall be expressed in terms of time and units that is in hours per 100 pieces or units or the number of pieces or units per hour.
- 19.09 Wage payments for incentive work shall be based on the number of incentive hours earned, multiplied by the incentive base rate for the job, and then increased by the amount of the add-on factor.
- The incentive base rates are listed for the job classifications or incentive in Appendix "B".
- 19.10 A worker on an incentive-rated job, which has an established standard, shall be paid at least the hourly job rate for that classification. Where each job is recorded separately on the incentive time card, the minimum hourly job rate shall be applicable to each job classification separately.
- 19.11 Delays not included in the standards and not the responsibility of the worker will be paid at the hourly job rate for the classification. To receive payment for these delays, it is the worker's responsibility to report the condition immediately to supervision.
- 19.12 An employee or group will not be paid incentive earnings for work that is rejected by inspection because of defective workmanship or the part of the employee(s). Those pieces rejected will be subtracted from the total pieces produced in the computation of incentive earnings. An employee or group shall be paid incentive earnings for scrap or re-work which is not due to the fault of the employee(s).
- 19.13 Before the Company studies any job and makes a record of such job the worker who works on the job and the Committeeperson shall be

notified in advance.

- 19.14 The worker when being studied shall perform the job in accordance with the Company's instructions and will otherwise cooperate to give a performance which is representative of the actual conditions under which the job will be performed.
- 19.15 An incentive standard shall not be considered to be established until the workers to whom it applies and the Committee person have been notified in writing as to what the standard is, and at least twenty-one (21) days have passed following such notification. If no grievance is filed by the worker(s) on the job, during the period specified, the standard shall be entered in the Company's records as an established standard and the Union and employee(s) are precluded from grieving this standard thereafter.
- 19.16 When a dispute arises during the period specified in the preceding paragraph where the standard on the job cannot be attained, the worker shall discuss his complaint with his Supervisor. Following discussion with the Supervisor, the worker and/or Department Committee person may, if requested, meet with the Company Time Study Department and review the work study sheets in order to resolve the problem. If the matter is not settled, a grievance may be filed, signed by the griever, and therefore will be handled in accordance with Step 2 of the Grievance Procedure, Article 8.03.
- If no agreement is reached following this meeting, the Company shall permit a representative designated by the Union to meet with the Company Time Study Department and review the work study sheets in order to resolve the problem. If any dispute goes to arbitration, the Arbitrator shall be a recognized Industrial Engineer.
- 19.17 If the final incentive standard that is established is higher than the standard that was protested, the new standard shall be made retroactive to the date of filing of the grievance and any adjustment in wages shall be made within the normal pay period after the new standard has been accepted as being established.
- 19.18 An established standard will not be changed except as a result of an engineering or operational change, to correct a clerical error, or to correct an obvious error in job timing. Only the elements affected will be retimed. If by mutual agreement it is decided to retime an operation after a standard has been established, and there are no

engineering or operational changes, the operation will be retimed on the basis of timing all the elements pertaining to the operation, and the old production standard that has previously been used will remain in effect until a new standard has been established.

- 19.19 The Company reserves the right to exclude work from the incentive plan or remove work from the incentive plan when there is a substantial change in the work processes or technology of the work involved.

The affected job shall have a new rate established that will be fair and equitable and in line with other job rates of non-incentive jobs.

- 19.20 The Company shall have the right to monitor all down time in any manner it sees fit.

- 19.21 Training - Employees who are given the assignment or employees affected by the training of another employee, will receive at least the average incentive rate from their prior week's earnings, while on incentive hours, except when the employee being trained is exercising seniority or filling a job vacancy for which he was the successful applicant. The employee being trained will receive the base rate for the job being performed. All training will be given by a qualified person in the same classification

- 19.22 After the completion of the first twenty (20) days, employees must continue to maintain an acceptable level of production not falling below the 100% operating efficiency level for any two week period. An employee who fails to average 100% for any two consecutive week period will be viewed as not maintaining an acceptable level and will subject himself to disciplinary action.

ARTICLE XX - HEALTH AND WELFARE

- 20.01 Upon completion of the probationary period the Company will pay the full premium cost for the following Health and Welfare Plans:

It is understood by both parties that the benefits of the Plan will be subject to the standard exclusions of the carrier.

The following shall be the benefits for coverage under the Plan:

- (a) **Life Insurance:**
-coverage in the amount of \$34,000.00, effective November 4, 1997
-coverage in the amount of \$35,000.00, effective November 4, 1998

-coverage in the amount of \$36,000.00, effective November 4, 1999

(b) **Accidental Death & Dismemberment:**

-coverage to a maximum of \$34,000.00, effective November 4, 1997

-coverage to a maximum of \$35,000.00, effective November 4, 1998

-coverage to a maximum of \$36,000.00, effective November 4, 1999

The above amounts are subject to the schedule of losses and indemnities as set out in the policy.

The total amount is payable at death and all payments shall be in compliance with the schedule of losses and indemnities as set out in the policy.

c) **Sickness and Accident Benefits:**

Weekly Indemnity payments of sixty-six and two-thirds percent of the employee's basic weekly wage exclusive of premiums to a maximum of \$450.00 per week or the UIC maximum, whichever is greater for a maximum of 39 weeks, (45 weeks for Clerical employees) payable on the first day of accident, the first day of hospitalization, the second day following day surgery in excess of \$25.00, and the fifth day of sickness. In consideration of the fact that the Company has negotiated additional benefits greater than the savings which will result from upgrading the Weekly Indemnity plan to a standard which qualifies for premium reduction, the parties hereto agree that the Company shall be entitled to retain the full amount, i.e., twelve-twelfths (12/12) of the premium reduction granted by the Unemployment Insurance Commission.

d) **Hospitalization and Medical Coverage:**

- Ontario Health Insurance Plan (OHIP) coverage plus (semi-private) coverage for employees and their dependents.

e) **Drug Plan:**

- Employees and their dependents shall be covered by a \$1.00 prescription Drug Plan.

Dependents to the age of 25 will have coverage provided that the dependent is attending an accredited university or college.

f) **Dental Plan:**

- Employees and their dependents shall be covered by a Dental Plan equivalent to Blue Cross #9, at the current O.D.A. rates. Orthodontic coverage at 50/50 co-pay (\$1,200 lifetime maximum). Dentures on the basis of prior years O.D.A. schedule, one year lag.

50/50 co-pay to a lifetime maximum of \$1,500.00. (Maximum Company contribution \$750.00)

Dependents to the age of 25 will have coverage provided that the dependant is attending an accredited university or college.

- (g) Employees laid off after the 15th of any given month will have their medical premiums and coverage continued for one additional calendar month.
- (h) **Vision Plan:**
Employees and their dependents, once in a 24 month period will be entitled to prescription glasses to a maximum cost of \$200.00 per person. Coverage to include contact lenses.
- (i) **Major Medical:**
Employees and their dependents shall have coverage for prosthetics and durable medical equipment (as prescribed by a licensed physician).
- (j) **Health Care Coverage for Surviving Spouse of Employee:**
Health care coverage will be provided for the surviving spouse and dependents for a period of not more than two years. This benefit will terminate upon the remarriage (or cohabitation), or death of the surviving spouse.
- (k) **Out of Province Medical Plan**
Coverage to include emergency physician services only. maximum thirty-one (31) day trips, lifetime maximum \$1,000,000.00 per person, with no deductible.

