

This Agreement made as of 15<sup>th</sup> Day of June, 2007

**B E T W E E N:**

**EL-MET-PARTS INC.**

(herein called the "Company")

- and -

**NATIONAL AEROSPACE, AUTOMOBILE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(C.A.W. Canada) LOCAL 504**

(herein called the "Union")

*[Faint handwritten text, possibly a signature or initials]*

Expires April 8<sup>th</sup> 2010

*12036(04)*

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## **ARTICLE 1. - RECOGNITION**

- 1.1. 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.
- 1.2. 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.
- 1.3. 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 hourly rated employee has refused to do the work which was regarded to be an emergency.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Union acknowledges that it is the exclusive function of the Company:
  - 2.1.1 to maintain order, discipline, and efficiency;
  - 2.1.2 to hire, retire, classify, direct, transfer, promote, demote, layoff, 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 just cause may be the subject of a grievance, and dealt with as hereinafter provided;
  - 2.1.3 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.

- 2.1.4 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.

### **ARTICLE 3 - RELATIONSHIP**

- 3.1 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 cooperate with the Union in suggestions that may be made with respect to the above.
- 3.2 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, family status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation as provided in the *Ontario Human Rights Code* nor by reason of union membership or activity.
- 3.3 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.
- 3.4 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.

### **ARTICLE 4 - CHECK-OFF**

- 4.1 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 15<sup>th</sup>

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.

- 4.2 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.
- 4.3 The Company will provide dues deduction totals for the year on employees' T4 slips.
- 4.4 The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, one-half (½) hour per year. This first such dues deduction will be made from the employee's first pay following completion of his/her probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one month's work in the calendar year. The Local Union will supply the Company with a list of those employees from whose pay the dues should be deducted. These deductions, along with the names of the employees, shall be remitted to the Financial Secretary of the Local Union.

## **ARTICLE 5 - STEWARDS AND COMMITTEES**

- 5.1 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 acknowledges that any three (3) 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 six (6) months of service with the Company in order to hold a position within the Union.

- 5.2 The Company agrees to deal with the Negotiating Committee with respect to any matters that may properly arise within the relationship between the parties.
- 5.3 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.
- 5.4 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.
- 5.5 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.

## **ARTICLE 6 - COMPLAINTS AND GRIEVANCES**

- 6.1 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 6.2.

6.2 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 (30) 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 (3) members of the Grievance Committee may be in attendance at such meeting, unless the grievance involves more than one (1) department of the plant, in which case the Stewards 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**

6.3 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.

**ARTICLE 7 - ARBITRATION**

7.1 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 of Labour for the Province of Ontario will be asked to appoint a sole arbitrator.

7.2 No person shall be selected as an arbitrator who has been directly involved in attempts to settle the grievance.

7.3 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.

7.4 The parties agree to utilize the following panel of arbitrators on a rotational basis for cases referred to arbitration:

Peter Barton  
Anne Barrett



Ross Kennedy  
Susan Tacon

If the arbitrator is not available within a reasonable amount of time, move to the next arbitrator.

- 7.5 As an alternative to the regular arbitration procedure the parties may agree, in writing to refer a grievance for final and binding arbitration to a Grievance Commissioner, selected from the following list in the order in which their names appear:

Randy Levinson  
Peter Barton

Should the parties agree to this alternative to the regular arbitration procedure, the procedure to be followed is set out in Appendix "D" attached hereto and forming part of this Collective Agreement.

## **ARTICLE 8 - DISCHARGE OR SUSPENSION OF EMPLOYEES**

- 8.1 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 (1) week after notice of suspension or discharge is given. Step No. 1 of the Grievance Procedure shall be omitted in such cases.

- 8.1.1 Where an employee is called to a meeting for purposes of receiving discipline to be imposed, the Company will arrange to have a Steward present at the meeting.

In cases of suspension or discharge, the Company will arrange to have a Committee person present at the meeting if a Committee person is present in the plant at the time when the discipline is to be imposed. If no Committee person is present during the shift on which the employee will receive the discipline, the Company agrees to wait until shift changeover so that the Committee person, if present, can attend the meeting. Such a

right shall not apply where the employee's conduct is such that it becomes necessary, in the opinion of the Employer acting reasonably, that the employee leave the Employer's premises immediately.

