

AGREEMENT

between

CANADIAN FABRICATED PRODUCTS

and the

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada,
(CAW-Canada)**

Local 1325

December 15, 1998

00882(06)

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ARTICLE 1 - PURPOSE

1.1 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its Employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The Company recognizes the Union as the sole collective bargaining agency of all employees at its Stratford plant, save and except for: foreman, persons above the rank of foreman, technical personnel and all office and sales staff. Those employees excluded from this agreement, as set-out above will not perform any work other than of a supervisory capacity except in the cases of proven emergency, or for the purpose of instructing employees and for experimental purposes. When work of an experimental nature is required or in the cases of proven emergency, the Foreman, in the absence of an operator, will notify the area Committee Member in writing prior to performing such experimental work or work in the cases of proven emergency.

ARTICLE 3 - NON DISCRIMINATION

3.1 There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or agents shall not intimidate or coerce or attempt to intimidate any employee of the Company, and shall not, on Company time or premises, conduct Union activities except as herein expressly provided.

3.2 The Company and Union agree to observe the applicable provisions of the Ontario Human Rights Code.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.1 All present seniority employees, who are members of the Union shall remain members of the Union, as a condition of employment which membership for the purpose of this Agreement shall be confined to the payment of initiation fees and dues.

4.2 Present probationary employees and newly hired employees, upon completion of the probationary period shall become and remain members of the Union, as a condition of employment. Membership for the purpose of this Agreement shall be confined to the payment of the initiation fee and regular weekly dues which are equally applied to all employees. Probationary employees as a condition of employment will pay weekly dues In conformity with the Constitution of the Union.

4.3 The Company will deduct from the pay of each employee, the Initiation fee and the weekly dues authorized by the Constitution of the Union.

4.4 All sums deducted as above, together with a record of those from whose pay deductions have been made and the amounts of such deductions, together with a list of employees whose employment is terminated, transferred cut of the bargaining unit, or any employee where no deduction has been made shall be remitted by the Company to the Financial Secretary of the Local Union by the 15th of the month following the end of the month in which the deductions were made. The Company will Include Total Union Dues on the T-4 slips as authorized by the Union.

4.5 Deductions shall be made from all hourly employees who work ten (10) hours or receive ten (10) hours pay in lieu of work in any one week or have outstanding dues owing. The Union shall hold the Company fully indemnified In respect of all such deductions made in accordance with the Agreement.

ARTICLE 5 - RESERVATIONS TO MANAGEMENT

5.1 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, layoff, discipline, suspend or discharge any employee for just cause, provided a claim by an employee, who has been employed for more than eighty (80) calendar days, that he has been discharged, disciplined or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided.

5.2 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter and enforce, from time to time, rules and regulations, to be observed by the employees, but which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Any new or revised rules or regulations to be explained in detail to the Union Plant Committee prior to Implementation.

5.3 Nothing in this Agreement shall be deemed to restrict the management in any way in the performance of all functions of management except those specifically abridged or modified by this Agreement.

5.4 The Company agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted, and the above functions will be exercised in a manner consistent with the terms of this Agreement.

ARTICLE 6 - UNION REPRESENTATION

6.1 The Company recognizes a Committee of eight (8) to be elected or selected by the Union consisting of five (5) Committee Members -one (1) from the Skilled Trades, a Chairperson and the local Union President. The Committee shall be recognized by the Company as the Grievance and Negotiating Committee. When at Union/Company negotiating meetings, the Committee will be paid their regular earnings up to eight (8) hours per day (Monday through Friday inclusive). Each Committee Member will represent a specific geographic area in the plant as designated by the Union. The Plant Chairperson, at his discretion, will be permitted forty (40) hours per week on Union business at his regular hourly earnings.

It is agreed that, as of May 1, 1996 if the hourly onroll is greater than or equal to 945, the Company will recognize a Committee of eight (8) elected or selected by the Union, consisting of five (5) Committee Members, one from Skilled Trades, a Chairperson and the Union President.

However, if the hourly enroll is less than 945 on May 1, 1996 the Company will recognize a Committee of six (6) elected or selected by the Union, consisting of three (3) Committee Members one from the Skilled Trades, a Chairperson and the local Union President. It is understood that on December 15, 1995 the hourly enroll was 945.

The Company further agrees to provide the Union with a desk, chair, filing cabinet, computer with printer and enclosed office.

In addition to the present union office facility, the Company will provide a separate enclosed office for the President and a separate enclosed office for the Union Health and Safety Committee with a telephone, desk, chair and a filing cabinet in each. An extension telephone with additional extension button will be installed and all long distance charges to that extension will be paid for by the Union.

6.2 The Union will supply the Company with an up-to-date list of all Committee Members and Union representatives and the Company will supply the Union with a list of Supervisory staff. The Company will notify the Union if a Supervisor is to be transferred, for a period of one month or more, to another department or section.

6.3 Notwithstanding his seniority status, the Plant Chairperson of the Committee shall be required to work only on the day shift and shall have top plant seniority for the duration of his term of office. The Chairperson upon completion of his tenure in office will return to his former department, and classification which he held at the time of his election or selection, seniority permitting.

6.4 The Union Committee Members shall not be required to work on a shift other than the day shift and shall have top plant wide seniority during their term of office. The Union shall have the right to appoint matching alternate Committee Members for any second shift activities where the second shift plant population exceeds 300 employees. Should the second shift population drop below 300 employees, the number of alternate Committee Members shall not exceed (2). One alternate Committee Member shall be appointed for any third shift. The Company further agrees it will meet with the Union Committee should the employment level on the third shift increase significantly, to discuss additional alternate Committee Members on that shift.

6.5 It is understood and agreed that Committee Members as well as other employees have regular duties to perform. Committee Members, with the approval of the Foreman of the department where they are respectively employed, shall be permitted, during their normal working hours, without loss of earnings, to leave their regular duties for a reasonable length of time to adjust and present grievances in their geographic area. It is further understood that during overtime, Committee Members will be provided a reasonable amount of time to adjust and present grievances which occurred during that overtime period. Upon entering another department the Committee Member shall notify the Supervisor concerned. Access by Committee Members during hours other than regular first shift hours must be restricted to a reasonable time period and will be allowed only when the Personnel Department Representative or Night Plant Superintendent have been properly notified as to the purpose and presence by the Committee Member. Any such access is on Union time not paid by the Company.

6.6 Committee Members shall not be transferred out of the geographic area in which they have jurisdiction in the plant so long as they are willing to perform the available work in the said area, except in cases of emergency, and then on a temporary basis so long as such emergency exists. In the event of a layoff, Committee Members shall be continued at work as long as work in their respective areas and jurisdictions is available, regardless of their seniority, provided they are able and willing to perform the normal requirements of the job in the normal time, with proper job instruction.

6.7 The Company will meet with the Plant Committee on all matters properly arising during the time this agreement is in effect and the Company and Committee will co-operate in the administration of this Agreement.

The Union will have the right to have National Representatives and the President of the Union present at all meetings of the Plant Committee and Management. Such meetings shall be held at the request of either party providing an agenda is prepared and submitted at least 46 hours before the meeting except in an emergency. The Company agrees to provide a written response to the Union Committee within 5 working days.

6.6 A Committee Member who is an hourly rated employe shall be paid his regular earnings.

6.9 Local Executive Officers

The Company agrees the President of the Union will be on the day shift and paid at a rate of pay which is the regular rate of pay for the classification to which the President would be normally assigned.

During periods of production the President will not be expected to perform assignments in his/her classification. The President will not be required during Annual / Cycle Check Inventory on a weekend.

The President will conduct Local Union business as it pertains to the Local Union and perform the duties of Benefits Representative. The President upon completion of his tenure in office will return to his former department, and classification which he held at

the time of his election, seniority permitting.

In the absence of the President the Company shall recognize a Vice-President of the local Union to assume responsibility of the President.

6.10 The Company agrees that the Recording Secretary and Financial Secretary will be allowed a reasonable amount of time during their shift to conduct local business as it pertains to the Collective Agreement.

ARTICLE 7 - UNION REPRESENTATION - OVERTIME

7.1 When overtime is scheduled in a geographical area of the plant, the Committee Person will be offered the opportunity to work as part of the group, if 10 or more employees are required, provided he is qualified to perform one of the jobs to be done. If five (5) or more Skilled Trades employees are scheduled to work, the Skilled Trades representative will be offered the opportunity to work as part of the group providing his trade is required.

When the Company notifies the Union of scheduled overtime, the affected Committee Member(s) will be considered scheduled if the appropriate number of employees are working in their area of jurisdiction.

7.2 If 10 or more employees are required on overtime for work throughout the plant, rather than in any one specified geographical area, the Plant Chairperson or his designate will be given the opportunity to attend to Union business. If less than 10 employees, to a minimum of 5, are required on overtime for work throughout the plant, the Plant Chairperson or his designate will be given the opportunity to work provided he is qualified to perform one of the jobs to be done. If the majority of the production shift is scheduled the President will perform the duties of the function.

ARTICLE 6 - GRIEVANCE PROCEDURE

8.1 Should any misunderstanding or controversy arise between the Company and the Union as to the compliance of either party with any of its obligations hereunder, or should there be any grievance involving the terms of this Agreement by an employee, or a group of employees, or the Union, the same shall be handled in the following manner, provided, however, that no grievance shall be considered, the alleged circumstances of which originated or occurred more than five (5) normal working days prior to its first presentation in accordance with the procedure set out herein, except that this limit shall not apply where an alleged grievance is of such a nature that the employee or the Union, as the case may be, could not have been aware of its alleged occurrence at the actual date of same, the grievance shall then be deemed to have occurred on the first date on which the employee or the Union could have had such awareness.

Step No. 1

It is the mutual desire of the Company and the Union that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given the Salaried Employee Involved an opportunity of adjusting his complaint. The employee, at his discretion may be accompanied by the Committeeperson/Alternate representing his area. The Complaint Form will be separate from the Grievance Form provided by the Company and approved by the Union.

Complaints involving discipline for absentee related incidents will be presented to the Personnel Manager or his designate.

An employee's complaint, which is not settled by the Salaried Person, within (2) two working days following presentation, shall be submitted in writing on the grievance form, signed by such employee (unless absent) and Committeeperson and submitted to the Salaried Person concerned.

A meeting between the Departmental Manager or his designate, the Salaried Person involved, the Committeeperson and Grievor involved must be sat up (unless mutually agreed upon for an extension) within 2 normal working days to try to resolve such grievance. Following such meeting the Department Manager or designate has two normal working days to reply to the Union Committeeperson.

Grievance answers will be left in the Union mail basket in Personnel.
Step No. 2

If the decision of the Departmental Manager or his designate is not acceptable, the Union Plant Chairperson or his designate may submit the grievance to the Personnel Manager or his designate within two working days of receipt of the reply in writing by the Departmental Manager or his designate. A meeting between the President of the Union, the Committee, the Personnel Manager or his designate and the Department Manager involved or his designate, must be set up within three (3) normal working days to try to resolve such grievance; the Salaried Person involved, the Grievor, and the National Representative may attend. The Plant Manager or his designate at his option will attend the 2nd Stage grievance meeting.

Following such meeting the Company shall give its written disposition within four (4) normal working days of such meeting.

6.2 It is understood that the Management may bring forward in writing any complaints with respect to the conduct of the Union, its Officers or Committee Member, or employees of the Bargaining Unit, and that if such complaint by Management is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.

6.3 It is understood that there could be differences of opinion on the interpretation and/or application of the terms of this Agreement. Should any difference of this nature occur a grievance in writing at the 2nd Stage may be initiated by the chairperson or his designate and submitted to the Personnel Manager by the Union within 2 days of the disagreement.

A meeting between the President of the Union, the Committee, the Personnel Manager or his designate and the Department Manager or designate involved will be set up within 3 normal working days to try to resolve such grievance; the National Representative may attend at the Union's discretion. The Plant Manager or his designate at his option will attend the 2nd Stage grievance meeting.

Following such meeting the Company shall give its written disposition within four (4) working days of such meeting.

Step No. 3

8.4 After exhausting the grievance procedure herein provided, when either party requests that a grievance be submitted to arbitration they shall make such request, in writing, within 20 working days after the grievance has been dealt with in Step No. 2, addressed to the other party to this Agreement. The arbitration shall be by a single arbitrator who shall be chosen by the parties by agreement within five working days after such written request. If the parties cannot agree upon the Arbitrator within the said period, either party may apply to the Minister of Labour for Ontario to appoint an arbitrator, and any arbitrator appointed by him shall be accepted by the parties and have Jurisdiction herein. The decision of the Arbitrator shall be final and binding upon the Company and Union. Under no circumstances shall retroactive pay be awarded beyond the date when a grievance occurred.

The full Committee will be allowed to attend 3rd Stage Grievance meetings.

6.5 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement except that the Arbitrator may dispose of any discharge or discipline grievance in any manner which he considers just or equitable within the law.

6.6 Arbitration shall be heard at Stratford, Ontario, or at such other place as may be agreed upon by the parties,

6.7 Each of the parties hereto shall bear the expenses of the Arbitrator in equal shares.

6.6 Grievances not appealed from the written disposition of the Company's representatives in any of the steps of the grievance procedure within the times and in the manner specified herein shall be considered as having been adjusted on the basis of the disposition last made and shall not be eligible for further appeal.

6.9 Time limits as outlined in this article may be extended by mutual agreement at Union/Management level.

ARTICLE 9 - DISCIPLINARY ACTION

9.1 Warning Notice

A copy of all warning notices will be given to the employees and the Union within two (2) working days of the violation becoming known to the Company. Such notice shall become a part of the employee's personnel record. A warning notice will not remain in effect for a period of more than twelve (12) months from the date of such warning. Suspensions shall be removed from an employee's record after eighteen (16) months. The Committee Person concerned will attend all disciplinary interviews. In any case of discipline where suspension or discharge is involved, the employee will be interviewed by the Personnel Manager or his designate, in the presence of his Committeeperson or his designate, prior to such suspension or discharge taking place, providing always that the employee is available for prior interview. The Committee Person or his designate will be advised of the employee involved, the violation, and the circumstances surrounding the violation immediately prior to this interview. The Personnel Department/designate will be responsible, for the issuance of all absentee related disciplines.

