

SOURCE	CO.		
EFF.	94	09	22
TERM.	97	09	24
No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	JFC		

AGREEMENT
between

KENDAN MANUFACTURING LIMITED

and

THE NATIONAL AUTOMOBILE
AEROSPACE TRANSPORTATION AND
GENERAL WORKERS UNION

OF CANADA (CAW - CANADA)
LOCAL 195

SEPTEMBER 24 , 1994

Any disputes arising over any interpretation of the language printed in these books, the original signed Collective Agreement papers will be consulted, and if any differences or discrepancies occur between the two, then the original signed Collective Agreement dated September 22, 1994 will prevail over the printed words in this booklet.

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THIS AGREEMENT ENTERED INTO THIS 24th DAY OF SEPTEMBER, 1994

BETWEEN:

KENDAN MANUFACTURING LIMITED (hereinafter called "The Company")

AND

THE NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 195 (Hereinafter called "The Union")

ARTICLE I - PURPOSE

The general purpose of this agreement is to set forth the hours of work, rates of pay and conditions to be observed by the Company and the Union, and to provide orderly and harmonious procedures between the Company and the Union, and to secure a prompt and fair disposition of grievances. It is the further purpose of the agreement to prevent interruption of work and to promote the efficient operation of the business.

ARTICLE 2 - RECOGNITION

Section I

The Company recognizes the Union for the duration of the agreement as the sole bargaining agency for all its employees in Essex County save and except employees in a supervisory position, foremen, time study men, office staff and all salaried personnel.

Section 2

The Company agrees that in the event the Company's name is changed or if any corporate change is made within the present Company structure, the recognition and terms of this agreement and any appendix will be maintained.

ARTICLE 3 - MANAGEMENT RIGHTS

Section I

The Union recognizes the right of the Management to hire, promote, demote, assign work, transfer and the right to lay off employees because of the lack of work, suspend, discipline and discharge any employee.

Section 2

The Union further recognizes the exclusive right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. In addition, the location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time the rules and regulations to be observed by employees. The interpretation of any new or amended work rules will be discussed with the Plant Committee prior to posting of such rules.

Section 3

The Company agrees that it will not exercise its management rights above in a manner inconsistent with the terms of this agreement.

Section 4

In the event the Company intends to outsource or dual source work that has physically run at Kendan to Exeter Machine Products or affiliated companies, the decision to outsource or dual source such work will be by written mutual agreement between the Company and Union.

ARTICLE 4 - UNION SECURITY

Section 1

Each employee shall become a member of the Union within four (4) weeks of his hiring and will be required to continue to be a member of the Union as a condition of his employment.

Section 2

The Company shall deduct from the pay of each employee who is a member of the Union or a probationary employee monthly dues, initiation fees, other assessments and dues authorized by the constitution and bylaws of the Union.

Section 3(a)

All sums deducted as above together with a record of those employees from whose pay deductions have been made and the amounts of such deductions shall be remitted by the Company to the Financial Secretary of the appropriate local by the 10th of the month following the end of the month in which the deductions were made. The remittance shall be by cheque.

Section 3(b)

- (i) A list of the total Union dues deducted from each employee during a calendar year will be submitted to the Financial Secretary of the Union by no later than March 1st in each year.
- (ii) Union dues will be deducted from regular pay and Vacation pay.
- (iii) The monthly Union dues list submitted to the Financial Secretary will also show the name of each employee from whose pay deductions for Union dues or assessments have not been made and the reason deductions have not been made.

Section 4

The recording in the books of the Company of the amounts so deducted shall constitute such amounts as moneys held by the Company in trust for the appropriate local.

Section 5

Any employee shall have the right to become a member of the Union by paying the entrance fee and complying with the constitution and bylaws of the union.

Section 6

Any dispute as to an alleged breach of the provisions of this article or as to the interpretation of any of the terms or conditions thereof shall be dealt with under Article 9, Section 10 (Policy Grievance).

Section 7

At the time T4 Income Tax slips are issued to employees a list showing the address on record of each employee will be sent to the Financial Secretary of the Union.

Section 8

The Union agrees to save the Company harmless from any action growing out of these deductions and commenced by any employee against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the local Union.

ARTICLE 5 - NO DISCRIMINATION

Section I

The Company and the Union agree that there will be no discrimination against any employee because of race, sex, religion, national origin, sexual orientation, political affiliation or because of his membership or position in the Union or other grounds prohibited by the Ontario Human Rights Code.

Section 2

Whenever in this agreement the masculine gender is used it will include the feminine.

ARTICLE 6 - DISCIPLINE PROCEDURES

Section I

Any verbal disciplinary notation of the foreman's records not recorded in the personnel file will be deleted six months from the date of occurrence giving rise to such notation.

Section 2(a)

When an employee is called to an interview by a member of supervision, and the subject of the interview is to be verbal or written discipline, he will be accompanied by his committeeperson, who will have been given prior notice as to the reason of the interview.

Section 2(b)

If during an interview between an employee and a member of supervision, the subject of discipline arises related to the employee being interviewed, the supervisor will send for a Committeeman and the interview will continue when the committeeman is present.

Section 2(c)

When a written warning has been issued against an employee, such written warning shall remain against the record of an employee for a period of twelve (12) months from the date of occurrence giving rise to such written warning.

When an employee has been suspended, such suspension shall remain against the record of the employee for a period of twenty-four (24) months from the date of occurrence giving rise to such suspension. When a time limit as outlined above has expired the record of warning or suspension shall be returned to the employee and shall not be used against the employee thereafter. Written warnings are not to be sent to the employee's home address.

Section 3(a)

Where an employee is discharged or suspended while on company premises the employee will be given an opportunity to discuss the discharge or suspension with his committeeman or chairman before being required to leave the company's premises.

Section 3(b)

An employee subject to discharge or suspension while on Company premises on a shift other than the day shift will not be discharged or suspended except for the balance of his shift. Before any further action can be taken a meeting will be held with the Chairman on the next following working day at 9:00 a.m. so that the matter may be dealt with.

Section 3(c)

The discharge or suspension of an employee while off the company premises will be dealt with at a meeting on the next following working day with the Chairman in order that the regular procedures as outlined above 3(b) may be followed.

Section 3(d)

In the event the Chairman is not available in 3(b) and 3(c) then the meeting may, by mutual agreement, be deferred. If such meeting be deferred, then the suspension also will be extended.

Section 4

In the event that an employee is disciplined, the Company shall notify the Union in writing immediately before any disciplinary action has been imposed, stating in such notice the reason or reasons for the disciplinary action and the discipline imposed. If a suspension is imposed the suspension will not be imposed until a meeting under Article 9 Section 4 is held, except when the circumstances warrant immediate suspension such as gross insubordination, fighting, willful damage to Company property etc.

Section 5

It is agreed that all discipline will be for cause.

ARTICLE 7 - REPRESENTATION

Section I

The Union may appoint and the Company shall recognize a Shop Committee of four (4) members, one of which will be Chairman and one member shall be Recording Secretary. The Chairman and the Recording Secretary shall be employed on the day shift only. The remaining two (2) members of the Shop Committee shall be committee-members and shall function as such.

Whenever there are two (2) shifts, one of the committeemen will be on the day shift and one on the afternoon shift.

Whenever there are three (3) shifts an alternate appointed committeeman will function on the midnight shift.

Section 2

Each member of the Committee, at the time of his appointment, shall have at least twelve (12) months' seniority with the Company.

Section 3

The Union shall notify the Company in writing, as the need may arise, of the names of the members of the Committee, their position in the Committee and their effective date.

Section 4

It is understood and agreed that members of the Committee as well as other employees have regular duties to perform. A member of the Committee with the approval of his foreman, shall be permitted as soon as possible, during his regular working hours, without loss of time or pay, to leave his regular duties for a reasonable length of time to investigate and present grievances. Such permission shall not be unreasonably withheld.

Section 5

When, in the opinion of the foreman concerned, more than a reasonable period of time shall have been taken by a member of the Committee to accomplish such presentation or investigations, the foreman of the department to which the member of the Committee is attached may decline to approve payment to such member for such excessive time, subject to the grievance procedure.

Section 6

The Plant Committee in Section 1 above, shall also constitute the Negotiating Committee. The Negotiating Committee shall be allowed such time as is necessary when in conference with Management and shall be paid at regular base rates for such time as is spent during the Committee member's shift.

Section 7

The Company will allow the Committee the use of the Conference Room up to one (1) hour per week, when necessary, during the regular day shift to discuss in-plant related problems.

Section 8

The Plant Chairman shall be allowed up to four (4) hours per day, and the Recording Secretary shall be allowed up to two (2) hours per day for the purpose of representation arising out of this agreement.

Section 9

In the event that the Plant Chairman is absent from the plant, the Recording Secretary may assume the position of Plant Chairman.

Section 10

The Company shall provide a Union office for the Chairman of the Plant Committee. Such office will be equipped with a telephone. These facilities will be provided subject to the following conditions:

- (a) The office will be used only by the Chairman and members of his committee for conducting Union business.
- (b) The telephone will provide outside line service during the Company's office day shift hours only and will be used solely for calls dealing with Union business, provided that any long distance calls charged to the Company will be reimbursed by the Union.

Section 11

Except for job posting for Group Leaders, members of the committee shall not be restricted from acceptance for a job opening due to their position with the Union or their availability on the job due to their duties to provide representation.

Section 12

A member of the Committee will not be accepted for a position excluded from this agreement with the Company until he has not functioned on the Plant Committee for six months.

Section 13

When a member of the Committee is called by the Company to attend a meeting which commences prior to or continues beyond his regular shift he shall be paid his regular hourly rate for such time spent at such meeting.

ARTICLE 8 - CONFERENCE

Section 1 (a)

A conference between the Company representative and the Plant Committee, with or without the National Union representative, shall be called when agreed upon. The @om and The Union agree to establish regular meeting to promote communication* between the -parties. Matters proposed to be discussed at a conference shall be listed on an agenda to be supplied by the party requesting the conference to the other party, not less than twenty-four (24) hours before the time for which the conference is arranged.

Section 1 (b)

All answers to such matters discussed at such a conference shall be in writing and given to the Committee not later than five (5) working days following such conference.

