



LTV COPPERWELD

COLLECTIVE

AGREEMENT

between

**LTV COPPERWELD,
Automotive Group Canadian Operations**

Woodstock, Ontario

and

**THE NATIONAL
AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
CAW-CANADA AND ITS LOCAL 636**

— 1099102

December 20, 1999 - March 31, 2003

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COLLECTIVE AGREEMENT

Between

LTV COPPERWELD Automotive Group Canadian Operations, Woodstock, Ontario
hereinafter called "The Company"

Of the First Part

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA, CAW-CANADA, AND ITS LOCAL 636, an
unincorporated voluntary association, hereinafter called "The Union".

Of the Second Part

PURPOSE

1. The purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees and to set up means for the prompt and equitable disposition of grievances. It is also to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

RECOGNITION

2. (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in respect of hours, wages and all other working conditions.
(b) For the purpose of this Agreement, the term employee or employees shall mean an employee or employees at Woodstock, save and except Co-ordinator, persons above the rank of Coordinator, office staff and such other persons as may be agreed upon.

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NON-DISCRIMINATION

3. (a) **The Company and the Union agrees that there will be no discrimination, interference, restraint, or coercion exercised by either of them or by any of their respective representatives, with respect to any employee because of his/her race, sex, religion, dependents, or membership or non-membership in, or connection with or lack of connection with the Union, and that membership in the Union by the employees who are eligible to join will not be discouraged by the Company.**
- (b) **The Union further agrees that there will be no Union activity during working hours except that which is necessary in connection with handling of grievances and the administration of this Agreement and that there will be no solicitation of membership or collection of Union dues during working hours.**

RESERVATION OF MANAGEMENT RIGHTS

4. **The Union acknowledges that it is the function of the Company to:**
- (a) **Operate and manage its business in all respects in accordance with its commitments and responsibilities and to establish rules and regulations in order to maintain discipline, order and efficiency, provided such rules and regulations are not inconsistent with the terms of the Agreement.**
- (b) **Hire, discharge, suspend, transfer, promote, demote, or otherwise discipline employees for just cause, provided that a claim of unfair promotion or demotion, or a claim that an employee has been suspended, transferred, discharged or disciplined without proper cause, may be the subject of a grievance and dealt with as hereinafter provided.**
- (c) **Determine the products to be manufactured, the schedules of production, assignment of personnel, the location of departments and machines and the work to be done on them, method of manufacturing, engineering and design of products, control of raw material and parts.**

STRIKES & LOCKOUTS

5. (a) In view of the reasonable procedure established herein for the disposition of employees' complaints and grievances, the Company agrees that it will not cause or direct any lock-out of its employees for the duration of this Agreement
- (b) The Union agrees for the duration of this Agreement that there will be no strikes or other collective action which will stop or interfere with the production of the Company.
- (c) The reference to "Strike" and "Lock-out" as used herein are agreed to have meanings as defined in the Ontario Labour Relations Act, R.S.O. 1970, C232, 36 and amendments thereto.

REPRESENTATION PLANT COMMITTEE & STEWARDS

6. (a) The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee of regular employees which will be known and recognized as the Plant Committee. The Plant Committee will consist of four (4) members, one of whom may be designated as a benefits representative and who shall have at least one year's seniority. Members of the Plant Committee shall be retained on day shift only.
- (b) The Company will recognize one (1) of the four (4) Committee persons as full-time Plant Chairperson who will receive the rate currently in effect. A fully equipped office will be provided.
- (c) The Company will recognize and bargain with the said Committee on all matters properly arising during the time that this Agreement is in effect and the Company and the Committee will cooperate in the administration of this Agreement.
- (d) The Company will recognize one (1) Steward for each department of a minimum of twenty (20). Departments of less than twenty (20) employees will be combined. The Union will appoint a temporary steward for off-shifts; such appointments will be posted by the Union for the department(s) concerned. Existing zones and representation may only be changed in agreement with the Company. All Stewards must have at least six (6) months seniority. Each of the three Skilled Trades Group will have their own steward off shift.
- (e) The Union acknowledges that Committee persons and Stewards will continue to perform their regular duties on behalf of the Company. Before leaving his/her regular duties, a Committee person or Steward must obtain permission of his/her Coordinator, make known his/her destination and return report to his/her Coordinator at the time of his/her return. The elapsed time shall be recorded on the Committee person's or Steward's work ticket and initialed by the Committee person or Steward and the Coordinator. He/she shall also report to the Coordinator of any department he/she has found necessary to visit, state the reason for doing so and

secure permission before entering; the unavailability of a Co-ordinator shall not preclude entry into a department. Permission requested under this clause shall not be unduly withheld.

