

COLLECTIVE AGREEMENT

BETWEEN

LONDON MACHINERY INC.

**HEREINAFTER CALLED THE COMPANY
OF THE FIRST PART**

AND

**NATIONAL AUTOMOBILE,
AEROSPACE AND
TRANSPORTATION AND
GENERAL WORKERS OF
CANADA (C.A.W. - CANADA)
LOCAL NO. 27**

**HEREINAFTER CALLED THE UNION
OF THE SECOND PART**

August 11, 2000 - August 10, 2003

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This Agreement Witnesseth That:

ARTICLE 1 - GENERAL

1.01 - Purpose

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

The parties shall meet regularly for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement.

1.02 - Scope and Recognition

The Company recognizes the Union as the sole Bargaining Agent for all its employees at London Machinery Inc., in the City of London, and the County of Middlesex, save and except the following: Supervisors, Office, Engineering, Sales, Purchasing and Production Control Staffs, Shipping, Receiving, Parts, other salaried positions not specifically mentioned here, all temporary labour and all students employed during the school vacation period or on a co-operative work term.

The Company will provide an office for the use of the Union. The Union agrees that the office will be used solely for union business as contemplated by the collective agreement and will not be abused. All expenses of the operation of the office will be borne by the Union. No changes to the layout of the office will be made without company approval.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 - Promotions

The Union acknowledges that the Company has the right to hire, promote, demote, transfer, suspend or otherwise discipline and discharge employees for just cause. The Company recognizes the desirability of making such promotions and appointments from existing employees.

2.02 - Operations

Nothing contained herein shall be deemed to qualify, limit or alter in any manner, the Company's sole and complete authority and discretion to establish, regulate, determine or modify at anytime, levels of employment, shift hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the product and parts thereof to be manufactured, where and when work shall be

done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, providing its action is not contrary to the terms of this Agreement.

2.03 - Rules and Regulations

The Company has the right to make and alter from time to time the Rules and Regulations to be observed by employees, which Rules and Regulations shall not be inconsistent with the provisions of this Agreement. The Company will notify the Union of changes to the Rules and Regulations and the Union has a right to discuss with the Company these changes prior to their implementation in the work place.

2.04 - Supervisors

Supervisors and salaried staff will do no work normally done by hourly paid workers except in case of emergency, for experimental purposes and instruction purposes.

2.05 - New Classifications

The Company reserves the right to make new classifications and offer present employees work in these new classifications. The Company agrees to discuss with the Union the relative rate of pay for the new classifications. **If** there is a disagreement, the Union shall have the right to grieve whether or not the rate is appropriate.

2.06 - Job Tickets

It is acknowledged and understood that it is extremely important that at any time Management have a clear picture of jobs in process. To this end it shall be a part of all jobs that job tickets be made out as completely and accurately as possible.

ARTICLE 3 - DISCIPLINE

3.01 - Definition

It is agreed that maintenance of discipline and efficiency is mutually beneficial to the Company and the Union. To this end, both parties will instruct their respective representatives on the contents and conditions of this agreement.

3.02 - Union Representation

Prior to an employee receiving a written or verbal recorded notice of discipline, they shall be notified of their right to have their Shop Steward present at the disciplinary interview. If the right to Union representation is not utilized, the employee must sign stating their refusal of same.

3.03 - Suspensions

a) Suspensions issued by the Company to employees will be served no sooner than five (5) working days after the issue of the suspension and no later than thirty (30) days following the issue of the suspension. However, if the suspension is grieved, then the suspension will be served no sooner than one (1) day after the Company's final answer at Step 3 of the grievance and no later than thirty (30) days following the Company's final answer at Step 3 of the grievance. The Company at its sole discretion, may make the suspension a working suspension.

b) If an employee is instructed to leave the plant for disciplinary reasons, he/she will be allowed to speak to a Union Committee Member for a reasonable period of time, prior to leaving, provided a Union Committee Member is present at the plant.

Grievances involving employees who have been suspended or terminated will be handled in the expedited arbitration procedure unless the Union Staff Representative and the Plant Manager mutually agree otherwise.

3.04

Excluding the provisions set out in the Company's Lateness and Absenteeism Policy, all disciplinary warnings or suspensions will remain in effect and part of the employee's disciplinary record for a period of twelve (12) months.

ARTICLE 4 - DISCRIMINATION AND INTIMIDATION

4.01 - Discrimination

Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, or on account of membership or non-membership in any labour organization, or by reason or activity or lack of activity in any labour organization.

ARTICLE 5 - REPRESENTATION

5.01 - Shop Stewards

The Company will recognize four (4) zone committee persons plus a Plant Chairperson. Such plant committee shall constitute the in-plant committee and negotiating committee. Each committee member shall be appointed by the Union for each zone. **Also** included on the negotiating committee shall be the National Union Representative and may be the President of CAW Local 27.

5.02 - Each committee person shall be an employee of the Company. The Union shall notify the company in writing from time to time of the names of the committee persons, the effective date of their appointment and the names of alternates.

5.03 -The Union shall have the right to appoint one off-shift alternate proportionate to the number of supervisors on the shift. (example: one supervisor to one alternate.)

5.04 - Four (4) elected zone committee persons and the Plant Chairperson shall be retained in the employ of the company during their respective terms of office, notwithstanding their position on the seniority list, so long as the company has work available for which they are qualified and willing to perform. The three (3) committee persons and the Plant Chairperson shall be on the day shift and one (1) committee person on the night shift. In the event that the night shift is discontinued, the committee person will be placed on the day shift. There shall be only one from a department, except the weldshop, which may have a maximum of two (2).

5.05 -The permission for committee persons as well as all other official representatives of the local union to leave their work without loss of pay to attend to union business within the plant is granted on the following conditions:

a) Such business must be between the Union and the Company representatives. This time shall be devoted to the handling of necessary Company/Union business.

b) The Committee person concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission will not be unreasonably withheld.

c) The time away from work shall be reported in accordance with the time keeping methods of the departments in which the committee person is employed.

d) The Company reserves the right to limit such time if it deems the time so taken is to be excessive.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 - Grievances

The parties to this Agreement agree that it is of the utmost importance to adjust grievances concerning the interpretation or alleged violation of this Agreement, as quickly as possible. No grievance shall be considered where the circumstances giving rise to it occurred more than two (2) working days before filing the grievance. Though not a prerequisite to filing a grievance, both parties encourage employees and supervisors to informally discuss and solve their problems.