Section 2

Recognizing that from time to time there will arise maintenance matters on which joint discussion is desirable there will be discussion and **an** effort to resolve matters relative to the Maintenance Department.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1

No grievance shall be considered which usurps Management's function.

Section 2

Subject to Section 3 of Article 10, an employee having a grievance shall first submit his grievance in writing to his foreman, or if he desires through his committeeman, within three (3) working days of the cause of grievance. The foreman will deal with the grievance and will render a decision on the grievance in writing to the employee concerned within two (2) working days following the presentation.

Section 3

If the decision of the foreman is not satisfactory to the employee concerned, the grievance may thereupon be appealed in writing to Management within three (3) working days for a decision, which decision shall be given in writing within two (2) working days thereafter.

Section 4

If the decision of Management is not satisfactory to the employee concerned, the chairman of the Plant Committee, within two (2) working days, may request a meeting of the Committee and Union representative with Management within three (3) working days for a reconsideration of the matter, and a decision will be given in writing to the Plant Chairman within three (3) working days following such meeting.

Section 5

If the decision of Management is not accepted and the issue is to be submitted to arbitration, written notice of appeal shall be served on the Company within five (5) working days. The appeal shall be to an impartial Umpire to be selected by the parties hereto, or if such parties fail to select an Umpire within five (5) working days of the receipt by the Company of the notice to appeal, then to an impartial Umpire selected by the Minister of Labour of the Province of Ontario. The decision of the Umpire shall be final and binding upon the Company and the Union and every employee within the bargaining unit affected by this agreement.

Section 6

The Umpire shall not have jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof, or to give any decision not consistent with the terms and provisions of this agreement or to deal with any matter not covered by this agreement. However, the Umpire shall have the power to modify or set aside any penalty imposed by the Company relating to the grievance then before him.

Section 7

Each party shall bear the expense of its own representatives at the arbitration hearing and the cost of the Umpire shall be borne equally by the Company and the Union.

Section 8

The following special procedure shall be applicable to a grievance alleging improper discharge of an employee.

The discharged employee may present the grievance in writing either direct or through the Chairman of the Committee, to Management within two (2) working days of the discharge and Management will review the grievance with the Plant Committee and render a written decision within two (2) working days after such review. If the decision is not satisfactory to the employee, the matter may then proceed on the giving of the prescribed notice of appeal as an appeal to an impartial Umpire selected as herein provided.

Section 9(a)

No grievance shall be considered which is not filed or appealed within the times herein respectively prescribed for filing and appealing.

Section 9(b)

The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and Statutory Holidays and may be extended by mutual agreement between the parties.

Section IO(Policy Grievance)

An allegation involving the interpretation or violation of any provision of this agreement may be lodged in writing by the President of Local 195 or by a National Representative of the National Union in Canada or by the Chairman of the Plant Committee with the Personnel Department. Upon failure of the Company and Union to agree on a settlement of the issue, it may be appealed to an arbitrator, within the time, in the manner, and to the extent set forth in the Agreement. The Union will not use this procedure to circumvent any provision of this agreement.

Section 11

A group grievance is defined as a single grievance, signed by a Committeeman on behalf of a group of employees who have the same complaint. The grievors shall be listed on the grievance form.

ARTICLE 10 - SENIORITY

Section 1

Fundamentally, the provisions herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Company, consistent with consideration of merit and ability. In a situation not dealt with in the Collective Agreement, the Company and the Union agree that every practical effort will be made to utilize seniority as the determining factor.

Section 2(a)

An employee who has completed sixty (60) working days of employment within the twelve (12) month period after hire, shall at that time be placed on the seniority list, whereupon his seniority rights shall commence, and his seniority will be predated sixty (60) working days prior to his attaining seniority rights.

Section 2(b)

When required, Management will advise the Committee as to why an employee, who having worked sixty (60) days in any department, has not been recognized as an "A" Operator.

Section 2(c)

For the purpose of establishing seniority, four (4) hours worked on a Saturday, Sunday or holiday will constitute a day worked.

Section 2(d)

Each employee will be assigned a master number and every employee hired thereafter will be assigned a master number on the date of his hiring.

Section 3

The Company may terminate the employment of a probationary employee without notice and such action may not become a grievance.

Section 4

A seniority list shall be maintained by the Company and shall show the seniority date and classification of each employee.

Section 5(a)

Seniority lists shall be revised not less than once every three (3) months, a copy will be supplied to the Union and copies will be posted in the plant.

Section 5(b)

The Company will supply the Plant Committee upon request a list of employees on Weekly Indemnity, Long Term Disability, or Workers Compensation.

Section 6

When an employee is removed from the seniority list, the Company will notify the Chairman of the Committee in writing the reason for such removal.

ARTICLE 11 - LOSS OF SENIORITY

Section 1

Seniority rights and employment shall cease for any of the following reasons:

- (1) If the employee quits his employment.
- (2) If the employee is discharged and such discharge be not reversed through the grievance procedures or by mutual agreement through negotiations.
- (3) If the employee fails to report for duty for more than three (3) consecutive scheduled working days. This clause shall not apply if the employee furnishes reasons satisfactory to Management for such failure.
- (4) If the employee fails to return to work after recall within six (6) consecutive working days after notification to do so to his address on the records of the Company. This clause shall not apply if the employee furnishes reasons satisfactory to Management for such failure.
- (5) (a) For an employee with less that one (1) year of seniority at the time of his lay-off who has been laid off for a period of twelve (12) consecutive months.
(b) For an employee with over one (1) year but less than two (2) years of seniority at the time of his lay-off who has been laid off twenty-four (24) consecutive months.
(c) For an employee with two (2) years or more of seniority at the time of his layoff who has been laid off for thirty-six (36) consecutive months or time equal to his seniority whichever is the greater.
- (6) If the employee fails to return to work on the first day following the expiration of a leave of absence. This clause shall not apply if the employee furnishes reasons satisfactory to Management for such failure.
- (7) If the employee accepts other employment while on leave of absence.
- (8) If the employee retires or is retired under the normal or early retirement provisions of the Kendan Manufacturing Pension Plan.
- (9) If the employee is transferred or promoted to an excluded position pursuant to Article 12, Section 4, 4(a), 4(b), 4(c).

Section 2

For employees with over one (1) year seniority the Company will accept as a satisfactory reason under subparagraphs 3 and 4 of this Article for absence of an employee up to ninety (90) ays, his one time only conviction of an offense arising out of the operation of a motor vehicle as well as any absence because he is being held in custody pending disposition of the charges against him.

Section 3

If an employee with over one (1) year seniority is imprisoned following a conviction for an offense other than one arising out of the operation of a motor vehicle and if the sentence is for thirty (30) days or **less** the Company will accept the sentence on a one time only basis as a satisfactory reason under sub-paragraph 3 and 4 of this Article for the employee's absence from work during the time of his sentence.

ARTICLE 12 - JOB POSTING, PROMOTIONS & TRANSFERS

Section 1(a)

Promotions and transfers will be based primarily on the competence and ability, and seniority of the employee concerned. When more than one (1) employee bids on a job posting, they shall be given a test to determine the degree of competence and ability. The senior employee who meets the qualifications for the job will be the successful bidder. The Chairman may be present at such written test.

Section 1(b)

When the committee disputes the placement of the most senior employee on the job posting, who has qualified under Section 1a, he shall be allowed a trial period, at the request of the committee. Length of such trial period will be by mutual consent.

Section 2(a)

If an employee is transferred permanently from one classification to another the seniority previously acquired shall also be transferred. In cases of temporary transfers, namely in the case of a transfer of less than fourteen (14) working days, the employee shall retain his hourly rate. The employees in that Department who have the least seniority who can satisfactorily perform the work to be done will be assigned. However in the case of a transfer for less than one (1) day, under extenuating circumstances, such as machine breakdown or material shortage etc. the Company may transfer an employee without regard to seniority.

Section 2(b)

In the case of a transfer of an employee for more than one (1) day the Union shall receive a copy of any change of status report.

Section 2(c)

In considering applicants for job postings, the record of competence and ability displayed by such employees on a temporary job transfer shall not be the deciding factor in the selection of the successful bidder.

Section 3(a)

Selection of "A" Operator trainees for job classification of Setter-Operator or Index "A" Operators will be based on Article 12 Section 1. The successful applicant will be trained thereafter until he fulfills the requisites of Setter-Operator or Index "A" Operator classification. Applicants so trained cannot job post for twelve (12) months. Successful applicants will attain Setter-Operator or Index "A" Operator status no later than six (6) months from the effective date of the job posting. Extension may be granted by mutual agreement between the Company and the Union.

Section 3(b)

After having completed forty (40) working days of training, the employee will receive an increase of ten (10@) cents per hour above the rate of "A" Operator.

Section 4

The appointment or selection of employees for supervisory positions, or for any position not subject to the provisions of this agreement is not covered by this agreement.

Section 4(a)

The parties agree that the following provisions shall apply in respect to the rights and seniority privileges of persons who are now outside the bargaining unit or who, at a future date, are promoted to a job outside the bargaining unit.

Section 4(b)

If an employee who is covered by the terms of this agreement or any renewal agreement is promoted or transferred on or after November 12, 1979, to a job outside the bargaining unit then that person shall have the right, within a period of sixty (60) calendar days following the date on which he was transferred or promoted to a job outside the bargaining unit, to return to the bargaining unit in line with his previously held seniority.

Section 4(c)

In the event an employee does not return to the bargaining unit within the above time limits he shall forfeit all his seniority rights in the bargaining unit.

section 4(d)

In the event an employee does return to the bargaining unit within the above time limits he shall not be permitted to job Post for a six month period.

Section 5(a)

Whenever a vacancy occurs, notice Of such vacancy shall be POBted, for the department in which such vacancy occurs on the bulletin board in the plant for three (3) working days and any employee from the plant may submit an application in writing on a form provided by the Company. Such notice will show job title, job requirements, rat ' e of pay, department and number of jobs vacant. Copies of such notices shall be forwarded to the Plant Committee.

Section 5(b)

All applicants shall be notified as to the status of their application and, where possible, the successful applicant placed on the job within ten (10) working days of the job posting.

