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AGREEMENT effective as of the 23rd day of April 1998

BETWEEN:

CAMCO INC, a Company incorporated pursuant to the laws of the Dominion of Canada, and having its Head Office in the City of Mississauga and herein acting with respect to its Longwood Road Plant, Hamilton, Ontario (hereinafter called "The Plant").

AND

CAW-CANADA and its Local 504 (hereinafter called "The Union").

GENERAL PURPOSE

The general purpose of this Agreement between the Company and the Union is to establish and maintain:

- a) Orderly collective bargaining relations;
- b) A procedure for the prompt and equitable handling of grievances;
- c) Satisfactory working conditions, hours and wages, for all employees who are subject to the provisions of this Agreement.

ARTICLE I RECOGNITION AND SCOPE

1.01 The Company recognizes that the Union is the Collective Bargaining Agent for all of its employees employed on jobs which are at present hourly rated jobs located at the Major Appliance Plant, 175 Longwood Road South at Hamilton, including the warehouse, save and except the office, technical and personnel staff, watchpersons, time-keepers, time study personnel, clerical employees and Supervisors. It is provided in this connection that no job which is presently hourly rated shall be, during the term of this Agreement, removed from the bargaining unit.

1.02 In the interests of promoting understanding of the Agreement, the Company will supply present and future employees with a copy of this Agreement.

1.03 The Union agrees that, in recognition of the fact that efficient and economic production is in the interest of both parties, it will promote amongst its members good workpersonship and regular attendance. It is further agreed by the Union that the employees will, at all times, protect the property of the Company against damage by themselves or others.

1.04 The Company agrees to meet with representatives of the Union in advance for the purpose of informing the Union of any decision to sub-contract production work out of the plant that is currently performed by members of the bargaining unit. Such information will include the reasons for the decision, probable impact on the bargaining unit, and timing of implementation.

ARTICLE 2 RELATIONSHIP

2.01 The Parties agree that an employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex and sexual orientation, age, record of offences, marital status, family status or handicap, will not be factors used in the application of the collective agreement, consistent with the terms herein .

2.02 During the term of this Agreement the Company agrees that there shall be no lock-out and the Union agrees that there shall be no slowdown, strike or other work stoppage or interference with work.

2.03 The Union agrees that unless duly authorized:

- a) Union meetings will not be held on Company premises;
- b) No employee or Union official will solicit membership in the Union, or engage in any Union activity on Company time, during his/her working hours, or the working hours of any employee, except as provided for in this Agreement.

Violation by an employee of any of the foregoing provisions shall be cause for discharge or for discipline of such employees by the Company, but such actions are to be subject to the provisions of Article 19.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 It is recognized that management of the Plant and direction of the working forces are fixed exclusively in the Company, which maintains all rights and responsibilities of management not specifically modified by this Agreement.

The exercise of such rights shall include but not be limited to:

- a) the right to hire, assign, increase and/or decrease the working forces, promote, demote, transfer and make temporary layoffs for lack of business and materials.
- b) the determination of: The number and location of plants, the product to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines, and tools to be used, processes of manufacturing and assembling, the engineering and design of its products, and the control of materials and parts to be incorporated in the products produced.
- c) the making and enforcement of rules and regulations, not inconsistent with this Agreement, relating to discipline, safety, and general conduct of the

employees, and to suspend or discharge or otherwise discipline employees for just cause.

3.02 Claims of discriminatory upgrading, demotion or transfer, or a claim that an employee has been suspended or discharged without just cause may be made the subject of a grievance and dealt with as provided in this Agreement.

3.03 Management and salaried staff shall not perform work normally done by members of the bargaining unit, except for the purpose of instruction, investigation of problems, trouble-shooting, development work or in any emergency.

3.04 The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

ARTICLE 4 REPORTING FOR WORK

4.01 When an employee reports for work at the normal starting time of the shift and his/her regular job is not available, s/he will receive alternate work or pay equivalent to six (6) hours at his/her hourly wage rate. This will not apply under the following conditions:

- a) where the employee has been informed a minimum of six hours in advance of his/her regular starting time that s/he is not to report for work;
- b) where the plant or part of it or its equipment is damaged by fire, lightning, flood or tempest;
- c) where interruption of work is due to circumstances beyond the Company's reasonable control;
- d) where the employee is not willing to accept alternate work. Such alternate work must not be of an unreasonable nature by way of safety, dress requirements, physical demands, etc.;
- e) when the employee fails to keep the Human Resources Department informed of his/her latest address and telephone number, the Company shall be relieved of its responsibility with regard to notice not to report to work. The Company will provide a change of address form and a duplicate copy, dated, will be provided to the employee.

4.02 When an employee reports for work at the normal starting time of the shift and his/her regular job is not available for the full six (6) hours:

- a) if no further work is available, s/he will then be paid at his/her hourly wage rate for the balance of the six (6) hours not worked;
- b) if alternative work is available, then the employee will be assigned to that work and s/he will receive a minimum of pay equivalent to six (6) hours at his/her hourly wage rate for the shift.

4.03 An employee is expected to give prior notice when reporting for work following an illness. However, in the event such notice is not given and such absence exceeds five (5) working days, s/he shall not qualify for work or pay pursuant to Sections 4.01 and 4.02 unless s/he has informed the Company by no later than 12:00 noon on his/her normally scheduled work day immediately prior to the day that s/he will be returning to work.

4.04 Employees who are called in outside of their regularly assigned hours will receive not less than three hours' work or pay at the appropriate premium rate provided under Section 6.03 (b). This shall not apply if such is immediately prior to or succeeding his/her regular shift, or if a break is requested by the employee. In such cases, Article 6 will apply.

ARTICLE 5 SAFETY AND HEALTH

5.01 The Company shall continue to make reasonable provision for the safety and health of its employees at the factory during the hours of their employment. The Union will co-operate with the Company in maintaining good working conditions and will assist in assuring observance of safety rules.

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

5.03 The safety and health of employees is a major concern of the Company and the Union. The Company and the Union both have a responsibility and a desire to eliminate or reduce exposure of employees to accidental injury or to conditions detrimental to their health. It is the objective of the parties to ensure that no condition be allowed to exist in the workplace that is likely to cause injury or illness to its employees.

5.04 The Company and the Union agree to exert joint efforts to develop and maintain high standards of safety, health, and housekeeping in the workplace in order to prevent industrial injury and illness.

5.05 The Company will provide, without charge, such special protective clothing, equipment and devices as the Company determines are required for the purpose of preventing industrial injury and illness.

5.06 There will be a Joint Health and Safety Committee (JHSC) consisting of the following members:

- a) an employee, not a member of the JHSC, appointed by the Company who will act as Recording Secretary, and
- b) one (1) employee appointed by the Company for each two hundred (200) (or part thereof) hourly rated employees, one of whom shall act as the chairperson, and,
- c) i)one (1) hourly rated employee appointed by the Union for each two hundred (200) (or part thereof) hourly rated employees.

- ii) A member of this JHSC is entitled to such time from his/her work as is necessary to attend meetings of the JHSC and to carry out his/her duties under this Article and the time so spent shall be deemed to be work time for which s/he shall be paid by the Company his/her regular or premium rate whichever is applicable.

The number of appointees mentioned in (b) and (c) above may be varied through consultation between the Company and the Union.

The parties agree it is preferable that the timing of appointments be staggered to ensure continuity.

5.07 The JHSC is responsible for:

- a) promoting safety, good housekeeping and accident and industrial illness prevention measures;
- b) obtaining the necessary information from the Company or others to properly identify:
 - i) practices and procedures;
 - ii) potential or existing hazards of materials or equipment, substances and devices;
 - iii) health and safety experience and work practices and standards in similar or other industries of which the Company has knowledge;
 - iv) copies of information requested by the JHSC, as provided for above, shall be obtained and distributed prior to the next scheduled meeting of the JHSC. In the event such requested information is not available, a satisfactory explanation will be provided.
- c) recommending to management:
 - i) accident prevention measures
 - ii) health protection measures
 - iii) programs promoting safety, health and good housekeeping
- d) maintaining and keeping minutes and records of its proceedings and making them available for examination by an inspector from the Industrial Health and Safety Branch of the Ministry of Labour;
- e) sending copies of minutes, recommendations, and related matters, to, among others, the General Manager, the Human Resource Manager, the Safety Administrator, the Union and all members of the JHSC. The minutes will be distributed no later than one (1) week prior to the next scheduled meeting.
- f) All work refusals under Article 5.14 that have occurred, will be reviewed by the JHSC at the next scheduled meeting, including related reports or decisions issued by the Ministry of Labour.
- g) The JHSC will be advised of new machinery and equipment prior to being put into normal ongoing production so that it may have the opportunity to make

recommendations on preventative health and safety procedures for such equipment.

5.08 The Company will provide each employee with safety training. The JHSC will recommend and arrange for the needed safety training and will monitor the safety training programs quarterly to ensure employee participation on a regular basis.

5.09 The JHSC will normally meet monthly except during the month of December and when there is a shutdown for two (2) or more weeks in a month; in these months a meeting need not be held.

5.10 One JHSC member representing the workers, and one member appointed by the Company shall inspect the work place not more than once a month.

The JHSC will establish a schedule for such tours on an annual basis and distribute such schedule to all JHSC members and other interested parties. In the event a JHSC member or members are unable to fulfill the scheduled tour commitment, the next scheduled member(s) will automatically be substituted.

5.11

a) In the event of a serious* accident, including those where injury did not occur, the Company will immediately notify the JHSC and make provision for the nearest Union appointed JHSC Representative to participate in the investigation and recommendation of preventative measures.

*A serious accident is defined as an accident or incident where there is a potential of critical injury, whether or not an injury is sustained.

b) Where a person is killed or critically injured as a result of an accident, Section 51 and 52 and regulation 834 of the Occupational Health and Safety Act 1990 will apply.

5.12 The Company will provide each member, JHSC and the Union office, with a copy of the following documents for each lost time accident:

- a) the initial report to the Workplace Safety Insurance Board, and
- b) the Supervisor's Report of Accident.

5.13 The Company will post and keep posted in a conspicuous place, the names of the members of the JHSC and their department.

5.14 If an employee has reason to believe that an unsafe condition exists as a danger to himself/herself or another employee:

- a) s/he shall immediately notify his/her supervisor
- b) i)the supervisor shall immediately contact a Union appointed JHSC member in the plant when s/he has been advised of the alleged unsafe condition. If no Union appointed JHSC member is available in the plant, the supervisor shall immediately contact an alternate employee in the plant. The Union

shall designate such alternate employees such that there are at least three (3) working on each shift.

ii) the supervisor and the Union appointed JHSC member (or alternate) in the presence of the employee shall, immediately, investigate the matter, and if it is agreed that the condition is unsafe, the supervisor will take all necessary steps to correct the condition and attempt to provide alternate work for the affected employee until such condition is corrected. While alternate work is not available, the affected employee will be paid at his/her hourly wage rate for the balance of the shift and two additional shifts, following which, s/he will be transferred in accordance with the provisions of Article 13;

c) if the supervisor does not agree that the condition is unsafe, but the employee maintains that it is unsafe, the supervisor will notify the Manager of Manufacturing, or his/her representative, who will, without undue delay, notify the Industrial Safety Branch of the Ministry of Labour and request an immediate investigation and decision by an inspector. In the meantime, the supervisor will attempt to provide alternate work for the employee. If alternate work is not available, the affected employee will be transferred in accordance with the provisions of Article 13. However, if the decision of the inspector is that:

i) the condition is safe, such employee will be returned to the job as soon as possible;

ii) the condition is unsafe, such employee will be returned to the job as soon as possible; after the unsafe condition is corrected and will be compensated for any loss of regular wages for up to the balance of the shift and two additional shifts, following which s/he will be transferred in accordance with the provisions of Article 13.

d) Where an employee has been transferred under this application of Article 13, s/he shall accept the recall to the job or department from which s/he was transferred as provided for in Section 13.07 (e) and (f) when the unsafe condition has been corrected.

5.15 The supervisor, the Union appointed JHSC member and the employee concerned, are to be present during the investigation conducted by the inspector from the Industrial Safety Branch of the Ministry of Labour, as the result of the request outlined in 5.14 (c) above. In addition, and provided s/he is available, the Manager of Manufacturing or his/her representative, will designate one (1) Company-appointed member of the JHSC who is to be present during the investigation. The employee and such members in question are entitled to such time from work as is necessary to be present during the investigation, without loss of wages for the time so spent.

5.16 While an inspection is being conducted by an inspector from the Industrial Health and Safety Branch of the Ministry of Labour, s/he is to be accompanied by the supervisor (or his/her alternate) for each area that is inspected, as well as

by one (1) Company-appointed and one (1) Union-appointed member of the JHSC designated by the Manager of Manufacturing, or his/her representative. These two (2) members of the JHSC are entitled to such time from work as is necessary to accompany the inspector without loss of wages for the time so spent.

5.17 The member of the JHSC appointed by the Union designated in 5.15 and 5.16 above, shall be considered to be the "health and safety representative" referred to in the Occupational Health and Safety Act 1990.

The "Manager of Manufacturing" means the senior supervisor responsible for production.

5.18 A copy of any decision or order or direction or report issued by an inspector from the Industrial Health and Safety Branch of the Ministry of Labour will be sent to each member of the JHSC, to the Union, and posted in a conspicuous location in the workplace.

5.19 The Company will issue a set of Safety Rules to each employee and, depending on the nature of their work, additional manuals such as:

- a) Safe Practices for Crane Operations;
- b) Safe Practices for Fork Lift Truck Operations.

A copy of the Safety Rules and each such manual will be provided to the Union.

The Union will actively encourage employees to observe the safety rules, practices and procedures outlined in the documents referred to above which may be amended, cancelled, and/or added to by the Company. The Company will advise the Union of any changes prior to issuing them to employees.

5.20 The wearing of Company-approved safety toe protection is mandatory for employees whose regular work assignment is in an area designated as a toe-protection area. For employees in such designated areas who have completed sixty (60) worked days with the Company, the Company will pay effective January, 1999, \$85.00 once per calendar year toward the cost of safety shoes approved by the Company.

For employees who have not completed sixty (60) worked days with the Company and who purchased safety shoes approved by the Company, the Company will reimburse employees the applicable safety shoe subsidy after the successful completion of sixty (60) worked days.

5.21 Company-approved safety glasses will be required to be worn by all employees who work in, or enter any area designated as an eye protection area. The Company's responsibility under this program will be to:

- a) designate the type and style of safety frames and lenses;
- b) designate the opticians authorized to dispense prescription safety frames and lenses;

- c) provide at no employee cost (other than prescription costs), through designated opticians, one (1) pair of safety frames and lenses for employees requiring prescription glasses and who have completed sixty (60) worked days with the Company;
- d) provide for the replacement of an employee's prescription safety glass lenses, pitted as the result of continuous use in resistance or arc welding operation(s). This provision shall be applied not more often than once every two years, per employee;
- e) provide for the replacement of an employee's prescription safety glasses where such employee requires a change in prescription, but not more frequently than once every two years;
- f) employees who have not completed sixty (60) worked days with the Company and who purchase approved prescription safety glasses through designated opticians, will be reimbursed the cost of the glasses following completion of sixty (60) worked days;
- g) provide "plano" safety glasses for employees not requiring prescription glasses;
- h) provide visitors' safety glasses for employees and visitors entering an eye protection area who do not normally work in such an area;
- i) request the Workplace Safety Insurance Board to replace safety glasses broken or damaged as a result of work-related activity;
- j) the Company will pay the full cost of safety glasses until WSIB pays the employee. Upon receipt by the employee of the reimbursement from WSIB, the employee will reimburse the Company.

The employee's responsibility under this program will be to:

- a) provide a prescription from an ophthalmologist or optometrist;
- b) pay for the lost, damaged, or replaced prescription safety glasses, except as provided for above;
- c) pay for "plano" safety glasses that have been lost, broken, or damaged within two (2) years of issue, other than those damaged or broken as a result of work-related activity.

5.22 At the request of either party, a meeting will be held at a mutually convenient time for the purpose of discussing matters related to the safety and health of employees. The party making a request for a meeting will supply to the other, at least three (3) working days in advance of the proposed meeting, a list of the topics to be discussed. Each party will send to the meeting, not more than four (4) representatives.

5.23 Members of the JHSC are authorized to initiate the plant evacuation alarm in the event that a dangerous situation exists that, in the Member's opinion, warrants such a response.

5.24 Members of the JHSC will receive training on the use of monitoring devices employed in the plant. A Union appointed Member of the JHSC will assist Ministry of Labour Technicians, Company officials, or others when they are setting up monitoring equipment to measure the workplace for toxic chemicals or industrial hazards and thereafter when subsequent adjustments to the equipment are made. It is understood and agreed that the presence of a Union appointed Member of the JHSC is not necessary when the technician is simply observing the measuring process.

5.25 A copy of the Occupational Health & Safety Act 1990 will be posted in each supervisor's office and available to employees.

5.26

- a) The Company will maintain a master registry of chemicals and hazardous materials purchased by the Company for use in the plant. Members of the JHSC will have access to the registry.
- b) A registry will be maintained in each department of chemicals and hazardous materials purchased by the Company for use in the department, including Material Safety Data Sheets (MSDS) for such materials. Employees in each department will have access to the registry.

5.27 The Company will ensure that the appropriate equipment required for the sampling of any designated substance used in the plant is available, and also ensure that such equipment is properly maintained.

**ARTICLE 6
HOURS OF WORK AND OVERTIME**

6.01 The normal hours of work shall be 40 hours per week consisting of five eight-hour days, Monday to Friday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever.

6.02 Hours of work in excess of 8 hours per day, Monday to Friday, inclusive, and hours of work on Saturday and Sunday, will be treated as overtime hours and will be paid for at a premium rate as provided under Section 6.03 (b) below, except that when employees change shifts at their own request, they shall not be entitled to such premium rate by reason of the fact that they have worked two eight-hour shifts in the 24-hour day.

6.03

- a) In computing daily overtime hours, a day shall be the twenty-four hour period following the regular starting time of the shift on which the employee is working except that the provisions of this Article shall not apply so that hours paid at a premium rate for work performed on an employee's second day following his/her regular work week entitle him/her to a premium rate for any hours worked as part of his/her normal hours of work.

- b) Overtime hours worked will be paid for at a premium rate calculated on the basis of one and one-half times an employee's hourly wage rate except in the case of Sunday, when that day is the second day following an employee's work week (that is, Monday to Friday inclusive), in which case the overtime hours worked will be paid for at a premium rate calculated on the basis of two times an employee's hourly wage rate.

6.04 For the purposes of calculating payment for time worked under this Article 6 and under Article 7, time worked on a scheduled shift commencing prior to 10:00 p.m. shall be treated as if worked on the calendar day on which such shift commenced. Time worked on a scheduled shift commencing at or after 10:00 p.m. shall be treated as work performed on the immediately following calendar day.

