

**COLLECTIVE AGREEMENT**

BETWEEN

**Walbar Engine Components**

**A Subsidiary of the BFGoodrich Company**  
1303 Aerowood Drive,  
MISSISSAUGA, ONTARIO

-AND-

**UNITED STEELWORKERS OF AMERICA**

LOCAL 4970

**RECEIVED**  
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## ARTICLE 1 - GENERAL

**1.01** In this Agreement:

- (a) "Agreement" means this agreement between Walbar Engine Components and the United Steelworkers of America;
- (b) "Employees" and "Employee" means those persons or person, as the case may be, who are employed by Walbar Engine Components at its manufacturing plants in the Municipality of Mississauga, save and except supervisors, persons above the rank of supervisors, office and sales staff, and students employed during the school vacation period; and employees of the Employer's Turbo Tool Division.
- (c) "Employer" means Walbar Engine Components.
- (d) "Union" means the United Steelworkers of America.

**1.02** In this Agreement, words using the masculine gender include the feminine and neuter.

**1.03** It shall be the duty of each Employee to notify the Employer promptly of any change in address or telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such Employee.

## ARTICLE 2 - PURPOSE OF AGREEMENT

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

## ARTICLE 3 - RECOGNITION AND SCOPE

**3.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for Employees.

**3.02** Supervisors shall not perform any work which is normally done by Employees except under the following conditions:

- (a) for purposes of experimenting or demonstrating;
- (b) for purposes of instructing employees;
- (c) where Employees have been requested to work overtime and they have chosen not to **do** so.

**3.03** The Company acknowledges the purpose of the conditions set out in Section 3.02 and agrees to enforce them.

Under no circumstances shall the Company allow any such violations by its' Supervisors, *Office Staff* or any persons outside the Bargaining Unit to violate this clause.

#### **ARTICLE 4 - RELATIONSHIP**

**4.01** The Employer agrees it shall not interfere with, restrain, coerce or discriminate against Employees in their lawful right to become and remain members of the Union and to participate in its activities.

**4.02** The Union agrees that there will be no intimidation, interference, restraint, coercion or discrimination exercised or practiced upon Employees by any of its members or Representatives and there will be no solicitation for membership or any other Union activity on the premises of the Employer during an Employee's working hours except where prior permission has been granted or as otherwise provided in this Agreement.

**4.03** The Employer, at the time of the execution of this Agreement, shall deliver to the Union a list of current supervisors. Changes shall be posted from time to time as required.

**4.04** Within one (1) week of hire, a new Employee shall be introduced to his Shop Steward. Where his Shop Steward is absent, the Employee shall be introduced to another Shop Steward.

**4.05** The Employer agrees to provide an office for the Union to maintain filing cabinets and suitable meeting space when required.

**4.06** The Employer and the Union recognize the desirability of creating, improving and maintaining good communications. The Employer and the Union also support the principle that Employees should be treated with dignity and respect and be afforded an

equal opportunity **work** environment free from any form of discriminatory intimidation or harassment. Therefore to **facilitate** Solutions of mutual problems which may arise during the term of this Agreement, the parties agree as follows:

- (a) The informal meetings which now take place from time-to-time between the parties shall be continued.
- (b) A committee consisting of an International Representative from the Union, one employee appointed by the Union and two representatives of the Employer shall be constituted to discuss general matters arising out of the administration of the Agreement as well as to deal with complaints of discriminatory intimidation or harassment.
  - (i) Any complaint of discriminatory intimidation or harassment which is referred to the committee, must be in writing and must be referred within thirty (30) days of the events upon which the complaint is based.
  - (ii) The committee shall investigate and attempt to resolve all such complaints referred to it. Investigation shall be conducted jointly by one representative of the Union and one representative of the Employer. The Committee **as** a whole shall then meet to discuss the findings of the investigation and the Committee shall **use** its best efforts to resolve the complaint. If the Committee is unable to resolve the complaint a report and recommendation shall be made by the committee to the President of Walbar Engine Components.
  - (iii) It is understood and agreed that the procedure established by this Article to investigate and resolve harassment complaints does not deny any employee from pursuing his/her complaint through the applicable legislative procedure and the internal procedure is intended as an alternative process which the individual may elect at his/her option. It is further understood that any complaint pursued through the internal procedure shall not be arbitrable, nor shall any documents, reports, discussion or information arising out of or during the procedure be introduced as evidence or referred to in any other legislative procedure.
- (c) These meetings are not intended to replace or interfere with the grievance or negotiation procedure, or any other procedure used to administer the Agreement.

#### **4.7 ANTI – SEXUAL AND ANTI – RACIAL HARASSMENT**

1. The Company and the Union agree that neither will at any time, act or proceed in any manner contrary to the provisions of the Employment Standards Act, the Industrial Standards Act, The Occupational Health and Safety Act, or the Ontario Human Rights Code.
2. For purpose of this clause, "sexual harassment" includes:
  - a) unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted or;
  - b) implied or expressed promised of reward for complying with a sexually oriented request or;
  - c) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request or;
  - d) sexually oriented remarks and behavior which may reasonably be perceived to create a negative psychological and emotional environment for work and ,study.
3. For the purpose of this clause "racial harassment includes:
  - a) engaging in a course of comment or conduct that is known or ought reasonable to be known to be unwelcome where such comment or conduct consists of words or action by the Company, supervisor, or a co-worker in the bargaining unit which disrespects or causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.

**4.08** The company agrees to provide the Union employees address on the current monthly Union dues report,

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

**5.01** The Union recognizes and acknowledges that the management of the operation and the direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, and efficiency and in connection therewith to make, alter enforce from time to time reasonable rules and regulations, policies and practices to be observed by the Employees; discipline or discharge Employees for just cause, provided that a claim for unjust

discipline or discharge may be the subject matter of a grievance and be dealt with as hereinafter provided;

- (b) select, hire, transfer, assign to shifts, schedule vacations, promote, demote, classify, lay-off, recall or retire Employees, and select Employees for positions excluded from the bargaining unit;
- (c)
  - i) require Employees to obtain medical examinations at a doctor or doctors of the Employer's choice at the Employer's expense where an Employee has been absent for medical reasons in excess of five (5) working days;
  - ii) the Company will not require such examination unless the Company physician determines it is necessary prior to return to work or where the Company physician determines it is required due to the nature of the medical documentation. The Company *is to* give a copy of the report it receives to the employee.
- (d) determine the location of operations, and their expansion or their curtailment, the direction of the working forces, the subcontracting of work, schedules of operations, the number of shifts, job content, the establishment of work or job assignments, the qualifications of an Employee to perform any particular job, establish and administer tests for the purpose of assessing the Employee's qualifications; use improved methods, machinery and equipment; decide on the number of Employees needed by the Employer at any time, number of hours to be worked and the starting and quitting times; and
- (e) have the sole and exclusive jurisdiction over all operations; buildings, machinery, equipment and Employees.

**5.02** The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

**5.03** The exercise of any of the above rights may be the subject of a grievance and/or arbitration as provided for in this agreement.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

**6.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances during the life of this Agreement:

- (a) the Union agrees that there will be no strikes, picketing, slowdown or stoppage of or interference with work or production either complete or partial; if any such action should be taken, the Union will instruct the Employees to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner: and
- (b) the Employer agrees there will be no lockout.

### **ARTICLE 7 - UNION SECURITY**

**7.01** The Employer shall deduct from the pay of each Employee, on a weekly basis, such regular Union dues as are prescribed by the Constitution of the Union. The Employer shall use its best efforts to remit the amounts so deducted within fifteen (15) days by cheque to the Area Office payable to the International Treasurer, United Steelworkers of America.

**7.02** The monthly remittance shall be accompanied by a statement showing the names of each Employee from whose pay deductions have been made and the total amount for the month and the total number of hours worked by the Employee during the month. Such statements shall also list the names of the Employees from whom no deductions have been made and the reasons why.

**7.03** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article 7.

**7.04** The Employer agrees to report the amount of dues deducted (pursuant to this Article 7) on the Employee's T-4 income tax slip which shall be issued by the end of February in each year.

**7.05** The Employer shall not contract out skilled trades (maintenance) work normally performed by bargaining unit members if the result is that active employees are placed on layoff. In addition, the Employer shall give the Union advance notice of skilled trades (maintenance) work performed at the plant.

### **ARTICLE 8 - UNION REPRESENTATION**

**8.01** The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing Employees in the handling of grievances arising under this Agreement.

**8.02** The Employer agrees to recognize three (3) Shop Stewards for each of the day, afternoon, and night shifts.



**8.03** The Employer shall be notified in writing by the Union of the names of the Union Executive, Shop Stewards, Safety Committee Members and Grievance Committee Members of the fifteenth (15th) of January and June annually.

**8.04** The Employer agrees to recognize and deal with a Union grievance committee of not more than two (2) Employees plus the Unit Chairperson.

**8.05** Shop Stewards and members of the grievance committee shall be Employees who have acquired at least six months seniority with the Employer and shall be Employees who are actively employed by the Employer during the term of their office.

**8.06** Shop Stewards and members of the grievance committee may leave their work without loss of pay to attend Union business subject to the conditions below.

- (a) Such business must be between the Union and the Employer. Employees having grievances cannot discuss these with the Shop Steward during working hours, except in the case of discharged Employees or suspended Employees.
- (b) The time shall be devoted to the prompt handling of necessary Union Business.
- (c) The Shop Steward or member of the grievance committee shall obtain permission of the supervisor concerned, which shall not be unreasonably denied, before leaving his work.
- (d) The time away from productive work shall be reported in accordance with the timekeeping methods of the Employer.
- (e) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

**8.07** In the event of a layoff, three (3) designated members of the Local Executive shall be given preferred seniority provided they have the skill and ability to perform the remaining work. In the event the number of bargaining unit employees exceeds 225 at the time of a layoff, the number of designated members from the Local Executive shall be increased to four (4).

This preferred seniority shall only be exercised in the event that the designated members are displaced from the plant.

The Union shall advise the Employer of the designated members within thirty (30) calendar days of the effective date of the contract.

The Unit Chairperson shall work the day shift provided he/she has the skill and the ability to perform the available work. Overtime hours incurred during Union business by any member of the Union shall be included for the purposes of overtime equalization.