ARTICLE III - PENSION PLAN

21.01 The Agreement covering "Pension Plan" is hereby made part of this Agreement.

The monthly pension is computed as a benefit equal to \$17.00 multiplied by the number of years of credited service rendered on and after January 1, 1972, and prior to January 1, 1994, plus \$16.00 for credited service rendered on and after January 1, 1994, and prior to January 1, 1996, plus \$17.00 for credited service rendered on and

after January 1, 1996, and prior to January 1, 1997, plus \$18.00 for credited service rendered on and after January 1, 1997.

Year 2 of Agreement

From January 1, 1996 and onward an increase of \$1.00 per year of credited service

Year 3 of Agreement

From January 1, 1996 and onward an increase of \$1.00 per year of credited service

Employees who will retire during the life of this Agreement will receive the incremental increases as they become effective during the Agreement.

ARTICLE XXII - JURY DUTY ALLOWANCE

2.01 An employee who is required for jury duty service or witness duty by subpoena and has notified the Company promptly of such call, shall be paid the difference between his regular straight-time rate of pay, exclusive of shift premium and the payment he received for jury service.

The employee will present proof of the amount of jury duty pay that he received.

ARTICLE XXIII - INJURY ALLOWANCE

3.01 An employee injured on the job shall be paid at his regular job rate and/or average hourly incentive rate for the balance of the full shift on which the injury occurred. If as a result of such injury the employee is unable to continue work, sent home or to an outside hospital, the Company will provide suitable transportation for such injured employees.

The Company agrees to review all non-disputed WCB cases and on a case by case basis may provide financial assistance pending a WCB decision. In such cases the employee will sign a commitment to reimburse.

ARTICLE XXIV - BEREAVEMENT

4.01 In the event of the death in the immediate family (i.e.) Parent, Step-parent, Brother, Sister, Child, Step-child, Spouse, Parent-in-law, grandchildren, the Company will pay for time lost from work for three (3) consecutive days (exclusive of Saturdays, Sundays and Holidays),

at his regular rate. Proof of death must accompany request for this allowance.

24.02 In the event of the death of the employee's Grandparent, Spouse's Grandparent, Brother-in-law or Sister-in-law, the Company will pay for time lost from work for one (1) day (exclusive of Saturdays, Sundays, and Holidays). Proof of death must accompany request for this allowance.

ARTICLE XXV • SAFETY AND HEALTH

25.01 The Company shall make all reasonable provisions for the safety and health of all employees during working hours. Approved protective devices, wearing apparel, safety glasses, including prescription, shall be provided by the employer. The Company will provide adequate washroom facilities along with sufficient locker space for all employees. The Company and the Union will cooperate in a Health and Safety Committee consisting of the Company Safety Director, Plant Safety Coordinator, the Union Safety Representative, and the Plant Chairperson. A monthly inspection of the plant will be made by the above committee and such others as may be required to make recommendations to eliminate unsafe conditions and unsafe acts. Prior to each inspection tour, the Safety Committee shall meet to review the findings and actions taken on the previous inspection. The Union will be represented by one (1) safety representative per shift.

25.02

- (a) A National Representative who deals with issues of Health and Safety may have access to the plant upon request of the National Representative for the Plant. He/she will provide the Company with reasonable notice in writing prior to the visit.
- (b) The Company agrees to continue training and supplying employees with information regarding hazardous substances being brought into the workplace
- (c) Right to refuse unsafe work
 - (1) The parties agree that an employee can refuse to do a job if he/she has good cause to believe that it presents a danger to him/herself, a co-worker, or plant equipment.
 - (2) The Company will not take punitive action against an employee who refuses to do such work. It the employee is

not involved in the investigation he/she may be assigned to other work in the plant. Reassignment to another position within the plant will not be considered as disciplinary action.

- (3) Such refusal may not be for frivolous reasons or motives other than a legitimate Health and Safety concern.

Violation of this principal will be subject to the applicable provisions of the O.H.S.A.

25.03 **Safety Shoes/Winter Clothing**

Safety Shoes:

The wearing of approved safety shoes/boots is a condition of employment with the Company.

Each seniority employee will provided with one (1) pair of safety shoes/boots per year not to exceed one hundred and thirty-five dollars (\$135.00)12 months from the recorded date of last purchase.

The Company will supply all required metatarsal safety footwear (by means of a requisition signed from the Human Resources Department) from the Stores. Other approved safety footwear not supplied by stores can be obtained from the approved vendor by means of a requisition signed by the Human Resources Department.

Employees whose safety boots are damaged beyond repair through occupational wear may have their shoes replaced by the Company.

New employees must purchase safety shoes/boots and present the receipt for reimbursement on attaining seniority.

Winter clothing (parkas and winter boots) will be provided for Payloader Operators, Skip-hoist Operators, and Maintenance employees every two years. As well, a supply will be kept in Stores for the use of Maintenance Department personnel when they are working outside. The Company will cover the cost of cleaning three (3) changes of coveralls per week for maintenance employees. Departments whose employees are required to go outside on an infrequent basis, several coats of various sizes will be made available where required. The Company will ensure regular cleaning of these coats.

25.04 **Prescription Safety Glasses** - Prescription Safety Glasses, including blended *bi-focal* safety lenses within the standard frame cost as published by the Company's vendor will be paid for by the Company once each two (2) years of service or as required. Probationary employees will pay for their own prescription glasses and upon attaining seniority will be reimbursed by the Company at standard frame cost.

25.05 The Company agrees to abide by the current Federal legislation as it relates to April 28th of each year (The National Day of Mourning - for Workers Killed and Injured on the Job) and will allow all employees to cease work for one minute of silence out of respect on April 28th of each year.

ARTICLE XXVI • LEAVE OF ABSENCE

26.01

(a) The Company may grant leave of absence to employees for legitimate reasons including illness, accident or to transact personal business other than to engage in employment with another employer or to enter business for himself. Seniority accumulates during any permitted leave of absence.

(b) Employees with more than three (3) weeks vacation entitlement requesting five (5) or more consecutive days leave of absence, will be expected to use their vacation entitlement first.

26.02

(a) Leave of Absence for medical reasons, supported by medical evidence satisfactory to the Company, will be granted for a period not to exceed the lesser of the employee's length of service up to the date the leave was granted or three (3) years. Employment shall be terminated at the end of the period determined herein. Such Leaves of Absence shall be without pay.

During medical leaves only; major medical, drug plan, and semi-private coverage will be maintained by the Company for a period not exceed 12 months. The employee may continue the coverage beyond the 12 month period at his/her own expense.

(b) An employee with at least one year seniority with the Company will be granted a maternity leave of absence within the limitations of the Employment Standards Act.

An employee who wishes to extend such leave of absence beyond the limitation of the Employment Standards Act, to a maximum of three (3) months may do so after receiving approval from the Company. Such approval will not be unreasonably withheld.