Employees may seek Union counsel from any committee person during working hours for the purpose subject to obtaining permission from the Company which will not be unreasonably withheld.

6.02 - Time

Any grievance not forwarded to the next step, including arbitration, within the time limits set out in this agreement will be considered settled on the basis of the last disposition, unless the parties mutually agree in writing to extend such time limits.

In determining the time within which any action is to be taken in each of the steps of the grievance procedure, steps one through three, the time limit shall be calculated on the work shift hours of the employee concerned. Fridays, Saturdays, Sundays and holidays shall not be included in the calculation.

6.03 - Step One, Two, Three

Step One: An employee, their authorized shop steward or the Chairperson may present the grievance in writing to the supervisor concerned, who will meet with the

employee involved, and the shop steward and try to resolve the issue. The supervisor will give a decision in writing within two (2) working days. All grievances must include the signatures of the grievor, a detailed description of the alleged violations, the date of the violation and the remedy desired.

Step Two: If the decision at Step One is not satisfactory the grievance will within two (2) working days be referred to the Plant Manager or their designate. The Plant Manager and the Supervisor concerned will meet with the grievor and a Union representative within two (2) days of receiving the grievance at this step. The Plant Manager will give a decision to the Union in writing within two (2) working days after the meeting.

Step Three: If the decision at Step Two is not satisfactory, the grievance will be referred to the Plant Manager within two (2) working days. The Plant Manager and/or their designate(s) will meet with the Grievance Committee to resolve the grievance within two (2) working days. A Union staff representative may be present if requested by the Union or the Company. The Company will reply to the Union in writing within two (2) working days of the meeting. If the reply is unsatisfactory at Step Three, the Union may apply for arbitration as set out in Article 7.00.

6.04 - Policy Grievance

Any difference arising directly between the Company and the Union as to the meaning and application of the provision of this agreement or a grievance concerning a group of employees, instead of following the regular procedure herein set out may be submitted in writing by either party to the other as in Step Three.

6.05 - Unjust Dismissal Grievance

A claim by an employee that they have been unjustly discharged or suspended from their employment shall be treated as a grievance if written statement of grievance is signed by the employee, and is lodged at Step #2 within three (3) working days after the employee ceases to work for the Company.

6.06 - Settlement of Grievance

Such special grievances may be settled by confirming the Company's action in dismissing the employee, or by reinstating the employee, or by any other arrangement which is just and equitable in the opinion of the conferring parties or in the opinion of the arbitrator.

ARTICLE 7.00 - ARBITRATION**7.01 - Arbitration**

If a dispute cannot be settled under the above mentioned grievance procedure, the Company and the Union may refer the matter to a single Arbitrator. The request for arbitration by either party must be delivered to the other party in writing within ten (10) days, as set out in Step Three of the Grievance Procedure. The notice shall clearly identify the grievance and contain three (3) names of proposed arbitrators. The other party will give written acceptance or submit their own proposed list. If the Company and the Union representatives are unable to agree upon an arbitrator, then the Ministry of Labour for the Province of Ontario may be asked to select an Arbitrator.

7.02 - Decisions of Arbitrator

The decision of the Arbitrator shall be final and binding upon both parties to this agreement.

7.03 - Powers of Arbitrator

The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this agreement.

7.04 - Arbitration Expenses

Each party will bear the expenses of their own witnesses and the parties will jointly bear the expenses of the Arbitrator,

7.05 - Qualifications of Arbitrators

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

ARTICLE 8 - SENIORITY**8.01 - Probationary Period**

New employees will be considered on probation and will be placed on the seniority list after they have worked five hundred four [504] hours in any six [6] months period. Overtime will be counted as actual hours worked. The employee's position on the seniority list will be as of the time the probationary period is completed, back dated by 504 hours.

Until employees have completed their probationary period, they shall have no seniority rights. The discharge of a probationary employee shall be of a lesser standard than the just cause for seniority employees, including but not limited to unsuitability and shall be at the sole and complete discretion of the Company. The Union Plant Chairperson will be given the opportunity to participate in the orientation of new employees.

8.02 - Seniority Lists

The Union Plant Chairperson and Financial Secretary will be notified when an employee is placed on the seniority list. Dated seniority lists will be prepared semi-annually showing each employee's departmental seniority, and three copies will be made available to the Union Plant Chairperson. These lists will be posted departmentally and will be considered accurate until proven otherwise. Any discrepancies found should be referred to the Plant Manager immediately.

8.03- Loss of Seniority

An employee shall lose their seniority and will no longer be considered an employee of the Company for any of the following reasons:

- 1) If the employee voluntarily quits.
- 2) If the employee is discharged and is not reinstated in accordance with the provisions of this Agreement.
- 3) If an employee is laid off and is recalled but fails to do the following:
 - (a) Contact the Company within four (4) working days of the mailing date of the recall letter to the last known address to signify their intent to return to work.
 - (b) Report to work within seven (7) working days of the mailing date of the recall letter unless they give a reason satisfactory to the Plant Manager.

Each employee who is laid off will keep the Company informed of their current mailing address failing which the Company will no longer be responsible if notice of recall fails to reach such employee. The Company will agree to telephone an employee before mailing the recall letter, however, the registered letter is to be the prime manner of recalling, and the telephone call itself shall not be the subject of a grievance.

One copy of recall letter will be given to the Union Plant Chairperson or designate.

- 4) If the employee overstays a Leave of Absence granted by the Company without securing an extension of such leave. Telephone Number (519) 453-8880, Fax Number (519) 659-2306.
- 5) If the employee accepts other employment without written permission while on Leave of Absence. (Annual vacation excluded)
- 6) If they are absent without permission for more than three (3) consecutive working days without securing Leave of Absence.
- 7) Is laid off and not recalled to work for a period equal to their seniority or a maximum of two (2) years, whichever is the lesser.
- 8) Has been retired.

8.04- Permanent Transfers

Employees with seniority who successfully post into a different classification that requires them to transfer to another department, must serve a trial period of five hundred four {504} hours. Upon completion of this trial period, they shall have seniority in those departments in which they have completed their trial periods, based on their total company seniority.

These rights are subject to having the skill and ability to do the job. Skill and ability to do the job means skill and ability to perform the requirements of the job.

Any hours worked during the temporary transfer will not be used when determining skill and ability when posting for vacancies.