Section 5(c)

Vacancies shall be filled as follows:

1. By the applicant qualifying under Section 1
2. If no applicant has the required competence and ability after exhausting Section 1, the Company may fill such vacancy from such sources at its disposal.
3. Job postings not filled after thirty (30) days will be reposted.

Section 5(d)

A seniority employee, with the necessary qualifications as per Article 12 Section 1, will be the successful applicant in a job posting, regardless of bidding rights, before new hires, provided the job posting is for a position equal to or superior to the one presently held. Exception may be made by mutual agreement. This section does not apply to trainees.

Section 5(e)

In the event that a job posting is cancelled, the Company will inform the Union in writing of the reasons for the cancellation.

Section 5(f)

Employees with greater seniority who are unsuccessful in bidding on jobs under this Article shall be advised in writing as to why they did not qualify.

Section 5(g)

The names of successful applicants for any job posting will be posted in the plant no later than three (3) working days of filling the vacancy.

Section 5(h)

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A list of all applicants for any job posting will be given to the Plant Committee before the vacancy is filled.

Section 5(i)

An employee absent from work during the period of job posting because of accident, illness, vacation, jury duty, leave of absence or bereavement leave shall be entitled to bid for any job posting, within the time limits specified in Section 5 provided he returns to work within twenty-one (21) days. This time limit may be extended by mutual agreement.

Section 6(a)

An employee who is promoted or transferred through job posting, and such promotion or transfer becomes permanent, such employee will not apply for further vacancies for a six (6) month period, notwithstanding Section 3.

Section 6(b)

An employee may elect to decline his promotion or transfer within a ten (10) day period and be transferred back to his original classification.

If the employee elects to decline his posting within the first five (5) working days such employee may not job post for one (1) month. however if the trial period extends past five working days such employee may not job post for six (6) months.

Section 6(c)

If a vacancy is filled, as the result of the posting, the vacancy created thereby shall be posted.

Section 6(d)

An employee who is promoted or transferred through job posting, and such promotion or transfer does not become permanent, such employee will be returned to his original job without loss of seniority and any other employee affected thereby will be returned to his job on a similar basis.

Section 6(e)

An "A" Operator who bids through job posting to another department shall retain the "A" operator rate. An Index "A" operator, who bids through job posting for the same classification in another department, shall return to the Index I'All Operator rate within one (1) month of the effective date of transfer.

Section 7

Promotions or transfers through job posting become permanent after having completed sixty (60) working days notwithstanding Article 12, Section 3(a).

Section 8

Temporary vacancies occurring during the period of job posting may be filled by the Company in such manner as it may, in its discretion, determine.

Section 9

In the event of an employee suffering a disability, exception may be made where possible to the seniority provisions of this article in favour of such employee by the Company after consultation with the Committee.

Section 10

An employee permanently transferred, due to a reduction in his classification, shall be entitled after a two month waiting period, to one (1) job posting, except trainee posting, and still retain seniority in his original classification.

Section 11

Temporary job postings are postings to fill long-term temporary vacancies. They will be clearly marked as such and subject to the contractual rules of job posting under this article with two (2) exceptions:

1. They do not become permanent after 60 working days
2. When reductions occur temporary postings will be cancelled first

The successful candidate will be selected from those employees holding positions which do not require a further replacement and they will fill the vacancy until it ends or becomes permanent. Upon completion of the temporary job posting the employee will be returned to their previously held position with no loss of seniority. Specific positions will be determined by anticipated duration and the needs of the Company.

ARTICLE 13 LAYOFF AND RECALL

Section 1a

When there is a reduction in the working force the following procedure shall be used:

- (a) Probationary employees shall be laid off first, excepting skilled trades journeymen.
- (b) Employees will be laid off according to inverse seniority, provided there are available employees who are able to do the work of the employee or employees to be laid off.

Section 1b

Whenever the question of ability becomes a dispute during a layoff or recall, the following procedure shall apply. The employee or employees involved in such a dispute shall be placed on the job in dispute and shall be given up to a ten (10) day trial period to prove that he is able or not able of doing the work.

Section 2

When there is an increase in the working force after a layoff, employees shall be recalled to work according to their seniority, provided the employees who are to be recalled can do the work.

Section 3

When there is a reduction in the working force, the names of employees so affected will be supplied to the Committee Chairman.

Section 4

Notwithstanding his seniority status, a member of the Committee in the event of a layoff, shall be continued at work as long as work is available in his classification which he is able to do and thereafter, shall be continued at other work in the plant as long as other work is available which he is able to do.

ARTICLE 14 - CALL IN/CALL BACK PAY

Section 1

Provided an employee has clocked out and has left the Company premises and is called back to the plant for work he shall receive a minimum of two (2) hours pay at the straight time rate for such time worked plus applicable overtime. In addition he will receive two (2) hours pay at the straight time rate as a call back premium.

Section 2

Industrial technicians called in on an emergency basis will receive two (2) hours at their straight time rate as a call in premium, and applicable overtime for the work performed. In addition, where the work is less than two (2) hours long the Company will pay at the straight time hourly rate the difference between time worked and two (2) hours.

This provision is to cover the Saturday afternoon shift and Sunday afternoon shift for unscheduled breakdowns and is to supplement overtime required by the Industrial Technicians Department, not replace it.

ARTICLE 15 - REPORTING PAY

Section 1

It is agreed that the Company will pay four (4) hours pay at the regular rate to an employee who is allowed to report for work and for whom work is not available, except when work is not available because of fire, flood, breakdown of equipment, power shortage, union dispute or any other condition that is beyond the control of the Company.

ARTICLE 16 - FOREMEN

Section 1

Foremen and supervisors may operate the equipment to develop processes, to demonstrate instructions to employees that are operating machines or performing other tasks in order to check for safety or performance. Foremen and supervisors may also try out tooling or equipment to evaluate and check for safety or performance.

Section 2

The Union also agrees that foremen and supervisors have certain work to perform in addition to their purely supervisory duties, such work when performed by foremen or supervisors will not deprive employees of their regular work.

ARTICLE 17 - GROUP LEADER

Section 1

Group Leaders are hourly rated employees who are selected through job posting primarily to lead the work of the group of employees of which they are a member. Their function is to assist the others in the group to maintain the scheduled flow of work, as well as to do productive work to which they may be assigned. Group Leaders do not have disciplinary authority.

ARTICLE 18 - SAFETY AND HEALTH

Section 1(a)

The Company agrees to continue its policy of protecting by all reasonable means the safety and health of employees on the Company premises, and the Union agrees that all employees will comply with all health, fire and safety requirements.

Section 1(b)

During the period of this agreement the Company will abide by the terms and provisions of the ONTARIO OCCUPATIONAL HEALTH AND SAFETY ACT. The Company further agrees that it will not discharge or discipline an employee because the employee has sought enforcement of the Act or Regulations with reasonable cause to believe the machinery, device, area or thing to be used or operated is unsafe.

Section 2(a)

The Company will recognize a Joint Safety Committee consisting of two (2) members appointed by the Company and two (2) members and one (1) alternate elected by the Union. One of the elected members by the Union will act as Chairman of the Union Safety Committee and will be employed on the day shift only. Each member of the Union Safety Committee, at the time of his appointment shall have at least twelve (12) months seniority with the Company.

Section 2(b)

The chairman of the Union Safety Committee will receive such training as may be required to help him carry out his duties in an informed manner. The Company agrees to pay lost time for the Chairman of the Union Safety Committee to attend recognized safety seminars agreed to by the Company.

Section 2(c)

The Chairman of the Union Safety Committee will represent employees where a question arises as to whether or not a condition is safe.

He will make recommendations to all parties in the matter of
He will accompany the Ministry of Labour Safety Representative when an inspection visit is made.

He and one (1) Company Safety Representative will tour the plant every two (2) weeks.

Section 2(d)

The Safety Committee will meet monthly to review accidents and such other matters which fall under the general heading of safety.

Section 2(e)

Recommendations to the Company concerning safety will be made directly to a Company Safety Representative.

Section 2(f)

The Company shall ensure that the chairperson of the Union Safety Committee is provided with certification training (under the appropriate provisions of bill 208) as soon as possible upon election, unless the USC Chairperson has already received such certification.

Section 3

The Company shall issue free to all employees exclusive of personal clothing, any necessary protective equipment recommended by the Safety Committee and approved by the Company.

Section 4

The Chairman of the Union Safety Committee and members of the Union Safety Committee will be permitted to leave their regular duties, after receiving permission from their foremen, for a reasonable period of time, to perform their duties outlined in section 2 of this article. They will be paid their regular rate of pay for all time spent on such duties during their regular scheduled shift hours of work.

Section 5(a)

The Union Safety Representative will be notified of an accident requiring outside medical aid within one working day.

Section 5(b)

The Chairman of the Union Safety Committee or alternate will be notified immediately of any critical injury as defined by the ONTARIO OCCUPATIONAL HEALTH AND SAFETY ACT, and will be allowed a reasonable length of time to investigate same.

Section 6

All machines will be equipped with safeguards before being put into production.

Section 7

The Company shall establish and post an Emergency Procedure Program in consultation with the Safety Committee. This shall include First Aid and CPR training to ensure immediate emergency response until medical aid arrives.

Section 8

The Company shall establish a complete chemical inventory and provide Material Safety Data Sheets to the Chairman of the Union Safety Committee.

Section 9

The Company will continue to enforce the Nitrite Control Program and the Coolant Control Program and the summer heat agreement as agreed to with the Union Safety Committee.

Section 10

The introduction of any new or amended safety program or rule will be discussed with the Chairman of the Union Safety Committee and Chairman of the Union Committee prior to being posted or enforced.

Section 11

An Ergonomics Program shall be established to make proposals for the prevention of biomechanical injuries in the workplace.

If a dispute arises in regards to the ergonomic impact of any new job or because of a change in an existing job the matter will be submitted to an impartial umpire to be selected by the parties and is knowledgeable in the field of ergonomics. The decision of the umpire shall be final and binding upon- the Company and the Union.

The cost of the umpire shall be borne equally by the Company and the Union.

ARTICLE 19 - INJURY ALLOWANCE

Section 1(a)

An employee injured on the job shall be paid for the balance of his scheduled shift on which the injury occurred if, as a result of such injury, he cannot complete his shift because he has been sent home by the Company or a Medical Practitioner.