9.2 Discharge and Suspension

Any employee employed for more than eighty (80) calendar days, who has been discharged or suspended shall have an interview with his Committee Member, Plant Chairperson or designate in the Union Office. Any employee employed for more than eighty (80) calendar days, who has been discharged or suspended on the 2nd or 3rd shift shall have an interview with his alternate in the Union Office. On completion of this interview a discharged employee will leave the plant. Under circumstances which might endanger the safety of the Employee concerned or other employees, or be of such a nature that it would be inadvisable to retain the Employee in the plant then such employee will be required to leave the premises immediately.

9.3 At the request of the Union a hearing will be set up by the Company between the Personnel Manager or his designate and the Chairperson and Plant Committee Member concerned. Such meeting will be set up within one normal working day of the Union's request. Hearings to be held on Company time, without additional cost penalty to the Company. The Employee, and the Foreman may be present at such hearing if deemed necessary by either party. The Company will give a written answer within 24 hours of date of this meeting.

9.4 Suspension

If the Union is not satisfied with the disposition of the case at such hearing, a grievance may then be filed at Step No. 2 of the grievance procedure and such grievance procedure shall therefore apply. All suspensions of more than one day shall be on consecutive working days.

9.5 Discharge

If the Union is not satisfied with the disposition of the case at such hearing, a grievance may then be filed at Step No. 2 of the grievance procedure and such grievance procedure shall thereafter apply.

9.6 Failing to file a grievance with the Company under 9.4 and 9.5 above within 5 working days from date of the discipline issuance, the disciplined employee shall forfeit any right under this section.

9.7 The Company agrees that in the event an employee is late three (3) minutes, the three (3) minutes will not be documented on the employee's record card for the first such Occurrence in any one week.

ARTICLE 10 - NO STRIKES OR LOCKOUTS

10.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strikes (as defined by the Labour Relations Act) either complete or partial, and the Company agrees that there will be no lockouts (as defined by the Labour Relations Act).

10.2 In the event the above occurs, the Union will make every effort to persuade employees from participating.

10.3 The Company agrees that in the event of a legal strike with the C.A.W., it will not participate in any way in strike breaking.

ARTICLE 11 - SENIORITY

11.1 Fundamentally the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Company. Seniority except as hereinafter provided, shall be on a plant wide basis.

11.2 Probationary Employees

An employee shall be temporary and on probation until he has acquired seniority. The retention of a probationary employee shall be at the discretion of the Company and there shall be no responsibility for the re-employment of a probationary employee who is laid off or discharged beyond the confines of The Ontario Labour Relations Act.

11.3 Upon the completion of 50 calendar days within any period of twelve (12) consecutive months from date of hire, an employee shall be considered to have seniority rights from his original date of hire and his name placed on the seniority lists. This provision shall not apply to an employee who voluntarily resigns.

11.4 Employees' names shall appear on the seniority lists in order of their respective dates of hiring and alphabetically for those names appearing on the same date. The Company shall notify the Union in writing as any employee attains seniority status, such notice to be given within one week. Once seniority is established under this section it will not be changed.

11.5 LOSS of Seniority

Seniority rights shall cease for any one of the following reasons:

- (a) - If the employee quits.
- (b) - If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) - If the employee is absent for three (3) working days without advising the Company giving satisfactory reasons.
- (d) - If the employee fails to return to work within 5 working days after notification to his last known address on record with the Company unless he furnishes satisfactory reasons for such

failure.

(e) -The employee is absent due to lay-off, for a period of five (5) years or a period equal to his seniority, as of the date of his continuous absence, whichever is the greater.

(f) -The employee is absent due to Worker's Compensation claim or disability leave, (subject to reversal via the Grievance Procedure or Laws precluding such termination), for a period of five (5) years or a period equal to his seniority, as of the date of his continuous absence, whichever is the greater.

Any such employee having exhausted his seniority under Article 11.5(e) and 11.5(f) will be given preferential consideration for re-hire.

11.6 Seniority List

Seniority lists, master and departmental, shall be maintained by the Company and shall be posted each three (3) months with nine copies to the Bargaining Committee.

ARTICLE 12 - JOB POSTING

12.1 Permanent Vacancy

A permanent vacancy shall be defined as an open position created by: a need to increase the work force, the termination and/or permanent transfer of an employee from an existing position. Vacancies will not be posted during the scheduled vacation period **and/or July and August.**

12.2 Non-Eligibility

Non-eligibility -An employee already in a classification is not eligible to post for (except as outlined in Article 12.3(b)), a job in the same classification within the same department. Should a vacancy occur on a Day / Midnight shift, then employees on a Multi-Shift will have the opportunity to post for a Job and vice versa in the same classification within the same department. Employees must have at least one year seniority to be eligible to post.

12.3 (a) General Vacancies

In the event the Company requires to fill a vacancy in any department (other than Sewer vacancies) they will post such vacancies in the following manner in each case for a period of forty-eight (48) hours, excluding Saturdays, Sundays and holidays and/or July and August. All eligible seniority employees in the Bargaining Unit will be allowed to apply. Selection for the vacancy will be based on seniority providing the applicant has the necessary qualifications and ability to satisfactorily perform the work available.

(b) Multi-Shift Sewer Vacancies

Should the Company require to hire or recall additional Sewers, selection for the initial vacancies will be based on a maximum of 10% from each section per shift.

12.4 The Company shall post the vacancy on the Job Posting Board and all eligible seniority employees will be allowed to apply. Selection to be made according to Article 12.3 by plant wide seniority.

12.5 All resultant vacancies (except as outlined in 12.3(b)) will be posted in accordance with the Job Posting Procedure.

12.6 (a) - Should the resultant vacancy as set out above, be filled by an employee on the Day I Midnight Shift under this Agreement, the resultant vacancy will then be posted in accordance with 12.7 and follow through the Job Posting Procedure.

(b) -This completes the cycle of transfer under the Job Posting Procedure for vacancies (other than vacancies on the Day I Midnight Shift), and the Company will take such steps as may be required to fill the remaining vacancy if any.

12.7 Day/Midnight Shift Vacancies

In the event the Company requires to fill a vacancy on the Day/Midnight shift they will post such vacancies in the following manner in each case for a period of forty-eight (48) hours, excluding Saturdays, Sundays and holidays. Day/Midnight shift vacancies (limited to 12 per month of which not more than 8 to be sewers) will be posted and any further vacancies will continue to be posted each month thereafter until all Day shift/Midnight shift vacancies have been posted. The Company shall post the vacancy Plant Wide on the Job Posting Board, and all eligible seniority employees will be allowed to apply. The resultant vacancies will be posted in accordance with 12.4 of the Job Posting Procedure.

Selection for the vacancy will be based on seniority providing the applicant has the necessary qualifications and ability to satisfactorily perform the work available.

A total of twelve (12) employees per month of which not more than 8 to be sewers to be moved within one month of the Job Posting.

This completes the cycle of transfer under the Job Posting Procedure for vacancies on the Day/Midnight Shift, and the Company will take such steps as may be required to fill the remaining vacancy, if any.

Unless 25% of a section works on multi-shift, it shall be considered a straight shift and it will be posted in accordance with job posting language.

12.8 Disqualification

Where an employee bids for and is accepted for a vacancy, he shall be given appropriate job instruction. If, however, he fails to demonstrate his ability to perform the work efficiently within ten (10) working days, or he requests to be disqualified within ten (10) working days from the Job Posting following his acceptance of the position, he shall be returned to his former department from which he was transferred in the following manner:

1 . The employee will fill a vacancy in the section, in the classification, on the shift from whence he came, should a vacancy exist at the time.

2. Failing the above, the employee will fill a vacancy in the department, in the classification, should one exist.
3. Failing the above, displace the junior employee in the classification.
4. Failing the above, the employee will displace the junior employee in the plant.

12.9 An employee requesting disqualification will be ineligible to post on any further job postings for a period of six months from date of acceptance.

12.10 The Company will then review, in order of seniority, all eligible bidders from date of disqualification for the permanent/temporary vacancy to determine if another bidder has the qualifications to satisfactorily perform the work who will be subject to the same ten (10) day period. This shall also apply when the training period has been extended.

12.11 A vacancy may be temporarily filled, pending the permanent filling of the vacancy through the Job Posting Procedure or as a result of Sickness and Accident, Workers' Compensation, and all Leaves of Absence.

Should a new hire be placed on a temporary position, the employee, upon completion of the assignment, will apply his seniority to displace a junior employee in the plant, providing the employee has the ability to perform the function.

A temporary position will be posted on a permanent basis should an employee be on long term disability leave as of twelve complete months of absence.

Seniority providing, an employee returning to work after any leave of absence will return to their classification in the department / section /shift or be declared surplus under the surplus language.

An employee who has bid successfully on a temporary job posting cannot accept another temporary job posting for a period of three (3) months from the date of acceptance unless the work to which he was transferred as a result of such successful bid is subsequently discontinued, then the employee would be free to bid on another temporary job posting.

Upon completion of a six (6) month period on a temporary job posting an employee will have the opportunity to return to the classification where the employee holds their recall rights providing such request is made in writing and submitted to the Personnel Department. An employee requesting off a temporary job posting will remain on the function pending the filling of the temporary vacancy.

An employee who has bid successfully on a temporary job posting will not be allowed to exercise surplus/recall rights.

An employee who has bid successfully on a permanent job posting cannot accept another job posting for a period of six (6) months from date of acceptance unless the work to which he was transferred as a result of such successful bid is subsequently discontinued, then the employee would be free to bid on another job posting.

An employee will be considered to have bid successfully on a Job posting upon the completion of 10 full working days following his assignment to the position. Training period may be extended by mutual agreement between Company and Plant Committee.

12.12 The Company will give the Union a copy of all job postings placed on the Job Posting Board. A copy of the applicants along with successful applicants will also be forwarded to the Union. He shall be paid the regular rate of the classification and have his name posted on the Job Posting Board within five (5) working days from date of acceptance. An employee must be available to accept and perform the work on a permanent/temporary job posting, within five working days of the date the posting is to be removed from the board, and shall receive the rate of the classification no later than the start of the Payroll Week following the date the posting is removed from the board. Company to Identify to the Plant Committee, names of employees being replaced on a temporary job posting. Successful applicant(s) will be moved within five (5) working days following acceptance of the position.

12.13 Each posting notice will define the classification requirements including the department, the shift and the section the vacancy is on, the rate of pay and the work normally performed. Employee will sign the acceptance form prior to movement.

12.14 Temporary Job Posting

Temporary Job Postings will be clearly identified as plant wide and posted as per the procedure outlined under Article 12 Job Posting.

When it becomes necessary to reduce temporary positions, the most junior employee in a temporary posting, in the department, will be reduced.

12.16 (a) - Temporary Transfers

A temporary transfer is limited to 15 working days, or duration of an employee's vacation, and beyond that the position must be posted as either temporary or permanent unless the 15 working day limit is extended by mutual consent between the Company and the Union. However, where the Company is made aware by an employee that he will be absent from work for more than 15 working days, the Company will post the position if necessary on a temporary basis under Article 12.14.

When it becomes necessary to move employees from one department or classification to another, the employees shall be paid the rate of their classification or the rate of the classification they are transferred to, whichever is greater, for the balance of their shift.

12.15 (b) -Transfer Procedure Within

Section/Department Should it be necessary to transfer employees within the Section/Department the Company shall offer by seniority by section, by shift, providing there will be a minimal disruption of production and the applicant has the necessary qualifications and ability to satisfactorily perform the work available. Should there be no volunteers, the Junior qualified employee will fill the vacancy.

(C) - Transfer Procedure To Another Department
Effective the second Monday of each March the Company will post the following classifications on the Job Posting Board provided for five working days. A listing of successful applicants will be posted within ten (10) working days from the board:

Stockperson
Quality Control Auditor
Receiving Inspector
General Maintenance
Assembler

2. Employees wishing consideration to transfer to a temporary position in another department will place their names on the transfer sheet provided for the above listed classifications.

3. Selection will be made by seniority by shift providing there will be a minimal disruption of production and the applicant has the necessary qualifications and ability to satisfactorily perform the work available. However, in the event the highest seniority employee(s) if qualified is not transferred, payment will be made to the employee(s).

4. Employees who were not available due to disability, leave of absence, layoff, or vacation at time of posting will have 5 working days from their date of return to make application in Personnel for consideration on temporary transfer under Article 12.1.5(c) 1.

5. The Company will select and adjust any transfer changes within 5 working days of application and provide a copy to the Union Committee.

12.16 Once the selection process has been completed employees must transfer, unless prevented from transferring for medical reasons.

Medical clearance and request to return to the eligibility list must be made by the employee in the Personnel Department.

12.17 Once an employee has been placed on a temporary transfer and / or a temporary posting the cycle must be completed before the employee is eligible for another temporary transfer/posting.

12.18 Should a classification have no applicants, on the temporary transfer posting, the classification will be filled by the qualified employee lowest in seniority first from within the section by shift (if such applies), second from within the department by shift, and third from within the plant by shift, providing there will be a minimal disruption of production and the employee has the necessary qualifications and ability to satisfactorily perform the work available.

12.19 Departments

The plant shall be divided into the following departments:

1. Cutting Department
2. Sewing Department
3. Quality Control Department
4. Material Handling Department
5. Maintenance Department
6. Skilled Trades

Should a new department arise during the life of this Agreement the Company shall notify the Union and post all vacancies on a Plant Wide Posting in accordance with the Job Posting Procedure.

In the event there is a new classification or a reclassification to be instituted, such classification and rate of pay will be negotiated by the Company and the Union.

12.20 Employees off work for any reason, other than layoff, must complete a job posting proxy form in the Personnel Department, on their last day worked, if they wish to be considered for new postings that may become available during such absences.

ARTICLE 13 - LAYOFFS

13.1 Layoffs of not longer duration than five (5) consecutive working days, excluding Saturdays and Sundays, shall not require an adjustment of the work force by seniority. It is understood that the Employee required will be from the pertinent shift required to work. A layoff of one (1) week (Monday - Friday) will be by section I department seniority and the pertinent shift will not apply. It is understood that employees affected by a layoff of one (1) week (Monday - Friday) cut of line of departmental seniority, will be eligible for reduced wages, paid outside of the Short Work Week plan, but payable at the percentage level of the plan, at the time of layoff.

