

BRAKE PARTS CANADA INC.
MISSISSAUGA

2001 – 2004

Collective Agreement

between



BRAKE PARTS CANADA INC.
MISSISSAUGA

1400 AIMCO BLVD. MISSISSAUGA, ONTARIO

AND

UNITED STEEL WORKERS OF AMERICA
LOCAL 7574

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THIS AGREEMENT ENTERED INTO
AS OF THE 24TH DAY OF June, 2001 BETWEEN

BRAKE PARTS CANADA INC. - MISSISSAUGA

Hereinafter referred to as the "Company"

OF THE FIRST PART

**UNITED STEEL WORKERS OF AMERICA
LOCAL 7574**

Hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE I – PURPOSE

1.1 The general purpose of this agreement is to establish collective bargaining relations between the Company and the Union, to continue the co-operation and spirit of goodwill between the Company and its employees, to provide machinery for the prompt disposition of grievances arising under this agreement and to set forth negotiated conditions of employment for all employees who are subject to the provisions of this agreement. The Union recognizes that in order to provide a proper relationship between the parties, it must produce at the best possible efficiency and lowest cost, consistent with fair Labour standards and the Union agrees to support the Company in attaining such objectives.

ARTICLE II – RECOGNITION

2.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees at the City of Mississauga and in Metropolitan Toronto, save and except Supervisors, persons above the rank of Supervisor, Office and Sales Staff, and Students of recognized University who are working on a co-op plan.

The Company will maintain posted lists of Plant Supervisory personnel by name, shift and department.

The Company agrees that should any of the operations covered by this agreement be moved to a non-union place anywhere in Ontario, this agreement shall be extended to include such locations.

ARTICLE III- RELATIONSHIP

3.1 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion, intimidation and profanity exercised or practiced by the Company or the Union, or by any of their representatives (with respect to membership or non-membership in the Union). The Union agrees that no Union member will conduct Union activities on the premises of the Company, except as specifically permitted by this agreement.

Where he is referred to, she shall be understood.

3.2 The Company and the Union and the employees agree to honour and abide by all the provisions of the Ontario Human Rights Code.

3.3 The Union agrees that it will support the Company in its efforts to improve operations, and to improve the quality of workmanship. It is therefore, agreed that the Union will encourage employees to contribute fully to improvement of the quality of products produced, and to further these ends by developing job pride.

In acknowledging these four fundamental principles, the Company and the Union establish a bond of common

interest, and a basis for the development of sound Union/Management cooperation.

3.4 Except under emergency conditions or for purposes of training, instructing, or experimenting, Supervisory employees shall not work on any job normally performed by an employee in the bargaining unit.

In case of emergency, training, instructing, or experimenting, the shop steward of the department will be notified.

ARTICLE IV-MANAGEMENT RIGHTS

4.1 Except as, and to the extent specifically modified by this agreement, all rights and prerogatives which the Company had prior to the execution of this agreement are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

(a) The right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees; to discipline and discharge employees for just cause. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in respect hereof pursuant to the provision of Article 7.19 of this agreement. Such grievance shall specify the rule or rules being disputed and the grounds upon which such rule is being disputed. Before publishing any changes or additions to rules or regulations, the Company will explain such changes or additions to the Local Union President.

(b) The right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend, and retire employees; to plan, direct and control Plant operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit.

(c) The right to determine; the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces; the products to be manufactured, the standards of productions, the subcontracting of work; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work and who shall perform such work; the number of employees needed by the Company at any time, and how many shall operate or work on any job, operation, machine or production line, the number of hours to be worked; starting and quitting time. And generally the right to manage the enterprises and its business without interference are solely and exclusively the right of the Company.

4.2 PRODUCTION STANDARDS

(a) The Company maintains the right to determine and establish production standards for all jobs.

(b) The Company shall establish standards that are fair and equitable to the employees and the Company.

(c) Before the Company studies a job and makes a record of such job, a worker and the Union shall be notified during the preceding shift that the job will be studied regardless of the operator.

(d) The worker, when being studied, shall perform his job in accordance with the Company's instructions and will otherwise co-operate to maintain a performance level which is representative of the actual conditions under which the job will be performed.

(e) The operator must be instructed in the prescribed method.

(f) The study shall be taken under normal working conditions using stock and material which the operator can normally expect to receive.

(g) A standard shall not be considered to be established until the worker(s) to whom it applies and the Union

have been notified as to the standard and at least thirty (30) days with provisions for an extension, if necessary, have passed following such notification.

- (h) If no grievance is filed by the worker(s) on the job, within five (5) working days after the specified period, the standard shall be considered established, and the Union is precluded from grieving that standard thereafter. The Company will notify the Union and employees regarding the date that the standard is considered to be established.
- (i) When a dispute arises over the standard during the specified period, the worker shall discuss his complaint with his supervisor. If the matter is not resolved, the worker and a Union representative may request a meeting with a representative from the Industrial Engineering Department and review the work sheets in order to resolve the problem. If the matter is unsettled, a grievance may be filed, signed by the worker(s), within five (5) days of the meeting, at Step #2 of the Grievance Procedure.
- (j) Should the dispute continue the Union shall have the right to request that their representative meet with a Company Industrial engineer to review all of the material that was prepared to develop the Standard.
- (k) Any such dispute that goes to arbitration shall have an arbitrator whom the parties mutually agree, has recognized Industrial Engineering experience.
- (l) The Company reserves the right to change any standard when there is a change in the work processes or the technology of the work involved, or to correct a clerical error or an obvious error in job timing.

ARTICLE V – CHECK-OFF UNION DUES

5.01 All present employees in the bargaining unit will be required on the signing of this agreement, or after thirty (30) working days of employment, whichever last occurs, as a condition of continuing employment, to sign an “authorization to deduct Union dues” in the form set out in Article 5.06 hereof. Any such authorization shall take effect as of the next regular deduction date after it has been received by the Company.

5.02 The Company agrees that it will deduct from the earnings of each employee having thirty (30) days employment, initiation fees and in each month, regular monthly Union dues in the amount certified by the Union to the Company, to be currently in effect according to the Union’s constitution. Such deductions shall be made weekly and submitted monthly to the Treasurer of the International Union of the United Steelworkers of America, within fifteen (15) days after such deduction, payable to the Union with a list of employees for whom dues are deducted. The total dues deducted will be shown on the employees T4-Slip.

5.03 All employees hired after the date of this agreement shall, on being hired, be required as a condition of employment to execute an “authorization to deduct Union Dues” In the form set out in Article 5.06 hereof.

5.04 In order that the Company may have definite instruction as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Company in writing of the amount of the deduction to be made by the Company for regular monthly Union dues, and the Company shall have the right to rely on such written notification until it receives other written notification from the Union signed with the same formality.

5.5 The Company in making the aforesaid deductions shall have the right to rely upon the signed authorization cards in its possession or furnished to it. The Union agrees to defend and hold the Company completely harmless against all claims, demands, and expenses, should any person at anytime contend or claim that the Company has acted wrongfully or illegally in requiring an employee to execute an authorization to deduct Union dues.

5.6 The following will be the form of the “Authorization to Deduct Union Dues”

Date:

To: Brake Parts Canada Inc. - Mississauga
1400 Aimco Blvd
Mississauga, Ontario
L4W 1E1

I hereby authorize the Company to deduct initiation fees in the amount of \$10.00 and Union Dues according to the Union's constitution from my wages earned, and to remit same to the International Secretary-Treasurer of the United Steelworkers of America.

Company Representative

Signature of Employee

Union Representative

Clock #

Department

ARTICLE VI- UNION REPRESENTATION

6.1 The Union may designate and the Company will recognize Shop Stewards on the following basis:

- (a) One Steward per shift in each building.
- (b) Two Stewards to represent all skilled trades employees.
One Steward on day shift and one Steward on afternoon shift.
- (c) One Steward to represent all Warehouse employees
- (d) One Steward to represent Quality Control Inspectors.

A total of two Stewards from the first or second or third shift together with the Chief Steward and Local Union President shall constitute the Plant grievance Committee. The Local President shall be designated as Chairperson and shall be on the day shift.

No employee shall be eligible to serve as a Steward or Plant Grievance Committee until he is an active full time employee of the Company, and has at least three (3) months seniority.

6.02 The Union will inform the Company in writing of the identity of all Stewards and Grievance Committee Members, and the Company shall be obliged to recognize such persons.

6.03 For the purpose of this agreement, the Plant Grievance Committee and the Stewards, together with the officers of the Local Union, shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this agreement is faithfully carried out.

6.04 The Company and the Union agree that the Local Union President and those identified in accordance with 6.02, after obtaining permission from their Supervisor, shall be permitted, during working hours and without loss of pay for up to a maximum of 500 hours per contract year, to clock out and leave their regular duties a reasonable period of time to investigate and settle grievances, attend grievance meetings and attend to such union duties which may arise within The Bargaining Unit. Upon completion of the instant matter, the Local Union President or those identified in accordance with 6.02, shall report to his Supervisor, clock back in, and resume their regular duties.