- 8.1.2 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.
- 8.2 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.
- 8.3 Copies of disciplinary notices will be issued to the Unit Chairperson and Committee person(s).
- 8.4 Notations of discipline on an employee file will not be referred to and/or used by the Company after a period of twenty-four (24) months dating from the day the discipline was issued to the employee.

## **ARTICLE 9 - NO STRIKES AND NO LOCKOUTS**

- 9.1 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.
- 9.2 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.

## ARTICLE 10 - SENIORITY

- 10.1 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 rehired 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.
- 10.2 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.
- 10.3 Seniority rights and an employee's employment shall be terminated if:
- 10.3.1 the employee quits voluntarily;
  - 10.3.2 the employee is discharged and such discharge *is* not reversed through the Grievance Procedure;
  - 10.3.3 the employee overstays a leave of absence without a reasonable excuse acceptable to the Company;
  - 10.3.4 the employee is laid off continuously for a period of more than thirty-six (36) months from the date of lay-off.
  - 10.3.5 the employee is absent without leave for three (3) consecutive working days without notifying the Company and without providing a reasonable excuse for the employee's absence.
- 10.4 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*.

- 10.5 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 absence on a time for time basis, up to a maximum of five (5) years after which time the employee's seniority shall be maintained without change.
- 10.6 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 two employees to serve the Union as Business Agent or in other full-time work with the Union.
- 10.7 The Company agrees to grant leave of absence to not more than two (2) 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.
- 10.8 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. Between groups 1, 2 and 3 promotions or transfers will be based solely on seniority.
- 10.9 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 his seniority shall be frozen as of the last day he works in the bargaining unit and if, during the one year period following that date, the employee is not transferred back to the bargaining unit the employee shall lose all seniority at the expiration of the one

year period. For those supervisors appointed following the date of ratification the periods referred to above shall be amended to six (6) months.

10.10 A layoff 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.

The Company will notify employees and the Union at least seven (7) days prior to the date of layoff.

When recalling employees who have been laid off, the recall will be made on the same basis as above.

### **JOB DISPLACEMENT**

(a) In the event an employee is displaced from his classification for a period in excess of two (2) continuous months due to lack of work, he may bump a less senior employee in groups 1, 2 and 3.

(b) In the event an employee is displaced from Wound Core department due to lack of work under paragraph a), he will be recalled to the department if a vacancy occurs within 36 months.

### **SHORT RECALLS**

For recalls of an anticipated duration of four (4) weeks or less the following procedure shall apply.

10.10.1 Such recall will be offered via telephone call to eligible employees. These calls will be made in the presence of the Union Steward or Committee person.

10.10.2 If the employee offered recall does not positively respond to the offer within 24 hours of the call or if he declines the offer to return as requested, the Company shall offer the recall opportunity to the next eligible employee on the layoff list.

10.10.3 The employee who fails to respond to the recall offer or who declines such offer shall not have his name removed from the seniority list.

## **INDEFINITE RECALLS**

For recalls of an anticipated duration of more than four (4) weeks the following procedure shall apply.

10.10.4 The Company will follow the telephone procedure set out in (a) above.

10.10.5 If the employee offered recall does not positively respond to the offer of recall or declines the offer of recall the Company shall:

10.10.5.1 Contact the next eligible employee on the recall list; and

10.10.5.2 Send a letter to the first employee via courier or registered mail formally recalling the employee. Such letter shall be deemed to have been received by the employee on the second day following the date of the letter. At that point the employee must return to work as recalled within seven (7) days of the date the letter is received, failing which his name will be removed from the seniority list unless he furnishes a reason acceptable to the Company for his failure to return.

10.10.5.3 In the event that the employee does return to work as indicated above, he shall displace the junior employee who is performing his job once the junior employee has been given the opportunity to work at least seven (7) shifts.

10.11 Stewards, as recognized under Article 5.1 and up to three (3) 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.

10.13 All occupational vacancies the Company believes 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 and one related 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 (6) months and which job is still in existence, shall have the right to apply for posted job vacancies and shall be considered according to Article 10.08. Where the Company believes the job will last for more than three (3) weeks, but less than two (2) 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 (3) 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.

## **ARTICLE 11 - INFORMATION**

11.1 Copies of all posted notices to employees affecting wages and working conditions issued by the Company shall, upon issuance, be furnished to the Union.

11.2 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.

11.3 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.

11.4 In the event of re-hiring after a layoff, the Union will be given a list of all employees being recalled.

11.5 It shall be the responsibility of the employee to keep the Company advised in writing as to his current address and phone number.