- (9) Time spent during regular working hours by a Committee person, Steward or necessary employee(s), whose presence has been approved by the Company, in connection with the administration of this Agreement will be paid for at his/her applicable rate if he/she is on hourly work or, if on incentive, at the average earned hourly rate exclusive of overtime for the pay period immediately prior.
- (g) On the request of either party, the Union Plant Committee and representatives of the Company shall meet at least once every two (2) months until the expiry of this Collective Agreement for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Collective Agreement. Such meetings will be held on Fridays at 1:00 p.m.
- (h) The Company will supply the Union with a list of Coordinators and any other persons with authority and will indicate the extent of their authority.
- (f) The Union will supply the Company with a list of Committee persons and Stewards and will indicate the zones represented.
- (i) National Representatives may be present at any meeting between the Company and the Union when requested by either the Company or the Union.

UNION SECURITY

- 7. (a) During the term of this Agreement, the Company will, as a condition of employment in the bargaining unit, require each new employee, after thirty (30) days of employment, to join the Union and to authorize the Company to deduct from his/her wages such initiation fees, dues and assessments, as may be required to join and remain in good standing.
- (b) Present and future Union members of the bargaining unit will be required to pay Union monthly dues and maintain membership in good standing as a condition of employment
- (c) Any Increase of dues or additional assessments will only be applied by the Company upon receipt of a written notification signed by the Financial Secretary of the Local Union 636.
- (d) All monies so collected by the Company on behalf of the Union will be remitted to the Financial Secretary of Local 636 by the 20th of the current month.
- (a) The Union and the employees agree that in return for such Union Security they must accept the Liability for any violation of the no-strike provisions of this Agreement and accordingly it is agreed that in the event of any violation of the no-strike clause (clause 5) of this Agreement, by the Union

and/or the employees, or a group of employees, and the provisions of the Union Security clause will become null and void.

- (f) The Company will pay 1e for each straight time hour worked into the Paid Education Leave Fund.
- (g) The Company will pay 1e for each straight time hour worked into the Social Justice Fund.

COMPLAINT PROCEDURE

- 8. (a) An Employee or the Union, having a complaint within the terms and provisions of this Agreement shall not later than ten (10) working days after the commencement of the alleged occurrence causing the complaint, accompanied by a Steward or Committee person, submit such complaint to the Co-ordinator of his/her Department. The Co-ordinator shall give a decision within one (1) full working day, unless a longer time is agreed upon by the conferring parties. When the complaint procedure has been adhered to and if the decision of the Co-ordinator is not considered to be satisfactory, the matter may then be dealt with under the grievance procedure.
- (b) This will confirm understanding between the Company and the Union that blatant transfer violations will be handled in an expedient manner by the Co-ordinator as long as violation is without question.

GRIEVANCE PROCEDURE

- 9. (a) If an Employee or the Union has complied with the provisions of the complaint procedure, the matter shall be reduced to writing within ten (10) working days from receiving the Co-ordinator's answer at the complaint procedure stage, on a form supplied in quadruplicate by the Company, and the following steps of the Grievance Procedure shall be followed

Step No. 1 (Co-ordinator)

- (b) The written grievance in quadruplicate signed by the employee and the Steward or Committee person concerned shall be presented to the immediate Co-ordinator of the employee concerned. After such discussion as is necessary the Co-ordinator shall give his answer in writing within one (1) day, following receipt of such grievance.
- (c) The Co-ordinator will return two copies of the grievance form to the Steward or Committee person concerned, retain two (2) copies, one of which he/she will immediately submit to his/her department Manager.

step No. 2 (Department Manager)

- (d) **In the event that the proceedings of Step No. 1 do not result in a satisfactory settlement, a written appeal recorded on the grievance forms must be submitted to the Department Manager within three (3) working days. Upon receipt of an appeal, the Department Manager will meet with the Committee person and Steward if requested, the employee concerned and with the Co-ordinator. In any grievance invoking time standards the Industrial Engineering shall also be present; such meeting will be held within two (2) days unless a longer period may be agreed upon.**

At any meeting the Division Head concerned may be present. The Department Manager shall give his answer in writing within one (1) full working day following completion of the discussions or such longer time as may be agreed upon.