6.05 Meetings for the negotiation of the renewal of this agreement shall be conducted during working hours and the Company agrees to pay not more than four (4) members of the Union Negotiating Committee their straight time hourly rate for the time spent in such negotiations to a maximum of the regular work day. One member shall be from the skilled trades.

6.06 The Company agrees to pay Local Union Officers for time spent in attending Union business to a maximum of twenty (20) days in total per contract year. The Union agrees to notify the Company in writing, in advance with the name(s) of the officer(s) selected.

6.07 The Company agrees to provide the Union with reasonable sized office, properly ventilated and with a phone, locked filing cabinet, mail pick-up and the use of a photocopier.

6.08 The Company agrees to grant Superseniority to the Union President for lay-off purposes only.

ARTICLE VII – GRIEVANCE PROCEDURE

7.1 The Grievance Procedures herein provided for are among the most important matters in the successful administration of this agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as, and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation or alleged violation of this agreement, and the specifically designated grievance procedure shall be strictly followed. Wherever the term “Grievance Procedure” is used in this agreement, it shall be considered as including the arbitration procedure.

7.2 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or dispute with reference to the interpretation of alleged violation of this agreement.

When an employee is being disciplined, he/she shall be in the presence of a Union Representative. All discipline (excluding verbal warnings) will be put in writing with copies to the employee and the union.

7.3 The Company shall be under no obligation to consider or process any grievance unless such a grievance has been presented to the Company in writing at Step "2 of the Grievance procedure within thirteen (13) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company shall not be stopped or precluded at any stage of the grievance procedure from taking the position that the grievance is late and not arbitrable.

7.4 All time limits referred to in the grievance Procedures herein contained shall be deemed to mean "working days".

7.5

STEP NO.1 - If an employee has a concern, he shall forthwith discuss the matter with his Supervisor. IF the employee wishes, he may have his steward accompany him to see his Supervisor. The immediate Supervisor shall record the contact and give the grievor a written answer as soon as possible but not later than five (5) days after such discussion. If the Supervisor's reply is not satisfactory to the grievor, the next step must be taken within five (5) days of the Supervisor's answer but not thereafter.

STEP NO.2 - At this step, a grievance shall be presented in writing to this Supervisor's reply, but not thereafter. The written grievance shall identify the facts giving rise to the grievance: the section or sections of the agreement claimed violated; the relief requested; and shall be signed by the employee and countersigned by his department Steward. The reply shall be given in writing within five (5) days of receipt of the written grievance.

STEP NO.3 - If the reply of the Department Manager is not satisfactory to the Union, the Union shall deliver to the Personnel Manager or designee within five (5) days of receipt of the reply but not thereafter, a request for a meeting with the Company. Then a meeting will be held between the Plant Grievance Committee and the Company within five (5) days of the Personnel Manager's receipt of the Union's written request for such a meeting. The grievor may be required to be present at the request of either party. If the Company and Union mutually agree that a translator is required, The Company will provide a mutually acceptable individual. The parties must both agree to both issues. A staff representative of the Union may be present, if requested by either party. The Company shall give its written reply to the Chairman of the Plant Grievance Committee within five (5) days of such meeting.

STEP NO.4 - If the grievance is not resolved during the grievance procedure, the parties may mutually agree to submit the grievance to mediation. The cost of mediation will be covered by the Company.

7.6 ARBITRATION - In the event that the Grievance is not settled at Step 3, the party having carriage of the Grievance shall request arbitration of the Grievance by giving notice in writing to the other party within seven (7) days from delivery of the decision at Step 3, but not thereafter.

If a request for arbitration is not so given within such seven (7) day period, the decision at step 3 shall be final and binding upon both parties to this agreement, and upon any employee involved. This seven (7) day time limit may be extended by mutual consent.

7.7 The Union shall supply the Company with a list containing the names of at least three (3) persons who are qualified to act as a single arbitrator and such notice shall be received by the Company no later than eleven (11) days from the receipt of the Company's third step response.

7.08

(a) The respondent party shall, within seven (7) days of receipt of the notice to arbitrate, notify the party having carriage of the Grievance if one of the nominees is acceptable or if none are acceptable. If, in the

latter case, the respondent party shall name at least three (3) persons who are qualified and who shall be available to act within a thirty (30) day period.

- (b) The party having carriage of the grievance shall, within a further seven (7) day period, notify the respondent party if one or more of the names is acceptable to act in the arbitration.

7.09 Failing agreement on an arbitrator upon completion of the proceeding in Article 7.08, the matter shall be referred to the Labour Management Arbitration Commission of the Provincial Department of Labour for appointment of an arbitrator.

7.10 The Company and the Union shall share equally the fees and expenses of the arbitrator.

7.11 The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.

7.12

- (a) The arbitrator Shall not be authorized to make any decision inconsistent with the provisions of this agreement or to alter, modify or amend any part of this agreement, not to modify disciplinary action, nor to adjudicate any matter not specifically assigned to him by the notice to arbitrate.

- (b) If a grievor satisfies the arbitrator that there was not just cause for his discharge, the arbitrator has jurisdiction to modify the discharge.

7.13 The arbitrator shall have the right to enter any Company premises where work is being performed or has been performed or where anything is taking place which may have a bearing on his decision and to interrogate any person respecting the case.

7.14 The time limits and other procedural requirements set out in the Article VII are mandatory and not merely directory and no matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the times specified. The provisions of this clause shall not be considered to have been waived by either party unless they expressly provide a waiver in writing, signed by both parties.

7.15 A grievance which has been disposed of pursuant to the Grievance Provisions of the Agreement shall not again be made the subject matter of a grievance.

7.16 The requirements of the Article VII are mandatory and not merely directory; therefore failure to put a grievance in writing at Step 2 in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Also, any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be considered settled on the basis of the last reply.

7.17 A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at Step 2 or 3 of the grievance procedure, both the Company Management and the Union representatives who pass on the same as provided herein, shall sign the settlement as endorsed upon the written grievance, so that no question or argument may arise as to what the settlement was.

7.18 When an employee's grievance is settled by the parties or determined by an arbitrator on the basis that the employee is entitled to be reimbursed for wages lost as a result of action on the part of the Company in violation of this agreement, such reimbursement shall be retroactive to the date of presentation to the Company in writing. Such reimbursement shall be at the employee's base rate inclusive of any premiums, for such hours as the employee would have worked for the company if the violation had not occurred, but there shall be subtracted there from any monies the employee received that is deemed to replace lost wages during such period.

7.19 UNION POLICY GRIEVANCE OR COMPANY GRIEVANCE

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may

be, in writing within seven (7) days from the time the circumstances should have been known by the grievor. A meeting between the Company and the Union shall be held within (5) days of presentation of the written grievance and shall take place within the framework of Step 3 of Article 7.05. The Company or the Union, as the case may be, shall give its written decision within three (3) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within five (5) days of the delivery of such written decision and the arbitration sections of this agreement shall be followed.

It is expressly understood that the provisions of the paragraph 7.19 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves instate, and the provisions of Article 7.05 hereof shall not thereby be bypassed.

7.20 DISCHARGE CASES

- (a) A claim by a seniority employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step 3 of Article 7.05, provided a written grievance signed by the employee and his department Steward is presented to the Personnel Manager or designee, within five (5) days after the discharge. The International Representative of the Union will be permitted to attend the meeting held pursuant thereto, with the Personnel Manager or designee, if the Manager is not on site. The union will not question the discharge of any probationary employee nor shall such discharge be the subject of a grievance.
- (b) Should the parties agree or should the grievor satisfy the Arbitrator that a seniority employee has been discharged without just cause, such employee shall be reinstated as an employee without loss of seniority and shall be compensated in accordance with the provisions of Article 7.18 hereof or the Arbitrator may make any other award which is just and equitable.

ARTICLE VIII – NO STRIKES OR LOCKOUTS

8.1 The Union undertakes and agrees that while this agreement is in operation neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sit-down, or any suspension or stoppage of or interfere with work or production which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts, and the Company agrees that it will not engage in any lockout during the term of this agreement.

8.2 Any employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge.

ARTICLE IX – SENIORITY

9.1 An employee having less than thirty (30) full days of work performed with the Company shall be considered a probationary employee and will have no seniority rights, but when such rights are acquired, seniority will be regarded as having started from the date of last hiring immediately prior to acquitting such seniority. The Union will not question the lay off or dismissal of any probationary employee, nor shall such lay-off or dismissal be the subject of a grievance.

9.02 Employees who are transferred from a position inside the bargaining unit to a position outside the bargaining unit shall continue to accumulate seniority for a period of six (6) months, while in the excluded position, and maintain their rights to exercise that seniority back into the bargaining unit.

If they continue in the excluded position beyond the six (6) month period their bargaining unit seniority will cease to exist.

9.3 In all cases of filling permanent job vacancies (except those in respect of positions excluded from the bargaining unit) and in all cases of a decrease or increase of the working force, the following shall be considered:

- (a) Seniority:

- (b) Qualifications and the ability to perform the job in a competent manner.

Where the qualifications in factor (b) are relatively equal, factor (a) shall govern, provided however, that management shall not exercise its judgement in an arbitrary manner.