13.2 An employee may exercise his plant seniority rights after an accumulative layoff of four (4) non-consecutive days in any calendar month.

13.3 Where It Is known that a layoff will exceed 5 working days, excluding Saturdays and Sundays, the manpower will be adjusted on a plant wide seniority basis.

13.4 A seniority employee shall exercise his seniority rights in any classification at the time of a layoff, providing he has the physical capability of performing the job efficiently in a reasonable period of time or in the event of exercising seniority into the sewer classification has satisfactorily completed the Sewing Training Program as outlined in Article 18 and has the present physical capability to perform the work.

13.5 Probationary employees will be the first to be laid off in any layoff of more than one day, except In the case when an employee is on a key job requiring training, the Company may retain, in addition to a senior employee, the probationary employee until the job is secured and no disruption of production will occur.

13.6 In the event of a reduction in the work force greater than fourteen (14) calendar days, the listed officers are to be retained at work. Should the work force fall below the number listed, it will reduce in the following order:

Guide
Sgt-at-Arms
Trustees (by natural seniority)
2nd Vice-President

Vice President
Recording Secretary
Financial Secretary
President
Bargaining Committee (by natural
seniority)
Plant Chairperson

In no event can an employee on indefinite layoff utilise this clause to affect a recall.

13.7 Surplus - Layoff

The following procedure shall apply in the event of a layoff, surplus or recall. Employees declared surplus will first exercise their seniority in the classification they are employed.

Employees with insufficient seniority will displace a junior employee in their department. Should there not be a junior employee in the department then they will apply their seniority to displace a junior employee in the plant, subject to the provisions of Article 13, Sections 13.4, in both the department and the plant. The result of the layoff and surplus procedure may be that the most junior employees in the plant will be on layoff starting with the probationary employees, subject to the provisions of Article 13, Sections 13.4 in both the department and the plant.

13.8 Employees declared surplus on a steady Day / Midnight shift will first exercise their seniority in the classification on the steady Day / Midnight shift, secondly they will exercise their seniority in the classification they are employed.

Employees with insufficient seniority will displace a junior employee in their department. Should there not be a junior employee in the department then they will apply their seniority to displace a junior employee in the plant, subject to the provisions of Article 13, Sections 13.4, in both the department and the plant. The result of the layoff and surplus procedure will be that the most junior employees in the plant will be on layoff starting with the probationary employees, subject to the provisions of Article 13, Sections 13.4, in both the department and the plant.

13.9 The Supervisor must give at least twenty-four (24) hours notice of layoff to the Committee Member and the employee affected unless such layoffs affect individuals under the Employment Standards Act in which case the layoffs will be within the confines of the Act. The twenty-four (24) hour notice shall be given on the previous work day on which the employee worked. However, it is understood that this provision does not apply with respect to circumstances beyond the control of the Company.

13.10 Due to schedule changes, absenteeism or leave of absences, it is recognised that during short periods of time of not greater than one week per occasion, employees exercising plant seniority to the sewer classification will be assigned to other classifications.

ARTICLE 14 - RECALL

14.1 On Recall from a layoff under Article 13, Section 13.1, 13.2, and 13.3, all employees will return to their previous jobs, or shall be declared surplus and maintain recall rights to their jobs as provided below.

14.2 Should the plant increase its work force following a lay-off, under Article 13, Section 13.3, surplus employees in the plant will return to their former classification in their department unless they have successfully posted in the meantime.

14.3 Further vacancies will be posted in accordance with the Job Posting Procedure and employees placed on layoff from the Plant, in order of seniority, will fill the resultant vacancies providing such employees have the necessary qualifications to satisfactorily perform the work available, subject to the provision of Article 13, Section 13.4, this then will become the employees job classification.

14.4 Surplus employees on the shift will return to their previous classification before any temporary transfers or temporary posting occur, providing there will be a minimal disruption of production. In the event the surplus employee is not returned, payment will be made to the employee from date of complaint.

However, surplus employees returning from the opposite shift will return to their previous classification at the start of the following week providing there are available employees from the applicable transfer sheets able to perform their function. Should this occur, no penalty will be assessed to the Company.

14.5 Employees exercising their surplus/recall rights shall return to their former classification/section/department. Such return shall become permanent upon completion of five continuous working days.

ARTICLES 15 - ANNUAL INVENTORY - CYCLE CHECK INVENTORY

In the event of annual/short cycle check inventory (inventory for record purposes) employees shall be requested, by departmental/section seniority providing he has the necessary qualifications and is immediately able to satisfactorily perform the work required. Sewer Leaders will be requested by section seniority. Failure to meet the required manning levels will necessitate the junior leaders in each section to work. Should the Company be unable to acquire sufficient employees, the junior employees in the department / section will be required to work the annual-cycle check inventory. Additional manpower will be requested by plant wide seniority, providing employees have the ability to perform the function.

Employees who work the annual I cycle check inventory will be available through to and Including Sunday, regardless of shift changes that may be effective on the Sunday.

Upon completion of Inventory, work will be set up for production by those working Inventory.

The annual inventory period shall be posted on the Company bulletin boards two (2) weeks prior to the actual inventory and when the selection process is completed, names will be posted.

ARTICLE 16 - DISABILITY PLACEMENT

In the event of an employee suffering a major disability, or disability due to advancing age, exception may be made to the seniority provisions of this Agreement in favour of such employee but, in the event of a layoff or recall after a layoff, he shall be subject to the seniority provisions of this Agreement which would have applied, had he not been disabled. Following recall after a layoff, exception may again be made to the seniority provisions of this Agreement in favour of such employee. Such exception to be made when agreed to mutually by the Company and the Plant Union Committee.

ARTICLE 17 - FORMATION/DISCONTINUANCE OF A STRAIGHT-SHIFT

17.1 General Provision

The parties agree that this general provision will apply during the formation of a Section/Department on to a straight shift operation and its object is to give senior employees the opportunity to work on a steady shift.

17.2 Upon the formation of a straight shift section(s), those seniority employees requesting relocation to a straight shift section, of the Department, will be requested to place their names on a notice which will appear on the Job Posting Board. The notice will run for forty-eight hours.

17.3 In the event the straight shift is discontinued, the same procedure shall apply for discontinuance as formation.

ARTICLE 18 - SEWER TRAINING PROGRAM

18.1 The Company will provide a training program (during periods of full employment or during periods when the plant has employees on Indefinite layoff) to enable seniority employees in classifications other than sewer, an opportunity to become qualified sewers in order to reduce the possibility of layoff due to inability to meet job requirements. This article will apply to those employees actively at work at time of entry into the sewer training and with greater plant seniority than sewers already in the plant.

18.2 The minimum training period will be 30 calendar days, but an employee may be disqualified, should the employee fail to show satisfactory qualifications or performance at any time during the 30 day calendar period. Determination of successful completion of the Sewing Program will be made within 80 calendar days.

18.3 An employee's seniority shall be retained in his own department and plant wide seniority will be accrued during the time spent in sewing. From date of successful completion of the Sewing Program an employee (seniority providing) will then complete a further nine (9) month period as a sewer. Upon completion of this period, the employee will return to his own department or may transfer to a sewing vacancy through the Job Posting Procedure. Time for any absence of one week or greater to be added to the nine months training period.

18.4 A posting will be placed on the Job Posting Board for one week during the second week of January each year. The Company will post, to a maximum of two (2) postings per year, should the initial posting be exhausted. Candidates that apply and qualify under the terms of this article must accept the posting or the employee will be ineligible for consideration of the posting. The candidates selected will enter training at a rate not to exceed two per month in order of plant wide seniority.

Should an employee not exercise his plant wide seniority to enter the sewing classification, during any twenty-four (24) month period after completion of the training, he may have to requalify prior to exercising his plant wide seniority into the sewing classification, for layoff purposes only.

Any employee declared surplus, following successful completion of the Sewing Program under Article 18.2, who returns to the program within twenty-four (24) months of surplus date will complete the balance of the training period. Failure to return to the Sewing Program within twenty-four (24) months from being declared surplus will require the employee to re-post.

Should the Sewer Training Posting not be exhausted by the end of the year the names will be carried forward and incorporated into the new posting in line with their seniority.

Any active employee disqualified by the Company or themselves, prior to the date of this agreement, will not be permitted to re-apply for the Sewer Training Program for a period of eighteen (18) months from the date of this Agreement.

Any active employee disqualified by the Company or themselves, after the date of this Agreement, will not be permitted to re-apply for the Sewer Training Program for a period of eighteen months from the date of disqualification.

It is understood that, upon entering the sewer training program, the full period of training on sewing will be adhered to.

ARTICLE 19 - SALARIED RETURN TO THE BARGAINING UNIT

19.1 Should a salaried employee be returned to the Bargaining Unit he will be entitled to the seniority that he previously acquired in the Unit, will bump the lowest seniority employee in his former department and he will be ineligible to post on the job posting procedure for a period of one (1) year.

ARTICLE 20 - PRODUCTION STANDARDS

20.1 It shall be the Company's responsibility to establish production standards that:

- (a) - are fair and equitable to workers; and
are based on working capacities of a normal worker; and
- (c) -give due consideration to quality of workmanship required; and
- (d) -give due consideration to personal time delays.

20.2 Before the Company studies any job and makes a record of such a job, the worker who works on the job and his Committee Member shall be notified in advance and shall be told of the purpose of the study.

20.3 Any established production standard, whether it be a new one or the result of a change, may be grieved on the grounds that it does not conform to the provisions of the Article. In accordance with the Grievance Procedure, complaints not resolved will be referred to Step No. 1 and submitted to the Manager of Industrial Engineering.

20.4 During such Grievance Procedure the Union may at Step No. 2 of the Grievance Procedure, if they so desire, have their National Representative Time Study Engineer present to examine all the data which the Company has pertaining to the dispute, and may also examine and study the job. Standards Information and data will also be made available to the Union in writing upon request.

20.5 An established production standard where no grievance has been filed shall not be changed except for the following extent:

(a) - To correct an arithmetic error. In which case only the arithmetic error shall be corrected.

(b) -When the Company makes a change in the job which makes it possible for the worker to do the job in less effort. In which case, the change in the production standard shall reflect no more than the change in the job.

(c) -When the Company makes a change in the job which requires the worker to use more time and/or effort. In which case the change in the production standard shall reflect the change in the job.

20.6 Should a production standard be disputed by the Union, it is agreed that after normal investigative procedures have been followed, the final resolution will be by the stop watch method.

20.7 Prior to any job being studied the Union Committee Member of the area in which the study is to be taken will be notified verbally by the Industrial Engineer in the presence of the Supervisor.

20.8 If for any reason the study is cancelled or deferred the Union Committee Member shall be notified of the cancellation or deferment by the Industrial Engineer in the presence of the Supervisor. The reasons for cancellation or deferment shall also be given.

20.9 Prior to a deferred study being taken at a later date the Committee Member of the area involved shall be renotified by the Industrial Engineer in the presence of the Supervisor.

20.10 A record log of the notifications for each study, shall be kept in the Industrial Engineering Department.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

21.1 The normal workweek shall consist of 5 days per week, Monday to Friday, inclusive of 8 hours per day. Any time worked over 40 hours per week shall be considered overtime and paid for at time and a half. Any time worked over 8 hours per day shall be considered overtime and paid for at time and a half. (Employees absent for any reason during the hours between the regular starting and regular quitting time of their respective shifts and who return to work during the hours of such shift shall be credited as having worked the eight (8) consecutive hours for the purpose of computing overtime payment herein.) Nothing herein shall be construed as entitling the employee to receive overtime pay twice in respect of the same overtime work. Time and a half shall be paid for all work performed on a Saturday. Double time shall be paid for all work performed on Sunday.

- 21.2 (a) - Normal 8 hour shift will start between the following hours:
1st Shift-Starting times will be between 6:00 A.M. and 5:00 A.M.
2nd Shift - Starting time will be between 2:30 P.M. and 4:30 P.M.
3rd Shift-Starting times will be between 11:00 P.M. and 1:30 A.M.

(b) - Butted Shift Operations - when operations are required on three equal shifts, the normal hours of work will be:

Days	7A.M. - 3 P.M.
Afternoons	3P.M. - 11 P.M.
Midnights	11 P.M. - 7A.M.

Employees working such operations will receive a 20 minute paid lunch. The start of the week for the third butted shift operations will be 11 P.M. Sunday night.

21.3 Shift hours will be posted on the bulletin boards designating starting time; quitting times; rest periods and lunch periods.

21.4 The Company will notify the Union of changes in such posted information in advance of implementation and inform them of the reasons for the change.

21.5 The Company will not change the employee's starting time when established on the first standard work day of the regular scheduled workweek. If, however, it becomes necessary for the Company to change the employee's starting time during such week, then all work performed before the regular starting time and after the regular quitting time shall be considered as overtime and take the overtime rate of pay for the first day only with the exception of the following:

- (a) — When an employee exercises seniority.
- (b) — When an employee is laid off and called back to work.
- (c) — When an employee has been selected and accepts a job posting which is exercised during the week.
- (d) - When an employee is recalled to his home department during the week.

21.6 When overtime is necessary, the Company will give the employees twenty-four (24) hours notice except where prevented from doing so because of circumstances beyond the control of the Company. In such cases the Company will make every effort to notify employees prior to noon of the day concerned. In any event the Company will advise the Committee Chairperson and Committee Person concerned before the employees are notified.

21.7 It is recognized that the Company's operations are of such a nature which at times require overtime work. Overtime will be obligatory up to 8 hours a week. Any overtime over eight hours per week will be voluntary unless mutually agreed upon between the Union and the Company. Further, any overtime on a weekend immediately following a Friday holiday or a weekend immediately preceding a Monday holiday will be voluntary.

21.8 (a) **Daily Overtime - Unscheduled (One Hour or Less)
(Production Areas including Cutting)**

Unscheduled overtime will be offered to the employees in the Cell / Section / Department who normally perform such work in the classification on the same shift.