- (e) **The disposition of the grievance at the step will be entered on the copies of the grievance form held by the Department Manager, the Co-ordinator and also the copies held by the Steward or Committee person. Two (2) copies will be given to the Union and two (2) copies will be retained by the Department Manager, one of which will be forwarded to a duly designated representative of the Company.**

step No. 3 (Company Representatives)

- (f) **If the decision as rendered in Step No. 2 is not satisfactory, written notice of appeal recorded on the grievance form must be presented to the Department Manager concerned, by the Chairperson of the Plant Committee within three (3) full working days, unless a longer period has been agreed on by the conferring parties. Such notice will immediately be forwarded to a designated Representative of the Company.**
- (g) **The Plant Committee and a duly designated Representative(s) of the Company will meet at a time agreed upon, but no later than five (5) working days, or in the case of discharge, two (2) full working days after notice has been given, or such longer period as may be agreed upon.**
- (h) **The written disposition of the Company Representative will be given within one (1) week following such meeting, or such longer period as may be agreed upon, and will be recorded on all copies held by the Company and the Union, and the Union will retain one copy.**
- (i) **If the Company has a grievance it shall be taken up with the Plant Committee and a duly designated Representative(s) of the Company and written disposition must be given by the Union within one (1) week following the meeting, or such longer period as may be agreed upon.**
- (j) **Following any grievance presented in writing to the Company, any questioning of an employee shall be in the presence of the Plant Committee Chairperson and the Committee person of the affected zone.**

Step No. 4 (Arbitration)

- (k) ~~Falling satisfactory settlement in Step No. 3 either party may, by written notice to the other party, refer the grievance to arbitration. Any such notice for submission to arbitration must be made within thirty (30) working days after disposition in Step No. 3, or such time as may be agreed upon.~~
- (l) ~~Following receipt of notice to appeal to arbitration, the parties will, subject to mutual agreement, select a single arbitrator who in no way has been directly involved in attempts to settle the grievance.~~
- (m) ~~Falling such agreement, within seven (7) calendar days or such longer period as is necessary, the parties shall request the Minister of Labour of the Province of Ontario to appoint an Arbitrator.~~
- (n) ~~With the selection or appointment of the Arbitrator, a meeting will be conducted as soon as possible to hear the evidence and presentation of both parties.~~
- (o) ~~The decision of the Arbitrator shall be final and binding on both parties of this Agreement~~
- (p) ~~The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement~~
- (q) ~~The Arbitrator may make adjustment on any grievance arising out of the interpretation w application of this Agreement.~~
- (r) ~~The parties hereto will jointly bear the expense of the Arbitrator.~~
- (s) ~~At any stage of the grievance procedure, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses.~~
- (t) ~~If during the negotiations in connection with grievances, any investigation by either party is necessary, the Company will make all reasonable arrangements to permit the negotiating parties access to the plant and an opportunity to confer with the necessary witnesses and to view disputed operations or conditions~~
- (u) ~~An employee shall be paid at his/her average earned rate for all time spent during regular working hours before the Arbitrator on the hearing of his/her appeal on a grievance, provided the Arbitrator rules in favor of the griever.~~
- (v) ~~The time limits as outlined in the complaint and grievance procedure may be extended by mutual agreement. The grievance or complaint shall be considered settled, without precedent by the party that did not default to a limit or mutually agreed upon time limits.~~

DISCHARGE CASES

10. (a) Whenever an employee, other than a probationary employee, is discharged, he/she will, at his/her request, be given an opportunity of interviewing his/her Steward or Committeeperson before he/she is required to leave the plant, unless, because of the nature of the offense it is necessary to require the immediate expulsion of an employee from the plant.
- (b) In cases of immediate expulsion, the employee's Steward or Committeeperson will be notified immediately and the Steward or Committeeperson will be given an opportunity to interview the discharged employee at some convenient location.
- (c) "Should the Employee protest his/her discharge as a Grievance, such protest shall be presented, in writing, within five (5) working days. The Grievance procedure commencing with Step No. 3, Subsection (g), will then be followed. At this meeting the Parties may make any suitable arrangement deemed to be just and equitable under the circumstances".
- (d) No grievance coveting such discharge may be submitted to arbitration after thirty (30) working days (or such time as may be agreed upon) have elapsed from the date that Management's written decision is presented to the Union.
- (e) In the case of Arbitration, the Arbitrator may direct any suitable arrangement deemed to be just and equitable under the circumstances.