9.04

- (a) The Company agrees to a post permanent job vacancies for three (3) days. A permanent job vacancy is a vacancy which is expected to last thirty (30) days or longer, as mutually agreed, to facilitate a specific requirement.
- (b) The Company will consider job vacancy applications from eligible applicants.
- (c) When it is determined there is a job vacancy it will be posted specifying the shift on which it came open. If the employee who successfully bids on the opening has more seniority than others within the classification, he/she will be given preference to fill the shift as posted. If the successful bidder is junior to others within the classification they shall be offered the opportunity to fill the open shift in order of seniority. Opening(s) as a result of the original posting shall likewise be filled on a seniority basis. Employees who have been awarded a job under the job bid procedure will not be allowed to bid for a job in another classification for a period of six months. Once per year, on January 1, employees within each classification will be allowed to transfer to their preferred shift according to seniority. Upon selecting their shift they shall remain in the shift to which they transferred unless a vacancy arises during the year, and is filled as outlined above.
- (d) When a vacancy which is posted and filled by a successful applicant creates a second job vacancy, the second job shall be posted for a period of two (2) days. A job created as a result of fulfilling the second vacancy shall not be posted and shall be filled in any manner the Company sees fit.
- (e) The name of the successful job applicant shall be posted on the Plant bulletin board, within the time limit set out in Article 9.04.
- (f) The Company may fill permanent job vacancies, temporarily, as it deems proper to a maximum of ten (10) days beyond the expiry date of the posting, at which time the successful applicant shall be transferred into the position or receive the appropriate new rate. This condition would not apply to a vacancy with a future start date and no temporary incumbent.
- (g) A seniority employee shall be allowed to apply for a vacancy at a lower or higher rate of pay. However, if successful in bidding to a lower rated job, an employee shall not be allowed to apply for another job vacancy for a minimum of nine (9) months. This restriction does not apply to employees who enter apprenticeship programs.
- (h) The Company will recognize and post for approved "back-up" operators as it deems necessary. Back-up operators will be recognized in Labour Grades 1 through 8. These positions will be posted and awarded as per 9.03. It is understood that qualified back-up operators will be paid the back-up position rate only while performing those duties and will be given consideration after those eligible under 9.04 (c) and after those bumped out of the classification within eighteen (18) months.
- (i) Qualifications gained in non-bid transfers will not be considered in a layoff or promotion.

9.05 For Labour Grades 1 through 6, the Company will consider applications, if any, from eligible applicants and will fill the vacancy in accordance with the provisions of 9.03. The successful applicant shall receive a trial period with appropriate instruction of up to five (5) working days.

9.06 Notwithstanding the forgoing provisions of Article 9.03, employees who successful bid for trainee positions in Labour grades 7 and 8 shall immediately receive a supplement of 10 cents in addition to their current rate for a trial period of twenty (20) days.

Applicants who successfully complete the trial period shall receive a rate of pay 20 cents less than the new job rate for an additional sixty (60) days training period at the end of which time the employee shall obtain the job rate.

9.07

- (a) Notwithstanding the foregoing provisions of Article 9.03, In all cases of a lay-off for the balance of the shift, probationary employees will be laid off first, while length of service will be considered of all other employees where possible.
- (b) In the case of a temporary lay-off (i.e. up to three (3) regular working days), probationary employees will be laid off first, while seniority in the classification on shift will be the governing factor for all other employees.
- (c) In the case of a lay-off of more than five (5) working days, the Company will give five (5) working days written notice to the Union and the employees so affected.
- (d) For layoff of more than five (5) working days and subsequent recalls, senior employees shall have bumping rights on a plant-wide basis, even to a higher position, if they have worked in that classification previously, and where it can reasonably be expected that he can perform the job tasks in accordance with Article 9.03.
- (e) For employees in grade (7) through ten (10) bumping rights shall be within classification. For the purpose of lay off the maintenance Electrician and the Electrician/ Technicians will be treated as one classification.
- (f) Said employees shall also have plant-wide bumping rights to positions in grades one (1) through six (6), or to higher positions if they have worked in that classification previously and are qualified in accordance with Article 9.03.
- (g) Where it is necessary to reduce the working force of employees in those positions in Labour grades 9 to 10A, the Company shall consider requests from any affected employee who may choose to be laid off, rather than exercise his bumping rights, as per 9.07. Such request must be in writing and signed, and submitted to the Personnel Department within two (2) days of receiving notification of lay-off.
- (h) Skill Trades employees whose requests for lay-off are accepted shall only have the opportunity to be recalled to the classification from which they were laid off.
- (i) Notwithstanding Article 9.04, except paragraph (c), in the event of an increase in the number of employees the Company required within a classification or the workforce, employees will be returned to their original classification from re-assignment or lay-off for a period of not more than twenty-four (24) months. Seniority shall be the governing factor.
- (j) Original job in this context will mean the job classification and shift the employee was last hired in or accepted to on a job posting.
- (k) Prior to giving notice of lay-off to any employee(s), the Company shall meet with the Local Union President or another Union Representative to review the seniority list.

9.08 LOSS OF SENIORITY

An employee shall lose all seniority and service rights if:

- (a) He quits his employment;
- (b) He is discharged for just cause;
- (c) He is laid-off for a period in excess of twenty-four (24) months;
- (d) A person on lay-off fails to return to work within seven (7) working days after the Company's notice of recall is delivered by registered mail or courier to the last address of the person shown on the Personnel

Office records, or if the person within four (4) working days after such notice of recall is so delivered, fails to notify the Personnel Office of his intention to return to work. The forgoing provision may be waived by the Personnel Manager in writing if the person furnishes reasons satisfactory to the Personnel Manager for such failure of his part. If such cases of waiver, the person will not be permitted to displace another employee with less seniority who has been employed in the meantime with less seniority who had been employed in the meantime, but will be rehired with seniority intact when employment for which he is qualified and for which he has the necessary seniority is available. It shall be the duty of the employee or laid-off person to notify the Company office promptly, in writing, of any change of address or telephone number. If an employee or laid-off person should fail to do this, the Company will not be responsible for the failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears in the Company's Personnel records, shall be conclusively deemed to have been received by the employee or laid-off person.

- (e) If an employee fails to return to work promptly after the expiration of any leave granted to him, unless an excuse acceptable to the Personnel Manager is provided immediately on demand to the last known address and he is subsequently excused by the Personnel manager.
- (f) If an employee absents himself from work for three (3) days or more without a reason satisfactory to the Company.

9.9 A person who is rehired after losing his seniority will be a probationary employee.

9.10 Seniority Lists will be posted by the Company on the Bulletin boards within thirty (30) days of the signing of this agreement. The lists shall be reviewed every three (3) months and copies thereof posted on the boards and supplied to the Union.

9.11 For the purpose of summer employment, The Company may employ students who shall not have seniority rights with respect to other employees and their employment shall terminate with the loss of all Union rights prior to the Second Monday in September. Summer students shall not be hired to perform bargaining unit work if qualified bargaining unit employees are on active lay-off valid recall rights.

ARTICLE X – TEMPORARY TRANSFERS

10.1 An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the Company, and if the rate of pay in the Classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay.
- (b) If the transfer is for the convenience of the employee or to enable him to avoid lay-off, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate.
- (c) If the transfer is for the convenience of the Company to a higher rate classification then the employee will receive the higher rate of pay

ARTICLE XI – BEAREVEMENT

11.1 When death occurs in a seniority employee's immediate family (spouse, parent, parent of the spouse, child, brother or sister), the employee, shall on request be granted three (3) workdays leave with pay. Payment will be based upon the employee's base hourly rate exclusive of premiums.

11.2 In the event of the death of the employee's grandparent, grandchild, brother-in law or sister-in-law, the employee, shall on request be granted one (1) workday leave with pay. Payment will be based upon the employee's base hourly rate exclusive of premiums. The employee will not receive pay for any day that he would not otherwise have been scheduled to work.

ARTICLE XII – JURY DUTY

12.1 Each seniority employee who is summoned to and reports for jury duty, or as a court witness, as prescribed by applicable law (subject to the eligibility requirements in (a), (b), and (c)), shall be paid by the Company the difference between the employee's regular base rate, exclusive of premiums, for the number of hours up to eight (8), regardless of shift that he otherwise would have been scheduled to work: and the daily jury fee paid by the Court (not including travelling allowance or reimbursement of expenses). The Company's obligation to pay an employee for jury duty under this Section is limited to a maximum of thirty (30) days in any calendar year, and in order to receive payment under this Section, an employee must meet all the following eligibility requirements:

- (a) The employee shall have given twenty-four hour notice to the Company that he has been summoned for jury duty.
- (b) The employee shall furnish satisfactory evidence to the Personnel Manager that he reported for and performed jury duty on the days for which he claims payment.
- (c) The employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.

ARTICLE XIII – LEAVE OF ABSENCE

13.1 In granting a leave of absence, the Company will give due consideration to the employee's seniority with the Company, previous leaves taken (excluding weekly indemnity or leaves due to a compensation injury), and the Company's ability to replace the employee during his absence.