6.05

- a)
 - i) As far as possible, the opportunity to work overtime shall first be offered to and equally distributed among employees in the classification, within the area as defined below, and on the same shift, who are capable of performing the work. The procedure will be to first offer such overtime to those eligible employees with the fewest total overtime hours (see b) below) recorded at that time.
 - ii) For the purpose of clarification, capable of performing the work shall mean the employee can carry out the duties of that job in a fully satisfactory manner without training. Evidence of having so performed the job in the past shall normally be a prerequisite to establishing a claim to be included in the overtime distribution for the work in question.
 - iii) Should an error be made in the assignment of overtime such that the proper employee was not offered the overtime opportunity, the employee will be given the opportunity to work an equivalent amount of overtime at the same premium rate during the subsequent thirty (30) day period and the hours entered into the overtime record. Such assignments will not serve as a basis for a claim by another employee that a distribution error has been made. At the end of the thirty (30) day period, if the employee has not been provided the opportunity as above, the Company will pay for the hours lost at the appropriate premium rate.
- b) Equal distribution of overtime shall be recorded on the basis of overtime hours worked and hours for which the opportunity to work was offered. An employee who is not at work for any reason and who otherwise would have been offered overtime, will be recorded in the records as if s/he had in fact been offered such overtime. An employee who permanently transfers to a different classification, area, or classification list will immediately be considered to have worked the highest number of total overtime hours recorded for any employee in the group (as in a) i) above) at that time.
- c) The Company shall maintain a record of overtime hours recorded in each department in the Supervisor's office and update on a daily basis. Overtime

records will be posted in the Area by the Supervisor on a weekly basis. In addition overtime records may be reviewed by an employee upon request. Overtime records will be discarded on April 22nd of each year and new records prepared for application on April 23rd. Initial overtime opportunities in the new year will be offered on the basis of order of seniority.

- d) In the event that employees are required for an overtime assignment in addition to those in section a) i) above, the Company will make reasonable efforts to distribute such overtime opportunities among other employees within the area as defined below, and on the same shift, who are capable of performing the work. However, specific records of such hours will not be maintained and section a) iii) above will not apply.
- e) Each employee is expected to cooperate with the Company in the performance of such overtime work and the Company agrees to accept reasonable grounds for the employee declining to perform such work.
- f) Areas defined for the purpose of overtime distribution are as follows:
 - 1. Range Line
 - 2. Range cooktop assembly
 - 3. Range door assembly
 - 4. Backguards
 - 5. Specialties
 - 6. Refrigerator Line - Top Mount and Bottom Mount Assemblies
 - 7. Refrigerator Line - 12 cu.ft. including related Refrigerator – Assembly, Prefoam, and Door Assembly
 - 8. Pack Area and Rework in the Warehouse
 - 9. Case Foam, Cabinet Prefoam and Mezzanine storage
 - 10. Door Foam, Refrigerator Door Mezzanine area
 - 11. Enamel and Pickle
 - 12. Paint and Bonderize
 - 13. Fabrication Shop
 - 14. Case and Door Line Fab.
 - 15. Press Shop
 - 16. Tool Room and Maintenance
 - 17. Unit Area
 - 18. Injection Moulding and Extrusion line
 - 19. Materials
 - 20. Inspection (Incoming Inspect and Calibrate)
 - 21. Warehouse
 - 22. Charge, Repair, and Run In, and Transfer Station
 - 23. New Products to be addressed as implemented

It is understood that any change in the above area definitions will be by mutual agreement between the parties.

6.06 The Company may change work schedules, including the scheduling of more or less than the normal working time, but will confer with the representatives of the local Union before making any general change in group,

department or plant work schedules. Where possible, at least seven (7) days notice will be provided before implementing such changes. In the case of any individual work schedule change, the Supervisors will inform the area Steward as well as the employee affected.

6.07 It is recognized that overtime premiums shall not pyramid.

**ARTICLE 7
SPECIFIED HOLIDAYS**

7.01 The Company agrees to pay an employee, as provided under Section 7.04 below, for the following specified holidays without requiring an employee to render service:

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

Observance of "Floater" Holidays

| | |
|----------------|---------------------------|
| 1998: (First), | Friday, May 15, 1998 |
| (Second), | Friday, September 4, 1998 |
| (Third), | Friday, October 9, 1998 |
| 1999: (First), | Friday, May 21, 1999 |
| (Second), | Friday, July 2, 1999 |
| (Third), | Friday, September 3, 1999 |
| 2000: (First), | Friday, May 12, 2000 |
| (Second), | Friday September 1, 2000 |
| (Third), | Friday, October 6, 2000 |

Heritage Day: If proclaimed by the Government of Canada, one of the three (3) existing "floater" holidays shall be observed on "Heritage Day".

The last half of his/her regular shift immediately prior to each of Christmas Day and New Year's Day, up to a maximum of 4 hours.

7.02

- a) For the application of the Sections of this Article, a specified holiday as listed above shall be observed on the day on which it occurs, except that if such a holiday occurs on a Saturday, it shall be observed on the preceding Friday and except, also, if such a holiday occurs on a Sunday it shall be observed on the following Monday.
- b) In order to avoid interruption of continuous operations on each of the days immediately prior to Christmas Day and New Year's Day, as observed under the terms hereof, the normal starting time for the first and second shift employees working continuous shifts of such days shall be advanced by 4 hours and 8 hours respectively and the provisions of Article 6 will not apply.

7.03 An employee shall qualify for holiday pay under Section 7.01 above:

- a) if s/he works a number of hours equivalent to two (2) full shifts in the normal weekly pay period in which the specified holiday is observed;

- b) in respect of the payment for the last half shifts immediately prior to each of Christmas Day and New Year's Day, if s/he works the assigned half of those shifts;
- c) if s/he works one (1) or more shifts in the pay period in which the holiday falls and has been unable to complete the required two (2) full shifts referred to in sub-section (a) above, on account of a layoff due to work shortage; or an absence due to a death in the family for which the employee is in receipt of bereavement pay under Article 26; or an absence due to verified illness in excess of the equivalent of two (2) full shifts in the pay period in which the specified holiday is observed;
- d) if s/he is prevented from complying with the provisions of sub-section 7.03 (c) as a result of the application of Section 13.05;
- e) if s/he is a new employee, has complied with the provisions of 7.03(a), and s/he commences work prior to the day of observance of the specified holiday;
- f) if s/he is an employee recalled from lay-off, s/he complies with the provisions of sub-section 7.03 (c) and commences work prior to the day of observance of the specified holiday. This sub-section (f) will not apply if the holiday is observed on the first day of the pay period and the employee commences work on the first normal working day following observance of the holiday.

7.04 The specified holiday pay as referred to in this Article will be calculated on the basis of the employee's hourly wage rate multiplied by the number of hours in the employee's standard work day or half shift as applicable.

7.05 Shift Bonus for employees permanently on night shift will be included in calculating payment for the day on which such specified holiday is observed. A permanent night shift employee is an employee who, during the three months' period immediately prior to the pay period in which the specified holiday is observed, has not rotated to the day shift for one full week.

7.06 An employee required to work on the day on which the specified holiday is observed, or the second half of the shift in the case of specified half shifts referred to in 7.01, will receive overtime pay as shown in Article 6, in addition to the specified holiday pay.

7.07

- a) If the specified holiday is observed during an employee's annual vacation, payment for such holiday will be made. Annual vacations shall be considered worked time for the purpose of qualifying for specified holiday pay.
- b) Specified holidays in a pay period shall be considered worked time for the purpose of qualifying under Section 7.03 (c) for specified holiday pay, provided the employee also works at least one other shift in the pay period in which the specified holiday is observed.

ARTICLE 8 VACATIONS WITH PAY

8.01 Annual vacations will be paid on the following basis:

- a) six weeks after 30 years continuous service if completed by December 31st,
- b) five weeks after 20 years continuous service if completed by December 31st,
- c) four weeks after 10 years continuous service if completed by December 31st,
- d) three weeks after 4 years continuous service if completed by December 31st,
- e) two weeks after 1 year's continuous service if completed by July 31st.

8.02 Vacations will be scheduled by the Company and shall be completed within the calendar year. It is not permissible to postpone the vacation period or any part thereof from one year to another, except in circumstances where the Company has scheduled during the Christmas/New Year's period, a vacation shutdown extending into the beginning of January and only for the dates specified for shutdown.

8.03

- a) In the event the Company schedules vacations on a shutdown basis either by departments or plant-wide, it is understood that such shutdowns will be scheduled as follows:
 - i) A minimum of two (2) weeks during the calendar months of July and August, and/or
 - ii) Up to one (1) additional week during the Christmas/New Year period.
- b) In the event the Company schedules vacations on a shutdown basis as in a) above, employees will, wherever possible, be given at least six (6) months notice in advance of the dates of such shutdowns.
- c) In the event the Company does not schedule vacations on a shutdown basis during July and August, it is understood that employees with three (3) or more weeks of vacation entitlement may take a minimum of two (2) weeks vacation during the summer period (one (1) week prior to Victoria Day and extending to one (1) week after Labour Day). Employees with two (2) weeks of vacation entitlement may take one (1) week of vacation during the summer period. Such vacations will be scheduled in accordance with Article 8.02.

8.04 The allowance for each week of vacation will be determined by multiplying the employee's hourly wage rate by the number of hours in the employee's regular weekly schedule. This will not include hours for which overtime premium is paid. Vacation Allowance may be drawn in advance on the pay day preceding the employee's vacation, and will be the amount appropriate to the vacation actually being taken at the time.

8.05

- a) An employee with less than 12 months continuous service will be paid a vacation allowance calculated on the basis of four percent of the employee's earnings during the period from the employee's date of hiring to July 31st.
- b) An employee who has been laid off, or an employee who has had leave under the provision of Section 16.03 for a period in excess of 60 working days during the vacation year (August 1st to July 31st), will be paid vacation pay to an amount of 4%, 6%, 8%, 10%, or 12%, whichever figure is applicable of his/her gross earnings during the year.
- c) An employee who is absent from work during the entire vacation year period (August 1st to July 31st) and in receipt of benefits under the Long Term Disability Benefit Plan will not be considered eligible to receive vacation allowance applicable to that year.
- d) An employee who is absent from work during the entire vacation year period (August 1st to July 31st) as a result of a work related injury and in receipt of Total Temporary Disability benefits from the Workers' Compensation Board will be considered to have been at work for purposes of vacation entitlement. Such employee will defer vacation entitlement until medically cleared to return to work, except when the employee will not return to work within the calendar year in which case s/he will be paid the vacation allowance in accordance with Article 8.01. Pursuant to Article 8.02 it will not be permissible to postpone the vacation period or any part thereof from one year to another. That is, vacation entitlement will not accumulate from year to year.

8.06

- a) An employee with less than 12 months continuous service with the Company, whose service is discontinued, will be paid four percent of the employee's earnings.
- b) An employee with more than 12 months continuous service with the Company, whose service is discontinued, will be paid two percent for each week of vacation entitlement.

ARTICLE 9 WAGES

9.01 All job classifications covered by this Agreement shall be paid on the basis of hourly wage rates. The established job classifications, their titles, code numbers, Labour Grade and hourly wage rates of pay shall be contained in the Hourly Wage Rates and Classification Book, which shall be known herein as "The Rate Book" and which shall form part of this Agreement for the duration.

9.02 The Rate Book shall contain an hourly wage rate for each job classification to be known as the Job Rate. The Job Rate shall be the rate for the Labour Grade in which the job classification has been ranked by evaluation.

9.03 The Labour Grades and respective Job Rates in effect during the term of this Agreement shall be as set forth in Appendix "A" hereto, except as may be amended by Article 12.

9.04 The responsibility for evaluation of any work shall continue to be vested in the Company. Evaluation will continue to be made on the basis of the Job Evaluation Program (including the Job Rating Plan for Hourly Paid Classifications). The Job Evaluation Program as such, having been selected by the Company, may not form the subject of a grievance. When new and/or changed job classifications are implemented by the Company, the Union will be notified of the resulting amendments to the Rate Book, together with the date of implementation, the department(s) and employee(s) affected, and will be supplied with 12 copies of the Job Identifications and the factor ratings thereof. In addition, the Company will post the above information on the bulletin boards applicable to the areas where the employees are affected.

9.05 The Union or the incumbent employee in the job classification concerned may file a grievance in writing with the Company alleging:

- a) that the new or changed job classification established under Section 9.04 has been im-properly ranked as a result of inconsistent application of the job evaluation techniques and/or does not bear a proper rank relationship to undisputed jobs;
- b) that the wrong job classification has been applied to the work performed by the employee, and a job classification as contained in the Rate Book, the primary function and job content of which is properly applicable to the work performed by the employee;
- c) that the Company has changed the primary function and/or content of the work performed by the employee as contained in the job identification to the extent that the job classification is improperly ranked as a result of inconsistent application of the job evaluation techniques and/or does not bear a proper rank relationship to undisputed jobs. It is provided however, that any such grievance must be filed directly with the Industrial Relations Department of the Plant under Section 19.04 of the Grievance Procedure, not later than fifteen working days from the date when the Union is notified of implementation of such new or changed job classification under Section 9.04 hereof, in the case of Section (a) hereof, or from the date when the wrong job classification was first applied to the work performed by the employee, in the case of (b) hereof. In the case of a grievance filed under paragraph (c) hereof, the Company shall not be liable for any retroactive payment prior to fifteen working days from the date of filing of such grievance.

9.06

- a) The Company acknowledges the right of the Union to elect or appoint up to three (3) employees to the Union Job Evaluation Panel. It is understood however, that only one (1) Panel member will represent the Union Job

Evaluation Panel in any dealings with management such as grievance hearings or other meetings related to job evaluation questions or issues.

- b) During the Second Stage Meeting referred to in Section 19.04, the Union or the incumbent employees on the job classification concerned, may be represented by a representative of the National Office of the Union, Unit Chairperson, a member of the Union Job Evaluation Panel, the Committeeperson of the Zone, the Steward of the department and the incumbent employee, and an additional incumbent employee when the number of incumbent employees is in excess of fifteen (15) employees in the job classification which is the subject of the grievance as filed under Section 9.05 herein. The Company shall also have the right to have present any officers, officials or agents of the Company.
- c) If requested by the Union that an inspection of the job would be helpful in resolving a grievance, then a subcommittee of the Union shall, with representatives of management make an inspection of the job prior to the Second Stage Meeting under Section 19.04. The Union subcommittee will be comprised of the Unit Chairperson, one member of the Union Job Evaluation Panel, the Committeeperson of the Zone, and the incumbent employee or one employee representing the group of affected employees. Time off the job for the purpose of such inspections will be considered as time spent at grievance hearings and payment will be processed in the normal manner outlined in Article 18.

9.07 In the case of any grievance filed under Section 9.05, the authority of the arbitration board shall be limited to:

- a) confirming the job classification or assigning a revised ranking by using the criteria as in Section 9.05 (a) above or,
- b) confirming the job classification or assigning another job classification by using the criteria as in Section 9.05 (b) above or,
- c) confirming the job classification or assigning a revised ranking by using the criteria as in Section 9.05 (c) above.

9.08 On an application to the Minister of Labour under Section 20.01 for the appointment of an impartial chairperson in the case of a grievance filed under Section 9.05, such chairperson shall have qualifications with respect to the job evaluation practices.

9.09 WAGE PROGRESSION

- a) Wage Progression shall only have application to employees hired on or after November 3rd, 1961, and to their recalls or transfers thereafter. "Job Rate", as used herein, shall be the Job Rate for the Labour Grade of the job classification concerned, established through evaluation.
- b) Wage Progression provides for:

- i) a maximum period of three months for employees in job classifications, Labour Grades No. 1 to No. 6, inclusive, as the qualifying term for progression to Job Rates;
- ii) a maximum period of six months composed of two three-month periods for employees in job classifications in Labour Grades No. 7 to No. 13, inclusive, as the qualifying term for progression to Job Rates;
- c) The periods referred to herein are three calendar months of time worked in order for an employee to qualify for a progression in hourly wage rate as specified in this Section 9.09. Therefore, if an employee in the process of qualifying for a progression in hourly wage rate is not at work for a period of more than five full shifts during a three-month period, time equivalent thereto in excess of five full shifts shall be added to his/her qualifying period of three calendar months.
- d) A newly-hired employee may be paid a "start rate" (a Labour Grade Job Rate) one or two Labour Grades below the Job Rate for his/her job classification, in accordance with Section (a) hereof, or may be paid the Job Rate, dependent on his/her qualifications as determined by the Company.

9.10 TRANSFER AND RECALL WAGE RATE DETERMINATION

1. For the purpose of this Section, a transfer is defined as the assignment of an employee from one job classification to another, as contained in the Rate Book, and which is accompanied by a change in the Company's records; or as the assignment of an employee to another job classification which extends for three weeks or more. An employee's hourly rate when transferred, shall be determined in accordance with the appropriate section below.

a) In case of transfers under the lack of work provisions of Article 13, an employee shall be paid on any job to which the employee transfers at a rate not less than the rate of the employee's former job for up to 39 weeks immediately following the date of transfer.

b) An employee who transfers to an open job through the job posting provisions of Article 14 shall be paid as follows:

i) Transfer to a classification in labour grades 1 through 6.

The employee shall be paid the Job Rate of the classification to which he is transferred.

ii) Transfer to a classification in labour grades 7 through 13.

If the transfer is to a classification in the same or lower grade, s/he shall be paid the Job Rate of the classification to which s/he is transferred.

If the transfer is to a classification in a higher grade s/he shall be paid one step rate below the Job Rate of the classification to which s/he is transferred and complete the necessary time period to qualify for Job Rate.

c) An employee who is recalled from layoff or who returns to his/her original department or job classification under the terms of Section 13.07 (f) of the Collective Agreement shall be paid the Job Rate of the classification to which s/he is being recalled or returned.

2. An employee who is temporarily assigned to another classification under the provisions of the Collective Agreement will be paid his/her current rate or the Job Rate for the classification to which s/he is assigned, whichever is higher.

9.11

- a) The Company agrees that where practical, it is desirable for co-ordinating duties to be performed on a full-time basis with payment being made on the basis of one (1) labour grade higher than the highest labour grade in the group co-ordinated, except as outlined below.
- b) Where there is insufficient work to justify a full-time co-ordinator in an area, the Company may, however, assign such duties to an employee in an established job classification. The employee will continue to be identified as carrying the established job classification and will be paid as follows:
 - i) The appropriate rate applicable to the established job classification carried by the employee for the proportion of time normally spent performing the duties of that classification.
 - ii) The coordinator rate of pay for the proportion of time normally spent performing the coordinator duties. It is further understood that the job classification in i) above will be considered to be in the group co-ordinated for the purpose of determining such rate.
- c) The parties agree that Coordinators in the AA and BA Seniority Departments:
 - i) will be paid the rate for Labour Grade 9;
 - ii) may be required to rotate through different Coordinator jobs in these departments;
 - iii) will not be required on a regular ongoing basis to lead any group consisting of employees paid higher than Labour Grade 8;
 - iv) will be expected to perform the job duties outlined in the applicable job identification.
- d) The parties agree that Co-ordinators in the Maintenance or Tool Room areas who otherwise are assigned to Labour Grade 13 will be paid a rate 2.5% in excess of the Labour Grade 13 Job Rate for time spent performing co-ordinating duties.
- e) Co-ordinators' responsibilities are outlined in their job descriptions. They include leading the group with which s/he is working to assure that proper methods are used, and the quantity and quality is produced.

A Co-ordinator shall not have the authority to discipline, hire or fire employees. It is however, the responsibility of the Co-ordinator to report to his/her immediate supervisor.

ARTICLE 10 SHIFT BONUS

10.01 Employees required to work on any shift starting before 6:00 a.m. or after 12 noon, will be paid a shift bonus of seventy-seven cents (77¢) per hour.