Section 1(b)

If an employee is sent home because of an injury sustained at work the Company will supply transportation home when requested.

ARTICLE 20 - TRANSFER OF OPERATION

Section 1

In the event the Company moves to or starts a manufacturing operation in any other locality, employees with seniority will be given an opportunity to transfer with the Company.

ARTICLE 21 - LEAVE OF ABSENCE

Section 1

The Company shall grant a leave of absence to an employee without pay to serve in a full time position with the Local Union or the National Union.

Such leave shall be for a maximum period of three (3) years, however, the term shall be extended upon application by the Local Union or National Union.

- (a) A bargaining unit employee with one (1) year seniority or more appointed or elected as a Canadian C.A.W. delegate to perform duties on behalf of the Local Union shall be granted a leave of absence without pay when submitted in writing by the Local Union to a maximum of twelve (12) consecutive calendar days.
- (b) An employee absent under a Union Leave of Absence pursuant to Section 1 shall have full continuance of seniority and pension crediting.
- (c) An employee absent under a Union Leave of Absence pursuant to Section 1(a) above shall suffer no loss of benefits or seniority during any approved absence.

Section 2(a)

The Company, upon being shown good and sufficient reason, may grant an employee a temporary leave of absence without pay or loss of seniority.

An answer to a leave of absence request shall be given no later than six (6) weeks prior to the date of the requested leave.

Section 2(b)

The Company, upon being shown good and sufficient reason may grant each seniority employee an extended leave of absence without pay or loss of seniority up to his vacation entitlement, to a maximum of four (4) weeks. Such leave will be on a one-time only basis for the life of this agreement.

Section 3

In no case shall a leave of absence be given to an employee for the purpose of working at another plant. A copy of any leave absence shall be given to the Chairman of the Shop Committee.

Section 4

Pension Plan contributions will be made for time spent away from the Plant by Members of the Committee on Union business during regular working hours.

ARTICLE 22 - COMPASSIONATE LEAVE

When a bereavement occurs in the immediate family of a seniority employee, he will be granted three (3) days leave of absence when attending the funeral or one (1) day leave of absence when not attending the funeral. Such leave will be during the period commencing with the date of death and ending with the second calendar day after the day of the funeral and be compensated for regular 10Bt earnings (except SaturdayB and SundayB) at the Bstraight@@ourly rate excluding premiums, providing he submits proof of such bereavement. Immediate family shall mean - father, mother, spouse, common-law spouse, daughter, son, brother, Bister, mother-in-law, father-in-law, stepchild, stepbrother, BstepBiBter and Btepparent.

Section 1(b)

Where an employee cannot attend the funeral of a member of the immediate family because the funeral is held outside a four hundred (400) mile radius from Windsor, he will be granted bereavement leave of up to two (2) days as provided under Article 22 Section 1(a).

Section 1(c)

The Company will grant a seniority employee one (1) compensated working day leave of absence to attend the funeral of his - Grandparents, BPOUBe'B grandparents, grandchildren, brother-in-law, sister-in-law, Bon-in-law, daughter-in-law, providing he submits proof of such bereavement.

Section l(d)

An employee who had been scheduled to work on Saturday will be paid the equivalent number of hours at his straight time hourly rate, excluding premiums.

ARTICLE 23 - JURY DUTY

Section 1

An employee with seniority who is called to and reports for jury duty or as a subpoenaed witness shall be compensated by the Company for the difference between what he received as compensation for such duty and his regular day's pay (excluding shift premium and overtime) for each day Of such duty performed when he would otherwise be working.

Section 2

In order to receive payment under this Section, the employee must make application. He must also give the Company prior notice that he has been summoned for jury duty or as a subpoenaed witness and Must furnish satisfactory evidence that such duty was performed on the days for which he claims such payment.

ARTICLE 24 - BULLETIN BOARDS

section 1

The Committee may have the use of one bulletin board in the Company's plant to be erected, located and designated for the purpose by the Company, provided, and it is agreed, that the use by the Committee of such bulletin board shall be restricted to the posting thereon of only such notices as have received the Company's approval prior to the posting thereon, and that the Subject matter of all such notices shall be restricted to notices pertaining to recreational or social activities of meetings or notices of Union elections. Provided further, that no notice shall be posted by the Committee on such board containing advertising or political matter.

ARTICLE 25 - STRIKES OR LOCK OUTS

Section 1

The Union shall not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, Btay-in or slow down in the plant of the Company or interference with production of the Company. The Union will not cause or permit its members to cause or will any

member of the Union take part in any strike or stoppage of any of the Company's operations or picket the Company's plant or premises. Any employee who violates any provisions of this paragraph will be subject to dismissal.

The Company will not cause or sanction a lock-out while this agreement is in effect.

ARTICLE 26 - HOURS OF WORK AND OVERTIME

Section I

The hours of work shall be forty (40) hours per week, eight (8) hours per day Monday through Friday.

Normal starting times will be 7:00 AM for days and 3:30 PM for afternoons on a two shift rotation and 8:00 AM for days. 4:00 PM for afternoons and 12:00 midnight for midnights. Changing of the normal starting times will be by mutual agreement or for overtime purposes only.

Section 2

Hours worked over and above eight (8) hours per day, Monday through Friday, shall be considered as overtime and paid for at the rate of time and one-half of the regular hourly rate. When over four (4) hours per day of overtime is worked Monday through Friday, double the regular rate will be paid for the time in excess of four (4) hours of overtime. Time and one-half shall be paid for the first eight (8) hours worked on Saturday. Double time shall be paid for all time worked over eight (8) hours on Saturday and for all hours worked on Sunday.

Section 3(a)

Where practical the Company will endeavour to schedule overtime Monday through Thursday at two (2) hours per day, or Monday through Thursday one (1) hour per day plus four (4) hours Saturday in lieu of eight (8) hours on Saturday.

Section 3(b)

All hours of work over nine (9) hours per day, Monday through Thursday, are voluntary. All hours of work over eight (8) hours per day on Friday are voluntary. All hours of work over four (4) hours per day on Saturday are voluntary. All hours of work on Paid Holidays and Sunday are voluntary. Reasonable notice for overtime will be given, such notice being:

1-1/2 hours advance notice before end of regular shift.

24 hours before Saturday

24 hours before Sunday

Section 3(c)

The Company will excuse employees from working required overtime on a Saturday provided there are sufficient employees to perform the work in question. If there are an insufficient number of employees who volunteer to work a Saturday, employees will be scheduled to work in inverse order of seniority on the shift in the department as required.

Section 4(a)

All overtime and extra time will be offered by classification within the departments.

Selection shall be based on seniority, capability and lowest overtime hours.

Section 4(b)

A copy of a list of all employees who are to work overtime or extra time will be given to the Chairman of the Union Committee.

Section 4(c)

overtime will be charged to an employee, under the following conditions, for the purpose of distributing overtime according to Section 7 of this article:

- a) Hours worked within the employees classification and/or department.
- b) Hours declined within the employees classification and/or department where reasonable notice per Section 3(b) has been given.
- c) Hours worked outside the employees department.

Section 5

As far as reasonably possible overtime and extra time will be equally distributed by classification within the department.

When the normal complement of shifts are working, selection of overtime will be from the shifts. When less than the normal complement of shifts are working overtime will be selected by the department.

Section 6

When ten (10) or more employees are to work overtime in the plant, the Union representative or designated alternate on the shift will be one of the employees, providing he is willing and able to do the work required.

Section 7(a)

A record of all overtime shall be kept up-to-date by the foreman of each department in line with Section 4 of this Article. The record will indicate the amount of overtime worked or refused by

overtime classification within the department and @ill be posted in the department where it can be checked by the committee member and other employees. Double time hours will be charged at the rate of 1.5.

overtime records shall be updated on a daily basis.

Section 7(b)

An-individual who is absent from overtime when less-then the whole department is working will be charged at double the hours scheduled.

Section 8

The Company will pay employees a meal allowance of three dollars and fifty cents (\$3.50) when overtime of four (4) hours or more is to be performed in any one (1) day Monday through Friday.

Section 9

All seniority employees will be offered overtime before overtime is offered to probationary employees.

ARTICLE 27 - TOOL ALLOWANCE

Section I

The Company will pay an annual tool allowance in the amount and to the following job classifications:

Industrial Tech. and Toolmakers	\$150.00
Set Up Men, Leaders and CNC#L	95.00
Setter Operator and CNC#2	75.00
Setter Operator Trainees and CNC#2 Trainees	42.50

Payment to Leaders will be restricted to Leaders of Maintenance, Set-up and Production employees only. The Allowance will be paid, commencing; in January of each year, upon proof of purchase of approved tools. This benefit will be prorated for those with less than a full years service. Any unused portion of the tool allowance will be rolled over to the following;year.

Section 2

The Company will provide each employee with one year or more seniority, a safety shoe allowance to the maximum of \$55-00 in each year of the collective agreement for approved safety shoes, payable upon proof of purchase provided he has worked one thousand (1000) hours from date of last purchase.

ARTICLE 28 - SHIFT WORK AND SHIFT PREMIUM

Section 1

Where shift work is performed, employees so engaged will work such shifts on a rotating basis. The normal shift rotation shall be on a two (2) week cycle, except as agreed to between the Company and the Union.

When three (3) eight (8) hour rotating shifts are worked, employees so engaged will have a twenty (20) minute lunch period with pay.

Section 2

The Company will pay a premium of twenty-eight (28) cents per hour for work on the afternoon shift and a premium of thirty-two (32) cents per hour for work on the midnight shift.

Section 3(a)

When an employee is to rotate on the afternoon or midnight shift he will be notified on the Thursday prior.

Section 3(b)

When an employee is required to change shifts an effort will be made BO that such change shall occur on a Monday and that he will be notified on the Thursday prior.

ARTICLE 29 - PRODUCTION PERFORMANCE

Section 1(a)

The Time Study Man will advise the employee when a time study is being made.

Section 1(b)

The company will not time study a probationary employee or an employee who is on temporary transfer.

Section 2

When standards are to be changed for any reason, before they are posted, or an operator is asked to meet them, they will be explained to the operator involved.

Section 3

If the Committee disagrees with a production standard, the Company will review the job or portion in disagreement.