(b) **Daily Overtime - Scheduled
(Production Areas Including Cutting)**

Overtime will first be offered to employees who normally perform such work in the classification within the Section I Department. When overtime is required, employees will be scheduled from the seniority listing (each Wednesday), on a seniority rotating basis from the required Section / Department. It is understood that changes to daily overtime will necessitate employees changing their scheduled overtime. Employees who are not available for the date overtime is scheduled, will be recorded as offered for the purpose of balancing overtime. These overtime records will be available at the Supervisor's station for review upon request by Employees or Plant Committee. No records will be kept when total Section / Department / Plant is scheduled.

Whenever one shift of an unbalanced-shift section is scheduled to work, records will be maintained.

21.9 **Weekend Overtime (Production Areas including Cutting)**

(a) Overtime on a weekend will first be offered to employees who normally perform such work in the classification within the Section I Department, giving preference to the applicable shift employees first. When overtime is required, employees will be scheduled from the seniority listing (each Wednesday), on a seniority rotating basis from the required Section I Department. Supplementation will be offered to same classification from the pertinent shift section.

Whenever one shift of an unbalanced-shift section is scheduled to work, records will be maintained.

Further supplementation will be offered to the same classification on the opposite Shift I Section I Department as outlined above. Junior employees will work if the required manpower is not attained from the required Section I Department on the pertinent shift. Employees who are not available for the date overtime is scheduled, will be recorded as offered for the purpose of balancing overtime.

These overtime records will be available at the Supervisor's station for review upon request by Employees or Plant Committee. No records will be kept when total Section / Department / Plant is scheduled.

(b) Overtime On Partial / Single Shift Operation

When time and circumstance permit, the Company is willing to consider individual requests to decline overtime assignments offered with no notation made on the employee's absentee record, where partial operations or a single shift of multi-shift department are scheduled. and there are qualified people who normally perform the work available and willing to work.

(c) Afternoon / Midnight Shift Supplementation

When employees request to be excused from overtime assignments, and time and circumstance permits, employees to supplement on Day Shift overtime will first be requested from the Afternoon Shift and employees to supplement on Afternoon Shift will first be requested from the Midnight Shift.

(c) Overtime - Support Areas

As far as reasonably possible, overtime will be equitably distributed among those employees who normally perform such work in the classification on a departmental basis by shift. Overtime records will be kept up to date by the Company and posted in the Department on a weekly basis.

Overtime on a weekend will be equitably distributed among those employees who normally perform such work in the classification on a department basis, by shift, giving preference to day shift employees first.

Equalization of overtime shall commence on January 1st of each year commencing with the senior employees, using the procedure of charging and recording all overtime worked or offered except in the following situations:

1. Overtime offered to a classification and department other than their own and refused.
2. Overtime offered and refused within twenty-four (24) hours of the scheduled overtime shift.
3. Inventory I cycle check inventory.
4. Premium payments for shift changes.

(e) Overtime On Partial / Single Shift Operation

When time and circumstance permit, the Company is willing to consider individual requests to decline overtime assignments offered with no notation made on the employees absentee record, where partial operations or a single shift of a multi shift department are scheduled and there are qualified people who normally perform the work available and willing to work.

(f) Afternoon I Midnight Shift Supplementation

When employees request to be excused from overtime assignments, and time and circumstance permit, employees to supplement on Day Shift overtime will first be requested from the Afternoon Shift and employees to supplement on Afternoon Shift will first be requested from the Midnight Shift.

21.10 In the event overtime has not been equitably distributed as set out in Article 21.8 or 21.9 and a complaint has been made by an employee within five (5) normal working days from the alleged violation the employee will be given an opportunity to work the next partial overtime or overtime on a weekend within the 30 day period following the complaint providing the complaint is legitimate, there is overtime available and the employee can satisfactorily perform the required function.

If a legitimate complaint has been filed by an employee who was by-passed for overtime and not offered additional overtime in accordance with Article 21.9, payment will be made at the appropriate rate.

Probationary and Seniority Employees transferred or recalled to other classifications, departments or shifts shall be credited for more than five consecutive days in one week with the highest hours (as established by procedure agreement between Union/Company) of the department in a day shift area or an applicable multi-shift area. Such procedure to exclude Plant Committee hours for calculation of highest hours.

Excluding vacation, employees on lay-off (from their classification), leave of absence, sick leave, compensation, shall be charged for overtime as it occurs in the classification on the same basis as if they were employees in the classification.

21.11 Reporting Pay

An employee called or permitted to come to work for the Company for whom no work is available shall be paid four (4) hours time at the hourly rate he would have received if he had actually worked. This provision shall not apply when such lack of work is due to a fire, flood or other just cause.

21.12 Stand-By Allowance

Should an employee agree to stand-by awaiting notification to be called into work, compensation of 4 hours straight time will be paid if the employee is not called in.

21.13 Call-Back Allowance

When an employee has left the premises after completion of his normal shift or after having discharged the special duties which he has agreed to perform for the Company and is called upon to return to the plant for emergency duties, prior to the time regularly scheduled for him to resume his duties, he shall receive pay for a minimum of 4 hours at the appropriate rate as provided under Article 21, Section 21.1

21.14 It is understood that stand-by allowance will not be paid should an employee receive pay for call-back allowance.

21.15 The Company agrees that in the event an employee is late three (3) minutes, no deduction of pay will be made on the first such occurrence in any one week.

21.16 Multi-Shift Program

(a) - It is agreed that unless specified in this Agreement or by mutual consent between the Union and the Company, Shift Rotation will be applicable to all employees in Multi-Shift departments.

(b) - Third shift rotation

Shift rotation (for the Third shift) will not be required should a third shift be deemed necessary.

(c) - Unbalanced shift rotation

Shift rotation by an employee may be waived during periods of unbalanced shift rotation in multi-shin departments/sections, providing employees can accommodate each other and have the necessary ability to immediately perform the function. However, should an employee select this option, he will remain on the second shift during the period of his applicable department/section unbalanced shift. Any specialized training deemed necessary which requires the employee to move to the day shift, the Company will meet with the Union and outline the specific training program.

21.17 - Specialized Training Movement/Rotation

Should any specialised training be required within any non production classification, rotation may take place within that classification group.

ARTICLE 22 - PAID HOLIDAYS

22.1 Eligible seniority employees will be paid eight (8) hours of regular earnings provided he meets all of the following eligibility rules unless otherwise provided herein:

(a) -The employee has seniority as of the date of the holiday,

(b) -The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and

(c) - The employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday within the scheduled workweek. An employee excused by management from work on the last scheduled working day prior to or on the next scheduled working day after such holiday within the scheduled workweek, but not both, shall be deemed to have met the requirements of this Paragraph (c).

(d) -In the case of a series of holidays falling on consecutive work days (i.e. Christmas fill), the employee must have worked the last scheduled working day prior to the Holiday period in order to qualify for the 1st half of the Holiday period. An employee must have worked the 1st scheduled working day following the Holiday period In order to qualify for the balance of the Christmas Holiday period, unless the employee is placed on layoff on the first day following the Christmas Holiday period.

(e) - Employees Retiring on December 31

An otherwise eligible employee who retires on December 31 and who works the last scheduled working day prior to the Christmas Holiday Period is eligible for Holiday pay to the end of the year.

22.2 If the employee had been scheduled to work on the day prior to or the day succeeding the holiday he must have worked the scheduled shift on each day. The employee will not be eligible for pay ment should he be late, without reasonable cause, more than 2 hours on either or both of the qualifying shifts.

22.3 It is further agreed that there shall be no duplication of payment for the same day or days arising out of the terms of this article.

22.4 An employee who agrees to work on the day of observance of a holiday and who, without reasonable cause, fails to report for and perform such work, shall be ineligible for holiday pay.

22.5 It is further provided that, should an employee qualify for holiday pay for one or more of the above holidays and receives Accident and Sickness or Workers' Compensation benefits for that holiday(s), his holiday pay shall be reduced by the amount of Accident and Sickness or Workers' Compensation benefits paid for that day(s).

22.6 Any employee who works on a paid holiday shall be paid at the rate of double his regular straight time hourly rate for such work, this is to be in addition to the normal days pay for those employees with seniority.

22.7 Employees Laid Off, Going on Sick and Pregnancy Leave, Personal Leave or on Workers' Compensation

An eligible employee who has been laid off in a reduction of force or who has gone on sick and pregnancy leave, granted personal leave, or on Workers' Compensation will be eligible for holiday pay provided he worked his last scheduled work shift in the fourteen (14) calendar day period before a holiday, except that as it relates to the Christmas fill period holiday pay shall be limited to the first half of the holiday period.

22.8 Employees Returning from Layoff, Sick and Pregnancy Leave, Personal Leave or on Workers' Compensation

An eligible employee on layoff, on sick and pregnancy leave, granted personal leave or on Workers' Compensation who returns to work following the holiday will be eligible for holiday pay provided he worked his first scheduled work shift in the fourteen (14) calendar day period after a holiday, except that as it relates to the Christmas fill period holiday pay shall be limited to the last half of the holiday period.

22.9 Where required to accomplish filling the Christmas New Year period, additional holidays will be added to the holiday schedule. For the purpose of this agreement, the following days are holidays:

1st Year 1996 - 1999

Thursday, December 24, 1998}
Friday, December 25, 1998}
Monday, December 28, 1998} Christmas Holiday Period
Tuesday, December 29, 1998}
Wednesday, December 30, 1998}
Thursday, December 31, 1998}
Friday, January 1, 1999}
Friday, April 2, 1999 Good Friday
Monday, April 5, 1999 Easter Monday
Monday, May 24, 1999 Victoria Day
Friday, July 2, 1999 Canada Day
Monday, August 2, 1999 Civic Holiday
Monday, September 6, 1999 Labour Day
Monday, October 11, 1999 Thanksgiving Day

2nd Year 1999-2000

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

3rd Year 2000 - 2001

Monday, December 25, 2000
Tuesday, December 26, 2000 }
Wednesday, December 27, 2000) Christmas Holiday
Period
Thursday, December 28, 2000)
Friday, December 29, 2000}
Monday, January 1, 2001}
Friday, April 13, 2001 Good Friday
Monday, April 16, 2001 Easter Monday
Monday, May 21, 2001 Victoria Day
Monday, July 2, 2001 Canada Day
Monday, August 6, 2001 Civic Holiday
Monday, September 3, 2001 Labour Day
Monday, October 8, 2001 Thanksgiving Day

ARTICLE 23 - VACATION PAY

23.1 Every employee who has been in the employment of the Company during the following period will be entitled to Vacation Pay based on their continuous service as of June 30th, as follows:

Continuous Service	Pay % or Hours Whichever Is Greater	Time-Off
Up to Six Months	4%	None
Six Months to One Year	4%	1 Week
One to Three	4% or 66 Hours	2 Weeks
Three to Six	5% or 66 Hours	2 Weeks
Six to Ten	6% or 126 Hours	3 Weeks
Ten to Fifteen	8% or 128 Hours	3 Weeks
Fifteen to Twenty	9% or 168 Hours	4 Weeks
Over Twenty	10% or 208 Hours	5 Weeks

In calculating the above, employees who have worked less than one thousand (1,000) hours, shall be entitled to receive vacation pay based on percentage of the earnings during such twelve (12) month period of the vacation year. Employees who have worked at least nine hundred (900) but less than one thousand (1,000) hours shall be entitled to vacation pay equal to at least eighty (80) percent of their entitlement based on the number of hours of pay applicable in the above schedule.

23.2 The above percentages shall be calculated on their total annual earnings during the year ending May 29, 1999 . May 27, 2000 - May 26, 2001 of the year of vacation pay. In cases where employees have at least 1,000 hours worked in the vacation year and have received Sickness and Accident (S&A) benefits or Workplace Safety and Insurance Board (WSIS) during the year the vacation pay calculation shall include a credit for 40 hours for each week during which such employees received full week S&A or WSIS benefits, in addition to total earnings from the Company.

Employees who retire with greater than one thousand (1,000) hours worked, will receive vacation pay at the rate as outlined in Article 23.1 or the vacation percentage schedule if less than one thousand (1,000) hours are worked.

Upon termination of employment, an employee will be eligible to receive vacation pay based on regulations as set out in the Employment Standards Act. The vacation pay calculation as outlined above does not include previous vacation pay.

23.3 For the purposes of Vacation entitlement the annual period will be from July 1st until June 30th of the following year.

23.4 The annual vacation shutdown period will be selected by the Company and such employees shall be paid on the basis set out

23.5 The dates of the Annual Vacation Periods will be posted on the notice boards by May 1st each year. In allotting choice vacation periods the following procedure will apply: Those employees entitled to three or more weeks vacation will make application on forms provided by The Company indicating whether or not they wish consideration for additional week(s) in conjunction with the Plant Vacation Shutdown period and/or for consideration for additional week(s) commencing August 1st to June 30th. Employees requesting additional week(s) from August 1st to June 30th will indicate three (3) choices but not more than one (1) choice in any one month.

Twenty percent (20%) of those employees with three (3) or more weeks of vacation entitlement requesting vacation in conjunction with the Plant Shutdown will be granted approval by the Company. It is understood for the period noted above that in the non-production departments the Company will be allowed to re-schedule vacations should the number requesting vacation interfere with the Company maintaining an adequate staff which is qualified and able to do the necessary work during this period. Employees with approved week(s) vacation in conjunction with the Vacation Shutdown period will not be eligible to apply for a further three (3) year period. Employees entitled to 3 weeks or more vacation must indicate their vacation preference, as the Company may exceed the percentage figure noted above in any one year.

For employees requesting vacations from August 1st to June 30th approval will be at the discretion of the Company.

It is further understood that in the event the vacation shutdown period is greater than two weeks, vacations approved August 1st to June 30th will be considered as approved leaves of absence and the additional shutdown period designated as Vacation.

In allotting choice vacation periods, the Company will give priority of choice to those having the greatest seniority. Application forms will be available in the Personnel Department May 1 st. In order to be given consideration the Vacation Choice Application Forms must be completed and returned to the Personnel Department within 3 normal working days from May 1st. Vacation approvals will be announced by not later than May 15th of each year. In the event the Company schedules production during a vacation shutdown period, the Company will canvass by seniority in the production areas, on a department basis those employees with less than three weeks vacation to work prior to those employees with three or more weeks of vacation entitlement.