In the event that the employee does not wish to complete the trial period, he/she shall be returned to his/her previous classification without loss of seniority. Employees who are unsuccessful during the trial period, shall be returned to their previous classification without loss of seniority. Employees who are displaced by the return of the unsuccessful applicant will be returned to their original classification, also without loss of seniority.

Employees will be entitled to receive all raises allowed in their original classification while they are serving their trial period for their new classification.

8.05 - Transfer to a Salaried Position

An employee who is transferred to a salaried position shall be excluded from the provisions of this Agreement. Any seniority attained by the employee up to the time of transfer will be frozen for a period of six (6) months. If the employee subsequently returns to the bargaining unit within six (6) months, the amount of seniority will be the amount attained at the time of transfer from the bargaining unit.

8.06- Temporary Transfers

a) Any displacement from one department to another due to an imbalanced work load shall be considered a temporary transfer. Said transfer not to exceed two hundred (200) hours in cases where no layoffs are in place and eighty (80) hours if layoffs are in place. If layoffs are in place, written notice of temporary transfer will be given to the local chairperson on the first day of transfer for transfers in excess of 10 hours. In the event that an employee is temporarily transferred to a particular position in accordance with the provision for 200 hours in any period of

eight (8) weeks when no lay-offs are in place, the position will be posted at the conclusion of the 200 hour period if there continues to be a requirement for the work.

b) In the event an employee is temporarily assigned to a higher or lower rated job classification on any given day, the employee will be compensated at the higher rate for all hours worked on that day, provided the employee works on such higher or lower rate job classification for one-half of the hours worked on that shift.

8.07 - Posting Notices and Vacancies

a) Employees will be advised by a notice on the notice board when hourly rated vacancies occur. Such notice will be posted for four (4) working days and employees must respond within four (4) working days of the posting date. Promotions or transfers within the bargaining unit shall be based upon seniority, ability and skill. Present employees in the plant, whether on days or nights who apply, shall have preference over new applicants for employment.

The Company will post the results of such vacancies within three (3) working days after the decision has been made. Employees awarded the job posting will be transferred to their new classification within fifteen (15) calendar days. The employee and the Unit Chairperson will be notified if there is a further delay or changes.

Vacancies shall be posted with the limitation that in any one successive posting sequence, only the original vacancy plus one resulting vacancy need be posted. Further vacancies resulting from the original vacancy may be filled at the Company's discretion, including new hires.

A. This clause applies when vacancies occur within a particular shift. Due to the nature of our business and the necessity to maintain the safe continuity of the operation,

employees, where practical shall have the opportunity to rotate to upgrade technical skills of operation.

i. Employees with seniority shall be entitled to transfer to the opposite shift after providing the Company two (2) weeks notice. Due to the necessity of maintaining the continuity and safety of a second shift operation, inter-shift transfers will be extended only when the transfer will not result in the breakdown of the continuity and safety.

ii. Any employee being involuntarily transferred from one shift to another, will be extended four (4) working days notice in writing, except in instance resulting in a breakdown, continuity of shift, or safety of operations. In this case, 24 hours notice will be given to the employee and the local chairperson.

This clause does not apply to the following positions: Students or Labourers employed on a temporary basis. Time limit is six (6) months for students or labourers employed on a temporary basis.

b) The Company may schedule a vacation shutdown. If there is work available during the shutdown, the company will post a notice. Employees wishing to work will register their name on the notice. Preference will be given to senior employees.

c) Employees may make application for any job listed in appendix A of the Collective Agreement by completing a job posting application form. Application forms may be obtained from the employee's supervisor or the Plant Manager. Applications will be retained in the plant Managers' office. A copy of all applications shall be given to the Union Plant Chairperson.

ARTICLE 9 - LAY OFF AND RECALL

9.01 - Layoffs

In all cases of a reduction in the work force, the Company agrees to apply the following factors in determining which employees are to be laid-off:

a) Seniority of the employee in their department and classification. The departments shall be machine shop, weldshop, sheetmetal, service, assembly and general.

b) The requirements and efficiency of operations plus the ability, knowledge and **skill**.

c) Employees who are affected by the layoff, will have the right to return to a previous classification in a previous department where they will have seniority based on their company seniority.

Employees with seniority affected by layoff, shall also have the right to bump into the classifications of labourer or shot blast operator and displace the junior employee in those classifications. Such employees will receive the wages of the classification to which they bump.

d) Seniority shall prevail, all things being equal.

e) The Company will discuss layoffs with the Union and provide the chairperson or designate of the Union with a list of employees to be laid off or recalled.

f) The Company will give 40 hours notice for layoffs in excess of four weeks, If the lay off exceeds four weeks and notice has not been given, employees will be entitled to 40 hours notice or pay in lieu there of.

9.03 - Exclusions

For lay ~~off~~ purposes, qualified Stationary Engineers, Millwrights and Electricians serving as such will be excluded from lay off at the Company's discretion. One lead hand for each department per shift will also be excluded from lay off at the Company's discretion, provided there are a minimum of 3 employees working under them.

9.04 - Probation

In the event of a layoff, all employees that are on a trial period as result of a transfer from another department shall be returned to original department until the senior employees in that department are back to work. These employees shall be allowed to retain the trial time they have accumulated.

ARTICLE 10 - STRIKES AND LOCKOUTS**10.01 - Strikes and Lockouts**

During the continuance of this Agreement there shall be no strikes of any kind, stoppage of work, slowdowns or interruptions of the Company's business by the Union or the employees and there shall be no lockouts by the Company and any employee who engages in any slowdowns, work stoppages, or strikes of any kind instead of fully complying with the grievance procedure, shall be subject to discharge.

10.02 - Definition

The words "strike" and "lockout" shall be deemed to have the meaning given those words in the Labour Relations Act, R.S.O., 19080 C228 **SI**.

10.03 - Copies of Agreement

The company shall provide a copy of the Collective Agreement in booklet form to all employees.

ARTICLE 11 - LEAVE OF ABSENCE**11.01- Qualification**

Any employee with seniority may apply to the Company for a Leave of Absence without pay or benefits, not to

exceed sixty [60] calendar days in duration. Request must be made in writing, stating the reason and submitted for approval to the Plant Manager at least one [1] week prior to the intended starting date of the leave. The employee on the Leave of Absence must pay the full cost of Company benefits. Employees who are granted this leave, shall have their seniority accrue while on leave.