10.02 On three shift operations there shall be 8 hours in-plant time. There shall be no assigned lunch period for employees on operations of an uninterrupted nature. Employees on three shifts interruptible operations, for which lunch period has been assigned, will be paid an allowance of .4 hours at their hourly rate.

ARTICLE 11 APPRENTICES

The hourly rates of pay for apprentices during such period shall be in accordance with the following:

RATES EFFECTIVE APRIL 23/98

| | |
|----------------------------|---|
| 1 st 1000 hours | not less than 65% of the Journeyperson's Rate |
| 2 nd 1000 hours | not less than 70% of the Journeyperson's Rate |
| 3 rd 1000 hours | not less than 75% of the Journeyperson's Rate |
| 4 th 1000 hours | not less than 80% of the Journeyperson's Rate |
| 5 th 1000 hours | not less than 85% of the Journeyperson's Rate |
| 6 th 1000 hours | not less than 90% of the Journeyperson's Rate |
| 7 th 1000 hours | not less than 95% of the Journeyperson's Rate |
| 8 th 1000 hours | not less than 95% of the Journeyperson's Rate |

Cost of Living Allowance will be administered as per Article 12.

Certificates of indenture shall be signed within three (3) months of commencement of Apprenticeship.

The Apprenticeship Program Agreement signed by the parties under separate cover will be considered to be part of this Collective Agreement.

ARTICLE 12 COST OF LIVING

12.01

- a) The formula for calculation of cost-of-living allowance shall be: one cent (1¢) for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada).
- b) It is agreed and understood that fractions of a cent will be rounded off to the nearest cent when meeting or exceeding .5 of a cent.

- c) The continuance of the cost-of-living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and on the same base period of 1992 = 100.

12.02

- a) In the first year (April 23, 1998) the following will apply:

An allowance equal to one cent (1) per hour for each .080 rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of September, 1998 exceeds the CPI for the month of June, 1998.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of December, 1998 exceeds the CPI for the month of September 1998.

- b) In the second year (April 23, 1999), the following will apply:

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of March, 1999 exceeds the CPI for the month of December, 1998.

An allowance equal to one cent (1) per hour for each 0.080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of June, 1999 exceeds the CPI for the month of March, 1999.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of September, 1999 exceeds the CPI for the month of June, 1999.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of December, 1999 exceeds the CPI for the month of September, 1999.

- c) In the third year (April 23, 2000), the following will apply:

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the

CPI for the month of March, 2000 exceeds the CPI for the month of December, 1999.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of June, 2000 exceeds the CPI for the month of March, 2000.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of September, 2000 exceeds the CPI for the month of June, 2000.

An allowance equal to one cent (1) per hour for each .080 point rise in the Consumer Price Index (1992 base published by Statistics Canada), by which the CPI for the month of December, 2000 exceeds the CPI for the month of September, 2000.

d) The result of this comparison shall be applied to the job and employee rates effective the first pay period following the release by Statistics Canada of the Consumer Price Index for the appropriate month.

12.03 The cost-of-living allowance established under this Agreement shall not be paid nor form the basis for payment for hours treated as overtime hours for which a premium is to be paid.

12.04 Any existing cost of living allowance will be incorporated into the job and employee rates for purposes of premium payment, with each anniversary date of the Collective Agreement. An exception to the foregoing will be the final year of the Collective Agreement in which case any existing cost of living allowance will be incorporated into the job and employee rates effective the expiry date of the Agreement.

ARTICLE 13 SENIORITY

13.01 The seniority of each employee covered by this Agreement shall be established after a period of probation of sixty (60) worked days and shall then count from the date of employment with the Company.

13.02

a) i) An employee's seniority date shall be his/her last hiring date except that, upon returning to work following a layoff or illness in excess of twenty-four (24) months, his/her seniority date shall be adjusted in accordance with his/her length of service pursuant to the provisions of section 13.09 hereof.

- ii) An employee shall acquire plant-wide seniority on completion of sixty (60) worked days with the Company in accordance with Section 13.01. Notwithstanding the foregoing, in the event of layoff, probationary employees will be afforded job opportunities under Article 13.07 g) as if they had already acquired seniority.
 - iii) Where two (2) or more employees have identical seniority dates, they will be listed on the appropriate seniority lists in alphabetical order and shall exercise seniority on that basis.
- b) For purpose of layoff (meaning here and elsewhere in this Article, layoff from employment) or transfers due to lack of work, an employee shall exercise his/her seniority on a plant-wide basis as outlined in Section 13.07.
- c) Departmental designations for seniority purposes are as follows:
- AA Range Sub Assembly (WC)
Range Line (WX)
 - BA Refrigerator Lines (WX)
Pre-foam and Case Foam (WX)
Door Line & Door Foam (WX Mezzanine)
 - CA Enamel Shop (WX)
Pickle Unit (WX)
 - EA Paint Shop (WX)
Bonderize (WX)
Silk Screen (WT10)
 - FA Fabrication (WD)
Case and Door Fab. Lines (WX)
 - GA Press Shop (WX)
 - JA Tool Room (WX)
 - KA Unit Area (WT30)
 - MA Specialties (WD)
 - NA Materials
Line Supply and Control Operators
 - PA Inspection
 - RA Warehouse (WP)
 - SA Injection Moulding (WT10)
Extrusion Line (WT10)
 - TA Maintenance

It is understood that any change in the above department designations will be by mutual agreement between the parties.

13.03 In the event an employee with seniority, as defined in Section 13.02, is laid off, s/he will be included in the Plant recall list.

13.04 There shall be no layoff of personnel within the plant until probationary employees have been laid off. This Section is subject to such exceptions as may arise under the provisions of Section 13.07 (b).

13.05 As applied to individual employee(s), the Company may lay off an employee up to a total of ten (10) working days in each calendar year without regard to the seniority provisions of this Agreement. Under these circumstances, the Company will give employees affected by such layoff, the opportunity, in line with their seniority, of working on any available job for which they are qualified. In calculating the ten (10) working days above, a layoff for the second half of a shift or portion thereof will be deemed a half day and shall be counted against the ten (10) working days.

Time lost for the following causes will not be subject to the seniority provisions of the Agreement. Neither will it be counted in the ten (10) day exception referred to herein:

- a) Time lost by an employee during the annual vacation shutdown as a result of such employee's vacation entitlement being less than the shut-down period. It being understood that for the purposes of this sub-section (a) such time so lost will not exceed 3 calendar weeks.
- b) If vacation shutdowns are scheduled at varying times in various departments, in no case shall an individual employee who was employed in an area that was shutdown for vacation purposes and was affected by sub-section (a), subsequently be affected

again by the provisions of sub-section (a), if during the same calendar year s/he is employed in another area. The Company will not transfer an employee for the purpose of exposing him/her to the provisions of 13.05 (a) more than once in a calendar year.

- c) Time lost by an employee during days on which annual inventory is taken, up to a maximum of two days.
- d) Time lost by an employee due expressly to a shutdown caused by fire, lightning, flood or tempest, causing damage to the plant, or part of it, or its equipment.

13.06

- a) The Company will post departmental seniority lists in each department and update on a monthly basis. Each department steward will be provided with a copy.
- b) Copies of the Plant-wide seniority list shall be supplied to the Union every six months. The Company will continue to post copies of such lists in appropriate locations.
- c) The Company will supply the Union with the following information:
 - i) Starts, quits, discharges, transfers and layoffs of employees other than layoffs under Section 13.05 above. Such information will be supplied on a pay period basis.
 - ii) A copy of notices of recall as referred to in Section 13.07 (d) below.
- d) Upon reasonable request to the supervisor, the departmental steward shall have the opportunity to scrutinize the departmental recall list maintained by the supervisor.

13.07 Layoff or transfers due to lack of work will be governed by the following provisions:

- a) Seniority as defined in Sections 13.02.
- b) Seniority will be the major factor governing layoffs or transfers due to lack of work, in accordance with Section 13.07 (g) (i) and (ii) hereof, subject to the retained employees being able to meet the normal requirements of the work.
- c) If a reduction of forces is necessary, the Company will inform the Union committee prior to any layoff notices being posted or given to employees. In the event that the reduction of forces involves thirty (30) or more employees, the Company will meet with the Union committee in advance. In addition, the Company will give seven (7) calendar days notice in writing to an employee of a layoff, the duration of which is expected to exceed ten (10) calendar days. In administering this notice of layoff provision, the objective of the Company will be to arrange for the implementation of such layoffs on Fridays.

In situations where such layoffs occur as a result of planned reductions in production levels, or the normal labour adjustments that occur and can be

anticipated, the Company will arrange for the layoff notice(s) to expire at the completion of a Friday shift, unless delayed through the implementation of the seniority provisions of Article 13.

It is further understood that under unusual and serious circumstances beyond the control of the Company, the above will not apply.

Such notice will indicate, whenever reasonably possible, whether the layoff is expected to be of short or indefinite duration. This provision will not, however, apply with respect to the following:

- i) Probationary employees;
 - ii) Layoffs under Section 13.05 although the employee will be informed when the layoff takes place thereunder;
 - iii) Layoffs resulting from lack of work owing to any slowdown, strike, or other work stoppage or interference with work by employees covered by this Agreement;
 - iv) Layoffs resulting from such matters as fire, lightning, floods, tempest or power failure.
- d) Employees who are laid off shall be recalled in order of their seniority, provided they are able to meet the normal requirements of the job. The Company will confirm an employee's recall by telegram sent to the employee's last address on record with the Company as furnished by the employee. An employee, upon being recalled, shall notify the Company within three (3) working days of receiving such telegram of his/her intention to return to work and shall return to work no later than ten (10) working days from the day such telegram is sent except in the case of verified illness.
- e) i) An employee who has been transferred to another classification as a result of the provisions of this Article, shall be given an opportunity of returning to his/her original job in order of seniority, when the vacancy occurs. When at the time the Company is offering return rights to a classification, and an employee is off work due to a compensable or LTD illness, it will be assumed that the employee has accepted their return rights. The vacancy will then be offered to the next person on the return rights list as a temporary job. Upon return of the absent employee, he/she will be formally offered the opening and the employee who has filled the job on a temporary basis shall be returned to the job held prior to the transfer. If such a job is no longer available, the provisions of 13.07 f) will apply and they will not be entitled to wage rate retention.
- ii) The provisions of i) will be limited to a period of three (3) years from the date of original transfer. An employee who declines the opportunity of return hereto, shall forfeit the right to return thereafter.
- f) i) The Company and the Union recognize that it is desirable to keep displacement of one employee by another (bumping) to a minimum, consistent with employees maintaining their seniority rights. Therefore, in

locating a job, in accordance with Section 13.07 (f) (ii) hereof, which is one held by an employee with less seniority or an open job, the procedure will be to commence from the bottom of the master seniority list and work upwards.

ii) The procedure for the purpose of locating another job for which an employee may be eligible, will be applied by the Company in relation to the job from which s/he is about to be transferred, provided s/he has the skill and ability to perform the job as verified by Company records, or as furnished by the employee or the Union, in the following manner and sequence:

a) in the case of an employee who is eligible to exercise his/her seniority on a plant-wide basis:

STEP

- 1 Open job (Plant-wide) -in same labour grade
- 2 Open job (Plant-wide) -in one labour grade higher
- 3 Open job (Plant-wide) -in one labour grade lower
- 4 First job commencing from the bottom of the Plant-wide seniority list held by less senior employee -in same labour grade or one labour grade higher
- 5 First job commencing from the bottom of the Plant-wide seniority list held by less senior employee -in one labour grade lower
- 6 Open job (plant wide) -in 2 labour grades lower
- 7 First job commencing from the bottom of the Plant-wide seniority list held by less senior employee -in 2 labour grades lower
- 8 For each successively lower labour grade repeat step 6 then 7 down to and including labour grade 1

9 Any remaining open job
(Plant-wide)

10 First job commencing
from the bottom of the
plant-wide seniority list
held by less senior
employee

NOTE

1. In administering the foregoing steps as they apply to any particular layoff listing where more than one employee is listed from a classification, an employee will not be placed in a lower labour grade than a less senior employee from the same classification, consistent with ability to meet the normal requirements of the work.

2. In the application of Section 13.12, the following procedure will be employed in the exercise of preferential seniority by department stewards with 5 or more years' seniority:

i) First job commencing - in same labour grade or in one labour grade
from the bottom of the higher
departmental seniority
list held by a less
senior employee

ii) First job commencing - in one labour grade lower
from the bottom of the
departmental seniority
list held by a less senior employee

If the employee is not so placed, the normal placement procedure outlined above in this Section 13.07 f) ii) a) will then be followed beginning at Step 1.

b) For the purpose of locating another job for which an employee may be eligible in the application of the requirements and procedure of Section 13.07 (f) (i) and (ii) for jobs within the plant, an employee with the skill and ability to perform the job as verified pursuant to Section 13.07 (f) (ii) shall be eligible for a training period of up to five (5) working days provided the Company has reasonable evidence in its records or as provided by the Union or the employee that such training period would enable the employee to meet the normal requirements of the work of such job within such five (5)

day period. Employees with 15 or more years of seniority will be eligible for up to 10 working days of training under this provision.

iii) In the event of the failure to locate a job following the application of the procedures set out in Sections 13.07 (f) (i) and (ii), an employee will be given notice of layoff (without the prejudice to his/her right of grievance) under Sections 13.07 (f) (i) and (ii) and shall be eligible for the first job commencing from the bottom of the plant-wide seniority list held by an employee with less seniority or an open job, on a training basis, where the Company has reasonable evidence in its records or as furnished by the Union or the employee, either that the employee has transferable skills which would enable him to meet the normal requirements of the work of such job within a maximum period of ten (10) working days (which may be extended by agreement), or that having previously worked on such job (or on a job requiring similar skills) s/he could so perform it within such period.

Should the employee, upon being so transferred, be unable to meet such requirements during the maximum period of ten (10) working days (or as may be extended by agreement), or should it become so apparent in a lesser time than the ten (10) day period, s/he will be eligible for one further transfer to:

an open job or,

if no open job is available, a job held by an employee with less seniority which s/he can perform without training as otherwise provided in this subsection.

In laying off such employee because such a job is not available, further notification of layoff is not applicable.

13.08 An employee shall maintain and accumulate seniority under the following conditions:

- a) during absence due to illness, not to exceed twenty-four (24) consecutive months;
- b) during leave of absence granted by the Company in writing;
- c) during a layoff not to exceed twenty-four (24) consecutive months;
- d) during an absence due to a compensable injury or compensable illness for which s/he is receiving Worker's Compensation Benefits.

13.09 An employee shall maintain seniority under the following conditions:

a) during a period of layoff as follows:

| | |
|-----------------------------|--|
| Seniority at time of layoff | Period of Seniority Maintenance (Inclusive of any period of seniority maintenance and accumulation under 13.08 c)) |
|-----------------------------|--|

* Greater than 60 Period equal to

| | |
|---|-----------------------------|
| worked days and less than 6 years | seniority at date of layoff |
| 6 years or greater and less than 8 years | 6 years |
| 8 years or greater and less than 10 years | 7 years |
| 10 years or greater | 8 years |

*Employees hired on or subsequent to May 1, 1995, will be covered by this provision. Existing employees as of May 1, 1995, will be covered by this provision, or will maintain seniority during a period of layoff for up to three (3) years, whichever is greater.

b) during absence due to illness for a period in excess of twenty-four (24) consecutive months.

13.10 An employee shall lose his/her seniority standing under the following conditions:

- a) if the employee leaves the employ of the Company;
- b) if continuously laid off for a period in excess of the applicable limit outlined in 13.09a) above;
- c) if discharged for just cause and such discharge is not reversed through the grievance procedure provided herein;
- d) if an employee fails to report for work in accordance with the provisions of Section 13.07 (d);
- e) if an employee overstays a leave of absence for a period of seven working days without the written permission of the Company;

13.11

- a) An employee of the Company with sixty (60) worked days or more of service credits who was transferred from the Bargaining Unit to a position outside the bargaining unit prior to April 23, 1983, may be returned to the Bargaining Unit and have seniority computed from the last date of hiring.
- b) An employee with sixty (60) worked days or more of service credits who was transferred from the Bargaining Unit to a supervisory position on or after April 23rd, 1983, but prior to April 23, 1985, may be returned to the Bargaining Unit on the basis that, if returned within a period of twelve (12) months from the date of such transfer, service credits for seniority purposes will consist of service credits held upon being so transferred from the Bargaining Unit, plus service credits accumulated out of the Bargaining Unit for a period of up to one (1) year.

If not returned to the Bargaining Unit within twelve (12) months of the date of transfer, then service credits for seniority purposes will be the service credits on the day prior to the transfer from the Bargaining Unit. After accumulating

twelve (12) months service credits following the return to the Bargaining Unit, service credits for seniority purposes will be the employee's total service credits with the Company.

- c) An employee with sixty (60) worked days or more of service credits who is transferred from the bargaining unit on or after April 23, 1985 may be returned to the bargaining unit on the basis that if returned within a period of twelve (12) months from the date of such transfer, service credits for seniority purposes will consist of service credits held upon being so transferred from the bargaining unit plus service credits accumulated out of the bargaining unit for a period of up to one (1) year.

If not returned to the bargaining unit within twelve (12) months of the date of transfer, then service credits for seniority purposes will be the service credits on the day prior to the transfer from the bargaining unit.

The seniority restrictions outlined in Section 5 b) and c) will not apply to transfers between Local 504 bargaining and Local 504 Salaried.

- d) An employee with sixty (60) worked days or more of service credits who is transferred from the bargaining unit on or after April 23, 1987 may be returned to the bargaining unit on the basis of c) above during a period of two (2) years from date of transfer. Once the two (2) year period has expired the provisions of this Section 13.11 will not apply, and any subsequent return to the bargaining unit by the employee would be as a new employee.
- e) An employee with sixty (60) worked days or more of service credits who is transferred from the bargaining unit on or after April 23, 1998 may be returned to the bargaining unit on the basis of c) above during a period of one (1) year from the date of transfer. Once the one (1) year has expired, the provisions of this Section 13.11 will not apply, and any subsequent return to the bargaining unit by the employee would be as a new employee. The seniority and return restrictions outlined in b), c), d) and e) will not apply to transfers between Local 504 bargaining and Local 504 salaried.
- f) An employee returning to the bargaining unit under this Section shall do so by displacing the most junior employee, starting at the bottom of the Master Seniority List, on a job s/he can perform under the terms of Section 13.07. Seniority for this purpose will be as determined under 13.11 a), b) c) or d) above.

13.12 A department Steward who has five or more years' seniority shall have preferential seniority, exercisable within his/her department in respect of a layoff or transfer out of the department resulting from lack of work, and s/he shall be given a job as set out in the Note to 13.07 (f) (ii) (a), or the application of Section 3 of Appendix "B", to the Note to 13.07 (f) (ii) (a), provided s/he can meet the normal requirements of the work available. Committeepersons shall have preferential seniority on the same basis in their respective Zones. The Unit Chairperson shall have preferential seniority on the same basis throughout the bargaining unit.