13.2 If an employee is unable to report for work at the expiry date of his leave of absence, he shall, unless it is impossible to do so, notify the Personnel Manager before the start of his next shift.

13.3 In case of emergency, a seniority employee may request a leave of absence, and approval for such leave of absence shall not be unreasonably withheld. For the purpose of this situation only, emergency shall be defined as the death or terminal illness of one of the following: father, mother, spouse, children, brothers, sisters of the employee.

13.4 Any delegates of the Local Union not exceeding two (2) in number at any one time, elected or appointed by the Union for the transaction of Union business shall be granted leave of absence without pay and without loss of seniority for a reasonable time not exceed fifteen (15) working days each in any one calendar year. In any event, the total number of days of leave of absence granted in any one calendar year for all such occasions shall in the aggregate and including all occasions, not exceed a total of forty (40) working days. The Union agrees to notify the Company in writing at least seven (7) days prior to the request for such leave of absence, a request for leave of more than two (2) delegates at any one time to a maximum of five (5) shall be requested in writing at least ten (10) days prior to such leave.

13.5 The Company may, at its sole discretion, grant a once in a lifetime leave of absence of up to one year to an employee with ten (10) years or more seniority. The leave shall be limited to no more than one employee from any one Labour grade. Such leave shall be granted in accordance with Articles 13.07 and 22.04.

13.6 If an employee overstays his leave of absence he is presumed to have severed employment with the Company unless he can give an explanation satisfactory to the Company for his inability to return to work on the expiry date of his leave of absence.

13.7 Any leave of absence will be in writing and no such leave of absence will affect any employee's seniority rights when used for the purpose granted provided he returns to work at the expiration of his leave. Copy of leave to be given to the Union.

13.8 CANADIAN CITIZENSHIP – The Company will grant to a seniority employee, on all shifts, a leave of absence so that he may apply for his Canadian Citizenship test.

The employee will be reimbursed to a maximum of sixteen (16) hours pay for work time lost toward the successful completion of the Citizenship test.

13.9 The Company shall provide an unpaid leave of absence of up to one (1) year to one (1) employee for the sole purpose of working for the International Union. Such leave shall be granted in accordance with Article 13.07 and 22.04. Such leave shall be without “Company-paid” benefits.

ARTICLE XIV – SAFETY AND HEALTH

14.1 The Company shall continue its practice of making reasonable provision for the safety and health of its employees at the plant and follow the guidelines agreed to outlining the structure and function of the Joint Occupational Health and Safety Committee.

14.2 The Company will make safety equipment available to its employees in accordance with job requirements and existing safety legislation's.

14.3 Employees shall abide by and obey reasonable safety rules and regulations established by the Company.

14.4 The Company welcomes from the Union, its members or any employees, suggestions regarding safety and health.

14.5 The Company will contribute up to ninety-five dollars (\$95.00) in the first contract year and one hundred dollars (\$100) in the second and third contract years, towards the cost of one pair of safety shoes for seniority employees. Probationary employees will receive this contribution upon attaining seniority. Seniority employees will be reimbursed upon billing by the supplier: and the wearing of safety shoes is a condition of employment.

14.6 The Company agrees to supply coveralls and/or smocks and to pay cleaning of same. If an employee requires a second garment during the week due to fair wear and tear, the Company will supply the garment. In addition, the Company will supply work aprons of a suitable nature as required.

14.7 The Company will supply one pair of prescription safety glasses per Contract Year to each seniority employee upon presentation of a prescription by an optometrist. The Company will provide a choice of safety glass frames (selected by the Company) from a company-sponsored supplier for prescription safety glasses. One pair of plain safety glasses will be provided to all other employees. The wearing of safety glasses in the plant area during working hours is mandatory as a condition of employment.

14.8 Each employee will be supplied with one new pair of gloves as required.

14.09 The Joint Health and Safety Committee (referred to hereafter as “The Joint Committee”) shall consist of eight (8) members; equal members from the Employer and workers. When the plant is operating on a one-shift basis, that committee shall be reduced to six (6) members; equal members from the Employer and workers.

14.10 The Company will comply with the proposed legislation and the Ontario Health and Safety Act, as it applies to the requirement for showers. This action will be taken within the first year of the current collective agreement.

ARTICLE XV – PAY ON DAY OF INJURY

15.01 A seniority employee who is injured during working hours while properly performing his duties of employment and who is sent home from work by the Company or by a physician shall be paid for the time lost on the day he was injured at his regular straight time hourly rate exclusive of premiums for the unexpired portion of his scheduled work day.

ARTICLE XVI – NOTICES

16.1 The Company agrees to provide the Union with two bulletin boards in the vicinity of the lunchroom and time clock of a size approximately 3 feet by 3 feet for the purposes of posting Union notices and official papers. It is agreed that notices must be authorized by the Company before posting on the bulletin board.

16.2 The Union will not distribute or post or cause or permit to be distributed or posted on the property of the Company, or on its behalf, any pamphlets, advertising or political matter, cards, notices, or other kinds of literature, except with the written permission of the Personnel Manager.

16.3 The Company and the Union desire every employee to be familiar with the provisions of this agreement and for this purpose, the Company agrees to furnish a printed copy of the agreement to each employee within three (3) months of the date of ratification.

16.4 HANDICAPPED EMPLOYEES – In the event that an employee is injured in the performance of his duties and becomes physically handicapped as a result thereof, or in the event that an employee becomes affected by an occupational disease during the course of his employment and becomes physically handicapped as a result thereof, the Company shall make reasonable effort to provide the handicapped employee with such suitable employment as is available. The Local Union President, upon request, will be advised of the outcome.

ARTICLE XVII- HOURS OF WORK AND OVERTIME

17.1 It is hereby expressly understood and agreed that the provisions of the Article XVII are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working Schedules.

17.2 Starting times will be in accordance with the following:

(1) One and Two Shift Operation.

First Shift 7:00a.m. to 3:30 p.m.

Second Shift 3:30 p.m. to Midnight

The normal workweek will commence with the first shift Monday morning.

(2) Three Shift Operation.

First Shift 7:00 a.m. to 3:00 p.m.

Second Shift 3:00 p.m. to 11:00 p.m.

Third Shift 11:00 p.m. to 7:00 a.m.

The normal workweek will commence with the Third Shift Sunday midnight.

It is understood and agreed that the starting and quitting times may be varied at the discretion of the Company up to a maximum of one (1) hour.

The Company will give the Union forty-eight (48) hours notice of any intended change to shift schedules.

17.3 LUNCH PERIODS - Employees shall be allowed lunch periods as follows:

(1) One and Two Shift Operation.

Each employee will be entitled to a thirty (30) minute unpaid lunch period.

(2) Three Shift Operation.

Each employee will be entitled to a twenty (20) minute paid lunch period.

The Company will give employees forty-eight (48) hours notice before any change to lunch break schedules, except where emergency conditions exist.

17.4 Wash-up Period – The Company will grant a paid wash-up period of five (5) minutes before the end of each shift for all employees.

17.5 Rest Periods – Each Employee shall have two (2) ten (10) minute paid rest periods, the first rest period to be taken during the first four (4) hours of the shift and the second rest period to be taken during the second four (4) hours of the shift, it being understood, however, that such rest periods shall only be taken at a time and in a manner so that the Company's operation and production will not be affected thereby. Any employee who abuses the (10)

minute rest period provisions here-in-above specified, by taking substantially longer than the specified amount of time, shall be warned for the first offense and shall be subject to disciplinary action for any additional offense.

17.6 Shifts shall be maintained on a steady non-rotating shift basis.

17.7 Overtime shall be equally distributed among those employees who normally perform the work to be done. By December 31st of each calendar year, the hours accumulated will be adjusted. The Company will give consideration to a legitimate request by an employee to be excused from an overtime assignment.

Any employee entering a classification will be charged with the average overtime hours within that classification.

The Company agrees to maintain the present practice of trying to equalize the overtime between shifts.

Employees requested to perform overtime will be required to sign-off to show they agreed or refused such overtime. The company will make every attempt to schedule and notify employees in classifications 1 to 8 at least one day prior to weekend overtime shifts.

Employees absent when overtime is offered will be charged as refused.

The monthly overtime records will be given to the Local Union President and posted on a notice board.

17.8 WEEKEND AND HOLIDAY OVERTIME

- (a) For employees classified in Labour grades one (1) through eight (8) inclusive, overtime on Saturdays, Sundays and Holidays shall be on a voluntary basis, distributed in accordance with Article 17.07.
- (b) For employees classified in Labour Grades nine (9) and ten (10), the Company shall assign overtime of Saturdays, Sundays, and Holidays according to the following provisions:
 - (i) The Company will notify the Union and the Employees in the relevant classifications of overtime requirements at least forty-eight (48) hours in advance.
 - (ii) If at least forty-eight (48) hours of notice is not given, then the overtime will be voluntary.
 - (iii) If Saturday, Sunday, or Holiday overtime is required, the Company will canvas the employees in the required classifications for volunteers to satisfy the overtime requirements. The Company will make every attempt to notify employees of such overtime requirements by the end of the shift on Thursday. Such overtime shall be distributed in accordance with Article 17.07. When there are not enough volunteers, the Company shall have the right to acquire the necessary employees in the required classification to work as scheduled starting with the employee with the least number of overtime hours worked in the previous two (2) week work periods, in the classification, until the overtime requirements are satisfied.
 - (iv) Any dispute arising out of the application, interpretation or alleged violation of this Article shall be subject to the Grievance procedure.