When the Unit Chairperson is away from the Company on Union business after a period on one (1) week or more, the Unit Secretary shall be called in for a minimum of two (2) hours overlap with day shift. This time will allow the Unit Secretary to deal with any emergency meetings or problems arising with the Company during the absence of the Unit Chairperson.

When the Union committee is scheduled to meet with Management, they shall be entitled to ninety (90) minutes to meet amongst themselves and shall be paid for any time lost from their regular shift or scheduled overtime as a result.

## **ARTICLE 9 - NEGOTIATING COMMITTEE**

**9.01** The Employer agrees to recognize and deal with a negotiating committee of not more than three (3) Employees who shall be Employees who have acquired at least six months' seniority with the Employer and shall be Employees who have been actively employed by the Employer during their term of office, along with representatives of the International Union. The Employer further agrees to renegotiate the size of the negotiating committee if a substantial increase or decrease of Employees occurs at the Plant.

**9.02** The Negotiating Committee is a separate entity from other committees and will deal only with proposals for the renewal or modification of this Agreement.

**9.03** Employees on the Negotiating Committee will not suffer a loss of pay for time spent in negotiations with the Employer.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

**10.01** It is the mutual desire of the Union and the Employer that any grievance arising between an Employee or the Union, on the one hand, and the Employer, on the other hand, with respect to the application, interpretation or alleged violation of this Agreement, shall be adjusted as quickly as possible.

**10.02** An Employee has no grievance until he, either directly or through the Union, has first given his supervisor an opportunity to adjust the grievance.

**10.03** If after registering the grievance with the shift supervisor and such grievance is not settled within one (1) regular working day then the following steps of the Grievance Procedure may be invoked:

### **Step One**

If the shift supervisor does not adjust the grievance to the satisfaction of the Employee, the grievance may be submitted within two (2) working days of the shift supervisor's decision in writing to the shift supervisor, either directly or through the Union. The shift supervisor shall meet with the Employee's Shop Steward within two (2) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either the Union or the Employer. The shift supervisor shall within a further three (3) working days give his answer to the grievance on the grievance form and return it to the Union. The grievance form shall be in a format agreed to by the Union and the Employer.

### **Step Two**

If the decision of the shift supervisor is not satisfactory, the grievance may be submitted within **two** (2) working days of the shift supervisor's decision to the Operations Manager who shall, within two (2) working days hold a meeting between the Union grievance committee and the appropriate members of the Management, in an attempt to resolve the grievance. The Human Resources Manager will attend the meeting. The Staff Representative of the Union and the Grievor may be present at this meeting if requested by either the Union or the Employer. The Human Resources Manager or his designate shall, within a further five (5) working days, give his decision in writing, on the grievance form and return it to the Union.

**10.04** The Employer shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor or the Union first became aware of the alleged violation of this Agreement.

**10.05** If final settlement of the grievance is not reached at Step Two then the grievance may be referred in writing by either the Union or the Employer to Arbitration as provided in Article 12 at any time within forty-five (45) calendar days after the decision is received under Step Two.

**10.06** When two or more Employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step One of the Grievance Procedure.

**10.07** The Union shall have the right to initiate a policy grievance concerning the application, interpretation or alleged violation of this Agreement and the Employer shall have the right to initiate a grievance concerning the application, interpretation or alleged violation of this Agreement beginning at Step Two of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.

**10.08** The time allowances provided in this Article 10 are mandatory but may be extended by mutual agreement of the Employer and the Union in writing. If the time allowance, or any extension thereof, is not observed by the party who it has alleged has violated this Agreement, the grievance will be considered as advanced to the next step of this procedure, including Arbitration.

### **ARTICLE 11 - DISCHARGE AND DISCIPLINARY ACTION**

**11.01** A claim by an Employee that he has been discharged or suspended without just cause or that his employment has been otherwise terminated shall be a proper subject for a grievance *if* a written statement of such grievance is lodged, in the case of suspension, with the Shift Supervisor at Step One of the Grievance Procedure, and in the case of discharge, at Step Two of the Grievance Procedure. The written statement must be lodged within Seven (7) working days after the Employee receives notice that he has ceased to work with the Employer or has been suspended, as the case may be.

Such special grievance may be settled by:

- (a) confirming the management's action to discharge or suspend the Employee: or
- (b) reinstating the Employee with full seniority and compensation for lost wages and benefits (except for the amount of any remuneration or compensation the Employee has received from any other source pending the disposition of his case); or
- (c) any other arrangement including loss of seniority or loss of wages or benefits which, in the opinion of the Union and the Employer or the Arbitration Board, is just and equitable.

**11.02** At a meeting held by the Company with an employee for the purpose of suspending or discharging the employee, the employee shall be entitled to union representation and upon completion of such meeting the employee will be allowed to confer for a reasonable period of time with his union representative. Where no union representative is present in the facility or there is an immediate danger of violence, the process may not be followed and the Union will be advised on or prior to the next following regular weekday shift after the suspension or discharge has occurred.

**11.03** An Employee shall be entitled once each year, on the anniversary date of his employment, to request that his shift supervisor meet with the Employee for purposes of reviewing the Employee's personal file. If such a request is made, the shift supervisor shall arrange a meeting to take place within a reasonable period of time. The shift supervisor may limit the meeting to a period of twenty (20) minutes. If an Employee

who is not at work requests a meeting, the meeting shall take place upon his return to work.

**11.04**

- (a) As at each anniversary date of Employee's employment with the Employer, the Employer shall determine whether in the last year immediately preceding the anniversary date, any disciplinary action has been taken against the Employee. If no disciplinary action has been taken in the one (1) year period, any written warnings in the Employee's file shall be removed.
- (b) Suspensions for just cause shall be removed from the Employee's file if the Employee has had no other written warnings or suspensions over a two (2) year period. Any absence of more than five (5) continuous working days shall not be counted towards the two (2) year period.

**ARTICLE 12 - ARBITRATION**

**12.01** The Union and the Employer agree that any grievance concerning the interpretation, application or alleged violation of this Agreement, which has been properly carried through the steps of the grievance procedure required under Article 10 of this Agreement and which has not been settled, will be referred to a Single Arbitrator at the written request of either the Union or the Employer.

**12.02** "A Single Arbitrator" will be chosen by the parties failing which the Minister of Labour of the Province of Ontario shall be asked to select the Single Arbitrator.

**12.03** The decision of the Single Arbitrator shall be binding on the parties.

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

**12.05** Each of the parties to this Agreement will bear the expenses of any Arbitrator appointed by it; the parties will jointly bear the expense, if any, of the Single Arbitrator.

**ARTICLE 13 - SENIORITY RIGHTS**

**13.01**

- (a) For purposes of this agreement, seniority shall be continuous service with the Employer, in the bargaining unit, subject to Article 13.04.

- (b) An Employee shall not have any seniority, and shall be considered as a probationary Employee until he has been an Employee for any period of ninety (90) consecutive calendar days during which he has worked at least forty-five (45) days. Upon completion of the probationary period, the Employee shall have his seniority dated back to the commencement of the ninety (90) consecutive calendar day period. Until a probationary Employee shall attain seniority status as hereinbefore provided, his name shall not appear on any seniority list, nor shall there be any obligation on the Employer to retain the services of such Employee or to re-employ him if he is laid off during such period. In the case of probationary Employees a lesser standard than just cause shall apply to the discharge of such an employee; that standard shall be whether the Company's decision to discharge was made by the Company in good faith.
- (c) A probationary Employee shall have no right to lodge a grievance with respect to lay-off or non-recall after a lay-off. A probationary Employee's right to file a grievance in regard to his discharge shall be limited to contesting whether the Company has made its decision to discharge in good faith.

**13.02** An Employee shall lose his seniority standing and his name shall be removed from all **seniority lists** and the Employee shall cease to be employed by the **Employer** for any one of the following reasons:

- (a) If the Employee voluntarily quits;
- (b) If the Employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (c) If the Employee is laid off and fails to return to work within ten (10) calendar days after being notified by registered mail of recall to work. The Employee must notify the Company of their intent to return to work within four (4) calendar days of notification.
- (d) If the Employee is retired by the Employer;
- (e) If the Employee fails to report for work within three (3) working days after being instructed to report by mailing to him a registered notice at the last address appearing on the Employer records;
- (f) If the Employee fails to return to work upon the termination of an authorized leave of absence; or

- (g) If the Employee accepts gainful employment while on authorized leave of absence without first-obtaining the consent of the Employer in writing; or
- (h) If the employee is laid off for a period exceeding the limits set forth in 15.02.

**13.03** Shop Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy of such seniority list shall be mailed to the area office of the Union and a copy posted on the plant boards for Employee inspection.

**13.04** In the event an employee covered by this agreement is promoted to a non-bargaining unit position outside the scope of this agreement, the Employee shall continue to accumulate seniority for a 6 month period. The Company and Union agree that this promotional opportunity is intended to be used on a one (1) time basis per employee but can be extended or repeated with mutual agreement between the parties.

**13.05** The Company shall continue its current practice regarding tools for Maintenance employees.

**13.06** In the event an employee fails to return to work after an authorized leave of absence due to extenuating circumstances beyond his or her control, he shall provide adequate proof of such circumstances to the Company. The Company agrees to review each individual situation on its merits as long as proper documentation has been provided and the Employee has made reasonable effort to contact the Company. The Union retains the right to grieve the Company's decision.

#### **ARTICLE 14 – JOB POSTING PROCEDURES**

**14.01** In all cases of promotions, other than promotions to positions outside the bargaining unit, the parties agree that Employees with the greatest seniority shall be given preference providing that the senior Employee meets the requirements that are provided below and the procedure provided in paragraph 14.02 is followed and applied.

**14.02** Where a promotional opportunity arises, other than a promotional opportunity to a position outside the bargaining unit, because of a permanent vacancy in a new or existing job classification, the following procedure shall apply:

- (a) The permanent vacancy shall be posted in the plant for a period of three (3) working days. A copy of the job posting shall be given to the Union.
- (b) All Employees shall be entitled to apply for the job which has been posted. The Employer shall first consider the applications of Employees in lower paid wage group. If none of those applicants are suitable to the Employer, the Employer may then consider the applications of Employees

in the same or higher paid wage group. An Employee who is awarded a job in the same or lower paid wage group shall not be awarded another job in the same or a lower paid wage group for a period of at least one year.