ACQUIRING SENIORITY

11. (a) An employee, other than a Skilled Trades Employee, shall be considered on probation until he/she has worked a total of three hundred and twenty (320) hours within a twelve (12) month period.
- (b) A Skilled Trades Employee shall be considered on probation until he/she has worked a total of four hundred (400) hours within a twelve (12) month period.
- (c) The Company has full right to discharge or layoff probationary employees. On discharge, a reason will be given, if requested by the employee. On matters concerning working conditions, probationary employees shall be entitled to the assistance of the Union and have recourse to the Complaint and Grievance procedures, but this right shall not apply in the case of discharge or layoff.
- (d) Seniority will be acquired after an employee has served the probationary period as outlined in Section 11, sub-section (a) and (b) and his/her name will appear on the seniority list.
- (e) Seniority lists will be established on a plant-wide basis and will be issued January 1st, April 1st, July 1st, and October 1st, of each year.

- (9) It is understood that, during the term of this Agreement, the provisions of the **Seniority** and other related clauses will be subject to change upon agreements between the Company and the Union.

ORDER OF SENIORITY

12. (a) As new Employees are hired, their names are entered in *the* employment record book in the order of hire. Thus, names of newly hired employees will appear in sequence in the order of hire. Upon their acquiring seniority, their names are entered on the permanent "Seniority and Classification Listing" in exactly the same order in which their names appear in the employment record book.
- (b) On the seniority listing, the Employee's order of seniority is established by the order of listing. The order of seniority on this listing is also indicated by the seniority number which appears opposite each Employee's name in the tight hand column of the listing page. The lower numbers establish a higher seniority. These numbers however, are not necessarily permanent, for as deletions in Employees occur their numbers are reassigned to allow the remaining number to close the gap(s).
- (c) In the event of the layoff of Employees whose names do not appear on the Seniority listing, probationary Employees are laid off first in the precise order in which their names are recorded in the employment record book. The name which appears last will be the first to be laid off and etc., under this procedure.

LOSS OF SENIORITY & RIGHTS

13. An Employee shall lose his/her seniority and all rights and his/her name shall be removed from all seniority lists for any one of the following reasons:
- (a) If the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure herein.
- (b) If the employee voluntarily quits his/her employment with the Company.
- (c) If the employee is laid off and fails to return to work in accordance with Clause 19 Seniority Applied to Recall".
- (d) If the employee overstays his/her leave of absence granted by the Company, in writing, Without securing extension of such leave unless he/she furnishes reasons satisfactory to the Department Manager.
- (e) If the employee is laid off for a continuous period of:
- (1) Twelve (12) months in the case of an employee with one (1) year's seniority or less at the date of layoff, or
 - (2) For a period equal to his/her seniority, in the case of an Employee with more than one (1) year's seniority at the date of layoff.

- (f) If the employee fails to report for work within three (3) consecutive working days unless he/she furnished reasons satisfactory to the Department Manager for such failure.
- (g) The Company will notify the Plant Chairperson at the end of the second (2nd) consecutive day of an employee's absence.

SENIORITY APPLIED TO PROMOTIONS & TRANSFERS ON JOB BIDS

14. (a) (1) Whenever permanent vacancies for promotion occur within the bargaining unit, notice of such vacancies shall be posted in the plant for a period of two (2) working days.
- (2) Temporary vacancies shall become permanent for purposes of bidding after forty (40) working days unless the time limit is extended by mutual agreement. In the event of a permanent vacancy caused by a promotion outside the bargaining unit, the vacancy shall be posted immediately.
- (3) An employee will only enter a department on a job bid when no other bid employees are transferred out. He/she will be considered permanent in accordance with his/her seniority.
- (b) Notwithstanding job qualifications, placed on job bids by the Company, employees shall have the right to exercise a bid, with exception of the Mill department
- (c) such permanent vacancies will be filled, based primarily on the ability of the Employee concerned to do the work, but as between two persons of approximately equal standing, seniority shall govern.
- (d) In the event of a dispute involving sub-section (c) the Union shall have the right to select two (2) successful applicants having more seniority than the employee under dispute, who shall be given a fifteen (15) working day trial period, or the applicable extension provided in sub-section (g) below, to show equal or greater ability under normal instructions.
- (e) The right of job bidding shall be restricted to employees who have attained seniority and shall be limited to three (3) successful bids in any twelve (12) month period, provided the employee has six (6) years seniority at the date of exercising the last bid. All other employees shall be limited to two (2) successful bids within any twelve (12) month period. A successful bid shall mean one on which the applicant has proven satisfactory on completion of his/her trial period.

An employee who successfully bids on a position on High Tech Cells or a key process as defined below, shall remain on the job for at least six (6) months, but this may be extended to nine (9) months by mutual agreement. Key processes are defined as follows: Mills, Drawbenches, Axle Sawline, Cranes, PN96 Saw, 3142, 406, 3116, 3513 and 3192 presses including their connected operations.