Employees with three or more weeks vacation entitlement may request Early Vacations prior to June 30th. Early vacation requests must be submitted one month prior to vacation request date; upon vacation approval one early vacation payment cheque upon request, will be Issued prior to commencement of early vacation.

An employee may request to defer a portion of their vacation entitlement and corresponding vacation pay in accordance with the application time frame indicated previously in this article.

23.6 Vacation pay as above shall be paid to the employee prior to commencement of his annual vacation.

ARTICLE 24 - LEAVE OF ABSENCE

24.1 General

(a) -The provisions of this Article are for the purpose of maintaining uninterrupted seniority rating during authorized period of leave of absence and for no other purpose.

(b) -A leave of absence of one (1) day may be granted by the employee's Immediate Supervisor, except in cases involving the working day before, or the working day following a statutory holiday, excluding Saturday and Sunday, which must be approved in advance in writing by the Personnel Manager or his designate. Such application to be submitted at least five (5) normal working days prior to the day requested off.

(c) -The Personnel Manager or his designate may grant an employee a temporary leave of absence providing it has been processed through the employee's Supervisor. A leave of absence must be applied for in writing and in no case be issued for more

than one month. At the expiration of this period, should circumstances warrant, an extension of the leave may be granted by the Personnel Manager or his designate.

24.2 An employee requesting a leave of absence will make application to the employee's supervisor on a five (5) part request form supplied by the Company. The fifth (5) part of this form will be retained by the employee for his record. The Supervisor to forward Leave of Absence request form to Personnel for approval.

If the employee is not advised of the status of his leave of absence request within ten (10) working days from the date of application he must sign the "No Response Portion" of the leave of absence request form in the Personnel Department. If the request is not processed within an additional two (2) working day period, it shall be considered to be granted. The advance notice shall not apply to the months of July and August of any year.

24.3 An employee who engages in gainful employment while on such leave or renewal thereof, except for the purpose of rehabilitation, shall lose his seniority rights unless specific provisions are made in advance to cover this circumstance. The Plant Chairperson will be given a copy of all leaves of absence whether approved or not.

24.4 Personal

Under certain private and personal conditions an employee may not wish to divulge his reasons to anyone other than the Personnel Manager. Under these circumstances an employee may apply directly to the Personnel Manager who may grant a leave of absence at his discretion. Such leaves of absence will be subject to the same limits and conditions in Article 24, Section 24.1 (c) of this Article. The Plant Chairperson will be notified, in writing, of the employee's name receiving such approved leave of absence.

24.5 Sick Leave

A seniority employee who is unable to work because of an illness or non-industrial injury and who furnishes satisfactory evidence thereof shall be granted a leave of absence while disabled for an indefinite period subject to paragraph 11.5(e) of Article 11. The employee will return to work in accordance with his seniority, provided he furnishes to the Company, satisfactory medical evidence of recovery no later than one (1) work day prior to the date of return. In the event an employee is returning to work with medical restrictions, a "Physician Referral Form" must be submitted to the Company no later than three

working days prior to the proposed date of return for review by the Placement Committee. The employee shall contact the Company, for information on possible placement, one (1) work day prior to the proposed date of return.

24.6 (a) - Pregnancy Leave

Seniority employees who become pregnant shall be granted a leave of absence from employment, in accordance with provincial/federal legislation to a minimum of 6 months from the date of commencement of such leave, but may be of a shorter duration upon request. Such leaves may be extended beyond six (6) months, upon presentation of a doctor's certificate stating the necessity thereof.

(b) -Adoption Leave

Seniority employees shall be granted leave of absence from employment.

The leave of absence shall be limited to six (6) months from the date of commencement of such leave, but may be of a shorter duration upon request. Such leaves may be extended beyond six (6) months due to extenuating circumstances.

24.7 Bereavement Pay

(a) - When death occurs in the employee's immediate family, a seniority employee, on request, will be excused, and after making written application therefore, receive payment for up to three (3) normally scheduled days of work (excluding Saturdays, Sundays and holidays, or, in the case of seven-day operations, excluding regular off days and holidays) during the period commencing with the date of death and ending with the second calendar day after the day of the funeral, provided the employee attends the funeral. The employee's immediate family means the following persons:

Spouse,
Parent,
Stepparent or Grandparent,
Parent, Stepparent or Grandparent of current spouse,
Child or stepchild,
Grandchild,
Brother or Stepbrother,
Sister or Stepsister,
Half-Brother or Half-Sister,
Son-In-Law or Daughter-In-Law,

(a-i) - One day provided for Brother-in-Law or Sister-in-Law

(b) -The employee shall receive Bereavement Pay for the first three (3) full working days on which the employee is absent during the period established in Subsection (a).

(c) -An employee who returns to work on or after the date of the funeral will not be eligible for Bereavement Pay for any subsequent absence in connection with that bereavement.

(d) - Payment shall be made at the employee's straight-time hourly rate on the last day worked exclusive of shift and overtime premiums but including seven-day operations premium and the amount of any cost-of-living allowance then in effect. Time thus paid will not be counted as hours worked for purposes of overtime.

24.0 Union Office Leave

(a) -Any employee who is elected or selected for a full time position with the Union shall be granted a leave of absence for a period of one year, with extension privileges, and while on such leave of absence shall not lose his seniority status, but shall enjoy accumulative seniority.

(b) - The Company will grant any member of the Union elected or appointed by the Union to do temporary work for the Union or to attend Union Conventions, Conferences or other Union business, a leave of absence for a period of not exceeding three (3) months, providing the number of employees does not exceed (20) twenty employees at the same time, and that there are no more than two (2) employees per department /section/ shift unless such employees are Union Officers, and that the Company is given at least four days notice whenever possible. The pay for such leave of absence will be advanced by the Company, on a weekly basis, who will bill the local Union once per month at the employee's regular hourly entitled earnings paid as a result of the Union leave, and the Union agrees to promptly reimburse the Company.

24.9 Conviction - Arising Out of the Operation of a Motor Vehicle

An employee shall be granted a leave of absence not exceeding 180 calendar days during which he is serving a sentence of imprisonment imposed for a conviction arising out of the operation of a motor vehicle. If an extension is required the employee may apply under the provision of Section 24.4 of this Article.

24.10 Jury Duty Leave

Any seniority employee who is called to and reports for jury duty or as a subpoenaed witness shall be paid the difference between his jury duty payment or witness payment and his regular straight time pay for each day partially or wholly spent in performing jury duty or as a subpoenaed witness if the employee would otherwise have been scheduled to work for the Company and does not work. A further such leave may be granted by the Personnel Manager or his designate. In order to receive payment under this section an employee must give the Company prior notice that he has been summoned for duty and must furnish satisfactory evidence that the duty was performed on the days for which he claims such payment.

24.11 Leave For Elected Or Appointed Office

Leave of absence shall be granted to fill an elected office in the municipal, provincial or federal government for a period of one term or an appointed position of the Provincial or Federal Government. Additional leave will be granted, if requested, in the event of re-election.

A leave of absence shall be granted to fill an appointed position in the municipal government where mutually agreed by the Company and the Union.

Where any such leave is for 3 hours or less per day, any elected union office will be left vacant for such period.

ARTICLE 25 - HEALTH AND SAFETY

25.1 There shall be a Health and Safety Committee of four (4) members, two (2) appointed by the Union, two (2) appointed by the Company.

25.2 The Union Health and Safety Committee members will tour the plant once a month and meet with the Company Health and Safety Committee to make recommendation to the Company, on the Health and Safety of the employees, and copy of the recommendation shall be forwarded to the Union. Copies of the minutes of this meeting will be posted on the Company Bulletin Boards.

25.3 Should the Safety Inspector from the Ontario Government tour the plant, there shall be a member of the Union Safety Committee in attendance, or in the absence of the Health and Safety Representative the Plant, Chairperson will accompany the Inspector. Copies of any subsequent correspondence from the Company to the Ministry of Labour shall be supplied to the Union Health and Safety Committee.

25.4 The Company agrees that the members of the Safety Committee shall attend all Safety seminars as directed by the Corporation and shall be paid at their normal wages plus expenses. It is understood, should the Company send only one person from the Company Safety Committee, the Union would be entitled to payment for only one person from the Union Safety Committee under this provision.

25.5 It is further agreed that each Union Committeeperson, as part of his responsibility under the Collective Bargaining Agreement, can take up any health or safety problem with the appropriate Supervisor for review and resolution.

In the event the Committeeperson is not satisfied with the Supervisor's handling of the matter, the Committeeperson will refer it directly to the Safety Committee.

25.6 Safety Shoe Allowance:

The Company will provide a safety shoe allowance, for all Skilled Trades, Material Handling, General Maintenance and designated Cutting Department employees, of **\$100.00** per year toward the purchase price. Where unusual wear and tear, but not abuse, requires an additional pair, an additional **\$100.00** authorization will be available. If any of the above eligible employees purchase safety shoes, the safety shoes must be worn.

25.7 Minute of Silence:

A minute of silence will be observed each year on April 28th at 11:00 a.m in memory of those persons who have died in Industrial Accidents, Employees will observe a minute of silence each December 6th at 11:00 a.m. in recognition of violence against women.

25.6 Ergonomics:

Two members from the Committee and Company representatives will review the practical problems of Ergonomics in the work place. Union ergonomic committee members will request, through the Personnel Manager, to attend Health and Safety meetings should specific ergonomic issues arise.

25.9 Prescription Safety Eye Wear Program:

The Company will provide prescription eye wear for any employee required to wear eye protection as part of their normal job function. Employees must obtain their safety eye wear from a distributor designated by the Company, and must obtain a voucher from the Personnel Department prior to obtaining the eye wear.

25.10 Coveralls/Smocks:

Coveralls / Smocks will be Issued only to employees in Skilled Trades, Material Handling and General Maintenance and they will be properly maintained.

A system will be put into place whereby the employee will take a voucher to the designated supplier to a maximum of two (2) pair per year (one (1) of which may be insulated).

25.11 Safety Talks:

The Company will continue to provide periodic Safety Talks for all employees.

25.12 Notification On New Equipment:

As agreed upon during negotiations, the Company will notify the Plant Chairperson, Skilled Trades Committeeperson, Area Committeeperson and Joint Health and Safety Committee of any new equipment (not replacement equipment of a similar technology).

25.13 First Aid and C.P.R. Training:

The Company will continue its current practice of providing First Aid and C.P.R. Training and will, once a year, offer employees the opportunity to apply for first aid and CPR training in order to maintain present levels of certified first-aiders.

25.14 Safety Procedures:

The following is a list of Safety Procedures in place at Canadian Fabricated Products:

- . New Hire Training
- . Machine Guarding
- . Heat Stress
- . Material Safety Data Sheets
- . Safety Concerns
- . Bloodborne Pathogens
- . Confined Space
- . Electrical Safe Work Practices
- . Emergency Response and Evaluation Plans
- . Forklifts - Powered Industrial Trucks
- . Ground Faults/Assured Grounding
- . Hazard Communications
- . Ladder Safety
- . Lockout/Tagout -Control of Hazardous Energy
- . Working Alone
- . Noise Exposure - Hearing Conservation
- . Respiratory Protection
- . Welding, Cutting, Brazing for Maintenance Repair
- . Personal Protective Equipment
- . Asbestos Control
- . W.H.M.I.S.
- . Air Quality Sampling
- . Preventative Maintenance

The above procedures, will remain In effect during the term of the Agreement.

25.15 Worker's Right to Refuse Unsafe Work:

Should the "Worker's Right to Refuse Unsafe Work", under the Occupational Health and Safety Act, be revoked by future legislative changes, the following procedure will be applicable:

. Upon refusing to work or do particular work, the worker shall promptly report the circumstances of his / her refusal to his / her Supervisor who shall forthwith investigate the report In the presence of the worker and, a Health and Safety representative, who shall be made available, and who shall attend without delay.

. Until the investigation is completed, the worker shall remain in a safe place near his work station.

Where, following the investigation or any steps taken to deal with the circumstances that caused the worker to refuse to work or do particular work, the worker has reasonable grounds to believe that, the equipment, machine, device, thing or the physical condition of the work place that was the cause of his refusal to work continues to be likely to endanger himself or another worker, the worker may continue to refuse to work.

Since Johnson Controls Inc. is committed that no employee be subjected to working in an environment that presents imminent danger to their safe well being, anytime an employee is placed in a position as described above and believes the company is not living up to this commitment, he or she may lodge a written Health and Safety concern that will be reviewed by the Health & Safety Committee along with the Plant Manager or his designate within twenty-four hours.

In the meantime, the employee may request to be re-assigned to another job. If a reassignment is not feasible, the employee will be sent home with pay. In such a case, however, it will be with the understanding that once a final ruling is made by the Plant Manager, subject to the approval of Johnson Controls Inc., Group Human Resource Department, he or she may not be paid for the time not worked.

The Company agrees that all of the above is subject to the Grievance Procedure.

25.16 The Company agrees that all present practices and procedures with respect to matters of Health and Safety will continue for the life of this agreement.

ARTICLE 26 - REST PERIODS

26.1 The Company will provide for rest periods of ten (10) minutes in each half shift and the paid lunch will be eliminated.

26.2 When overtime is scheduled for more than one (1) hour employees will be granted a ten (10) minute rest period at the conclusion of their normal scheduled shift.

ARTICLE 27 - BULLETIN BOARDS

27.1 The Company will make available five (5) bulletin boards, one in each Cafeteria and two in the Employees entrances for the Union's use. The Union will submit all notices to the Personnel Manager or his designate for approval prior to posting such notices. A Trading Post Board will be made available for the Sales of Articles.

ARTICLE 28 - WAGES

26.1 The Company and the Union agree that the scale of wages for the job classifications in the Bargaining Unit shall be as set out in Section 28.5. Schedule A.

26.2 (a) - Any new Skilled Trades employee hired on or after the effective date of the Agreement shall be paid at a rate \$.45 per hour less than the rates in effect on the employee's date of hire as set out in Section 26 of the Collective Bargaining Agreement, and shall be advanced by 5.15 per hour on the 41st calendar date after hire and by an additional 5.30 per hour on the 81st date after hire.