11.02 - Sickness and Accident

- a) A leave of absence due to sickness or accident and without pay but with benefits, will be granted to seniority employees on the following basis: Employees with greater than five years seniority when the absence begins will be granted up to one year's leave, and with less than five year's seniority when the absence begins, up to six months leave. Employees returning from sick leave may be required to provide medical evidence satisfactory to the Company that they were unable to report to work and that they are now fit to return to work. If the Company is not satisfied with the medical documentation provided, it reserves the right to pay for and arrange an examination by a doctor of it's choosing. The Company will be notified of the employee's absence - no later than one hour after the start of their shift unless prevented from doing so by reasons beyond the employee's control. Statutory holidays will not be paid under the above circumstances.
- b) Employees returning from an absence due to illness or injury and are unable to carry out their regular duties, the company will endeavor to find suitable work for them.

11.03 - Full-time Union Appointment

Any employee of the company elected or appointed to a full-time position with Local 27 or CAW National Union, shall, upon written request by the Union, be granted a leave

of absence by the company. Such leave will remain in effect until notice of cancellation is given by the Union. Also such leave will be without pay and benefits. Employees who are granted this leave, shall have their seniority accrue while on leave.

11.04 - Union Leave

At the written request of the Union Office, the Company may grant a leave of absence to Union members to attend to Union business outside the plant, provided the Company is given at least seven (7) days notice, where practical. If requested, the employees on leave will continue to receive regular pay from the Company. The Company will then bill the Union on a monthly basis for reimbursement consisting of regular wages and cost of benefits. The Company will provide a breakdown of the cost of benefits.

11.05 - Custody leave

The company will accept as a satisfactory reason for a leave of absence of up to ninety [90] working days, when held or convicted of any charges. The company will consider in good faith extensions to this leave in appropriate circumstances, regardless of whether employee is convicted or not.

11.06 - Bereavement

a) An employee with seniority who suffers the loss of a spouse, common-law spouse, child, brother, sister, parent, father-in-law, mother-in-law, grand child, grandparents and grandparents of current spouse; they will be granted three (3) working days leave of absence.

b) If an employee is notified of the death of a family

member at work, they shall be excused from and paid for the balance of the shift, and such time shall not be charged against the three (3) day bereavement leave.

Payment for these days will be made at the employee's regular rate of pay provided that:

1. Said days fall on a scheduled work day which the employee would otherwise have worked.
2. The days claimed by the employee fall on or between the day of the death and the day of the funeral.
3. The employee will notify the Company of such leave and ultimately verify eligibility to the plant manager.

Weekend Shift: Bereavement, Jury Duty and Subpoenaed witnesses, payment shall apply on premium hours. No payment will be made for Monday to Thursday shifts. Probationary Employees: Employees who fall under this classification may apply for a bereavement leave for the duration indicated above without pay

11.07 - Union Representative

One Union representative shall be given leave of absence without pay to attend the funeral of present, retired or former employees of long standing.

11.08 - Jury Duty

The Company agrees to pay the difference between the fee received for jury duty or Subpoena by the Crown and the amount the employee would have earned for each day an employee is required for jury duty or Crown witness, provided they were scheduled to work on the day actually served. Where the employee is on call for Jury Duty or Crown Witness and where not required, the employee will report for work to complete the balance of their shift. The employee will present proof of service and the amount of pay received.

11.09 - Jury Duty Afternoon Shift

If an employee is scheduled for jury duty the next day, they shall be excused from the second half of their shift. If the employee is excused from jury duty prior to noon they will work the next scheduled shift.

ARTICLE 12 - PAID HOLIDAYS**12.01 - Days with Pay**

Each of the following holidays will be allowed for hourly rated employees with the exception of probationary employees. In order to qualify for this pay, employees must have worked the scheduled shift of the plant before and the scheduled shift of the plant after the holiday.

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Day before Christmas
One floater day in Dec/2001 & 2002	

One hour's grace will be allowed in total spread over the day before and the day following a statutory holiday.

12.02 - Change in Holiday Date

As mutually agreed upon by the Union and the Company, if any of the above holidays falls on Friday, Saturday or Sunday, the following Monday will be observed as the holiday.

All other changes to holiday dates will be made by mutual consent of the Company and the Union Executive.

12.03 - Absence Before or After

Absence from work on their scheduled shift on the day preceding or the day following a holiday shall not disqualify an employee from receiving holiday pay if they are

absent on either or both of these days by reason of:

1. *Bonifide* illness (a doctor's certificate is required)
2. Employee who has been absent on an approved leave of absence for a period not exceeding one week prior to or one week after the statutory holiday.
3. Jury or witness duty.

Weekend Shift - Statutory Holidays:

Employees who qualify shall receive the holiday pay, eleven (11) hours if holiday not worked, 16 1/2 hours if worked, without additional time off. Weekend workers will not be scheduled to work: December 25, 26 and January 1.

ARTICLE 13 - VACATION PAY

13.01 - Vacation Pay

Vacation pay will be paid when vacation is taken.

13.02 - Vacation Year

The vacation year is established as July 1 through June 30 of the following year.

13.03 - Qualifications

The Company agrees to give vacation as follows:

A) Employees with less than one year's service prior to July 1, shall receive 4% of their earnings.

B) Employees with twelve months continuous service up to four (4) years continuous service prior to July 1, shall receive two (2) weeks with 4% of gross total pay for the previous year.

C) The vacation schedule for employees with over four years service prior to July 1, shall be as follows:

5 years or more - 3 weeks at 5%

7 years or more - 3 weeks at 6%

8 years or more - 3 weeks at 7%

12 years or more - 3 weeks at 8%
15 years or more - 4 weeks at 9%
20 years or more - 5 weeks at 12%

13.04 - Vacation Time

A) Vacation time from one vacation year to the next is not cumulative. There must be a minimum of four (4) weeks between vacations taken for one vacation year to the next.

B) All employees wishing to take their vacation during the period from June 1st. to November 15th. must schedule them by May 15th.

Those wishing to schedule their vacation outside this period must do so four (4) weeks prior to their commencement. A maximum of three (3) weeks vacation time may be taken consecutively. The items in this clause are subject to the following conditions:

1. The safe and efficient operation of the plant can be maintained.
2. Any vacation time not scheduled by May 15th will, in the event of a potential layoff and/or shutdown will be used to attempt to offset the same, up to a maximum of two (2) weeks.