- (c) An Employee awarded a job may request to be returned to his former job provided such request is made within seven (7) days of the Employee being awarded the job. The Employer has the right to return an Employee to his former job within seven (7) calendar days if the Employee is unsatisfactory. Such an Employee will have the right to file a grievance.
- (d) The Employer will post the name of the successful applicant, if any, within fourteen (14) calendar days of the removal of the posting. If it is not possible to make a decision in fourteen (14) calendar day period the Employer shall obtain the agreement of the Union to extend the time period.
- (e) All job posting shall contain:
  - (i) job classification;
  - (ii) **qualifications** required;
  - (iii) rate of pay;
  - (iv) shift assignment; and
  - (v) job duties
- (f) Prior to the posting the Employer shall meet with the Union to discuss whether the posting and proposed selection procedure is fair.
- (g) In assessing the applications the Employer shall consider:
  - (i) skill, ability and physical fitness of the Employee to perform the normal required work. If there is any question as to the physical fitness of a given candidate, it shall be the subject of a medical assessment by a licensed physician, agreed upon by the Union and the Company;
  - (ii) seniority.

In considering the factors listed in (i) and (ii) the following sequence and procedure shall apply. The Employer shall consider the factors listed in (i) and where, in the judgement of the Employer, the qualifications referred to in (i) are relatively equal, seniority shall then be considered and it shall govern. The judgement of the Employer shall not be exercised in an arbitrary, unfair or discriminatory manner. An Employee shall have the right to contest the Employer's decision by filing a grievance that the Employer has exercised its judgment in an arbitrary, unfair or discriminatory manner,



- (h) Notwithstanding the foregoing, the Employer agrees that all permanent vacancies in Wage Group I or below shall be subject to the posting procedure, but shall be filled by the senior applicant, provided that the senior applicant is able to perform the work within a ten (10) day training period.
- (i) Permanent vacancies which arise as a result of the application of this Article 14.02 shall also be subject to the provisions of this Article 14.01.
- (j) If after a job posting no applications are received or no qualified employees apply, the Company retains the right for a period of 60 days to hire someone from outside the Bargaining Unit. Should no successful applicant be found within this time period, and the Company still wishes to fill the job, the job will be reposted in the Bargaining Unit and subject to the posting procedure which includes the right to hire from outside as provided above.

**14.03** A joint Employer/Union Job Promotion Committee will be established. The Committee shall consist of two members appointed by the Employer and two members appointed by the Union. The Committee will meet once per month or more often as required. The function of the Committee will be to ensure that promotions are carried out in a fair and equitable manner. To achieve this the Committee shall establish consistent job posting procedures and evaluation methods.

## **ARTICLE 15 – LAYOFF AND RECALL PROCEDURES**

### **15.01 LAY-OFF PROCEDURE**

The Employer shall inform the Union Chairperson of any planned layoff as soon as the layoff date has been determined.

Lay-off means a reduction in the number of Employees at the Plant. In the case of lay-offs of more than five (5) working days the following rules shall apply:

- (a) The Employer shall select the job classifications where the number of Employees are to be reduced.
- (b) The least senior Employee in the job classification that the number of Employees is being reduced in shall be laid off first provided that the remaining Employees in the job classification are able to do the work that remains to be done by Employees in the job classification.

(c) An Employee who is laid off from his job classification may:

(i) displace a less senior Employee in a higher wage group provided he has previously worked in the chosen classification in the last twelve (12) months: or

(ii) displace a less senior employee in the same wage group or in a lower wage group provided that the employee has the necessary qualifications and skills to do the job.

(d) Where an employee has exercised his rights to displace another employee in accordance with this Article, such employee shall be granted up to a ten (10) working day training period, during which he will be trained on the requirements of the job. At the conclusion of the training period, the employee must be capable of producing the normal expected amount of product at an acceptable quality level. If the employee cannot do the job he will be laid off from the plant and the displaced employee shall be recalled.

(e) Where an Employee has been laid off from his classification for a period in excess of two (2) months and such Employee has recall rights under this Agreement, the remaining Employees in the **job** classification shall be restricted to working no more than eight (8) hours overtime per Employee each week.

(f) For lay-offs of more than five (5) working days, Employees shall be given one (1) week's notice or payment in lieu thereof. For lay-offs of less than five (5) working days, the Employer shall provide as much notice as possible under the circumstances.

(g) Those Employees who are placed on lay-off for the purpose of conducting inventory shall have those hours counted for the purpose of overtime calculations. Inventory work shall be on a voluntary basis.

The Employees on the given shift shall be offered the opportunity to work during inventory by seniority, It shall be done on an equal basis: one (1) month day shift, one (1) month night shift.

## 15.02 RECALL PROCEDURE

(a) Recall shall be in seniority order among Employees on layoff provided that an Employee could have bumped to the job during the layoff in accordance with the layoff procedure if his seniority so permitted. The recall procedure shall be **used** when a permanent vacancy arises as a result of an increase in the work force at a time when Employees have not

returned to the **job** classifications they held at the time of a lay-off or when Employees who are **not** at work have recall rights arising from a lay-off.

- (b) When an employee has been laid off he shall be entitled to recall rights as provided below;

Employee Seniority	Recall Rights
Less than 1 year	Equal Time
1 year to 5 years	1 1/2 years
More than 5 years	2 years

- (c) It shall be the duty of each employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee,
- (d) Employees shall not be considered recalled for the purposes of this Article until they have completed the 10 day training period and demonstrated that they are capable of meeting the requirements of the position.

## **ARTICLE 16 – TEMPORARY TRANSFERS**

### **16.01 TEMPORARY TRANSFERS:**

In all cases of temporary transfer except as delineated in Article 16.02, when a temporary transfer is required to another job classification which is in a higher **wage** group, the most senior employee in the classification will be given preference. If the transfer is to a classification in a lower wage group, the junior employee in the classification will be transferred.

If the transfer is to a classification in the same wage group, the Employer will select the most qualified Employee consenting to do the job. Where no Employee consents the junior Employee shall be transferred. In the event a senior employee in the classification the employee is transferred from desires the temporary transfer, the Company shall give such employee priority.

The transfer shall not exceed 14 calendar days. Temporary transfers will not be used to bypass permanent vacancies. In the event employees are laid-off from a classification and a temporary transfer is required into that classification, such person will have priority to that transfer. The Employer shall not exercise its judgment in an arbitrary or discriminatory manner.

When the transfer is required as a result of an absence from work, and where the Employee's absence exceeds the Employee's statutory or collective agreement rights to return to his job, the vacancy shall be posted unless otherwise agreed to by the

Employer and the Union. Employee absences include pregnancy leave, worker's compensation, illness, leave of absences and all other authorized absences.

### **16.02 TEMPORARY TRANSFER: Quality Control Jobs**

When a temporary transfer is required to a quality control job, the Employer will select the most qualified Employee consenting to do the job. Where no Employee consents the junior Employee shall be transferred. The transfer shall not exceed 14 calendar days. The Employer shall not exercise its judgement in an arbitrary or discriminatory manner.

### **16.03 GENERAL**

- (a) When transferring Employees under Articles 16.01 and 16.02, the Employee who is transferred must be able to **do** the job. If there ~~is~~ a disagreement about whether the Employee can do the job the Union will meet immediately with the Operations Manager to determine the Employee's ability to do the job. If there is no agreement a grievance may be filed.
- (b) Temporary transfers shall be considered by seniority on an independent shift ~~basis so~~ that Employees are not transferred between shifts.
- (c) Employees who are temporarily transferred into a higher or lower wage group shall be given a slip that shall indicate the time and date of the transfer, classification transferred to and rate change, **if any**, and the Article under which the transfer took place. A copy of the slip shall **be** given to the Union.
- (d) When an Employee is transferred temporarily to a lower rated job his rate shall be maintained. When an Employee is transferred to a higher rated job he shall be paid the higher rate for all hours worked at the higher rated job.

## **ARTICLE 17 – LEAVE OF ABSENCE**

**17.01** An Employee shall be allowed up to a (6) six week leave of absence without pay for personal reasons, if:

- (a) the Employee requests such leave in writing from the Employer:
- (b) the leave is for a good reason and does not interfere unduly with operations;
- (c) the Employee has at least one year's seniority:

- (d) All vacation must be exhausted or booked prior to an employee being granted a leave under this article 17.01.

The Employer, where reasonably possible, shall reply within five (5) working days from submission of such request.

Where a request is made for Paternity or Maternity Leave the employer will comply with the applicable legislation.

**17.02** In the event of the death of a member of an Employee's immediate family, an Employee who has completed his probationary period will be granted a leave of absence for a reasonable time and will be reimbursed for the time necessarily lost from work up to a maximum of three (3) days. An Employee required to travel outside Canada or the United States may be granted up to an additional two (2) days unpaid leave. This allowance will only be made where the circumstances require the Employee's absence from work to make arrangements for and to attend the funeral. Where an Employee is unable to attend the funeral and where the funeral occurs on a day that the Employee is scheduled to work, the Employee will be allowed one day off with pay. Employees shall not be paid pursuant to this Article for Saturdays, Sundays, Paid Holidays, while on vacation or leave of absence, or for any other period during which they would not have worked. The term "member of an Employee's immediate family" means a spouse, child, mother, father, mother or father-in-law, brother, sister or grandchild, grandparent, common law spouse, and legal step-child.

In the event that an Employee's son-in-law or daughter-in-law dies and the funeral occurs on a scheduled work day, the Employee shall be allowed the day off with pay in order to attend the funeral. Where an employee is unable to attend the funeral, and where the funeral occurs on a day that the employee is scheduled to work, the employee still will be allowed the day off with pay.

**17.03** An Employee who must serve a period of incarceration as a result of being found guilty of an offense under the Highway Traffic Act of Ontario will be granted a leave of absence without pay of up to thirty (30) calendar days to serve the period of incarceration.

Only one (1) such leave may be granted to any one Employee during his tenure with the Employer.

**17.04** The Employer agrees to grant, when requested by the Union to do so, leave of absence for one (1) employee to serve the Union in a full time position. Such leave of absence shall not exceed one (1) year, but may be extended additional periods of up to one year each time by mutual agreement. Such an employee may continue Group Insurance Coverage upon payment to the employer of the required premiums and provided the insurance policies allow for this.

Seniority for this employee will be **accumulated** during the leave of absence for a period of up to 24 months.

