This agreement made as of the 2nd day of May 1998
between

EL-MET-PARTS Inc.,

herein called the "COMPANY" of the first part

AND

National Aerospace, Automobile, Transportation and General

Workers Union of Canada (C.A.W. Canada) Local 504, herein called the "UNION" of the second part

## 1. RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of the Company within a 50 km radius from the Dundas Townhall save and except supervisors, persons above the rank of supervisor, salaried trainees and office staff.
- 1.02 The Company and the Union agree that not more than two salaried trainees at any one time will be exempt from all provisions of this agreement providing the placement of such trainees does not result in the layoff or reduction in rate of any bargaining unit employee.
- 1.03 The Company agrees that salaried employees, including supervisors, will not perform work ordinarily assigned to hourly rated employees except for instructional, experimental or development purposes; for quality control; or in emergency 'situations, provided an

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hourly rated employee has refused to do the work which was regarded to be an emergency.

## 2. MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Company:
- (a) to maintain order, discipline, and efficiency;
- (b) to hire, retire, classify, direct, transfer, promote, demote, lay off, discipline, suspend or discharge employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged, suspended, or disciplined without cause may be the subject of a grievance, and dealt with as hereinafter provided;
- (c) generally to manage the industrial enterprise in which the Company is engaged and direct the work force and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured or handled, methods of manufacturing, schedules of production, kinds and locations of machines, tools and equipment to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products manufactured or handled, save only where such rights and obligations are explicitly abridged or amended by the express terms of the collective agreement.
- (d) to make, alter and enforce rules and regulations to

be observed by employees, provided such rules and regulations are not inconsistent with the terms of this agreement.

#### 3. RELATIONSHIP

- 3.01 The Union agrees that in recognition of the fact that efficient and economic production is in the interest of both parties, it will promote among its members good workmanship and regular attendance. It is further agreed that managerial personnel will co-operate with the Union in suggestions that may be made with respect to the above.
- 3.02 The Company and the Union agree that neither party shall practice discrimination, interference, restriction or coercion with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.
- 3.03 The Union agrees that any employee covered by this agreement may exercise, or may refrain from exercising, the employee's right to become a member of the Union. The Company, in view of this undertaking, agrees in the interest of maintaining harmonious relations to give all present and new employees when hired a copy of this agreement.

3.04 The Company will permit the Shift Steward to interview new employees for a period not to exceed ten minutes. The time and place of such interview will be arranged by the Company.

#### 4. CHECK-OFF

- 4.01 The Company shall deduct weekly from the pay of each employee in the bargaining unit, a sum equivalent to the regular weekly Union dues, and shall remit such dues to the Financial Secretary of Local 504 on or before the 15th day of each month. The deductions shall be accompanied by a list of those employees from whom such deductions have been made. The list shall also provide the status of each employee.
- 4.02 The Company agrees that where the employee voluntarily signs a form for Union initiation, the fee of ten dollars (\$10.00) will be deducted from their pay.
- 4.03 The Company will provide dues deduction totals for the year on employees' T4 slips.

# 5. STEWARDS AND COMMITTEES

5.01 The Company acknowledges the right of the Union to elect or appoint a negotiating committee of not more than three (3) employees. The Company further acknowledge8 that any two (2) of the above constitute the grievance

committee to, assist employees with the presentation of grievances to the Company. In addition the Company will recognize eight (8) stewards to assist employees in presenting grievances to the Company at the first stage of the grievance procedure.

It is understood that committee persons and stewards shall have no less than (6) months of service with the Company in order to hold a position within the Union.

- 5.02 The Company agrees to deal with the Negotiating Committee with respect to any matters that may properly arise within the relationship between the parties.
- 5.03 The Union acknowledges that Stewards as well as other members of the Union Committee and Union Officers will continue to perform their regular duties on behalf of the Company, and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor. When resuming their regular duties after being engaged in duties on behalf of the Union, they shall inform their immediate supervisor of their return and will give any reasonable explanation that may be requested with respect to their absence.
- 5.04 It is clearly understood that Stewards and Committee Persons will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, and that in accordance with this

understanding, the Company will compensate such employees at their basic straight-time hourly rate of pay for such time spent in dealing with the employee's grievances. Compensation will not be allowed for time spent outside of the Steward's or Committee Person's regular working hours, or when the time spent is off the premises of the Company. The Company reserves the right to withhold payment if the Steward or Committee Person does not conform to the accepted practice when dealing with grievances, or if an unreasonable amount of time is consumed in dealing with such matters.

5.05 The Union agrees that it will not appoint or otherwise elect any employee to serve as a Steward or Committee Person until the employee has acquired seniority standing.

#### 6. COMPLAINTS AND GRIEVANCES

6.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until the employee has first given the Company an opportunity of adjusting the employee's complaint. At the employee's option, the employee may be accompanied by the employee's Zone Steward. Failing settlement, the employee may file a grievance in accordance with 6.02.

# 6.02 The Grievance Procedure shall be as follows: STEP NO. 1

If the employee believes the employee has a grievance for an event or a situation other than wage rates or classifications that occurred within thirty days, the employee shall present such grievance in writing to the employee's immediate supervisor, and the employee shall have the assistance of the employee's Steward if the employee so desires. If a settlement satisfactory to the employee is not reached within two (2) full working days, or in any longer period of time which is mutually agreed upon by the parties, then Step No. 2 may be invoked.

#### STEP NO. 2

The Grievance Committee may, within a period of five (5) working days after the completion of Step No. 1 present such grievance to the Company provided the alleged circumstances or origin of the grievance, except in the case of continuing circumstances, occurred not more than thirty (30) days immediately prior to its original presentation at Step No. 1, and may request a meeting with the Company within five (5) working days of such submission. At any such meeting a full-time officer of the Union may be present if the officer's presence is requested by either party. No more than three members of the Grievance Committee may be in attendance at such meeting, unless the grievance involves more than one department of the plant, in which case the Steward8 from the affected departments may be present. The Company

will give its decision in writing within five (5) working days after the meeting has been held, a copy of which shall be sent to the Union office.

## STEP NO. 3

If the grievance is not settled to the satisfaction of both parties, then, at the request of either party to this agreement, the grievance shall be submitted to arbitration provided such request for arbitration is made in writing to the other party within thirty (30) days, or such longer period as may be mutually agreed upon after the written decision of the Company has been given at Step No. 2.

#### POLICY GRIEVANCE

6.03 The parties agree that grievances may be lodged by the Company or the Union alleging a violation of this agreement, and which grievance could not be lodged by individual employees, or which involve a group of employees.

Such grievance shall be dealt with at a meeting between the Company and the Grievance Committee. Should such meeting fail to resolve the grievance, either party may proceed to arbitration as hereafter provided.

#### 7. ARBITRATION

- 7.01 When either party requests that such grievance be submitted to arbitration, they shall make such request in writing to the other party, formally stating the subject of the grievance and at the same time submit proposals for a sole arbitrator. The parties shall attempt to agree upon a sole arbitrator. If they are unable to agree within a period of ten (10) days, then the minister for Labour for the Province of Ontario will be asked to appoint a sole arbitrator.
- 7.02 No person shall be selected as an arbitrator who has been directly involved in attempts to settle the grievance.
- 7.03 The arbitrator shall not have any jurisdiction or authority to change or alter or add to any of the provisions of this agreement, or to give a decision which is inconsistent with the terms of this agreement. The decision rendered by such arbitrator shall be final and binding upon both parties hereto, upon any employee affected by it. The parties shall bear equally the fee and expenses of the arbitrator.