13.13 An employee claiming that s/he has been laid off or transferred contrary to the provisions of this Article, or that s/he has not been recalled in conformity therewith, may lodge a grievance in writing directly with the Industrial Relations Department of the Plant under Section 19.04 of the grievance procedure. The Company will investigate any such grievance and if it is sustained during the course of the grievance or arbitration procedures, the employee will be compensated at the appropriate rate of pay for the job s/he would otherwise have occupied, subject to fulfillment of the following conditions:

a) In the case of a grievance covering a layoff or recall:

i) The employee shall designate in such grievance at the time it is lodged, the names of the job incumbents whose jobs s/he claims s/he should occupy, provided that s/he shall be limited to naming not more than six job incumbents; provided further that, in the event such grievance is referred to arbitration, pursuant to Article 20, the Union shall notify the Company in writing at least three weeks prior to the date established for the Arbitration Hearing as to the name of one or such job incumbents whose job shall be the subject matter of the claim before the Board of Arbitration.

It is understood, however, that if such job incumbent has been transferred or laid off prior to the date set by the Board of Arbitration, the Company will notify the Union and within two working days thereafter, the Union shall advise the Company as to the name of an alternative job incumbent selected from the names as contained in such grievance,

In the event that all the original named job incumbents have been transferred or laid off prior to the date established for the Arbitration hearing the Union shall notify the Company in writing, within two working days of the company notifying the Union that all the named incumbents have been transferred or laid off, one of the original named job incumbents whose job shall be the subject matter before the Board of Arbitration.

ii) Pending completion of the grievance procedure under Section 19.04, the employee will, if required by the Company, accept assignment upon one working day's notice, to another job which s/he can perform;

iii) Any compensation will be less any monies earned, or any unemployment insurance, Workers' or other compensation received by the employee (but exclusive of any other monies which the employee would normally have continued to receive);

iv) The employee shall make every reasonable effort to minimize any loss of earnings resulting therefrom.

b) The conditions set forth under sub-section (i) and (iii) above, shall apply to a grievance concerning a transfer.

c) The grievance shall be lodged:

i) in the case of a layoff grievance, within a period of ten calendar days where notice is given under Section 13,07(c) and within the same period

immediately following the commencement of the layoff where such notice is not given;

ii) in the case of a transfer grievance, such grievance shall be lodged within the period of ten calendar days following the date of the disputed transfer;

iii) in the case of a grievance arising under Section 13,07 (e) above, such grievance shall be lodged within a period of seven calendar days following the date the other employee commenced work on the job the grievor claims;

iv) in the case of a recall grievance arising under Section 13,07 (d) such grievance shall be lodged within a period of six months following the date the other employee, who the grievor alleges was recalled in his/her place, commenced work. If such grievance is sustained, compensation will be payable beginning with the working day nearest to the seventh calendar day prior to the date of the grievance.

13.14 If an employee has been transferred to a job in another department, or has been given notice of layoff, in either case under the provisions of this Article 13, s/he may request an interview for the purpose of discussing such transfer or layoff subject to the following conditions:

a) The employee shall request his/her supervisor to arrange for such interview, which will take place with a Company representative(s), at the Employment Office, provided that the request is made to his/her supervisor no later than two working days following the date of such notice of layoff or transfer.

b) The supervisor will arrange for such interview which will take place no later than two working days following the date s/he received the employee's request.

c) If requested by the employee concerned, the Zone Committeeperson may be present at such interview, and s/he shall have access to the master seniority list.

d) Following such interview, if the employee disputes such transfer or layoff, s/he may, with the assistance of his/her Zone Committeeperson, prepare and sign a grievance which shall be lodged in accordance with the provisions of this Article.

e) The designation of the time and place of such interview as well as the preparation of such written grievance as provided above shall be subject to the direction of the supervisor concerned and such interview including the preparation, if necessary, of a written grievance shall be held during working hours in accordance with the time limits established in this Section.

13.15 An employee with seniority who has been absent from work due to illness or accident and, when medically cleared to return to work, is unable, in the opinion of the Company, to perform the normal requirements of the work of the job performed by him/her immediately prior to such illness or accident, will exercise his/her seniority as set out below.

In the above circumstances, should there be a difference of opinion in terms of the employee's fitness to perform his/her prior job, an attempt will be made to resolve the issue by referring the matter to a physician mutually agreed to by the employee and the parties to the Collective Agreement.

If the employee is unable to return to his/her former job, s/he will exercise his/her seniority as set out in Section 13.07 f) ii) a), provided the employee fulfills the conditions of Section 13.07 f) ii).

In the event of the failure to locate a job following the application of the foregoing, then the terms and conditions of 13.07 f) iii) shall apply, it being understood that notification of layoff shall not be required.

ARTICLE 14

JOB POSTING, TEMPORARY TRANSFERS AND JOB FILLING SEQUENCE

14.01

- a) All open jobs will be posted on plant bulletin boards for a period of two (2) working days and will state the Job Classification, Labour Grade, Job Rate and will also stipulate the required qualifications for the job. During this period, employees who have completed their probationary period may make application in writing on the Company form provided, for transfer to the open job.
- b) Open jobs are defined as job codes to which employees do not have a recall right under the terms of the Collective Agreement.
- c) Among applicants who first meet the minimum required qualifications for a job, seniority then will be considered an important factor in awarding the job posting. The only circumstance under which seniority would not prevail must involve a significant difference in skill, ability or experience related to the job in question.
- d) Notwithstanding the above, nothing shall prevent or be construed as restricting the Company from filling such opening(s) in the interval between posting the open job and placing the individual selected on the job.
- e) The names of all applicants for an open job, their seniority dates, and the name of the applicant selected to fill the open job will be posted on the plant bulletin boards.
- f) An employee transferred to an open job as a result of job posting will not have a claim on a further job transfer by these means for a period of six (6) months from the date of transfer, unless the employee is being paid Job Rate in the current classification and for whom the new job would be an upgrading (in a higher Labour Grade).
- g) In administering this job posting procedure, the Company will endeavor to make selection decisions and implement employee transfers in an expeditious

manner. The successful applicant to a job posting will be paid the appropriate rate for the new job, if higher than his/her current rate of pay, when transferred or beginning the seventh working day following the date the selection decision is made, whichever occurs first.

- h) In the event an employee selected through the above job posting procedure is unable to meet the quality and quantity requirements of the job because of his/her inability to qualify on the job, and not because of lack of application on his/her part, the following will apply:
 - i) The employee will be returned to the job held immediately prior to the transfer, providing it has not been filled by a more senior employee in the interim.
 - ii) If the employee cannot return to his/her former job under i), the employee will be subject to the provisions of Section 13.07 (f) in the Collective Agreement,
 - iii) Any employee who is displaced by an employee returning to his/her former job under i) will have the above provisions similarly applied in his/her case.
 - iv) The initial open job from which the employee is removed under this provision will be filled by applying the terms of c) above to the original list of applicants for the job.

14.02

- a) Any temporary job vacancy created by the absence of an employee, whereby the Company deems it necessary to place another employee on the job during the absence, shall be posted as a temporary open job subject to the provisions of this Article where such vacancy is expected to exceed two (2) months in duration. In addition, the Company may post temporary open jobs during peak vacation periods, in order to accommodate vacation requests.
- b) All employees who have filled temporary job postings under a) shall be returned to the jobs held prior to the transfer, If such job is no longer available, the provisions of 13.07 f) will apply.

14.03

- a) All temporary job vacancies as in Section 14.02-that are expected to extend for a period in excess of five (5) working days but less than two (2) months, will be handled in the following manner, commencing no later than the sixth (6th) working day of vacancy:
 - i) The vacancy will be filled by the most senior employee in the area, as defined in Section 6.05f), on the same shift who is in the labour grade immediately below the job vacancy, and who:
 - possesses the minimum qualifications for the job,

- is willing to accept the temporary transfer.
 - ii) If the vacancy is not filled through the application of i), then the procedure will be repeated with employees in the area on the same shift in successively lower labour grades.
 - iii) The same procedure will be followed in selecting replacements for employees who transfer to fill such temporary vacancies,
 - iv) If the vacancy remains unfilled, the supervisor will assign an employee to the temporary position.
- b) Upon the return of the absent employee(s), all employees who have filled temporary job vacancies under a) shall be returned to the jobs held prior to the transfer. If such job is no longer available, the provisions of 13,07 f) will apply.

14.04

- a) The sequence to be followed in the filling of job openings in the bargaining unit, as outlined in Article 13.07 (d) and (e), and Article 14.01 and 14,02, is defined below:
- i) Employees in the bargaining unit who are working in another classification and who have recall rights under Article 13,07 (e), followed if necessary by;
 - ii) Job posting under Article 14, followed if necessary by;
 - iii) Employees in the bargaining unit who are on layoff and who have recall rights under Article 13.07 (d), followed if necessary by;
 - iv) Consideration of employees in CAW Local 504 salaried, followed if necessary by;
 - v) New hires.
- b) It is further understood that employees in process of layoff (Article 13.07 (f)) will also be considered for open jobs as outlined in the Agreement, prior to the job posting step, but subsequent to any employee who has recall rights as in (i) above. In the event a job has been posted it will still be considered an open job for this purpose until an employee is actually transferred (moved) to the job.

ARTICLE 15 PROBATIONARY EMPLOYEE

15.01 The normal probation period for a new employee shall be sixty (60) worked days.

15.02 Where a probationary employee is re-hired within twelve (12) calendar months of a previous period of employment within the bargaining unit, s/he will be required to complete the balance of the sixty (60) worked days of probation, or a further ten (10) worked days of probation, whichever is the greater, before

acquiring seniority. On completion of the probation period(s), the seniority date of the employee will be the last date of hiring by the Company.

15.03 It is clearly understood and agreed, however, that this provision does in no way modify any of the Company rights to evaluate employees during their probationary period. The Company has full right to discharge probationary employees for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of the Ontario Labour Relations Act. A grievance may be filed by a probationary employee who has been discharged.

ARTICLE 16 LEAVE OF ABSENCE

16.01 Leave of absence without pay will be granted to:

- a) two members of the Union with seniority standing for full time Local 504, Union work, and
- b) three members of the Union with seniority standing for full time National Union work,

for the duration of this Agreement or until the completion of his/her mission, whichever first occurs. Upon completion of his/her mission or upon the expiration of this Agreement, whichever first occurs, s/he will be given re-employment on the basis of his/her continuity or seniority in his/her former position or in a similar position at the rate prevailing at the time of such re-employment. An employee who is granted such leave of absence under this Section and who returns to work on completion of his/her mission will be ineligible for another such leave within a period of three months. Continuity of seniority will only be granted to such member upon the resumption of employment with the Company.

16.02 Leave of absence without pay will be granted to an employee who is elected to serve in a full time capacity in public office such as a Federal M.P., Provincial M.P.P., or member of a Municipal or regional government legislature. Upon completion of his/her term in office, s/he will be given re-employment and seniority consideration as outlined above in Section 16.01.

16.03 Upon written request by the Union and if reasonable notice is given, the Company will grant leave of absence to employee(s) without pay for Union business.

During leave of absence under this Section, the employee will maintain and accumulate seniority,

Under this Section, except for leaves of absence due to grievance and arbitration participation and negotiation preparations and processes, not more than three hundred (300) person-days total leave of absence will be granted in any one calendar year.

It is understood that the Company may withhold leaves requested by the Union and ask the Union to substitute other employees if the numbers of leaves

requested in respect of any job, department or division interferes with the operating requirements of the Company.

16.04

- a) Subject to the following conditions, the Company will grant leave of absence without pay to a pregnant employee at her request:
 - i) Such employee must have ten (10) months seniority.
 - ii) The Company may require medical verification of the employee's condition.
 - iii) Leave will normally be granted for a period of three months prior to confinement and two months following confinement.
- b)
 - i) The Company will not unreasonably withhold leave of absence without pay when requested by employees for other personal reasons.
 - ii) A copy of the complete approved leave of absence form will be provided to the employee.
- c) The Company will not unreasonably withhold, subject to the needs of the business, a leave of one (1) day or less without pay for personal reasons, if notified one (1) week or more in advance.
- d) In the event that an employee with sixty (60) worked days or more of service credits takes a leave of absence due to pregnancy and is denied Employment Insurance (E.I.) Maternity benefits, solely because of the prior use of E.I. Benefits while with the Company, the Company will pay her an amount equal to the maternity benefits she otherwise would have received from E.I.

ARTICLE 17 DISCHARGE AND SUSPENSION GRIEVANCES

17.01 A claim by an employee that s/he has been suspended or discharged without just cause from his/her employment may be treated as a grievance and a written statement of such grievance, signed by the employee, must be lodged by the Union or the employee with the Industrial Relations Department of the Plant within four (4) working days immediately following the date of suspension or discharge, and the case shall be disposed of within ten (10) working days in the case of a suspension and within six (6) working days in the case of a discharge after the date of filing of the grievance, except where such case goes to arbitration. The employee(s) shall have the right to see his/her Steward prior to leaving the plant, at a time and place designated by the Company.

The four working day limitation referred to above will not apply if the suspended or discharged employee is able to prove his/her inability to communicate with the Company by reason of illness.

17.02 Such suspension or discharge grievance may be settled:

- a) by confirming the Management's action in suspending or dismissing the employee, or,

- b) by reinstating the employee with full compensation for time lost, or,
- c) by any other arrangement which is just and equitable in the opinion of the parties or through the arbitration process.

ARTICLE 18 STEWARDS

18.01 Definitions:

- a) "Departmental Steward" is a person elected or appointed by the Union members of his/her department to represent the department in which s/he is employed.
- b) "Committeeperson" is a person elected or appointed by the Union members of his/her zone as their representative.

18.02 The Company acknowledges the right of the Union to elect or appoint in total one steward for every thirty-five (35) employees, or major fraction thereof, in the bargaining unit, to assist in the presentation of their grievance. The determination of the appropriate overall number of stewards will be made semi-annually on April, 15th and October 15th. The distribution of the stewards in terms of areas of representation will be defined and mutually agreed between the parties. In the event a situation develops where it appears to either party that the normal application of this Section is resulting in inadequate or excessive steward representation, a meeting may be requested by the Company or the Union to discuss and rectify the problem.

18.03 The Union acknowledges that stewards, as well as other members of the Union committees, and the Union officers, will continue to perform their regular duties on behalf of the Company, and that:

- a) such persons will not leave their regular duties without obtaining permission from their supervisor who will be given a reasonable explanation for the requested absence;
- b) when resuming their regular duties after engaging in duties on behalf of the Union, they will report to their supervisor immediately upon their return;
- c) any Union representative who is privileged by this Agreement to take up Union business in a department other than his/her own will also report to the supervisor of that department at the time.

18.04 A Steward will assist in the grievance procedure as set forth in Article 19 except that in the absence of a Steward the Committeeperson shall act in his/her place.

18.05 A Departmental Steward deputized by the Union to substitute for a Committeeperson may carry out the Committeeperson's duties on behalf of the Union in the event of the Committeeperson's authorized absence from the plant.

18.06 The Company will pay for time lost while on Company premises and authorized to be absent from regular duties under Section 18.03 during his/her normal hours of work as set out in Article 6, as follows:

- a) 100% of time lost to a maximum of 2-1/2 hours pay in any one week to Department Stewards;
- b) 100% of time lost to a maximum of 2-1/2 hours pay in any one week to Job Evaluation Panel members. This represents a total accumulation of time by all Panel members and is not intended to be applied as 2 1/2 hours pay per Panel member;
- c) 100% of time lost to a maximum of 5-1/2 hours pay in any week to Committeepersons;
- d) 100% of time lost by Grievance Panel to a maximum of 3-1/2 hours pay in any one week;
- e) The Company will supply to the union a list showing the number of hours paid to each of the Stewards or Committee members named above.

18.07

- a) If requested by the employee concerned, a copy of a written notice of discipline will be given to the employee's department Steward for the information of the Union as soon as practicable,
- b) All notices of discipline will be removed from employee records after eighteen (18) months from the date of issue. An exception to the above will be any situation whereby the notice of discipline represents a reoccurrence of a similar nature within the eighteen (18) month period, in which case the prior notice will be retained in the records.

18.08 Time lost by a Committeeperson or a Steward during his/her normal hours of work as set out in Article 6, while on Company premises and when authorized to be absent from his/her regular duties under Section 18.03, shall not thereby disqualify him/her for premium rate under Article 6 to which s/he would otherwise be entitled.

**ARTICLE 19
GRIEVANCES**

19.01 Nothing herein shall prevent an individual employee from discussing a complaint with his/her supervisor, or submitting a grievance on his/her own behalf as provided herein, except that if the Union has taken up a grievance on behalf of the employee with his/her consent, the withdrawal of such consent shall not prevent the Union from processing the grievance under the grievance provisions hereof.

19.02 First Stage: The employee may request permission of his/her supervisor to discuss and/or prepare a grievance with his/her Department Steward as

provided in Section 19,07. A written grievance, signed by the employee or a representative number of the employees concerned, shall be submitted by the Steward and/or the employee to the supervisor concerned. The supervisor will sign the grievance and indicate the time and date received. The supervisor shall give his/her answer in writing to the Department Steward within four working days of the date on which s/he receives the grievance. The supervisor will, on the same day, give a copy of his/her answer to the employee(s) and s/he will also arrange for two additional copies to be given to the Zone Committeeperson.

19.03 Second Stage: If a settlement is not reached under the first stage above, the grievance shall be submitted to the supervisor's immediate Manager by the Zone Committeeperson within thirty days from the date of the supervisor's answer under Section 19.02. The supervisor shall sign and date the grievance. The grievance will be referred by the supervisor's immediate Manager to the Industrial Relations Department of the Plant.

However, within five (5) working days from the date of the supervisor's answer under Section 19.02, a meeting may be held between the Zone Committeeperson and such Manager to discuss the grievance, if requested by either the Zone Committeeperson or such Manager.

19.04 The Industrial Relations Department will arrange a meeting within two weeks of the date on which the grievance was submitted by the Zone Committeeperson. The Manager of Industrial Relations, or his/her appointee, shall give an answer in writing within ten (10) working days of such meeting. Meeting with the Industrial Relations Department in connection with 13.13, however, shall take place within two weeks of the date of receipt of the grievance.

19.05 During the Second Stage meeting as provided above, the Union, or the employee, may be represented by a representative of the National Office of the Union, one full-time official of the Local Union, a maximum of three members of the Union Grievance Panel who shall be employees of the Company and any employee possessed of factual knowledge touching on the matter in question. The Company shall also have the right to have present any officers, officials or agents of the Company.

19.06 The time limits set out in Section 19,02, 19.03 and 19.04, shall be strictly observed. Any grievance not filed within the time limits established by the provisions of this Agreement shall be considered disposed of or settled. If the Company fails to comply with the time limits established by the provisions of this Agreement, the Union may file the grievance in the next succeeding stage. It is expressly provided, however, that the parties may agree in writing in respect to any grievance to extend and/or waive any of the time limits imposed on either of them.

19.07 The designation of the time and place involved in the discussions and meetings and/or for the preparation of written grievances as provided in the foregoing sections of this Article shall be subject to the direction of the supervisor

concerned and shall be held during working hours within twenty-four (24) hours of the request being registered with the Supervisor.

19.08 The Company shall not be liable for retroactive payments prior to six months from the date of filing of a grievance hereunder. It is understood that a grievance should be filed within twelve months of the date of the occurrence which gave rise to it. In the event, however, a grievance is filed more than twelve months after the date of the occurrence which gave rise to it, the Company's liability for retroactive payment shall be reduced by the number of days that the period from the date of such occurrence, to the date of the filing of the grievance, is greater than twelve months.