An employee who wishes to return to work before the 3 month extension has expired must give the Company at least one (1) month notice in writing, prior to doing so.

An employee who does not return to work on the expiration of such leave will be deemed to have quit his or her job and forfeit all her seniority.

- c) By mutual agreement, an employee with ten (10) or more years seniority, in receipt of Workers' Compensation benefits for a period in excess of three (3) years, will be credited with the seniority accrued to the date he commenced receiving Workers' Compensation benefits.

'6.03 Employees who are elected or appointed by the Union to attend Union business will be granted leave of absence without pay, and will be returned to their work with accumulated seniority.

- 3) Such leave of absence for conventions or conferences shall not exceed a total of six (6) weeks per individual in any one (1) year except for attendance at the Labour College of Canada. Such leave will only be granted where it does not interfere with the efficient operation of the Company.

- c) Such leave of absence to serve as an elected union official in an executive capacity should not exceed a total of three (3) years. All leaves of absence shall be without pay, benefits or any form of remuneration other than the health and welfare benefits for the month in which the leave of absence commenced, and the time in the elected position to be used as accredited service for pension purposes only.

'6.04 Applications for leave of absence by employees and leave of absence granted by the Company shall be in writing and a copy of each shall be given to the Plant Chairperson.

'6.05 Leave of absence for personal reasons will not be granted for a

period exceeding six (6) months. All leaves of absence shall be without pay, benefits or any form of remuneration other than the health and welfare benefits for the month in which the leave of absence commenced.

26.06 Employees elected or appointed to public office will be granted a leave of absence with full seniority rights for the duration of their term in office.

ARTICLE XXVII - LEAD HAND

27.01 The Company may appoint employees as lead hands. These employees may direct the activities, assist or act as a leader for two or more other employees. Employees classified as lead hands do not have the right to hire, fire or discipline other employees. Lead hands shall receive 50 cents per hour over their own rate. In the case of cleaning room lead hands the base rate shall be calculated as the average hourly rate for the cleaning room crew, including incentive job transfers, the applicable base rate will be calculated from September 1st. to October 31st in each year of the Collective Agreement.

ARTICLE XXVIII - BULLETIN BOARD

28.01 The Company will provide a bulletin board for the exclusive use of the Union for posting notices of Union activity. All such notices must be submitted to the Plant Manager or his authorized representative before being posted.

ARTICLE XXIX - SKILLED TRADES

29.01 The Skilled Trades classifications shall be designated at Labour Grade 10 and shall be considered a separate group for seniority provisions. It is understood that all other seniority provisions not changed by this section shall apply.

29.02 The seniority of Skilled Trades employees shall be according to their trade classification as shown in Appendix "A".

29.03 Effective with the date of the signing of the 1972 Agreement employees then assigned to Labour Grade 10, shall be placed upon the Skilled Trades seniority list in accordance with their length of service with the Company. Thereafter, employees shall be placed upon that seniority list in accordance with their length of service within the Skilled Trades group except in the case of apprentice whose seniority is covered in the apprenticeship agreement.

- 29.04 Employees outside Labour Grade 10 shall not carry seniority into Labour Grade 10 nor will Skilled Trades employees in Labour Grade 10 exercise seniority plant wide, except where a classification in Labour Grade 10 is discontinued or eliminated.
- 29.05 The qualifications for entry into the Skilled Trades group, Labour Grade 10, shall be as follows:
- a) Copies of any documents presented pursuant to this provision will be provided to the Union prior to the starting date.
 - b) One who has served a bona fide apprenticeship of four (4) years - 8000 hours and holds a certificate which substantiates his claim of such service or swears an affidavit before a Justice of the Peace that his apprenticeship has been served prior to the starting date.
 - c) One who has eight (8) years of practical experience in one or more of the Skilled Trades classifications and can prove same. A recognized certificate issued by the Department of Labour or a Labour Union will be accepted as proof, provided that the Company and the Union are satisfied that the applicant has the minimum entry requirements for the job.
 - d) When an employee who possesses the above stated qualifications for entry into a Skilled Trades classification is the successful applicant for a Skilled Trades position, he will be given up to a forty-five (45) working day trial period in which to prove his ability. Applicants who fail to meet the Company's standards during this trial period shall then be returned to their former job classification.
- 29.06 During any period when Skilled Tradespersons are unavailable for any reason, it is agreed that non-skilled employees may be hired or reclassified on a temporary basis to supplement the work force in the skilled trades classification and shall be known as supplemental employees. Such supplementation will be for a period not to exceed ninety (90) working days, unless the Company is unable to hire qualified employees and by mutual agreement.
- 29.07 The opportunity to work as a supplemental employee shall first be offered to seniority employees who have the present ability or adaptable skill to do the work in the opinion of the Company, second to any laid-off employee with seniority who may qualify as above.

New employees may be hired when seniority employees are not eligible.

For purposes of this article, "present ability" shall apply to employees who have been previously trained and then worked in the classification.

- 29.08 When a Skilled Tradesperson becomes available through hire transfer or graduation of apprentices, the supplemental employee will be laid off or returned to his original department.
- 29.09 A supplemental employee shall not accumulate seniority within the Skilled Trades classification but shall accumulate plant-wide seniority and may exercise this seniority to return to his former job or to apply for vacancies in the plant as provided elsewhere in this Agreement
- 29.10 In the case of layoff within the Skilled Trades classifications employees affected shall be offered preferential employment over new hires for any open job.
- 29.11 All work performed in the Skilled Trades shall be done by employees who are covered by classification and rates in this Agreement except:
- (a) Where an employee in the required classification is not available or the property for a job not to exceed one hour, a skilled employee may be required to perform a job not normally considered to be part of his classification, it being understood that such an employee will maintain his rate or shall receive the rate for the new job, whichever is the greater, or
 - (b) That work which is being performed by personnel outside the Skilled Trades group provided such performance is consistent with the agreed to Harrison Line and Machining Department lists, or
 - (c) Due to varying circumstances and needs which exist in the plant, where it is recognized that flexibility is essential, employees in the Skilled Trades classification of different trades, while working together in a group or crew on a specific job, will be expected to assist each other to carry out certain functions regardless of his trade. However, flexibility will be in accordance with skill, ability, legal requirements and safe work practices.

- 29.12 Promotions or transfers to higher-paid or better jobs with equal pay within a Skilled Trade shall be based on the qualifications necessary for such jobs. When these factors are equal, the employee with the greatest seniority shall be given the preference.
- 29.13 The Company will extend advanced training to cover technological advances that may take place within the skilled trades. The Company will consult with the union in determining what training is needed and which employees are to receive the training, as well as to establish relevant training programs within the maintenance department.
- 29.14 The Company agrees that where certain Skilled Trades are required on more than a one-shift basis (day or first shift) the employees will be on a rotating basis unless mutually agreed otherwise.
- 29.15 Nothing in this article shall be construed, as to deprive any employee of Skilled Trades of any rights, privileges, such as insurance, pensions, holiday or vacation pay, etc., that are covered in the body of the general Agreement.