## 8. DISCHARGE OR SUSPENSION OF EMPLOYEES

8.01 Employees shall be discharged or suspended only for just cause. A claim by an employee that the employee has

been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company within one week after notice of suspension or discharge is given. Step No. 1 of the Grievance Procedure shall be omitted in such cases.

- 8.02 An employee, who has been discharged or suspended without notice shall have the right to interview the employee's steward privately for a reasonable period of time before leaving the plant premises.
- 8.03 Such special grievance may be settled by confirming the Company's action in dismissing the employee or by reinstating the employee with full wage compensation for time lost, or by any other wage arrangement which is just and equitable in the opinion of the conferring parties or of the Arbitrator.
- 8.04 Copies of disciplinary notices will be issued to the Unit Chairperson and Committee person.

#### 9. NO STRIKES AND NO LOCKOUTS

9.01 In view of the orderly procedure established herein for the disposition of the employee's complaints and grievances, the Company agrees that it will not cause or direct any lockout of its employees for the duration of this agreement, and the Union agrees that there will be

no strikes or other collective action by the employees which will stop or interfere with the production for the duration of this agreement.

9.02 The nature of the operations is such that tooling and unfinished materials are often on Company premises but belong solely to customers. It is in the interests of the parties, that any dispute between them will not cause customer alienation and thereby affect the future operation of the Company and its ability to employ. For this reason it is mutually agreed that in the event of a strike or lockout all customer property which is on or in Company premises can be removed with the full cooperation of both parties.

## 10. SENIORITY

10.01 A new employee shall be on probation until the employee has been employed by the Company for a period of three (3) consecutive months except for an employee who has been re-hired following loss of seniority who shall serve a one (1) month probationary period. If retained 'beyond the probationary period, the employee's seniority shall date from the date he or she last commenced work with the Company, and will accumulate thereafter.

10.02 Seniority shall operate on a departmental basis during the first six (6) months of employment after which plant wide seniority shall prevail. Seniority lists of employees shall be established on the basis of the

employee's last date of commencement to work for the Company. Such lists shall be revised quarterly, and copies shall be posted in the plant and shall be sent to the Union office.

- 10.03 Seniority rights and an employee's employment shall be terminated if:
- (a) the employee quits voluntarily;
- (b) the employee is discharged and such discharge is not reversed through the Grievance Procedure;
- (c) the employee overstays a leave of absence without a reasonable excuse acceptable to the Company;
- (d) the employee is laid off continuously for a period of more than thirty-six (36) months from the date of lay-off.
- (e) the employee is absent without leave for three consecutive working days without notifying the Company and without providing a reasonable excuse for the employee's absence.
- 10.04 The Company may grant leave of absence without pay to an employee for genuine and valid personal reasons which will include for female employees pregnancy, 'and any person who is absent with written permission shall not be considered to be laid off, and the employee's seniority shall continue to accumulate during his absence. The Company agrees to the principle of granting leave of absence to employees for the birth or adoption of a child in accordance with the Employment Standards

Act.

10.05 The Company shall grant leave of absence without pay to any employee for extended illness. The Company may require the employee to submit a statement from the employee's doctor and the Company may at its own expense have such statement verified by its own doctor. Such employee shall accumulate seniority during such illness up to a maximum of one (1) year after which time the employee's seniority shall be maintained without change.

10.06 The Company agrees to grant leave of absence for a period of one (1) year when requested by the Union to do so, without pay, to any one replaceable employee to serve the Union as Business Agent or in other full-time work with the Union.

10.07 The Company agrees to grant leave of absence to not more than two replaceable employees, if requested by the Union to do so, to attend Conventions of the Union, or to carry out Union assignments, for a total of twenty-five (25) days In a year provided written notice of such request is given to the Company at least seven (7) days in advance. The Company shall pay the regular wages for such employees during such leave of absence and shall be reimbursed by the Union for such wages and an additional 25% of such wages on account of benefits. Such hours shall be considered hours worked for the purpose of calculating overtime.

10.08 Promotions or transfers to jobs will be based primarily on the experience and qualifications of the employees concerned, but as between two persons of approximately equal standing based on the above factors, seniority shall govern.

10.09 The appointment or selection of employees for supervisory positions, or for any position not subject to the provisions of this agreement, is not governed by this agreement, but if an employee is so transferred or appointed he shall continue to accumulate seniority for a one-year period beginning with date of transfer and if during that one-year period, the employee is not transferred back to the bargaining unit, the employee shall lose all seniority at the expiration of the period.

10.10 A lay-off of employees shall be made on the basis of their seniority standing provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to perform the remaining work.

When recalling employees who have been laid off, the, recall will also be made on the same basis. An employee being recalled will be notified in writing to the employee's last address on record with the Company, and the employee shall have three (3) days in which to notify the Company of the employee's intentions, or be passed over for a later recall, and must return to work within seven (7) days or the employee's name will be removed from the seniority list unless he 'furnished the Company

with an acceptable reason for his failure to return. The Company will endeavour to notify the Union and the employees at least four (4) days prior to the date of lay-off.

- 10.11 Stewards, as recognized under Article 5.02 and up to three Union Officers, will be retained by the Company in the event of a layoff provided that such employees have the necessary experience and qualifications to perform the remaining work and provided sufficient work is available.
- 10.12 An employee with less than one year's service, with departmental seniority, shall upon being transferred from one department to another have all accumulated seniority placed to the employee's credit in the new department.
- will last three weeks or more shall be posted on the plant Bulletin Board for a period of five (5) days along with the rates applying and the name of the department posting the vacancy, except that only the first vacancy that occurs in a related series will be posted in the group of jobs so designated on the Wage Schedule Appendix A. All employees, except for those who have successfully bid for a job vacancy within the preceding six months and which job is still in existence, shall have the right to apply for posted jobs vacancies and shall be considered

according to Article 10.08. Where the Company believes the job will last for more than three weeks, but less than two months, the vacancy will be shown as "probably temporary". In the case of transfers made by the Company to fill vacancies expected to last no longer than three weeks, the Company will, where possible, transfer the most junior employee from among those who are able to do the vacant job and which transfer will not adversely affect the operating efficiency of the department from which the employee would be transferred.

A promotion or transfer to the vacancy will be made from amongst those who apply, except that in the event applications are not received from suitable applicants, the Company will have the right to fill the vacancy from amongst employees at the lower or equal wage level to the vacancy, or by hiring a new employee.

The Company agrees to give every consideration to requests from employees who may wish to transfer to a job at the same or a lower wage level than they hold at time' of request.

10.14 The Company agrees to notify the Union immediately after a decision is made regarding the successful candidate(s) for posted vacancies, and prior to the employee going on the job whenever possible.

#### 11. INFORMATION

- 11.01 Copies of all posted notices to employees affecting wages and working conditions issued by the Company shall, upon issuance, be furnished to the Union.
- 11.02 The Company shall supply the Union with a list of all employees acting in a supervisory capacity, and will indicate by appropriate job titles the nature and extent of their duties.

The Company will notify the Union of the names of group leaders appointed or removed by the Company.

A group leader's responsibility shall be to lead the group with which the group leader is working to assure that proper methods are used, and the quantity and quality is produced.