(b) - New employees hired on or after the effective date of this Agreement who do not hold a seniority date in the Bargaining Unit and are not covered by the provisions of Subsection (d) below, shall be hired at a rate equal to eighty-five percent (65%) of the maximum base rate of the job classification, other than a skilled classification. Such employees shall receive an automatic increase to:

(1) -Ninety percent (90%) of the maximum base rate of the job classification at the expiration of one hundred and eighty (180) days.

(2) - Ninety-five percent (95%) of the maximum base rate of the job classification at the expiration of three hundred and sixty-five (365) days.

(3) - The maximum base rate of the job classification at the expiration of five hundred and forty-five (545) days.

Such an employee who is laid off prior to acquiring seniority and who is m-employed in the Bargaining Unit within one year from the last day worked prior to layoff shall receive a rate upon re-employment which has the same relative position to the maximum base rate of the job classification as had been attained by the employee prior to layoff. Upon such re-employment, the credited rate progression period of the employee's prior period of employment in the Bargaining Unit shall be applied toward his rate progression to the maximum base rate of the job classification. For the purpose of applying the provisions of Subsections (b), (c), and (d) only, an employee will receive credit toward acquiring the maximum base rate of the job classification effective with the first day worked and will include the subsequent days of that pay period.

Thereafter, such employee will receive credit for seven days for each pay period during which the employee works except that credit will not be given for any days the employee is on layoff. Credit will not be given for any pay period during which for any reason, the employee did not work except in cases of disability for Injury or occupational disease compensable under the Workers' Compensation Act and in the case of the pay period in which the full week of the Christmas Holidays fall, provided the employee would otherwise have been scheduled to work. Each Increase shall be effective at the beginning of the first pay period following the completion of the required number of days of employment.

(c) - A laid-off seniority employee hired in a job classification other than Skilled Trades, shall receive a base rate upon re-employment which has the same relative position to the maximum base rate of the job classification as had been attained by the employee prior to layoff from the Bargaining Unit. Such employee shall continue to be covered by the rate progression provisions in effect during his prior Bargaining Unit employment. Upon such re-employment, the credited rate progression period of the employee's prior period of employment in the Bargaining Unit shall be applied toward his rate progression to the maximum base rate of the job classification.

(d) - New employees hired on or after the effective date of this Agreement, who do not hold a seniority date in the Bargaining Unit but were formerly employed and had acquired seniority in the Bargaining Unit and who had broken such seniority due to being laid off for a continuous period equal to the seniority he had acquired at the time of such layoff period or due to having retired for reasons other than total and permanent disability shall receive a base rate upon re-employment which has the same relative position to the maximum base rate of the job classification as had been attained by the employee in his

prior Bargaining Unit employment. Such employee shall continue to be covered by the rate progression provisions in effect during his prior Bargaining Unit employment. Upon such re-employment, the credited rate progression period of the employee's prior period of employment in the Bargaining Unit shall be applied toward his rate progression to the maximum base rate of the job classification.

(a) -The foregoing Subsections b) through (d) shall not apply to job classifications covered by the Skilled Trades section of the Agreement.

28.3 The Company agrees to pay employees on Thursday of each week on Company time for the pay period ending the previous Saturday midnight.

26.4 Employees working on a night shift shall receive an off shift premium of 35 cents per hour. A night shift shall constitute any regular shift in which the majority of hours fall between 5 P.M. and 7 A.M. Nothing herein shall be construed as entitling any day shift employee who works overtime between the said hours to off shift premium in addition to his overtime pay.

28.5 Classifications - Schedule "A" Base Hourly Wage

Rates Effective

Classification	Dec. 21, 1998	Dec. 20, 1999	Dec. 18, 2000
Assembler	\$15.38	\$15.38	\$15.73
General Maintenance	15.38	15.38	15.73
Assembler — Cutting	15.62	15.62	15.97
Sewer	15.82	15.82	16.17
Stockperson	15.82	15.82	16.17
Quality Control Auditor	16.12	16.12	16.47
Receiving Inspector	16.12	16.12	16.47
Tool Crib Attendant	16.12	16.12	16.47
Truck Driver	16.12	16.12	16.47
Gerber Operator	16.17	16.17	16.52
Transport Driver	16.62	16.62	16.97

Skilled Trades

Lift Truck Repair	\$20.01	\$20.51	\$21.01
Sewing Machine Repair	20.01	20.51	21.01
Steel Rule-Die Maker	20.01	20.51	21.01
Millwright	20.01	20.51	21.01
Tool & Die Maker	20.21	20.71	21.21
Electrical Technician	20.22	20.72	21.22
Sewing Machine Repair Learner	18.01 (Starting Rate)	18.51	19.01
Leader	3% over highest group they lead		

Employees presently in the Welt Fabricator classification to be Red Circled. Stock Chaser, Stock Picker, Welt Fabricator and Cutting Assembler classifications to be deleted and become the Assembler - Cutting classification, paid at the Stock Chaser rate.

Assembler Inspector classification to be deleted and become part of the Sewer classification. Assembler Inspector Leader classification duties to be part of Quality Control Auditor classification, paid at the Quality Control Auditor rate.

The following classifications to be deleted and reclassified as Leader - Material Handling:

- . Purchased Parts Hardware Leader
- . Rolled Goods Leader
- . StockpersonLeader (Shipper/Receiver)

Classifications that are combined will receive adequate time to become efficient.

Employees affected by the permanent elimination of non sewing jobs will be given the opportunity to immediately enroll into the Sewer Training Program.

Upon ratification the classification Leader to include all Leader Classifications and be paid at a rate of 3% over highest group they lead. It being understood that the Cutting Room Leader has no jurisdiction over the Gerber Operator.

26.6 Should there be an overpayment of wages, the Company must notify employees, in writing, of withdrawing adjustments within a sixty (60) day period from date of such overpayment. Failure on the Company's part will result in any claim becoming null and void.

ARTICLE 29 - COST-OF-LIVING ALLOWANCE

29.1 The Cost-of-Living Allowance provided herein shall be paid to each employee for each hour worked. The amount of the Cost-of-Living Allowance in effect at any given time shall be included in computing vacation pay, holiday pay, stand-by pay, call-in pay, call back pay, bereavement pay, jury duty pay, and subpoenaed witness pay.

29.2 The Cost-of-Living Allowance will continue to be based on the Consumer Price Index published by Statistics Canada (1992 = 100) and adjusted up or down as specified in Article 29, Section 3 with one cent (\$.01) adjustment for each .074 point change in the Average Index.

29.3 Adjustments during the period of this Agreement shall be made at the following times:

<u>Effective Date of Adjustment</u>	<u>Based Upon Three-Month Average of the Consumer Price Indexes for:</u>
March 21, 1999	December 1996, January and February, 1999
First pay period beginning on or after June 20, 1999 and at three calendar month intervals thereafter to September 22, 2001.	March, April and May, 1999 and at three calendar month intervals thereafter to June, July and August 2001.

In determining the three month average of the Indexes for a specified period, the computed average shall be rounded to the nearest .01 Index Point.

29.4 Effective March 21, 1999 and for the next ten (10) three-month periods as provided In Article 29, Section 3, the Cost-of-Living Allowance shall be adjusted up or down with a one cent (\$.01) adjustment for each ,074 point change in the average index for the appropriate three months over the previous three month average as provided in Article 29, Section 3.

29.5 In the event that Statistics Canada does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in Article 29, Section 3, any adjustment in the Cost-of-Living Allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.

29.6 No adjustment, retroactive, or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Canadian Consumer Price Index, for any month or months on the basis of which the Cost-of-Living Allowance has been determined.

ARTICLE 30 - ENTRY OF PLANT PREMISES

30.1 It is specifically agreed that in the event of a strike the Union will not refuse entry to the plant premises to any Salaried Employee of Canadian Fabricated Products and/or the Corporation.

ARTICLE 31 - INTERPRETATION CLAUSE

31.1 Wherever the feminine or singular has been used throughout the above Agreement, it shall be taken to include the masculine or plural where the context so allows.

ARTICLE 32 - SKILLED TRADES

32.1 Seniority in the skilled trades department shall be by non-interchangeable trades. Seniority lists shall be by basic trade and will be represented by one committee member elected by the Skilled Trades.

32.2 (a) - Employees working under skilled trades classification contained in Schedule "A" of the Collective Working Agreement dated April 3/72, shall, if employed in a Skilled Trades classification as of April 3/72, have their total seniority in their trade classification. Future employees entering a Skilled Trades classification after April 3/72, shall have date of entry seniority.

(b) - It is understood that a production or non-production employee shall be given preferential consideration for transfer to the Skilled Trades department over that of a new hire.

(c) - Should a production or non-production employee transfer to a Skilled Trades department he shall be allowed up to eighty (60) days worked period during which time his qualifications and performance shall be assessed. Should the employee fail to show satisfactory qualification or performance he will be returned to the department from which he came on the following basis:

1. The employee will fill an open vacancy should one exist.
2. Failing (1) the employee will displace a probationary employee.
3. Failing (2) the employee will displace the junior employee in the plant with lesser seniority.

In all the above cases it is necessary that the employee be capable of performing the job.

32.3 Skilled Tradesmen affected by a layoff may elect to displace, seniority permitting, first, a probationary, secondly, the junior employee of their trade, and thirdly the junior employee of another trade providing he is qualified. If however, a shift change is necessary in order to exercise seniority, overtime will not be paid under Article 21.5.

Should an employee elect not to exercise his seniority rights to displace an employee with lesser seniority in the plant, he shall be retained on layoff until such time as work he is capable of performing is available in the plant in accordance with his seniority. This provision shall not be deemed to modify the specific Skilled Trades lay off and recall provisions.

32.4 Production workers will not carry seniority into the trades classifications nor will skilled trades workers exercise seniority into production or non-production groups except where a skilled trade classification is discontinued or eliminated. Such employees will then exercise their total plant seniority for the purpose of displacing a junior employee in a classification for which he is qualified, or shall exercise all of his plant seniority in the general production, or non-production group. This will in no way affect the status of any employee for the purpose of "fringe benefits."

32.6 The term "journeyman / journeywoman" as used in this Article shall mean any person:

(a) - Who presently holds journeyman's classification in a skilled trades occupation or

(b) - Who has served a bona fide apprenticeship and holds a certificate which substantiates his claim of such service, or

(c) -Who has eight (8) years of practical experience in the skilled trades classification in which he claims journeyman's designation and can prove same. A U.A.W./C.A.W. Journeyman's Card will be accepted as proof

The Company agrees to make available on request to the Skilled Trades Committee Member proof of qualifications of any newly hired skilled trades employee. Employees transferring into the skilled trades will provide proof of qualification prior to filing his request for transfer.

32.6 Any further employment in the skilled trades occupations after signing of this Agreement shall be limited to journeymen/journeywomen, apprentices and Learner classification.

32.7 During any period when journeymen/ journeywomen are unavailable, it is agreed that non-journeymen employees whose duties shall be to assist journeymen may be hired or w-classified on a temporary basis to supplement the work force in a skilled trades classification, and shall be known as supplemental employees for present employees and new supplemental employees for new hires.

The opportunity to work as a Supplemental Employee shall be offered (1) to other active Skilled Trades personnel if deemed available by the Company, (2) to seniority employees in Maintenance if deemed available by the Company, (3) to any laid off Skilled trades employee in order of seniority, (4) to a seniority employee who has the present ability or adaptable skills to do the work, (5) to any laid off employee with seniority who has the present ability or adaptable skills to do the work. A trade will not be supplemented when that trade has employees on layoff without offering the work to the layoff employees.

In the event of an excessive amount of Supplementation being required, the Company will meet with the Skilled Trades Committeeperson and outline the need.

When a journeyman / journeywoman becomes available he / or she will be considered for hire in a skilled classification to which a supplemental employee has been assigned and if hired such journeyman will replace the supplemental employee who shall then be laid off or returned to his original department. A supplemental employee shall not accumulate seniority within the skilled trades classification but shall accumulate plant-wide seniority and may exercise such plant-wide seniority to return to his former job, or to apply for vacancies in the plant as provided elsewhere In the Agreement.

Should the need arise for Supplemental help in the Skilled Trades area on overtime by employees other than those in Skilled Trades the procedure as outlined in Article 12.15 and 12.16 will apply.

Supplemental employees, other than journeymen, shall receive two dollars (\$2.00) per hour below the minimum Journeyman's rate of the classification or trade.

A journeyman Skilled Trades employee who is used to supplement into another trade shall be paid on the basis of his own rats of pay or the maximum rats of pay of the trade to which he has been assigned, whichever is the greater.

32.8 Notwithstanding *the* above paragraph 32.7 during the model change period any employee of production or nonproduction possessing the qualifications as outlined in 32.5(b) or (c) used to supplement the skilled trades work force shall be paid the rate of a journeyman in that trade in accordance with Schedule "A", starting at the minimum rats. Such employees shall not accumulate seniority within the skilled trades classification but shall accumulate plant-wide seniority in accordance with the provisions of 32.7.

32.9 Any overtime assignment scheduled shall first be offered for purpose of supplementation, to skilled trades employees in other trades lowest in overtime and qualified to perform the work before being offered to employees outside the skilled trades in accordance with 32.9(a). The provision of this paragraph shall not require that the Company call in skilled trades employees from layoff.

32.9 (a) As far as reasonably possible, overtime will be equitably distributed among those employees who normally perform such work in the classification on a departmental or sectional basis by shift. After exhausting the section overtime during the week, the Company will then canvass the other day shift sections. Overtime records will be kept up to date by the Company and posted in the area and I or department on a weekly basis.

Overtime on a weekend will be equitably distributed among those employees who normally perform such work in the classification on a departmental basis, or section basis, by shift, giving preference to day shift employees first.

Equalization of overtime shall commence on January 1st, of each year commencing with the senior employees, using the procedure of charging and recording all overtime worked or offered except in the following situations:

1. Overtime offered to a classification and department other than their own and refused.
2. Overtime offered and refused within twenty-four (24) hours of the scheduled overtime shift.
3. Inventory / cycle check inventory.
4. Premium payments for shift changes.