These shifts are for High Speed Copco, JNL, CDW, N96 II Plant, Kneecast, GMT 8C, and Hydroform.

The processes shown above can change depending on how the plant is run to meet business activities and needs. A change in the key processes listing will be by mutual agreement between the Company and the Union.

- (9) Any employee who does not qualify under subsection (e) can be appointed by mutual agreement when suitable applicants are not available.
- (g) If an employee so selected for a job does not prove satisfactory, or if the employee requests to opt out, the employee will be transferred back to the department from which he/she bid, with no loss of seniority or job classification as long as the transfer takes place within the following number of working days:

Standard number of working days	fifteen (15)
For Mill Operators/Mill Team Leaders	sixty (60)
Brehm, Setup Welder, Robotic Welder and Axle Operators	twenty (20)
Atlas, Hydroform, CDW High Tech Cells & PN96, GMT 800/820, Furnax	thirty (30)
JNL High Tech Cell	thirty-five (35)

If an employee requests a transfer back to his/her prior classification, such shall be deemed a successful bid and shall be limited to one only in a twelve (12) month period from the date of selection on the Job Bid from which the option was exercised.

DEMOTIONS

15. When it becomes necessary to permanently demote employees to jobs of lower classifications, employees having the least seniority will be demoted providing that the employees who remain on the basis of seniority are willing and able to do the work which is available. Employees will, if possible, receive transfer slips within five (5) working days.

TRANSFER

16. (a) When it becomes necessary to temporarily transfer an employee out of his/her permanent department, employees having the least seniority on that shift will be transferred, provided that the employees who are entitled to remain on the basis of seniority are willing and able to do the work which is available. An employee will be paid only one hourly base rate per day. That rate will be the highest of the applicable base rates pertaining to his/her time card for that day.

It is agreed that when it is known that a condition causing a transfer will prevail for several shifts, senior employees affected will be afforded the opportunity to change. (This will be done in conjunction with both Union and Company).

- (b) When it becomes necessary to temporarily transfer employees from one job to another within a department, the employee on the job affected with the least seniority on that shift shall be the first to be transferred, and will receive the rate of the job or his/her previous day rate, whichever is the greater, to the end of that shift.
- (c) Transfers involving temporary Leadperson shall be awarded to the most senior operator of the classification concerned, but having due regard for skill and ability. If other than the most senior operator is to be transferred, this matter will be mutually agreed to between the Company and the Union before such a transfer takes place.
- (d) If an employee is transferred temporarily from one department to another and work opens up again in his/her permanent department, he/she will be given the first opportunity to return, provided he/she is willing and able to do the work which is available.
- (e) Elected or appointed Committeepersons and Elected Stewards will not be transferred out of their department during their term of office. This concession to Committeepersons and Stewards will only apply when such Committeeperson and Steward are willing and able to perform the work which is available. (The above language does not include off shift stewards).

Special Rates

- (f) (i) The seniority provisions of temporary transfer will not apply when an employee is transferred and is assigned on experimental work, production of samples, or when by reason of need of a certain skill or experience, it becomes necessary to utilize the services of a qualified employee for a period not to exceed ten (10) working days or such longer period(s) as may be agreed upon. In such cases the employee shall be paid, if on incentive, his/her average hourly earnings based on the preceding pay period, or if a day rate worker, the rate of the job or his/her previous day rate, whichever is the greater. The intent of this clause shall not be abused by rotations on successive occasions.
- (ii) If an employee is selected because of a special skill or ability and assumes the responsibility of an assignment, authorized by the Company as requiring experimental and development work and as being an exception to his/her normal job requirement, the employee, so selected, shall be paid, if on Incentive, his/her average hourly earnings based on the preceding pay period, or, if a day rate worker, the rate of the job or his/her previous day rate, whichever is greater. Such assignments will be distributed among qualified employees on shift.