A group leader shall not have the authority to discipline, hire or fire employees. This latter is the responsibility of Supervisory Staff. It is however, the responsibility of the group leader to report to the group leader's immediate supervisor.

- 11.03 The Union will supply the Company with a list of all employees who have been elected Stewards or Union Officers, and will indicate the nature and extent of their positions.
- 11.04 In the event of re-hiring after a lay-off, the Union will be given a list of all employees being recalled.

12. BULLETIN BOARDS

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12.01 The Company will provide bulletin board space in mutually satisfactory locations throughout the plant for the convenience of the Union in posting notices. All notices must be submitted to the Company for approval before posting.

## 13. HEALTH AND SAFETY

- 13.01 The Company and the Union agree that they shall co-operate in promoting the health and safety of the employees during the hours of their employment and it is the responsibility of both to encourage the employees to practice safe work habits at all times.
- 13.02 The Health and Safety Committee shall hold monthly meetings to be scheduled at times when least disruptive to the individuals and the operation.
- 13.03 The Health and Safety Committee shall be comprised of two representatives of the Company and two representatives selected by the Union. The Company further acknowledges the right of the Union to select two additional health and safety representatives who, although not members of the Health and Safety Committee, shall attend the meetings. It is understood that one member of the Health and Safety Committee or a Health and Safety representative shall represent each shift. The

Union shall notify the Company of the members of the Health and Safety Committee and the two additional health and safety representatives.

Letter of Understanding

Should the current legislation be repealed, the parties will continue to be guided by the principles of the Health and Safety Act, 1991, in dealing with work refusals.

- 13.04 The Company shall provide all employees with such protective devices and other equipment deemed necessary by the Joint Health and Safety Committee to protect employees from injury, including safety glasses, hearing protection, gloves, raincoats for material handlers, heat resistant arm guards, safety goggles, face shields and aprons for changing batteries. It shall be mandatory for employees to use the protective devices or other equipment provided by the Company.
- 13.05 The Company shall provide the Health and Safety Committee, where possible, with published written information which identifies all compounds and substances of the products used in the plant.
- 13.06 The Company will provide the Health and Safety
  Committee with copies of all accident reports in the
  possession of the Company, resulting in lost time or no
  lost time claims, three days prior to the time fixed for

a meeting of the Health and Safety Committee.

- 13.07 Union members of the Health and Safety Committee shall be entitled to a total of eight (8) days per year to attend Government sponsored courses, or such other courses as may be agreed upon for instruction in health and safety matters with no loss of earnings.
- 13.08 The Company acknowledges its responsibility to provide proper training and instructions to its employees and the Union acknowledges it is the responsibility of the employees to be alert and avoid hazardous situations in the performance of their duties, and to work safely within accepted safety standards.
- 13.09 Safety shoes must be worn by all employees while working, and the Company will assist by paying to each employee, twice each year in March and September an amount toward the purchase of approved safety shoes.

  This amount will be forty-two dollars and fifty cents (\$42.50) and, effective April 9, 2000, forty-five dollars (\$45.00).
- 13.10 The Company will, upon receipt of documented proof of purchase, reimburse any employee for the purchase of prescription safety glasses up to a maximum of \$92.50 every two years and effective April 9, 2000 a maximum of \$95.00 every two years.

## 14. JOB CLASSIFICATIONS AND WAGE RATES

14.01 The job classifications and ranges of wage rates are contained in Schedule "A" which is attached hereto and forms a part of this Collective Agreement.

# 15. HOURS OF WORK

- 15.01 Any departments operating on a 7 day continuous operation shall be scheduled on a 12 hour shift schedule. The Company may elect to apply this schedule to additional departments which are not presently operating on the 12 hour shift schedule provided consultation with the Union takes place and a written notice of 15 days has been given prior to implementation.
- 15.02 The normally assigned hours of work shall be 36 and 48 on alternating weeks, consisting of 3 shifts of 12 hours one week and 4 shifts of 12 hours the following week. The Company does not guarantee to provide work or employment for all the normally assigned hours, or any other hours.
- 15.03 Employees will have one paid 20 minute lunch period and one 10 minute break paid by the Company each shift.
- 15.04 A "week" for the purpose of Article 15, Article 16 and Article 20 shall be defined as commencing at the starting time of the first full regularly schedule shift on a Sunday and finishing seven full days later.

15.05 A "working day" shall be defined as any and all days of the week excluding regular scheduled days off.

#### 16. OVERTIME

- 16.01 Hours worked in a day by an employee in excess of (12) twelve hours shall be paid at the rate of time and one half of the employee's basic straight time hourly rate.
- 16.02(a) An employee who works in excess of 36 hours but less than 48 hours in a week in which the employee is scheduled to work 3 shifts, and in excess of 44 hours but less than 60 hours in a week in which the employee is scheduled to work 4 shifts, shall be paid at time and one-half the employee's straight time hourly sate for all such hours. Double time shall be paid for all hours worked in excess of 48 hours in a week in which the employee is scheduled to work 3 shifts and in excess of 60 hours in a week in which the employee is scheduled to work 4 shifts.
- 16.02(b) For the purpose of Article 16.02(a), it is understood and agreed that Holidays as defined by Article 21 or days taken in lieu thereof shall be deemed to be "hours worked" for the purposes of calculating when an employee becomes eligible for the overtime premium pay if the employee was regularly scheduled to work on the holiday. It is further understood and agreed that other paid time off, Bereavement Leave, Jury Duty, Weekly Indemnity does not constitute "hours worked" for the

purpose of calculating when an employee becomes eligible for overtime premium pay.

- 16.03 In addition to the employee's hourly earnings, an employee required to perform regularly scheduled work on Sunday shall receive a premium for each hour worked of \$1.65 effective the date of ratification.
- 16.04 Overtime shall be distributed as equitably as practicable among those employees who normally perform the work involved.

## 18. REPORTING TIME ALLOWANCE

- 18.01 The company undertakes, under normal circumstances, to give six hours' work, or if no work is available, six hours' pay at an employee's basic straight-time hourly rate of pay to any employee who reports for work at the employee's regular starting time. The only circumstances in which such pay is not applicable are as follows:
- (a) When the employee is advised not to report for work, not later than the day before;
- (b) When an employee has been absent for more than three
- (3) days and does not notify the Company, not later than the day before of the employee's intention to return to work;

(c) When lack of work is due to breakdowns, power failure, or other circumstances beyond the Company's control.

#### 19. CALL-IN ALLOWANCE

19.01 An employee called in to do emergency work shall be paid the greater of three hours' pay at the employee's basic straight time hourly rate or one and one half (1-1/21 hours at the employee's basic straight time hourly rate plus hours actually worked at the applicable overtime rate.

#### 20. VACATIONS

- 20.01 Those employees who are on the payroll of the Company as of the current year, and who have been employed by the Company for a period of not less than three months as of June 30th of the current year, shall be entitled to one week's vacation with pay equivalent to 4% of the employee's earnings received during the previous fiscal year of July 1st to June 30th of the current year.
- 20.02 Those employees who are on the payroll of the Company as of the current year, and who have been employed by the Company continuously for a period of not less than one (1) year as of June 30th of the current year shall be entitled to two (2) weeks' vacation with pay equivalent to 4% of the employee's earnings received during the previous fiscal year of July 1st to June 30th

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of the current year.

20.03 Those employees who are on the payroll of the Company as of the current year, and who have been employed by the Company continuously for a period of not less than five (5) years as of June 30th of the current year, shall be entitled to three (3) weeks' vacation with pay equivalent to 6% of the employees earnings received during the previous fiscal year of July 1st to June 30th of the current year.