## **ARTICLE 12.- BULLETIN BOARDS**

12.1. The Company will provide a locked glass covered bulletin board in a mutually satisfactory location in the plant for the convenience of the Union in posting



notices and a second bulletin board for the posting of health and safety notices. All notices must be submitted to the Company for approval before posting.

### **ARTICLE 13.- HEALTH AND SAFETY**

- 13.1. The Company and the Union agree that they shall cooperate 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.
- 13.2. The Health and Safety Committee shall hold monthly meetings to be scheduled at times when least disruptive to the individuals and the operation.
- 13.3. The Health and Safety Committee shall be comprised of two (2) representatives of the Company and two (2) representatives selected by the Union. The Company further acknowledges the right of the Union to select two (2) additional health and safety representatives who, although not members of the Health and Safety Committee, shall attend the meetings. It is understood that one (1) 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 (2) additional health and safety representatives.

The parties agree that all four **(4)** of the Union health and safety representatives shall be required to obtain the designation of "certified worker" under the *Occupational Health & Safety Act*. Once certified, there shall be one certified worker per shift. Each certified worker shall be required to serve a minimum two year term following the date of his certification under the *Occupational Health & Safety Act*. The Company will reimburse employees for the cost of the first attempt to obtain certification.

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.

- 13.4. The Company shall provide all employees with such protective devices and other equipment deemed necessary by the Joint Health & 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.
- 13.5. 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.
- 13.6. 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 (3) days prior to the time fixed for a meeting of the Health and Safety Committee.
- 13.7. Union members of the Health and Safety Committee shall be entitled to a total of ten (10) 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.
- 13.8. 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.
- 13.9. 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 fifty-five dollars (\$55.00).
- 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 \$125.00 every two years.

13.11 The Supervisor or designate and a Health and Safety representative shall investigate any reported accidents or near misses.

#### **ARTICLE 14.- JOB CLASSIFICATIONS AND WAGE RATES**

14.1. 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.

#### **ARTICLE 15.- HOURS OF WORK**

15.1. 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.

15.2. The normally assigned hours of work shall be 36 and 48 on alternating weeks, consisting of three (3) shifts of 12 hours one week and four (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.

15.3. Employees will have one paid 20 minute lunch period and one 10 minute break paid by the Company each shift.

15.4. 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 scheduled shift on a Sunday and finishing seven full days later.

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

#### **ARTICLE 16.- OVERTIME**

- 16.1. Hours worked in a day by an employee in excess of twelve (12) hours shall be paid at the rate of time and one half (1½) of the employee's basic straight time hourly rate.
- 16.2 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 three (3) shifts, and in excess of 44 hours, but less than 60 hours in a week in which the employee is scheduled to work four (4) shifts, shall be paid at time and one-half (1½) the employee's straight time hourly rate 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 three (3) shifts and in excess of 60 hours in a week in which the employee is scheduled to work four (4) shifts.
- 16.3 For the purpose of Article 16.2, it is understood and agreed that Holidays as defined by Article 20 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, Weekly Indemnity does not constitute "hours worked" for the purpose of calculating when an employee becomes eligible for overtime premium pay.
- 16.4 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 \$1.90.
- 16.5 Overtime shall be distributed as equitably as practicable among those employees who normally perform the work involved.

#### **ARTICLE 17.- REPORTING TIME ALLOWANCE**

- 17.1. 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 plus any applicable shift premium 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:

- 17.1.1. When the employee is advised not to report for work, not later than the day before;
- 17.1.2. When an employee has been absent for more than three (3) days and does not notify the Company, not later than the day before the employee's intention to return to work;
- 17.1.3. When lack of work is due to breakdowns, power failure, or other circumstances beyond the Company's control.

#### **ARTICLE 18.- CALL-IN ALLOWANCE**

- 18.1. 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 (1½) hours at the employee's basic straight time hourly rate for hours actually worked at the applicable overtime rate.

#### **ARTICLE 19.- VACATIONS**

- 19.1. 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 (3) months as of June 30th of the current year, shall be entitled to one (1) 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.
- 19.2. 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 of the current year.
- 19.3. 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.