19.09 It is understood that the Company may bring forward and give to the Union at any time any grievance:

- a) with respect to the conduct of the Union, its officers or Committeepersons;
- b) with respect to the conduct of the employees generally;
- c) with respect to the application or interpretation of any provision of this Agreement.

The grievance shall first be presented in writing to the officials of the Union and a meeting will be held within seven calendar days with the Union and its representatives. Failure to agree within a period of four calendar days subsequent to the meeting, - will permit the Company to refer the matter to a Board of Arbitration as hereinafter described, within thirty calendar days.

19.10 The Union may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement. Such a grievance will be entered by the President, with the Manager of Industrial Relations who, within 48 hours, will notify the Union at which stage the grievance will be processed.

19.11 The Company will pay for time lost by an employee, to a maximum of fifteen (15) minutes, for the purpose of preparing a written grievance under Section 19.07.

In cases where the Union requests that the grievor be present at the second stage meeting referred to in Section 19.05, the Company will pay fifty percent (50%) of the time spent at such meeting(s) by the grievor, or in the case of a group grievance, one grievor selected by the Union to represent the group.

ARTICLE 20 ARBITRATION

20.01 Failing settlement under the grievance procedure set forth in Article 19 hereof of any grievance between the parties or any employee's grievance arising from the interpretation, application, non-application or violation of any of the provisions of this Agreement, including any question as to whether a matter is arbitrable, such may be referred to arbitration within thirty (30) days.

20.2 Disputes which are carried to the arbitration stage shall normally be heard before a single Arbitrator. The Company and the Union have agreed that the under mentioned persons shall be called to arbitrate on a rotation basis, in order of their listing:

Ms. Gail Brent
Mr. Howard Brown
Mr. Ross Kennedy
Mr. Randy Levinson

A grievance slated for arbitration shall proceed in the following manner:

- a) A letter shall be sent within fifteen (15) days to the appropriate arbitrator on the list in accordance with the foregoing.
- b) In no event will an Arbitrator on the list be passed over and the next Arbitrator selected without the mutual agreement of the parties.

20.03 The decision of the single Arbitrator with respect to matters coming within the jurisdiction of and pursuant to the provisions of This Agreement, shall be final and binding on both parties hereto, and should be rendered within seven (7) working days from the time the matter was referred to the single Arbitrator.

20.04 Such single Arbitrator shall have no jurisdiction to alter, change, amend or enlarge, the terms of this Agreement.

20.05 Expenses which may be incurred in connection with the single Arbitrator will be borne equally by both parties to this Agreement.

20.06 Where applicable, a grievance, when posted for arbitration, shall state the Article and Sections of this Agreement which it has alleged have been breached.

20.07 In the case of any grievance filed under Section 9.05, the jurisdiction of a single Arbitrator shall be limited to the provisions set forth in Section 9.07.

20.08 The foregoing in no way prevents the parties from applying for arbitration under the Ontario Labour Relations Act.

20.09

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

David Whitehead
Jerry Kovacks

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

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

- i) The decision of the Grievance Commissioner shall be confirmed to the grievance referred to him or her. Such decision must be consistent with the provisions of the Collective Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of the Collective Agreement.
- ii) The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union, and shall represent full and final settlement of all matters relating to the grievance in question.
- iii) The Union and the Company shall each be responsible for one half of any fees or expenses charged by the Grievance Commissioner.
- iv) The parties shall meet at least thirty (30) calendar days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine which facts can be agreed upon. All such facts will be put together in a joint Agreed Statement of Fact by the parties. In addition, a Joint Statement of Evidence will be prepared by the Parties which will outline all facts and assertions that cannot be agreed upon and that each party considers relevant and intends to call into evidence in respect of at the hearing of the Case. Both the Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) calendar days before the commencement of the grievance hearing.
- v) If either party fails to meet the requirement of Section (iv), the matter shall be referred to the regular arbitration procedure.
- vi) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make further representations or bring forward evidence, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

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

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

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

ARTICLE 21 CHECK-OFF

21.01 During the term of this Agreement, the Company will continue to recognize dues deduction authorization cards of present employees and will deduct in accordance therewith for each pay period, an amount equivalent to Union Dues. The Company shall remit all dues and initiation fees deducted to the Local 504 Financial Secretary by the 15th day of the calendar month following the month during which deductions were made. The Company will also supply a list of the names of those for whom deductions were made with the amount of each deduction. The list will also include those members who did not have union dues deducted.

21.02 An employee hired or entering the bargaining unit during the term of this Agreement will be required within 30 days after his/her date of employment or transfer to complete an Employee's Check-off Card (in the form set out in Appendix "C"), assigning to the Union, through payroll deductions, an amount equivalent to that provided under 21,01, The same requirements shall apply to any present employee within 30 days after the date of this Agreement for whom no Employee Check-Off Card is on record with the Company,

21.03 When the dues deduction authorization card has been signed by the employee and deposited with the Company, deduction will be made in accordance with the provisions of this Article, for the term of this Agreement and any extension or renewal thereof.

21.04 Upon written authorization from an employee (in the form set out in Appendix "C") the Company will deduct an initiation fee, as prescribed by the Union in a written letter to the Company.

21.05 There will be no coercion or intimidation of any employee by either the Company or the Union in regard to the dues deduction arrangement.

21.06 Union dues are deductible in each pay period for which an employee receives pay, except where such pay is insufficient to cover dues deduction, in which cases, the omitted deduction will be recovered in the next pay period in which there is sufficient pay. An exception to the foregoing will be an employee returning to work following an absence on either Workers' Compensation or LTD benefits.

21.07 The Union agrees to keep the Company harmless from any claims against it by an employee which arise out of deduction under this Article.

21.08 An employee who returns to work from layoff, sickness or leave of absence or who re-enters the bargaining unit, shall have current deductions automatically reinstated upon return to work.

21.09 It is agreed that before an employee enters the bargaining unit, the Zone Committeeperson, or a Departmental Steward deputized by the Committeeperson, shall have the right to interview such employee during a five minute period, at a time and place to be designated by the Company.

ARTICLE 22 REPRESENTATIVES

22.01 The Union shall supply the Company with the names of those employees who have been elected Union Officers, Grievance Committeepersons, Stewards and Union Job Evaluation Panel members authorized to represent the Union, and the Union shall keep such lists up-to-date and the Company advised accordingly.

22.02 The Company will supply the Union with the names, titles, and departments of Supervisors, Managers and representatives of the Personnel and Industrial Relations Department Staff who may be called upon to act with respect to the administration of this Agreement. Such information will be supplied to the Union on the occasion of the signing of the Agreement and on a quarterly basis thereafter.

ARTICLE 23 INFORMATION TO THE UNION

23.01 Copies of all notices which are posted on the plant bulletin boards, which deal with hours, wages or working conditions, will be sent to the Unit Chairperson and the Local Union.

23.02 The Company will supply to the Union Committee the following information on an annual basis, except as otherwise indicated, and send a copy to the local Union Office:

- Employees who acquire seniority on an as it occurs basis.

- Employees by rate and classification.
- The names, phone numbers, addresses and postal codes on file of all active bargaining unit employees.

ARTICLE 24 NOTICES

24.01 The Company agrees to post in its plants, Union notices announcing Union meetings or social events, subject to the following conditions:

- a) Such notices shall first receive the stamped approval of the Company prior to posting.
- b) No change shall be made in any such notice either by the Company or by the Union, after it has received the stamped approval of the Company.

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

ARTICLE 25 JURY DUTY

25.01 An employee who is called for Jury Duty will receive for each day of absence therefore, the difference, between pay lost, computed at the employee's hourly wage rate and the amount of jury fee received, provided that the employee furnishes the Company with a certificate of service signed by the Clerk of the Court, showing the amount of jury fee received.

25.02 An employee who is subpoenaed to appear in court as a witness, will be compensated for earnings lost in the same manner and subject to the same conditions as Article 25.01 above.

ARTICLE 26
BEREAVEMENT PAY

26.01 Subject to the following regulations, the Company will make payment of wages to an employee who is absent solely due to a death in his/her immediate family.

a) Such employee, except for the death and funeral, would otherwise be at work.

26.02 Members of the employee's immediate family are defined for the purposes of this Agreement as spouse, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren, brother-in-law and sister-in-law.

26.03 An employee will receive payment for the time lost from his/her regularly scheduled hours on the following basis:

a) Payment will be made on the basis of the employee's hourly wage rate for the employee's regularly scheduled shift up to 8 hours per day, exclusive of overtime and other forms of premium pay, for up to three days* absence,

* NOTE: For spouse, son, daughter, father and mother, modify to read for up to five (5) days absence.

b) The time to be paid may be any consecutive working days but must include the date of death or the day of the funeral.

c) When requested by the Company, the employee will furnish satisfactory proof of death of the member of his/her immediate family.

26.04 An employee will receive payment for up to one day at his/her regular wage rate for the employee's regular shift of up to eight (8) hours for time lost solely due to his/her attendance at the funeral of a grandparent.

26.05 An employee will not be eligible to receive payments under this Agreement for any period in which s/he is receiving other payments in The form of vacation pay, specified holiday pay, disability benefit, or Worker's Compensation.

ARTICLE 27
EMPLOYEE DISPLACEMENTS THROUGH TECHNOLOGICAL CHANGE

27.01

- a) Technological change for the purpose of this section shall mean the introduction of new machinery, equipment and/or processes which will require an employee to acquire new occupational skills or render obsolete his/her present occupational skills or cause him/her to be removed from his/her present occupational classification.
- b) The Company and Union agree that technological change will be necessary in order to maintain a viable and competitive manufacturing facility. Therefore, when such technological change(s) occur, the Company will notify the Union as soon as approval for such expenditure is received. Such notification shall include the nature of the change, the effective date of the proposed change, the effects the change may be expected to have on employees' working conditions and terms of employment, and all data pertaining to the anticipated effects on employees.

27.02 Changes in occupational classifications as a result of the introduction of new technology, as defined in Section 27,01, will be applied as follows:

- a) If the new or changed occupational classification is classified in a labour grade which is equal to or higher than the employee's previous occupational classification (prior to the introduction of such technological change), the Company will provide a training period based on service credits as stated in Article 27,02 (b) on the new or changed job created to the senior employee(s) who is affected by such technological change, provided the number of such training periods afforded thereunder will not exceed the number of such new or changed jobs available. The employee will be selected for the training period on the basis of seniority, provided the Company has reasonable evidence in its records or as furnished by the employee or the Union that the employee has the skill and ability which would enable him/her to meet the normal requirements of the job within the maximum period as stated in Article 27.02 (b).
- b) If the new or changed occupational classification is classified in a labour grade which is lower than the labour grade of the employee's previous occupational classification (prior to the introduction of such technological change) or the employee(s) is/are unable to be placed as outlined in Article 27,02 (a) above, then the Company will allow the employee to displace the shortest service employee on an occupational classification which will allow him/her to maintain his/her former rate of pay (prior to the introduction of such technological change) provided the Company has reasonable evidence in its records or as furnished by the employee or Union that the employee has the skill and ability which would enable him/her to meet the normal requirements of the job with training within the maximum period based on service credits as outlined below:

| SERVICE CREDITS | TRAINING PERIOD |
|--|-----------------|
| Greater than 60 worked days and less than 1 year | 20 working days |
| 1 year and less than 5 years | 30 working days |
| 5 years and less than 10 years | 40 working days |
| 10 years or more | 60 working days |

- c) If the employee is unable to displace the shortest service employee on an occupational classification which allows him/her to maintain his/her former rate of pay, then the same sequence of steps will be applied in relation to an occupational classification first one labour grade lower and so on.
- d) If, in the application of Section 27.02 (a), (b) and (c) above, the employee is unable to qualify for a placement opportunity or fails after such placement with training to meet the normal requirements of the job, the employee will be subject to the provisions of Section 13.07 (f) in the Collective Agreement.

27.03 An employee directly affected by technological change who is transferred under the provisions of this Article, shall be paid on any job to which s/he is transferred, a rate not less than his/her former rate prior to the introduction of such technological change for a period in accordance with his/her service credits as outlined in Section 27.02 (b) above.

27.04 The provisions of this Article, as outlined above, are applicable to all employees, provided they have completed a period of sixty (60) worked days with the Company as provided for in Article 15.

ARTICLE 28 DURATION AND TERMINATION

28.01 This Agreement shall remain in effect until April 22, 2001, and unless either party gives to the other party written notice of termination or of its desire to amend the Agreement, then it shall continue in effect for a further year without change.

28.02 Notices that amendments are required or that either party intends to terminate the Agreement may only be given within a period of ninety to seventy days prior to the expiration of this Agreement.

28.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating such proposals within fifteen days after the giving of such notice, if requested to do so. Such negotiations shall not continue beyond the expiration date of the Agreement or extension unless the parties mutually agree to extend the period of negotiations.

SIGNED by the parties hereto on the day
of _____, 1998 at the City of Hamilton,

CAMCO INC

CAW-CANADA
on behalf of Local 504

CAW-CANADA

APPENDIX "A"
LABOUR GRADE JOB RATES AND
PROGRESSION STEP RATES
EFFECTIVE APRIL 23, 1998

PROGRESSION STEP RATES

| LABOUR GRADE | JOB RATE \$ | START RATE \$ | AFTER 3 MONTHS \$ | AFTER 6 MONTHS \$ |
|--------------|----------------|------------------|----------------------|----------------------|
| 1 | 15.955 | 15.955 | -- | -- |
| 2 | 16.074 | 15.955 | 16.074 | -- |
| 3 | 16.189 | 16.074 | 16.189 | -- |
| 4 | 16.306 | 16.189 | 16.306 | -- |
| 5 | 16.457 | 16.306 | 16.457 | -- |
| 6 | 16.651 | 16.457 | 16.651 | -- |
| 7 | 16.887 | 16.457 | 16.651 | 16.887 |
| 8 | 17.075 | 16.651 | 16.887 | 17.075 |
| 9 | 17.303 | 16.887 | 17.075 | 17.303 |
| 10 | 17.745 | 17.075 | 17.303 | 17.745 |
| 11 | 17.948 | 17.303 | 17.745 | 17.948 |
| 12 | 18.177 | 17.745 | 17.948 | 18.177 |
| 13 | 20.546 | 19.724 | 20.032 | 20.546 |

General Increase of 28.0 cents per hour

APPENDIX "A"
LABOUR GRADE JOB RATES AND
PROGRESSION STEP RATES
EFFECTIVE APRIL 23, 1999

PROGRESSION STEP RATES

| LABOUR GRADE | JOB RATE \$ | START RATE \$ | AFTER 3 MONTHS \$ | AFTER 6 MONTHS \$ |
|--------------|----------------|------------------|----------------------|----------------------|
| 1 | 16.115 | 16.115 | -- | |
| 2 | 16.234 | 16.115 | 16.234 | -- |
| 3 | 16.349 | 16.234 | 16.349 | -- |
| 4 | 16.466 | 16.349 | 16.466 | -- |
| 5 | 16.617 | 16.466 | 16.617 | -- |
| 6 | 16.811 | 16.617 | 16.811 | -- |
| 7 | 17.047 | 16.617 | 16.811 | 17.047 |
| 8 | 17.235 | 16.811 | 17.047 | 17.235 |
| 9 | 17.463 | 17.047 | 17.235 | 17.463 |
| 10 | 17.905 | 17.235 | 17.463 | 17.905 |
| 11 | 18.108 | 17.463 | 17.905 | 18.108 |
| 12 | 18.377 | 17.905 | 18.108 | 18.377 |
| 13 | 20.706 | 19.884 | 20.192 | 20.706 |

General Increase of 16¢ per hour.

APPENDIX "A"
LABOUR GRADE JOB RATES AND
PROGRESSION STEP RATES
EFFECTIVE APRIL 23, 2000

PROGRESSION STEP RATES

| LABOUR GRADE | JOB RATE \$ | START RATE \$ | AFTER 3 MONTHS \$ | AFTER 6 MONTHS \$ |
|--------------|----------------|------------------|----------------------|----------------------|
| 1 | 16.375 | 16.375 | -- | -- |
| 2 | 16.649 | 16.375 | 16.649 | -- |
| 3 | 16.609 | 16.649 | 16.609 | -- |
| 4 | 16.726 | 16.609 | 16.726 | -- |
| 5 | 16.877 | 16.726 | 16.877 | -- |
| 6 | 17.071 | 16.877 | 17.071 | -- |
| 7 | 17.307 | 16.877 | 17.071 | 17.307 |
| 8 | 17.495 | 17.071 | 17.307 | 17.495 |
| 9 | 17.723 | 17.307 | 17.495 | 17.723 |
| 10 | 18.165 | 17.495 | 17.723 | 18.165 |
| 11 | 18.368 | 17.723 | 18.165 | 18.368 |
| 12 | 18.637 | 18.165 | 18.368 | 18.637 |
| 13 | 20.966 | 20.144 | 20.452 | 20.966 |

General Increase of 26.0¢ per hour

APPENDIX "B"
RED CIRCLE RATES

1. An employee who became entitled to a red circle rate including an occupational average (red circle) rate under Section 3 of Appendix "C" to the Collective Agreement between the parties dated November 3, 1961, and who retains such entitlement under subsequent Agreements and Appendices, and who continues to be paid such red circle rate on April 22, 1998, will be paid such hourly wage rate while s/he continues to perform the work of the same job classification, in respect of which it was acquired.
2. An employee being paid a red circle rate as of the above mentioned date shall lose such red circle rate if s/he does not perform work in that job classification for a continuous period of more than two years, or if s/he is laid off for more than one year, or if s/he declines his/her right to return as referred to in Section 13,07 (e) (i) of the current Collective Agreement.
3. In locating another job under Section 13,07 (f) (ii) of the Agreement for an employee who is being paid a red circle rate, a job for which the employee may be eligible shall be one on which the employee will receive a rate of pay (following the completion of the pay period concerned) equal to that received on the job from which the employee is transferred, following which, the steps under 13.07 (f) (ii) shall apply in the manner and sequence therein set out, with the same labour grade being interpreted to be the labour grade, the Job Rate of which is closest to that of the employee's pre-transfer rate.
4. An employee having a red circle rate who is transferred at the request of the Company for utilization of his/her applicable skills, when there is work for him/her on his/her regular job, shall be paid the Job Rate for the job classification to which s/he is transferred or his/her pre-transfer rate, whichever is the higher for the duration of the transfer.
5. An employee being paid a red circle rate to which s/he was entitled and retained entitlement under Section 1 hereof, and which originated in Section 1 (c) of Appendix "C" to the previous Agreement dated November 3, 1961, which resulted in subdivided converted incentive job classifications and who is transferred between such converted incentive job classifications shall retain his/her pre-transfer red circle rate.
6.
 - a) The hourly wage rate of an employee being paid a red circle rate on April 22, 1998, shall be increased by the same amount as the increase applicable to his/her respective Labour Grade Job Rate, effective April 23, 1998.