If the employer fills the vacancy resulting from the absence the provisions of 16.03 shall apply, If at the time of return to work the employees seniority does not allow for return to his former position or in the case that the position no longer exists, the employee will be entitled to exercise seniority under the provisions of 15.01c).

**17.05** The Company agrees to provide leave of absence to employees who wish to apply for the Canadian Citizenship Test. It is further agreed that the Company will reimburse employees for the hours away from work on the day the test is taken to a maximum of eight (8) hours' pay. Such reimbursement shall be conditional on the employee's successful completion of the Canadian Citizen Test.

#### **ARTICLE 18 - BULLETIN BOARDS**

**18.01** The Employer agrees to provide a bulletin board in the plant for the purpose of posting Union notices and official information. Notices will be signed and posted only by **officers** of the Union and will be in keeping with the spirit and intent of this Agreement.

**18.02** The Human Resources Manager must be notified and retain the right of approval of all posted literature in the plant.

#### **ARTICLE 19 - REPORTING ALLOWANCE**

**19.01** In the event that an Employee reports for work on his regular shift, without having been previously notified not to report, he will be given at least four (4) hours work at his regular hourly rate of pay or if no work is available, he will be paid the equivalent of four (4) hours at his regular hourly rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Employer.

#### **ARTICLE 20 - CALL-IN PAY**

**20.01** Any Employee who has completed his shift and has left the Employers premises and is then recalled to work extra time shall be paid at time-and-one-half will not receive less than the equivalent of four (4) hours' pay at the Employee's regular hourly rate of pay for such additional work. This provision shall not apply to an Employee who is called in to perform work immediately prior to his regularly scheduled shift. There shall be no duplication of this premium and any other premium provided for in this Agreement.

## **ARTICLE 21 - PAYMENT FOR INJURED EMPLOYEES**

**21.01** In the event that an Employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid his regular hourly rate of pay for remainder of his shift. If it is necessary, the Employer will provide, or arrange for, suitable transportation for the Employee to the doctor or hospital and back to the plant and/or to his home as necessary.

### **21.02**

- (a) In the event that an employee suffers injury by accident arising out of and in the course of his employment with the Company (injury shall have the same meaning as that provided in the Workers' Compensation Act) and such employee is unable to return to his pre-injury employment as a result thereof, the employee upon becoming able to perform work shall be eligible for assignment by the Company to suitable work that is available and for which he is eligible by virtue of his seniority. These provisions shall apply for a period of up to three years from the date of the employee's injury.
  
- (b) Upon receiving notice from the Workers' Compensation Board that a worker is able to perform the essential duties of the workers pre-injury employment or, is medically able to perform suitable work, the Employer shall meet with the Union to discuss reinstatement procedures. Such committee shall be composed of three (3) members from the Union and three (3) members from the Company, These discussions shall attempt to clarify the employment opportunities for the injured worker, based on the injured worker's medical restrictions, and shall include consideration of light duty opportunities. The Employer and Union may interview the injured employee to determine the type of work the individual is capable of performing, the medical and physical restrictions imposed on the injured worker, and the level of the individual's physical and occupational abilities. If the committee cannot agree, then the parties will attempt within the next two (2) week period to resolve their differences, this may include contacting a reinstatement specialist from the Workers' Compensation Board. The Company may at the end of the two (2) week period determine the appropriateness of any light duty assignment subject to the right of the Union to grieve in accordance with the grievance procedure outlined in this Agreement.

## **ARTICLE 22 -JURY DUTY AND WITNESS PAY**

**22.01** An Employee shall be granted a leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the Employee would have otherwise worked to a maximum of eight (8) hours per day for the purposes of serving jury duty or

if required as a subpoenaed witness. The Employer shall deduct from the pay of the Employee the full amount of jury pay or witness pay received by the Employee.

### **ARTICLE 23 - PLANT HOLIDAYS**

**23.01** The Employer will observe the following plant holidays:

- Halfday before New Year's Day
- New Year's Day
- Walbar Employee Day (Used between Christmas and New Year)
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Halfday before Christmas Day
- Christmas Day
- Boxing Day
- Christmas Shut-down as provided in Article 23.03

**23.02** Should one of the above holidays (other than those outlined in Article 23.03 Christmas Shutdown) fall on a Saturday or Sunday the Employer shall designate another day to observe the holiday.

**23.03** Christmas Schedule:

As provided in Article 23.01, the following is the schedule of Paid Holidays for Christmas Shut-down during the term of this Agreement:

#### **2000**

Christmas Day ..... Monday, December 25<sup>th</sup>  
Boxing Day ..... Tuesday, December 26<sup>th</sup>  
Additional Day off with pay ..... Wednesday, December 27<sup>th</sup>  
In Lieu of Walbar Day ..... Thursday, December 28<sup>th</sup>  
In lieu of a half day before Christmas & New Year's ..... Friday December 29<sup>th</sup>  
Day off without pay ..... Saturday, December 30<sup>th</sup>  
Day off without Pay ..... Sunday, December 31<sup>st</sup>  
New Year's Day ..... Monday, January 1<sup>st</sup>

#### **2001**

Christmas Day ..... Tuesday, December 25<sup>th</sup>  
Boxing Day ..... Wednesday, December 26<sup>th</sup>  
In lieu of a half day before Christmas & New Year's ..... Thursday December 27<sup>th</sup>  
In lieu of Walbar Day ..... Friday, December 28<sup>th</sup>



Day off Without Pay..... Saturday, December 29<sup>th</sup>  
 Day off Without Pay..... Sunday, December 30<sup>th</sup>  
 Additional day off with pay..... Monday, December 31<sup>st</sup>  
 New Year's Day..... Tuesday, January 1<sup>st</sup>

**2002**

Christmas Day..... Wednesday, December 25<sup>th</sup>  
 Boxing Day..... Thursday, December 26<sup>th</sup>  
 In lieu of half day before Christmas & New Year's ..... Friday December 27<sup>th</sup>  
 Day off without pay..... Saturday, December 28<sup>th</sup>  
 Day off without pay..... Sunday, December 29<sup>th</sup>  
 In lieu of Walbar Day..... Monday, December 30<sup>th</sup>  
 Additional Day off with Pay..... Tuesday, December 31<sup>st</sup>  
 New Year's Day..... Wednesday, January 1<sup>st</sup>

**23.04** Eligible Employees shall receive eight (8) hours pay for each holiday multiplied by the Employee's regular hourly rate of pay.

**23.05** An Employee will be paid for a holiday provided he:

(a) works his last full scheduled shift before and his first full scheduled shift after such holiday unless the Employee demonstrates to the Employer that the Employee's absence was due to illness, provided that such absence did not begin more than seven (7) calendar days before the holiday or extend more than seven (7) calendar days after the holiday and provided that the Employee is not receiving **sick** benefits at the time of the holiday; and

(b) is on active payroll of the Employer and not on a leave of absence, sick leave, worker's compensation or lay-off.

**23.06** When any of the holidays are during an Employee's scheduled vacation period he shall receive holiday pay as provided in this Article if he is eligible for such payment under this Article and shall be granted an additional day off for vacation.

**23.07** In addition to being paid holiday pay, any authorized work performed by an Employee on any of the above named holidays shall be paid at the rate of double time.

**ARTICLE 24 - VACATION PAY**

**24.01** Effective June 30, 2000, an Employee shall receive vacation with pay on the following basis:

<u>Length of Service</u>	<u>Vacation</u>	<u>Vacation Pay as a % of Earnings</u>
Less than 5 years as of June 30th	2 weeks	4%
5 years or more but less than 12 years as of June 30th	3 weeks	6%
12 years or more but less than 20 years as of June 30th	4 weeks	8%
20 years or more as of June 30th	5 weeks	10%

**24.02** "Earnings" for the purposes of this Article 24 means the aggregate of the following paid during the twelve month period prior to June 30th:

- (a) wages for hours actually worked including overtime;
- (b) bereavement pay;
- (c) jury duty pay;
- (d) plant holiday pay;
- (e) call in pay;
- (9) reporting pay;
- (g) vacation pay.

**24.03** Vacation pay shall be paid as soon after June 30th as reasonably possible.

**24.04** Vacations shall not be accumulated and must be taken within the current calendar year.

**24.05** Prior to the end of April, the Company shall schedule vacations. Employee preferences shall be honored subject to the following:

- (a) All vacations must be scheduled:
- (b) Employees may be required to schedule vacations during an announced shutdown in July and August:

- (c) If the Company determines an excess number of Employees seek vacation on a particular day or days, seniority shall govern the awarding of vacation;
- (d) If an Employee does not take vacation due either to cancellation of the vacation shutdown, approved employee request or agreement to forgo vacation during a specific period, the vacation shall be rescheduled by mutual agreement.

### **ARTICLE 25 - CLASSIFIED WORK**

**25.01** The Union and the Employer agree it is in their mutual interest and in the interest of the Employees that the Employer obtain from governments or others (collectively the "Customer") work which the Customer for security reasons deems "classified work." The Customer may instruct the Employer not to employ certain Employees or restrict the employment of certain Employees in connection with the classified work or may instruct the Employer not to employ certain Employees at certain locations of the Employer. Notwithstanding any other provision contained in the Agreement, the Employer shall have the absolute right to implement such instructions and the implementation of such instructions shall not constitute a breach of any of the terms and conditions of this agreement. An Employee shall have the right to file a grievance to determine whether the Employer has acted in good faith in implementing the instructions of the Customer. Should an occasion arise where an Employee is excluded from doing a particular task or job by Customer requirement, the Company agrees to provide the Union with proof of the conditions imposed by the Customer which affected said Employee.

### **ARTICLE 26 – WAGES**

**26.01** The wages that shall be paid by the Employer are as provided in the Wage Schedule which is attached hereto as Schedule "A" and forms a part of this Agreement. Notwithstanding the Wage Schedule, certain Employees are to be paid wages greater than those provided in the Wage Schedule while such Employees continue to be employed in the job they are employed in as at July 1, 1991. Subject to Article 16.03(d) an Employee who is being paid wages in excess to those provided for in the Wage Schedule and who is transferred to another job shall be paid in accordance with the Wage Schedule. Attached as Schedule "B" are wage rate lists which have been prepared based upon the assumption that the Employee is performing the job that he was performing on July 1, 2000.

**26.02** On all shifts other than the regular day shift, a shift premium shall be paid for each hour worked in the amount of seventy (\$.70) cents.