- 19.4. 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 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.
- 19.5. 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.
- 19.6. 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 twenty-nine (29) 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.
- 19.7. 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.
- 19.8. Employees shall be paid vacation pay immediately prior to the taking of their respective vacation.
- 19.9. Not more than once every three (3) years, an employee may apply to carryover up to one (1) full year of vacation entitlement to be taken in conjunction with his

vacation in a subsequent year. An employee who wishes to do so, shall apply in writing to the Plant Superintendent by June 30th of the year preceding the year in which he intends to take the accumulated vacation.

It is understood that approval of the employee's proposed absence will be on the basis that such absence must not negatively impact the Company's business and the Company reserves the right to limit the number of employees who may be off on extended vacation leave at any one time or in any one year.

Vacation pay for carried-over vacation shall be paid in the year for which it is earned, i.e. the Company will not hold back the employee's vacation pay until the accumulated vacation is taken.

## **ARTICLE 20 - HOLIDAYS**

20.1 The following holidays will be recognized:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving	One full day before Christmas
Christmas Day	Boxing Day
One full day before New Year's	Floater Holiday

20.1.1 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 layoff due to 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.

- 20.1.2 An employee who is regularly scheduled to work on a Holiday, but does not work on the Holiday, shall receive twelve (12) hours pay at straight time. An employee who has not been regularly scheduled to work on a Holiday will receive four (4) hours pay at time and one-half (1%) when no lieu time has been granted and four (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.
- 20.1.3 An employee who is eligible to receive *WSIB* benefits shall be paid the difference between 12 hours pay and compensation received from the Workers Safety and Insurance Board if the employee is regularly scheduled to work on the Holiday. For such employee who was not regularly scheduled to work on the Holiday 20.1.2 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.
- 20.2 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.
- 20.3 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 (1%) 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.
- 20.4 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 20.1. The Union recommends that the employees cooperate with the Company where possible by endeavouring to assist the Company in meeting production requirements.



20.5 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 20.1.2 provided the employee works the normal shift immediately preceding and the normal shift immediately following the vacation period.

20.6 The following conditions are applicable to the taking of the floater holiday by employees:

20.6.1 The employee shall give the Plant Superintendent two (2) weeks advance written notice of his choice of floater holiday; and

20.6.2 Company reserves the right to limit the number of employees away on any one day or week.

## **ARTICLE 21 - JURY DUTY**

21.1 Employees who have been employed by the Company for more than sixty (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 witness. Verification of attendance will be required.

21.2 An employee who is scheduled to work on the night shift and who, within five (5) hours of the conclusion of that shift, is required to report for jury or Crown witness duty shall be entitled (if he advises his supervisor in advance) to be absent from such night shift and to be paid the difference between the monies received from the Crown for his services as a witness or juror.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

22.1 Leave of absence totaling (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 (including

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

## **ARTICLE 23 - BENEFIT PLANS**

23.1 The Company will pay the full cost of all existing benefit plans at the April 9, 2007 premium levels (except as provided under Article 23.6). Any increase in premium cost shall be shared by the Company and the employees on a 50/50 basis.

In the event of a layoff 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.

23.2 Weekly Indemnity is in effect for all employees in the Company unit who have completed two (2) months of full time employment. It applies on the first day in the case of accident or hospitalization, and on the third 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.

Day Surgery conducted on an outpatient basis will qualify for first day payment upon presentation of proper proof.

The employee is responsible for the cost of submission of the initial medical proof of illness or injury. Any additional medical information requested by the Company or the carrier after the initial submission will be paid for by the Company; however, if the employee cannot meet the Return to Work date originally given or if no Return to Work date is specified on the original medical documentation, the cost of obtaining additional medical evidence will be paid for by the employee.

23.3 Life Insurance and Accidental Death and Dismemberment to the amount of \$28,000 for the employees in the bargaining unit who have completed two (2) months of full time employment. An employee may purchase optional life insurance for his/her spouse in units of \$10,000 through payroll deduction.

23.4 Extended Health Care for all employees who have completed two (2) months of full time employment.

The plan covers 100% of the following with zero (0) deductibility (to a lifetime maximum of \$41,000/individual).

23.4.1 Drugs (specialist drugs or any other drugs which require a medical prescription) with the exception of fertility drugs. Coverage for drugs used to treat erectile dysfunction shall be limited to \$300 per employee per year.

23.4.2 Ambulance charges;

23.4.3 Nursing care charges;

23.4.4 Physiotherapy charges;

23.4.5 Medical supplies, Aids and Appliances;

23.4.6 Podiatrist and Chiropractic charges to an annual maximum of \$200.00 once the OHIP limits for payments are exhausted; and

23.4.7 Massage Therapy, annual maximum \$300.00.

23.5 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.