ARTICLE XXX • APPRENTICESHIP

- 30.01 Qualifications of an apprentice - Apprentices shall be under agreement with the Company and registered with the Industrial Training Branch of the Ontario Department of Labour.
- (a) New hire apprentices shall have their Ontario Grade 12 certificate or equivalent standard.
- (b) These educational requirements shall not be applicable to present employees, but they shall be selected on the basis of aptitude, past experience, seniority, etc., it being understood that they must complete a program of related training.
- 30.02 Apprenticeship Term -
- (a) The apprenticeship shall be a term of the hours as prescribed for the trade by the Apprenticeship Branch of the Ontario Department of Labour. The first 1,000 hours of employment shall be a probationary period.
- (b) Credit in hours may be granted, at the discretion of the Company, to applicants with previous training or experience, subject to the review

and approval of the Apprenticeship Branch of the Department of Labour of Ontario.

- (c) The final period of the apprenticeship term may be extended at the same rate of pay until the prescribed training is completed, in a manner satisfactory to the Company and the Apprenticeship Branch of the Department of Labour.

30.03 Apprenticeship Training - Apprentices shall be trained in accordance with the prepared schedules of training in shop work and related subjects as approved by the Apprenticeship Branch of the Ontario Department of Labour.

30.04 Apprenticeship Contract - Every apprentice shall enter into a written agreement with the employer to serve the apprenticeship term.

The contract shall be signed by the employer, the apprentice and his parent or guardian, if under 18, and shall be transferable to another employer only by mutual consent of all parties thereto.

The contract shall be registered with the Apprenticeship Branch of the Ontario Department of Labour and shall form part of these standards. (Subject to any changes made by the Ontario Branch of the Department of Labour.)

30.05 Apprenticeship Seniority -

- (a) The apprentices will exercise their seniority in their own trade classification.
- (b) Upon the satisfactory completion of the apprenticeship program, the graduate apprentice will be given seniority equal to his date of hire as an apprentice with the Company to establish his Skilled Trades seniority.

Apprentices with seniority who have been transferred from a job in the plant to an apprentice classification, will be returned to the classification from which they were transferred, if upon completion of the apprenticeship there are no openings within the trade classification for which they apprenticed. If they do not have sufficient seniority to return to their classification, they will bump as per Article XI.

The employee will be credited with a seniority date equal to the amount of time spent in the non-skilled classification. Also the employee must return at the earliest opportunity to the employee's skilled trades classification in line with the employee's skilled trades seniority, as permanent openings occur.

- (c) Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they complete their apprenticeship when the regular apprenticeship seniority rules shall apply.
 - (d) Should the ratio of apprentices to Skilled Tradespersons become reduced to a one-to-one ratio and further reduction in the classification is required, the recent graduate apprentice will be declared surplus.
- 30.06 Apprenticeship Ratios - There may be one apprentice in each Skilled Trade classification, thereafter the ratio of apprentices to Skilled Tradespersons shall be a maximum of one to every four Skilled Tradespersons.
- 30.07 Apprenticeship Wages -
- (a) Apprentices in each of the trades shall be paid a progressively increasing schedule of wages, as follows:
 - 1st 1000 hours - 65% of the job rate
 - 2nd 1000 hours - 70% of the job rate
 - 3rd 1000 hours - 75% of the job rate
 - 4th 1000 hours - 80% of the job rate
 - 5th 1000 hours - 85% of the job rate
 - 6th 1000 hours - 90% of the job rate
 - 7th 1000 hours - 95% of the job rate
 - 8th 1000 hours - not less than 95% of the job rate
 - (b) Should the Company decide to accept a seniority employee to the apprenticeship program, the transfer will be made at his current base rate where he will remain until such time as his training hours, as indicated in the Collective Agreement dictate a rate increase.
 - (c) Apprentices who are given credit for previous experience shall be paid, upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances him.

(d) Apprentices shall be paid their regular straight time hourly rate for the allowed time off during working hours to attend their mandatory related courses.

30.08 Apprenticeship Training in Related Subjects - Apprentices shall regularly attend evening classes in subjects related to the trade in accordance with the schedule which forms part of these standards. They shall also be required to attend any training courses which may subsequently be provided for their study of the trade.

Tuition fees for these related courses will be borne by the Company provided the apprentice successfully completes his course.

30.09 Certificate of Apprenticeship - A certificate of Apprenticeship will be issued to the apprentice by Ontario Ministry of Colleges and Universities upon satisfactory completion of the apprenticeship term.

30.10 Applications -

(a) A notice will be placed on the employee bulletin board describing the opening and necessary qualifications and asking for interested applicants to apply to the Personnel Department.

(b) All applications for apprenticeship shall be made on a form supplied by the Director of Apprenticeship of the Ontario Department of Labour.

(c) All applicants will be interviewed and reviewed by the Company as prospective apprenticeship candidates.

(d) Contract of Apprenticeship will be forwarded for signature by the parties concerned.

(e) Should the apprentice opening not be filled by an employee from the bargaining unit, it will be filled under the terms of the current Collective Agreement.

(f) The determination as to whether there shall be apprenticeship training or not rests with the Company.

30.11 Continuity of Employment - When conditions of business do not permit continuity of employment, the employer may shorten hours or temporarily suspend an apprentice after notice has been given to the Director of Apprenticeship.

An apprentice in learning his trade shall complete a minimum of 32 weeks in each year of his apprenticeship period.

The Company will keep current records of time spent on all phases of the apprenticeship program.

- 10.12 Apprenticeship Committee - There shall be an Apprenticeship Committee consisting of two persons, one being a Company representative and the other being the Skilled Trades Committee person.

The function of this Committee shall be to advise on all phases of the apprenticeship training program. The Committee shall meet as required.

- 10.13 Hours of Work - Apprentices shall work the same hours and be subject to the same conditions regarding shift rotation and overtime as the Skilled Trades employee in their respective classification.

In the event that the apprentice is on shift work, he will be allowed time off to attend his mandatory related course.

- 10.14 Apprenticeship Discipline - An apprentice may be suspended or the contract cancelled for cause such as:

- a) Inability to learn
- b) Unreliability
- c) Unsatisfactory work
- d) Lack of interest in his work or related education
- e) Insubordination
- f) Failure to attend classes of related instruction

Notification of such action shall be forwarded to the Director of Apprenticeship.

- 10.15 Tools -

- a) Each apprentice shall build up, at his own expense, a kit of tools as necessary for carrying out his trade; tools may be purchased at cost

through Company payroll deductions

- (b) The Company will refund to an apprentice, one-half the cost of tools purchased for his apprenticeship, on a schedule of reasonable values established for the various trades as per the Tool Policy.

30.16 Amendments to Standards - These standards of apprenticeship may be amended after notice to the Director of Apprenticeship, provided that no such change shall alter any apprenticeship contract then in force without written consent of the parties to the apprenticeship contract.

ARTICLE XXXI - WAGES

31.01 Hourly job rates as per Appendix "A" will become effective on November 04, 1997. Additional increases in the hourly job rate as per Appendix "A" will become effective November 4, 1998 and November 4, 1999.