Machine Transfer

- (g) (i) **When a machine requiring a job bid is transferred from one department to another to perform similar work, the permanent operator(s) may exercise their right to transfer with the machine. The number of operator(s) will be limited to the work requirement at the time of machine transfer and the employee right to transfer will be based on seniority.**
- (ii) **When a machine requiring a job bid is transferred from one department to a High Tech Cell, to perform similar work, the permanent operator(s) may exercise their right to transfer with the machine. If the operator(s) exercise their right to machine transfer into High Tech Cell, they will be trained to operate all equipment within the cell.**

Work Transfer

- (h) **All work performed on machines located with a department will be done by employees in that department provided the employees that are available are qualified to perform such work satisfactorily.**

TRANSFER TO SUPERVISORY POSITION

- 17. (a) **The appointment or selection of employees for supervisory positions or for any position not subject to the provisions of this Agreement, is not governed by this Agreement, but if any employee on a seniority list, is or has been so transferred or appointed and later is transferred back to the position which is governed by this Agreement within six (6) months, then the seniority which he/she has accumulated in such a supervisory position shall be counted as service for seniority purposes. After six (6) months, seniority shall be lost.**
- (b) **Upon transfer back to the bargaining unit, employee(s) will have no permanent classification until such time as they exercise their right to a job bid.**
- (c) **No member of the bargaining unit shall be laid-off or fail to be recalled from layoff. In the event of a salaried employee or staff member being transferred back into the bargaining unit.**

SENIORITY APPLIED TO LAYOFFS

- 18. (a) **A layoff of employees shall be made on the basis of the plant-wide seniority list provided that the employees who are entitled to remain on the basis of seniority are willing and able to do the work which is available with normal instruction.**
- (b) (i) **When an employee is on layoff for a period in excess of one hundred and thirty (130) consecutive calendar days, he or she shall relinquish all claim to any permanent classification.**

- (ii) When a Plant Service Employee returns from layoff he or she will have no permanent department until such time as he or she exercise their rights to bid a job or is appointed by mutual agreement between the Company and the Union.
- (iii) Notwithstanding the other provisions of this seniority section so long as other employees remain at work within his/her jurisdictions, a Committee person shall, for the purpose of representation, be retained at work on some job that is operating in his/her jurisdiction, provided that he/she is willing and able to do the work which is available.

SENIORITY APPLIED TO RECALL

- 19. (a) When recalling employees who have been laid off, the recall will be made on the basis of plant wide seniority provided the employee so recalled is willing and able to do the work available and can report at the time required, or, if so requested by the employee, a leave of up to one (1) week beyond the five (5) working days will be granted.
 - (i) Laid off employees who have not completed their vacation sheets in accordance with Schedule "C" (e) of the Collective Agreement will do so upon their return from layoff. The Company will endeavour to allow any request for vacation provided production requirements can be met. Any outstanding vacations must be taken with the terms and conditions of the Collective Agreement.
 - (b) When a recall occurs after the commencement of a work week and which involves the transfer of another employee, the recalled employee may be assigned work in a department other than his/her permanent department for the balance of that week. Thereafter, the employee shall, if eligible, exercise his/her right to return to his/her permanent department.
 - (c) All employees will be kept on the recall list until they have received and refused one (1) recall notice. Evidence of a refusal shall be in the form of:
 - (i) A signed refusal by the employee, or
 - (ii) Failure by the employee to report to work within five (5) working days, or failure by the employee to advise the Company within forty-eight (48) hours, of his/her intention to return to work, after notification by registered letter or telegram to the employee at his/her last address on record with the Company.

RECORDS

20. It will be **the** responsibility of an employee to keep the Benefits Co-ordinator **informed of his/her correct address and information pertaining to his/her personal record** at all times, and the Company only assumes responsibility for contacting an employee at his/her last address on record.

LEAVE OF ABSENCE

21. (a) **The Company may grant a leave of absence retroactively or otherwise, regardless of outstanding vacations, for legitimate personal business. Seniority accumulates during any period of authorized leave of absence. Permission for such leave of absence must be in writing.**
- (b) **Any employee who provides satisfactory evidence of illness, will be automatically granted a sick leave for a period not to exceed ninety (90) days. If the sickness continued beyond ninety (90) days, sick leave shall be extended by Management upon receipt of satisfactory evidence of continued illness. The confirmed inability of an employee to procure evidence of his/her legitimate illness will qualify the employee for absence beyond the initial ninety (90) day period.**
- (c) **The Company will grant a leave of absence for a period of up to six (6) months for the purpose of serving a jail sentence as the result of a conviction arising out of the operation of a motor vehicle. An extension beyond six (6) months may, however, be granted by mutual agreement between the Company and the Union.**
- (d) **Seniority shall accumulate for a period of time equal to half the length of his/her seniority with the Company or for a period of two (2) years whichever is the greater and thereafter seniority will not accumulate until he/she has recovered from his/her disability and becomes actively employed with the Company.**
- (e) **In the event of an employee suffering a major non-occupational physical disability, exceptions may be made to the provision of the seniority section in the case of such employee by agreement between Management and the Plant Committee; but Management shall not be obligated to place any employee on any job under any of the provisions of this clause unless he/she is capable of efficiently performing the normal requirements of the job.**
- (9) **Upon written request, received Sixteen (16) hours • prior when possible, the Company will grant a leave of absence, without pay, to not more than seven (7) employees, exclusive of any employee on extended leave as provided in subsection (g), to serve as delegates of the local Union for the transaction of Union business. Such leave of absence shall not exceed twenty-one (21) working days or his/her equivalent in working hours per employee, in each contractual year of this Agreement, exclusive of any absence necessary for contract negotiations concerning the Company. The Company will maintain**