17.9 Overtime at the rate of time and one-half (1 ½) the employees regular rate of pay shall be paid for:

- (a) All work performed in excess of eight (8) hours per workday.
- (b) All work performed in excess of forty (40) hours per work week:
- (c) All work performed on Saturday.

17.10 Overtime at the rate of double the employee's regular rate of pay shall be paid for all work performed on Sunday and for all hours worked in excess of twelve (12) hours in one day.

17.11 In computing overtime, hours compensated for at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

17.12 Employees required to work more than two (2) hours of overtime past their scheduled shift shall be given one half (1/2) hour on Company time at straight time rate to eat their lunch prior to commencement of the overtime shift.

ARTICLE XVIII – SHIFT PREMIUMS

18.01 The company shall pay a premium rate of sixty cents (\$.60) per hour for hours worked on the Afternoon shift and sixty-five (\$.65) for hours worked on the Night shift in the first year of the contract. A premium of sixty cents (\$.60) per hour for hours worked on the Afternoon shift and seventy-five cents (\$.75) per hour for hours worked on the Night shift will be paid in the second and third years of the contract.

18.02 Any shift that starts at 2:00 p.m. or later shall be considered the Afternoon shift. Any shift that starts at 10:00p.m. or later, shall be considered the Night Shift.

18.03 Shift premiums shall not be included in earnings for the purpose of computing overtime, but shall be paid in addition to the overtime rates of scheduled afternoon or night shift workers.

ARTICLE XIX – REPORTING ALLOWANCE

19.1 An employee who properly reports for work as scheduled or as directed, unless he has been notified in advance not to report, will receive at least four (4) hours work at his straight time base hourly rate or shall be paid for four(4) hours at his straight time base hourly rate, exclusive of premiums, except in cases of Labour disputes, machinery, equipment, power or other utility breakdown, or any other causes, without limitation, beyond the control of the Company.

When an employee has not been working because of illness lasting five (5) days or more, leave of absence or any other cause, it shall be his responsibility to arrange with the Company for his return to work prior to the time of his intended return. It is the employee’s duty to keep the Company informed of his correct address and telephone number and the Company will not be liable for any payment unless such arrangements have been made.

19.2 When an employee is called into work because of a breakdown or any emergency at other than his regular scheduled hours, he will be paid at the appropriate rate with a minimum of four (4) hours pay at straight time.

ARTICLE XX – DESIGNATED HOLIDAYS

20.1 A seniority employee will be paid for each of the Holidays listed hereinafter a sum equivalent to his regular hourly rate for the number of straight time hours in the normal work day, providing he complies with qualification hereinafter set forth. The designated holidays and declared lay-off days for the life of the Contract are as follows:

| 2001-02 CONTRACT YEAR | | HOLIDAY |
|------------------------------|-------------------|----------------------|
| Monday | July 2, 2001 | Canada Day |
| Monday | August 6, 2001 | Civic Holiday |
| Monday | September 3, 2001 | Labour Day |
| Monday | October 8, 2001 | Thanksgiving Day |
| Monday | December 24, 2001 | Day Before Christmas |
| Tuesday | December 25, 2001 | Christmas Day |
| Wednesday | December 26, 2001 | Boxing Day |
| Thursday | December 27, 2001 | Floater |
| Friday | December 28, 2001 | Floater |

| | | |
|---------|-------------------|---------------|
| Monday | December 31, 2001 | Floater |
| Tuesday | January 1, 2002 | New Years Day |
| Friday | March 29, 2002 | Good Friday |
| Monday | May 20, 2002 | Victoria Day |

2002-03 CONTRACT YEAR 2**HOLIDAY**

| | | |
|-----------|-------------------|----------------------|
| Monday | July 1, 2002 | Canada Day |
| Monday | August 5, 2002 | Civic Holiday |
| Monday | September 2, 2002 | Labour Day |
| Monday | October 14, 2002 | Thanksgiving Day |
| Tuesday | December 24, 2002 | Day Before Christmas |
| Wednesday | December 25, 2002 | Christmas Day |
| Thursday | December 26, 2002 | Boxing Day |
| Friday | December 27, 2002 | Floater |
| Monday | December 30, 2002 | Floater |
| Tuesday | December 31, 2002 | Floater |
| Wednesday | January 1, 2003 | New Years Day |
| Friday | April 18, 2003 | Good Friday |
| Monday | May 19, 2003 | Victoria Day |

2003-04 CONTACT YEAR 3**HOLIDAY**

| | | |
|-----------|-------------------|----------------------|
| Monday | June 30, 2003 | Canada Day |
| Monday | August 4, 2003 | Civic Holiday |
| Monday | September 1, 2003 | Labour Day |
| Monday | October 13, 2003 | Thanksgiving Day |
| Wednesday | December 24, 2003 | Day Before Christmas |
| Thursday | December 25, 2003 | Christmas Day |
| Friday | December 26, 2003 | Boxing Day |
| Monday | December 29, 2003 | Floater |
| Tuesday | December 30, 2003 | Floater |
| Wednesday | December 31, 2003 | Floater |
| Thursday | January 1, 2004 | New Years Day |
| Friday | April 9, 2004 | Good Friday |
| Monday | May 24, 2004 | Victoria Day |

Should Government legislation declare "Heritage Day", or any other day, as a legal holiday, that will be observed and paid as a holiday.

20.2 In order to qualify for payment for any of the holidays designated in Article 20.01, the employee must work his last full scheduled shift of his normal week prior to and his first full scheduled shift of his normal work week following the holiday.

20.3 Notwithstanding the foregoing provisions of the Article, when a regularly scheduled shift starts on the night proceeding the designated holiday and finishes on the holiday, or starts on the night of the designated holiday, such hours of the shift as are worked the holiday will not be paid for at premium rates but shall be paid for at the employee's regular straight time hourly rate.

20.4 An otherwise eligible employee, who agreed to work on one of the designated holidays but does not report for work and work as scheduled, without reasonable cause, shall forfeit his holiday pay for that particular holiday.

20.5 All work performed on any of the designated holidays by a seniority employee shall be paid for at the rate of two (2) time his regular rate of pay in addition to the holiday pay for a qualifying employee.

20.6 In the event one of the aforesaid holidays falls during the vacation period of a seniority employee, such employee shall be granted an extra day of vacation.

ARTICLE XXI – VACATIONS WITH PAY

21.1 Seniority employees shall be entitled to an annual vacation in accordance with the following schedule on the basis of seniority at June 30 in each year.

| | |
|---|-----------------|
| One (1) year but less than five (5) years | Two (2) weeks |
| Five (5) years but less than twelve (12) years | Three (3) weeks |
| Twelve (12) years but less than twenty (20) years | Four (4) weeks |
| Twenty (20) or more years | Five (5) weeks |

NOTE: Employees with less than one (1) year of seniority shall receive vacation pay in accordance with the regulations of the Ontario Employment Standards Act.

NOTE: Percentage payout for twenty (20) years or more is 11%.

21.2 The Company reserves the right to either declare a plant shut down for a vacation period or to stagger vacations. In allocating vacation, the Company will recognize seniority where practical in keeping with clause 9:03 in scheduling work during shut down and additional vacation periods beyond the shut down, as long as it does not interfere with the efficient operation of the Company.

21.3 The Company will give notice to the Union by May 15 of each year as to the time of plant shutdown for the purpose of scheduling vacations.

21.04 When an employee has been on an approved Weekly Indemnity or Workers Compensation Claim on not more than one occasion during the vacation year and has worked a minimum of 1500 straight time hours, such employee will receive the greater of the appropriate percentage or the average hourly base rate during the vacation year x 40 hours per week of vacation entitlement.

ARTICLE XXII – BENEFITS

22.01 Benefits and plans referred to in the Article XXII are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agency or government agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions.

22.2 The Company will pay one hundred percent of the premium costs for the following benefit plans for seniority employees.

1. Life/Ad&D insurance: 23,000
2. Weekly indemnity Coverage:
66 2/3% of base earning to U.I.C. maximum on a 1-1-4-52 week basis. Coverage commences day one if patient is discharged on an outpatient base
3. O.H.I.P. standard coverage for employees and dependants.
4. Semi-private hospital coverage for employees and dependants.
5. Manulife Drug Plan:
Thirty-five (35) cents deductible prescription drug plan for employees and dependants.
6. Dental Plan:
Dental coverage for employees & eligible dependents will be maintained at the current Ontario Dental Association's rate Plus Rider #1 and Rider #2.
7. Vision Care:
Seniority employees are eligible to receive \$140 per Family Member(s) per 24 months.

22.3 In consideration of the fact that the Company has negotiated additional benefits greater than the savings which will result from upgrading the Weekly Indemnity Plan to a standard which qualifies for premium reduction, the parties hereto agree that the Company shall be entitled to retain the full amount, i.e., twelve-twelfths (12/12) of the premium reduction granted by the Unemployment Insurance Commission.