31.02 The starting rate for new employees will be ten (10) cents per hour below the job rate for the classification. On attaining seniority, these employees will advance to the job rate effective on the date of attaining seniority. Re-hired employees or highly experienced new employees may be started at the job rate at the discretion of the Company.

31.03 Incentive base rates for incentive jobs as per Appendix "B" will become effective November 4, 1997.

31.04 During the taking of inventory employees required to do inventory work will be paid at the rate of Labour Grade 4 and selected by the Company posting a notice two (2) weeks prior to the inventory asking for volunteers. The notice will remain on the board for one (1) week. Selection will then be made in the following order of preference:

- (a) Vehicle Operators (all three (3) shifts)
- (b) Seniority employees (day shift only) who are qualified to perform the normal requirements of the job.

AREA INVENTORY

The employees who work in the area and are accountable for the materials or the product will share the overtime. This procedure will:

not be followed with our annual physical inventory.

ARTICLE XXXII - LEGALITY AND COMPLETE AGREEMENT

2.01

The parties hereby acknowledge and affirm that during the negotiations which led to the Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete Agreement between the parties for the term of this Agreement. The right to present any demands or proposals on any matters, whether or not discussed during negotiations which led to the Agreement, are hereby waived by the Company and the Union for the term of this Agreement.

However, the parties further agree that the Agreement may be amended by mutual consent of the parties during its term.

2.02 Plant Closure/Partial Plant Closure

) In the event the Company moves any of its St. Catharines operations to some other locality in the Province of Ontario, it is agreed that any seniority employee affected by such a move, who is able to fulfil the normal requirements of the job, will, upon application, be hired with full seniority for any job so transferred when the Company is hiring for the new location. Decision to exercise the provisions of this article must be made within a fourteen day period of the offer being made.

) The Company assured the Union that should any decision be made to close (partially and/or fully), a meeting would be arranged with the bargaining committee. The purpose of this meeting will be to advise the committee of the reasons.

Where possible, the Company shall advise the Union at least six (6) months in advance of any contemplated shutdown of operations that will affect the employees. Such notice will be in writing.

The parties will meet as soon as practical to discuss the contemplated closure, to discuss the procedures to be followed to

facilitate the closure, and minimize the affects on our employees including severance pay, enhances early retirement provisions and other measures the parties may agree upon.

32.03 Should any provision or provisions of this Agreement or an application thereof become unlawful by virtue of any Federal or Provincial law, or by final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified in compliance with the law, order or final adjudication. but in all other respects the provisions of this Agreement shall continue in full force and effect for the life of the Agreement.

ARTICLE XXXIII - TERMINATION

33.01 This Agreement shall remain in force for three (3) years from its effective date and shall expire at midnight on November 3, 2000 and unless either party gives notice in writing to the other party of its intent to terminate or amend the Agreement, then it shall continue in effect for a further one (1) year period without change and so on from year to year thereafter.

33.02 Notice that amendments are required or that either party intends to terminate this Agreement shall only be given during the period of no more than ninety (90) days and not less than ten (10) days prior to the anniversary date.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives

FOR THE COMPANY:

**John Austin
Clinton Bowles
Jeff Oliver
Russ Urry**

FOR THE UNION:

**Dan Cowell
Steve Cudney
Terry Edwards
Ken Horton
Rick Gingras
Gabe Mac Nally
Gary Martin**

TERMS AND CONDITIONS COVERING WEEKEND CREWS

The purpose of weekend crews is to ensure the Company is able to cover weekend work requirements in all areas of the plant, by providing employment opportunities for people able and committed to working the established schedule. In the event that weekend crews are needed to meet overtime requirements in other classifications, the Company and Union will review the situation. The commencement or discontinuation of weekend crews shall be at the discretion of the Company.

RATES OF PAY

- a) The rate of pay for weekend workers shall be at the base rate established for the position paid at the equivalent of thirty-six (36) hours pay for twenty-four (24) hours worked.
- b) An employee working only twelve (12) hours (one shift) due to an excused absence shall be paid the equivalent to eighteen (18) hours pay.

BENEFITS

All benefits shall be at 100% of the benefit for regular employees, with the exceptions of pensions. Pension benefits will be prorated at 70% of the benefits paid to full time employees.

Regular (full time seniority employees) electing to transfer to the weekend crew will continue to receive full pension benefit coverage, if he/she has attained coverage at the time of transfer.

HOLIDAYS AND VACATIONS

- a) Vacation entitlements will be as per the Ontario Employment Standards Act.

Regular employees transferring to weekend crew work, who have attained vacation entitlement in excess of those guaranteed under The Employment Standards Act will continue to receive their existing vacation entitlements. One (1) weekend will be equivalent to one (1) week of vacation entitlement.

- (b) Paid holidays will be on the basis of four (4) twelve (12) hour shift off with pay (50 weekends worked per year).

HOURS OF WORK

The weekend crew schedule shall consist of two twelve (12) hour shifts, with at least eight (8) hours of time off between the end of the first shift and the commencement of the second shift.

The weekend crew hours of work will be between 11:00 p.m. Friday and 11:00 p.m. Sunday. The shift schedule will be determined.

Rest Periods and Lunch

Weekend employees will take a paid lunch period of twenty (20) minutes, and then three ten (10) minute breaks.

General

If a weekend employee reports for work and there is none available he will receive eight (8) hours pay.

LEAVE OF ABSENCE

Bereavement entitlements will be paid on the basis of two (2) eight (8) hour days for the immediate family members covered under Article 24.01, and one (1) eight (8) hour day for other relatives covered under Article 24.02.

Jury duty will be paid in accordance with Article 22.01

SENIORITY

Probationary Period

New hires onto the weekend crew will be considered probationary on the basis of one and half (1 1/2) days per twelve (12) hour shift, or thirty (30) full shifts worked.

Job Layoffs

In the event of a layoff in excess of one (1) weekend, the weekend crew employees may exercise seniority into the regular (Monday to Friday) crew, as per Article XXIX.

Job Postings

- (a) Positions on the weekend crew will be posted plantwide, prior to the new employees being hired.
- (b) Positions for jobs on the regular shift schedule will be open to all employees, and will be awarded according to the job posting procedure.

Shutdowns

During scheduled shutdowns, if weekend maintenance employees are required to work regular scheduled hours, they will be paid on the same basis as regular Monday to Friday maintenance crews.

OVERTIME

- a) Overtime required during the week (11:00 p.m. Sunday to 11:00 p.m. Friday) will first be offered to the regular full time employees.
- b) Available weekend overtime will be offered to regular full time maintenance employees prior to supplementals, maintenance helpers or contractors.
- c) All overtime worked or refused will be logged, and after a period of no more than six (6) months, the data will be reviewed. Reviews will be conducted every six (6) months thereafter. The review process will determine if the Company's weekend needs have been met. Any increase in weekend crew requirements will be determined at this time.

Note: This agreement anticipates the Union's commitment of one hundred and forty-four (144) hours of weekend overtime.

SHIFT CHANGES

All shift change requests must be in writing with at least two (2) weeks notice. Both employees must sign the request.

