

Collective Agreement

between

CFM Corp.

and

United Steelworkers of America
Local 9500

Begins:
01/08/2003

Terminates:
01/08/2006

13010 (02)

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference, which may arise between the parties, and to set forth the conditions of employment to be observed by the Company and the Union.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees in the City of Mississauga, save and except supervisors, persons above the rank of supervisor, office, clerical, sales and engineering staff.
- 2.02 Unless otherwise specified, the word "employee" or "employees" whenever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.
- 2.03 Non-bargaining unit employees, save and except supervisors, shall not perform work on any jobs which are included in the bargaining unit except in cases of instruction, the building of prototypes or in emergency situations. The parties recognize that supervisors have historically performed bargaining unit work. However, the Company agrees that the scope of such work shall not be expanded and in no circumstances shall the performance of bargaining unit work by a supervisor directly result in loss of employment or overtime opportunity for any bargaining unit employee, or results in preventing the posting of a job vacancy.
- 2.04 Prior to contracting out such work, the company will discuss with the Union decisions to contract out work normally done by members of the bargaining unit, which directly results in a lay-off.

ARTICLE 3 - RELATIONSHIP

- 3.01 (a) The Company and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, sex, creed, religion, colour, age or national origin as defined under the Ontario Human Rights Code.
- (b) The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.

- (c) The Union agrees that, except as provided for in this Agreement, **there** will be no Union activity on the premises of the Company, during the employee's working hours, except by agreement with the Company.
- (d) The Company agrees that the Local Union President shall be afforded the opportunity to participate in the employee orientation presentations scheduled by the Company. For greater certainty, **probationary** employees shall be provided with an orientation no later than ten (10) working days after they have commenced employment.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The management of the Company and its operations and the direction of the employees are fixed exclusively in the Company and without limiting the generality of the foregoing, the **Union** acknowledges that it is the **exclusive function** of the Company **to:**

- (a) maintain order, discipline, **profitability**, efficiency, productivity, product quality and **customer** service, in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees and to discipline or discharge employees for just cause, subject to the right of the Union or employee to lodge a grievance as here in provided.
- (b) select, hire, train, transfer, promote, demote, classify, layoff and recall employees, select employees for positions excluded from the bargaining unit and to retire employees at age 65; and,
- (c) determine the location of operations, the **sub-contracting** of work, the schedules of operations, the number of shifts; determine the methods of **production**; **determine** job content, **quality** and reasonable quantity requirements, the qualifications of an employee to perform any particular job and a reasonable method to assess that performance; determine the equipment to be used and to use new or improved methods and equipment, to introduce, change or discontinue products, services, job duties or processes; determine employee work schedules, the number of employees needed at any **time**, the number of hours to be worked, starting and quitting times and when overtime shall be worked, and require employees to work overtime.

- 4.02** The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations on the Company's rights.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01** The Company agrees that it will not cause or direct any lockouts of employees and the Union agrees that it will not cause or direct any strikes as defined in the Labour Relations Act.

ARTICLE 6 - UNION SECURITY

- 6.01** The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a biweekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 6.02** All dues, initiation fees and assessments shall be remitted to the Union no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- 6.03** The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- (a) A list of names of all employees from whom dues were deducted and the amount of dues deducted;
 - (b) A list of names of all employees from whom no deductions have been made and reasons;
 - (c) This information shall be sent to both Union addresses identified in article 6.02 in such form as shall be directed by the Union to the Company.
- 6.04** The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the company in compliance with this Article.
- 6.05** The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise ~~select~~ Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Company agrees to recognize ~~one (1)~~ Union Steward for every fifty (50) employees in each of (i) ~~350 & 460~~ Admiral Blvd; and (ii) ~~475 & 410~~ Admiral Blvd and to designate a telephone for the exclusive purpose of communicating about Union business for the Local Union President. The Company shall make reasonable ~~efforts~~ to make a meeting room available to the Local Union President upon request made to the Human Resources Department.
- The Company further agrees that there will be no less than one (1) steward per shift, in each of (i) ~~350 & 460~~ Admiral Blvd; and (ii) ~~475 & 410~~ Admiral Blvd.
- In the event that any further facilities fall within the scope of this collective agreement, the Company will recognize one Union Steward for every fifty (50) employees in each facility with a minimum of one (1) steward per shift at such facility.
- 7.03 The Company shall be notified by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto.
- 7.04 The Company agrees to recognize and ~~deal~~ with a Union Grievance Committee of not more than four (4) employees plus the Local Union President and the Local Union Grievance Chairperson (~~two (2)~~ representing the employees at ~~350~~ and ~~460~~ Admiral locations and ~~two (2)~~ representing the employees at ~~475~~ and ~~410~~ Admiral locations). These four (4) employees plus the Local Union President and the Local Union Grievance Chairperson shall constitute the Grievance ~~Committee~~.
- Should further facilities fall within the scope of this collective agreement with less than fifty (50) employees, one of the above mentioned grievance ~~committees~~ (as designated by the Union) will be recognized as representative at each of the facilities.
- 7.05 When the initial investigation of a grievance requires the Union Steward or Grievance ~~Committee~~ member to leave his workstation and/or department, he shall first receive permission from his supervisor (such permission shall not be unreasonably withheld). It is understood that these investigations will be a maximum of one per incident and shall be handled in the minimum amount of time. The Union Steward or Grievance

Committee person shall not suffer loss of pay for time spent on these investigations.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Company agrees to recognize and deal with a Negotiation Committee of not more than four (4) employees (two (2) representing the employees at 350 and 460 Admiral locations and two (2) representing the employees at 475 and 410 Admiral locations) plus the Local Union President who shall be regular employees of the Company, along with representatives of the International Union.

In the event that further facilities fall within the scope of this collective agreement with fifty (50) or more employees, a regular employee from each of the facilities shall be selected by the Union to be included on the negotiating committee.

The Company shall pay for time lost for regular hours at the regular straight time rate for employee members of the Negotiation Committee for time spent with the Company in negotiations up to the point of the request for the appointment of a conciliator.

- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8.03 The Parties recognize that any material modifications to this Collective Agreement, agreed to by the Company and the Union, save and except the resolution of grievances, shall be subject to the ratification of the senior designated officer of the Corporation prior to being brought before the members of the bargaining unit for ratification.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 9.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union, has first given his immediate supervisor, or his immediate supervisor's designee, an opportunity to adjust the complaint.

- 9.03 If, after registering the complaint with the supervisor, or his immediate supervisor's designee, and such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

Step One

The employee may present his grievance, which shall be reduced to writing on a form supplied by the Union, either directly or through the Union to his Area Manager. The grievance shall be signed by the employee and shall identify the nature of the grievance, the specific provisions of the Agreement which are alleged to have been violated and the remedy sought. Should no settlement satisfactory to the employee be reached within three (3) working days, the grievance must be referred to Step Two by the Union within three (3) days. Subject to Article 9.05, the Parties agree that no grievance will be awarded or forfeited as a result of time limits within the steps of the grievance procedure, but rather if no answer is received in a timely manner the party awaiting the reply may request that the matter be advanced to the next stage of the grievance procedure up to and including arbitration.

Step Two

The Union, if it considers it a valid grievance, may submit the grievance to the Company Human Resources Manager for consideration at the monthly grievance settlement meeting. If a satisfactory settlement is not reached by the next monthly grievance settlement meeting, the grievance may be submitted to arbitration at any time within thirty (30) days thereafter, but not later.

- 9.04 The Company shall schedule a monthly grievance meeting in each of the 350/460 Admiral and the 475/410 Admiral locations to be attended by Company representatives, the respective Union Grievance Committee, particular Union Steward if requested by either party and Staff Representative for the purpose of dealing with outstanding grievances. If required the Parties, upon mutual agreement may hold more than one monthly meeting.
- 9.05 The Company shall not be required to consider any grievance which is not presented within five (5) working days after the grievor or the Union first became aware of the circumstances of the alleged violation of the Agreement.
- 9.06 At any stage of the Grievance Procedure including Arbitration, the conferring Parties may have the assistance of the employee(s) concerned and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties, or the

Arbitrator to have access to the plant to view disputed operations and to confer with the necessary witnesses.

- 9.07 The Union or the Company shall have the right to initiate a Policy or a Grievance of a general nature, beginning at Step Two of the Grievance Procedure. and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.
- 9.08 If more than one employee has the same grievance or complaint, then the grievance may be initiated as a group grievance. All employees covered by the grievance sign the grievance as set out in 9.03 above unless unavailable to do so, in which case they will sign the grievance upon their return to work.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

- 10.01 A claim by an employee, that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance Procedure within ten (10) working days after the employee receives notice that he has ceased to work for the Company or returns to work after a suspension as the case may be.
- Such special grievance may be settled by:
- (a) confirming the management's action to discharge or suspend the employee, or
 - (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
 - (c) any other arrangement, except loss of seniority, which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.
- 10.02 An employee who has been dismissed without notice, shall have the right to interview his Union Steward, for a reasonable period of time, before leaving the Company premises.
- 10.03 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given, in the presence of a Union Steward and in writing, with a copy given to the Union and all such notices shall be withdrawn from an employee's file after a period of fifteen (15) months from the date of issue.

ARTICLE 11 - ARBITRATION

- 11.01 When either Party to this Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other Party to this Agreement.
- 11.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator selected on a rotating basis from the following list:
- Mr. E. Palmer
Ms. Louisa Davie
Mr. Michael Picher
Ms. Jane Devlin
Ms. Paula Knopf
Mr. Jules Bloch
- 11.03 Should any of the Arbitrators constituting the above mentioned panel of Arbitrators withdraw or resign from the panel, then the Parties shall mutually agree to a replacement.
- 11.04 The Arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to Arbitration.
- 11.05 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 1.06 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 1.07 The decision of the Arbitrator shall be final and binding on the Parties.
- 1.08 The parties agree that the steps, time limits and conditions specified in the grievance and arbitration provisions of this Agreement shall be binding upon the parties unless an extension of such time limits has been mutually agreed to in writing subject to the Arbitrator's discretion under the provisions of the Labour Relations Act.

ARTICLE 12 - SENIORITY

- 12.01 (a) Seniority shall be on a plant-wide basis and shall mean total length of continuous service in the bargaining unit as defined in Articles 2

and **3** subject to the circumstances in **12.10** and **12.12** where Companywide seniority will have an effect.

- (b) The parties agree that employees that are shifted to different plants by virtue of job postings, temporary transfers or the layoff process, shall be entitled to maintain their accrued Company seniority and that such Company seniority shall become the employees Plant Seniority for the purposes of future layoffs, recalls, temporary transfers and job postings.

12.02 Temporary Employees

- (a) A temporary employee is one who has been hired for a specific period of time, not to exceed three (3) months in any calendar year. No temporary employees will be hired if there are any permanent employees on layoff. It is understood that persons employed under this Article and performing bargaining unit work will pay Union dues.
- (b) Temporary employees who have been transferred to the category of probationary employee shall not have any seniority, and shall be considered as a probationary employee until he shall have obtained seniority status by having worked thirty (30) days. Until a probationary employee attains seniority status, his name shall not appear on any seniority list. Upon completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire.
- (c) Should a temporary employee be transferred to the category of Probationary employee he shall be entitled, subject to Article **12.03**, to then acquire seniority.

12.03 Probationary Period

An employee shall not have any seniority, and shall be considered as a probationary employee until he shall have attained seniority status by having worked sixty (60) days. Until a probationary employee attains seniority status, his name shall not appear on any seniority list. Upon completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire.

- 12.04** During the probationary period an employee shall be considered as being employed on a trial basis and may be dismissed at the sole discretion of the Company, provided the Company does not act in an arbitrary or discriminatory manner. Any termination occurring during the probationary period shall be deemed to be just cause for termination or release without

notice and shall not be the subject of a grievance and/or arbitration, unless the Company acted in an arbitrary or discriminatory manner.