13.05 - Weekend Shift

For the purpose of vacation calculation, one weekend of 33 hours is equal to one (1) week's vacation.

ARTICLE 14 - SAFETY AND HEALTH

14.01- Joint Efforts

The Company and the Union agrees to exert joint efforts to maintain high standards of housekeeping in the plant.

14.02 - Safety Shoes and Glasses

Wearing safety shoes, safety glasses and hearing protection will be a condition of employment. The Company also agrees that all office staff and visitors will wear safety glasses while in the production part of the plant. All personnel required by their duties to be in the plant area on a regular basis shall wear safety shoes, glasses and hearing protection.

14.03 - Time Off For Injury

When an employee is injured on the Company premises they shall be paid at their regular rate of pay plus any applicable shift differential, for the time spent in the First Aid Room and when sent for further medical aid, provided they notify the Company by telephone if they have been excused for the balance of their shift by a medical doctor or supervisor. The employee must otherwise return to complete their shift.

Where practical, proper medical documentation shall be given to the Company on the date of the injury.

14.04 - Replacement Safety Glasses, Shoes, Hearing Protection

1. The Company will provide safety glasses and hearing protection, plain or prescription. Prescription hearing protection must be medically prescribed as well as visible. These items will be purchased from a supplier approved by the Company.
2. If the employee is laid 'off or leaves the Company during the first two (2) years of their employment, they will be charged for prescription glasses and hearing protection on a pro-rated basis from the time of original issue. On completion of two (2) years use of original glasses and hearing protection, the Company will replace them

at no cost to the employee provided a prescription change is recommended by a medical prescription. The Company agrees to replace lenses for employees required to do welding or burning provided lenses are pitted enough to warrant this and they are approved by supervisor. Probationary employees must pay for their own prescription safety glasses and hearing protection and the Company will reimburse them when they are placed on the seniority list.

3. Employees must provide their own safety shoe, welding aprons, coveralls, etc. On the first pay of July each year, after an employee has been on payroll for a period of six (6) months and has worked for a period of three months in the previous twelve months, and is still employed by the Company on the date the funds are issued, the Company will contribute: \$150.00 towards the cost of the above. Safety shoes, coveralls, welding aprons, etc. must be kept in good condition.

14.05 - Smoking

Smoking in the plant will be tolerated only to the degree defined by the Company's Policies and Rules and Regulations.

ARTICLE 15 -

INSURANCE AND HOSPITAL PLANS

15.01 - Group Life Insurance

The Company agrees to pay the entire cost of Group Life Insurance for each employee, double indemnity for accidental death.

First Year -	\$32,000.00
Second Year -	\$34,000.00
Third Year -	\$36,000.00
Spousal -	\$5,000.00
Dependent Children -	\$5,000.00

15.02 - Sickness and Accident

a) Coverage at 67% of regular earnings starting at 4th day of sickness or accident for a period of 26 weeks. If admitted to hospital exclusive of emergency visits on first day of sickness or accident, waiting period is waived. Claims for sickness or accident benefits must be received in complete form at least four days prior to pay day.

Drug Plan - Employee pays \$2.00 per prescription with drug card.

Semi-private hospitalization

OHIP - paid by the Company

Dental- Effective August 11, 2002, Canada Life will pay on the basis of each year's Dental Association suggested Schedule of Fees for General Practitioners as of the 1st of the month following the month in which Canada Life receives the new Schedule.

Basic Services

Nine (9) month check ups.

Reimbursement is 80% of Insured Charges.

Maximum is \$1,000.00 per person in any calendar year.

Vision Care - Employee and dependent vision care is provided for each dependent during a 24 consecutive month period including initial contact lense fitting fee at the rate of \$150.00, effective December 1st 2000. Initial contact lense fitting fee free.

The Company will pay 100% for the cost of the above benefits to all employees with seniority.

b) The Company will pay the administrative cost of a group R.R.S.P. program.

15.03 - Weekend Shift

Sickness and accident and hospitalization: 1/3 of the present weekly benefit for each 11 hour shift missed. Benefits paid are the same as described in 15.02 except that they will be paid on the 4th day instead of the 5th day.

15.04 - Benefits when on lay-off

Employees on lay off will pay 100% of all premiums beginning on the first (1st) day of the ninth (9th) month of lay off.

15.05 - S&A when on WCB

An employee who has sustained a lost time accident of two (2) weeks or more may apply for Sickness and Accident until he/she receives Workers Compensation benefits, in which case the employee must sign the applicable waiver.

ARTICLE 16 - HOURS OF WORK AND OVERTIME**16.01 - Work Week**

The Company does not guarantee to provide work for either the daily or weekly hours indicated in this clause.

WEEKDAYS

A) The work week shall consist of four (4) ten (10) hour shifts, Monday through Thursday, or Tuesday thru Friday. 40 hours per week. Whenever practical, senior employees will be given preference on the Monday to Thursday shift.

WEEKEND

The work week shall consist of three (3), eleven (11) hour shifts, Friday through Sunday, 33 hours per week.

16.02 - Hours of Work

The shifts starting, ending and rest periods will be as follows:

FOUR (4) DAY WEEK

Day Shift: 7:00 a.m. - 9:20 a.m.
 9:30 a.m. - 12:00 noon
 12:30 p.m. - 2:50 p.m.
 3:00 p.m. - 5:30 p.m.

Night Shift: 5:40 p.m. - 8:05 p.m.
 8:15 p.m. - 10:45 p.m.
 11:15 p.m. - 1:40 a.m.
 1:50 a.m. - 4:10 a.m.

Weekend Shift: 7:00 a.m. - 9:20 a.m.
 9:30 a.m. - 12:15 p.m.
 12:45 p.m. - 3:00 p.m.
 3:10 p.m. - 6:30 p.m.

16.03 - Starting

Employees will be in their department at all scheduled starting times. It is also understood that all employees are to remain at work and be steadily occupied with their tasks, with the exception of brief necessary absences until the quitting buzzer sounds.

16.04 - Rest Periods

Employees requested to work more than four (4) hours beyond their normal shift shall be required to take a thirty (30) minute break at the end of their regular **shift**. Employees who are required to work not more than two (2) hours overtime will be allowed a ten (10) minute break at the end of their regular shift.