22.04 In the case of any lay-off or leave of absence, the Company will, as to the particular participating employee, pay the premium through the calendar month and the following month in which such employee was laid off, if the lay-off or leave continues beyond such period, the Company shall not be required to pay any portion of the premium for any of the group Insurance Plans of O.H.I.P. benefits hereunder for that particular participating employee so long as such lay-off or leave of absence continues.

22.5 In the case of a participating employee who is absent on sick leave or Worker's Compensation, the Company will, as to the particular participating employee, pay its share of the premium through the calendar month in which such employee commenced such leave, and during such sickness, until Weekly Indemnity is used up. If such leave continues beyond the foregoing period, the Company shall not be required to pay any portion of the premium for any of the Group Insurance Plans or O.H.I.P. benefits for that particular participating employee so long as such leave continues.

22.6 PENSION PLAN

The appendix "A" covering "Pension Plan", is hereby made part of the agreement effective January 1, 1972. The monthly pension benefit is computed as follows:

- (a) Effective June 26, 2001 a benefit equal to \$24.50 multiplied by the number of years of credited service rendered on or after January 1, 1972.
- (b) Effective June 26, 2002, the formula for calculating the pension benefit will become \$26.00 multiplied by the number of years of credited service rendered on or after January 1, 1972.
- (c) Effective June 26, 2003, the formula for calculating the pension benefit will become \$27.00 multiplied by the number of years of credited service rendered on or after January 1, 1972.
- (d) The Company will establish payroll deduction (employee contributions only) for an RRSP plan. The costs of administration of this plan will be paid for by the Company.
- (e) Effective date of increase in Basic Pension from \$22.00 to \$23.00 will be moved from June 25, 2001 back to January 1, 2001

ARTICLE XXIII – APPRENTICESHIP PROGRAMS

23.01 QUALIFICATIONS:

- (a) Apprentices shall be under agreement with the Company and registered with the industrial training Branch of the Ontario Department of Labour. The Union shall be notified in writing of such apprentices.
- (b) Apprentices shall be persons at least 18 years of age.
- (c) Apprentices shall have their Ontario Grade 12 certificate or equivalent educational standard.
- (d) Applicant shall be selected on the basis of seniority, past experience, aptitude, attitude, etc.

23.2 APPLICATIONS:

- (a) A notice will be placed in the employee bulletin board describing the opening and necessary qualifications for applicants and asking for interested applicants to apply to the Personnel Department.
- (b) All applications for apprenticeship shall be made on a form supplied by the director of apprenticeship of the

Ontario Department of Labour.

- (c) Apprentices shall have their Ontario Grade 12 certificate or equivalent educational standard.
- (d) Contracts of Apprenticeship will be forwarded for signature by the parties concerned.
- (e) Should the apprentice opening not be filled by an employee from the bargaining unit, it will be filled under the normal terms of the collective agreement.
- (f) The determination as to whether or not there shall be apprentices in training rests with the Company.

23.3 TERMS:

- (a) The apprenticeship shall be a term of the hours as prescribed for the trade by the apprenticeship Branch of the Ontario Department of Labour. The first 2,000 hours of employment shall be a probationary period for the purpose of remaining in the program.
- (b) An employee who was previously employed in the bargaining unit and whose apprenticeship contract is suspended or terminated for non-culpable behavior prior to the completion of 2,000 hours shall have recall of rights back to his previous position.
- (c) When an apprenticeship contract is suspended or terminated for non-suitable behavior after the completion of 2,000 hours, the employee shall be transformed back to his previous position if a vacancy exists, or to whatever position becomes available for which he is qualified.
- (d) Credit in hours may be granted, at the discretion of the Company, to applicants with previous training or experience, subject to the review and approval of the Apprenticeship Branch of the Department of Labour of Ontario.
- (e) The final period of the apprenticeship term may be extended at the same rate of pay until the prescribed training is completed in a manner satisfactory to the Company and the Apprenticeship Branch of the Department of Labour.

23.4 TRAINING

Apprentices shall be trained in accordance with the prepared schedules of training in work and related subjects as approved by the Apprenticeship Branch of the Department of Labour. Training shall be under the direction of the Supervisor, group leader, lead hand or qualified skilled tradesman.

23.5 TRAINING AND RELATED SUBJECTS

Apprentices shall regularly attend evening classes in subjects related to the trade in accordance with the schedule which forms part of these standards. They shall also be required to attend any training courses which may subsequently be provided for their study of the trade. Tuition fees for these related courses will be born by the Company, provided the apprentice successfully completes his course.

23.6 APPRENTICESHIP CONTRACT

Every apprentice shall enter into a written agreement with the employer to serve the apprenticeship term.

The contract shall be signed by the employer, the apprentice and his parent or guardian, if under 18, and shall be transferable to another employer only by mutual consent of all parties thereto.

The contract shall be registered with the Apprenticeship Branch of the Ontario Department of Labour and shall form part of these standards (Subject to any changes made by the Ontario Branch of the Department of Labour).

23.07 APPRENTICESHIP SENIORITY

- (a) Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they complete their apprenticeship when the regular apprenticeship seniority rules shall apply.
- (b) Upon the satisfactory completion of the apprenticeship program, the graduate apprentice will be given seniority equal to 50% of his time served as an apprentice with the Company to establish his skilled trades seniority.

23.08 WAGES

- (a) Apprentices in each of the trades shall be paid a progressively increasing schedule of wages, as follows:

- 1st 1000 hours - 65% of the job rate
- 2nd 1000 hours – 70% of the job rate
- 3rd 1000 hours – 75% of the job rate
- 4th 1000 hours – 80% of the job rate
- 5th 1000 hours – 85% of the job rate
- 6th 1000 hours – 90% of the job rate
- 7th 1000 hours – 95% of the job rate
- 8th 1000 hours – not less than 95% of the job rate

Job rate shall be defined as the existing job rate in the collective agreement for a Grade II Tool and Die Maker or Maintenance Repairman.

- b) Should the Company decide to accept a seniority employee to the apprenticeship program, the transfer will be made at his current base rate where he will remain until such time as his training hours, as indicated in the collective agreement dictate a rate increase or a general increase is granted.
- c) Apprentices who are given credit for previous experience shall be paid, upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances him.
- d) Apprentices shall be paid their regular straight time hourly rate for the allowed time off during working hours or time excused from work to attend mandatory related courses or the difference of regular pay and U.I.C. benefits earned for that period of time off work.

23.9 CERTIFICATE

A certificate of Apprenticeship will be issued to the Apprentice by the Ontario Department of Labour upon satisfactory completion of the apprenticeship term.

23.10 CONTINUITY OF EMPLOYMENT

When conditions of business do not permit continuity of employment, the employer may shorten hours or temporarily suspend an apprentice after notice has been given to the Director of Apprenticeship.

An apprentice in learning his trade shall complete a minimum of thirty-two (32) weeks in each year of his apprenticeship period.

23.11 APPRENTICESHIP COMMITTEE

There shall be an Apprenticeship Committee consisting of four (4) persons: two (2) from the Company, one (1) from the skilled trades, and the Union President.

The function of this Committee shall be to advise on all phases of the apprenticeship-training program. The committee shall meet as required.

23.12 HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the skilled trade employee's in their respective classification.

In the event that the apprentice is on shift work, he will be allowed time off to attend his mandatory related course.

23.13 APPRENTICESHIP DISCIPLINE

An apprentice may be suspended or the contract cancelled for just cause such as:

- (a) Inability to learn
- (b) Unreliability
- (c) Unsatisfactory work
- (d) Lack of interest in his work
- (e) Insubordination
- (f) Failure to attend classes of related instruction

Notification of such action shall be forwarded to the Director of Apprenticeship.

23.14 AMENDMENTS TO STANDARDS

These standards of apprenticeship may be amended after notice to the Director of Apprenticeship, provided that no such change shall alter any apprenticeship contract then in force without written consent of the parties to the apprenticeship contract.

ARTICLE XXIV – GENERAL

24.1 DISCIPLINARY ACTION - The Company agrees to remove a warning notice from an employee's record after six (6) months from the date of receipt of the notice provided that a second warning notice has been given during that six (6) month period. Should such second or further notice be given prior to the six (6) month period, both notices shall remain on the employee's record for a further one (1) year period.

24.2 Any disciplinary action that is more severe than a warning notice and which has not been revoked through the grievance procedure as described herein shall remain on the employee's record for a period of one (1) year from date of issue.

24.3 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement.

Therefore, the Company and the Union for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time that they negotiated or signed this agreement. If any provision of this agreement is in conflict with any existing or future Provincial or Federal law, such provision shall become inoperative, but the validity of the remainder of this agreement shall not thereby be impaired and shall remain in full force and effect.

24.4 CREDIT UNION – The Company will, on written authorization by an employee, deduct from each pay specified amounts for the deposit to the Toronto Steelworkers Credit Union. The Company further agrees to remit once per month such amounts accompanied by a list of names on whose behalf the deductions were made and the amounts within the first fifteen (15) days of the month following the last pay period of the previous month to the Toronto Steelworkers Credit Union. The Company agrees to allow a maximum of two (2) Credit Union Representatives time to make presentations on the Credit Union, to employees in the lunch room during non-working hours. All such presentations must be approved by the Company in advance.