- 12.05 Committeemen and Union Stewards will be issued an up-to-date seniority list every three (3) months. A copy posted on the plant bulletin boards for employee's inspection and a copy mailed to the Peel-Halton Area Office of the Union. The Peel-Halton Area Office copy shall contain the employee's job classification, current rate of pay and the employee's latest address and phone number on file with the Company.
- 12.06 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of six (6) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the six (6) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than as a new employee.
- 12.07 It shall be the responsibility of each employee to notify the Company within seven (7) days in writing of any change of address or telephone number.
- 12.08 An employee's seniority and employment shall be deemed to have terminated if the employee:
- (a) resigns from employment with the Company;
 - (b) retires or is retired by the Company at age 65;
 - (c) is discharged for just cause;
 - (d) fails to report for work at the time and date specified after being recalled. Recalls will be conducted as follows:
 - (i) Company will first attempt to reach the employee by telephone call. The start date will be in seven (7) days unless a different start date is mutually agreed upon.
 - (ii) If the Company is unsuccessful in reaching the employee then a registered letter will be sent to the address on record with a start date in seven (7) days from the letter's posted date.

- (e) fails to **return** to work on the date agreed upon **after** the completion of a leave of absence or uses an approved leave of absence for purposes other than that given as the reason for the leave; or
- (f) if an employee is absent without permission for two **(2)** consecutive working days, without notifying the Company, unless it is impossible to do so in the circumstances.
- (g) if the employee has been on lay-off for lack of work for a period of more than **twenty-four (24)** consecutive months..

12.09 Notice of Lay-off

- (a) Whenever it becomes necessary to reduce the workforce, for a period expected to exceed five (5) days, the employee(s) affected shall be given three (3) days notice in advance of the date of lay-off or pay in lieu thereof.
- (b) The Local Union President shall be notified in advance of the names of any employees slated for lay-off and the expected duration of same.

12.10 Layoff

- (a) In the event of a layoff, which is expected to exceed five (5) working days, company wide seniority shall apply and temporary and then probationary employees shall be first laid off. Thereafter, the most junior employee in the classification affected shall be laid off. In the event of recall, an employee who has been laid off shall be entitled to be recalled to his classification in order of seniority.
- (b) In the event of a layoff, which is expected to exceed five (5) working days, an employee shall have the right to bump the junior bargaining unit employee in an equal or lower rated classification who has less seniority provided the senior bargaining unit employee has the skill, ability and knowledge to perform the required work. An employee who wishes to exercise this bumping right shall advise his supervisor within one (1) working day of his desire to do so and the classification he is seeking.
- (c) In the event of layoffs expected to be five (5) working days or less, plant wide seniority shall apply and temporary and then probationary employees shall be first laid off in the affected plant. Thereafter, the most junior permanent employees in the department and classification in the affected plant shall be next laid off. It is understood that layoffs shall be for legitimate business reasons.

12.11 A Temporary Transfers

- (a) The Company shall have the right to transfer employees to different job functions. In the event of such a transfer to a higher classification the employee shall be paid at the higher rate of pay retroactively after two (2) consecutive hours worked in the transferred position. Employees transferred to lower rated classifications shall maintain their rate of pay. Should the temporary transfer be to a different shift, then the least senior employee in the classification shall be transferred.
- (b) Time worked by an employee in a temporary vacancy shall not be used against other employees should a permanent vacancy occur in such job.
- (c) Temporary transfers to a different classification shall not exceed thirty (30) working days. Thereafter the job shall be posted in accordance with Article 12.12. Unless the transfer is a result of an employee absence because of illness, accident, vacation, leave of absence, pregnancy or parental leave.

12.11 B Seniority shall accrue for the first twenty-four (24) months of

- 1) absence due to layoff, sickness or accident; and
- 2) authorized leave of absence.

12.12 Permanent Job Vacancies

- (a) Announcements of opportunities for all permanent job vacancies in new or existing jobs, within the bargaining unit, will be posted on the bulletin boards for a period of three (3) full working days prior to the filling of the job vacancy. The posting shall contain the classification, wage rate, shift and the department the vacancy is for. Employees desiring consideration in the filling of the job vacancy shall signify their desire by completing the internal job application during the period in which it is posted and returning it to H.R.. All jobs shall be awarded within five (5) working days from the date of removal of the job vacancy announcement. The Local Union President will be able to copy these applications for his records.

For all permanent job vacancies above assembly operator, employees will be entitled to apply across the Company provided it is to a higher rated classification. For all permanent job vacancies

in assembly operator and below, employees will be ~~restricted~~ to permanent job vacancies in their own plant.

- (b) The permanent job vacancy shall be filled in accordance with the provisions of Article **12.15**.
- (c) An employee promoted or transferred to a new position within the bargaining unit, shall ~~serve~~ a trial period for up to ten **(10)** days worked in the new ~~position~~. An employee who fails to qualify during this period or who ~~feels~~ dissatisfied with the job, shall be ~~returned~~ to their former ~~position~~ at their former hourly rate, and the vacancy ~~will~~ be filled from the remaining employees who applied to the original posting as outlined in Article **12.15**. If there are no other qualified applicants the Company may fill the position without further posting.
- (c) The name of the successful applicant shall be posted on the bulletin boards.

12.13 A vacancy shall not be considered permanent if the vacancy is not expected to exceed thirty **(30)** working days during the job posting procedure or if the vacancy is caused by illness, accident, vacation, leave of absence, pregnancy or parental leave.

12.14 The Company may elect to fill a permanent vacancy for a temporary period not to exceed thirty (30) working days during the job posting procedure without compliance with the posting and selection process contained in this Article.

12.15 (a) When filling any ~~postings~~ where the permanent vacancy exists above ~~assembly/operator~~ under this article the following factors will be used;

1. Seniority
2. ~~Skills~~ and the ability to do the job
3. ~~Knowledge~~ that would reasonably assist the employee in performing the job.

Where the factors listed in ~~#2~~, and ~~#3~~ above are fairly equal then factor ~~#1~~ shall govern. If none of the employees who apply for the posting are ~~qualified~~ to perform the job, the Company may elect to hire a new employee to ~~fill~~ the position.