APPENDIX "A"
JOB CLASSIFICATION AND HOURLY JOB RATES

JOB CLASSIFICATIONS	JOB RATES		
	NOV. 4/97	NOV. 4/98	NOV 4/99
LABOUR GRADE 1			
Janitor			
Labourer-General.....	16.85	17.30	17.75
LABOUR GRADE 2			
Sweeper			
Greaser and Oiler			
Helper - Maintenance			
Pick Warehouse.....	17.00	17.45	17.90
LABOUR GRADE 3			
Yard Maintenance			
Core Blower Operator - Shell			
Shipper, Receiver/Warehouse Utility	17.09	17.54	17.99
LABOUR GRADE 4			
Grinder Chipper/Foundry Relief			
Cupola Repairer and/or Ladle Liner....	17.17	17.62	18.07
LABOUR GRADE 5			
Cupola Utility/Vehicle.....	17.29	17.74	18.19
LABOUR GRADE 6			
Vehicle Operator - Foundry			
Vehicle Operator - Shipping			
Afternoon Vehicle Operator - Shipping			
Crane Operator - Yard			
Sand System Operator			
Skip Hoist Operator/Charger/Cupola Utility			
*Payloader-Relief.....	17.42	17.87	18.32
LABOUR GRADE 7			
Pattern Setup and Repairer.....	17.60	18.05	18.50

APPENDIX "A" (CONTINUED)

JOB CLASSIFICATIONS AND HOURLY JOB RATES

JOB CLASSIFICATIONS	JOB RATES		
	NOV. 4/97	NOV. 4/98	NOV. 4/99
ABOUR GRADE 8			
Inspector.....	17.78	18.23	18.68
ABOUR GRADE 9			
Plant System Operator.....	20.60	21.05	21.50
ABOUR GRADE 10			
Electrician/Electronic Facilities Maintenance Technician-General Technician-Pattern Shop Machine Repair Maintenance Welder Motor Vehicle Mechanic - Lic. Patternmaker Stationary Engineer/Compressor Operator	23.24	23.89	24.34

SKILLED TRADES

Employees hired as probationary employees in the Skilled Trades shall receive the full rate for the job classification. The job rate for a supplemental employee in the Skilled Trades shall be 95% of the full rate for the job classification. A Qualification Premium of 25 cents per hour for all hours worked, shall be paid to a Skilled Trades employee who requires Department of Labour Certificate to perform duties assigned to him by the company other than those duties which are necessary to perform his regular job.

DAYLOADER RELIEF

Lunch breaks for this position may vary by half an hour from the times in Article 14.07 (1).

**APPENDIX 'B'
INCENTIVE JOB CLASSIFICATIONS/JOB RATES/INCENTIVE RATES**

The Company will review and update all incentive standards. All new incentive standards for jobs currently being run will be implemented with the inception of this contract. For current jobs that run intermittently, the job will be studied at the first opportunity and the new rate will be implemented at that time. All new jobs will be studied at the time they are first run, and the new standard will be implemented at that time.

The following Job Base Rates and Incentive Base Rates shall prevail for all new standards implemented.

L.G. JOB CLASSIFICATION	NOV. NOV. NOV.			INCENTIVE RATES		
	4/97	4/98	4/99	4/97	4/98	4/99
**A Isocure Operator.....	17.29	17.74	18.19	16.34	16.34	16.34
*B Core and/or Web Setter						
B Hot Metal Distr./Pourer-Harr.						
B Hot Metal Distr./Pourer-BP						
B Molder's Helper Harrison						
B Shakeout Operator-Harrison						
B Shakeout Operator-BP.....	17.73	18.18	18.63	18.10	18.10	18.10
*C Drag Molding Mach. Oper.-Harr.....	17.82	18.27	18.72	18.18	18.18	18.18
D Molding Machine Operator-BP.....	17.91	18.36	18.81	18.26	18.26	18.26
E Cope Molding Mach. Oper.-Harr.....	18.16	18.61	19.06	18.41	18.41	18.41

'An employee, while performing work either as a Labour Grade "B" or Labour Grade "C", if required for setup and/or changeover on molding lines, will be paid the appropriate job rate for the time utilized during the setup and/or changeover:

NOV.	NOV.	NOV.
4/97	4/98	4/99
17.96	18.41	18.86

..**An Isocure Operator required to changeover tooling from one job to another, will be paid the Pattern Set-up and Repairer Rate

APPENDIX "C"

PROPOSED OVERTIME SHARING GROUPS

SHARING GROUPS (Terminology Represents Present Practices)

BP Molding Machine Operator
 COPE Molding Machine Operator - Harrison Line
 CORE and/or WEB SETTER - Harrison Line
 CRANE Operator - Yard
 CUPOLA Utility/Vehicle
 DRAG Molding Machine Operator - Harrison Line
 GENERAL Labour (Sand Clean Up)
 GREASER and Oiler
 GRINDER /Chipper / Foundry Relief
 HELPER - Maintenance
 IN-PROCESS and Scrap Inspector
 ISOCURE Operator/Core Blower Operator
 JANITOR
 LEADHANDS (Cleaning Room)
 MELT System Operator
 MOLDER'S Helper - Harrison
 MULLER Operator - S.S. #1
 MULLER Operator - S.S. #2
 PATTERN Set Up and Repairer
 PAYLOADER Relief
 PICK - Finished Goods
 POURER - Harrison Line
 POURER - Matchplate Line
 SHAKEOUT Operator - Harrison Line
 SHAKEOUT Operator - Matchplate Line
 SHIPPER, Receiver Warehouse Utility
 SKIP Hoist Operator, Charger & Cupola Utility
 SWEEPER Operator
 *VEHICLE Operator - Foundry
 *VEHICLE Operator - Shipping

Order of asking in Vehicle O.S.G.

FOR FOUNDRY	FOR SHIPPING
Vehicle Foundry	Vehicle Shipping
Vehicle Other	**Ship/Rec/Whse/Utility
Other	Other

*Asked first for overtime pertaining to product movement in/out of WHSE.

SKILLED TRADES SHARING GROUPS

FACILITIES MAINTENANCE
STATIONARY ENGINEER*
ELECTRICIAN/ Electronic
MACHINE REPAIR
MACHINIST - General
MAINTENANCE WELDER
MOTOR VEHICLE MECHANIC- Lic.
PATTERNMAKER

Apprentices in the Skilled Trades share overtime, in the classification where they are being trained.

DESIGNATED OVERTIME SHARING GROUPS

DEFINITION

PATTERN SET-UP
AND CHANGES

HARRISON LINE GROUP

Core and/or Web Setter
Molder's Helper
Pourer
Shakeout Operator

LINE MAINTENANCE
(CLEANING JACKETS)

MATCHPLATE LINE GROUP

Pourer
Shakeout Operator

CUPOLA REBUILD AND
RELATED EQUIPMENT

MELT DEPARTMENT GROUP

*Group #1 Cupola Rebuild
Melt System Operator
Group #2 Cupola Labour
Skip Hoist Operator
Charger, Cupola Utility
and Crane Operator

'Denotes - Where overtime in Group #1 exists the employees in Group #1 shall be asked. If overtime requirements still exist qualified employees in Group #2 will be asked. If overtime requirements is still not filled then qualified employees in any classification can be asked.