23.6 The dental plan includes endodontic and periodontic riders with an annual maximum coverage of \$1,000.00 per family member. The premium is to be shared equally by the Company and the employee. Dental plan includes an orthodontic rider for a dependent child age 21 or less, 50% of orthodontic fee, lifetime maximum \$1,000.00.

23.7 Family Vision Care up to \$115.00 per family member towards prescription glasses, contact lenses or laser eye surgery on submission of prescription and receipt, once very two years.

- 23.8 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.
- 23.9 Regarding LTD, the company will canvas competitive bids for coverage.

#### **ARTICLE 24 - PENSION PLAN**

- 24.1 All employees are enrolled in the pension plan after completion of one year of employment. The Company will contribute, on a monthly basis, 2% of the employee's earnings as paid. Employees can contribute 1% or 2% of earnings through payroll deduction which will be matched by the Company. Employees must notify the company, in writing, by December of the previous year as to the percentage contribution they wish to make. Employees can make additional contributions up to the Revenue Canada maximum which are not matched by the Company. The Company will provide pension benefit booklets to employees.

#### **ARTICLE 25 - INJURED EMPLOYEES**

- 25.1 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' Safety and Insurance benefits. The payment to the employee must, however, have the approval of management.

#### **ARTICLE 26 - SHIFT PREMIUM**

- 26.1 A separate shift premium of \$0.57 per hour shall be paid for each hour worked by an employee on the second shift of the day.

## **ARTICLE 27 - JOBS RELATED TO NEW OPERATIONS**

27.1 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.

The Company shall post any jobs resulting from the creation of a new operation once it is satisfied that the commissioning period for such operation has concluded.

## **ARTICLE 28 - PAID EDUCATION LEAVE**

28.1 The Company agrees to pay into a special fund three cents (\$0.03) per hour per employee for all compensated hours, up to one hundred and sixty (160) hours in a four **(4)** 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 ON N0H 2C0

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.

#### **ARTICLE 29 – EMPLOYMENT STANDARDS ACT**

29.1 In the event of a conflict between the Ontario Employment Standards Act and the Collective Agreement the provision that provides the greatest benefit to the employee shall prevail.

#### **ARTICLE 30 – SEVERANCE PAY**

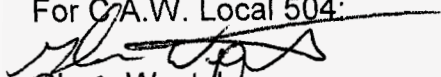
30.1 In the event of a permanent plant closure or permanent department closure (Laminations, Cores, Slitting), displaced employees with more than 5 years of service shall receive severance pay on the basis of 1 ¼ weeks pay for each year of service up to 15 years and 1 ½ weeks pay for each year of service beyond 15 years.

#### **ARTICLE 31 - TERMINATION OF AGREEMENT**


31.1 This agreement shall remain in effect from the 9<sup>th</sup> day of April, 2007 to the 8<sup>th</sup> day of April, 2010 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.

31.2 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 meeting 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.

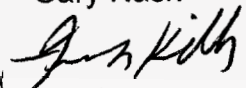
For C.A.W. Local 504:



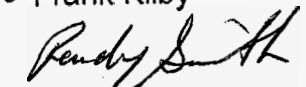
Glenn Westoby



Gary Nash

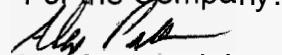


Frank Kilby

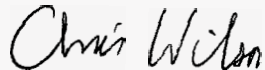


Randy Smith

For the Company:

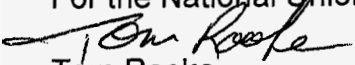


Alex Papakyriakou



Chris Wilson

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



Tom Rooke

**SCHEDULE "A"**

**JOB CLASSIFICATION AND MINIMUM WAGE RATES**

		April 9, 2007	April 9, 2008	April 9, 2009
<b>STARTING RATE</b>		15.00	15.00	15.00
<b>CLASSIFIED JOBS</b>				
Group 1	General Labour	21.73	21.73	21.93
Group 2	Supply, Shipper, Press, Operator "B"	21.83	21.83	22.03
	Wrapper/Shipper	21.83	21.83	22.03
Group 3	Press Operator "A"	21.93	21.93	22.13
	Annealer-Packer	21.93	21.93	22.13
	Machine Operator - Wound Core	21.93	21.93	22.13
	Material Handler - Slitter	21.93	21.93	22.13
Group 4	Utility (die setting/general)	22.05	22.05	22.25
Group 5	Facilitator	18.95 – 22.05	18.95 – 22.05	19.15 – 22.25
Group 6	Die Service "B"	22.18	22.18	22.38
Group 7	Die Setter	22.40	22.40	22.60
	Die Service "A"	22.40	22.40	22.60
Group 8	Slitter	22.05 – 23.38	22.05 – 23.38	22.25 – 23.58
Group 9	Maintenance Mechanic	24.14 – 25.05	24.14 – 25.05	24.34 – 25.25
Group 10	Lamination Die Maker	25.28 – 26.15	25.28 – 26.15	25.48 – 26.35



## APPRENTICE WAGE RATE SCHEDULE

### JOB CLASSIFICATION AND MINIMUM WAGE RATES

			April 9, 2007	April 9, 2008	April 9, 2009
<b>Group 12 - Tool Room Apprentice</b>					
Starting Rate		65%	16.43	16.43	16.56
After	1000 hours	70%	17.70	17.70	17.84
	2000 hours	75%	18.96	18.96	19.11
	3000 hours	80%	20.22	20.22	20.38
	4000 hours	85%	21.49	21.49	21.66
	5000 hours	90%	22.75	22.75	22.93
	6000 hours	95%	24.02	24.02	24.21
	7000 hours	95%	24.02	24.02	24.21
	8000 hours	100%	25.28	25.28	25.48
<b>Maintenance Apprentice</b>					
Starting Rate		65%	15.69	15.69	15.82
After	1000 hours	70%	16.90	16.90	17.04
	2000 hours	75%	18.11	18.11	18.26
	3000 hours	80%	19.31	19.31	19.47
	4000 hours	85%	20.52	20.52	20.69
	5000 hours	90%	21.73	21.73	21.91
	6000 hours	95%	22.93	22.93	23.12
	7000 hours	95%	22.93	22.93	23.12
	8000 hours	100%	24.14	24.14	24.34

## NOTES

31. **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.
32. 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.
33. 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 ten (10) months of employment after which the employee will receive a rate of \$15.00 plus 50% of the difference between the starting rate (\$15.00) and the classified job. This rate will be in effect for six (6) 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 six (6) equal semi-annual increases to top rate. Employees in classification Groups 9 and 10 to receive two (2) equal progression increases after six (6) and twelve (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, 2008 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, (1992 = 100). Cost of Living allowances will be calculated in April, July, and October, 2008 and January, 2009, on the Index published for the preceding month against a base of December 2007 and input will be made commencing the first pay period following the publication of the Index. Effective April 9, 2009, the cost of living allowances will be calculated quarterly in April, July and October, 2009 and January, 2010 on the Index published for the preceding months against a base of December, 2008, 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 one cent (\$0.01) per hour for each 0.082 increase in CPI.

## **Appendix “D”**

### **Grievance Commissioner**

The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed to the regular arbitration procedures provided for herein.

Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:

The decision of the Grievance Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of the Collective Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of the Collective Agreement.

The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union, and shall represent full and final settlement of all matters relating to the grievance in question.

The Union and the Company shall each be responsible for one half of any fees or expenses charged by the Grievance Commissioner.

The parties shall meet at least thirty (30) calendar days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine which facts can be agreed upon. All such facts will be put together in a joint Agreed Statement of Fact by the parties. In addition, a Joint Statement of Evidence will be prepared by the Parties which will outline all facts and assertions that cannot be agreed upon and that each party considers relevant and intends to call into evidence in respect of at the hearing of the Case. Both the Statement of Fact and the Statement of Evidence will be signed by

both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) calendar days before the commencement of the grievance hearing.

If either party fails to meet the requirement of Section (iv), the matter shall be referred to the regular arbitration procedure.

The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make further representations or bring forward evidence, but the Grievance Commissioner shall be obligated to conform to the rules of evidence.

The Grievance Commissioner shall be required to render his/her decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.

It is understood and agreed that grievances may not be referred to a Grievance Commissioner without the mutual agreement, in writing, of the Company and the Union. In the absence of such mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in the Collective Agreement.

It is understood and agreed that any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in the Collective Agreement, either before a decision has been rendered by the Grievance commissioner or at any time thereafter.