- (b) When filling any posting for ~~assembly/operator~~ classification or below senior employees in the plant where the permanent vacancy exists shall be entitled to preference.

12.16 Any employee who has successfully completed the trial period in the new position shall not be entitled to apply for another posted position for twelve (12) months from the completion of the trial period, except with the written permission of the Company.

12.17 Preferential Seniority

- (a) The Local Union President, Vice-president, Recording Secretary, Financial Secretary, Treasurer and Grievance Committee Chairperson shall have top Company-wide seniority in case of lay-off, provided they are democratically elected.
- (b) Union Stewards shall hold top plant-wide seniority in the departments they preside over in case of lay-off provided there is work they are able and willing to perform.
- (c) Local Union Officers and Stewards who are retained in employment due to the provisions of (a) and (b) above shall only be entitled to job preference based on their natural seniority rating.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The Company may, in its sole discretion, grant unpaid leaves of absence. The employee's request must be made in writing and indicate the reason for and the length of the leave requested. All requests must be submitted to the responsible Manager as far in advance as possible.

Requests for Emergency Leave days as defined in the Employment Standards Act shall be granted, up to a maximum of ten (10) days per calendar year, and are subject to the provisions of the *Employment Standards Act*. A request for an Emergency Leave day may be made to the responsible Manager orally, but in any event written confirmation of the request is required as soon as possible after the oral request is made.

Any day off, with or without pay, to which an employee is entitled under this Agreement which would also qualify as an Emergency Leave day under the *Employment Standards Act* shall be counted toward the employee's entitlement to Emergency Leave days under this Article.

The Parties agree that the leave provisions in this Agreement constitute a greater right or benefit than the provisions of the *Employment Standards Act*.

13.02 Pregnancy and parental leaves shall be granted by the Company in accordance with the *Employment Standards Act*.

- 13.03 Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted a leave of absence by the Company. The Union will notify the Company in writing, as early as possible prior to the start of the leave, of the names of the members requiring leave. Seniority will accumulate during such period. This leave will be limited to a total of three (3) employees at any one time during September, October and November.
- 13.04 The Company agrees to grant an employee leave of absence without pay for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union.
- 13.05 The Company agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.
- 13.06 Canadian Citizenship
The Company agrees to allow leave of absence without loss of pay for up to eight (8) hours to an employee who wishes to become a Canadian Citizen. Such time off work shall be paid after verification is received by the Company that such person did apply and received his Canadian Citizenship.

ARTICLE 14 - UNION REPRESENTATIVE

- 14.01 If an authorized representative, who is not employed by the Company, wants to speak to Local Union representatives about a grievance or other official business, he shall advise the Human Resources Manager, or his designated representative, who shall then call the Local Union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not unduly interfere with production.

ARTICLE 15 - BULLETIN BOARDS

- 15.01 The Company agrees to provide a total of four (4) Bulletin Boards in an area accessible to employees (two (2) in 350 and 460 Admiral locations and two (2) in 475 and 410 Admiral locations) in the plant for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. A copy of all such notices will be delivered to the Human Resources Manager prior to posting.

In the event of further facilities falling within the scope of this collective

agreement, the Company agrees to provide at least one bulletin board for the facility.

ARTICLE 16 - REPORTING ALLOWANCE

- 16.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at the rate of pay applicable to the job provided, or if no work is available shall receive four (4) hours' pay at their straight-time hourly rate.
- 16.02 The provisions of this Article shall not apply in the event of strikes, power failure, equipment breakdown, or any other conditions beyond the control of the Company.

ARTICLE 17 - CALL-IN-PAY

- 17.01 If an employee is called in to work after having left the Company's premises after completion of his regularly scheduled shift, he shall receive a minimum of two (2) hours pay at his straight-time hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift.

ARTICLE 18 - PAYMENT FOR INJURED EMPLOYEES

- 18.01 in the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages the remainder of his shift. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant and/or to his home as necessary. If it is necessary for an employee to receive medical treatment subsequent to his return to work following an industrial injury, such treatment must be coordinated with the Company Occupational Health and Safety Nurse, he shall be paid for any time lost from regular shift hours to attend such appointment. This will apply to partial shifts only. Employees missing any full shifts as a result of receiving medical treatment in such cases are entitled to submit a further claim to the Workers' Safety Insurance Board for such lost wages.

ARTICLE 19 - JURY DUTY/CROWN WITNESS LEAVE

- 19.01 An employee who is selected for service as a juror or is required by subpoena to appear in court as a Crown witness will be compensated for loss of pay from his regularly scheduled shift due to such jury service or appearance in court. Such compensation will be based on his regularly scheduled hours at his straight-time hourly rate less the fee received for his services as a juror or witness. However, should the employee present

himself for selection as a juror and not be selected or appear as a witness and be released, then he is required to return to his place of employment to complete his remaining normally scheduled work day.

- 19.02** In order for an employee to qualify for payment under this Article, he must:
- (a) Inform his supervisor within twenty-four (24) hours of his selection for service as a juror or witness;
 - (b) if released from service as a juror or witness and four (4) hours or more remain in the employee's regularly scheduled hours, he must return to work to complete his remaining normally scheduled work day;
 - (c) provide a written schedule to the Company indicating the date of his service as a juror or witness, the time so spent and the fee received for his services as a juror or witness;
 - (d) have completed his probationary period.

ARTICLE 20 - SAFETY AND HEALTH

- 20.01** The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of not more than three (3) members elected or appointed by the Union and not more than three (3) members appointed by the Company. Such committee will not suffer any lost wages or benefits as a result of performing the duties outlined in article 20.00.
- 20.02** The general duties of the Occupation Safely and Health Committee shall be:
- (a) To make a monthly inspection of the plant for the purpose of determining hazardous conditions, to check unsafe practices, to receive complaints and make recommendations with respect to these matters.
 - (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents, which might have caused injury to a workman, whether or not such injury occurred.
 - (c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing recurrence, and reports of investigations and inspections.