Overtime premiums and shift premiums shall not be pyramided.

**26.03** The Employer agrees to negotiate with the Union for the rate of **pay** for **any** new or changed **job** prior to the rate **being installed**. However, if the Union and the Employer fail to agree on the new rate they shall install the new rate proposed by the Employer and the Union shall have the right to grieve whether or not the rate is in reasonable relationship to related or similar jobs presently in existence at the Employer

**26.04** The Employer agrees to use its best efforts to pay all Employees by cheque prior to quitting time on Thursday.

- (a) Employees electing direct deposit who wish to change for the Christmas holiday must inform the Payroll department, in writing, by December 10<sup>th</sup>.
- (b) The Employer agrees that direct deposit pays shall be available by noon each Thursday.
- (c) Vacation pay may be advanced to employees who take holidays before the plant shutdown on a pro – rated basis on a separate cheque.
- (d) In the event that the Employer makes a mistake with an Employee's cheque, **above \$50.00**, the Employer agrees to pay the amount owing on **a separate cheque** no later than the following day that a management person authorized to sign cheques is present in the plant.

**26.05** The Employer may from time to time hire apprentices. Apprentices shall **be** paid a wage which is **a** percentage of the rate provided in the Wage Schedule for the **job** in which the apprentice is training. The percentage payable shall be in accordance with the guidelines established by the applicable government authority. If no such guidelines exist the percentage shall be as agreed upon by the Employer and the Union.

## **ARTICLE 27 - HOURS OF WORK & OVERTIME**

**27.01** The standard work week for all Employees shall be forty (40) hours.

**27.02** All work performed by an Employee after forty (40) hours, except Sunday, shall be paid at time and one half (1 1/2). All work performed by an Employee after forty hours shall be paid at double time if performed on a Sunday.

To meet the forty hour requirement, the following shall be included:  
Hours actually worked, statutory holidays, scheduled vacation, jury duty, subpoenaed witness duty, paid bereavement leave and union business.

**27.03** Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.

**27.04** There shall be no pyramiding of overtime rates.

**27.05**

- (a) Overtime work shall be on a voluntary basis. The Employer shall make reasonable effort to distribute overtime opportunities equitably amongst the Employees on the shift who are in the job classification for which the overtime work is scheduled.
- (b) Where Employees are on temporary transfer to a job classification and an overtime opportunity arises in this job classification, the temporary transfer Employees will be offered the overtime opportunity, by seniority, after the Employees who are the regular Employees in the classification,
- (c) Shift Supervisor shall keep logs of overtime opportunities by shift and by job classification. Monthly summaries shall be posted and up-dated weekly.
- (d) For purposes of equitable distribution of overtime opportunities, the following shall be treated as overtime worked in the Employee's regular job classification:
  - (i) overtime actually worked by an Employee in a job classification other than his regular job classification or in his regular job classification;
  - (ii) the decline of an overtime opportunity; or
  - (iii) the inability to work an overtime opportunity due to absence.
- (e) Where practical, overtime opportunities shall be balanced on a monthly basis.
- (f) An Employee whose overtime opportunity rights have been violated, shall be given the opportunity to make up lost opportunities in priority to other Employees in his job classification and on his shift until such time as the Employee's opportunities have been balanced as provided in this Article,
- (g) Where an Employee outside of his regular job classification works overtime hours before those Employees available within the classification on the shift are offered the overtime hours, the Employee who was available and who should have been offered the overtime hours, in accordance with (a) above, shall be compensated an amount equivalent to the overtime pay such opportunity would have provided,

**27.06**

- (a) Employees shall be allowed a ten minute rest period approximately halfway through each half shift, and a five minute wash-up period immediately prior to the end of each shift.
- (b) Employees working overtime for three and one-half (3 1/2) or more hours shall be allowed a thirty (30) minute rest period to be scheduled by the Employer.
- (c) Employees assigned from one shift to another shall receive at least one (1) week notice prior to such reassignment. Employees exercising their seniority rights to change shifts shall be required to give one (1) week notice of their intention to allow the Company to provide the required notice to anyone being displaced.

**ARTICLE 28 – MEDICAL, DENTAL, AND PENSION BENEFITS**

**28.01** The Employer agrees to pay the premium cost of Great West Life Group Benefit Plan Policy #55514 during the term of this Agreement. A summary of the benefits and terms of qualification is attached as Schedule "C". The Employer may cancel the Great West Life Policy at any time provided that the Employer pays the premium cost of a policy or policies substantially similar to The Great West Life Policy in replacement of The Great West Life Policy.

**28.02** It is the mutual desire of the Employer and the Union that the insurance carrier which provides the weekly indemnity benefits process claims expeditiously and without delay. Where an employee experiences delays in the processing of a weekly indemnity claim, the Employer will co-operate with the employee and a union representative shall have access to the Insurance Claims Department for the purpose of determining the status of the claim and the information required of the claimant in order for the Insurance Company to adjudicate the claim. Where in the opinion of both the Employer and the Union representatives a claim is legitimate, the Employer agrees to use its best efforts to cause the Insurer to pay. Such best effort will not require the Employer to commence a law suit against the Insurer. **In order to ensure that Weekly Indemnity claims are expeditiously processed, such claims must be submitted within fifteen (15) calendar days of the commencement of the claim.**

**28.03** The Employer will continue the Walbar Pension Plan (Registration number 361683).

**28.04** The Walbar Employee Stock Purchase and Savings Plan not form a part of this Agreement and may be continued on such terms as the Employer dictates or may in the absolute discretion of the Employer be discontinued.

## **ARTICLE 29 - HEALTH and SAFETY**

**29.01** (a) The Employer agrees that it is the responsibility of the Employer to make adequate provision for the safety and health of the Employees during the working hours of their employment. The Employer acknowledges that it has responsibilities under the Occupational Health and Safety Act.

(b) It is mutually agreed that a Union Safety Committee consisting of three (3) employees selected by the Union shall meet with the Employer representative or representatives not less frequently than once a month, in accordance with the Occupational Health and Safety Regulations. Minutes of such meeting shall be posted on the notice board.

**29.02'** (a) The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of the Occupational Health and Safety Acts of Ontario, and

- 1) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- 2) To have an employee representative investigate all serious accidents.
- 3) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

(b) No disciplinary action shall be taken against any employee by reason of the fact that he/she has exercised the right conferred upon him/her under the Occupational Health and Safety Act.

**29.03** Adequate washroom and lunchroom facilities will be provided by the Employer and kept in a sanitary condition. The Employer shall supply towels and soap. Employees will cooperate by observing the simple rules of cleanliness.

**29.04** All Employees as well as the Employer shall observe the simple rules of good housekeeping and sanitation.

**29.05** The Employer agrees, against proven expenditure, to subsidize Employee prescription safety glasses expenses, to a maximum of one hundred and sixty dollars (\$160.00) once per twenty-four (24) month period per Employee.

**29.06** The Employer agrees, against proven expenditure, to subsidize Employee safety boot expenses as follows:

\$100.00 per year per Employee effective July 1, 2000.

### **ARTICLE 30 - UNION REPRESENTATIVE**

**30.01** If a Union representative who is not an Employee wishes to speak to a member of the grievance committee, he shall obtain the prior consent of the Operations Manager or the designate. Where consent is given, an appropriate place shall be provided **where** the Union representative and the member of the grievance committee may confer in private. The Employer reserves the right to limit the time taken if the Employer deems the time taken to be excessive.

### **ARTICLE 31 - HUMANITY FUND**

**31.01** The Employer will deduct one (1) cent per hour worked from employees in the bargaining unit and contribute such amount to the United Steelworkers of America Humanity Fund. Overtime hours, premium hours and hours paid but not worked shall not **be** hours worked for the purposes of this Article.

**31.02** Contributions to the fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year and forward such contributions to the United Steelworkers of America National Office.

**31.03** It is clearly understood that this fund is to be utilized strictly for the purposes specified in the Steelworkers Humanity Fund Inc. letter patent, dated March 12, 1986.

### **ARTICLE 32 - TECHNOLOGICAL CHANGE**

#### **32.01**

- (a) Where new equipment is to be installed which results in the lay-off of employees, the employer will give notice in writing to the Union advising:
- 1) the intended use of the new equipment
  - 2) the expected date that the equipment will be in production operation; and
  - 3) the expected number of employees and their job classifications that are likely to be affected.
- (b) The notice provided for in the subparagraph above shall be given within five (5) days of a final decision being made by the Company to purchase the new equipment. In no event will the notice be given of less than thirty (30) days prior to the new equipment being put into production operation.



- (c) The Employer confirms its commitment to train all employees in the classification in new techniques and the operation of new equipment where in the Employer's judgment it is efficient and productive to do so. Such judgment shall not be exercised in an arbitrary, unfair or discretionary manner.

Where an employee in the classification has not been trained and desires such training the Union and Company will meet to discuss design of a training plan for the individual.

- (d) No additional surveillance cameras will be installed in employee occupied areas.

**32.02 JOB SECURITY:** In order to provide job security for the members of the Bargaining Unit, the Company will attempt, consistent with its good business judgement, to secure the retention of the employees affected in the event of any change of the method or type of operation.

### **ARTICLE 33 - TERMINATION**

**33.01** This Agreement shall become effective on the 1st day of July, 2000 and shall continue in effect up to and including the 30th day of June, 2003.

**33.02** Either Party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of its operations.

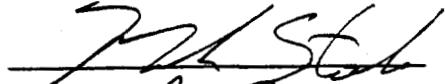
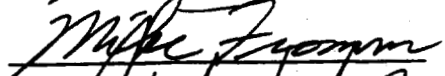
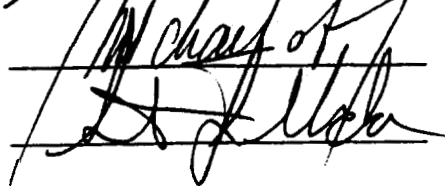
**33.03** If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

**33.04** It is agreed that all conditions presently in force but which are not specifically mentioned in the Agreement shall continue to be in full force and effect.

Duly executed by the Parties hereto as of the 1<sup>st</sup> day of July 2000.