16.05 - Overtime Pay Calculations

- A) • 1 1/2 times Regular Rate after ten (10) hours per day
- B) • 2 times Regular Rate over 48 hours to 60 hours per week
- 2 1/2 times Regular Rate over 60 hours per week

Weekend Shift:

After 33 hours of work on the weekend shift, overtime will be paid as outlined below:

- over 33 hours to 41 hours - 1 1/2 x regular rate
- over 41 hours to 49 hours - 2 x regular rate
- over 49 hours - 2 1/2 x regular rate

- B) Employees involved in approved unpaid Union business:

Although this time has not been worked or paid for, it will be counted as time worked for the purpose of the overtime calculation.

- C) Employees who work on a Friday, Saturday, Sunday or approved statutory holiday, or weekend shift employee working on an approved statutory holiday will be paid no less than 1 1/2 times their regular rate of pay.

16.06 - Overtime

- A) Employees will be expected to work a reasonable amount of overtime. The Company shall not require any employee to work overtime on the night of a Union Meeting.

- B) The Company will attempt to evenly distribute the available overtime among the seniority employees on the shift by classification, provided that the employees have the necessary skill and ability to perform the available work.

C) Employees will be credited with the hours worked or hours offered if the employee declines the available overtime.

Employees who are absent when overtime is offered and it would have been their turn to be asked, will be credited with the hours.

Employees who join a classification and shift and have completed either the probation period (new employees) or trial period (transfers), will be added to the distribution list and be credited with the highest hours in the classification on the shift.

D) Overtime records will be kept on a weekly basis and summarized monthly. Monthly reports will be given to the Union plant chairperson or delegate for review and copies posted on two bulletin boards.

For equalization purposes, Overtime hours will be summarized on a quarterly basis. Inequities will be corrected in the following quarter if overtime is required.

E) The Company and the Union committee agree to meet monthly, if required, and make every reasonable effort to resolve in a timely manner any discrepancies or problems which may arise with the implementation of this overtime distribution article.

16.07 - Travel Time and Work Outside the Plant

Employees may be required to work outside the plant. All regular and premium rates of pay shall apply while the employee is traveling or working during the regular working shift. A premium of one and one half times the regular rate of pay will apply for all time spent traveling outside the regular work shift. The Company will reimburse the employee for all legitimate expenses but they are subject to mutual agreement between the Company and the employee prior to their departure.

16.08 - No Work Upon Reporting

In the event an employee reports for work on their regular shift without previously having been notified at least two (2) hours before the commencement of their shift not to report, and their services are not required for that shift, the Company shall pay the employee for five (5) hours work, providing that the Company is unable to give the employee other work for the full half day. Should the Company have no work during the afternoon, it is the duty of the Company to notify employees by 11:30 a.m. For employees on weekend shift, the pay shall be (5 1/2) hours.

16.09 - Call Back

If an employee has clocked out after their regular shift and is called back they shall be paid a minimum of two (2) hours pay.

ARTICLE 17**LATE STARTING AND PUNCHING OUT EARLY****17-01 - Time Cards**

Employees who are five (5) to fifteen (15) minutes late for a work period will have one quarter (1/4) hour deducted from their work hours and if late more than fifteen (15) minutes shall have deducted one quarter (1/4) hour for each extra fifteen (15) minutes or fraction thereof.

Any employee who accumulates five minutes or more allowable late time in any one week shall have deducted from their hours one quarter (1/4) hour. (i.e. if an employee is late two (2) minutes for three separate work periods, making a total of six (6) minutes, one quarter (1/4) hour will be deducted from their work hours.)

17.02 - Time Cards

If any employee clocks out on their time card before the regular stopping time from their department, deduction from their working hours will be calculated and made in the same manner as described above, for late periods.

17.03 - Cheques

Year to date totals of earnings and deductions will appear on pay cheques.

ARTICLE 18 - CHECK OFF UNION DUES**18.01 - Union Security And Check Off**

All employees who, on the date of the signing of this Agreement, are Union members in good standing, or may become Union members in good standing, shall as a condition of employment maintain Union membership. All new employees hired after the date of signing of this Agreement, shall be required to become Union members as a condition of employment upon completion of their probationary period.

1. The Company agrees to deduct one Union initiation fee and Union dues each month as may be chargeable by the Union from the wages of each employee in the bargaining unit who is a member of the Union and this amount shall be forwarded by the Company to the Union's Local Secretary Treasurer. The Company agrees to deduct an amount equal to the Union dues each month from the wages of each employee in the bargaining unit who are not members of the Union and this amount shall be forwarded by the Company to the Union. In cases of new employees, the dues and other assessments authorized by the Constitution of the Union will not be deducted until they have completed thirty (30) calendar days of employment. The deductions as aforesaid shall com-

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- mence in the month following the month this Agreement becomes effective.
2. In the event an employee's wages, earned during the first payroll period ending in any month, are insufficient to cover the deduction for current monthly Union dues, the Company will deduct the amount owing therefore from wages earned during one of the subsequent payroll periods ending in the same month, provided the employee has worked a minimum forty (40) hours during that month.
 3. The Company shall on or before the 15th calendar day of each month furnish to the financial secretary of the Union, a written statement covering, for the previous calendar month the following:
 - a) The total amount of initiation fees and dues deducted.
 - b) The names, employee number, employee address, current telephone number (if available), the amount of deduction from each employee.
 - c) The names of employees from whose wages no deductions were made because their pay cheques were insufficient to make the appropriate deductions.
 - d) The Company shall at the same time, remit to the financial secretary of the union a cheque for the amount as shown under items a) herein.
 - e) When feasible, the Company will include in the list provided to the Union, the reasons if any why an employee had no Union dues deductions; i.e. termination, layoff, leave of absence, transfer out of bargaining unit, or deceased.
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4. The Company will indicate on the "T-4" form, the amount of Union dues deducted during the previous year.
 5. The Company will reimburse an employee any dues that have been deducted in error as long as the claim has been submitted to the Company before the last day of the calendar month in which the deductions were made.
 6. The Union will notify the Company in writing two (2) weeks in advance of the relevant month of any changes in the monthly deductions to be made.

The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage or suit howsoever founded which may arise out of any action taken by the Company in accordance with the terms of this Article.

ARTICLE 19 - BULLETIN BOARDS

19.01 - Posting Notices

The Company agrees to permit the Union to place three bulletin boards in mutually agreed locations for the purpose of posting official notices. In order that there can be no confliction of views, notices to be posted by the Union will first be submitted to the Company, for approval, before posting. Union notices only to be posted on these boards.