- 20.04 Those employees who are on payroll of the Company as of the current year and who have been employed by the Company continuously for a period of not less than eleven (11) years as of June 30th of the current year shall be entitled to four (4) weeks' vacation with pay equivalent to 8% of the employee's earnings received during the previous fiscal year of July 1st to June 30th of the current year.
- 20.05 Those employees who are on the payroll of the Company continuously for a period of not less than nineteen (19) years, as of June 30th of the current year shall be entitled to five (5) weeks' vacation with pay equivalent to 10% of the employee's earnings received during the previous fiscal year of July 1st to June 30th of the current year,
- 20.06 Those employees who are on the payroll of the Company as of the current year, and who have been employed by the Company continuously for a period not

less than thirty (30) years as of June 30th of the current year shall be entitled to six (6) weeks' vacation with pay equivalent to 12% of the employee's earnings received during the previous fiscal year of July 1st to June 30th of the current year.

20.07 The Company reserves the right to spread vacations over the vacation season, or in the alternative, to close the plant for an interval not to exceed two weeks during the period July 1st to August 31st. Preference of time at which employees wish to take their vacations will be given consideration, but the Company shall have the final decision. The Company will set the vacation period by not later than February 1st of the current year.

20.08 Employees shall be paid vacation pay immediately prior to the taking of their respective vacation.

# 21. HOLIDAYS

21.01 The following holidays will be recognized:
New Year's Day
Victoria Day
Civic Holiday

Canada Day
Labour Day

Thanksgiving
One full day before Christmas
Christmas Day
Boxing Day
One full day before New Year's Day
Birthday or Anniversary as Predetermined

21.02(a) Each eligible employee shall receive payment for each such holiday as set-out in paragraphs (b) and (c) providing the employee has worked the normal shift

immediately preceding and the normal shift immediately following the Holiday. An employee who is absent from work the day before and/or the day after the holiday because of illness, which at the request of the Company is supported by a medical certificate, or because of lay-off due to a work shortage, shall not lose their holiday pay thereby if the employee has not been absent for more than fifteen (15) working days immediately prior to the day on which the holiday is observed. Further, an employee shall not be disqualified for holiday pay by reason of absence on the working day immediately before or after the holiday if he has secured written permission from the Company to be absent.

21.02(b) An employee who is regularly scheduled to work on a Holiday but does not work on the Holiday, shall receive 12 hours' pay at straight time. An employee who has not been regularly scheduled to work on a Holiday will receive 4 hours' pay at time and one-half when no lieu time has been granted and 4 hours' pay at straight time when lieu time has been granted. "Lieu time" is understood to refer to a situation where the Company has granted an employee another day off for a Holiday, which falls on an employee's regular scheduled day off.

21.02(c) An employee who is eligible to receive Workers' Compensation shall be paid the difference between 12 hours' pay and compensation received from the Workers'

Compensation Board if the employee was regularly scheduled to work on the Holiday. For such employee who was not regularly scheduled to work on the Holiday 21.02(a) applies. An employee who is eligible to receive Weekly Indemnity shall be paid the difference between 8 hours' pay and the compensation received for such Holiday.

- 21.03 Only those employees who have been on the Company's payroll for a period of not less than fifteen (15) days prior to the holiday may become eligible for holiday pay.
- 21.04 Employees required to work on a day that is observed by the Company as a holiday shall receive pay at the rate of time and one-half of their respective basic straight-time hourly rate of pay for any hours worked on such holiday in addition to any holiday pay which they may otherwise be entitled to receive.
- 21.05 It is understood and agreed that in order to meet production requirements, the Company may request employees to work their scheduled shifts or to work overtime on the Holidays set forth in Article 21.01. The Union recommends that the employees co-operate with the Company where possible by endeavouring to assist the Company in meeting production requirements.
- 21.06 In the event that a Holiday which is normally a

scheduled day of work falls within an employee's vacation period an additional day or days of vacation will be granted and the employee shall receive their holiday pay subject to article 21.02 (b) provided the employee works the normal shift immediately preceding and the normal shift immediately following the vacation period.

#### 22. JURY DUTY

22.01 Employees who have been employed by the Company for more than 60 days shall be paid the difference between day rate and the pay received for time lost when called for jury duty or when subpoenaed by the Crown as a witness. The Company reserves the right to determine when an employee called for such duty may be expected to report to work. The employee shall be interviewed by a representative of the Company before the employee's first call to be told under what conditions the employee will be expected to report for work. Employees will be required if possible to present to the Company evidence signed by the Sheriff's Office, of times called and released.

#### 23. BEREAVEMENT LEAVE

23.01 Leave of absence of up to a total of three (3) days with pay for time lost from work will be given to an employee when requested for the purpose of attending or arranging for the funeral of the immediate family.

Immediate family shall be defined as Wife, Husband,

Daughter, Son (including step-children), Mother, Father, Sister, Brother, Mother-in-Law, Father-in-Law, Brother-in-Law, Grandparents, and Grandchildren.

#### 24. BENEFIT PLANS

24.01 The Company will pay the full cost of all existing benefit plans at the April 9, 1998 premium levels (except as provided under Article 24.06). Any increase in premium cost shall be shared by the Company and the employees on a 50/50 basis.

In the event of a lay-off or leave of absence, the company will continue to pay the premiums on all benefit plans (except Life Insurance and Accidental Death and Dismemberment) for the balance of the month, plus two (2) full months. The premiums for Life Insurance and Accidental Death and Dismemberment will be paid for the balance of the month, plus one (1) full month. In any event, premiums will not be paid for an employee who has not performed any work during the preceding twelve (12) month period.

24.02 Weekly Indemnity is in effect: for all employees in the Company unit who have completed two months of full time employment. It applies on the first day in the case of accident or hospitalization, and on the fourth day in the case of illness, in the amount of 66-2/3% of earnings up to the Employment Insurance maximum for 26 weeks. It is understood that medical verification of illness must

be obtained on a timely basis.

- 24.03 Life Insurance and Accidental Death and
  Dismemberment to the amount of \$22,000 effective June 1,
  1998 for the employees in the bargaining unit who have
  completed 2 months of full time employment.
- 24.04 Extended Health Care for all employees who have completed two months of full time employment.

The plan covers 100% of the following with zero (0) deductibility (to a lifetime maximum of \$27,000/individual, effective June 1, 1998 and \$29,000 effective April 9, 2000).

- (a) Drugs (specialist drugs or any other drugs which require a medical prescription);
- (b) Ambulance charges;
- (c) Nursing care charges;
- (d) Physiotherapy charges;
- (e) Medical supplies, Aids and Appliances.
- 24.05 Preventive Dental Care Plan for all employees who have completed two months of full time employment with no deductible and 100% payment up to the current O.D.A. schedule of fees when it is available from the carrier.
- 24.06 The dental plan includes endodontic and periodontic riders with an annual maximum coverage of \$500.00 per family member, The premium is to be shared

equally by the Company and the employee.

24.07 Family Vision Care up to \$80.00 per family member towards prescription glasses or contact lenses, on submission of prescription and receipt, once every two years, effective April 9, 1997, \$85.00 effective June 1, 1998 and \$90.00 effective April 9, 2000.