## SKILLED TRADES SUPPLEMENTARY AGREEMENT

April 9, 2007

**Section 1** The Skilled Trades Department shall mean the Tool and Die Department and the Maintenance Department and consists of Maintenance Mechanics and Lamination Die Makers.

**Section 2** The term "Journeyman/woman" shall mean any person:

- (a) Who presently holds a journeyman/woman classification in a skilled trades position listed above; or
- (b) Who has served a bona fide apprenticeship of four (4) years - 8000 hours or five (5) years - 9000 hours and holds a certificate which substantiates his/her claim of such service; or
- (c) Who has eight (8) years of verifiable practical experience in the skilled trade or classification in which s/he claims journeyman designation and can satisfactorily prove same. A CAW Journeyman/woman Card will be accepted as proof.

**Section 3** Any future new Company employees in the skilled trades classifications listed above shall be limited to journeymen/women and apprentices.

**Section 4** No bargaining unit employee with the necessary skills and ability shall be laid off while work which is normally performed by the bargaining unit Skilled Trades employees is being performed by contractors provided that the Company has the necessary facilities and equipment and the work can be performed by such employees in a competitive manner in terms of cost, quality and within projected time limits.

**Section 5** All sections of the bargaining agreement presently in effect which are not inconsistent with this Supplement shall apply to skilled workers.

**Section 6** Skilled Trade employees will receive a tool allowance of \$100.00 per year.

**LETTER OF UNDERSTANDING re JOB POSTINGS**

April 9, 2007

Mr. Randy Smith  
President  
National Aerospace, Automobile, Transportation and  
General Workers of Canada (C.A.W. Canada),  
Local 504  
307 Queenston Road  
HAMILTON ON L8K 1H3

Dear Mr. Randy Smith:

**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 EI-Met-Parts for a collective agreement expiring April 8<sup>th</sup>, 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:

For the Company

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Original Date of Issue: April 9, 1998

## LETTER OF INTENT

This will confirm that Article 13.4 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



**LETTER OF INTENT re GROUP LEADERS**

April 9, 2007

Mr. Randy Smith  
President  
National Aerospace, Automobile, Transportation and  
General Workers Union of Canada (C.A.W. Canada),  
Local 504  
307 Queenston Road  
HAMILTON ON L8K 1H3

Dear Mr. Randy Smith:

**Re: Letter of Intent 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:**

\_\_\_\_\_

\_\_\_\_\_

Original Date of Issue: April 8, 1989

**LETTER OF UNDERSTANDING re JOB DESCRIPTIONS**

April 9, 2007

Mr. Randy Smith  
President  
National Aerospace, Automobile, Transportation and  
General Workers Union of Canada (C.A.W. Canada),  
Local 504  
307 Queenston Road  
HAMILTON ON L8K 1H3

Dear Mr. Randy Smith:

**Re: Letter of Understanding re Job Descriptions**

This will confirm that the Company and the Union have developed job descriptions.

These descriptions 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:**

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**For the Company:**

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**LETTER OF UNDERSTANDING re NEW TECHNOLOGY**

April 9, 2007

Mr. Randy Smith  
President  
National Aerospace, Automobile, Transportation and  
General Workers Union of Canada (C.A.W. Canada),  
Local 504  
307 Queenston Road  
HAMILTON ON L8K 1H3

Dear Mr. Randy Smith:

**Re: Letter of Understanding 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.

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For C.A.W. Canada

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For its Local 504

## LETTER OF UNDERSTANDING re 12 HOUR SHIFTS

April 9, 2007

Mr. Randy Smith  
President  
National Aerospace, Automobile, Transportation and  
General Workers Union of Canada (C.A.W. Canada),  
Local 504  
307 Queenston Road  
HAMILTON ON L8K 1H3

Dear Mr. Randy Smith:

**Re: Letter of Understanding re 12 Hour Shifts**

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  
President

The foregoing is hereby confirmed on behalf of the C.A.W.-TCA Canada - and its Local 504.

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For C.A.W.-TCA Canada

For its Local 504

## LETTER OF UNDERSTANDING re MAJOR PRODUCTIVITY IMPROVEMENTS

April 9, 2007

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.
3. 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 \_\_\_\_\_, 2001.

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**EI-Met-Parts Inc.**

**C.A.W., Local 504**

**LETTER OF UNDERSTANDING re PLANT CHAIRMAN**

April 9, 2007

Mr. Westoby  
Plant Chairman

Dear Mr. Westoby:

**Re: Plant Chairman**

This will confirm that the Plant Chairman will be scheduled to work five (5) eight and one-half (8 ½) hour shifts per week on a day shift. He will be assigned to perform a job for which he is qualified. The Company may train the Plant Chair to qualify for a job if it so wishes.