- b) The hourly wage rate of an employee being paid a red circle rate on April 22, 1999, shall be increased by the same amount as the increase applicable to his/her respective Labour Grade Job Rate, effective April 23, 1999.
 - c) The hourly rate of an employee being paid a red circle rate on April 22, 2000, shall be increased by the same amount as the increase applicable to his/her respective Labour Grade Job Rate, effective April 23, 2000.
- 7.** For the purposes of this Appendix "B", a recall is defined as a return to work from layoff within a one-year period from the date of layoff. An employee being paid a red circle rate at the date of layoff, will, if recalled to his/her former job classification, have his/her red circle rate restored to him/her including any wage adjustment applicable to his/her red circle rate.
- 8.** When the Labour Grade ranking of a job classification is changed through job evaluation, an employee who retains entitlement to be paid a red circle rate with respect to such job classification shall have his/her red circle rate determined by adding to the Job Rate for the Labour Grade in which the classification is ranked, the same differential, in cents per hour, that existed between the Job Rate for the Labour Grade in which the job classification was previously ranked and the employee's red circle rate.

APPENDIX "C"
DUES DEDUCTION AUTHORIZATION

CAMCO INC

I authorize the Company to deduct from each pay period of one week amount equivalent to Union dues and to remit the same promptly to the Financial Secretary of Local 504, of the CAW-CANADA.

I understand that this authorization is binding on me commencing from the date hereof.

DATE _____
SIGNATURE _____
DEPARTMENT _____
BADGE NO. _____

I also authorize the Company to deduct from my next first pay of the month, my Union initiation fee.

DATE _____
SIGNATURE _____

Appendices "D" and "E" contain the Letters of Understanding, Benefit Plans and Income Extension Aid Plan agreed upon by the parties. This material is reproduced in this Collective Agreement booklet for information purposes only. The Letters of Under-standing, Benefit Plans and Income Extension Aid Plan do not form part of the Collective Agreement and are not subject to grievance or arbitration.

- A17 Overtime Form
- A18 LTD Review Committee

SECTION B Letters from Company to Union

- B1 Transfer of Employee
- B2 Change of Address Card & Lay-Off
- B3 Overtime Rates
- B4 Recall Forms
- B5 Red Circle Rate Maintenance
- B6 Disability Benefits
- B7 Half Shift Specified Holidays
- B8 Retired Employees Benefits
- B9 Union Dues - T-4
- B10 Notification to Committeepersons - Discipline
- B11 Unit Chairperson and Committeeperson – Day Shift
- B12 Transfer of Work within Hamilton - Wentworth
- B13 Transfer of Work
- B14 Move of the Manufacture of a Product Line
- B15 Jury Duty
- B16 Definition of Open Job
- B17 Skilled Trades Sub Contracting
- B18 Payment for Union Business
- B19 Company contributions to CAW Special Fund
- B20 Same Sex Bereavement - Article 26
- B21 Dental Codes
- B22 Direct Deposit

SECTION C Letters from Union to Company

- C1 Article 9:07
- C2 Article 13:13 (a) (i)

SECTION D SKILLED TRADES SUPPLEMENT

- D1 Apprenticeship Agreement
- D2 Dues Deduction
- D3 Seniority
- D4 Definition of Skilled Trades
- D5 Labour Grades

SECTION E 1996 LETTERS OF UNDERSTANDING

- E1 Summer Shutdown
- E2 Summer Students
- E3 Temporary Job Vacancies
- E4 Employee Movement
- E5 Quality Commitment
- E6 Training Commitment
- E7 Continuous Operations
- E8 Union Representatives
- E9 Job Descriptions
- E10 Overtime Scheduling

SECTION A LETTERS BETWEEN THE COMPANY AND THE UNION

April 23, 1998

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H3

Attention: Mr. R. Cyrenne

Dear Sir:

LETTER A1 Article 13.05 Vacation Shutdown

This will confirm the understanding between the parties with respect to the Collective Agreement dated April 23, 1998 although not forming a Part thereof, relating to Section 13.05 of the Agreement.

Subject to the Company's operating requirements each supervisor will endeavor to apply the provisions of Section 13.05 as uniformly as possible amongst the employees of his department being laid off thereunder. Subject to the same consideration as set out above, if there is work available in the Longwood Road Plant, during vacation shutdown with respect to employees affected by sub-section (a) of 13.05, such employees will be offered temporary assignments to jobs which they are qualified to perform at the appropriate job rate.

LETTER A-2 Recall from Layoff

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, where an employee is given notice of recall from layoff, the Company will not unreasonably insist on employees accepting employment where the Company anticipates that employment following recall will be of 4 weeks or less, where the Company has evidence that the employee is actively employed elsewhere,

In this connection, it must be understood however, that in granting or withholding this arrangement to employees in receipt of such notice, the Company will not be held in violation of the recall provisions of the Seniority Article of the Collective Agreement, nor will the employee lose his/her other recall rights.

LETTER A-3: Zones for Committeepersons

This is to confirm the Company agrees to modify the area of representation of Committeepersons as referred to in Clause 18.01 (b) of the Collective Agreement dated April 23, 1998, it is agreed that the four (4) Zone Committeepersons, will be established based on the following breakdown:

Zone 1

Refrigerator Assembly
New Product Line

Zone 2

Enamel
Paint
Stores
Unit Assembly WT30
Receiving
Inspection
Warehouse & Pack
Injection Molding
Lab

Zone 3

Specialties
Fabrication (WD/WX)
Press
Backguards
Range Assembly

Skilled Trades

Maintenance
Toolroom
Boilerhouse
Any other trades recognized by the CAW

It is understood that the representation as set forth in this letter shall apply during the term of the Agreement dated April 23, 1998, although not forming a part thereof, and any changes thereto shall only be made as mutually agreed in writing.

LETTER A-4 Provisional Job Classifications

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming part thereof, the Union recognizes that it may be necessary for the Company to implement job classifications without benefit of job identifications and factor ratings. In such cases, the Company will establish a "provisional" job classification and notify the Union within three working days of its implementation, The Company will notify the Union if a final job classification cannot be issued within a period of three months from the date the Union was first notified of the "provisional" job classification.

It is understood and agreed that the grievance procedure cannot be exercised until the final job classification is issued. In the event that such job classification is ranked in a labour grade that is higher than that of the provisional job classification, the resulting difference in job rate will be paid retroactively for all

hours worked in such job classification to the date the provisional job classification became effective.

In the event a change in the work content has taken place since the date of implementation of the provisional classification, and such change results in the job classification being ranked in a higher labour grade, retroactively for such change will be paid for all hours worked in such job classification to the date of the change.

LETTER A-5 Leave of Absences for Union Business

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming part thereof, the Company is prepared to make arrangements whereby the lost time of leaves of absence pursuant to Section 16.03 shall be paid by the Company on the condition that the Union will reimburse the Company for payment in excess of that to be made by the Company under Section 18.06 not later than the tenth day of each month as heretofore. Therefore, for the purpose of these arrangements, Sections 16.03 and 18.03 will need to be administered in such a way so that a time card, as provided by the Company shall provide a record of the reason, including a reasonable explanation for the requested absence.

In addition to the reimbursement as set out above, the Union will pay the Company a sum of money equal to seventeen percent (17%) of the hours of lost time multiplied by the employee's gross hourly wage rate. The seventeen percent (17%) payment will in part offset Company participation and contributions plus Company administrative cost for the following items:

- (a) Extended Health Care Plan
- (b) Group Life Insurance
- (c) Accidental Death and Dismemberment
- (d) Canada Pension Plan
- (e) Workers Safety and Insurance Board
- (f) Employment Insurance
- (g) Personal Service
- (h) Drug Plan

Nothing in the above will relieve an employee from his/her own contributions for benefit coverage.

LETTER A-6 Summer Students

This will confirm the understanding between the parties for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, concerning students hired as summer help (from one (1) week prior to Victoria Day extending to one (1) week after Labour Day).

It is agreed that the Benefit and Pension Plans as defined under Appendix E and Article 5.20 and 5.21 shall not have application in respect of such employment.

It is further agreed that such students shall be covered for \$5000 Life Insurance during the period of employment.

It is further agreed that such students shall not acquire seniority as defined in the Collective Agreement during the period of employment. It is further agreed that such students will be paid a total rate of 80% of the start rate of Labour Grade 4.

It is further agreed that such students shall not be eligible for the payment of "floater" holidays.

It is further agreed that the number of such students will be limited to one for each ten regular employees or part thereof. This ratio shall only be exceeded with the mutual agreement of the parties.

The Company shall inform the Union of the hiring of such students prior to their start date.

LETTER A-7 Full time Unit Chairperson and Health and Safety Representative

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, the Company agrees that the Unit Chairperson shall be on a full-time basis and paid by the Company for the time spent by the Unit Chairperson in the plant. Such payment will be at straight time, at the job rate of the highest job classification in the Plant (i.e. Labour Grade 13) and up to a maximum of 8 hours per day and 40 hours per week.

When the Unit Chairperson ceases to hold office, s/he shall be returned, consistent with his/her seniority, to the job classification in which s/he was employed at the time of his/her election. If no such return is possible, seniority rights will be exercised in the normal manner as in a layoff.

In addition, the Company agrees that the Union may designate one full-time Health and Safety Representative who will be paid by the Company. Such payment will be at straight time, at the job rate of the Labour Grade of his/her former job classification, and up to a maximum of 8 hours per day and 40 hours per week. A similar process will also be followed upon the completion of the representative's term in this role.

Should there be a need from time to time for other members of the bargaining unit to participate on a full-time but temporary basis in health and safety matters, such as training, special projects, etc., they will be paid on a similar basis by the Company. The requirement for such temporary assignments will be determined by mutual agreement between the parties.

In addition, the Company agrees that the Union may designate one full-time Benefits and Modified Work Representative who will be paid by the Company at

the regular rate of the job they held prior to assuming this position. The Benefits/Modified Work Representative will participate in the administration of the Joint Modified Work Program, and will meet with employees as required to discuss issues with respect to Benefits. The Benefits/Modified Work Representative will execute these duties on the basis of 40 hours per week.

Any overtime that is worked by employees in the above positions, and paid by the Company, will be at the request of the Company.

LETTER A-8 Occupational Incident Review

This is to confirm the commitment between the parties regarding occupational injuries reported to the medical department. The Occupational Health Nurse and a representative designated by the union, will meet on a monthly basis to review those reported occupational incidences which occurred in the previous month. The foregoing is hereby confirmed on behalf of the CAW-Canada and its Local 504

LETTER A9 Violence Against Women

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of the each individual, and the circumstances surrounding the incident otherwise supportive of discipline.

This statement's intent is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

LETTER A10 Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence, abuse at home, or workplace harassment. They may also need to find out about specialized resources in the community such as the Company's Employee Assistance Program (EAP), other counsellors, or women's shelters to assist them in dealing with these and other issues.

For these reasons, the parties agree to establish the role of a Women's Advocate in the Hamilton Plant which will be filled by a CAW female member of the Joint Diversity Committee. In addition to her normal work duties, the Women's Advocate will meet with female employees as required, to discuss problems with them and refer them to the appropriate external agency or resource when necessary. The Women's Advocate will not leave her normal work duties without notifying her supervisor and ensuring appropriate job coverage.

The Company agrees to establish a confidential telephone line that female employees can use to contact her. As well, the Company will provide access to

a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate. The Joint Diversity Committee will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate.

The Women's Advocate will participate in an annual two-day training program. The Company will be responsible for lost wages and the Union will be responsible for all other expenses.

LETTER A11 Workplace Harassment Policy

The parties agree that the following language becomes the new Joint Workplace Harassment Policy.

CAMCO/CAW LOCAL 504 JOINT WORKPLACE HARSSMENT POLICY

PURPOSE

The Company and the Union agree that the purpose of this policy is to ensure all employees of their right to be treated with dignity and respect, and to work in an environment free from any form of discrimination or harassment. There is no intention to replace or change rights established under the Collective Agreement. This Policy is not part of the Collective Agreement.

POLICY

It is Camco's policy to create a work environment that is free of discrimination and harassment. Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Such an environment does not tolerate an atmosphere where an employee is subjected to offensive remarks, behavior or surroundings that create intimidating, hostile or humiliating working conditions. All employees are entitled to work in an environment where they are treated fairly and with respect. Actions contravening this policy may be grounds for discipline. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

WORKPLACE DISCRIMINATION/HARSSMENT DEFINITION

The workplace is defined as any Company facility and includes areas such as offices, shop floor, rest rooms, cafeterias, lockers, conference rooms and parking lots.

- a) Discrimination or harassment is any offensive remark, behaviour or surroundings that create intimidating, hostile or humiliating working conditions and are:

- i) based on ancestry, place of origin, ethnic origin, colour, citizenship, gender, sexual orientation, age, creed, marital status, family status, handicap and other prohibited grounds; and/or
 - ii) offensive to any employee and is known, or should reasonably be known to be unwelcome.
- b) Discriminating or harassing behavior may include verbal, visual, or physical behaviors, but is not limited to:
 - i) demands or threats, gestures, innuendo, remarks, jokes or slurs, displays of offensive materials, assault or taunting about a person's body, attire, customs speech pattern, or mannerisms which are related to any of the above grounds;
 - ii) it can also include inappropriate or unwelcome focus or comments on a person's physical characteristics or appearance.
- c) Harassment may include backlash or retaliation against an individual for lodging a complaint or participating in a harassment investigation.

SEXUAL HARASSMENT DEFINITION

- a) Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that:
 - i) is likely to cause intimidation, hostility, or offense to a person;
 - ii) may, on reasonable grounds, be perceived by a person as placing a condition of a sexual nature on employment decisions (e.g. opportunity for training, promotion, etc.) affecting that individual.
- b) Sexual harassment may include, but is not limited to:
 - i) touching, patting or brushing against a person, photos or other sexually-oriented materials, jokes, sexually demeaning remarks or suggestions; overly familiar terms or remarks, gestures or teasing; leering at a person's body; compromising invitations, physical assault.

HARASSMENT IS NOT

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assignment of discipline or any conduct that does not undermine the dignity of the individual.. Neither is this policy meant to inhibit free speech or interfere with normal social relations. The pursuit of frivolous allegations through the Harassment Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged by all parties.

RESPONSIBILITY

The parties to this agreement and all employees are responsible for contributing to an environment that is free of discrimination and harassment. To assist in the endeavor, the Company and the Union will exchange educational material and will engage in joint training programs.

COMPLAINT PROCEDURE

If an employee believes that he/she has been harassed, that employee should:

- tell the alleged harasser(s) to stop,
- inform the individual that is doing the harassing or is discriminating that the behaviour is unwanted and unwelcome,
- document the event(s), complete with times, dates, location, witnesses and details for each event,
- report the incident to a Supervisor/HR/Committeeperson/Diversity Committee representative/Women's Advocate

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or may fear reprisals, lack of support from their work group, or disbelief by their supervisors or others. In this event, the victim may seek assistance by reporting the incident directly to HR/Union representative/Diversity Committee representative/Women's Advocate.

INVESTIGATION BY THE PARTIES

In minor cases, the person receiving the complaint may try to resolve a harassment complaint informally without a full investigation when so requested by the complainant. However, the following procedure will apply to all complaints requiring investigation.

The parties agree that in the event of a formal complaint of harassment, it will be investigated thoroughly by both parties: Union and Company representatives as referred to in the complaint procedure in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint and/or mediation request. The intent of the Parties is to follow the attached flowchart.

TRANSFER OF EMPLOYEE

Where harassment is proven and it results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

OTHER THIRD PARTY REMEDIES

All employees have the right to file a complaint with the Ontario Human Rights Commission and to seek redress under the Human Rights Code.

RESOLUTION

Unresolved complaints filed under the Joint Workplace Harassment Policy may be referred to the Grievance Commissioner (Article 20.09) after fully complying with the resolution policy contained in the Policy. It is agreed that a maximum of six (6) complaints during the life of the Collective Agreement can be referred by either party to the Grievance Commissioner without the agreement of both parties. It is noted that such complaints are not grievable or arbitrable under Collective Agreement.

LETTER A12 Diversity Committee

This will confirm the understanding between the parties that upon ratification of the 1998 Collective Agreement, a joint Diversity Committee will be formed. It will be made up of 3 members from the Union and 3 members from Management. The Joint Diversity Committee will meet 6 times per year to discuss information gathering, barrier identification, the development of goals & timetables, and other elements of the plan.

LETTER- A13 Health and Safety Training

The Company and the CAW are committed to providing a safe and healthy workplace for all employees.

As such, the parties agree to provide thirty (30) employees with 30 hours of the Level 1 - Workers Health & Safety Certificate Course. The 30 employees will be identified by the CAW.

LETTER A14 Committee on New Technology

This will confirm the agreement of the Parties that upon ratification, the Parties will establish a Joint Committee on New Technology, made up of three members from the Company and three members from the Union. The purpose of this Committee is to deal with the question of new technology in the Hamilton Plant, and the introduction of new techniques through automated equipment.

It shall be the responsibility of the Committee to investigate and examine all aspects concerned by the introduction of such equipment and its impact on the affected employees, and to make recommendations to the Company. The Committee will determine an appropriate meeting schedule.

LETTER A15 Health and Safety Work Refusals and Reprisals

If the Ontario government removes the current reprisal language (Part VI Reprisals by Employer Prohibited) from the Ontario Occupational Health and Safety Act during the currency of this Collective Agreement, the Parties agree to add it to the Collective Agreement as follows:

5.14 "It is understood that an employee exercising their rights to refuse shall not be subject to any form of reprisal".

LETTER A16 Benefits Provider

The Company agrees to meet at least once with the CAW and its designated Insurance carrier during the life of this Collective Agreement, to hear their proposal on administration of our Benefits Plans.

The Parties will not discuss STD/LTD or life insurance benefits at this meeting. The Parties will not discuss changes to the Benefit Plans as described in the Benefit Plan documents at this meeting. This letter of understanding will be automatically deleted April 22, 2001.

LETTER A17 Overtime Form

This will confirm that upon ratification of the April 23, 1998 Collective Agreement, the parties agree to jointly develop an overtime form which will be implemented across all Departments in Hamilton.

LETTER A18 LTD Review Committee

The parties agree that the following dispute resolution vehicle will apply regarding the Long Term Disability (LTD) Plan. An LTD Review Committee will be formed and will be comprised of:

- Vice President, Human Resources
- Manager, Human Resources
- Plant HR representatives (as appropriate)
- Company Medical Doctor
- Insurance Carrier Representative
- CAW National Representative
- Plant CAW Representatives (as appropriate)

The Committee will meet as required to review any issues related to the administration of the LTD Plan in general, and deal specifically with any case in which an employee has applied for LTD, the claim has not been approved, and the decision challenged. In reviewing such cases, the objective of the Committee will be to:

- Ensure that all members understand the relevant facts related to the disability and original adjudication of the claim;
- Explore the feasibility of modified work

- Explore the feasibility of rehabilitative approaches/programs
- Make every reasonable effort to develop a plan that is responsible to the employee's circumstances and at the same time retains the integrity of the LTD Plan terms and conditions.

Yours very truly,

Anna Cvecich
Human Resource Manager

The foregoing is hereby confirmed on behalf of the CAW-Canada and its Local 504.

For the CAW-Canada

For its local 504

SECTION B LETTERS FROM THE COMPANY TO THE UNION

April 23, 1998

National Automobile, Aerospace, Transportation and General Workers Union of
Canada (CAW-Canada), Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H3

Attention: Mr. R. Cyrenne

Dear Sir:

LETTER B1 Transfer of Employee

This will confirm that for the duration of the Collective Agreement, dated April 23, 1998, although not forming a part thereof, in the event an employee who is a member of the bargaining unit under the Agreement is transferred for the performance of work on a regular and continuing basis to premises in the City of Hamilton operated by the Company other than at the Longwood Road Plant, the Company undertakes to advise the Union in writing at the time of such transfer.