24.08 The Company agrees to make necessary payroll deductions for the long term disability insurance policy and remit these deductions to the insurance carrier. The insurance carrier is solely responsible to provide any benefits under the long term disability insurance policy in accordance with the terms and conditions of such policy.

## 25. PENSION PLAN

25.01 A Pension Plan is available. Employees are eligible to join the pension plan after completion of one year's employment. Further details can be obtained from the office of the Company. Descriptive literature will be provided.

# 26. INJURED EMPLOYEES

26.01 An employee injured while at work and unable to return to the employee's regular duties, shall be paid the employee's regular rate for the balance of the employee's work day during which the injury occurred,

except to the extent of the amount which, for that day, may be covered by Workers' Compensation. The payment to the employee must, however, have the approval of management.

#### 27. SHIFT PREMIUM

27.01 Effective as of the date of ratification, a separate shift premium of \$0.40 per hour (and effective April 9, 2000, \$0.42 per hour) shall be paid for each hour worked by an employee on the second shift of the day.

#### 28. RETIREMENT

28.01 The parties agree that employees will normally be retired at age sixty-five (65) or upon becoming eligible by age under the provision of the Canada Pension Plan.

#### 29. JOBS RELATED TO NEW OPERATIONS

29.01 Where a new job is created by the Company in conjunction with its proposed new or existing operation, the Company shall notify the Union of such new or revised job prior to the job becoming operative.

The Company shall have the right to institute such jobs and put them in effect provided the Union has been notified in writing prior to such job becoming operative and provided the Company establishes a rate of pay consistent with rates of pay for existing jobs being performed within the bargaining unit.

The Union shall have the right to grieve the rate of pay put into effect by the Company if it believes such rate of pay is not consistent with comparable jobs within the bargaining unit.

#### 30. PAID EDUCATION LEAVE

Effective April 9, 1997 the Company agrees to pay into a special fund two cents (\$0.02) per hour per employee for all compensated hours, up to one hundred and sixty (160) hours in a four week period, for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills and all aspects of trade union functions. Such money to be paid on a quarterly basis into a trust fund established by the National Union CAW effective from April 9, 1997 and sent by the Company to the following address:

CAW Paid Education Leave Program CAW Family Education Centre P.O. Box 897, Port Elgin, Ontario NOH 2CO

The company further agrees that members of the bargaining unit, selected by the union to attend such a course, will be granted a leave of absence for twenty (20) days 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 said leave will continue to accrue seniority and benefits during such leave.



#### 31. TERMINATION OF AGREEMENT

30.01 This agreement shall remain in effect from the 9th day of April, 1998 to the 8th day of April, 2001 and unless either party gives to the other party written notice of termination or of a desire to amend the agreement, then it shall continue in effect for a further year without change, and so on from year to year.

30.02 Notice that amendments are required or that either party intends to terminate the agreement may only be given within a period of not more than ninety (90) days and not less than sixty (60) days prior to the expiry date of this agreement or of any subsequent anniversary period in which this agreement remains in force. If notice of amendment or of termination is given by either party, the other party agrees to meet for the purpose of negotiating within ten (10) days after the giving of such notices if requested to do so. Such negotiations shall not continue beyond the expiration date of the agreement unless the parties mutually agree to extend the period of negotiations.

For the Wattonat Union C.A.W. Canada:

SCHEDULE "A"

JOB CLASSIFICATION AND MINIMUM WAGE RATES

STARTING RATE	APRIL 9/98 \$12.60	APRIL 9/99 \$12.60	APRIL 9/2000 \$12.60
	72200	<b>Y</b> 22.00	<b>422.00</b>
CLASSIFIED JOBS			
Group 1-General Labour	17.33	17.53	17.73
Group 2-Supply, Shipper,			
Press, Operator "B",		17.63 17.63	17.83
Wrapper/Shipper	17.43	17.63	17.83
Group 3-Press Operator "A"	17.53	17.73	17.93
Annealer-Packer	17.53	17.73	17.93
Machine Operator -	** **	10 D3	17 02
Wound Core Material handler Sl:	17.53	17.73 17.73	17.93 17.93
material handler 51.	rccer 17.55	11.13	11.55
Group 4-Utility (die setting	/		
general)	17.65	17.85	18.05
Group 5-Facilitator	14.55-17.65	14.75-17.85	14.95-18.05
Group 6-Die Service "B"	17.78	17.98	18.18.
Group 7-Die Setter	18.00	18.20	18.40
Die Service "A"	18.00	18.20	18.40
Group 8-Slitter	17.65-18.98	17.85-19.18	18.05-19.38
Group 9-Maintenance Mechanic	c 18.94-19.85	19.24-20.15	19.54-20.45
Group 10-Lamination Die Make	er 20.08-20.95	20.38-21.25	20.68-21.55

#### JOB CLASSIFICATION AND MINIMUM WAGE RATE

	APRIL	9/98	APRIL	9/99	APRIL	9/2000
Group 12-Tool Room Apprentice						
Starting Rate after 1000 hours 2000 hours 3000 hours 4000 hours 5000 hours 6000 hours 7000 hours 8000 hours	75% 80% 85% 90% 95% 95%	13.05 14.06 15.06 16.06 17.07 18.07 19.08 19.08 20.08		13.25 14.27 15.29 16.30 17.32 18.36 19.30 20.38	7 9 0 2 1 1 5 5	13.44 14.48 15.51 16.54 17.58 18.61 19.65 20.68
Maintenance Apprentice Starting Rate after 1000 hours 2000 hours 3000 hours 4000 hours 5000 hours 6000 hours 7000 hours	75% 80% 85% 90% 95% 95%	12.31 13.26 14.21 15.15 16.10 17.05 17.99 17.99		12.5 13.4 14.4 15.3 16.3 17.3 18.2 18.2	7 3 9 5 2 8 8	12.70 13.68 14.66 15.63 16.61 17.59 18.56 18.56

#### NOTES

- 1. Press Operator "B" shall progress automatically to Press Operator "A" after six (6) months as a Press Operator "B" unless the employee does not possess the necessary skills to perform press and lamination die trouble shooting. It is incumbent on the operator to develop these skills.
- 2. Both Die Service "A" and "B" will be expected to perform whatever other jobs are required when Die Service work is not available. Based on this understanding the Company agrees that while Die Service "A" or "B" are performing work other than servicing, other employees not classified as Die Service "A" or "B" will be restricted from doing Service Work, except where such Service Work may be a usual and normal part of a Tool Makers Duties.
- 3. Employees hired following the date of ratification shall receive the starting rate for the first ten (10) months of employment.

CLASSIFICATION: Following completion of the probationary period, new employees shall be classified. Their wage rate shall remain the same for a total of 10 months of employment after which the employee will receive a rate of \$12.60 plus 50% of the difference between the starting rate (\$12.60) and the classified job. This rate will be

in effect for six months, after which the employee will move to the starting rate of the classified job. C.O.L.A. payments shall now apply.

Employees in classification group 5 and Group 8 will receive 6 equal semiannual increases to top rate.

Employees in classification groups 9 and 10 to receive two equal progression increases after 6 and 12 months respectively, to top rate.