Section 4

If still in dispute the Union shall have the right to bring into the plant a Representative(B) qualified to deal with only technical aspects of the dispute and every effort shall be made by the parties to resolve the problem. All expenses in connection with the Union Representative(s) shall be borne by the Union.

Section 5

When a time study standard is considered temporary the Company shall notify the Union in writing as to the reason why such standard is temporary.

ARTICLE 30 - REST PERIOD

Section 1(a)

The Company will allow a specified ten (10) minute rest period each half shift.

Section 1(b)

A ten (10) minute rest period will be allowed when an employee is to work two (2) hours overtime.

Section 1(c)

A five (5) minute wash up period will be allowed at the end of each shift.

Section 1(d)

A two (2) minute wash up period will be allowed at the end of the first half shift.

ARTICLE 31 - HOLIDAYS

Section I

Subject to Section 3, the Company will provide the following paid holidays to all employees with seniority as follows:

1994

October	10	Thanksgiving Day
November	11	Rememberance Day
December	23	Floater - Day before Christmas Day
December	26	Christmas Day
December	27	Boxing Day
December	28	Floater
December	29	Floater
December	30	Floater - Day before New Year's Day

1995

January 02	New Years Day
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April 14 Good Friday
May 22 Victoria Day
June 30 Dominion Day
September 04 Labour Day
October 09 Thanksgiving Day
November 10 Remembrance Day
December 25 Christmas Day
December 26 Boxing Day
December 27 Floater - Day before Christmas Day
December 28 Floater
December 29 Floater

1996

January 01 New Years Day
January 02 Floater - Day before New Year's Day
April 05 Good Friday
May 20 Victoria Day
July 01 Dominion Day
September 02 Labour Day
October 14 Thanksgiving Day
November 11 Remembrance Day
December 23 Floater
December 24 Floater - Day before Christmas Day
December 25 Christmas Day
December 26 Boxing Day
December 27 Floater
December 30 Floater
December 31 Day before New Years Day

1997

January 01 New Year's Day
March 28 Good Friday
May 19 Victoria Day
June 30 Dominion Day
September 01 Labour Day

Where a declared holiday falls on a Saturday the preceding Friday will be observed as the holiday.

Where a holiday falls on a Sunday, the following Monday will be observed as the holiday.

Holidays occurring between December 23 and January 2 will be observed according to the list shown above.

Otherwise a declared holiday falling during the week will be observed on the closest Monday or Friday.

Section 2

In order to qualify for the aforementioned holiday pay, an employee must work his last scheduled work day preceding the holiday and his first scheduled work day after the day of observance of the holiday unless:

- (a) He has been granted a leave of absence for bonafide sickness or accident which commenced not more than thirty (30) days prior to the date of observance of the holiday. Any employee in receipt of WCB Benefits on a scheduled holiday will not qualify for holiday pay under this clause.
- (b) He has one (1) year of seniority or more and has been granted a leave of absence for reasons other than sickness or accident by the Company and such leave has not commenced more than thirty (30) days prior to the date of observance of the holiday.
- (c) He has seniority and has been laid off for lack of work and such layoff commenced not more than thirty (30) days prior to the date of observance of the holiday. When such an employee is placed on layoff not more than thirty (30) days prior to December 24, he will be entitled to the Christmas - New Year's paid shut down.
- (d) He has been granted a scheduled PPH under Section 4b(1).

In (a), (b), (c) and (d) the employee will be required to qualify for holiday pay by working his last scheduled work day preceding such leave of absence or layoff and his first scheduled work day after the day of observance of such holiday.

Section 3

Employees who are requested to work on such holidays as outlined above shall be paid twice their regular hourly rate for actual hours worked in addition to their holiday pay.

Section 4a

In addition to the above holidays, each employee with seniority shall be entitled to three (3) Personal Paid Holidays (PPH) during each year of the contract,

ie) Starting September 25, 1994 to September 24, 1995,

September 25, 1995 to September 24, 1996, and
September 25, 1996 to September 24, 1997

Such three (3) Personal Paid Holidays will be availed only when both company and employee concerned are in agreement. (Agreement is not required in case of sickness.) A seniority employee with one year or less seniority in any contract year will be entitled to paid Personal Holidays as follows:

- Employee with 6 months seniority 1 (one) PPH
- ii Employee with 12 months seniority 2 (two) additional PPH

Section 4(b)

- (1) The date selected as a PPH Day is at the employee's choice, subject to approval of the Company.
- (2) These days can be used in any of the following manner.
 - i as a paid scheduled day or days off
 - ii four hour paid periods off
 - iii as a sick day
- (3) The use of a PPH Day will not be considered as an absence in absentee disciplinary action.
- (4) When more requests are received than can be accommodated, selection will be by seniority within the departmental classification. Requests will be granted on a first come first served basis.
- (5) Where possible, requests will be confirmed no later than one week in advance.

Those employees who have not used their PPH Days by Sept 24 of any year will receive eight (8) hours regular pay for each remaining day and will be deemed to have taken their PPH Days.

ARTICLE 32 - VACATION WITH PAY

Section 1

All employees of the Company will receive vacation with pay as Of July 1st of any one (1) year as follows:

- (a) Employees who have worked for the Company for less than one (1) year on June 30th shall be entitled to a one (1) week vacation with a vacation pay equivalent to four (4) percent of their gross earnings for the twelve (12) calendar months preceding June 30th.
- (b) Employees with one (1) year but less that four (4) years of seniority with the Company on June 30th, will receive two (2) weeks vacation with a vacation pay equivalent to eighty (80) hours at their straight time hourly rate or four (4) percent of their gross earnings for the twelve (12) months immediately preceding July 1st whichever is greater. However, where an employee has less than one thousand, one hundred (1,100) compensated hours during the period from July 1st to June 30th, he will only be paid a vacation pay equivalent to four (4) percent of his gross earnings for the twelve (12) months immediately preceding July 1st.

(c) Employees with four (4) years seniority but less than twelve (12) years Of seniority with the Company on June 30th will receive three (3) weeks vacation with a vacation pay equivalent to one hundred and twenty (120) hours at their straight time hourly rate or six (6) percent of their gross earnings for the twelve (12) months immediately preceding July 1st, whichever is greater. However, where an employee has less than one thousand, one hundred (1,100) compensated hours during the period from July 1st to June 30th, he will only be paid a vacation pay equivalent to six (6) percent of his gross earnings for the twelve (12) months immediately preceding July 1st.

Employees with twelve (12) years but less than twenty three (23) years of seniority with the Company on June 30th, will receive four (4) weeks vacation with a vacation pay equivalent to one hundred and sixty (160) hours at their straight time hourly rate or eight (8) percent of their gross earnings for the twelve (12) months immediately preceding July 1st, whichever is greater. However, where an employee has less than one thousand, one hundred (1,100) compensated hours during the period from July 1st to June 30th he will only be paid a vacation pay equivalent to eight (8) percent of his gross earnings for the twelve (12) months immediately preceding July 1st.

(e) Employees with twenty-three (23) years of seniority and over with the Company on June 30th, will receive five (5) weeks vacation with a vacation pay equivalent to two hundred (200) hours at their straight time hourly rate or ten percent of their gross earnings for the twelve (12) months immediately preceding July 1st, whichever is greater. However, where an employee has less than one thousand, one hundred (1,100) compensated hours during the period from July 1st to June 30th he will only be paid a vacation pay equivalent to ten (10) percent of his gross earnings for the twelve months immediately preceding July 1st.

(f) The Company reserves the right to spread vacations over the vacation season or as an alternate to schedule a full or partial shutdown. Vacations shall not accumulate from year to year.

(g) If a holiday falls during an employee's vacation, he will be paid for such holiday if he would otherwise qualify.

(h) When a seniority employee loses time that is covered by the Workers Compensation Board as a result of accident or disease resulting from his employment only at Kendan Manufacturing Limited will be counted to a maximum of one thousand and ninety nine (1099) per year with his other compensated hours in determining his vacation pay entitlement.

(i) Employees entitled to three (3) weeks or more of vacation will be allowed, each year, to use 5 days of their vacation entitlement as Paid Absence Allowance (PAA) days to be used in eight (8) hour increments after Sept. 24 in any one year.

These days can be used in one of the following ways:

i) As a scheduled day off

- ii) As a sick day
- iii) In scheduled four (4) hour increments

Payment for P.A.A. days will be deducted from the employee's vacation pay earned. To receive payment for such days the necessary funds must be available in an employee's vacation pay earned.

ARTICLE 33 - INSURANCE

Section 1

The Company agrees to pay for seniority employees the premiums of the following benefits subject to the terms of this agreement.

Benefits for the Employees only:

- (a) Life Insurance: \$18,000 Accidental death and dismemberment (as defined by agreement) \$9,000.00
- (b) Weekly Indemnity - for sickness or non-occupational accident based on fifty-five (55) percent of the employee's regular rate for forty (40) hours subject to a minimum benefit equivalent to the Unemployment Insurance maximum. Said Indemnity to commence on the first day of accident or hospitalization or immediately following a five (5) day waiting period in case of sickness, and continue for not more than fifty-two (52) weeks from date of disability.

The parties, agree that where weekly indemnity benefits are paid due to motor vehicle accident and a claim is made against a third party, that all benefits received under this collective agreement will be returned to the Company upon receipt of the insurance money, covering full wages or if full wages are not received, weekly indemnity will pick up the difference subject to a maximum amount he would have received under weekly indemnity provision of this agreement.

Benefits for the Employee and his Eligible Dependents:

(Eligible, Dependents are as defined in each carriers' policy)

- (c) Ontario Health Insurance Plan
- (d) Green Shield Semi-Private Hospital
- (e) Green Shield Apoth-A-Care Plan No. 3 with product selection
- (f) Green Shield Dental Care Plan 74
- (g) Green Shield Extended Health Care Plan T4
- (h) Green Shield Prosthetic P7
- (i) Green Shield Audio H1
- (j) Green Shield Nursing Home Care NI
- (k) Green Shield Vision Care Plan 7 - 120
- (l) Green Shield Medex 07
- (m) Long Term Disability Benefit of four hundred and thirty-three dollars (\$433.00) per month. This benefit will only be available after fifty-two (52) weeks of Weekly Indemnity on any sickness or non-occupational accident which commenced on or after the effective date of the

benefit. The benefit will be available to age sixty-five (65) and there will be no carve out for C.P.P. or any other source of income.