LETTER B-2 Change of Address Card and Layoff

This will confirm that for the duration of the Collective Agreement, dated April 23, 1998, although not forming a part thereof, the Company will give each employee going on indefinite layoff a duplicate change of address form which will be completed at the time of layoff.

LETTER B-3 Overtime Rates

This will confirm that for the duration of the Collective Agreement, dated April 23, 1998, although not forming a part thereof, where an employee's regular work week of 40 hours includes 8 hours of work on Saturday and Sunday, s/he shall be paid the same amount of cost of living allowance, applicable to the straight time hours of the other days in his regular work week, to a maximum of eight hours on Saturday and Sunday and 40 straight time hours on the week.

LETTER B-4 Recall Forms

Please find attached copies of the notice of layoff and notice of recall forms which will be used by the Company,

TELEGRAM

Contact us on your recall to work. Failure to do so in 3 working days will disqualify you from recall and will cause your loss of seniority. Employee Relations (416) 521-3335.

LETTER B-5 Red Circle Rate Maintenance

This will confirm that for the duration of the Collective Agreement, dated April 23, 1998, although not forming a part thereof, that with respect to the provisions made for "Red Circle" rates, employees will not be transferred merely for the specific purpose of reducing or eliminating such Red Circle rates.

LETTER B-6 Long Term Disability Benefit Plan

For the duration of the Agreement on Long Term Disability Benefit Plan effective April 23, 1998, although not forming part thereof, it is the Company's Practice that no disability benefits under this Plan will be paid for disabilities resulting from an employee engaging in a criminal act or while the employee is confined to a penal institution.

LETTER B-7 Half Shift Specified Holidays

This letter will confirm that for the duration of the Collective Agreement, dated April 23, 1998, those employees who, because of a vacation shutdown, are unable to fulfill the qualifications set out in Section 7.03(b) for payment for the last half shift immediately prior to each of Christmas Day and New Year's Day by working the assigned half of those shifts, will continue to be considered by the Company as being qualified for payment for the specified half-shift holiday, provided such employees fulfill all the other qualifying conditions contained in Article 7.

LETTER B-8 Retired Employees Benefits

The following is a copy of the Extended Medical Care Plan for employees retiring on pension.

COMPANY EXTENDED HEALTH CARE PLAN

The Company's Extended Medical Care Plan provides comprehensive medical coverage for expenses which are not provided under the Provincial Medicare Plan. The plan pays 100% of the cost of Semi-private/room and board accommodation and 85% of the cost of most reasonable health care expenses which are excluded from the Provincial Health Care Plan, after an individual deductible of \$10.00 per calendar year or a combined family deductible of \$20.00 per calendar year. The change to 85% co-insurance is effective January 1, 1993.

(Covered Expenses -- 100%-- No Deductible)

Whenever you or an insured dependent enters the hospital and are charged for room and board, medical benefits pay the full difference – of Semi-Private room and board accommodation or when medically necessary and prescribed by your physician Private room and board accommodation. (100% Company Paid)

- * Glasses/contacts -- \$60.00 per person once every two years.
- * Semi-private room and board accommodation if confined to a sanitarium or convalescent nursing home.
· (Covered Expenses -- 85% -- Deductible)
- * Nursing Care & Physiotherapy
Prescribed physiotherapy and if medically required private duty nursing home care which requires the service of a Registered Graduate Nurse (not a nursing assistant). Prior to nursing care being approved a medical certificate must be provided by the attending physician indicating the required service. For nursing care and physiotherapy the registered graduate nurse or physiotherapist must not be a member of your own family or resides in your home.
- * Medical Services and Supplies
Rental or purchase of Braces, Crutches, Wheelchair, Hospital-bed, Elastic Stockings, Iron Lung, Ankle Supports, Orthopedic Shoes, Colostomy Appliances and Accessories, or other durable equipment for therapeutic use approved by the Insurance Company.
- * Purchase of Artificial Limbs, Eyes, and other approved prosthetic devices.
- * Blood Glucose Monitoring Machine & Testing Devices.
- * Charges for Oxygen and Blood including administration thereof.
- * Charges for diagnostic laboratory services and radiological treatments, including x-rays and radium therapy.
- * Hearing aids and repairs up to \$350.00 per person once every two years.
- * Out-Patient Hospital Services
Charges for Hospital services and supplies while not confined in a hospital.
- * Ambulance
Necessary ambulance services, including air ambulance if not already covered under your Provincial Plan.
- * Acupuncturists
Charges for the services of a qualified acupuncturist subject to a maximum of \$500.00 in a calendar year for each insured person, only after the yearly maximum Provincial Insurance portion has been exhausted.
- * Accidental Dental
Treatment required as the result of accidental injury to natural teeth. Expenses must be incurred within one year of the accident.
- * Speech Therapy

Charges for the services of a qualified speech therapist subject to a maximum of \$500.00 in a calendar year for each insured person, only after the yearly maximum Provincial Insurance portion has been exhausted.

- * Psychology
Charges for the services of a registered psychologist subject to a maximum of \$500.00 for each insured person in any calendar year, only after the yearly maximum Provincial Insurance portion has been exhausted.
- * Chiropractors, Osteopaths, Naturopaths, Podiatrists, Psychotherapist, and Masseurs
Services of the above licensed specialists up to the reasonable and customary charges per visit but not to exceed 30 visits per calendar year, only after the yearly maximum Provincial Insurance portion has been exhausted.
- * Out of Province/Country Treatments
Physician services and medical expenses required while outside your Province or Country of residence in excess of the charges reimbursed by the Provincial Hospital Medical Plan, where permitted by Provincial legislation. Reimbursement will be in accordance with the representative fees in the area in which the service is provided.

DENTAL EXPENSES

The Extended Health Care Plan will also provide coverage for certain surgical dental care expenses. The Plan will reimburse you for 100% of the Company's approved Fee Schedule which is the "Previous Year" Dental Fee Guide.

The Plan will provide coverage for ONLY the following dental care procedures:

- * Pulp Capping 31000-31200
- * Pulpotomy 32000-32212
- * Root Canal Therapy 33000-33514
- * Periapical Services 34000-34402
- * Endodontic Procedures 39100-39110;
39200-39230;
39500-39600;
39900-39985
- * Extractions 71000-71111
- * Surgical Removals 72100-72450;
73300-73424
- * Surgical Excision 74000-74427
- * Surgical Incision 75010-75020;
75100-75560
- * Treatment of Fractures 76000-76989;
77000-77870;
78000-78610
- * Other Oral Surgery 79000-79616

Dental expenses will NOT be paid for:

- * Diagnostic treatments i.e.: examinations, consultation, X-Rays
- * Preventative treatments i.e.: scaling, polishing, fluoride treatments, etc.
- * Restoratives: Filling, crowns, etc.
- * Dental Repairs and adjustments
- * General Anesthesia
- * Prosthodontic Services--dentures, bridgework, etc.
- * Orthodontic treatments
- * Any procedures which are not specified in the covered expenses
- * Expenses covered by any Government Plan or any other group insurance plan
- * Charges in excess of the specified provincial fee guide
- * Expenses incurred for cosmetic purposes
- * Expenses resulting from self-inflicted injuries, war, riot or insurrection.

EXPENSES NOT COVERED BY THE COMPANY EXTENDED HEALTH CARE PLAN

- * Expenses incurred over and above those payable by a Government Plan or any other medical expense Plan, except as specified and approved in the plan.
- * Expense that are not recommended and approved by the attending physician or expenses that are unreasonable.
- * Routine health check-ups.
- * Expenses related to dentistry or cosmetic surgery, except as required to repair damage caused by an accident.
- * Expenses disallowed by Provincial Legislation.
- * Expenses connected with any sickness or injury that is caused by war, riot, or armed conflict or self inflicted injury.

DRUG CARE PLAN

Your Company Drug Plan provides coverage for expenses which are incurred by you and your eligible family members, for generic drugs which require a prescription by law.

The Plan will pay:

100% of All Eligible Expenses

...including all drugs, serums, injections, insulin and diabetic supplies that are only available on prescription and prescribed by a qualified medical doctor. Unless specified otherwise by a qualified medical doctor, generic drugs must be used to fill a prescription when available. Brand name drugs are only covered under this Plan when the physician stipulates on the prescription form "no substitution".

You must pay a deductible:
The First \$3.00

...for each prescription drug purchased. The Plan will then pay the balance of the cost on your behalf. The increase in the deductible to \$3.00 is effective October 1, 1992.

THE COMPANY EXTENDED HEALTH CARE / DRUG CARE PLAN ALSO COVERS:

- * Your Spouse
- * Your unmarried children under 23 years of age who are not working and for whom you are entitled to an income tax exemption.
- * Your unmarried children who are over 23 years of age and who are full time students at a University or a similar institution of learning approved by the Company, or any children who are incapable of self-sustaining employment by reason of mental retardation or physical handicap who are chiefly dependent upon you for support and maintenance.

NOTE: Your company Extended Health Care/Drug Care Plan coverage will continue for your spouse and dependents after your death, as long as the Company Pension is payable to your surviving spouse. If the Company Pension is not payable to your spouse, coverage will continue for a period of one year following the date of your death.

LETTER B-9 Union Dues T-4

This will confirm that for the duration of the Collective Agreement, dated April 23, 1998, although not forming Part thereof, the Company will indicate on each employee "Statement of Remuneration Paid" (T-4) the amount deducted from pay equivalent to Union dues.

LETTER B-10 Notification to Committeepersons - Discipline

This will confirm that for the duration of the Collective Agreement, dated April 23, 1998, although not forming a part thereof, it is the intention of the Company to advise the Zone Committeeperson of a discussion involving a breach of Company rules which results in a written warning, suspension or discharge.

LETTER B-11 Unit Chairperson and Comitteeperson – Day Shift

This will confirm that during the duration of the Collective Agreement, dated April 23, 1998, although not forming a part thereof, the Company will maintain the Zone Committeepersons and Unit Chairperson of the Local on a straight day shift.

The Company understands and recognizes the need for such an arrangement, however, in the event circumstances and/or business needs prevent a straight day shift, then the matter will be discussed with the Local Executive and a mutually agreeable solution will be implemented.

LETTER B-12 Transfer of Work within Hamilton - Wentworth

This will confirm the undertaking of the Company that should an operation or part of an operation from the Longwood Road Plant be moved to a new Company location within the boundaries of the Regional Municipality of Hamilton - Wentworth, as constituted on April 23, 1985, the Collective Agreement shall be extended to cover the moved operations in the new location unless prohibited by the Ontario Labour Relations Board.

LETTER B-13 Transfer of Work

This is to confirm the agreement between the parties dealing with Transfer of Work.

Transfer of Work is defined as the discontinuance of ongoing production work at the Hamilton Plant coupled with the assignment of the same work to a different Company location, if such assignment of work would directly cause a decrease in the number of bargaining unit employees performing such work at the Hamilton Plant.

Employees with sixty (60) worked days or more of service credits whose work is so transferred will be given three (3) months notice that their job is to be discontinued.

An employee whose job is directly eliminated by the transfer of work (as defined above) and who as a consequence is transferred under any of the provisions of Article 13 shall be paid on any job to which transferred in the plant at a rate not less than the regular hourly day work rate of the job eliminated for up to thirty-nine (39) weeks immediately following the transfer.

LETTER B-14 Move of the Manufacture of a Product Line

In the event that the manufacture of a product line is moved to another Company plant or to another employer, employees with sixty (60) worked days or more of service credits, whose work is so transferred will be given three (3) months notice that their job is to be discontinued.

An employee whose job is directly eliminated by the transfer of a product line and who as a consequence is transferred under any of the provisions of Article 13 shall be paid on any job to which transferred in the plant at a rate not less than the regular hourly day work rate of the job eliminated for up to thirty-nine (39) weeks immediately following the transfer.

In cases of such a move, preferential consideration will be given to the request of any such employee who would be laid off due to lack of work as a result of the move, and who asks to be employed at the new Company location to which

his/her work has been transferred, on work for which s/he can qualify within a period of six (6) weeks. In giving such preferential consideration, the Company will take into account the relative seniority of such employees.

The above will apply notwithstanding any provisions to the contrary in any mutual document between the parties dealing with plant closing.

LETTER B-15 Jury Duty Article 25

There has been some confusion on how the jury duty benefit in our Collective Agreement is administered. For clarification, if an employee is involved in a situation covered under Article 25 and is kept at the court past 12 noon, s/he will not be required to report to work that day for his/her regularly scheduled shift (ie. days, afternoons, or nights).

A third shift employee must advise the Company in advance as to which shift s/he intends to apply the jury duty benefit. This policy will be immediately communicated to our supervisors.

LETTER B-16 Definition of an open job for Article 13.07

For the purposes of layoffs and/or transfer under Article 13.07, open job will be defined as in Article 14.01 B).

"Open jobs are defined as job codes to which employees do not have a recall right under the terms of the Collective Agreement.

LETTER B-17 Skilled Trades Sub Contracting

The Unit Chairperson or Committeeperson will be informed before skilled trades work is performed by an outside contractor.

LETTER B-18 Payment for Union Business

In addition to the existing provisions of Article 18 of this Collective Agreement, the Company will pay for an additional 8 hours per week of union business. This additional payment will be applied by reducing the monthly amount charged back to the Union by the amount specified above.

LETTER B-19 Company contributions to CAW Special Fund

Effective following ratification, the Company agrees to pay into a special fund a quarterly amount of \$2,500 during the currency of the 1998-2001 Agreement (a total of 12 payments) for the purpose of providing paid education leave for upgrading Local 504 employee's skills in all aspects of Trade Union functions. Such payments, to be made commencing May 1998, will be paid into a trust fund established by the National Union CAW, and sent by the Company to the CAW

Family Education Centre, R.R. #2, CAW Road #25, Port Elgin, Ontario, N0H 2C5.

It is understood and agreed that the Company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the Company who attend sessions of the Union's labour education program.

The Union will provide the Company with an annual statement certifying that expenditures from the trust were made in accordance with the foregoing.

LETTER B20 Same Sex Bereavement Article 26

This will confirm that in the application of Article 26, Bereavement Pay, the term "spouse" will be deemed to be inclusive of same gender spouse. In this context, "spouse" means one person, who is not eligible under the Benefit Plans as a covered person, and is a person who has lived with the employee in a conjugal relationship for at least 12 months.

LETTER B21 Dental Codes

This will confirm the understanding between the parties that the implementation of changes to the Camco dental plan coding created by applying the Ontario Dental Association coding shall not result in any change to the current dental coverage provided by Camco. Furthermore should an issue arise from any changes to the dental plan coding, it is understood that any procedure currently covered by the Dental Plan will continue to be covered.

LETTER B22 Direct Deposit

The parties agree to form a joint committee to implement direct bank deposit for pay cheques for all represented employees. The Committee will be formed after contract ratification and its objectives will be to communicate and implement a direct deposit pay system by December 21, 1998. Implementation will be subject to a referendum of employees which results in a 50% + 1 vote in favor.

Yours truly,

Anna Cvecich,
Human Resource Manager

Section C Letters from the Union to the Company

April 23, 1998

Ms. Anna Cvecich
Human Resource Manager
Camco Inc, 175 Longwood Road South
Hamilton, Ontario L8N 3Y5

Dear Ms. Cvecich:

LETTER C1 Disputed Jobs and Arbitration

With reference to grievance filed under Article 9:07 of the Collective Agreement and processed to arbitration by the Union, the Union undertakes the following:

- (1) When the disputed job and up to three (3) related jobs have been viewed by the Union Committee, the Union will notify the Company of the factor or factors alleged to be improperly rated and the degree level claimed for such factor or factors at the time the grievance is posted for arbitration.
- (2) At least sixty (60) calendar days prior to the date set for the arbitration hearing, where the disputed job and up to three (3) related jobs have not been viewed by the Union Committee, the Union will notify the Company of the factor or factors alleged to be improperly rated and the degree level claimed for such factor or factors.
- (3) If the date set for the arbitration hearing is within sixty (60) calendar days, thereby preventing the Union From notifying the Company as referred to in 2 above of the factor or factors alleged to be improperly rated and the degree level claimed For such factor or factors, the Union will notify the Company within three (3) working days of such date being set.

LETTER C2 Union Information to Company upon Job Evaluation Grievances

Section 13.13 (a) (i) of the Collective Agreement provides that certain information with regard to a grievance shall be supplied by the Union to the Company not later than three weeks before the date such grievance is to be heard at Arbitration.

It is recognized by the Parties to the Agreement that in some circumstances the Union may not have three clear weeks' notice of such grievance being heard in Arbitration,

It is therefore agreed by the Parties that in such circumstances, the Union shall supply such information with regard to the grievance as referred to above within three working days of the date it has notice of the hearing of the Arbitration.

Yours truly,

For Local 504

For CAW-Canada,

The foregoing is hereby confirmed on behalf of Camco Inc,

SECTION D SKILLED TRADES SUPPLEMENT

April 23, 1998

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

Dear Mr. Cyrenne;

LETTER D1 - Apprenticeship Agreement

APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 504.

PURPOSE

The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.

DEFINITIONS

1. The term "Company" shall mean Camco Inc.
2. The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation, and General Workers Union of Canada (CAW-Canada) and its Local 504.
3. "Registration Agency" on labour standards shall mean the Industrial Training Branch, Department of Labour.
4. "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.
5. "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she had been assigned under these standards and who is covered by a written agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agency.

6. "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
7. "Supervisor of Apprentices" shall mean the person assigned the responsibility by the Company to perform the duties outlined in these Standards of Apprenticeship.
8. "Standards of Apprenticeship" shall mean his entire document, including these definitions.

APPLICATIONS

Applications for apprenticeships will be received by the Human Resources Department of the Company. These applications may be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.

APPRENTICESHIP ELIGIBILITY REQUIREMENTS

In order to be eligible for apprenticeship under these standards, prospective applicants must satisfy the qualifications determined by the Company. It will be the intention of the Company to place the most capable individuals on the apprenticeship programs. To that end, factors such as skill, experience and aptitude will be significant, in addition to a consideration of length of service with the Company. All applicants must have a Grade 12 diploma or its equivalent. Exceptions to this requirement may be made by the Company. Prior to consideration being given to external candidates, the Company will post apprentice jobs as per the Collective Agreement, and will consider these applicants providing they meet the minimum requirements as determined by the Company.

TRANSFER

Employees on the Apprenticeship Program will not have the right to transfer to other jobs through the application of Article 14 of the Collective Agreement.

CREDIT FOR PREVIOUS EXPERIENCE

Credit for prior experience in the applicable trade may be given to apprentices. Such credit will be determined by the Registration Agency.

PROBATIONARY PERIOD

The first five hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement with an apprentice may only be canceled by the Company after advising the Committee. The Registration Agency shall be advised of such cancellations.

HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeyman employed by the Company. In the case of an apprentice is required to work overtime, he/she shall receive

credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeypersons established by these standards is maintained.