PLANT WIDE WEEKEND OVERTIME GROUP

AS PER ARTICLE
15.02 (b)

**CLERICAL - SCHEDULE "D"
Effective November 4, 1997**

Labour Grade	Classification	Start	After 6 Months	After 12 Months
1	Clerk Typist.....	\$12.48	\$12.88	
2	Senior Clerk Typist.....	\$12.83	\$13.28	
3	*Shipping Clerk Switchboard Operator.....	\$13.43	\$13.88	\$14.33
4	Accounting Clerk Incentive Cost Clerk Junior Draftsperson Materials Clerk Payroll Clerk.....	\$13.93	\$14.43	\$14.98
5	Intermediate Draftsperson *Maintenance Co-ord/Storeskeeper *Q.C. Technician Trainee Quality Analyst.....	\$15.08	\$15.78	\$16.28
6	Production Sched./Planner.....	\$15.78	\$16.33	\$16.88
7	"Calibration Inspector Master Scheduler *Q.C. Technician Senior Draftsperson.....	\$17.53	\$18.08	\$18.63
9	*Quality Technologist.....	\$20.40	\$20.95	\$21.50

*Denotes forty (40) hours per week - eight (8) hour day. The balance thirty-seven and one-half (37.5) hour work week, seven and one-half (7.5) hour day.

PROGRESSION OF Q.C. TECHNICIAN TRAINEE TO Q.C. TECHNICIAN
Employees entering the Q.C. Technician Trainee Classification will progress to Q.C. Technician maximum after twenty-four (24) months, subject to acquiring the necessary skills and ability to fulfil the job requirements of Q.C. Technician.

Note: Employees in this Classification must remain current in all aspects of the job and are subject to rotation of shifts as well as duties as determined by the Company.

CLERICAL - SCHEDULE "D"
Effective November 4, 1998

Labour Grade	Classification	Start	After 6 Months	After 12 Months
1	Clerk Typist.....	\$12.93	\$13.33	
2	Senior Clerk Typist.....	\$13.28	\$13.73	
3	*Shipping Clerk Switchboard Operator.....	\$13.88	\$14.33	\$14.78
4	Accounting Clerk Incentive Cost Clerk Junior Draftsperson Materials Clerk Payroll Clerk.....	\$14.38	\$14.88	\$15.53
5	Intermediate Draftsperson. *Maintenance Co-ord/Storeskeeper *Q.C. Technician Trainee Quality Analyst.....	\$15.53	\$16.23	\$16.73
6	Production Sched./Planner.....	\$16.23	\$16.78	\$17.33
7	*Calibration Inspector Master Schedule *Q.C. Technician Senior Draftsperson.....	\$17.98	\$18.53	\$19.08
9	"Quality Technologist.....	\$20.85	\$21.40	\$21.95

"Denotes forty (40) hours per week - eight (8) hour day. The balance thirty seven and one-half (37.5) hour work week, seven and one-half (7.5) hour day.

PROGRESSION OF Q.C. TECHNICIAN TRAINEE TO Q.C. TECHNICIAN

Employees entering the Q.C. Technician Trainee Classification will progress to Q.C. Technician maximum after twenty-four (24) months, subject to acquiring the necessary skills and ability to fulfil the job requirements of Q.C. Technician.

Note: Employees in this Classification must remain current in all aspects of the job and are subject to rotation of shifts as well as duties as determined by the Company.

CLERICAL • SCHEDULE "D"
Effective November 4, 1999

Labour Grade Classification	start	After 6 Months	After 12 Months
1 Clerk Typist.....	\$13.38	\$13.78	
2 Senior Clerk Typist.....	\$13.73	\$14.18	
3 *Shipping Clerk Switchboard Operator.....	\$14.33	\$14.78	\$15.28
4 Accounting Clerk Incentive Cost Clerk Junior Draftsperson Materials Clerk Payroll Clerk.....	\$14.83	\$15.33	\$15.88
5 Intermediate Draftsperson. +Maintenance Co-ord/Storeskeeper *Q.C. TECHNICIAN Trainee Quality Analyst.....	\$15.98	\$16.68	\$17.18
6 Production Sched./Planner.....	\$16.68	\$17.23	\$17.78
7 *Calibration Inspector Master Scheduler *Q.C. Technician Senior Draftsperson.....	\$18.43	\$18.98	\$19.53
9 Quality Technologist.....	\$21.30	\$21.85	\$22.40

Denotes forty (40) hours per week -eight (8) hour day. The balance thirty-seven and one-half (37.5) hour work week, seven and one-half (7.5) hour day.

PROGRESSION OF Q.C. TECHNICIAN TRAINEE TO Q.C. TECHNICIAN
 Employees entering the Q.C. Technician Trainee Classification will progress to Q.C. Technician maximum after twenty-four (24) months, subject to acquiring the necessary skills and ability to fulfil the job requirements of Q.C. Technician.

Note: Employees in this Classification must remain current in all aspects of the job and are subject to rotation of shifts as well as duties as determined by the Company.

**LETTER OF UNDERSTANDING #1
INCENTIVE PLAN**

The parties agree to talk after negotiations about a program that either replaces the current incentive plan and/or adds to the ability of every member of the plant to achieve better monetary compensation. This plan will be based primarily on productivity, safety and producing quality castings, which are delivered on time to customers. The outcome will be to add to the financial health of the Company, and job stability for employees.

The parties agree that every aspect of the current plan will be reviewed and that all practices that produce compensation for poor quality parts will be addressed and corrected.

No further amendments will be made to the current incentive plan during these negotiations.

**LETTER OF UNDERSTANDING #2
TEMPORARY JOB POSTING**

Temporary job postings and special projects may be posted for a period of up to six months. This can be extended for an additional three month period if required after discussion with the Union.

An employee successfully bidding onto a temporary posting for a plant clerical position will return to his/her former classification (and machine). Employees filling in behind the original temporary postings will likewise return to their original positions.

Both parties will endeavour to ensure that this posting procedure is fair to all employees, and meets the need of the Company to fill temporary positions with qualified personnel, capable of meeting the requirements of the job.

LETTER OF UNDERSTANDING #3
TOOL POLICY - AIMCO PRODUCTS
ST. CATHARINES PLANT

COPE: To cover all tools purchased by the Company for use within the facility.

list of required tools will be developed showing size, type, etc, for:

- (a) skilled trades and skilled trades apprentices
- (b) production personnel

Skilled Trades

Tools required by skilled trades employees are the sole responsibility of the skilled trades person. The Company will, on an exchange basis, replace any tool that is broken, while being used by a skilled trades person on plant maintenance work.

To be eligible for this policy, a skilled trades employee must provide a complete list of tools to the Company for verification (make, type, size, etc.)

For skilled trades apprentice(s), tools purchased from the approved list will be reimbursed to the apprentice at 50% for actual purchases made every 1,000 hours.

Production Personnel

Tools and toolboxes will be supplied to production personnel where required for the normal function of their classification. The employee is responsible for the safekeeping of all Company supplied tools. The company will replace any tool that is broken while being used in the facility.