GROUP LEADERS: Group Leaders while appointed as such by the Company shall receive \$1,00 per hour above their occupational classification wage rate. There will be a maximum of sixteen group leaders and/or alternates.

c.O.L.A.: Effective April 9, 1998 all employees covered by this agreement who have completed sixteen (16) months of employment shall be subject to a cost of living adjustment determined on the basis of the Consumer Price Index published by Statistics Canada, (1981 - 100). Cost of Living allowances will be calculated in July and October, 1999 and January, 2000, on the Index published for the preceding month against a base of March, 1999 and input will be made commencing the first pay period following the publication of the Index. Effective April 9, 2000, the cost of living allowances will be calculated quarterly in April, July and October, 2000 and January, 2001 on the Index published for the preceding months

against a base of December, 1999, and input will be made commencing the first pay period following the publication of the Index. Cost of living adjustment will be made at the rate of 1 cent per hour for each 0.14 increase in CPI.

National Aerospace, Automobile, Transportation and General Workers of Canada(C.A.W. Canada), Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. Rick Cyrenne

Dear Mr. Cyrenne:

Re: Job Postings

This will confirm the understanding reached at negotiations between National Aerospace, Automobile, Transportation and General Workers Union of Canada Local 504 and El-Met-Parts for a collective agreement expiring April 8th, 1998.

For the purpose of administering Article 10.08 it is agreed "qualifications" shall be construed to mean qualification necessary to meet the normal requirements of the job.

For the purpose of providing information to employees, the Company will endeavour that job postings under Article 10.13 shall include a general outline of the duties and responsibilities of the job.

For C.A.W. Local 504:

FOI CHG COMPANY

April 9, 1998.

#### LETTER OF INTENT

This will confirm that Article 13.04 deals with and is limited to protective safety 'equipment or devices which are worn or used by employees in the course of their duties to prevent accidents.

For The Company:

For C.A.W. Local 504:

Original Date of Issue: April 9,/1989

April 9, 1998

National Aerospace, Automobile, Transportation and General Workers Union of Canada (C.A.W. Canada) Local 504 307 Queenston Road Hamilton, Ontario L8K 1H3

Attention: Mr. Rick Cyrenne

LETTER OF INTENT

Dear Mr. Cyrenne;

Re: Group Leaders

This will confirm the intention of the Company with respect to the use of group leaders.

It is not the intention of the Company to use the designation of group leader as a means of by-passing the Union's role as exclusive bargaining agent for the bargaining unit.

A group leader's responsibility shall be to lead the group with which the group leader is working, to assure that proper methods are used and the quantity and quality of product is produced.

The group leader shall not have the authority to discipline, hire or fire employees. The latter is the responsibility of the supervisory staff. It is, however, the responsibility of the group leader to report to his immediate supervisors.

Group leaders will only receive the group leader premium while performing the functions of a group leader.

The Company will notify the Union of the names of group leaders and any changes.

For C.A.W. Local 504:

For the Company:

1.

Original Date of Issue: April 8, 1989

April 9, 1998

National Aerospace, Automobile, Transportation and General Workers of Canada (C.A.W. Canada) Local 504 307 Queenston Road Hamilton, Ontario L8K 1H3

Attention: Mr. Rick Cyrenne

#### LETTER OF UNDERSTANDING

Dear Mr. Cyrenne:

Re: Job Descriptions

This will confirm that the Company and the Union have developed  $\mathbf{j}_{0}\mathbf{b}$  descriptions.

These description do not form part of the collective agreement.

They will be issued to supervisors, members of the committee and stewards and will be used as general guidelines.

The descriptions may be revised between the Company and the Committee as circumstances may warrant.

For C.A.W. Local 504:

For the Company:

UU 91 mm

Mr. R. Cyrenne President Local 504 C.A.W. 307 Queenston Rd. Hamilton, Ontario

Dear Mr. Cyrenne:

Re: New Technology

This will confirm the understanding between the parties reached during negotiations for the Collective Agreement dated April 9, 1995, with respect to the introduction of new operations or technology.

The parties recognize the need for the introduction of new operations and technology in the plant. The Union agrees to cooperate and meet with the Company in a timely manner to assist in the introduction of such new operations or technology.

The Company and the Union may mutually agree to such changes as may be required and such agreement by the Union shall not be reasonably withheld.

Yours truly

John Papakyriakou.

President

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada- C.A.W. Canada- and its Local 504.

for C.A.W. Canada

for its Local 504

#### LETTER OF INDERSTANI

Attention: Mr. Rick Cyrenne

RE: 12 Hour Shifts

Dear Sir:

This will confirm the agreement of the parties reached at negotiations.

The parties agree to enter into discussions concerning an alternate 12 hour shift rotation if requested to do so by the Union. Any alternate 12 hour shift schedule will be introduced for a trial period.

The details of the trial shift rotation shall be mutually agreed upon by the parties and reduced to writing, The Union shall present such details to its membership for ratification, should the membership accept the terms of the trial period, it shall be implemented at a mutually agreeable time.

Yours truly,

John Papakyriakou

The foregoing is hereby confirmed on behalf of CAW-TCA CANADA and its Local 504.

For Lo

#### LETTER OF UNDERSTANDING

Re: Pension Plan for El-Met Parts

**Employees** 

ASK.

The parties recognize the possibility that the Federal Government may change in the future the formula for Canada Pension Plan contributions.

The Company and the Union agree to the principal that any change to the current CPP contribution levels referred to in the Pension Plan document at paragraph 2 and 3, will not have the effect of eroding the present contributions of either the Company and or Employee to the employees El-Met Parts Pension Plan.

The Company and the Union agree to seek professional advise towards the development of a mechanism, to the extent possible, to implement this principal as soon as possible but no later than April 9, 1999.

· :

48

#### LETTER OF UNDERSTANDING

April 9, 1998

The Company and the Union recognize that there is a dramatic need to make major productivity improvements in all areas.

The Company and the Union agree that the objective is to maximize production in each and every department and to maximize the number of hours each piece of machinery in the plant operates on each and every shift.

To attain this objective, it is recognized that each employee should:

- 1. Be at his work station ready to begin work at the start of each shift.
- 2. Remain at his work station until the end of each shift.
- Work at a reasonable pace until the end of each shift.
- 4. Avoid excessive personal breaks and wandering from his work station during his shift.
- 5. Avoid shutting down presses while operating and eliminate press shut downs at shift changes.
- 6. Avoid "stretching" the work to fill the time and to take the initiative to provide assistance in other areas of the plant.

It is agreed that these productivity gains can only be gained by each employee's recognition of the importance of productivity to the future of the Company and each employee's commitment to maximizing it.

Dated at Dundas this

day of

D ., 1998.

El-Met Parts Inc.

C.A.W., Loc

# APPRENTICESHIP PROGRAM AGREEMENT BETWEEN

## **EL-MET-PARTS INC.**

## **AND**

# CAW/TCA CANADA AND ITS LOCAL 504

This Agreement shall form part of the Collective Agreement between the parties and shall be subject to all articles therein.

The parties shall form a Joint Agreement Committee comprised of two (2) members selected by the Company and two (2) members selected by the Union.

The Committee will act as an Advisory Committee to the Company and the Union.

All Decisions affecting the Apprenticeship Program Agreement shall be approved and reduced to writing by the parties to the Collective Agreement.

A guideline for the operation of the committee is attached as Appendix "A".

#### **JOB POSTING**

All opportunities for apprenticeship shall be posted on the plant bulletin board for a period of five (5) days.

The successful applicant shall be selected by the Company based upon qualifications, skill, ability and aptitude.

The posting of Apprenticeship shall be per the attached Appendix "B".