regular pay for official union business and will invoice C.A.W. on a weekly or monthly basis.

It is agreed individuals who are designated for the Local Union are expected to notify the Company five (5) days in advance of their absence.

- (g) Any extension to the time limit provided in (f) above will be limited to four (4) employees, (unless the number be increased by mutual consent), with a maximum absence of thirty-six (36) months per employee, with consideration of renewal upon written application.
- (h) A leave of absence will be granted to employees elected to City or County Council for the purpose of attending meetings.

BEREAVEMENT PAY

- 22. (a) In the event of the death of a Father, Mother, Stepparents, Brother, Sister, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Son-in-law, Daughter-in-law, Grandchildren, Grandparents, an employee will be permitted time off with pay at average rate, provided the employee is able and does attend the funeral. The length of such absence with pay shall not exceed three (3) working days which will include the next two (2) working days following the day of the funeral but not beyond. Bereavement leave for spouse and child only, will be four (4) days. Spouse's grandparents one (1) day bereavement leave.
 - (1) The intent of Brother-in-law is current spouse's brother. The intent of Sister-in-law is current spouse's sister. The intent of spouse's Grandparents is current spouse's Grandparents.
- (b) Paid holidays shall not be considered as working days for the purpose of bereavement.
- (c) A common-law spouse relationship will be recognized for bereavement pay purposes, provided that it has been registered by the employee, with the Company's Benefits Co-ordinator.
- (d) In the event that an employee's Mother or Father dies outside Canada or the United States and he/she does not report for work, he/she will be entitled to receive three (3) days Bereavement Pay without having to attend the funeral.

JURY DUTY

- 23. The Company agrees to make up the difference between the Statutory pay for Jury Duty, Jury selection pay or subpoenaed witness pay and the employee's average rate, of any Employees so directed for such legally constituted duty. Such compensation shall be payable only if the employee gives the Company prior notice of jury duty. Upon his/her request, he/she will be permitted a change of shift of the work week corresponding to that in which he/she is required for such duty.

HEALTH & SAFETY

24. (a) ~~The~~ Company will make every attempt to provide for the safety and health of the employees during ~~the~~ hours of their employment.
- (b) Protective devices and other equipment deemed necessary to protect employees from injury shall be supplied by the Company; they must be worn.
- (c) The current Safety Shoe Allowance granted to Employees for ~~purpose~~ of purchasing of safety shoes will be ~~\$155.00~~ effective January 1, 2000, ~~\$155.00~~ effective January 1, 2001, ~~\$160.00~~ effective January 1, 2002 and ~~\$165.00~~ effective January 1, 2003; payable once a year in January. Need in excess of ~~two~~ (2) pairs of safety shoes per calendar year, will be reviewed by the Company.
- (d) The Company will provide First Aid coverage by ~~Registered~~ Nursing Assistants on all shifts. This commitment shall be continued so long as there is a minimum of ~~eighty-five~~ (85) employees, effective December ~~20, 1999~~, as long as there is a certified person on shift for CPR and First Aid (Co-ordinator or Acting Co-ordinator).
- (e) ~~Employees~~ reporting back to work ~~after~~ an absence on medical grounds ~~must~~ report to the First Aid Department, before commencing ~~their~~ first shift.
- (f) The Company will continue the ~~practice~~ of supplying a sufficient number of coveralls. ~~These~~ coveralls will be kept in a secure area. The Company will supply a sufficient number of winter coats to employees who work outside. The Company will clean the winter coats when required.

INJURY ALLOWANCE

25. An employee Injured on the job shall be paid at the average ~~earned~~ rate for the balance of his/~~her~~ shift on which the injury occurred, or on subsequent shifts, at the discretion of the Company, if as a result of such injury the employee is ~~sent~~ home or to an outside hospital by instructions of the attending Medical Officer or the Company's First Aid attendant.