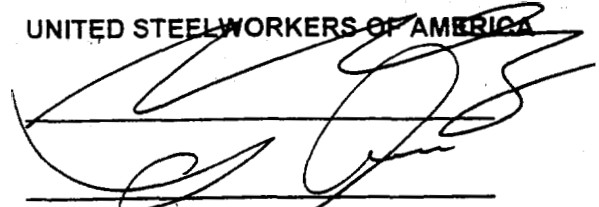
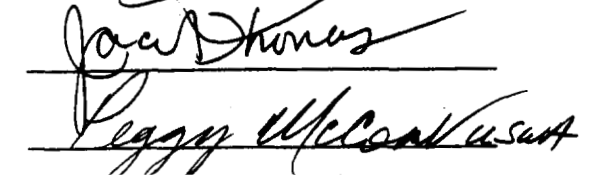
Signed on Behalf of the Employer

**WALBAR ENGINE COMPONENTS**

Signed on Behalf of the Union

**UNITED STEELWORKERS OF AMERICA**

**SCHEDULE A to the Collective Agreement Between Walbar Engine Components,  
and United Steelworkers of America as referred to in Article 26.01.**

## WAGE SCHEDULE

### WAGE GROUP AND CLASSIFICATION

#### Wage Group #1

Janitor  
Peening Machine Operator  
Loader  
Truck Driver  
N.D.T. Level 1  
Coating Room Hands

#### Wage Group #2

Finishing Bench Hands  
Milling Machine Operators  
Surface Grind Operators  
EDM Machine Operators  
Excello Operator  
Part Marking Hands  
Material Handler  
Receiving Inspectors  
Final Inspectors  
Lab Technician  
NDT Level 2

#### Wage Group #3

Quality Auditors  
Cylindrical Grind Operators  
Finishing Bench Level 2  
CBN Operator

#### Wage Group #4

Coating Room Operators  
Cylindrical Set-up and Development

#### Wage Group #5

Tool and Gauge Layout Inspectors

#### Wage Group #6

Maintenance Electricians  
Electrician/Electronics  
Maintenance Mechanics

**SCHEDULE A - GROUP RATES**

EFFECTIVE JULY 1, 2000 TO JUNE 30, 2001

GROUP NUMBER	STARTING	PROBATION COMPLETE	12-MONTH SERVICE	LEADHAND/ SET-UP MAN ALLOWANCE
	RATE "C"	RATE "B"	RATE "A"	RATE "A+"
1	14.25	14.64	15.02	16.88
2	14.64	15.02	15.38	17.26
3	15.57	15.94	16.33	18.19
4	16.45	16.83	17.20	19.06
5	19.94	20.31	20.68	22.56
6	22.48	22.81		24.68

**SCHEDULE A - GROUP RATES**

EFFECTIVE JULY 1, 2001 TO JUNE 30, 2002

GROUP NUMBER	STARTING	PROBATION COMPLETE	12-MONTH SERVICE	LEADHAND/ SET-UP MAN ALLOWANCE
	RATE "C"	RATE "B"	RATE "A"	RATE "A+"
1	14.64	15.04	15.43	17.35
2	15.04	15.43	15.80	17.74
3	16.00	16.38	16.77	18.69
4	16.90	17.29	17.67	19.58
5	20.49	20.87	21.25	23.18
6	23.10	23.44		25.36

**SCHEDULE A - GROUP RATES**

**EFFECTIVE JULY 1 2002 TO JUNE 30, 2003**

<b>GROUP NUMBER</b>	<b>STARTING RATE "C"</b>	<b>PROBATION COMPLETE RATE "B"</b>	<b>12-MONTH SERVICE RATE "A"</b>	<b>LEADHAND/ SET-UP MAN ALLOWANCE RATE "A+"</b>
1	15.04	15.45	15.85	17.82
2	15.45	15.85	16.24	18.23
3	16.44	16.83	17.24	19.20
4	17.36	17.77	18.16	20.12
5	21.05	21.44	21.84	23.81
6	23.74	24.09		26.05

**SCHEDULE "C"** to the Collective Agreement Between Walbar Engine Components and United Steelworkers of America made as of the 1st day of July, 2000.

I. Pursuant to Article 28.01, the Employer will pay the premium cost of Great West Life Assurance Company Group Insurance Plan Policy #55514 (the "Policy"). While the benefits and the terms and conditions to qualify for such benefits are governed by the Plan, a summary of the benefits is as follows:

**1. Life Insurance**

Employee	-	\$25,000
Spouse	-	\$5,000
Child	-	\$3,000

**2. Accidental Death and Dismemberment**

Employee	-	\$25,000
----------	---	----------

**3. Weekly Indemnity Benefits**

Weekly Indemnity Benefits are based upon 75% of the Employees regular weekly earnings, calculated on a forty (40) hour week with a maximum amount of benefit not to exceed 2/3 of the maximum insurable earnings in effect under Unemployment Insurance Regulations as at the commencement of disability.

**Payment** commences on:

1st day - Accident or Hospitalization

8th day - Illness, for a maximum of 26 weeks for each period of disability.

#### **4. Healthguard Medical Benefits**

Healthguard Benefits provided payment towards reasonable and necessary health expenses, which are listed below, if not covered by a government plan and incurred by Employee or Employee's insured dependents. Benefits are paid from the first dollar of expenses, unless otherwise noted.

- (i) Charges for private duty nursing in the Employees' home by a registered graduate nurse who is not ordinarily resident in the Employees' home and is not related to the Employee or the Employee's dependents, provided the service was recommended and approved by a licensed physician, to a maximum of thirty thousand dollars (\$30,000.00) per calendar year.
- (ii) Services and supplies from a licensed hospital, room (semi-private or private) and board and hospital supplies for care and treatment not covered by provincial plans.
- (iii) Cost of drugs and medicines dispensed by a physician or a licensed pharmacist on a written prescription of a physician, subject to a deductible of twenty-five dollars (\$25.00) per calendar year per Employee or twenty-five dollars (\$25.00) per calendar year per family.
- (iv) Over-the-counter drugs are not covered. Claims for such drugs submitted to the insurance company during the first year prior to ratification shall be honoured if the drug was dispensed by a licensed physician or a licensed pharmacist in a written prescription.
- (v) Up to \$15.00 a visit by a licensed chiropractor, naturopath, podiatrist, physiotherapist, speech therapist and masseur when the maximum number of visits permitted by Medicare have been paid.
- (vi) Fee of licensed psychologist; up to \$15.00 per half hour for individual psychotherapy and testing; up to \$15.00 for other visits.
- (vii) Rental of wheelchair, hospital bed, crutches or iron lung and purchase price (but not replacement) of artificial limbs or other prosthetic appliances recommended and approved by licensed physician.
- (viii) Oxygen and its administration.

- (ix) Cost of local ambulance service.

## 5. Healthguard Dental Benefits

Healthguard Dental Benefits provide payment for the reasonable charges incurred by Employee or Employee's insured dependents for necessary dental services provided by a dentist, subject to a deductible of Twenty-five dollars (\$25.00) per calendar year per Employee or twenty-five dollars (\$25.00) per calendar year per family. The amount **charged** will be paid up to the amount shown in the fee schedule of the dental association of the Employee's province of residence at the time treatment is provided. In the absence of any provision in the fee schedule, the amount payable shall **be** the reasonable and customary charges as determined by The Great West Life Assurance Company.

Payments are made for the following expenses:

- (i) Routine examinations (with a limit of not more than one examination every six months).
- (ii) X-rays.
- (iii) Fillings
- (iv) Extractions.
- (v) Oral surgery which includes procedures such as excision of cysts and tumors.
- (vi) Cleaning and scaling.
- (vii) Fluoride treatments.
- (viii) Periodontal care (treatment of gums) excluding periodontal prosthesis.
- (ix) Endodontics (e.g. root canal therapy).
- (x) Space maintainers and retainers for missing primary teeth.
- (xi) Relining and rebasing of dentures.
- (xii) Repair of dentures.
- (xiii) Orthodontics to a lifetime maximum of \$1500.00 per Employee or family member.

II. Eligibility for Great West Life Assurance Company Policy Benefits and **Walbar** Pension Plan while Employee is laid off on sick leave, on leave of absence or **otherwise** not at work.

1. Employee is absent due to sickness or accident:
  - (a) the Company shall make payments under the Policy so that the Employee *is* eligible for Policy benefits for the period of ~~six~~ (6) months from commencement of the sickness or accident: and
2. Where an Employee is laid off:
  - (a) the Company shall make payments under the Policy so that the Employee is eligible for Policy benefits (subject to the exception below with respect to weekly indemnity benefits) for the period of three (3) months from the commencement of the lay-off; the Employee shall cease to **be** eligible for weekly indemnity benefits effective at the date of the lay-off except that where an Employee, at the date of lay-off is receiving weekly indemnity benefits, the ~~Employee~~ shall continue to be eligible for weekly indemnity benefits as if he had not been laid off: and
3. Employees who are absent for reasons other than those referred to in paragraphs 1 and 2 above, shall cease to have payments made on their behalf and shall cease to be eligible for Policy benefits effective the **date** of their absence.
4. Employees who are participating in the Walbar Pension Plan remain a participant in the Plan for a period of 365 calendar days from the date of lay-off.
5. If Employees require any additional information regarding benefits, they can refer to the Group Benefit Plan Booklet.



**COLLECTIVE AGREEMENT**

**BETWEEN:  
WALBAR ENGINE COMPONENTS  
A Subsidiary The BFGoodrich Company  
-and-**

**UNITED STEELWORKERS OF AMERICA**

**LETTERS OF UNDERSTANDING**

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**LETTER OF UNDERSTANDING NO. 1  
UNION LEAVE**

**LETTER OF UNDERSTANDING, made as of the 1st day of July, 2000.**

**BETWEEN:**

**WALBAR ENGINE COMPONENTS  
(the "Employer")**

**and**

**UNITED STEELWORKERS OF AMERICA  
(the "Union")**

**WHEREAS** the Employer and the Union have entered into a collective bargaining agreement made as of the 1st day of July, 2000 with respect to a bargaining unit located at the Employer's Aerowood Drive location.