**WAGE**§

"("

The wage schedule and conditions of wages are attached as Appendix

DATED AT DUNDAS, ONTARIO, THIS 3 ( DAY OF DCT), 1998

FOR: EL-MET-PARTS Inc.

FOR: CAW Canada Local 504

Ale Promo

A MARIAN.

FOR: CAW/TCA CANADA	
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#### APPENDIX "A"

#### JOINT APPRENTICESHIP COMMITTEE

**MANDATE:** To advise and recommend ways and means for successful operation of apprenticeship program and the successful completion of apprenticeship by the selected candidates.

#### **DUTIES:**

- 1) Recommend finalized curriculum.
- 2) Review resources available at EL-MET-PARTS or Community Colleges or elsewhere to provide the apprentices the required training in the most practical way.
- **3)** Review progress of apprentices and the ongoing program and make recommendations for successful completion or for improvements.
- 4) Make recommendation as to the successful completion of apprenticeship.

#### APPENDIX "B1"

#### **JOB POSTING**

#### APPRENTICESHIP-TOOLMAKER

**DUTIES:** 

To acquire skills required to troubleshoot, maintain and build tungsten carbide lamination stamping dies and to assist toolmakers and lamination die makers in troubleshooting, maintaining and building such dies; any such other appropriate duties that may be assigned.

QUALIFICATIONS: - Grade 12 (or equivalent) minimum education

- Good technical and analytical skills
- Good mechanical aptitude
- Good attendance record
- Professional work habits
- Ability to work in a group environment
- Ability to take and follow written and verbal instructions
- Ability or willingness to learn to provide verbal and written reports

STARTING RATE: Per Appendix "C".

#### APPENDIX "B2"

#### **JOB POSTING**

#### APPRENTICESHIP-INDUSTRIAL MECHANICAL MILLWRIGHT

**DUTIES:** 

**To** acquire skills required to troubleshoot, perform maintenance (mainly preventive and otherwise), rebuild and install Company equipment; any such other appropriate duties that may be assigned.

**QUALIFICATIONS: -** Grade 12 (or equivalent) minimum education

- Good technical and analytical skills

**Good** mechanical aptitude

Good attendance record

Professional work habits

- Ability to work in a group environment

Ability to take and follow written and verbal instructions

Ability or willingness to learn to provide verbal and

written

reports

**STARTING RATE:** Per Appendix "C".

3

#### APPENDIX "C" WAGES

The apprentice shall be paid a rate according to the following schedule. The rate shall be based on the starting rate paid to the journeyman/woman in the appropriate trade.

		<u>Percentage</u>	( <u>Too</u>	olroom Apprentice X		ustrial Mechanic/ ) lwright Apprentice)
Starting Rate	=	65%	(	\$12.32/hr	( ~	\$12.05/hr /)
After 1,000 hours	=	70%	(')	\$13.27/hr /)	(	\$12.98/hr )
After 2,000 hours	=	75%	(	\$14.21/hr )	(	\$13,91/hr )
After 3,000 hours	=	80%	(	\$15.16\hr )	(	\$14.83\hr )
After 4,000 hours	=	85%	(	\$16.11/hr )	(	\$15.76/hr )
After 5,000 hours	=	90%	(	\$17.96/hr	(	\$16.69/hr )
After 6,000 hours	=	95%	(	\$1/8.00/hr )	( )	\$17.61/hr \ )
After 7,000 hours	=	95%	(	\$18.00/hr )	(/	\$17.61/hr )
After 8,000 hours	=	100%	(	\$18.95/hr	(	\$18.54/hr )
NOTES:				St.		SB

- 1. The apprentice shall be paid his/her hourly rate for all training programs that take place on the company's premises. If the apprentice, to complete his program, is required to attend a community college, trade school or other outside course for any period of time, he will do so on his own time. However, the company will fully cooperate to give opportunities to the worker to perform work for the missed time at a mutually convenient time.
- 2. The Company agrees to pay, on behalf of apprentices covered by this agreement for books, registration fees and/or tuition required in connection with related related training under the apprentice program.

- **3.** If the apprentice is laid off, he/she may elect to continue school classes. Tuition and books during such layoff period will be paid upon the return of the apprentice to the Apprenticeship Program. Tuition and book receipts will be presented to the Company by the apprentice.
- 4. Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.
- 5. Bargaining unit employees whose starting rate or credit level under the Apprenticeship Agreement would place them at less than their present rate, will receive a wage rate midway between their current rate and the adjusted apprentice rate they would be entitled to as an apprentice. The employee shall be red-circled at that rate, without any changes including COLA or general increases if any, until normal advancement in the Apprenticeship Program places them at a higher rate.
- 6. When a apprentice has successfully completed 8,000 hours of training, and has attained his/her certificate of qualifications from the Ontario Ministry of Education and Training, he/she is to receive the starting rate paid to skilled journeymen/women in the trade in which he has served his/her apprenticeship.

# APPRENTICESHIP PROGRAM AGREEMENT BETWEEN

### **EL-MET-PARTS INC.**

## **AND**

# CAW/TCA CANADA AND ITS LOCAL 504

This Agreement shall form part of the Collective Agreement between the parties and shall be subject to all articles therein.

The parties shall form a Joint Agreement Committee comprised of two (2) members selected by the Company and two (2) members selected by the Union

The Committee will act as an Advisory Committee to the Company and the Union.

All Decisions affecting the Apprenticeship Program Agreement shall be approved and reduces to writing by the parties to the Collective Agreement.

A guideline for the operation of the committee is attached as Appendix "A".

#### **JOB POSTING**

All opportunities for apprenticeship shall be posted on the plant bulletin board for a period of five (5) days.

The successful applicant shall be selected by the Company based upon qualifications, skill, ability and aptitude.

The posting of Apprenticeship shall be per the attached Appendix "B".

#### **WAGES**

The wage schedule and conditions of wages are attached as Appendix "C".

DAY OF	, 1998.
FOR: CAW Car	nada Local 504
	DAY OF FOR: CAW Car

#### APPENDIX "A"

#### JOINT APPRENTICESHIP COMMITTEE

**MANDATE:** To advise and recommend ways and means for successful operation

of apprenticeship program and the successful completion of

apprenticeship by the selected candidates.

**DUTIES:** 1) Recommend finalized curriculum.

- 2) Review resources available at EL-MET-PARTS or Community College or elsewhere to provide the apprentices the required training in the most practical way.
- 3) Review progress of apprentices and the ongoing program and make recommendations for successful completion or for improvements.
- 4) Make recommendation as to the successful completion of apprenticeship.

#### APPENDIX "B2"

#### **JOB POSTING**

### APPRENTICESHIP - INDUSTRIAL MECHANICAL MILLWRIGHT

**DUTIES:** 

To acquire skills required to troubleshoot, perform maintenance (mainly preventive and otherwise), rebuild and install Company equipment; any such other appropriate 'duties that may be assigned.

**QUALIFICATIONS:** - Grade 12 (or equivalent) **minimum** education

- Good technical and analytical skills
- Good mechanical aptitude
- Good attendance record
- Professional work habits
- Ability to work in a group environment
- Ability to take and follow written and verbal instructions
- Ability or willingness to learn to provide verbal and written reports

**STARTING RATE:** Per Appendix "C"

#### APPENDIX "C"

#### **WAGES**

The apprentice shall be paid a rate according to the following schedule. The rate shall be based on the starting rate paid to the journeyman/woman in the appropriate trade.