Section 2

O.H.I.P. rebates are to revert to the Company.

Section 3

In accessing the expense required for the negotiated employee benefits outlined within this agreement, the Company has taken into account any and all savings or increases in premium that may be realized during the period of this agreement under the Unemployment Insurance Act or any Government legislated plan.

Section 4

In the event of lay-off, leave of absence or any interruption of employment for reasons other than sickness and accident, all insurances shall be continued in force for three (3) months following the last day of the month in which such interruption of employment occurs.

Section 5

In cases of absence resulting from sickness or accident, the following insurances shall be continued in force for not more than fifty-two (52) weeks:

Life and A.D. & D. Insurance

Weekly Indemnity Insurance

Ontario Hospital Insurance Plan

Green Shield - Semi-Private

Apoth-A-Care Plan

Dental Plan

Extended Health Care Plan

Prosthetic P7

Audio HI

Nursing Home Care

Vision care Plan

Medex 07

Long Term Disability

ARTICLE 34 - COST OF LIVING

Section I

In addition to the wage rates of each employee and subject to the conditions and provisions set forth herein, a Cost of Living Allowance shall be paid to each employee based on the following:

- a) Effective September 25, 1994 thirty-three cents (0-33¢) will be folded into the wages of all classifications itemized in the agreement.
- b) Cost of Living shall be calculated quarterly and paid weekly on the following basis effective October, 1994.
- c) October 1994 - based on September 1994 Index
January 1995 - based on December 1994 Index
April 1995 - based on March 1995 Index
July 1995 - based on June 1995 Index
and adjusted as itemized each three (3) months thereafter.
- d) The base figure shall be $130.2 - 1986 = 100$
- e) For each .105 (1986 = 100) increase or decrease in the cost of living index published for the calculation month, a one (1) cent adjustment upward or downward shall be made in the cost of living allowance. The calculation will be made when the index becomes available and will be paid retroactively to the first pay period of the month of adjustment.
- f) In no event shall a decrease in the Consumer Price Index (Statistics Canada) below the base figure in (d) above provide a basis for a reduction in the Classification wage schedule in this agreement.
- g) The Union and the Company agree that should there be any revision of the Cost of Living Index published by Statistics Canada $1986 = 100$ the Union and the Company will negotiate the manner in which the revised index will apply to this allowance. However, in no event will the revised index generate less than that which would have been generated under the $1986 = 100$ (Statistics Canada) $.105 = 1¢$
- h) Any allowance accrued to employees as a result of this Cost of Living allowance formula shall be included in any computation of overtime or holiday pay.

In addition, it is agreed that the Cost of Living Allowance shall be paid on all compensated hours, (Excluding Workers' Compensation and Sickness and Accident payments.)

ARTICLE 35 - PENSION

The Company will contribute to a jointly administered Pension Plan as follows:

Effective: September 25, 1994 - 45¢
September 25, 1995 - 65¢
September 25, 1996 - 85¢

The Company will contribute twelve (12) cents per hour for each employee plus applicable overtime when required into a group RRSP Program. The money will be remitted no later than the 15th of the month following; the month in which the contributions were made.

ARTICLE 36 - DURATION OF AGREEMENT

This agreement shall continue in full force and effect until the 24th day of September 1997 and from year to year thereafter unless between the 24th day of June and the 24th day of August 1997 or between the 24th day of June and the 24th day of August of any year thereafter either the Company notifies the Union or the Union notifies the Company of its desire to terminate and/or renew with modifications the agreement and thereupon the agreement shall terminate as of the 24th day of September of the year in which notice is given.

Notice shall be in writing and shall be sufficient if sent by registered mail addressed, if to the Union, to the C.A.W. 1568 Ouellette Avenue, Windsor, Ontario N8X 1K7, and if to the Company, addressed to Kendan Manufacturing Limited, P.O. Box 937, Windsor, Ontario N9A 6P2.

KENDAN MANUFACTURING LIMITED

P. Bryan J. Francis M. Hussain

THE NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 195

TOM JARVI RANDY FICK

Plant Chairman Recording Secretary

GURCHARAN MULTANI

DARCY WALLS

Letter of Understanding between the Company (Kendan Manufacturing Limited) and the Union (Local 195, C.A.W. - Kendan Unit)

ABSENTEEISM

The Company and the Union have mutual concern regarding the absenteeism in the plant. In an effort to reduce absenteeism, we are jointly notifying all members of the bargaining unit that an acceptable attendance record must be maintained by all employees. Such absenteeism will include absences, punch-outs, and lates.

Employees failing to maintain an acceptable attendance record will subject themselves to the disciplinary procedure which could lead to their discharge.

Dated this 22nd day of September, 1994

FOR THE COMPANY

P. Bryan

J. FRANCIS

M. HUSSAIN

FOR THE UNION

TOM JARVI

Plant Chairman

RANDY FICK

Recording Secretary

GURCHARAN MULTANI

DARCY WALLS

AUTOMATIC SCREW MACHINE

JOB CLASSIFICATION

1. OPERATOR - must be able to operate and maintain jobs after instructions. He must also understand decimals and fractions as related to the measurement of parts.
2. OPERATOR "A" - must qualify as an Operator and perform with a minimum of supervision all phases of his work with a high degree of skill. Should have a working knowledge of cutting tool Geometry.
3. SETTER OPERATOR - must qualify as an Operator "A" and be able to set up repeat jobs with minimum supervision.
4. SETUP MAN - must qualify as a Setter operator, and be able to set up new work, diagnose and correct operational and related problems.
5. LEADER - must qualify as a Setup Man and be able to lead people.

CENTERLESS GRINDING

JOB CLASSIFICATIONS

1. OPERATOR - must be able to operate and maintain jobs after instructions.
2. OPERATOR "A" - must qualify as an operator and perform with minimum supervision all phases of his work with a high degree of skill. Should have a working knowledge of Centerless Grinding practice and techniques.
3. SETTER OPERATOR - must qualify as an operator "A" and be able to set up jobs with minimum supervision.
4. SETUP MAN - must qualify as a Setter operator and be able to set up jobs without supervision.
5. LEADER - must qualify as a Setup Man and be able to lead people.

INSPECTION JOB CLASSIFICATIONS

1. INSPECTOR - must have a technical background and be able to interpret blueprint specifications. Must be familiar with and be able to use micrometers and Vernier instruments. Must possess a working knowledge of Grade 12 mathematics or equivalent.

INSPECTOR "A" - must qualify as an Inspector and perform

with minimum supervision all phases of his work with a high degree of skill.

3. SENIOR INSPECTOR -

- (a) must have been an "A" Inspector for a minimum period of three (3) years.
- (b) must be conversant with inspection procedures and requirements of each department.
- (c) must be conversant with and be able to perform efficiently receiving and shipping procedures and maintain accurate records of same.
- (d) must be capable of performing simple plate layouts.

4. GAUGE CONTROL INSPECTOR

- (a) must qualify as an "A" Inspector for a minimum period of three (3) years.
- (b) must be conversant with inspection procedures and requirements.
- (c) must be able to set and calibrate gauges and record all results. Must be able to issue gauges and gauge check charts and keep records of their location.
- (d) must be capable of performing simple plate layouts.

5. PLATE LAYOUT INSPECTOR

must qualify as a Senior Inspector and be able to perform and record a complete dimensional plate layout involving compound angles unassisted.

6. LEADER - must qualify as a Plate Layout Inspector and be able to lead people.

MAINTENANCE JOB CLASSIFICATIONS

INDUSTRIAL TECHNICIAN No. 4

Must have Grade 12 Technical School education or have been a Setup Man or production leader with this Company for a period of two (2) years and demonstrate through a mechanical aptitude test the ability to enter the Training Program.

Candidates with previous maintenance experience from a previous employer may submit documentation of the same at the time of entering the Training Program and will be credited with the time in the Training Program as deemed appropriate by the Company at the end of the first year.

INDUSTRIAL TECHNICIAN No. 3

Must work two (2) years as a Industrial Tech. No. 4 and have a working knowledge in basic electrics and hydraulics. Must repair machinery and make general repairs with minimum supervision.

INDUSTRIAL TECHNICIAN No. 2

Must work two (2) years as a Industrial Tech. No. 3 and diagnose, correct and repair machinery and make general repairs with minimum supervision.

INDUSTRIAL TECHNICIAN No.1

Must work two (2) years as a Industrial Tech. No.2 and diagnose, correct and repair machinery and make general repairs without supervision.

INDUSTRIAL TECHNICIAN JOURNEYPERSON

Must work two (2) years as a Industrial Technician No. 1 and diagnose, correct and, repair machinery without supervision. A journeyman hired from the outside must perform the work of a Industrial Technician No. 1.

The term Industrial Technician as used in this agreement shall mean any person who holds a C.A.W. Journeyman Card or recongized equivalent and has posted or been hired into the Maintenance Department.

LEADER

st qualify as a Industrial Tech. Journeyman and be able to lead ople.

MILLS AND DRILLS

JOB CLASSIFICATIONS

1. OPERATOR - must be able to operate and maintain jobs after instructions.
2. OPERATOR "A" - must qualify as an Operator and perform with a minimum of supervision all phases of his work with a high degree of skill.
3. SETTER OPERATOR - must qualify as an operator "A" and be able to set up with minimum supervision,
Should have a working knowledge of cutting tool Geometry.
4. SETUP MAN - must qualify as a Setter operator and be able to set up new work, diagnose and correct operational and related problems.

5. LEADER - must qualify as a Setup Man **and** be able to lead people.

C.N.C. MACHINING CENTER CLASSIFICATIONS

(UNIT WITHIN DEPT. 1)

C.N.C. 'A' Operator

Candidates must have been an 'A' Operator and after orientation during a test, demonstrate the ability to:

- interpret blueprint specifications
- read correctly, micrometers, verniers, etc.
- apply basic arithmetic
- follow instructions, maintain production on the assigned

Machining Center (s) and auxiliary equipment, efficiently with a minimum of supervision

C.N.C. #3

Must qualify as a C.N.C. 'A1 Operator and demonstrate ability to maintain tools and tool off sets.