- (d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings.
- (e) The Union Chairperson of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections.
- (f) Accident, injury, and occupational illness records shall be kept by the Company, and shall be made available to the Joint Occupational Safety and Health Committee. These records shall include all reports required by the Department of Labour under the Occupational Health and Safety Act. The Company also agrees to make available to the Committee upon request, the trade name and or technical description, (including chemical analysis, if available) of any compounds and substances used in the plant.

- 20.03 Unless otherwise prescribed, the employer shall ensure that at least one (1) member of the committee representing the Employer and at least one (1) member representing the Union are certified members. If a certified member resigns or is unable to act, the Employer shall, within a reasonable period of time, take all steps to ensure that a replacement is trained. Such training shall be paid for by the Company and the Union shall designate the agency responsible for training the Union member.
- 20.04 The Company agrees to pay each permanent employee who is required to wear safety shoes or safety boots by the Company and who provides an adequate receipt to substantiate his claim up to \$90.00 every twelve (12) months for the purchase of safety shoes or safety boots which meet the requirements of the Company.
- 20.05 The Company agrees to provide prescription safety glasses to each permanent employee who is required to wear prescription safety glasses by the Company once every two years.

ARTICLE 21 - PLANT HOLIDAYS

21.01 The following shall be recognized as **holidays** to be paid for on the basis of the employee's straight time hourly rate multiplied by the number of hours the employee would normally have worked on such day:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	

or days celebrated in lieu **thereof**, regardless of the day on which it falls.

21.02 To be eligible for holiday pay, the employee must work on his last scheduled workday immediately preceding and immediately following the holiday.

21.03 When any of the holidays are observed during an employee's scheduled vacation period he shall **receive** holiday pay as provided in **Clause 21.01** above and shall be granted an additional day off.

21.04 If an employee works on any of the said holidays, he shall be **paid** for all hours **worked** on the holiday at double (2) times his straight time hourly rate of pay in addition to his holiday pay as herein provided for.

21.05 Employees on leave of absence, sick **leave**, workers' compensation, layoff as specified in this Agreement shall **not be entitled** to holiday pay.

21.06 If any of the above holidays fall on a Saturday or Sunday, then the Company shall designate either the preceding Friday or the **following** Monday as the holiday and such designated day shall be considered the holiday.

ARTICLE 22 - VACATIONS

22.01 An employee who on the 30th day of June in each year has:

- (a) less than one (1) year of service shall be **paid 4%** of his wages **received** from the Company prior to June 30th of that year;
- (b) one (1) year or more of service but less than five (5) years of service shall receive two (2) weeks' vacation **with vacation** pay in the amount of **4%** of his wages received from the Company for the year ending June 30th;

- (c) five (5) years or more of service but less than 10 years of service shall receive three (3) weeks' vacation with vacation pay in the amount of 6% of his wages received from the Company for the year ending June 30;
 - (d) ten (10) years or more of service shall receive four (4) weeks' vacation with vacation pay in the amount of 8% of his wages received from the Company for the year ending June 30th;
- 22.02 The term "total wages" includes straight hours, overtime hours, holiday pay, shift premium and job premiums only.
- 22.03 There shall be no carry-over of vacation.
- 22.04 Vacation pay shall be paid by separate cheque on or about June 30th of each year.

ARTICLE 23 - WAGES

- 23.01 The Company agrees to pay and the Union agrees to accept for the term of this **Agreement** the wages as set out in Wage Schedule "A" attached hereto and forming part of this Agreement.
- 23.02 The following premiums shall be paid:
- | | |
|------------------|-----------------|
| Afternoon Shift: | \$0.65 per hour |
| Midnight Shift: | \$0.70 per hour |
- 23.03 In the event the Company establishes a new classification, the Company agrees to negotiate with the Union the rate of pay for such new classification prior to the rate becoming effective. However, if the parties fail to agree upon the new rate then the rate as proposed by the Company shall be paid for the work done on the new classification and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence at the Company.

ARTICLE 24 - HOURS OF WORK AND OVERTIME

- 24.01 The Company shall have the right to schedule up to 12 hour shifts of 36 and 48 hours per week, alternately, as described in Appendix C

- (i) The Company recognizes that this shift structure will be restricted to:
- Amada Machine Operators;
Turrets;
Laser(s); and
Pressbrake/cabinet wrappers
- (ii) Such 12 hour Shifts shall be filled on a voluntary basis only.
- (iii) Under no circumstances shall a temporary or probationary employee volunteer or be assigned to work on a Continental Shift, save and except in case of employee absenteeism when after having canvassed for volunteers among the permanent employees in the classification, the Company may use temporary and/or probationary employees to fill in.
- (iv) All vacancies for Continental Shift schedules shall be posted and filled in accordance with the job posting provisions of the collective agreement, except incumbent employees who shall have the first choice to volunteer to fill a vacancy within their classification.
- (v) No provision in the agreement shall cause an employee to be either directly or indirectly placed on a Continental Shift.
- (vi) No employee shall be laid off, directly or indirectly, as a result of the existence of a Continental Shift.
- (vii) A job incumbent who volunteers for a continental shift shall be provided with an opportunity to choose a trial period of sixty (60) days. At any time during that 60-day period the incumbent may, at his or her sole discretion, choose to come off the Continental Shift. Such employees shall provide the Company with ten (10) days' notice of his/her decision to leave the Continental Shift and at the end of such notice period shall be placed back on his/her original shift and shall be considered to be displaced and have all the rights of a displaced employee as set out above.
- (viii) Any employee who chooses not to volunteer for a Continental Shift and is thereby displaced from his/her position shall have his/her rate maintained and shall receive all wage increases applicable to the position from which he/she was displaced.