19.02 - Weekend Shift

Preference will be given to existing employees.

ARTICLE 20 - WAGE RATES, PREMIUM PAYS AND CLASSIFICATIONS

20.01 - Shift Premiums

A) Any shift commencing later than 4:30 p.m. will be paid a premium of sixty (\$0.60) cents per hour. Effective Aug. 11/2001 shift premium will be increased to sixty-five (\$0.65)cents per hour.

B) To qualify for 40 hours of pay per week, a weekend shift employee must work 33 hours during their regular work week. A one hour grace per weekend will be allowed.

20.02 - Lead Hands

Employees designated by the Company as Lead hands shall receive a premium of forty cents (40¢). In this capacity, lead hands will perform the duties and responsibilities as laid out by the supervisor of the department, These areas are not to include areas of discipline or responsibilities normally done by the supervisor.

The Company agrees that no more than one (1) employee in ten (10) hourly workers will be designated as a lead hand. The parties agree that no current lead hand will be affected by this agreement.

20.03 - Employees Over 65

Employees reaching or beyond the age of sixty-five (65) may be retired at the option of the Company.

20.04 - Retirement

The Company will contribute \$0.42 per hour worked to the Canada-Wide Industrial Pension Plan (CWIPP). Effective August 11, 2002 the Company will contribute fifty-two (\$0.52) cents per hour worked.

20.05 - Stationary Engineer

Journeyman Millwrights acting as qualified Stationary Engineers, will receive a premium of fifty-five cents (\$0.55) per hour.

20.06 - National Day Of Mourning

The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28 of each year in observance of those workers killed on the job. The Union shall notify the Plant Manager in writing of this obligation on the work day prior to its observance.

APPENDIX "A"
CLASSIFICATIONS AND RATES

Effective - August 11, 2000 + 65C

<u>Classification</u>		<u>min start</u>	<u>504 min</u>	<u>9 mos</u>	<u>12 mos</u>
		81%	86%	91%	100%
Assembler/Welder	11	13.88	14.74	15.60	17.14
Jigs, Fixtures, Prototypes	12	14.20	15.08	15.95	17.53
Journeyman, Millwright	13	15.37	16.32	17.27	18.98
Journeyman, Electrician	13	15.37	16.32	7.27	18.98
Labourer	14	11.99	12.73	3.47	14.80
Painter	15	13.37	14.20	5.02	16.51
Sheetmetal Layout	16	13.68	14.53	5.37	16.89

Sheetmetal Worker	17	13.37	14.20	15.02	16.51
Truck/mule Driver.	18	12.54	13.31	14.09	15.48
Welder/Fitter	19	13.68	14.53	15.37	16.89
Service and Repair	21	13.98	14.84	15.71	17.26
Mach. Technologist	22	14.81	15.73	16.64	18.29
Gen. Machinist	23	13.97	14.84	15.70	17.25
Prod. Machinist	24	13.55	14.39	15.22	16.73
Sheet Metal Technologist	25	13.94	14.80	15.66	17.21
Shot Blaster	26	12.61	13.39	14.17	15.57
Service Coordinator	27	14.81	15.73	16.64	18.29
Kitting Coordinator	28	12.61	13.39	14.17	15.57

APPENDIX "A"
CLASSIFICATIONS AND RATES

Effective - August 11, 2001 + 35C

		<u>min start</u>	<u>504 min</u>	<u>9 mos</u>	<u>12 mos</u>
<u>Classification</u>		81%	86%	91%	100%
Assembler/Welder	11	14.17	15.04	15.92	17.49
Jigs, Fixtures, Prototypes	12	14.48	15.38	16.27	17.88
Journeyman. Millwright	13	15.66	6.62	17.59	19.33
Journeyman, Electrician	13	15.66	6.62	17.59	19.33
Labourer	14	12.27	3.03	13.79	15.15
Painter	15	13.66	4.50	15.34	16.86

Sheetmetal Layout	6	13.96	14.83	15.69	17.24
Sheetmetal Worker	7	13.66	14.50	15.34	16.86
Truck/mule Driver.	8	12.82	13.61	14.41	15.83
Welder/Fitter	9	13.96	14.83	15.69	17.24
Service and Repair	1	4.26	15.14	16.03	7.61
Mach. Technologist	22	5.10	16.03	16.96	8.64
Gen. Machinist	23	4.26	15.14	16.02	7.60
Prod. Machinist	24	3.83	14.69	15.54	7.08
Sheet Metal Technologist	25	4.22	15.10	15.98	7.56
Shot Blaster	26	2.90	13.69	14.49	5.92
Service Coordinator	27	5.10	16.03	16.96	8.64
Kitting Coordinater	28	2.90	13.69	14.49	5.92

APPENDIX "A"
CLASSIFICATIONS AND RATES

Effective - August 11, 2002 + 50C					
		<u>min start</u>	<u>504 min</u>	<u>9 mos</u>	<u>12 mos</u>
<u>Classification</u>		81%	86%	91%	100%
Assembler/Welder	11	14.57	15.47	16.37	17.99
Jigs, Fixtures, Prototypes	12	14.89	15.81	16.73	18.38
Journeyman. Millwright	13	16.06	17.05	18.05	19.83
Journeyman, Electrician	13	6.06	17.05	18.05	19.83
Labourer	14	2.68	13.46	14.24	15.65
Painter	15	4.06	14.93	15.80	17.36
Sheetmetal Layout	16	4.37	15.26	16.14	7.74
Sheetmetal Worker	17	14.06	14.93	15.80	7.36

Truck/mule Driver.	18	13.23	14.04	14.86	16.33
Welder/Fitter	19	14.37	15.26	16.14	17.74
Service and Repair	21	14.67	15.57	16.48	18.11
Mach. Technologist	22	15.50	16.46	17.42	19.14
Gen. Machinist	23	14.66	15.57	16.47	18.10
Prod. Machinist	24	14.24	15.12	16.00	17.58
Sheet Metal Technologist	25	14.63	15.53	16.43	18.06
Shot Blaster	26	13.30	14.12	14.94	16.42
Service Coordinator	27	15.50	16.46	17.42	19.14
Kitting Coordinator	28	13.30	14.12	14.94	16.42

Cost of Living

Cost of living shall be adjusted every three months on a three month basis at a rate of \$0.01 per hour for every .43% change in the consumer price index as published by Statistics Canada.