24.5 PAY DAY- The Company agrees to issue pay cheques Thursday during normal working hours.

The Company agrees that payment for the Good Friday Holiday will be made in the following pay week, in accordance with entitlement provisions of Article XX of the Collective Agreement.

24.6 For the purpose of annual inventory taking, the Company reserves the right to select those members of the Bargaining Unit, regardless of seniority, whom it requires to perform those parts of the inventory taking which involve normal Bargaining Unit Work.

a) In the event that regular production overtime is to be scheduled following a week day inventory, such assignments will be made in accordance with Article 17.07.

ARTICLE XXV – SKILLED TRADES

25.1 The skilled trades classification shall be designated as those positions in Labour Grades 9 and 10.

25.2 The qualifications for entry in to the senior level of skilled trades positions as those positions become available are:

- (a) A present incumbent within the classification.
- (b) One who has served a bona-fide apprenticeship of four years (8000 hours) and holds a certified to substantiate this.
- (c) One who holds a recognized certificate in any of the related trades.

25.3 During any period when qualified skilled tradesmen are unavailable, it is agreed that other employees may be hired or reclassified on a temporary basis to supplement the work force in the senior level skilled trades positions.

Such supplemental employees will receive a rate .25 cents less than the qualified rate and shall be so employed only when the Company is actively looking for qualified applicants.

A supplemental employee shall not accumulate seniority within the skilled trade classification but shall accumulate plant-wide seniority and may exercise this seniority when replaced with qualified skilled trade's applicants.

25.4 Employees in skilled trades classifications may exercise their seniority to bump within the Skilled-Trades classifications if qualified in accordance with 25.02

In exercising their seniority, said employees may not bump Apprentices and may not bump into a Specialist Classification unless the Company determines them capable.

25.5 In determining shift preference within a skilled trade's classification, plant-wide seniority will govern, as outlined in 9.04(c).

25.6 ELECTRICIAN

While the Company employs three or more electricians in the Bargaining Unit, it may employ an electrician supervisor who may work on electrical related jobs in addition to his supervisory duties. Should the complement of electricians

become less than three, as a result of lay-off, the condition by which the supervisor is allowed to work shall cease to exist.

25.7 Effective June 25, 2001, skilled trade employees will receive an allowance of \$150.00 per contract year for purchasing tools.

ARTICLE XXVI – WAGES

26.1 The wage schedule attached hereto as Schedule "A" shall come into effect on June 26, 2001.

Additional wage adjustments will be made as per Schedule "A" effective June 24, 2002, and effective June 23, 2003.

26.2 Probationary employees may be paid up to fifteen cents (\$.15) per hour less than the designated rate for that classification.

26.3 LEAD HANDS

Lead hands may be selected by the Company and their selection shall be primarily on considerations of general knowledge and of skill in the overall group which they lead, and their qualifications to provide leadership therein. Selection of Lead Hands shall not be subject to the seniority provisions on this Agreement. If a Lead Hand is not providing satisfactory to the Company in this capacity, he can be discontinued in this capacity by the Company and such employee shall then revert to his former status. The Company may at any time in its discretion, eliminate Lead Hands in any department. A lead Hand shall be paid forty cents (\$.40) per hour above the rate of the classification for which he is in charge. Lead hands hold no disciplinary powers. When Lead Hand positions are being considered, the Company will notify employees in the affected area that applications for the position may be submitted to the Company for consideration. The Company will give fair consideration to all applicants but retains all right of final selection.

ARTICLE XXVII – DURATION

27.1 This agreement shall become effective on the 26th day of June 2001, and shall remain in full force and effect until the 25th day of June 2004.

27.2 Once notice is given, negotiations may begin within fifteen (15) days at the request of either party.

Dated at Mississauga this 24th day of June 2001.

BRAKE PARTS INC.

UNITED STEELWORKERS OF

MISSISSAUGA

AMERICA

C. Speece

D. Clifford

B. Bond

S. Randhawa

P. Teeple

J. Esteves

P. Sidhu

L. Thomas

Schedule "A"

| Labour Grade | Classification | June 26, 2001 | June 24, 2002 | June 23, 2003 |
|---------------------|---|----------------------|----------------------|----------------------|
| | | \$0.30 | \$0.30 | \$0.40 |
| 1 | General Labour | 17.83 | 18.13 | 18.53 |
| 3 | Punch Press Op. Disc Packer | 18.13 | 18.43 | 18.83 |
| 4 | Press Weld Op. Maintenance Helper Auto. Press Op. Auto Weld Op. | 18.23 | 18.53 | 18.93 |
| 5 | Towmotor op. | 18.33 | 18.63 | 19.03 |
| 6 | Scale op. Narrow Aisle stacker Induction Hardener Op. Vibra Set-up & Op. | 18.43 | 18.73 | 19.13 |
| 7 | Press weld Set-up & Op. Wean McKay Set-up & Op. Die Setter | 18.61 | 18.91 | 19.31 |
| 8 | Machine Set-up & Op. Steel Receiver Maintenance Repairman Quality Control Inspector Maintenance Assistant Tool & Die Assistant | 18.81 | 19.11 | 19.51 |

| Labour Grade | Classification | June 26, 2001 | June 24, 2002 | June 23, 2003 |
|---------------------|--|----------------------|----------------------|----------------------|
| | | \$0.40 | \$0.40 | \$0.50 |
| 9 | Tool & Die Maker | 21.86 | 22.26 | 22.76 |
| 9A | Maintenance Millwright Towmotor Mechanic | 22.19 | 22.59 | 23.09 |
| 10 | Senior Tool & Die Maker Maintenance Electrician Toolroom Machinist | 22.69 | 23.09 | 23.59 |
| 10A | Senior Tool and Die Specialist | 23.94 | 24.34 | 24.84 |
| 10B | Electrician / Technician | 23.69 | 24.09 | 24.59 |

Letters of Understanding

BENEFITS ADMINISTRATION

Both parties agree that when there are problematic cases involving benefits coverage's they will work together to achieve final resolution. The Union will provide the Company with the name of its representative who will deal with these issues.

RELEASE OF INFORMATION TO UNION

This letter expresses authorization for ManuLife, the current insurance carrier, to release all relevant information and documentation pertaining to Weekly Indemnity (WI) claims to USWA Local 7574 representative.

Such representative shall be entitled to contact ManuLife for information regarding outstanding WI claims, and the information will be supplied.

Where such information is confidential or sensitive information, the Union representative will provide a waiver for release of information.

Both the company and the union understand that there are new privacy laws in the process of being instituted by the Federal and provincial governments. When these laws become official the parties agree to meet to determine the effect they may have upon this agreement. Under any circumstances the parties agree to abide by the Privacy Laws as required.

UNION PRESIDENT DUTIES

The Company and the Union will, for the duration of the Collective Agreement, maintain the current practice of allowing the Union President, or his designate, three (3) hours per day to attend to Union duties.

RE: ARTICLE 9.04 (h) BACK UP EMPLOYEES

The Company recognizes the need to train backup employees for certain positions in order to facilitate ongoing requirements. In order to properly address our needs, candidates for backup positions in Labour Grades 7 and 8 must satisfy the following conditions:

- Must be willing to fill in as backup as required
- Must have the necessary skill and ability to be trained
- Must receive SPC training

The number of backups at any given time will depend on the number of regular employees in a given classification.

| LABOUR GRADE | CLASSIFICATION |
|--------------|-----------------------|
| 7 | Press Weld Setup & Op |
| 7 | Wean McKay Setup & Op |
| 7 | Die Setter |
| 8 | Machine Setup & Op |
| 8 | Q.C. Inspector |

PROCEDURE

- Backup positions will be posted. Interested employees who meet the above conditions will be appointed on a seniority basis.
- In the event of a layoff a backup must move into the position for which he/she is trained if the position is occupied by a less senior employee. The backup must remain in the position while there are incumbent employees on layoff, for the duration of the layoff, up to twenty-four (24) months.
- A senior backup employee may choose to fill the position, otherwise the junior backup must fill the position.
- In a recall situation, trained backup employees will be recalled to their original classification or the classification for which they have been trained as backup.
- An employee can only qualify for one backup position. However, if the situation warrants it, the Company may allow an employee to be a backup for more than one position on an exception basis.
- Employees who successfully bid for backup positions will be paid twenty (20) cents/hour less than the new job during the training period.

Re: ELECTRICIAN/TECHNICIAN

As per the Letter of Understanding initiated on October 16th, 1995, and resigned June 24th, 2001, for the purpose of lay-off, the Maintenance Electricians and the Electrician/Technicians will be treated as one classification.

Clause 20.06

Should a Designated Holiday fall within the Plant Shutdown period the employee shall have the option of taking the extra day of vacation or working the extra day. If the employee decides to work the day the company will, within one week mutually agree when the extra day will be taken. The union will be notified of this decision.