- (ix) An employee who is displaced from **his/her job shall be entitled** at **his/her** sole discretion to remain on the same shift that **he/she** worked prior to being displaced.
 - (x) If a displaced incumbent **is** laid off, **he/she** shall have the right to bump as if **he/she** had been laid ~~off~~ from **his/her** original position.
 - (xi) An employee working on a Continental Shift shall be **paid** a premium of eighty-five cents (\$0.85) per hour for all hours worked.
 - (xii) Should a statutory holiday fall on a scheduled work day of a twelve **(12)** hour **shift** schedule, an employee scheduled to work that day shall receive **twelve (12)** hours' pay. Should a statutory holiday fall on a non-scheduled work day of a twelve **(12)** hour **shift** schedule, an employee scheduled to work that day shall receive eight (8) hours' pay.
 - (xiii) The Company shall provide **two (2)** weeks' notice prior to the commencement and termination of a Continental Shift.
 - (xiv) Employees working a continental **shift** shall have a paid lunch of thirty **(30)** minutes and three **(3)** paid breaks of fifteen (15) minutes each and spread out evenly throughout the **shift**.
 - (xv) For the purposes of overtime, hours on the continental **shift** shall be averaged over a two **(2)** week period.
- 24.02** The regular work day **shall** include a one-half **(1/2)** hour unpaid lunch period. A rest period of fifteen **(15)** minutes in total shall be provided during the first half of each regularly scheduled shift and another fifteen **(15)** minutes in total shall be provided during the second **half** of each regularly scheduled shift.
- 24.03** Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.
- 24.04** There shall be no pyramiding of overtime rates.
- 24.05** Time and one-half the employee's straight-time hourly rate shall be paid for all hours worked in excess of forty-two **(42)** hours worked in a regular work week.

The Company agrees that hours paid for the purpose of Holiday Pay and Funeral Leave shall be deemed as hours worked for the purpose of overtime calculations.

- 24.06** All overtime must be **pre-authorized** by the Company.
- 24.07** Overtime opportunities shall be distributed as equitably as possible among the employees who normally perform the work. In the event that the Company is unable to enlist sufficient volunteers, it shall be **entitled** to require those employees who normally perform the work to work the necessary overtime beginning in reverse order of seniority. It is expressly **understood** and agreed that, in the event of any non-compliance with this Article by the Company, the remedy shall consist of an overtime opportunity being awarded to the employee or employees in **question** forthwith.
- 24.08** The Company shall keep **up-to-date** records of all overtime opportunities and provide copies to the local Union on a monthly basis.

ARTICLE 25 - INSURANCE-WELFARE BENEFITS

- 25.01** The Company shall pay 100% of the monthly premium for all employees who have completed their probationary period and are not on a leave of absence or layoff for the following current benefit plans.
- (i) Group **L**ife Insurance
 - (ii) Accidental Death and Dismemberment
 - (iii) Short Term Disability

Subject to the terms of the Plan as set out in the Booklet

1st day of hospitalization;
1st day of accident; and
8th day of disability

Maintain the current other elements of Short Term Disability which are:

60% of weekly income up to Employment Insurance maximum;
maximum duration of twenty-six (**26**) weeks;
benefits are taxable; and
terminates at age 70.

- (iv) Long T e n Disability

- 25.02 The Company shall pay 80% the monthly premium (with the employees contributing 20%) for all employees who have completed their probationary period and are not on a leave of absence or layoff for the following current benefit plans.
- (i) Major Medical (80% reimbursement)
 - (ii) Drug Plan (80% reimbursement)
 - (iii) Dental Plan (80% reimbursement)
- The Company agrees to improve the vision care benefit to two hundred (\$200.00) dollars once every twenty-four (24) months.
- 25.03 The obligation of the Company to pay the monthly premium costs for any particular benefit set out above shall not apply where the employee already receives such coverage under another policy or plan provided by his or her spouse's employer.
- 25.04 It is further understood that the payments made by the Company as outlined above shall constitute the total and full responsibility of the Company during the term of this Agreement towards the cost of the fringe benefit program.
- 25.05 All employees who are enrolled in the benefits program shall have a Health Spending Account of \$275.00 per year on the terms as set out in Letter of Understanding No 4.

ARTICLE 26 - FUNERAL LEAVE

- 26.01 The Company shall pay an employee up to four (4) days' pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's immediate family. Immediate family shall be defined as the employee's wife, husband and child. The Company shall pay an employee up to three (3) days' pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's father, mother, father-in-law, mother-in-law, brother, sister, grandmother, grandfather. Payment shall be made only to the extent of the time lost while making arrangements for and/or attending the funeral or service.
- 26.02 In the case of the death of someone in the employee's immediate family where the employee does not attend the funeral or service or in the case of the death of the employee's brother-in-law or sister-in-law, the Company shall pay the employee one day's pay at the employee's straight-time hourly rate for all regular time lost.
- 26.03 in order to qualify for payments under this Article, the employee must:

- (a) have completed his probationary period; and
 - (b) may be required by the Company to provide satisfactory proof of death and relationship.
- 26.04 Employees shall not be paid pursuant to this Article for Saturdays, Sundays, paid holidays, while on vacation or leave of absence or for any other period during which they would not have worked.

ARTICLE 27 - PROFIT SHARING AND BONUSES

- 27.01 The current profit sharing plan will continue based upon the performance of the Vermont Castings, Majestic Products Division as long as the CFM Majestic Inc. Profit Sharing and Savings Plan is in effect.
- 27.02 Profit sharing and bonus do not form part of an employee's wages for any purpose.

ARTICLE 28 - TERM OF AGREEMENT

- 28.01 This Agreement shall become effective on the date of ratification and shall continue in effect up to and including the 8th day of January, 2006.
- 28.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety(90) days of its operation.
- 28.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiation shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.
- 28.04 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20 day of May, 2003.

CFM Corporation

United Steelworkers of America On
Behalf of Local 9500

P. m. Plows

[Handwritten signature]

W. Bailey

B. J. Davis

[Handwritten signature]

Dan Downing

Schedule A - Wages & Classifications
Effective upon the first full pay period post ratification

Employees with less than one years' service as of the date of ratification

Employees with less than one years' service as of the date of ratification shall immediately progress up one step on the wage grid for his or her classification and shall retain that rate until s/he has completed one year of service plus the time abridged. Thereafter, the employee will progress up the wage grid on a yearly basis.