32.9 (b) - Overtime On Partial / Single Shift Operation

When time and circumstance permit, the Company is willing to consider individual requests to decline overtime assignments offered with no notation made on the employees absentee record, where partial operations or single shift of a multi-shift department are scheduled and there are qualified people who normally perform the work available and willing to work.

(c) - Afternoon / Midnight Shift Supplementation

When employees request to be excused from overtime assignments, and time and circumstance permit, employees to supplement on Day Shift overtime will first be requested from the Afternoon Shift, and employees to supplement on Afternoon Shift will first be requested from the Midnight Shift.

(d) - In the event overtime has not been equitably distributed as set out in Article 32.9(a), and a complaint has been made by an employee within five (5) normal working days from the alleged violation, the employee will be given an opportunity to work the next partial overtime or overtime on a weekend within the thirty (30) day period following the complaint providing the complaint is legitimate, there is overtime available, and the employee can satisfactorily perform the required function. If a legitimate complaint has been filed by an employee who was by-passed for overtime and not offered additional overtime in accordance with Article 32.9(d), payment will be made at the appropriate rates.

32.10 In the event of an increase or decrease in force in any skilled trades classification except Sewing Machine Repair and Lift Truck Repair the following procedure shall apply:

(a) - First new hire supplemental, second plant supplemental and third probationary journeymen will be laid off from their skilled trades classification.

(b) - If any further employees are to be reduced from any skilled classification, such employees will be laid off or transferred in order of their seniority from such skilled trades classification.

(c) - Employees affected by a layoff or cut back as stated in (a) or (b) above may - bump other employees in another trades classification for which they are qualified. Recalls shall be made according to seniority within the classification.

(d) -Sewing Machine Repair and/or Lift Truck Repair classification affected by a layoff or cut back will exercise their plant seniority to displace a junior employee in the plant, subject to the provisions of Article 13.

Upon recall to Sewing Machine Repair and/or Lift Truck Repair classifications, employees affected by a layoff or cutback will return to their previous classification.

Test Results will be made available to the Skilled Trades Committee person and the employee.

32.11 Should a skilled trades employee possessing journeyman's qualifications in another trade as listed under the skilled trades appendices request a transfer and be transferred from his present classification into another skilled trades classification, he shall retain seniority in his former classification for ninety (90) calendar days, after which he will forfeit his seniority rights in his former skilled trades classification from the date of entry. This transfer shall not apply to layoff or recall and is limited to once yearly.

32.12 Any employee of skilled trades who by reason of advanced age or physical disability is unable to perform the work in their regular classification shall be given the opportunity to:

(a) - Displace an employee with less seniority in another skilled trades classification which he is capable of performing.

(4) -Failing (a) such employee shall be permitted to exercise his total plant seniority into a production or nonproduction job which he is capable of performing if such job is available. If no such job is available he shall remain on medical leave until such a job becomes available.

When the employee is physically able to return to his previous skilled trades classification he shall return with his total accumulated seniority.

32.13 The Company agrees that instructions will be given only by Maintenance Supervision. In the absence of such supervision it is agreed that any other Supervisor may issue instructions. In an obvious emergency instructions may be given by an employee.

32.14 Work performed by the Company's Skilled Trades shall be done by employees who are covered by classifications and rates as outlined In Schedule "A" appended to this agreement between the Company and the Union. It is understood that if any employee of skilled trades cannot be occupied at his trade for a period of 8 hours per day it is agreed that such employee shall be permitted to work In any other skilled trades classification until such time as work in his own classification is available. It is further understood that any emergency situation during production hours may be handled by any skilled tradesperson, provided he/she is able to perform the required function safely and competently

32.15 The Company will make available the necessary training for new technology Including pneumatics and hydraulics in order to properly service plant equipment and facilities maintained by the skilled trades employees. In addition PLC's training, Levels I and II, for electricians will be provided.

32.16 If an emergency arises requiring skilled trades employees to work through a rest or lunch period, these employees will receive the lost rest or lunch period the earliest possible time.

32.17 All sections of this Agreement shall apply to employees in the Skilled Trades except to the extent that if an interpretative conflict arises between the terms of this section and the rest of the Agreement, the specific term or terms of this section shall prevail.

32.13 The Learner Program In the Sewing Machine Repair classification shall be subject to the following:

(a) - The classification shall be known as Sewing Machine Repair Learner.

(b) -The Learner program shall be a period of twenty four (24) months.

(c) - The classification of Learner will be posted in accordance with the job posting procedure Article 12, Section 12.1 and Section 12.2 and Section 12.3(a) with the exception that the resultant vacancies will be posted on a temporary basis for the first eighty (SO) working days.

1. Should a learner fail to show satisfactory qualifications or performance at any time during the first eighty (90) working days, he will return to the classification in the department from which he came.
2. Should a learner fail to show satisfactory qualifications or performance at any time after the eighty (SO) working days he will displace the junior employee in the plant with lesser seniority.
3. When a learner completes the eighty (SO) working day period the resultant vacancies will then be posted on a permanent basis.

32.19 Employees transferred into the Learner classification shall retain and accumulate seniority in the classification from which they were transferred. Seniority shall not be established in the Learner classification for a period of eighty (SO) working days. Providing employees acquire at least eighty (SO) working days service in the classification within eighteen (18) months from the date first assigned; they shall be reduced and recalled to the classification based on the date they were first assigned.

32.20 No employee classified Sewing Machine Repair shall be laid off while a Learner is retained at work.

32.21 Upon completing the required twenty-four (24) months in the Learner classification, an employee shall be reclassified and his rate shall be the rate of the classification assigned.

32.22 Employees hired or transferred into the Learner classification shall be given credit for the twenty-four (24) month period.

32.23 An employee hired or transferred into the Learner classification shall receive a rate of two dollars (\$2.00) per hour below the minimum rate of the classification.

32.24 An employees' rate shall be advanced fifteen cents per hour every two (2) months through the twenty-four (24) month period and when reclassified as provided in Section 32.21 above he will receive the rate of the classification.

32.25 In applying the applicable provisions of Section 32.21 and 32.24 above, the time periods will be extended to adjust for any intervening complete payroll periods during which the employee performed no work in the classification.

32.26 A committee of five (5) three from the Company and two from the Union, will be set up to review the progress of Learners on the program. The Committee shall meet within the first forty (40) working days of an employee entering the program and Just prior to the completion of the first eighty (60) working days to assess the progress being made and make recommendations as to whether the employee remains on the program or should be removed, with management making the final decision, if necessary.

The Committee shall be made up of the Skilled Trades Committeeperson, one sewing machine repair, who will be appointed by the Union, the Company representatives shall be the Manager of the department, a Maintenance Superintendent and the Maintenance Supervisor or their designates. After the initial meetings in the first eighty (80) day period, thereafter the Committee will meet on a quarterly basis until such time as the employees complete the program. It is understood that the Learner shall attend all meetings. A written report will be given to the Plant Chairperson, Skilled Trades and Learner.

32.27 Skilled Trades Tools

(a) - Metric Tools

Other than the tools a tradesman is personally required to provide, the Company will maintain the necessary tools in the Crib for the use of Tradesmen.

(b) -Theft of Tools

In the event of a theft of a Tradesman's personal tools, they will be replaced upon verification by the Maintenance Superintendent.

(c) - Broken or Worn Tools

The Company agrees to replace a tradesman's personal tools which are broken or worn during the course of employment. Such broken or worn tool must be presented for exchange.

Each tradesman must provide to the Maintenance Superintendent for verification and replacement value a list of current tools in his possession.

Reverification of the tools may be made by the Maintenance Superintendent when he **deems it necessary**.

32.29 Pneumatic Attachments to Sewing Machines

Pneumatic attachments to sewing machines will be installed by Millwrights initially and maintained by Sewing Machine Repair.

Skilled Trades Department will continue the practice of changing the brushes on the power scrubber.

32.29 Apprenticeship Programme

The Company acknowledges that if future conditions change whereby the need for an Apprenticeship program arises, the Company and the Union would meet to negotiate introduction of such a program.

32.30 The Company agrees to deduct the annual Skilled Trades Council dues during the month of January each year, or after 40 (forty) hours employment for new hires, or on the return to work, if not previously checked off, for Skilled Trades employees covered by the Agreement. Deduction of all dues shall be made in accordance with the provision of Article 4 - Union Security and Check-off.

32.31 The Company will endeavour to communicate with the Skilled Trades Committeeperson, on a regular basis, regarding the contracting out of work.

ARTICLE 33 - AUTOMATIC SHORT WEEK BENEFIT PLAN

SECTION 1.

Continuation and Amendment of the Plan

(a) - The Company shall continue to maintain the Automatic Short Week Benefit Plan (herein referred to as the "Plan") which is attached as Exhibit C to this Collective Bargaining Agreement dated December 16, 1995. The Plan as amended shall become effective as of January 14, 1996 subject to the receipt by the Company of any required rulings referred to in Section 4 of this Article, so that, subject to the provisions of Section 4 of this Article, it shall read thereafter as set forth in "Exhibit C Automatic Short Week Benefit Plan," attached hereto.

(b) - The Company shall maintain the Plan for the duration of this Agreement, except as otherwise provided in, and subject to the terms of the Plan.

SECTION 2.

Obligations During Term of the Collective Bargaining Agreement

During the term of the Collective Bargaining Agreement, neither the Company nor the Union shall request any change in, deletion from or addition to the Plan or this Article, or be required to bargain with respect to any provision or Interpretation of the Plan or this Article: and during such period no change in, deletion from or addition to any provision, or interpretation, of the Plan or this Article shall be an objective of, or a reason or cause for any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lock-cut, picketing or other exercise of economic force, or threat thereof, by the Union or the Company.

SECTION 3.

Effective of Termination of the Collective Bargaining Agreement

Anything herein which might be construed to the contrary notwithstanding, it is understood that termination of the Collective Bargaining Agreement shall not have the effect of automatically terminating the Plan.

SECTION 4.

Governmental Rulings

(a) -The amendment of the Plan which is provided in Section 1 of this Article and incorporated in Exhibit C to the Collective Bargaining Agreement shall be subject to receipt by the Company from the Minister of National Revenue of any ruling, satisfactory to the Company, that may be required holding that the Plan is acceptable to the Minister of National Revenue.

(b) - The Company shall apply promptly for the rulings described in sub-section A of this Section.

(c) - Notwithstanding any other provision of this Article or of the Plan, with the consent of the Union may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure and basic provisions thereof which shall be necessary to obtain or maintain any of the rulings referred to in this Section or in the Plan. Any such revisions shall adhere as closely as possible to the language and intent of the Plan.

ARTICLE 34 - INJURY AT WORK

34.1 An employee injured at work shall be paid for the balance of his scheduled shift (including overtime) on which the injury occurred if, as a result of such injury the employee requires medical treatment as defined under the Workers' Compensation Act.

ARTICLE 35 - GENERAL ARTICLE

The Union recognises the responsibility imposed upon it as the exclusive Bargaining Agent of the Unit, and realises that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Company must be in a strong market position, The Union, therefore, agrees that it will co-operate with the Company and support its efforts to assure a reasonable day's work on the part of its members and to strengthen good-will between employer, employee, the customer and the public.



ARTICLE 36 - DURATION

This Agreement shall become effective as of December 15, 1996 and shall remain in full force and effect until 12:01 A.M., Dec. 14, 2001, and thereafter, it shall be automatically renewed from year to year unless in any year, either party gives notice in writing to the other party of the desire to terminate, revise or amend this Agreement, such notice to be given not earlier than sixty days and not later than thirty days prior to the annual termination date. If such notice is given, negotiations between the parties shall begin within ten days following such notice.

In witness thereof, the parties hereto have executed this Agreement as of January 7, 1999 at the City of Stratford in the County of Perth, to be effective December 15, 1998.

**National Automobile,
Aerospace and
Agricultural Implement
Worker Union of Canada
(CAW-Canada)**

**Johnson Controls, Inc.
Automotive Systems Group
Canadian Fabricated Products**

Hemi Mitic
Craig Grant
Tony Wolfarth
Chris Greason
Susan Danner
Larry Williams
Linda Howle
Rod Loveli
Teresa Robertson

Bill Powers
Ed Griewek
Marshall Crinklaw
Ken Bovaird
Glen Brown

**ARTICLE 37 - GROUP INSURANCE
AND GROUP HEALTH CARE BENEFITS
GENERAL PROVISIONS AND ADMINIS
TRATION**

Establishment of the Programs

Canadian Fabricated Products, hereinafter referred to as the Company, and the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW) and its Local No. 1325, hereinafter referred to as the Union, have agreed on a Group Health Care Benefits Program, attached hereto as Exhibit A and a Group Insurance Program, attached hereto as Exhibit B and to provide benefits to hourly rated employees of the Company through the purchase of group insurance policies, self-insurance funds or by arrangement with group insurance carriers. The method of providing benefits shall be at the sole option of the Company unless such is mandated by Provincial or Federal Law. The Company will be responsible for the administration of the Programs which include enrollment of employees, distribution of certificates of insurance, if applicable, accepting cash contributions where appropriate, issuing claim forms and processing claims. Benefits provided by Governmental Units or Agencies will be part of these Programs and in lieu of similar benefits provided herein.

Financing

During the Term of this Agreement, the Company will pay the administration expenses of providing the group insurance and health care benefits coverages contained in the Programs and will receive and retain any dividends, divisible surplus, interest or any other refunds from any insurance carrier, governmental unit or agency or other provider. In addition, the Company will continue certain group insurance and health care benefits coverages as described elsewhere in these Programs, during periods of layoff or leave of absence and where applicable, receive cash contributions from applicable employees in advance of the month for which coverage is sought. The Company, however, will not assume any responsibility or liability which may result from the failure of an employee eligible to continue certain coverages to make the required cash payment when due.

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 667 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

2¢ Funding For Education Purposes

As a part of the 1992 negotiations the Company agreed that effective December 21, 1992, it would accrue two (2) cents for each hour (excluding any vacation period) for which employees in the bargaining unit are compensated, to be used for educational purposes. Such accrued amounts shall be paid at the end of each quarter into a trust fund established by the National Union CAW, Canadian Region at their headquarters.