The present nine cents (\$0.09) per hour premium to continue during the term of the agreement. The cost of living clause will remain inoperative during the term of the agreement.

APPENDIX "B"**Paid Education Leave**

The Company agrees to pay into a special fund two cents (\$0.02) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address:

CAW Paid Education Leave Program
R.R. #1, Port Elgin, Ontario NOH 2C5

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

Social Justice Fund

The Company agrees to pay into a special fund one cent (\$0.01) per hour per employee for all compensated

hours for the purpose of contributing to the CAW Social Justice Fund. The fund is a registered non-profit charity which contributes to Canadian and International non partisan, non governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors.

Send to: CAW - Social Justice Fund
205 Placer Court, Willowdale, Ontario
M2H 3H9

ARTICLE 22 - TERMINATION

22.01 -

This agreement shall remain in effect for a period of thirty-six (36) months from August 11, 2000 until midnight August 10, 2003. Thereafter, the Agreement shall continue in force from year to year. Notice may be given within ninety (90) days of expiration the Agreement and negotiations must begin within fifteen (15) days or at a mutually agreed upon extension time. If as a result of such negotiations, should the parties fail to reach an agreement, this agreement shall remain in full force and effect until a new agreement is reached or the services of conciliation available under the Ontario Labour Relations Act have been exhausted, whichever of the said events shall first occur.

Dated and Signed this

For the Union:
(Bargaining Committee)
Derek Holden
Bob Wallis
Ralph Pembleton
Eric Pembleton
Edward Brennen
Kim Adams

For the Company:
London Machinery Inc.
Doug Lynds
Fred Catania

National Automobile, Aerospace and Transportation and
General Workers Union of Canada (C.A.W. - Canada)
Local 27

November 6, 1997

Mr. Kim Adams
C.A.W. Canada, Local 27
310 Wellington Road S.
London, Ontario N6C 4P4

Dear Mr. Adams:

Further to our discussion at recent negotiations, we confirm that: The Company agrees, that the health and safety of its employees is of paramount importance, and it will co-operate to the fullest extent to ensure the health and safety of its employees and the enforcement of safety rules.

The Company also recognizes its obligation to provide for a safe and healthy work environment. It also fully supports the Joint Health and Safety Committee and will continue to recommend measures that will protect its employees from any unsafe or dangerous condition.

The Union reserves the right to either elect or appoint to the Committee an equal number of members for representation.

In no case will the company knowingly expose its employees to any dangerous work which might harm themselves or any other person, nor will employees be required or coerced into performing unsafe work and they have the right to refuse to do so.

In addition, employees will not be disciplined for a refusal to perform unsafe work, and the union and Joint Health and Safety Committee agree to cooperate with the Company to eliminate or discourage any frivolous refusals if they should occur.

If an unsafe condition ever arises, it should be drawn to the attention of the appropriate supervisor. In every such case, it is the Company's stated intention to have the situation corrected and made safe as soon as it is possible to do so.

Sincerely,

London Machinery Inc.
per Doug Lynds, Vice President

November 4, 1997

Mr. Kim Adams
C.A.W. Canada, Local 27
310 Wellington Road S.
London, Ontario N6C 4P4

Dear Mr. Adams:

Further to our discussions, we confirm that if the company ceases operations in Middlesex County, it will discuss a closure agreement with the Union.

Yours Sincerely,

London Machinery Inc.
per Doug Lynds, Vice President

November 6, 1997

Mr. Kim Adams
C.A.W. Canada, Local 27
310 Wellington Road S.
London, Ontario N6C 4P4

Dear Mr. Adams:

Further to our discussions, we confirm that in the event of layoffs, the Company and the Union will meet to discuss the possibility of bringing back in-house, any work currently done or being done by outside contractors.

Sincerely,

London Machinery Inc.
per Doug Lynds, Vice President

October 3, 1997

**LETTER OF INTENT
ANTI HARASSMENT**

The Company and the Union agree to work together to develop and maintain a harassment-free workplace.

The Company and the Union will:

- appoint equal representation to develop and promote a joint policy to cover members of the bargaining unit.
- educate all employees concerning their rights to a harassment-free environment.
- respond quickly to concerns and allegations.
- jointly investigate complaints with respect, objectivity, fairness and confidentiality.
- deal appropriately with all concerns and complaints.

SIGNED THIS October 3, 1997

FOR THE COMPANY:

D. Lynds

FOR THE UNION:

K. Adams

October 3, 1997

**LETTER OF INTENT
JOINT POLICY ON SUBSTANCE ABUSE**

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have strong interest in encouraging employees to get early treatment and in providing them with the opportunity for full rehabilitation. Employees who seek assistance for substance abuse problems either on their own initiative or through encouragement of the Company or the Union, shall be referred by the Company or by the Union to appropriate counseling, treatment or rehabilitation services. Provided that an employee seeks and cooperates with a program or treatment, the Company accepts as being appropriate. his/her problem of substance abuse **shall be** regarded as a disability. Absences from work necessary for treatment or rehabilitation shall be considered as absences due to illness and the employee

shall have the same entitlements to benefits during the absences as if he/she were disabled by other kinds of illness. A representative of the Company and a representative of the Union shall monitor the program and make recommendations to the Company for its administration and improvement, to recommend appropriate providers of rehabilitation and treatment and to counsel employees in need of assistance. Any discussion of individual cases shall be kept strictly confidential. Representatives shall be granted such time as is reasonably necessary for the administration of this program.

SIGNED THIS October 3, 1997

For the Company:
Doug Lynds

For the Union:
James Reid

LETTER OF INTENT

During the current negotiations, discussion has arisen regarding the performance of work within the classification of Sheet Metal Technologist.

In the course of these discussions, the Company confirmed that in the event that a vacancy within the Sheet Metal Technologist classification occurs, it will be posted in accordance with the provisions of the collective agreement. In these circumstances, it is anticipated that the following individuals will apply for the posting:

Dan Bell

Ken Guthrie

Craig Weymouth

In the event that these individuals apply for the posting, in each case they will be awarded a trial period as contemplated by the collective agreement. In the event that these individuals each successfully complete the trial period, they will be confirmed in the position.

Doug Lynds

Letter of Intent

November 20, 2000

For the pupose of Article 2.04 of the collective agreement it is agreed that the operation of the forklift in the main plant is work normally done by hourly paid workers except for the delivery of inventory to the old stockroom.

Fred Catania

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