Employees with one or more years' service hut less than two years' service as of the date of ratification

Employees with one or more years' service but less than two years' service as of the date of ratification shall immediately progress up one step on the wage grid for his or her classification and shall retain that rate until s/he has completed one year of service plus the time abridged. At that point, s/he shall move up another step in the wage grid. Effective January 17, 2005 she shall move up another step in the wage grid.

Employees with two or more years' service but less than three years' service as of the date of ratification

Employees with two or more years' service hut less than three years' service as of the date of ratification shall immediately progress up one step on the wage grid for his or her classification. Effective January 17, 2004 s/he shall move up another step in the wage grid. Effective January 17, 2005, she shall receive the 3.5% increase to his/her hourly rate.

Employees with three or more completed years of service as of the date of ratification

Employees with three or more completed years of service as of the date of ratification shall immediately progress up one step on the wage grid for his or her position. Effective January 17, 2004 she shall receive the 3.5% increase to his/her hourly rate. Effective January 17, 2005, she shall receive another 3.5% increase to his/his hourly rate.

Classifications					
1. Light Assembly	9.75	10.85	11.97	13.07	13.53
2. Cleaner	11.05	12.15	13.27	14.37	14.87
Assembler/Operator	11.05	12.15	13.27	14.37	14.87
3. Material Handler	11.30	12.40	13.52	14.62	15.13
Q.A. Inspector	11.30	12.40	13.52	14.62	15.13
4. Burner Tester	11.50	12.60	13.72	14.82	15.34
Set-up operator	11.50	12.60	13.72	14.82	15.34
Welder Mig/Tig	11.50	12.60	13.72	14.82	15.34
5. R & D Technician	12.05	13.15	14.27	15.37	15.91
6. General M/tee	12.10	13.75	15.40	16.88	17.47
7. Assistant Captain	12.55	13.65	14.77	15.87	16.43
Painter	12.55	13.65	14.77	15.87	16.43
8. Amada Machine Op	15.00	16.00	17.00	18.00	18.63
Laser Machine Op	15.00	16.00	17.00	18.00	18.63
9. Semi-skilled	17.10	18.10	19.10	19.71	20.40
10. Skilled	20.85	21.85	22.85	23.85	24.68

- There shall be no pyramiding of premium rates.
- Temporary Employees will be paid at a minimum of \$8.50 per hour.
- If necessary to attract or retain qualified employees for the semi skilled or skilled classifications, the employer may pay wage rates greater than those stipulated above. In such circumstances, it is understood that all employees in the classification shall receive the increased rate.

2004

Classifications	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 +
1. Light Assembly	9.75	10.85	11.97	13.07	13.53	14.00
2. Cleaner	11.05	12.15	13.27	14.37	14.87	15.39
Assembler/Operator	11.05	12.15	13.27	14.37	14.87	15.39
3. Material Handler	11.30	12.40	13.52	14.62	15.13	15.66
Q.A. Inspector	11.30	12.40	13.52	14.62	15.13	15.66
4. Burner Tester	11.50	12.60	13.72	14.82	15.34	15.88
Set-up operator	11.50	12.60	13.72	14.82	15.34	15.88
Welder Mig/Tig	11.50	12.60	13.72	14.82	15.34	15.88
5. R & D Technician	12.05	13.15	14.27	15.37	15.91	16.47
6. General Mtce	12.10	13.75	15.40	16.88	17.47	18.08
7. Assistant Captain	12.55	13.65	14.77	15.87	16.43	17.01
Painter	12.55	13.65	14.77	15.87	16.43	17.01
8. Amada Machine Op	15.00	16.00	17.00	18.00	18.63	19.28
Laser Machine Op	15.00	16.00	17.00	18.00	18.63	19.28
9. Semi-skilled	17.10	18.10	19.10	19.71	20.40	21.11
10. Skilled	20.85	21.85	22.85	23.85	24.68	25.54

2005

	0-1	1-2	2-3	3-4	4-5	5-6	6+
Classifications							
1. Light Assembly	9.75	10.85	11.97	13.07	13.53	14.00	14.49
2. Cleaner	11.05	12.15	13.27	14.37	14.87	15.39	15.93
Assembler/Operator	11.05	12.15	13.27	14.37	14.87	15.39	15.93
3. Material Handler	11.30	12.40	13.52	14.62	15.13	15.66	16.21
Q.A. Inspector	11.30	12.40	13.52	14.62	15.13	15.66	16.21
4. Burner Tester	11.50	12.60	13.72	14.82	15.34	15.88	16.44
Set-up operator	11.50	12.60	13.72	14.82	15.34	15.88	16.44
Welder Mig/Tig	11.50	12.60	13.72	14.82	15.34	15.88	16.44
5. R & D Technician	12.05	13.15	14.27	15.37	15.91	16.47	17.05
6. General Mtce	12.10	13.75	15.40	16.88	17.47	18.08	18.71
7. Assistant Captain	12.55	13.65	14.77	15.87	16.43	17.01	17.61
Painter	12.55	13.65	14.77	15.87	16.43	17.01	17.61
8. Amada Machine Op	15.00	16.00	17.00	18.00	18.63	19.28	19.95
Laser Machine Op	15.00	16.00	17.00	18.00	18.63	19.28	19.95
9. Semi-skilled	17.10	18.10	19.10	19.71	20.40	21.11	21.85
10. Skilled	20.85	21.85	22.85	23.85	24.68	25.54	26.43

Appendix B

Meadowdale Classifications

A.	Production Packager	Rate: \$8.50 +incentive
B.	Sewer	Rate: \$9.00 +incentive
	Line Feeder	Rate: \$9.00 +incentive

Notes:

- a) **2003** shall be entitled to a 3.5% increase to their base hourly rate effective upon the first full pay period post ratification;
- b) **2004** shall be entitled to a 3.5% increase to their base hourly rate;
- c) **2005** shall be entitled to a 3.5% increase to their base hourly rate.

The Company and Union agree that current incentive program practices shall remain in effect for the duration of this collective agreement.