Employment Standards Amendments

During our 2001 negotiations the company and the union discussed the effects of the recent changes to the Ontario Employment Standards Act, and in particular the areas of Emergency Leave and Time Off The job in lieu of overtime pay.

The company and the union have agreed to handle these issues in the following manor whenever the changes are implemented.

Emergency Leave

If bereavement leave is included in the Emergency Leave provisions of the Employment Standards Act, clause 11.01, & 11.02 of our collective agreement will be included in the time off the job granted. To clarify further the 10 days of Emergency Leave will not be in addition to these clauses but time off the job taken under these clauses are included in the 10 days of Emergency Leave proposed under the new Employment Standards Act.

Lieu Time for Overtime

There shall be no scheduling of time off the job in lieu of overtime worked.

Clause 9.07 (b)

During the 2001 negotiations the Company and the union discussed the application of clause 9.07 (b) as it pertains to

temporary layoffs of a particular shift. The company assured the union that it was not the intent to have short-term layoffs repeatedly affecting only one shift to avoid having a general layoff at the facility.

Overtime Equalized with employees (as per Clause 17.07)

During our 2001 negotiations the company and union discussed at length their desire to insure that overtime is equalized with employees as per clause 17.07. Both parties' desire is to make the system as fair to all people as possible.

In an effort to insure that people have equal opportunity for over time the following rules (in addition to the present rules in the collective agreement) will be followed in the asking and charging of overtime hours.

- Employees will be charge the number of hours asked if they refuse the opportunity to work for either weekend or daily overtime.
- Employees who are called at home will be charged with the number of hours asked. If employees are not reached by phone they will not be charged. When the company is phoning employees for overtime a union steward (if available in the plant) will be asked to be present.
- Employees asked to work outside their normal classification will not be charged with the time worked.
- Employees who decline to be called at home for overtime will be charged for any overtime, which may have been available.

Both parties agree that should other concerns be raised regarding this issue that we will meet to discuss the opportunities for improvement of the process.

**GUIDELINES FOR THE
STRUCTURE AND FUNCTION OF
THE JOINT OCCUPATIONAL
HEALTH AND SAFETY COMMITTEE**

AS AGREED BETWEEN

**BRAKE PARTS INC.
Mississauga**

-AND-

**THE UNITED STEELWORKERS OF AMERICA
LOCAL 7574**

DATE: APRIL 8, 1998

PREAMBLE

1. The Occupational Health and Safety Act requires the establishment of Joint Health and Safety Committees where twenty or more workers are regularly employed at a workplace and to hold Joint committee meetings on a regular basis, no less than quarterly, and as often as the Committee deems appropriate.
2. It is our firm belief that through joint education programs, joint investigations of problems, and joint resolution of those problems, just rewards will be enhanced for all, and the workplace will be made safe and healthy for all employees.
3. The parties acknowledge that the proper functioning of the Joint Health and Safety Committee can only be carried out where the representatives of the Employer and of the workers are committed to these responsibilities. To effect this, the undersigned undertake to make decisions that will be carried out by their respective organizations.
4. The parties hereto adopt these guidelines in good faith and agree to promote and assist the Joint Health and Safety Committee whenever and wherever possible.

STRUCTURE OF COMMITTEE

- 1.1 The Joint Health and Safety Committee (referred to here-after as “the Joint Committee”, shall consist of eight members; equal members from the Employer and workers. Worker members shall be selected by the workers, or, if there is a Trade Union representing the workers, by the Trade Union. Alternates are allowed, however they shall only be used in emergency conditions and by the approval of the Co-chairpersons. Each party will supply a listing of four alternates.
- 1.2 The Joint Committee shall meet monthly (on a fixed date, time and place) as determined by the Committee.
- 1.3 There shall be two Co-chairpersons, one (1) from the Employer and one (1) from the workers; appointed for a period of one year. It is optional to change the Co-chairpersons. Co-chairpersons shall alternate the chair at meetings.
- 1.4 A co-chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.

FUNCTION OF JOINT COMMITTEE

- 2.1 The functions of the Joint committee shall be:
 - (a) to identify, evaluate and recommend a resolution of all matters pertaining to health and safety in the workplace to appropriate senior management.
 - (b) To ensure that education and training programs are sufficient, that all employees are thoroughly knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act.
 - (c) To deal with any matter that the Committee deems appropriate.
- 2.2 The members of the Committee who represent workers shall designate one of the members representing workers to inspect the physical condition of the workplace, accompanied by a Management members of the Committee, once each month during the week following the Committee meeting. The Area Health & Safety Representative and Department Supervisor will also accompany the above members.
- 2.3 All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace audit form and signed by members of the inspection team.
- 2.4 The workplace audit form will be forwarded to the Joint Committee and to Senior Management within two

days of the workplace inspection. Senior Management will inform the Committee of the status of the outstanding items by the next Committee meeting.

- 2.5 Senior Management will communicate in writing directly to the Co-chairpersons in regard to recommendations of the Committee by giving their assessment of the problem, and outlining who is responsible for resolving the matter, along with a time frame when the matter will be resolved.
- 2.6 The Joint committee will designate members and alternates if required; chosen by those they represent, to investigate all serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team will be responsible for overseeing that the requirements prescribed in Sections 25 and 26 of the Act and Sections 5 and 6 of the regulations for Industrial Establishments are carried out.
- 2.7 The Joint Committee will designate two members and alternates if required, chosen by those they represent, to accompany the Ministry of Labour Inspector while carrying out his inspection of the workplace.
- 2.8 The Joint Committee members representing workers will designate one of their members and an alternate if required, to represent workers involved in a work refusal, and to ensure the procedure for work refusal is followed.
- 2.9 The Joint Committee will address matters related to Designated Substance Regulations where applicable.

MINUTES OF MEETINGS

- 3.1 The Employer will supply a secretary for the meeting to take minutes and be responsible for having the minutes typed, circulated and filed within one calendar week of the meeting, or as the committee may from time to time instruct. Minutes of meetings will be reviewed, and edited where necessary, by the Co-chairpersons, then signed and circulated to all Committee members and a copy forwarded to Senior management before any broader circulation takes place. Agenda items will be identified by a reference number, and be readily available in a proper filing system. Names of Committee members will not be used in the minutes.

QUORUM

- 4.1 The Joint committee shall have a quorum of four members present in order to conduct business. One Co-chairperson must be present in order to conduct business. If a co-chairperson is absent, the other Co-chairperson will chair the meeting. There shall be equal representation from both parties.

PAYMENT FOR ATTENDANCE AT MEETINGS

- 5.1 All time spent in attendance at committee meetings or in activities relating to the function of the Joint Committee will be paid for at the member's current rate of pay for performing work, and the time spent is to be considered as time at work.

MEETING AGENDA

- 6.1 The Co-chairperson will prepare an agenda and forward a copy of the agenda to all committee members at least one week in advance of the meeting.
- 6.2 The Committee may accept any item as proper for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to, any terms of the Collective Bargaining Agreement. All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.
- 6.3 All items that are resolved will be reported in the minutes. Unresolved items will be placed on the agenda for the next meeting.

GENERAL

- 7.1 A Ministry of Labour, Occupational Health and Safety Inspector may attend and have voice only in Committee meetings. Copies of minutes of previous meetings and/or written correspondence will be supplied to the inspector upon request.
- 7.2 All employees will be encouraged to discuss their problems with their immediate supervisor before bringing it to the attention of the Committee.
- 7.3 Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problems. All problem resolutions will be reported in the minutes.
- 7.4 Committee meetings are not to become a forum for gripes or grievances, and shall deal only with health and safety items. Mutual understanding and co-operation is to be sought for the benefit of all: employer and employees.
- 7.5 Any amendments, deletions or additions to these guidelines must have the consensus of the total Committee and shall be set out in writing and attached as an Appendix to these Guidelines.

Both the Union and Company will each select certified workers for the Safety Committee. The Company will supply the training for the certified workers.

LETTER OF UNDERSTANDING
Addendum to the Guidelines and Function of the
Joint Health & Safety Committee

RIGHT TO REFUSE UNSAFE WORK

An employee may refuse to work or do particular work where he/she has objective reason to believe that:

- (1) Any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another employee.
- (2) The physical condition of the workplace or the part thereof in which he works or is to work is likely to endanger himself, or
- (3) Any equipment, machine, device or thing he is to use or operate, or the physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself or another employee.
 - (a) If an employee refuses to work or to do particular work, he shall promptly report the circumstances of his refusal to his supervisor who shall forthwith investigate the report with representatives of the Occupational Safety and Health Committee.
 - (b) Following the investigation and any steps taken to deal with the circumstances that cause the employee to refuse to work or do particular work, if the employee continues to have objective reasonable grounds to believe that carrying out the work would endanger himself or another employee, then an inspector representing the Ministry Of Labour shall investigate the refusal to work and shall give his decision in writing as soon as possible.
 - (c) The employee shall be found alternative work until such time the job has been made safe or determined to be safe to work on.

DISCIPLINARY SANCTIONS

No disciplinary action shall be taken against any employee by reason of the fact that he/she has exercised, in a reasonable manner, the right conferred upon him/her under any act respecting the occupational health and safety

of employees.