RATIO

The ratio of apprentice to journeyperson shall not exceed one apprentice to each three (3) journeypersons in the trade in which he/she is apprenticed (e.g. one (1) toolmaker apprentice to three (3) toolmakers). If layoffs become necessary, apprentices shall be laid off to maintain the same ratio.

DISCIPLINE

The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

1. inability to learn;
2. unreliability;
3. unsatisfactory work;
4. lack of interest in his/her work or education;
5. improper conduct;
6. failure to attend classroom instruction regularly.

Where an apprentice is removed from the Apprenticeship Program because of his/her inability to apply his/her knowledge to the job and not because of lack of application on his/her part, he/she will be subject to the provisions of Article 13 of the Collective Agreement. Prior to any such removal, the apprentice will have the opportunity to discuss his/her performance with the Company, the Committee and/or the Union Steward.

WAGES

The Apprentice rates of pay are contained in Article 11 of the Collective Agreement and will apply to all apprentices.

Where classroom instruction takes place during the apprentice's normal working hours, the apprentice will receive his/her current rate of pay for such hours less any government training allowance to which the apprentice is eligible. Total combined pay is not intended to be greater than the Apprentice's normal rate of pay. Application for any such training allowance will be made by the apprentice with the assistance of the Company. Apprentices shall not be paid for attendance at night school or school outside regular scheduled work hours.

Hours spent in classroom instruction shall not be considered in hours of work in computing overtime.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When the apprentice has completed the required amount of hours of training, and after recommendation for his/her Journeyperson's Certificate, he/she is to receive not less than the start rate for a skilled journeyman in the trade in which he/she has served his apprenticeship provided an opening exists and he/she is selected for employment as a Journeyman.

ACADEMIC TRAINING

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. Additions to the schedules of work processes and related instructions may be made by the Committee, subject to the final approval by the Company. The Committee shall notify the Registration Agency of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

A reimbursement of the tuition fee will be made to the apprentice provided he/she attends at least seventy-five (75%) of the classes during the season and receives a passing grade. The student apprentice is required to furnish each month proof of his/her attendance at the school. If necessary, the Company will consider covering additional costs.

JOINT APPRENTICESHIP COMMITTEE

A Joint Apprenticeship Committee will be established, composed of four (4) members, two (2) representing the Company and two (2) journeymen representing the Union.

The Chairperson shall be the Supervisor of Apprentices. The Committee shall meet as required. It shall be the responsibility of the Committee to:

1. See that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
2. Screen applicants for apprenticeship subject to final approval by the Human Resources Department of the Company.
3. Hear and decide on questions involving apprentices which relate to their apprenticeship.
4. Recommend whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
5. Offer constructive suggestions for the improvement of training on the job.
6. Certify the names of graduate apprentices to the Registration Agency and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein.
7. To review the Supervisor's monthly report on each apprentice.

8. In general, to be responsible for the successful operation of the apprenticeship standards in the Plant and the successful completion of the apprenticeship by the apprentices under these standards.

APPRENTICESHIP AGREEMENT

The "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice which Agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agency. The following shall receive copies of the apprenticeship agreement:

1. The Apprentice
2. The Company
3. The Committee
4. The Registration Agencies
5. The Local Union

CERTIFICATE OF COMPLETION OF APPRENTICESHIP

No certificates will be issued by the Ministry of Labour unless recommended by the Committee.

LETTER D2 Dues Deduction

This will confirm that the Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council, during the life of the Collective Agreement.

The first deduction to be made from employees will be made upon ratification of the Collective Agreement, from those employees who have completed their probationary period at that time. In future, deductions will be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year. The Union will provide the Company with the amount of the dues and the names of the employees from whom the dues are to be deducted at least fourteen (14) calendar days before the date of deduction.

LETTER D3 Seniority

This will confirm the agreement between the Parties regarding Seniority for the Skilled Trades employees. Effective April 23, 1998, the following will apply:

1. Employees who are in Skilled Trades as of February 20, 1998, shall retain their seniority established at February 20, 1998 and will continue to accrue seniority thereafter.
2. New Trade Journeypersons and Apprentices from outside the trades (i.e. other bargaining unit jobs), subsequent to February 20, 1998, shall have seniority in the trades based on time spent within the trades as a Journeyperson or Apprentice.

The above does not exclude the use of total bargaining unit seniority in a bump to a job classification outside the Skilled Trades group.

It is further agreed that while designated as apprentices, employees will not be subject to being displaced by other employees. Apprentices will not be laid off unless retention of an apprentice would result in the ratio of qualified employees to apprentices in the trade in question becoming less than 3 to 1, through the layoff of qualified employees.

Employee(s) hired directly into the Apprenticeship Program as new hire(s) will not be able to displace employees outside of the Apprenticeship Program. Such employees will be allowed to replace probationary employees, and based on qualifications, will be considered for any available open job. In such case, the job posting procedure outlined in Article 14 will not apply.

All apprentices will be recalled in accordance with the provisions of Article 13.07.

LETTER D4 Definition of Skilled Trade

This will confirm the understanding of the Parties regarding the qualifications required to be considered for a position within the Skilled Trades at Camco.

A journeyman in any of the designated Skilled Trades shall mean any person who:

- i) has served a bona fide apprenticeship for four (4) years (8000/9200 hours) and possesses proof of such apprenticeship service, or
- ii) has eight (8) years practical and general experience covering all phases laid down in the Apprenticeship Course applicable to the trade in which he/she claims journeyman status and possesses ample proof of such experience.

In addition, entry into the Skilled Trades shall be reviewed by the Committee:

- i) who qualify as journeymen under the provisions set forth in the immediately preceding paragraphs, or;
- ii) who qualify for journeyman status through any apprenticeship program which may be negotiated by the parties, or;
- iii) who provide documents at date of hire proving their claim to journeyman status both to the Company and the Union Skilled Trades Committee person, or
- iv) who provide documents within fifteen (15) working days of being promoted from any classification.

LETTER D5 Change of Labour Grade

This will confirm the agreement between the parties, that upon ratification of the Collective Agreement, the wage rates applied to Labour Grade 14 will be applied to Labour Grade 13, thus eliminating Labour Grade 14 permanently from the hourly wage structure.

It is further agreed, that the following Skilled Trades Classifications currently paid a Labour Grade 13, will be paid the new Labour Grade 13.

- TA-28-13-1 2nd Class Stationery Engineer
- TA-13-03-1 Steamfitter/Pipefitter
- TA-11-03-1 Millwright
- FA-38-09-1 Senior Model Maker

It is further agreed, that the following Skilled Trades Classifications, currently paid a Labour Grade 12, will be paid the new Labour Grade 13:

- TA-21-03-1 Maintenance Mobile Equipment

The following Skilled Trades Classifications, currently paid a Labour Grade 14, will be paid the new Labour Grade 13:

- JA-03-01-1 Tool & Die Makes
- TA-06-03-1 Electrician Power Installation

It is further agreed that the JA-04-01-1 Classification, Coordinator Tool and Die Make will be paid in accordance with Article 9 of the Collective Agreement.

It is further agreed that all job evaluations factor ratings for the above job codes will be eliminated and these positions will not be evaluated under the job evaluation plan.

It is further agreed that the following codes will be deleted effective April 23, 1998:

- TA-30-03-1
- TA-29-03-1

Yours truly,

Anna Cvecich,
Manager, Human Resources

The foregoing is hereby confirmed by the CAW-Canada and its Local 504.

For the CAW-Canada

For its Local 504

SECTION E LETTERS BETWEEN THE COMPANY AND THE UNION - COMPETITIVENESS

April 23, 1998

National Automobile, Aerospace, Transportation and General Workers Union of
Canada (CAW-Canada), Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H3

Attention: Mr. R. Cyrenne

Dear Sir:

LETTER E1 Summer Shutdown

It is understood that given the seasonal demand for the products currently produced in the Hamilton Plant, it is not in the best interest of effective business operation to shutdown operations for vacation in the summer months.

To help address this significant business concern, the parties agree to the following:

- 1) The definition of a period for a scheduled production shutdown in 8.03 a)i) will be deemed to read "A minimum of one (1) week during the year, and/or..."
- 2) The following sentence will be deemed to have been added to 8.03 c): "The employee consideration outlined in this section does not apply to employees who have been recalled in that calendar year."

LETTER E2 Summer Students

The Company and the Union agree to modify Letter A-6 as follows:

The period defined for "students hired for summer help" will be extended to April 1 to October 31st, inclusive. The ratio of "students hired as summer help" will be amended to read: The "students hired as summer help" shall be improved to 33 1/3% of the regular workforce.

A statement that "All employees with seniority on layoff will be offered recall before students are hired" will be added to the letter. It is further understood that "Students hired as summer help" may be used to cover circumstances such as: peaks in selling season, vacation coverage, product transition periods.

It is further understood that to be eligible for "student employment" - a student must have graduated from Grade 12 with a diploma, must be returning to school and must provide acceptable verification of this to the Company, must be eligible to work in Canada and must be able to work shifts.

It is further agreed that such students will be paid a total rate of 80% of the start rate of Labour Grade 4.

LETTER E3 Temporary Job Vacancies

The parties agree that Article 14.03 a) will be deemed to read:

“All temporary job vacancies as in Section 14.02 that are expected to extend for a period in excess of fifteen (15) working days but less than two (2) months, will be handled in the following manner, commencing no later than the sixteenth (16th) working day of the vacancy...”.

The purpose of this change is to support employee vacation requests, and to facilitate the introduction of a work place training program and to enable all employees to participate in such training, while ensuring efficient manufacturing operations.

It is not the Company’s intent to utilize summer students under Article 14.03 in Labour Grade 6 or higher.

LETTER E4 Employee Movement

Notwithstanding the provisions of the Collective Agreement, attached are specific revisions for Article 13 which will be deemed to exist for displacements as of April 23, 1998.

It is further agreed that the language in Article 9.10 a) (Rate Retention), will be deemed to change from “39 weeks” to “52 weeks”.

It is not the Company’s intent to lay people off to the street out of order of seniority. That is, seniority will be the major factor governing layoffs to the street, subject to the retained employees being able to meet the normal requirements of the work.

EMPLOYEE MOVEMENT Article 13.07

13.07 Layoff or transfers due to lack of work will be governed by the following provisions:

- a) Seniority as defined in Sections 13.02.
- b) Seniority will be the major factor governing layoffs or transfers due to lack of work, in accordance with Section 13.07 (f) (i) thereof, subject to the retained employees being able to meet the normal requirements of the work.
- c) If a reduction of forces is necessary, the Company will inform the Union committee prior to any layoff notices being posted or given to employees. In the event that the reduction of forces involves thirty (30) or more employees, the Company will meet with the Union committee in advance. In addition, the Company will give seven (7) calendar days notice in writing to an employee of a layoff, the duration of which is expected to exceed ten (10) calendar days. In administering this notice of layoff provision, the objective of the Company will be to arrange for the implementation of such layoffs on Fridays.

In situations where such layoffs occur as a result of planned reductions in production levels, or the normal labour adjustments that occur and can be anticipated, the Company will arrange for the layoff notice(s) to expire the completion of a Friday shift, unless delayed through the implementation of the seniority provisions of Article 13.

It is further understood that under unusual and serious circumstances beyond the control of the Company, the above will not apply.

Such notice will indicate, whenever reasonably possible, whether the layoff is expected to be of short or indefinite duration. This provision will not, however, apply with respect to the following:

- i) Probationary employees;
- ii) Layoffs under Section 13.05 although the employees will be informed when the layoff takes place thereunder;
- iii) Layoffs resulting from lack of work owing to any slowdown, strike, or other work stoppage or interference with work by employees covered by this Agreement;
- iv) Layoffs resulting from such matters as fire, lightning, floods, tempest or power failure.

d) Employees who are laid off shall be recalled in order of their seniority, provided they are able to meet the normal requirements of the job. The Company will confirm an employee's recall by telegram sent to the employee's last address on record with the Company as furnished by the employee. An employee, upon being recalled, shall notify the Company within three (3) working days of receiving such telegram of his/her intention to return to work and shall return to work no later than ten (10) working days from the day such telegram is sent except in the case of verified illness.

- e)
 - i. An employee who has been transferred to another classification as a result of the provisions of this Article, shall be given an opportunity of returning to his/her original job in order of seniority, when the vacancy occurs.
 - ii. The provisions of i) will be limited to a period of three (3) years from the date of original transfer. An employee who declines the opportunity of return hereto, shall forfeit the right to return thereafter.
 - iii. Notwithstanding the provisions of 13.07 e), employees will not be deemed to have return rights to a classification for the purpose of open jobs created through the administration of Article 13.07 i).

- d) i) “The Company and the Union recognize that it is desirable to keep displacement of one employee by another (bumping) to a minimum. Therefore, when a reduction of forces or the transfer of employees due to a lack of work becomes necessary, the Company will first define which employees are to be surplus. Then, the Company will define which jobs are deemed to be “open”, including the issuing of layoff notices to junior employees as necessary. An “open” job in these circumstances is defined as a vacancy created by the layoff of a junior employee, the voluntary or involuntary transfer or removal of an employee, or the creation of an additional vacancy in a classification.”
- a) The original surplus employee will be transferred to the first job commencing from the bottom of the Plant-wide seniority list held by a less senior employee in the same labour grade, one labour grade higher or one labour grade lower (in this order) for which he/she is qualified. If there is no such job, the employee will be transferred according to the Steps defined below. Only the employee originally laid off through a reduction in forces will be eligible to utilize this step. For purpose of clarification, those employees subsequently bumped by the original surplus employee will move to an open job as determined by the Company.
- b) Once the original affected employees are transferred, subsequent affected employees will be transferred to open jobs according to seniority and consistent with their possessing the skill and ability to perform the job as verified by Company records.

NOTE

1 In administering the foregoing steps as they apply to any particular layoff listing where more than one employee is listed from a classification, an employee will not be placed in a lower labour grade than a less senior employee from the same classification, consistent with ability to meet the normal requirements of the work.

2 In the application of Section 13.12, the following procedure will be employed in the exercise of preferential seniority by department stewards with 5 or more years' seniority:

- | | |
|--|-----------------------------|
| i) First job commencing from the bottom of the departmental seniority list held by a less senior employee | - in same labour grade |
| ii) First job commencing from the bottom of the departmental seniority list held by a less senior employee | - in one labour grade lower |

If the employee is not so placed, the normal placement procedure outlined above in this Section 13.07 f) i) will then be followed beginning at Step 1.

- b) For the purpose of locating another job for which an employee may be eligible in the application of the requirements and procedure of Section 13.07 f(i) for jobs within the plant, an employee with the skill and ability to perform the job as verified pursuant to Section 13.07 f(i), shall be eligible for a training period of up to five (5) working days provided the Company has reasonable evidence in its records that such training period would enable the employee to meet the normal requirements of the work of such job within such five (5) day period. Employees with 15 or more years of seniority will be eligible for up to 10 working days of training under this provision.
- ii) In the event an employee is unable to perform the normal requirements of the work, i.e. fails the bump, as determined by the Company, the employee shall be eligible for the first job commencing from the bottom of the Plant wide seniority list held by a less senior employee that he/she can perform without training.”

LETTER E5 Quality Commitment

The Company and the Union agree that building a Quality product is one of the goals of Camco. All employees have personal responsibility for achieving world class quality in the work they perform. Achieving Six Sigma quality is critical to the future success of our business. Employees are required to participate in appropriate quality training.

Therefore, the Company and the Union agree to the following:

“The Company and the Union agree that it is the responsibility of every employee to produce a product in accordance with quality standards to meet customer expectations in order to ensure the ongoing viability of the Hamilton Production Operation. To this end, employees are responsible for actively supporting the implementation of new products and processes and the improvement of existing products and processes”

LETTER E6 Training Commitment

It is agreed by the Company and the Union that:

“A flexible workforce is essential to the longevity and security of the Hamilton Production Operations. Training benefits both individual employees and the Company. It is every employee’s responsibility to participate in workplace training.

It is further agreed that the Company may make certain training mandatory, and that some training may require successful participant evaluation for completion.

In consultation with the Union, the Company may provide some voluntary training on shared time. Voluntary training may qualify an employee for another job or lead to educational accreditation.”

LETTER E7 Continuous Operations

It is understood that periodically during the year it may be necessary to create a work schedule where an operation runs 24 hours per day, 7 days per week. It is anticipated that such a work schedule will occur as a result of increased product demand, equipment bottlenecks, equipment breakdowns, etc.

If such a business need arises, the Company commits to give the Union as much advance notice as practical of its intent to implement such a work schedule. The Company will then post temporary jobs for the work in question, identifying a weekend work structure. The temporary work structure will consist of two twelve hour shifts on Saturday and two twelve hour shifts on Sunday. For greater clarification, those employees working on the weekend shift will work 24 hours and will receive 40 hours of compensation.

The parties recognize that there are a number of issues arising from the implementation of any such work schedule, that requires mutual agreement, such as staffing, pensions, STD, WSIB, statutory holidays, vacations, etc. The parties agree to meet and resolve these issues, consistent with the objective of considering employee interests together with the need to be cost effective for the Company.

Nothing in this agreement is intended to limit the Company’s right to negotiate a different, more cost effective “continuous” work schedule with the Union in the future.

LETTER E8 Union Representation

With the advent of the new product and potential other new products/processes in the Hamilton Production Operation, it is agreed that involvement by all employee groups in these programs is advantageous to a successful outcome.

It is agreed that for the Program, a Senior Union Representative will participate on the Program Steering Committee and on the Program Management Committee. In addition, the Company will identify, following consultation with the Union, individual employees with specialized expertise to participate in the sub-committees which will develop the program. Employee involvement is a critical component to the successful implementation of the new product and the achievement of all Program commitments.

It is anticipated that this model of involvement may be utilized in future business initiatives after review with the Union.

LETTER E9 Job Descriptions

The purpose of this letter is to inform you that the Company intends to make the following additions to all hourly job descriptions at the Hamilton Plant. In most cases, these changes merely document activities already being performed by hourly employees, and no change in labour grade will be made as a result of this clarification.

“Primary Responsibilities: (ADD) These responsibilities shall be performed consistent with meeting all customer requirements, quality standards, health/safety/environment and housekeeping objectives, and with building global competitiveness through continuous improvement.”

Job Duties: (ADD) Ensure the maintenance of a safe, healthy and professional workplace. Ensure the manufacturing of quality products. Ensure the safe and efficient operation of all manufacturing equipment.”

The following is for clarification and will not be included in the job description documents. The above duties include, but are not limited to: sweeping, tidying individual workstations, maintaining orderly parts storage, recycling, proper disposal of waste and material, visual checking of parts/components/subassemblies, highlighting of quality defects and rectifying where practical, notifying appropriate personnel of pattern defects, participating in quality initiatives, and effecting minor adjustments to equipment, conducting visual/audible checks of equipment, reporting same to appropriate personnel, checking oil levels, performing proper startup and shutdown procedures.

LETTER E10 Overtime Scheduling

In the past, the Company has used the practice of scheduled required overtime in the Hamilton Production Operation. The Company intends to resume the practice to ensure the efficient manufacture of product and the satisfaction of customer demand. When such scheduled required overtime is to be worked, the Company will provide a minimum of five (5) days notice to the affected employees.

Yours truly,

Anna Cvecich
Human Resource Manager

The foregoing is hereby confirmed on behalf of the CAW-Canada and its Local 504.

For the CAW-Canada

For its local 504