Appendix C

**Continental
Shifts**

Week 1

7:30 am – 7:30 pm	C	A	A	C	C	A	A

7:30 am – 7:30 pm	A	C	C	A	A	C	C
7:30 pm – 7:30 am	B	D	D	B	B	D	D

Shifts

- A - Day
- B - Night
- C - Day
- D - Night

1/10/2003

Appendix D

Light Assembly Positions**475 Admiral**

Log and Ember ~~Bed~~ Packing

Rating Plate Assembly

Hardware Packaging

Electrical Connector Assembly

Trim Kit and **Accessory** Packaging

350 Admiral

Accessory Packaging

Electrode Testing

~~Hardware~~ Packaging

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE CFM MAJESTIC PRODUCTS COMPANY

AND

UNITED STEELWORKERS OF AMERICA ON BEHALF OF ITS LOCAL 9500

For any matter under this Collective Agreement for which one party is required to give notice to the other party, notice from the Company to the Union shall be given to the Local Union President and staff representative of the International Union at:

United Steelworkers of America
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Notice from the Union to the Company shall be given to Mr. ~~Scott~~ Dunlop, or his designee, at:

The CFM Majestic Products Company
460 Admiral Boulevard
Mississauga, Ontario
L5T 3A3

In the event that either the Local Union President or Mr. ~~Scott~~ Dunlop are unavailable, they shall notify the other and provide the name of their designee.

Dated at Mississauga this 20 day of May, 2003.

On behalf of the Company:

P. m. Plous
[Signature]
M. Barclay
[Signature]
[Signature]
Dan Downing

On behalf of the Union:

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

THE CFM MAJESTIC PRODUCTS COMPANY

AND

UNITED STEELWORKERS OF AMERICA ON BEHALF OF ITS LOCAL 9500

The "Amada Machine Operator" classification means employees who work full-time on the Amada CNC programmable auto-load multi-station turret punch. The Parties agree that, effective on the date of ratification of this Agreement, the following employees shall be properly classified as Amada Machine Operators:

- 1. DIVYESH DESAI
- 2. JOHNATHAN INVIERNO
- 3. JACKSON CHEN
- 4. QUANG LUONG
- 5. MARIO DE TORRES
- 6. MICHAEL EDWIN

Dated at Mississauga this 20 day of May, 2003.

On behalf of the Company:

P. m. Plows
[Signature]
[Signature]
[Signature]
[Signature]

On behalf of the Union:

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING NO. 4

The Health Spending Account is an Account available to all employees who are enrolled in the benefits program with Standard Life. The Health Spending Account has a balance of \$275.00 from the month of January 1st to December 31st. This 12-month period is referred to as the "policy" year. The Health Spending Account is to be used when an employee has incurred costs that were not covered by their benefits.

Original receipts that show that a cost has incurred due to non-coverage by the benefits is required. As well, a Health Spending Account Claim Form must be filled out. Please refer to attached example. An employee can make a claim on their Health Spending Account at any time during the 12-month period of Jan. 1st - Dec. 31st. Any claim that is made during this period must have receipts that fell between that current "policy" year.

The Health Spending Account will operate on a "Balance Carry Forward" basis: Employees can carry any unused Health Spending Account balance forward from one benefit year to a second benefit year (to a maximum \$550.00). Any outstanding amount remaining from the prior year must be used by the end of the second year. Only the previous year balance will carry forward **not** the previous year expenses.

Revenue Canada defines the list of eligible expenses and eligible family members in Section 118.2 of the Income Tax Act. Many of the expenses eligible to be paid by a Health Spending Account are not covered under standard group Health and Dental Plans. These include expenses for orthodontics and cosmetic dentistry, cosmetic surgery, preferred hospital accommodation and fertility treatments. Premiums or contributions made to private health services insurance plan on behalf of anyone that you would be claiming as a dependent for the tax year, are considered eligible expenses through the Health Spending Account.

You can claim the premiums that are being deducted from my pay cheque? But remember you can only claim the premiums that fell into the current "policy" year Jan. 1st - Dec. 31st. Your year-to-date premiums for health and dental that appear on your pay stub are based on Jan. 1st - Dec. 31 "calendar" year.

Dated at Mississauga this 20 day of May, 2003.

On behalf of the Company:

P. M. Plow
McDonald

_____ :g

On behalf of the Union:

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING NO. 5

THE CFM MAJESTIC PRODUCTS COMPANY

AND

UNITED STEELWORKERS OF AMERICA ON BEHALF OF ITS LOCAL 9500

The Company agrees to contribute twenty thousand dollars (\$20,000.00) per annum to the United Way of Peel on behalf of the members of USWA Local 9500 and the CFM Corporation.

Dated at Mississauga this 20 day of May, 2003.

On behalf of the Company:

P. m. Plows
W. M. ...
M. ...
D. ...
D. Downing

On behalf of the Union:

J. ...
B. ...

LETTER OF UNDERSTANDING NO. 6

THE CFM MAJESTIC PRODUCTS COMPANY

AND

UNITED STEELWORKERS OF AMERICA ON BEHALF OF ITS LOCAL 9500

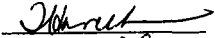



Immediately following ratification of the new collective agreement, both parties shall take all steps available to them to withdraw any proceedings brought by one against the other in any civil court or administrative tribunal arising out of the labour dispute and related matters or conduct.

The Company and the Union agree that neither will initiate any disciplinary action or engage in any reprisal against any person in respect of the person's conduct relating to the labour disruption, from the period January 11, 2003, up to and including January 17, 2003. Any disciplinary action, commenced by either party, will be irrevocably withdrawn.

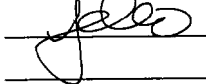
The return to work and intermingling of employees must be undertaken with the utmost good faith. Accordingly, all employees shall be expected and required to behave appropriately and in a manner most likely to avoid confrontation. Any person acting contrary to the spirit and intent of this paragraph shall be susceptible to discipline.

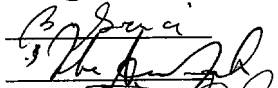
Dated at Mississauga this 20 day of May, 2003.

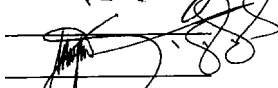
On behalf of the Company:

P. M. Plows





On behalf of the Union:







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