**AND WHEREAS** the Employer has agreed to grant and to pay for union educational leaves, **subject** to the terms and conditions herein;

**NOW THEREFORE IN CONSIDERATION OF** the covenants herein contained, the parties hereto agree as follows:

1. The Employer shall allow Employees, as that term is defined by this Collective Agreement, time from work to attend Union conventions or schools subject to terms and condition set forth below.
2. The Union may select Employees provided that notice is given at least five days prior to the leave and the leave does not interfere unduly with the operations of the Plant that the Employee works at. No such leaves will be denied until they have been discussed between the Human Resources Manager and the Unit Chairperson.
3. An Employee who attends such conventions or schools will be paid by the Employer at his regular hourly rate for the normally-scheduled number of hours the Employee would otherwise have worked, but for his attendance at the convention or school, to a maximum of eight hours per day.
4. The maximum man days granted and paid for, subject to the limitations and restrictions herein, by the Employer are as follows *for* each period:

- a) July 1, 2000 to June 30, 2001; twenty-five (25) days
- b) July 1, 2001 to June 30, 2002; twenty-six (26) days
- c) July 1, 2002 to June 30, 2003. twenty-seven (27) days

Duly executed by the Parties hereto as of the 7<sup>TH</sup> day of November 2000

Signed on Behalf of the Employer

Signed on Behalf of the Union

**WALBAR ENGINE COMPONENTS**

**UNITED STEELWORKERS OF AMERICA**

*John Stroh*  
*Mike Fromm*  
*Michael A. J.*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*Jack Thomas*  
*Peggy McLean USA*

## **LETTER OF UNDERSTANDING NO. 2**

### **JOINT EMPLOYER/UNION JOB POSTING COMMITTEE**

**LETTER OF UNDERSTANDING made as of the 1st day of July, 2000.**

**BETWEEN:**

**WALBAR ENGINE COMPONENTS**

(the "Employer")

**and**

**UNITED STEELWORKERS OF AMERICA**

(the "Union")

**WHEREAS** the Employer and the Union have entered into a collective bargaining agreement made as of the 1st day of July, 2000 with respect to a bargaining unit located at the Employer's Aerowood Drive location.

**AND WHEREAS** the Employer and the Union wish to clarify their intent in relation to the interpretation and administration to be placed upon certain Articles of the Collective Agreement;

**NOW THEREFORE IN CONSIDERATION OF** the covenants herein contained, the parties hereto agree as follows:

1. The matters contained herein shall be deemed to form part of this Collective Agreement and accordingly shall be grievable and arbitrable under the Collective Agreement.
2. In addition to their functions concerning job postings, the Joint Employer/Union Job Posting Committee shall use their best efforts to agree upon and establish job descriptions.
3. Within thirty (30) days of ratification the Committee shall meet to set a timetable. The timetable will allow for each job classification to be reviewed before the expiry of the Collective Agreement.

4. The Committee shall fully investigate each job classification to determine what Employees in the **job** classifications do. The understandings of the subcommittee on job classifications shall be used as a starting point for the investigation of the Joint Employer Union Job Posting Committee. It is acknowledged that the said understandings are not complete and further investigation and work is required.
  
5. The Union recognizes the need of the Employer to retain its flexibility in assigning tasks to Employees to ensure the efficient operation of the plant. The Employer agrees not to exercise its rights in a manner inconsistent with the terms of the Collective Agreement.

Duly executed by the parties hereto as of the 7<sup>TH</sup> day of November, 2000

Signed on Behalf of the Employer

Signed on Behalf of the Union

**WALBAR ENGINE COMPONENTS**

*[Signature]*  
*Mike Fromm*  
*Michael [unclear]*  
*[Signature]*

**UNITED STEELWORKERS OF AMERICA**

*[Signature]*  
*[Signature]*  
*Joel Thomas*  
*Peggy McLean USWA*

**LETTER OF UNDERSTANDING NO. 3**

**LAY-OFF EXAMPLE**

**LETTER OF UNDERSTANDING made as of the 1st day of July, 2000**

**BETWEEN:**

**WALBAR ENGINE COMPONENTS**

(the "Employer")

**and**

**UNITED STEELWORKERS OF AMERICA**

(the "Union")

**WHEREAS** the Employer and the Union have entered into a collective bargaining agreement made as of the 1st day of July, 2000 with respect to a bargaining unit located at the Employer's Aerowood Drive location.

**AND WHEREAS** the Employer and the Union wish to provide an example of how the lay-off procedures are intended to work under Article 15.01(b).

**NOW THEREFORE IN CONSIDERATION OF** the covenants herein contained, the parties hereto agree as follows:

1. The matters contained herein shall be deemed to form part of this Collective Agreement and accordingly shall be grievable and arbitrable under this Collective Agreement.

2. An example of how Article 15.01 (b) is intended to work *is*:

Employee "A"

5 years total seniority at the plant.

The last 3 months being worked in a Group 2 job classification.

Employee "B"

4 years total seniority at the plant.

all 4 years worked in a Group 2 job classification.

Both Employees at present working in the same Group 2 job classification.

If the **Employer** decided to lay-off an Employee in that Group 2 job classification, Employee "B" would be laid off as he has less total plant seniority than Employee "A". It does not matter that Employee "A" had worked in a particular job classification for a shorter period of time than Employee "B". It is the total plant seniority that counts.

Employee "B" would be able to bump in another Group 2 job classification or to any job classification in a group which is lower than Group 2. "Bump" means that Employee "B" could take the job of someone who had less total plant seniority.

When bumping the same or lower job classification, the only requirement would be that Employee "B" be able to do the job within the orientation period. It would not be the Employer which would tell Employee "B" which job classification to "Bump" into. This would be up to Employee "B" based upon his seniority and his qualifications.

The above examples assume that the remaining Employees in the job classifications affected are able to **do** the work that remains to be done by Employees in those job classifications.

Duly executed by the parties hereto as of the 7<sup>TH</sup> day of November 2006

Signed on Behalf of the Employer

Signed on Behalf of the Union

**WALBAR ENGINE COMPONENTS**

**UNITED STEELWORKERS OF AMERICA**

Tom Steh  
Mike Fromm  
Michael at  
St. John

[Signature]  
[Signature]  
Jared Thomas  
Peggy effelcont uswa

**LETTER OF UNDERSTANDING NO. 4**

**SET-UP MEN**

**LETTER OF UNDERSTANDING MADE AS OF THE 1st day of July, 2000**

**BETWEEN:**

**WALBAR ENGINE COMPONENTS**

*(the "Employer")*

**and**

**UNITED STEELWORKERS OF AMERICA**

*(the "Union")*

**WHEREAS** the Employer and the Union have entered into a collective bargaining agreement made as of the 1st day of July, 2000 with respect to a bargaining unit located at the Employer's Aerowood Drive location.

**AND WHEREAS** the Employer and the Union wish to confirm their interpretation of the collective agreement as it relates to the occupation of Set-up Men as set out in Schedule A - Wage Schedule - Groups 1,2 and 3;

**NOW THEREFORE IN CONSIDERATION OF** the covenants herein contained, the parties hereto agree as follows:

1. The matters contained herein shall be deemed to form part of this Collective Agreement and accordingly shall be grievable and arbitrable under this Collective Agreement.
2. For the purpose of wage rates and where applicable, the "Set-up Man" wage rate shall be the same as "Lead Hand" wage rate, as set out in "Schedule A-Group Rates".
3. For the purpose of lay-off, the classification of "Set-up Man" and "Lead Hand" shall be treated as the same classification.



Duly executed by the parties hereto as of the 7<sup>th</sup> day of November 2000

Signed on Behalf of the Employer

Signed on Behalf of the Union

**WALBAR ENGINE COMPONENTS**

**UNITED STEELWORKER OF AMERICA**

Paul Stok  
Mike Fromm  
Michael J.  
David Hob

[Signature]  
[Signature]  
Scott Thomas  
Peggy Affelant Kuswa

**LETTER OF UNDERSTANDING NO. 5**  
**MULTI-MACHINE INCENTIVE PROGRAM**

**LETTER OF UNDERSTANDING made as of the 1st day of July, 2000**

**BETWEEN:**

**WALBAR ENGINE COMPONENTS**

(the "Employer")

**and**

**UNITED STEELWORKERS OF AMERICA**

(the "Union")

**WHEREAS** the Employer and the Union have entered into a collective bargaining agreement made as of the 1st day of July, 2000 with respect to a bargaining unit located at the Employer's Aerowood Drive location.

**AND WHEREAS** the Employer and the Union desire to improve the productivity of certain machines:

**AND WHEREAS** the Employer and the Union wish to confirm their understanding of the collective agreement as it relates to the Multi-Machine Incentive Program as herein provided;

**NOW THEREFORE IN CONSIDERATION OF** the covenants herein contained, the parties hereto agree as follows:

- I. The matters contained herein shall be deemed to form part of this Collective Agreement and accordingly shall be grievable and arbitrable under this Collective Agreement.
2. The Employer and the Union agree to the establishment of a "Multi-Machine Incentive Program": which will pay machine operators, who simultaneously operate more than one Designated machine, an incentive rate.

The terms of the Multi-Machine Incentive Program are set forth in this Letter of Understanding.

3. "Designated Machines" shall mean more than one machine which qualify an operator who simultaneously operates more than one of the said machines for the Multi-Machine Incentive. Prior to making any additional designations, the Employer shall negotiate with the Union. Such

designations attached to this Letter of Understanding are the current list of machines which have been designated. The "Multi-Machine Incentive Rate" shall be the rate ordinarily paid to an operator to operate one of the Designated Machines, plus an additional \$1.10 per hour.

4. The Multi-Machine Rate shall be payable for each hour or part thereof that an operator operates simultaneously more than one of the Designated Machines.
5. The Employer in its discretion shall determine whether operators will or will not operate more than one of the Designated Machines simultaneously. Should the Employer determine to utilize operators on more than one of the Designated Machines simultaneously, those operators on the shift in question who are operating the affected Designated Machines shall be offered the opportunity to do so in accordance with seniority.
6. Should operators be displaced as a result of the Multi-Machine Incentive Program, the Union and the Employer shall negotiate the relocation of the affected operators.
7. It is agreed and understood that operators who operate two or more machines where such machines are not designated for the Multi-Machine Incentive Program shall not be entitled to any additional payment and in particular shall not be entitled to the Multi-Machine Incentive Rate. EDM Operators shall be eligible to participate in the Multi-Machine Incentive Program when operating three or more machines simultaneously.