Upon written application at least four weeks in advance, employees selected by the Union shall be granted a leave of absence without pay from the Company for a period not to exceed, in any twelve (12) months, twenty (20) days class time plus travel time where necessary. Such leave shall be available only to employees selected to benefit from the educational program funded wholly or in part from the trust fund referred to above and will be limited to four employees at any one time in this particular program.

Employees granted such leaves of absence will continue to accrue seniority and benefits during such leave.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Job Movement

It was agreed that job rotation is a desired goal for both parties to achieve. A joint Committee will meet to review any case which particularly merits consideration. The goal of this process will be to obtain immediate relief for those who are continuously on more difficult operations.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Holiday Pay-Temporary Layoff

A seniority employee who is temporarily or indefinitely laid off during the fourth work week prior to a week in which one or more of the holidays in the Christmas holiday period falls, and who worked the employee's last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling during such Christmas holiday period. A seniority employee who is laid off during the fifth, sixth or seventh work week prior to a week in which one or more of the holidays in the Christmas holiday period falls and who worked the employee's last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas holiday period. An employee temporarily laid off shall receive pay for such holidays following the employee's return to work from such layoff. An employee indefinitely laid off shall receive pay for such holidays on the second payday following the Christmas holiday period. Should any employee be placed on layoff on the first day following the Christmas holiday period, he will qualify for the series of holidays provided he worked the last scheduled shift prior to the Christmas holiday period.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Lange Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Transport Driver (1/2) Hour Paid Lunch

As agreed upon during negotiations, in the event the classification of transport driver has to perform the function of the job outside the city limits of Stratford during his normal lunch period, he will receive a half (1/2) hour paid lunch at straight time. Also abnormal expense incurred as a result of inclement weather or mechanical break down will be reimbursed upon receipts being presented to the Company.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Substance Abuse

The Company and Union recognizes the problem of Substance Abuse and further agree to enlarge the program in the areas of education and awareness to its employees.

The present committee of one appointed by the Union and one appointed by the Company will continue to work together to assist employees with a Substance Abuse problem.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Swipe Badge

As agreed during negotiations employees will be docked six (6) minutes for each fallure to swipe their card. Employees will not be docked for the first calendar day occurrence in any week.

K. J. Bovaird
Human Resources Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

S&A end WCB Return to Work Program

During our recent negotiations it was agreed by both the Union and Management that it was highly desirable that Employees absent due to Sickness & Accident or Workers' Compensation, be returned to work as soon as possible.

It was further agreed that both parties would work to this end, recognising physical and medical restrictions.

In order to assist the established joint Placement Committee, employees must present to the Personnel Office, medical documentation outlining all medical restrictions and 'medical restriction letters must be up-dated on a monthly basis, unless a permanent disability is established and accepted by the Company.

The Company will meet periodically with the Union members of the Placement Committee to review the status of employees on benefits with Medical Restrictions.

It may be necessary for the employee to amend such meeting.

Permanent/Long Term Disability:

Should an employee, with a permanent or long term disability, return to work with Medical Restrictions and be required to work in another department, the employee will retain Surplus/Recall rights under the terms of the Collective Agreement for a period of twelve

(12) months. At any time during the twelve (12) month period should transfers to other departments be required due to additional medical problems, the employee will exercise his seniority under the surplus language. An employee will be assigned permanently to the department and classification in which he is located at the end of the twelve (12) month period.

Short Term Disability

Should an employee suffer a short term disability, the Company will endeavour to place the employee in a Department/Classification that will meet their medical restrictions for a period not to exceed fifteen (15) working days and the disabled worker will not displace an employee in the department. The Plant Chairperson, President, and Committeeperson will be notified should this situation arise. Employees on short term disability will be ineligible for temporary transfers or partial overtime assignments.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W,
CAW-Canada
Unit 11 - **887** Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Pay Shortage Greater Than Four (4) Hours

During cur recent negotiations it was agreed that should there be a pay shortage greater than four (4) hours the Company will make a pay adjustment on the same pay day, providing a complaint is made to the Company prior to 1:00 P.M.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

In Plant Lighting and Fans

As agreed during negotiations, the Company will ensure adequate lighting is provided in the plant and all fans will be reviewed and in working order by April 1st of each year.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W,
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Distribution of Literature

During the 1983 negotiations the Company agreed to continue its practice of allowing C.A.W. Local 1325 to distribute non-political literature at the Employee entrance and will allow such distribution inside the Employee entrance during Inclement weather.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Warehouse (City of Stratford)

The Company agreed during the 1983 negotiations that should stock or production material be located and used in a regular warehouse and/or production facility in the City of Stratford that the said work will be performed by the bargaining unit members.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Contracting - Maintenance Work

During the 1983 Negotiations the Company agreed that when Maintenance work is required the Company will not contract work in or out of the plant providing time permits and employees have the necessary ability to perform the required work.

Should work be contracted in cur cut (other than current accepted practice), the In-Plant Committee will be notified.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Vacation Scheduling

During negotiations considerable discussions took place between the Union and the Company over the many problems resulting from early vacation scheduling. In order to maximize the use of vacation time during periods more advantageous to employees it is the Company's intention to schedule vacation shutdown periods after July 1st of any vacation year.

Should assembly plant requirements in any way cause a deviation from this schedule, the National C.A.W. and the Local Union will be so advised by the Company.

The Company will advise employees of Assembly Plant Vacation Schedules when they become aware of them. It should be understood, however, that these are not necessarily final and are subject to change.

This assurance should work towards accommodating employees in the preplanning of their vacation schedules during prime time.

K. J. Bovaird
Human Resources Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Harassment

During our recent negotiations, both Management and Union representatives agreed that there is no place in the work environment for harassment in any form.

It was further agreed by both parties that the offended party must make it known to the harasser, that the harasser's actions are not wanted and must cease immediately.

Should there be further harassment a complaint may be raised with the Union and/or Company.

Following such a complaint, a meeting must be held at the earliest possible time with the Personnel Manager/ Designate, Plant Chairperson I Designate, victim and harasser to bring the problem to an immediate resolution.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

New Hire Introduction

During our recent discussion the management agreed that any new hire would be allotted a period of time not to exceed 15 minutes for the purpose of introduction to the Chairperson or his designate.

The introduction is to take place on the employee's first day of employment at a location mutually agreeable to both Union and Management, at the start of their shift.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

2¢ Funding - Child Care

During the 1963 Collective Bargaining negotiations, the Union discussed at great length the need for adequate child care facilities in Stratford for children of employees.

The Company advised the Union that, while it recognized the employee's need for such services, its limited financial resources did not permit it to provide full funding for such a program. However, the Company agreed to participate with the Union in approaching the appropriate governmental bodies to request that child care facilities be established in Stratford and to co-operate fully in any studies required by the government as conditions precedent to the establishment of such programme.

If, in the future, a child care programme is established in Stratford, through government funding or otherwise, and the Union elects to participate in such programme the Company will, upon request of the National Union, contribute \$0.02 per compensated hour, effective December 16, 1984, to be used toward funding of services for Canadian Fabricated Products employees in that programme. If it is decided not to implement the child care programme, the \$0.02 per compensated hour will be utilized as the parties may mutually agree.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Environmental Committee

The Company agrees to establish a Joint Environmental Committee consisting of two (2) hourly employees and two (2) salaried employees. The parties agreed that environmental issues and statistics pertaining to Canadian Fabricated Products are to be held confidential if so requested.

The Committee shall meet three (3) times annually at mutually agreeable times and place to review and discuss issues involving the environment, recycling and energy conservation which pertain to Canadian Fabricated Products employees.

K. J. Bovaird
Human Resources Manager

Mr. Craig Grant
National, **Representative** C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Job Assignment Practices

During the 1995 negotiations the Union and Company had considerable discussion pertaining to job assignment practices.

The parties acknowledged the competitive importance of Management having the flexibility to fully utilize the skills and experience of its employees to maintain the highest levels of product quality and the efficiency of its operations and to that end acknowledge that under normal circumstances this desired result is best achieved by qualified employees performing a regular assignment.

The Union recognizes the Company's need for and right, because of absences and other production requirements, to reallocate manpower within classification to maintain desired levels of quality and operational efficiency.

Section Movement:

Should employees be required in another section, the senior employees from the surplus classification(s) from the section on the required shift will be given the opportunity, in line of seniority, to transfer to the required section, providing the employees have the necessary ability to immediately perform the function. Should no senior employees transfer, Junior employees from the surplus section must relocate to the required section. Section movement will be temporary for up to fifteen (15) days and then will be permanent within the Section.

Employees off work for any reason other than lay-off, must complete a proxy form in the Personnel Department if they wish to be considered for section movement provided they will be available at time of movement.

The Company assured the Union that it does not condone nor will it permit the assignment of employees for retaliatory reasons, out of favouritism, as a punitive measure or for purposes of harassment. The Company will reaffirm its position during supervisory training sessions to be held after ratification of the Agreement.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W,
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Union Dues Deductions For Retirees

During recent negotiations the Company agreed to deduct monthly Union dues from Retirees authorized by the constitution of the Union. Union dues deductions will be identified on Retirees T4 slips.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Qualifications and Testing For Vacancies

During the 1989 negotiations there was considerable discussion regarding the qualifications and testing for vacancies in the plant. It was agreed that the Plant Committee will be permitted to review all test results. It was further agreed that tests will be relevant to the classification in question.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 867 Lings Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Leader - Exercise Seniority

During the 1989 negotiations it was agreed that the Company will continue the past practice in which the classification of Leader will not be permitted to exercise seniority from one department to another department under Articles 13 and 14.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Shift Changes for Personal Reasons

During the 1989 Negotiations considerable discussion was held regarding employee requests to change shifts for personal reasons.

The Company agrees to consider requests to change shifts providing the request is made to the Personnel Department and that minimal disruption of production will occur.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Lift Truck Operation -Trades

Within trades work, a qualified Tradesperson will operate Lift Trucks for the purpose of elevating the same trade during both normal hours and overtime. Should no employee from the trade be available, an employee from Material Handling will operate the Lift Truck. In the event there is time available, Material Handling will assist with General Maintenance duties when on overtime.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Plant Entrance/Exit and Plant Exit Doors

During the 1992 Negotiations it was agreed that employees will continue to be permitted to use the top/bottom doors of the main shipping dock ramp as an Entrance/Exit.

In addition louvred screens will be placed in the Emergency Exit doors and the doors will remain closed.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Reinstated Grievances

During the 1989 negotiations, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the National Union (CAW-Canada), by either its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Manager Staff Labour Relations in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Corporation will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned Agreement at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be condi-

tioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Corporation in the grievance procedure, or in any court or before any Federal, provincial, or municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairperson of the Appeal Board or any other arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees Involved and the Corporation and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any Appeal Board decisions or other grievance resolutions.

It is understood this letter of agreement and the Corporation's obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Redundant *Departments*

Should the level of manpower decrease to a significant level to cause a redundancy situation, the Company will advise the Union as to the departments declared redundant; applicable employees will assume new departmental seniority.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Tuition Refund

The Company offers and administers a tuition refund program under which employees will, under such terms and conditions as the Company may from time to time establish, receive a tuition refund not to exceed \$1,000 a calendar year (~~\$1,500~~ for the calendar year for approved courses taken at an accredited college) upon completion of an approved job-related course at an approved educational or training institution during non-working hours while on the active roll of the Company. Any refund made to an eligible employee will relate to the calendar year of completion of the approved course or courses.

The following programs are considered job related and will be approved when the needs cannot be met within the Company:

- a. - Courses which will improve the employee's skill on the employee's present job. This Includes courses designed to update employees in the technology of their trade or occupation.
- b. - Courses which relate to the next job in the logical development of an employee's career.
- c. - Courses which prepare an employee for openings that are expected to occur in the future and for which a sufficient number of qualified employees are not available.

continued

d. - Courses taken to complete the requirements for a grammar school certificate or high school diploma.

e. -Any literacy courses or courses in fundamental reading and mathematics. These include courses usually designed to teach sixth grade competency in reading, writing and numerical skills.

f. - Courses that are part of the regular curriculum of an accredited educational institution taken for degree credit leading to an Associate Degree or Bachelor's Degree in Labour Studies.

g. - Courses in industrial hygiene or safety related courses taken at approved educational institutions by the appointed Union members of the Local Committee on Health and Safety.

h. -Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to the employee's career in Canadian Fabricated Products.

Any Arbitrator shall have no jurisdiction over any matter involving the establishment, administration or terms and provisions of such a tuition refund program.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Self Directed Workforce

In order to continually remain competitive it is agreed that both Union and Management will continue to seek new and innovative approaches to manufacturing.

It is recognized that these approaches will cover but not necessarily be restricted to such items as, product redesign, cellular manufacturing concepts, Employee Awareness and employee involvement with the target being a totally participative and self directed workforce, making full use of all the talents available to the company.

It is agreed that all steps taken in this direction will only be taken after consultation with the Union Committee and by mutual agreement.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Dispute Resolution

The Company and the Union agree that during the term of this agreement, alternate methods of dispute resolution may be explored as part of the Continuous Improvement Process.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Contracting Out of Lift Truck Maintenance

Once the incumbents vacate this classification it is understood that if the Company deems it necessary, all Lift Truck maintenance will be performed by outside contractors.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Sewing Machine Connect I Disconnect

During the recent negotiations discussion took place between the Company and the Union regarding floor level connect / disconnect of electrical cords and air hoses.

It was agreed that within the trades, any qualified tradesperson would be responsible for the connection I disconnection of floor level electrical cords and air hoses, providing no new Installations performed.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Lings Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Compressor Start-Up

During the recent negotiations discussion took place between the Company and the Union regarding starting the Compressor.

It was agreed that, within trades work any qualified tradesperson would be responsible for starting the Compressor, whenever the work load demands only a select number of trades persons.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Cleaning Work Area

All Main Sew employees will be responsible for
sweeping in their Sew Cells.

K. J. Bovaird
Personnel Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
Unit 11 - 887 Langs Drive
Cambridge, Ontario
N3H 5K4

Dear Mr. Grant:

Measurements For Statistical Purposes

As agreed during the recent negotiations, If deemed necessary by the Company, the Assembler-Cutting classification may be required to take measurements for statistical purposes.

K. J. Bovaird
Personnel Manager