The company will provide the plant chairman with an in plant office.

Please sign below to indicate your agreement.

\_\_\_\_\_  
G. Westoby

\_\_\_\_\_  
A. Papakyriakou

**LETTER OF UNDERSTANDING re GROUP LEADER**

April 5, 2007

Mr. G. Westoby  
Plant Chairman

Dear Mr. Westoby:

**Re: Group Leaders**

During negotiations the following agreement was reached concerning vacancies in Group Leader positions.

When the Company intends to fill a Group Leader position, it shall first post a notice to this effect in the plant so that employees who wish to be considered for such positions may indicate their interest in writing to the Plant Superintendent within four **(4)** days of the posting.

It is understood that the filling of these positions shall be at the Company's discretion and will not be subject to the provisions of Article 10.13.

Please sign below to indicate your agreement.

\_\_\_\_\_  
G. Westoby

\_\_\_\_\_  
A. Papakyriakou

## LETTER OF UNDERSTANDING re STUDENTS

May 15, 2007

Mr. G. Westoby  
Plant Chairman

Dear Mr. Westoby:

**Re: Students**

During negotiations the parties discussed the subject matter of students and reached the following understandings.

1. That students will not have union dues deducted on the understanding that students will not be employed during periods of lay-off.
2. That students are not included in the bargaining unit.
3. Students will not be assigned to do edge taper testing on standard incoming inspections.
4. After March 31, 2002 students will not be assigned to do Wound Core testing other than for research or instructional purposes.

Please sign below to indicate your agreement.

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G. Westoby

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A. Papakyriakou



## LETTER OF UNDERSTANDING re Production During Shutdown

### Production (non-maintenance work) During Shutdown

In the week the Company requires production (non-maintenance work) during a plant shutdown, employees shall be offered the opportunity in accordance with the following principles:

1. The work shall be offered by seniority to employees within the classification who normally perform the work.
2. The opportunity shall be limited to the number of days the employee would have otherwise worked in the week if regularly scheduled.
3. The employees must agree to work the number of days he would otherwise be scheduled in the week as follows:
  - (i) If production is scheduled for a full seven days, the employee must agree to work on the days he would normally be scheduled.
  - (ii) If production is scheduled for less than the full seven days, the first days of the shutdown, subject to paragraph 4 (i.e: if 3 days, works Sunday, Monday, Tuesday)
4. If there is less than 12 hours between the end of the employee's regular shift and the production (non-maintenance work), the senior employee must agree to work the required number of days commencing on the Monday.
5. Thereafter, the remaining days of shutdown shall be offered by seniority, by classification, to the employees who normally perform the work.

Signed at Burlington this \_\_\_\_\_ day of May 2007.

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EL-MET-PARTS Inc.

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C.A.W., Local 504

## LETTER OF UNDERSTANDING re Vacation Entitlement

The parties, during negotiations, clarified the application of Article 19.1 to 19.6 as follows:

All employees will be allowed to take each week vacation entitlement in either 3 day weeks or 4 day weeks. If employees choose to take any part of their vacation in day intervals, the following is the maximum entitlement.

2 weeks = 7 days maximum  
3 weeks = 11 days maximum  
4 weeks = 14 days maximum  
5 weeks = 18 days maximum  
6 weeks = 21 days maximum

Dated at Burlington this \_\_\_\_\_ day of May, 2007.

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EL-MET-PARTS Inc.

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C.A.W., Local 504

**LETTER OF UNDERSTANDING re National Day of Mourning**

June 15, 2007

Mr. G. Westoby  
Plant Chairman

Dear Mr. Westoby:

**Re: National Day of Mourning**

At 11:00am each year on April 28<sup>th</sup>, the company will observe one (1) minute of silence for the National Day of Mourning, in remembrance of workers killed and injured on the job in Canada.

Please sign below to indicate your agreement.

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G. Westoby

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A. Papakyriakou

**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"

DATED AT DUNDAS, ONTARIO, THIS 31st DAY OF October, 1998.

FOR: EL-MET-PARTS Inc.

FOR: CAW Canada Local 504

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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 and 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”

## 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>
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/she will do so on his/her 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 an 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.

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