	<u>P</u>	<u>ercentage</u>
Starting Rate	=	65%
After 1,000 hours	=	70%
After 2,000 hours	=	75%
After 3,000 hours	=	80%
After 4,000 hours		85%
After 5,000 hours	=	90%
After 6,000 hours	=	95%
After 7,000 hours	=	95%
After 8,000 hours	_	100%

#### **NOTES:**

- 1. The apprentice shall be paid his/her hourly rate for all training programs that take place on the company's premises. If the apprentice, to complete his program, is required to attend a community college, trade school or other outside course for any period of time, he will do so on his own time. However, the company will fully cooperate to give opportunities to the worker to perform work for the missed time at a mutually convenient time.
- 2. The Company agrees to pay, on behalf of apprentices covered by this agreement for books, registration fees and/or tuition required in connection with related training under the apprentice program.
- 3. If the apprentice is laid off, he/she may elect to continue school classes. Tuition and books during such layoff period will be paid upon the return of the apprentice to the Apprenticeship Program. Tuition and book receipts will be presented to the Company by the apprentice.
- 4. Apprentices **who** are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.

- 5: Bargaining unit employees whose starting rate or credit level under the Apprenticeship Agreement would place them at less than their present rate, will receive a wage rate midway between their current rate and the adjusted apprentice rate they would be entitled to as an apprentice. The employee shall be red-circled at that rate, without any changes including COLA or general increases if any, until normal advancement in the Apprenticeship Program places them at a higher rate.
- 6. When a apprentice has successfully completed 8,000 hours of training, and has attained his/her certificate of qualifications from the Ontario Ministry of Education and Training, he/she is to receive the starting rate paid to skilled journeymen/women in the trade in which he has served his/her apprenticeship.

### APPENDIX "C" WAGES

The apprentice shall be paid a rate according to the following schedule. The rate shall be based on the starting rate paid to the journeyman/woman in the appropriate trade.

		Percentage	( <u>Too</u>	kroom Appre	ntice)	(Industrial Mechanic/ ) (Millwright Apprentice)
Starting Rate	=	65%	\(	\$12.32/1/1	)	(\ \$12.05/hr )
After 1,000 hours	=	70%	/	\$13.2 <b>7/</b> hr	)	(\\\\$12.98/hr\)
After 2,000 hours	=	75%	(	\$14/21/hr	)	( \\$13.91/hr )
After 3,000 hours	=	80%	( \	\$1/5.16/hr	)	(\$14.83/hr)
After 4,000 hours	=	85%	(	\$16.11/hr	)	( \$15.76/hr
After 5,000 hours	=	90%	(	\$17.06/hr	)	( \$16.69/hr
After 6,000 hours	=	95%	(	\$18.00/hr	)	( \$17.6 <b>1</b> /hr
After 7,000 hours	=	95%		\$18.00\hr	)	( / \$17.61\hr
After 8,000 hours	=	100%	( ].	\$18.95/hr	)	(/ \$18.54/hr

#### **NOTES:**

- 1. The apprentice shall be paid his/her hourly rate for all training programs that take place on the company's premises. If the apprentice, to complete his program, is required to attend a community college, trade school or other outside course for any period of time, he will do so on his own time. However, the company will fully cooperate to give opportunities to the worker to perform work for the missed time at a mutually convenient time.
- 2. The Company agrees to pay, on behalf of apprentices covered by this agreement for books, registration fees and/or tuition required in connection with related related training under the apprentice program.

- **3.** If the apprentice is laid off, he/she may elect to continue school classes. Tuition and books during such layoff period will be paid upon the return of the apprentice to the Apprenticeship Program. Tuition and book receipts will be presented to the Company by the apprentice.
- 4. Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.
- 5. Bargaining unit employees whose starting rate or credit level under the Apprenticeship Agreement would place them at less than their present rate, will receive a wage rate midway between their current rate and the adjusted apprentice rate they would be entitled to as an apprentice. The employee shall be red-circled at that rate, without any changes including COLA or general increases if any, until normal advancement in the Apprenticeship Program places them at a higher rate.
- 6. When a apprentice has successfully completed 8,000 hours of training, and has attained his/her certificate of qualifications from the Ontario Ministry of Education and Training, he/she is to receive the starting rate paid to skilled journeymen/women in the trade in which he has served his/her apprenticeship.

# APPRENTICESHIP PROGRAM AGREEMENT BETWEEN

# **EL-MET-PARTS INC.**

# **AND**

# CAW/TCA CANADA AND ITS LOCAL 504

This Agreement shall form part of the Collective Agreement between the parties and shall be subject to all articles therein.

The parties shall form a Joint Agreement Committee comprised of two (2) members selected by the Company and two (2) members selected by the Union.

The Committee will act as an Advisory Committee to the Company and the Union.

All Decisions affecting the Apprenticeship Program Agreement shall be approved and reduced to writing by the parties to the Collective Agreement.

A guideline for the operation of the committee is attached as Appendix "A".

#### **JOB POSTING**

All opportunities for apprenticeship shall be posted on the plant bulletin board for a period of five (5) days.

The successful applicant shall be selected by the Company based upon qualifications, skill, ability and aptitude.

The posting of Apprenticeship shall be per the attached Appendix "B".

#### **WAGES**

The wage schedule and conditions of	wages are attached as Appendix "C"
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DATED AT DUNDAS, ONTARIO, THIS	DAY OF	, 1998.
FOR: EL-MET-PARTS Inc.	FOR:	CAW Canada Local 504

FOR: CAW/TCA	CANADA	

#### APPENDIX "A"

#### JOINT APPRENTICESHIP COMMITTEE

**MANDATE:** To advise and recommend ways and means for successful operation of apprenticeship program and the successful completion of apprenticeship by the selected candidates.

#### **DUTIES:**

- 1) Recommend finalized curriculum.
- 2) Review resources available at **EL-MET-PARTS** or **Community** Colleges or elsewhere to provide the apprentices the required training in the most practical way.
- 3) Review progress of apprentices and the ongoing program and make recommendations for successful completion or for improvements.
- 4) Make recommendation as to the successful completion of apprenticeship.

#### APPENDIX "B1"

#### JOB POSTING

#### APPRENTICESHIP-TOOLMAKER

**DUTIES:** 

To acquire skills required to troubleshoot, maintain and build tungsten carbide lamination stamping dies and to assist toolmakers and lamination die makers in troubleshooting, maintaining and building such dies; any such other appropriate duties that may be assigned.

QUALIFICATIONS: - Grade 12 (or equivalent) minimum education

- Good technical and analytical skills
- Good mechanical aptitude
- Good attendance record
- Professional work habits
- Ability to work in a group environment
- Ability to take and follow written and verbal instructions
- Ability or willingness to learn to provide verbal and written reports

STARTING RATE: Per Appendix "C".

#### APPENDIX "B2"

#### **JOB POSTING**

#### APPRENTICESHIP-INDUSTRIAL MECHANICAL MILLWRIGHT

**DUTIES:** 

To acquire skills required to troubleshoot, perform maintenance (mainly preventive and otherwise), rebuild and install Company equipment; any such other appropriate duties that may be assigned.

QUALIFICATIONS: - Grade 12 (or equivalent) minimum education

Good technical and analytical skills

- **Good mechanical aptitude**
- Good attendance record
- Professional work habits
- Ability to work in a group environment
- Ability to take and follow written and verbal instructions
- Ability or willingness to learn to provide verbal and reports

written

STARTING RATE: Per Appendix "C".