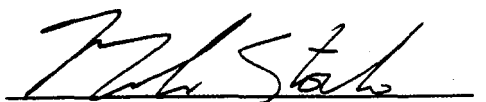


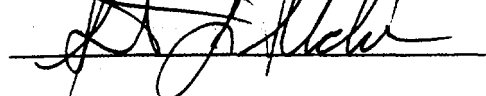
Duly executed by the parties hereto as of the 7<sup>TH</sup> day of November, 2000

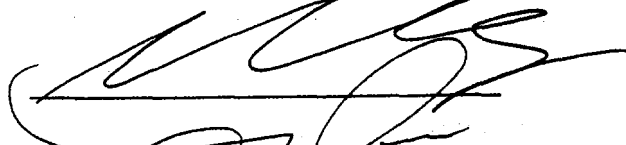
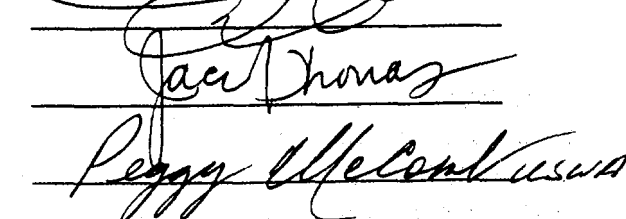
Signed on Behalf of the Employer

Signed on Behalf of the Union

**WALBAR ENGINE COMPONENTS**

**UNITED STEELWORKERS OF AMERICA**

**LETTER OF-UNDERSTANDING NO. 6**

**HOURS OF WORK**

**LETTER OF UNDERSTANDING made as of the 1st day of July, 2000.**

**BETWEEN:**

**WALBAR ENGINE COMPONENTS**

(the "Employer")

**and**

**UNITED STEELWORKERS OF AMERICA**

(the "Union")

**WHEREAS** the Employer and the Union have entered into a collective bargaining agreement made as of the 1st day of July, 2000 with respect to a bargaining unit located at the Employer's Aerowood Drive location.

**NOTWITHSTANDING** Article 27 of the Collective Agreement, the Employer and the Union **have** agreed to hours of work as provided below.

1. Each employee will **be** paid for eight (8) hours per shift.
2. One ten (10) minute paid coffee break per shift.
3. One twenty-five (25) minute paid lunch break per shift.
4. One five (5) minute paid wash-up at shift end, only if relieved **by** employee from the next shift.
5. Three (3) shift operations:

<u>SHIFT</u>		<u>SHIFT DURATION</u>
DAYS	A-SHIFT	7:00AM - 3:00PM
AFTERNOON	B-SHIFT	3:00PM - 11:00PM
MIDNIGHT	C-SHIFT	11:00PM - 7:00AM

6. One (1) and two (2) shift operation:

<u>SHIFT</u>		<u>SHIFT DURATION</u>
DAYS	A-SHIFT	7:00AM - 3:00PM
AFTERNOON	B-SHIFT	3:00PM - 11:00PM

One (1) and two (2) shift operation employees will receive the five minute wash-up prior to shift end without relief.

7. The regular work week shall be from Monday to Friday. Employees assigned to the "C" Shift will start their regular work week on Sunday night and complete their work week on Friday morning.
8. The provisions contained in this Letter of Understanding shall remain in effect during the duration of the Collective Agreement subject to cancellation at any time during the duration of the Collective Agreement by the Employer upon the Employer giving the Union 60 days advance notice of cancellation. If such notice is given, the provisions of Article 27 shall again become effective at the expiry of the notice of cancellation and the 25 minutes paid lunch shall revert back to a 30 minute unpaid lunch, the two ten minute paid rest periods will replace the one ten minute paid rest period and the two five minute wash-up periods shall be reinstated. In any event the regular work week shall be from Monday to Friday.

Duly executed by the parties hereto as of the 7<sup>TH</sup> day of November, 2000

Signed on Behalf of the Employer

Signed on Behalf of the Union

**WALBAR ENGINE COMPONENTS**

**UNITED STEELWORKERS OF AMERICA**

John Stoh  
Mike Fegum  
Michael  
St. John

[Signature]  
[Signature]  
Jan Thomas  
Peggy McCombs UAW

**LETTER OF UNDERSTANDING NO. 7**

**PROOF PERFORMANCE PLAN**

**LETTER OF UNDERSTANDING made as of the 1st day of July, 2000.**

**BETWEEN:**

**WALBAR ENGINE COMPONENTS**

(the "Employer")

and

**UNITED STEELWORKERS OF AMERICA**

(the "Union")

**WHEREAS** The Employer and the Union have entered into a collective bargaining agreement made as of the 1<sup>st</sup> day of July, 2000 with respect to a bargaining unit located at the Employer's Aerowood Drive location.

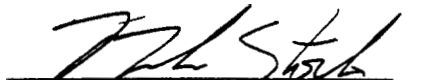

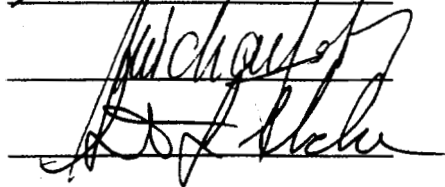
The Union and the Employer agree that the Employer may, at its discretion, implement a profit sharing plan in which targets and measurements are within the sole control of the Company. Such a program shall not be part of the Collective Agreement **because** any payments made under the Plan are not guaranteed but depend on the **Company's** performance.

Duly executed by the parties hereto as of the 7<sup>th</sup> day of November 2001


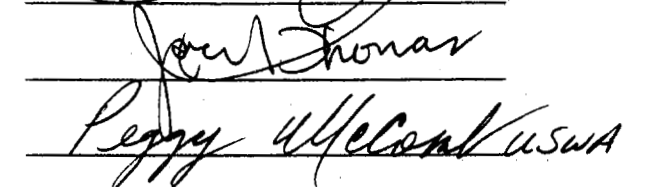
Signed on Behalf of the Employer

Signed on Behalf of the Union

**WALBAR ENGINE COMPONENTS**

**UNITED STEELWORKERS OF AMERICA**

**LETTER OF UNDERSTANDING NO. 8**

**EARLY RETIREMENT INCENTIVE**

**LETTER OF UNDERSTANDING** made as of the 1st day of July, 2000.

**BETWEEN:**

**WALBAR ENGINE COMPONENTS**

(the "Employer")  
and

**UNITED STEELWORKERS OF AMERICA**

(the "Union")

**WHEREAS** The Employer and the Union have entered into a collective bargaining agreement made as of the 1<sup>st</sup> day of July, 2000 with respect to a bargaining unit located at the Employer's Aerowood Drive location.

Hereby agree to the following:

1 Retirement Incentive

At the Employer's discretion a specified number of early retirement opportunities may be advertised in the plant for a period of 30 calendar days. Any individuals eligible for early retirement under the Company's Pension Plan interested in applying for the early retirement incentive will be required to submit a signed application for such opportunity before the 30 calendar day window closes.

The early retirement opportunity will be awarded to the senior employee(s) who have submitted a signed application within the specified time frame. The employee's exact date of retirement will be determined by the Company after discussing the matter with the employee. Upon receiving the pension calculation the employee will have a period of 10 days to decide whether they desire to accept the early retirement opportunity. Within this 10 day period, the individual will be required to sign a non-revocable form confirming his/her desire to accept the early retirement opportunity.

The early retirement incentive will be calculated based on a formula of 2 weeks for each complete year of service up to a maximum of 30 weeks. A week is defined as 40 hours multiplied by the employee's hourly rate of the regular permanent position he/she was working at the time they applied for the early retirement opportunity.

In no case will the number of weeks paid as the early retirement incentive exceed the number of weeks the employee has left to normal retirement (65 years of age).

The normal terms and conditions of retirement under the Pension Plan rules will govern the employee on and after their date of retirement from the Company.

The early retirement incentive will not qualify as pensionable earnings under the Pension Plan.

Duly executed by the parties hereto as of the 7<sup>TH</sup> of November, 2000

Signed on Behalf of the Employer

Signed on Behalf of the Union

**WALBAR ENGINE COMPONENTS**

**UNITED STEELWORKERS OF AMERICA**

*[Signature]*

*[Signature]*

*Mike Fromm*

*[Signature]*

*[Signature]*

*Jane Thomas*

*[Signature]*

*Peggy McClellan USWA*



**LETTER OF UNDERSTANDING NO. 9**

**MEMORANDUM OF AGREEMENT**

**LETTER OF UNDERSTANDING made as of the 1st day of July, 2000.**

**BETWEEN:**

**WALBAR ENGINE COMPONENTS**  
(the "Employer")

and

**UNITED STEELWORKERS OF AMERICA**  
(the "Union")

**WHEREAS** The Employer and the Union have entered into a collective bargaining agreement made as of the 1<sup>st</sup> day of July, 2000 with respect to a bargaining unit located at the Employer's Aerowood Drive location.

The Company and the Union agree to convene a joint meeting within sixty (60) days of the effective date of the Collective Agreement for the purpose of reviewing the procedure whereby overtime is assigned in order to reduce **any** inequities, **provide** employees additional notice of overtime requirements and allow management to handle the overtime requirements efficiently.

Duly executed by the parties hereto as of the 7<sup>TH</sup> day of November 2000

Signed on Behalf of the Employer

Signed on Behalf of the Union

**WALBAR ENGINE COMPONENTS**

*John Stah*  
*Mike Ferguson*  
*Michael J.*  
*St. J. Wood*

**UNITED STEELWORKERS OF AMERICA**

*[Signature]*  
*Joe Thomas*  
*Peggy Allent USA*

**BFGoodrich**  
**Aerospace**

**Walbar**  
**Engine Components**  
1303 Aerowood Drive  
Mississauga, ON L4W 2P6  
TEL 905/602-4041  
FAX 905/625-8360

The BFGoodrich Company

November 6, 2000

File: Article 14

Mr. Jacob Thomas  
Unit Chairperson  
Local 4970, USWA

Dear Jacob:


The following will serve to clarify the common understanding of the application of Article 14.02(b) with respect to whether employees who are laid off from the plant are eligible to bid on positions which are posted in accordance with this Article 14.

As was discussed, the parties mutually agreed that employees who are laid-off from the plant are in fact eligible to bid on all positions which are posted under this Article 14.

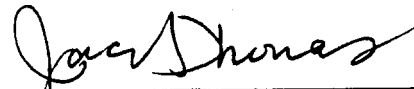
Please sign below to indicate your concurrence with the foregoing.

Yours truly,

I CONCUR,



Mark Stock  
Manager Human Resources



Jacob Thomas  
Unit Chairperson, Local 4970