C.N.C. #2 Trainee (by posting)

Must qualify as a C.N.C. #3 and understand machine controls and their language during a trial period of up to 40 working days.

Successful candidate may continue in the program beyond the 40 day trial period until he fulfills the requirements of a #2 Machining Center Operator.

#2 MACHINING CENTER OPERATOR

Must be able to set up and operate new and repeat jobs on Machining Centers and auxiliary equipment efficiently, understand programming, its language, and correctly diagnose and correct operational problems with minimum supervision, provide assistance on other machines and to other operators within the unit as required.

#1 MACHINING CENTER OPERATOR (By Posting)

Candidates must: have worked as a #2 Machining Center Operator for at least six (6) months, fully understand programming language and its use, set up and operate new and repeat jobs on Machining Centers and auxiliary equipment efficiently, diagnose and correct operational and related problems without supervision, provide assistance on other machines and to other operators within the unit when required.

SECOND OPERATIONS AND KINGSBURY TYPE INDEX MACHINE CLASSIFICATIONS

1. OPERATOR - must be able to operate and maintain jobs after instructions.
2. OPERATOR 'A' - must qualify as an operator and perform with minimum supervision all phases of his work with a high degree of skill.
3. KINGSBURY TYPE INDEX MACHINE OPERATOR 'A1 must qualify as an Operator 'A1 and perform with minimum supervision all phases of his work with a high degree of skill

4. SETUP MAN - must qualify as a Kingsbury Type Index Machine Operator'Al and be able to set up new work, diagnose and correct operational and related problems. Must have a working knowledge of cutting tool Geometry.

diagnose and correct operational and related problems. Must have a working knowledge of cutting tool Geometry.

5. LEADER - must qualify as a Setup Man and be able to lead people.

TOOL AND CUTTER GRINDER

CLASSIFICATIONS

TOOL AND CUTTER GRINDER No. 3

Must be an 'A' Operator and after instructions be able to sharpen drills, and maintain carbide inserted type cutters etc. with a minimum of supervision and high degree of skill.

TOOL AND CUTTER GRINDER No. 2

Must qualify as a Tool and Cutter Grinder No. 3 and be able to set up and sharpen conventional cutting tools such as drills, reamers, milling cutters, taps, step drills and sundry related tools with minimum supervision.

TOOL AND CUTTER GRINDER No. 1

Must qualify as a Tool and Cutter Grinder No. 2 and work without supervision.

TOOL CRIB ATTENDANT

Must qualify as a Setter Operator. Must, with a minimum of supervision, be capable of maintaining and posting company records such as buy cards, requisitions, tool inventory etc. as well as other crib related duties.

TOOL MAKER

Must be able to operate general tool room equipment and be able to layout, construct, and fabricate tools, jigs, and fixtures and be able to make necessary repairs to same.

TURRET LATHES JOB CLASSIFICATIONS

1. OPERATOR - must be able to operate and maintain jobs after instructions.
2. OPERATOR 'A1' - must qualify as an operator and perform with a minimum of supervision all phases of his work with a high degree of skill. Should have a working knowledge of cutting tool Geometry.
3. SETTER OPERATOR - must qualify as an Operator 'A1' and be able

to set up with minimum supervision.

SETUP MAN - must qualify as a Setter operator and be able to set up new work, diagnose and correct operational and related problems.

5. LEADER - must qualify as a Setup Man and be able to lead people.

SHIPPING AND RECEIVING JOB CLASSIFICATIONS

1. SHIPPER-RECEIVER - must be able to receive, check and accurately record in a legible manner all incoming materials. He must be able to record and direct all outgoing materials in a neat and accurate manner. The performance of the above duties will be without supervision.

2. ASSISTANT SHIPPER-RECEIVER - must be able to receive, check and accurately record in a legible manner all incoming materials. He must be able to record and direct all outgoing materials in a neat and accurate manner. The performance of the above duties will be with minimum supervision.

DEPARTMENT 9 JOB CLASSIFICATIONS

1. OPERATOR - must be able to operate and maintain jobs after instructions.

2. OPERATOR 'A1' - must qualify as an operator and perform with minimum supervision all phases of his work with a high degree of skill.

3. INDEX MACHINE OPERATOR "A" - must qualify as an Operator 'A' and perform with minimum supervision all phases of his work with a high degree of skill

4. SETUP MAN - must qualify as an Index Machine Operator 'A1' and be able to setup new work, diagnose and correct operational and related problems. Must have a working knowledge of cutting tool geometry.

5. LEADER - must qualify as a Setup Man and be able to lead people.

DEPARTMENT 10 JOB CLASSIFICATIONS

1. OPERATOR - must be able to operate and maintain jobs after instructions.

2. OPERATOR 'A1' - must qualify as an operator and perform with

minimum supervision all phases of his work
with a high degree of skill.

INDEX MACHINE OPERATOR "A"- must qualify as an operator 'A'

and perform with minimum
supervision all phases of his

work with a high degree of skill

4. SETUP MAN - must qualify as an Index Machine operator 'Al and

be able to setup new work, diagnose and correct operational and related problems. Must have a working knowledge of cutting tool geometry.

5. LEADER - must qualify as a setup Man and be able to lead people.

GENERAL CLASSIFICATIONS

1. JITNEY DRIVER - must qualify as an 'Al Operator

LABOUR - Sweeper

JOB CLASSIFICATIONS AND RATES

MAINTENANCE DEPARTMENT

Toolmaker				
Maintenance	Journeyman			
Maintenance	Man No. 4	1st	year	
Maintenance	Man No. 4	2nd	year	
Maintenance	Man No. 3	3rd	year	
Maintenance	Man No. 3	4th	year	
Maintenance	Man No. 2	5th	year	
Maintenance	Man No. 2	6th	year	
Maintenance	Man No. 1	7th	year	
Maintenance	Man No. 1	8th	year	
Maintenance	Labourer			

AUTOMATICS DEPARTMENT

Setup Man

Setter Operator

Setter OP Trainee-after 40 days ..

“A” Operator

operator

TURRET LATHE DEPARTMENT

Setup Man

Setter Operator

Setter OP Trainee-after 40 days ..

“A” Operator

operator

MILLS AND DRILLS DEPARTMENT

Setup Man Leader
 Production Leader
 Setup Man
 Setter Operator
 Setter OP Trainee-after 40 days ..
 "A" Operator
 operator

SECOND OPERATIONS AND KINGSBURY

TYPE INDEX MACHINES DEPARTMENT

Set up Man-CentrelessB Grinder

Setter Operator-Centreless Grinder

Centreless Grinder - Setter

Operator Trainee-after 40 days ...

Centreless Grinder "A" Operator ..

Centreless Grinder Operator

Setup Man Index Machines and

Kingsburys

Kingsbury "A" Operator

	Effective		Effective
	Sept 25/94	Sept 25/95	Sept 25/96
	20.77	20.87	21.13
	21.24	21.90	22.56
	19.26	19.36	19.60
	19.41	19.51	19.75
	19.56	19.66	19.91
	19.68	19.78	20.03
	19.80	19.90	20.15
	19.93	20.03	20.28
	20.05	20.15	20.40
	20.32	20.42	20.67
	18.54	18.63	18.86
	19.56	19.66	19.91

19.35 19.45 19.69
18.93 9.02 19.26
18.83 8.92 19.16
18.54 8.63 18.86

19.44 9.54 19.78
19.23 9.33 19.57
18.93 9.02 19.26
18.83 18.92 19.16
18.54 18.63 18.86

19.52 19.62 19.87
19.52 19.62 19.87
19.37 19.47 19.71
19.07 19.17 19.41
18.93 19.02 19.26
18.83 18.92 19.16
18.54 18.63 18.86

9.44 19.54 19.78
9.23 19.33 19.57

8.93 19.02 19.26
8.83 18.92 19.16
8.54 18.63 18.86

19.37 19.47 19.71
19.07 19.17 19.41

Setter Operator-Blanchard Grinder 19.07 19.17 19.41
Kingsbury "A" Trainee-after 40 days 18.93 19.02 19.26
"A" Operator 18.83 18.92 19.16
Operator 18.54 18.63 18.86

INSPECTION DEPARTMENT

Plate Layout Inspector 19.98 20-08 20.33
Gauge Control Inspector 19.33 19.43 .1@.67
Senior Inspector 19.33 19.43 19.67
Inspector "A" 19.07 19.17 19.41
Inspector 18.83 18.92 19.16

SHIPPING DEPARTMENT

Shipper-Receiver 19.37 19.47 19.71
Assistant Shipper-Receiver 18.99 19.08 19.32

TOOL & CUTTER GRINDER DEPARTMENT

Tool & Cutter No. 3 - Trainee 18.83 18.92 19.16
Tool & Cutter No. 3 - after 6
months 18.95 19.04 19.28
Tool & Cutter No. 2 - after 12
months 19.07 19.17 19.41
Tool & Cutter No. 2 - after 18
months 19.22 19.32 19.56
Tool & Cutter No. 1 - after 24
months 19.37 19.47 19.71

#9 DEPARTMENT

Setup Man 19.37 19.47 19.71
Index "A" Operator 19.07 19.17 19.41
Index "A" Trainee-after 40 days .. 18.93 19.02 19.26
"A" Operator 18.83 18.92 19.16
operator 18.54 18.63 18.86

#10 DEPARTMENT

Setup Man 19.37 19.47 19.71
Index "A" Operator 19.07 19.17 19.41
Index "A" Trainee-after 40 days .. 18.93 19.02 19.26
"A" Operator 18.83 18.92 19.16
Operator 18.54 18.63 18.86

CNC MACHINING CENTRE

CNC "A" Operator 18.83 18.92 19.16
CNC #3 19.07 19.17 19.41
CNC #2 Trainee - after 40
working days 19.17 19.27 19.51
CNC #2 19.34 19.44 19.68
CNC #1 19.52 19.62 19.87
Rotary A 19.07 19.17 19.41
Rotary B 19.29 19.39 19.63

MISCELLANEOUS

Jitney Driver 18.99 19.08 19.32
Sweeper 18.83 18.92 19.16
Labourer 18.83 18.92 19.16

Tool Crib Attendant..... 19.07 19.17 19.41

SS

LEADERS will be paid 15t in addition to their regular classification rates.