Tool Purchases

The Company will set up a payroll deduction system to accommodate the purchase of tools for use within the facility.

Repeated incidents of lost or stolen tools will be reviewed by the Company prior to any tool replacement.

**LETTER OF UNDERSTANDING #4
TRAINING AND MEETING SCHEDULE**

If a need exists to reschedule hours of work to accommodate Plant Meeting: and training, the schedule will be:

Midnight Shift	11:00 p.m. - 6:00 a.m.
Meeting/Training	6:00 a.m. - 7:00 a.m.
Day Shift	6:00 a.m. - 1:00 p.m.
Meeting/Training	1:00 p.m. - 2:00 p.m.
Afternoon Shift	1:00 p.m. - 8:00 p.m.
Meeting/Training	8:00 p.m. - 9:00 p.m.

Any change in hours of work for a meeting or training will be posted at least one week prior to change along with an agenda or notification of the reason for the meeting.

This schedule will only be put into effect on a Friday (commencing with the final midnight shift of the week). If possible, the dates for meetings under this schedule will be distributed evenly between all three shifts.

**LETTER OF UNDERSTANDING #5
PLANT DISPLACEMENT INTO CLERICAL UNIT**

In a layoff situation, a plant unit employee who does not have sufficient seniority to displace another employee as outlined in Article XI - Layoff, Recalls, and Transfers (plant unit bumping procedure), may, if he or she has sufficient seniority, bump into the clerical unit. Any displacement of a plant unit employee into the Clerical unit shall be governed by the provisions of Article 11.04 (Clerical - Layoffs/Recalls).

**LETTER OF UNDERSTANDING #6
CLERICAL DISPLACEMENT INTO PLANT UNIT**

In a layoff situation a clerical unit employee who does not have sufficient seniority to displace another employee as outlined in Article 11.04 (Clerical bumping procedure), may bump the least senior employee in the Plant unit provided he possesses the required seniority, skills and ability.

**LETTER OF UNDERSTANDING #7
JOB BIDDING BETWEEN CLERICAL AND PLANT UNITS**

The parties agree that in the event there are no bidders for a job posting in the clerical unit, the Company will consider bids from plant unit employees with the requisite skills and ability.

Otherwise, should there be no bidders for a job posting in the plant unit, the company will give consideration to bids from clerical unit employees with the requisite skills and ability.

**LETTER OF UNDERSTANDING #8
RE: VACATION PAY**

SUED OCT. 24 '91
REVISED OCT. 13 '94

The Company agrees to pay vacation entitlement to Plant Employees either at the time the employee takes his vacation, or by electing to receive his vacation accrual at June 30th of the vacation year. The employee must submit the vacation payment request form to Human Resources no later than January 15th. Any employee who does not submit a form by the above cutoff date will be paid at the time he takes vacation.

**LETTER OF UNDERSTANDING #9
LEADHANDS**

Leadhands in the Cleaning Room will be put in their own overtime sharing group.

When they have been a Leadhand for 30 days their previous job would be posted as per Article 12.01 of the Collective Agreement.

LETTER OF UNDERSTANDING#10

It is recognized that the long term profitability of the St. Catharines plant is essential to creating job security and maintaining a satisfactory standard of living for all employees at the plant. The Company and the Union further recognize that survival, in light of increasing competition worldwide, can only be achieved by significant and ongoing changes in the way we do business. In order to secure the long term viability of the St. Catharines Plant we must achieve meaningful improvements in safety, quality, and productivity. It is further acknowledged that in order to meet this competitive challenge the skill, commitment, and contribution of every employee is required.

The Company and Union therefore agree to meet and discuss initiatives which contribute to the objectives outlined above. The foundation of this new work structure will be increased employee involvement within the plant.

The parties will meet according to an agreed upon timetable to examine means to achieving these objectives.

**LETTER OF UNDERSTANDING#11
TOTAL PRODUCTIVE MAINTENANCE**

The Company and Union agree to establish a Joint Committee to oversee the implementation of TPM at the St. Catharines Plant. The intended result of the TPM process is improved maintenance, efficiency, quality productivity and training systems.

The TPM Committee will commence upon the ratification of the Collective Agreement, and will continue throughout the implementation of TPM.

**CLERICAL UNION
LETTER OF UNDERSTANDING #12
TEMPORARY EMPLOYEES STORES**

ISSUED OCT.15'93
REVISED OCT.20'94

Temporarily employees will be temporarily assigned to Stores to assist Storekeepers to carry out such duties as rearranging stock, general cleanup and other duties excluding operating the computer system.

When required, Clerical union employees will be given sufficient training to replace Storekeepers for overtime purposes. These replacement employees will receive the Storekeepers middle rate of pay when working in stores.

Temporary employees will be hired to replace Storekeepers in case of sickness, vacation, and leaves of absence during normal working hours and for purposes of overtime should other Clerical Union employees not be available.

Providing the employee has the required skills and ability, an employee with a work related injury or disability will be considered for temporary placement into the Stores area as part of the modified work program

**LETTER OF UNDERSTANDING #13
TEMPORARY EMPLOYEES-CLERICAL**

ISSUED OCT 15'93
REVISED OCT 20'94

The Company and Union agree that from time to time the need may arise to hire a temporary employee to respond to a temporary increase in workload or a special project

In such circumstances, the Company and Union will mutually agree regarding the nature and duration of the temporary assignments

When hiring a temporary employee in the above mentioned situation, the article covering Temporary Employees will apply

Providing the employee has the required skills and ability, an employee with a work related injury or disability will be considered for temporary placement into the position as part of the modified work program

**LETTER OF INTENT
VACATIONS**

The period for taking vacation will be from January 1, 1998 to December 31, 1998.

Each employee will retain at least two (2) weeks of his vacation entitlement to be used during periods the plant is shutdown for maintenance etc. Not all employees with no vacation entitlement will have first preference to work during a shutdown period. Within a classification, senior employees will be given preference over junior employees to work during shutdown period provided the senior employee is not scheduled off for that period as Part of their mandatory two week shutdown requirement.

Notice of these shutdowns will be given at least 4 months in advance.

Any employees with more than two weeks of vacation entitlement must request vacation prior to the middle of June at anytime. Employees with more than two (2) weeks of vacation wishing to take vacation during the twelve (12) week period between June and September, must submit a list of three preferred dates (in order of preference) no later than March 1 of each year. Any remaining vacation requests beyond the 12 week primary vacation period must be requested by September 1 of each year. The Company will ensure that in order to accommodate as many requests as possible, the current practice of utilizing recalls and/or standbys will continue. All employees will be granted at least one week during the period.

On April 1st. of each year, the Company will post the vacation schedule for excess time and with the preference for any particular time being given to the employee with the most seniority.

All excess time will be coordinated by the employer's vacation schedule and any disputes will be reviewed by the parties. If no requests have been made by employees regarding preferential dates by September 1st vacation periods shall be scheduled by the Company.

The Company shall be responsible to schedule all vacation consistent with the amount of vacation each employee has and the need of the Company to maintain necessary production.

Maintenance section (c) remains as is.

This agreement can be continued on an annual basis with the agreement of both parties.