STUDENTS AND NEW HIRES

Probationers will be paid 90% of contract rate. Seniority employees with less than 6 months seniority will receive 50t per hour less than contract rate.

students will be paid 66% of contract rate.

Letter of Understanding between the Company (Kendan Manufacturing Limited) and the Union (Local 195, C.A.W. - Kendan Unit)

PAID EDUCATION LEAVE

The Company agrees to pay into a special fund one cent (1¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W., and sent by the Company to the Canadian Region Headquarters at 205 Placer court, Willowdale, Ontario, M2H 2H9.

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

Dated this 22 day of Sept., 1994

FOR THE COMPANY

Paul Bryan
Human Resources

Letter of Understanding between the Company (Kendan Manufacturing Limited) and the Union (Local 195, C.A.W. - Kendan Unit)

PLANT CHAIRMAN

It is mutually agreed that the Plant chairman upon request will be given permission to leave the plant to meet with the National Representative of the Union or any of the full time officers of the Local Union on Union business. Such time will be considered a part of the time allowed under Article 7, Section 8 of the Collective Agreement. It is also understood, when the level of bargaining unit employees in the plant is over 300, the Company and the Union will meet to discuss the necessity of the Plant Chairman acting as such on an eight hour per day basis. When agreement is reached on this issue a method of overtime for the Plant Chairman will be established.

Dated this 22 day of Sept. 1994

FOR THE COMPANY

FOR THE UNION

P. Bryan
Human Resources

Tom Jarvi
Plant Chairman Local 195

September 22, 1994

Mr. Tom Jarvi
Plant Chairperson Local 195

LETTERS OF UNDERSTANDING

BETWEEN

THE COMPANY AND THE UNION

1. If an employee has **an** alternate on the same job on another shift who is willing to trade shifts, such may be arranged providing a manpower balance is maintained on the shifts and no penalty occurs to the Company.
2. When there is a reduction in the workforce in any department the seniority of the employees involved shall be the determining factor as to which department they are being assigned, providing they are willing and able to perform the work to be done.
3. Employees will rotate every four hours in heavy jobs where possible.
4. The afternoon shift will be paid on Wednesday during a normal work week.
5. The Company will continue its policy of reimbursing tuition fees for upgrading courses, with prior approval of the Company.
6. All production work will be rotated among all employees within a department and classification, with a maximum period on any one job of three (3) days. When the nature of the job is such that it cannot be rotated, it will be identified to the Plant Committee, and offered on a seniority basis within the department.

FOR THE COMPANY

Paul Bryan
Human Resources

Letter of Understanding
Vacations Granted Prior to Entitlement

The Company and the Union agree that any vacation and vacation pay granted to employee, prior to the entitlement date of July 1st of any calendar year, will be considered as an advance on entitlement and treated as if the vacation and vacation pay were received as part of the entitlement as of July 1st.

Dated this 22 day of Sept., 1994

FOR THE COMPANY

FOR THE UNION

Paul Bryan
Human Resources

Tom Jarvi
Plant Chairman Local 195

Letter of Understanding between the Company (Kendan Manufacturing Limited) and the Union (Local 195, C.A.W. Kendan Unit)

For the purposes of interpreting Article 3 Section 4 outsourcing is defined as the moving of work normally done by the bargaining unit at Kendan Mfg. to Exeter Machine Products or affiliated Co.

Dual sourcing is ' defined as a second source providing an identical product'.

Predetermined partial outsourcing of new jobs will be indicated to the Union committee in advance of occurring and will not be affected by Article 3 Section 4.

The new M.E.L. rocker Arm Assembly currently produced in low volume is planned to be partially outsourced at Exeter for competitive bidding. this will only occur if we are favoured with the high volume production.

Dated this 22 day of Sept., 1994

FOR THE COMPANY

FOR THE UNION

Paul Bryan

Human Resources

Tom Jarvi

Plant Chairman Local 195

Letter of Understanding between the Company (Kendan Manufacturing Limited) and the Union (Local 195, C.A.W. - Kendan Unit)

LETTER OF UNDERSTANDING

When a new job is introduced into the plant which cannot be properly placed in an existing classification or when the job content of an existing job is so changed that it cannot be properly covered by an existing classification, the Company will set up a new classification and a rate of pay covering the job in question. A copy of the rate and classification name will be given to the plant committee.

In establishing the rate of pay for a new classification the Company shall do so by comparing such classification with other comparable classifications in the bargaining unit.

If a dispute arises regarding a new classification or the rate of pay established, the Union may request to negotiate the disputed rate and/or classification. If the Committee and Management are unable to agree on a classification and rate for the job the disputed rate and/or classification may be treated as grievance.

Dated this 22 day of Sept. 1994
FOR THE COMPANY FOR THE UNION

Paul Bryan
Human Resources
Tom Jarvi
Plant Chairman Local 195

September 22, 1994

LETTER OF UNDERSTANDING RE: Grievance Commission

During the 1994 negotiations the parties discussed as an alternative to the regular grievance procedure the option of mutually agreeing to refer a post third step grievance to a grievance commissioner in the following procedure:

a) The Company and the Union may agree in writing to the appointment of a person as a single arbitrator to be known as a grievance commissioner. The grievance commissioner will set aside such time as may be requested by the parties to consider and determine grievances referred to him hereunder for final and binding arbitration. The grievance commissioner shall have the same powers and be subject to the same limitations as an arbitrator under ART. 9 Grievance Procedure.

b) Through the grievance commissioner the parties desire the expeditious means for the effective disposition of grievances, which the parties have agreed may be handled in the following manner.

c) The decision of the grievance commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the agreement, the decision of the grievance commissioner shall:

- i) Be consistent with the provisions of the agreement
- ii) Be confined to the grievance preferred to him

d) The union and the employer shall each be responsible for one-half the expenses of any fees payable to the Grievance Commissioner.

e) The parties, when referring a grievance to a Grievance Commissioner shall also provide him with a copy of the grievance and a copy of the written decision as required under Article 9 Section 4.

f) The parties shall supply the Grievance Commissioner and each other with additional evidence and brief written representations on which they intend to rely provided such are mailed not less than ten (10) days

before the commencement of the hearing of the Grievance Commissioner.

g) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the Grievance Commissioner before the commencement of the hearing.

h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

The Grievance Commissioner must render his decision in writing without

reasons to both parties within seven (7) days of the conclusion of the hearing. Upon request by either party, after his decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of his decision.

FOR THE COMPANY

FOR THE UNION

Paul Bryan
Human Resources

Tom Jarvi
Plant Chairperson

September 22, 1994

Mr. Tom Jarvi

Plant Chairperson Local 195

LETTER OF UNDERSTANDING RE: Maintenance Selection and Training

During the recent negotiations the subject of the Maintenance Department was discussed at some length. When the Company is required to replace or add to the maintenance department, the Company will endeavour to balance the selection by drawing through internal job postings and from outside journeypeople. The Company prefers to choose the replacements from within the organization when the balance of journeypeople/trainees will permit. The company is prepared to try a one for one policy but reserves the right to alter this policy if circumstances demand it after discussion with the Plant Chairperson.

The Company continues to encourage Industrial Technicians to obtain necessary prerequisites and will continue to reimburse tuition fees for individuals upon satisfactory completion of courses approved by The company. The Company will select training candidates for Company Sponsored Courses on the basis of necessary course prerequisites, ability and previous training record.

FOR THE COMPANY

Paul Bryan
Human Resources

September 22, 1994

Mr. Tom Jarvi

Plant Chairperson Local 195

LETTER OF UNDERSTANDING RE: Screening

It is the policy of this Company that the screening of parts for defects generated at Kendan, will be done by hourly rated employees designated by the supervisor. However, in some special cases where a subjective evaluation is to be made, a member of the management team may do the screening.

FOR THE COMPANY

Paul Bryan
Human Resources

September 22, 1994

Mr. Tom Jarvi

Plant Chairperson Local 195

LETTER OF UNDERSTANDING RE: Time Standards

The Company agrees that when a standard is revised, the revised standard and the reason for the revision will be posted in a prominent position for a period of one week.

FOR THE COMPANY

Paul Bryan

Human Resources

September 22, 1994

Mr. Tom Jarvi

Plant Chairperson Local 195

LETTER OF UNDERSTANDING RE: Common-Law Spouse

Definition of Common Law Spouse

The Company will recognize a common law spouse six (6) months from the date an employee gives written notice of such a relationship to the Company.

Should the law allow a shorter time frame before recognizing common law status, the Company agrees to utilize the shorter time frame.

Employees currently in a common law relationship shall notify the Company within four weeks of ratification and will have their status recognized in line with this letter.

FOR THE COMPANY

Paul Bryan

Human Resources

September 22, 1994

Mr. Tom Jarvi

Plant Chairperson Local 195

LETTER OF UNDERSTANDING RE: Tool List

The purpose of this- letter is to identify the tools that would be considered approved by the Company for purchase through the Tool Allowance Program. The purchase of tools not included on this list must be approved prior to their purchase.

GAUGES

WRENCHES

Micrometer	Radius Gauges	Tap Wrench
Vernier Calipers	Thread Gauges	Adjustable Wrench
Indicators	Square Gauges	open End Wrenches
Bore Gauges	Protractor	Socket Wrenches
Gauge Stand	Feeler Gauges	Ring Wrenches
Scales Tape	Pipe Wrench	
Dividers	Allen Wrenches	

GENERAL TOOLS

Tool Box	Vee Blocks	Vice Grip
Grinding Vice	Drill Set	Screw Drivers
Oil Can	Chisels	Pliers
Tool Pouch	Flash Light	Punches
C Clamps	Action Snips	Hack Saw
Hammer	Pinch Bar	Channel Lock Pliers

FOR THE COMPANY

Paul Bryan

Human Resources

September 22, 1994

LETTER OF UNDERSTANDING RE: Health and Dental Benefits

The parties agree that the benefits defined in article 33, section 1, subsections d through I inclusive are as described by Green Shield but need not be provided by Green Shield and may be provided by another carrier as long as they are equivalent in benefit coverage and service to those described.

for the Company

for the Union

Paul Bryan
Human Resources

Tom Jarvi
Plant Chairperson