BULLETIN BOARDS

26. Bulletin Boards shall be provided for, in various parts of the Plant, for the use of the Union. The Union may put on such Bulletin Boards such ~~notices~~ respecting Union affairs. ~~The~~ subject of all such notices shall be restricted to educational, recreational or social activities sponsored by the Union and notices of Union meetings and elections.

DEMERIT SLIPS

27. (a) Derogatory notations may be placed against the record of any employee for just cause. In this event, a written notice will be given to the employee; copy of such notice to be given to the Chairperson of the plant committee. If appealed by the employee, a copy of the appeal will also be given to the Plant Chairperson within three (3) working days.
- (b) Such notation will be given within a reasonable period of time after the occurrence, which shall not exceed three (3) working days unless:
- (1) the employee is absent from the Plant, or
 - (2) negligence in workmanship is not previously revealed, or
 - (3) willful misconduct, willful falsification or willful fraud is the subject of the violations.
- (c) In violations other than workmanship, when evidence of violation has not been obtainable, the time limit provided in sub-section (b) will be extended to ten (10) working days.
- (d) Such notification(s) shall remain on the employee's record for twelve (12) months unless he/she has accumulated a continuous period of ten (10) clear months without further notations. In such an event, the Employee's records shall be cleared.
- (e) A verbal warning, written warning or suspension placed against the record of an employee shall only be given in the presence of a Steward or Committee person.

LIMITATION - PERFORMANCE OF WORK

28. Employees excluded in clause 2 (recognition) will not be allowed to perform any work normally performed by employees in the bargaining unit except in cases of emergency instruction and production of samples.

Co-ordinators will familiarize themselves with equipment to get hands on training. Operators will not be displaced as a result.

Personnel from the Engineering Department and Technical staff may be used as a resource to correct, adjust, troubleshoot and carry out trials provided no bargaining unit employees are displaced as a result and they will not perform duties which a certified Journeyman is recognized as being qualified to perform.

CONTRACTING OF WORK

29. Provided that time, quality and cost factors are reasonably equitable, no work will be contracted to outside contractors in the plant where seniority members are not fully employed unless on the basis of a negotiated agreement between Union and Management.

OPERATOR MACHINECHECKLISTS

30. The Company and the Union agree in principle that Operator Checklists will be further developed and implemented. The tasks performed by the operator will not include those duties which a certified Journeyman is recognized as being qualified to perform.

OPERATORS ON BREAKDOWNS

31. Operators according to seniority will be made available, when possible, to remain with the equipment on a breakdown to provide any assistance that is required.

SCHEDULES

32. Attached hereto and forming part of this Agreement are the following schedules:

JOB RATES

33. (a) The day rate of pay for each class of employees present or absent during the term of this Agreement shall be as follows:
- (b) Under the terms of this Agreement, the Company agrees to give effect to the respective dates shown and listed under day rates of Schedule "A" and Schedule "B".

	Dec. 20, 1	
Day Rate Classifications		3%
Skilled Classifications (Special Wage Adjustment)		50¢
Skilled Classifications		3%
	Apr. 1, 2001	
Day Rate Classifications		2%
Skilled Classifications (Special Wage Adjustment)		50¢
Skilled Classifications		2%
	Apr. 1, 2002	
Day Rate Classifications		2%
Skilled Classifications (Special Wage Adjustment)		50¢
Skilled Classifications		2%

Non-Journeymen: See Schedule "A" above.

WORKING CONDITIONS

34. Schedule "B" which is a schedule of the detailed working conditions, hours of work, lunch periods, night shift bonuses, reporting in time, overtime conditions, rest periods, etc.

VACATION PAY

35. Schedule "C" which is a ~~schedule~~ of the plan of granting annual vacations ~~with pay.~~

BENEFITS

36. Schedule "D" which ~~outlines~~ the ~~insurance, sickness~~ and accident, hospitalization and other benefits presently in effect and which shall be continued during the life of this Agreement.

TIME STUDY

37. Schedule "E" containing time study clauses and ~~guarantee~~ of standards.

SKILLED TRADES

38. Schedule "F" containing Skilled Trades group ~~classifications~~ and clauses.

PENSION PLAN

39. The ~~non-contributory~~ Pension Plan, as ~~amended~~ by agreement, will be ~~continued~~ for the duration of this Agreement.

Amend Schedule "A" by providing the Monthly Basic Benefit and Monthly Disability Benefit Rates as follows:

Retirements on or after:	Basic Benefit	Disability Benefit
Dec. 20, 1999	\$34.00	\$35.00
April 1, 2001	\$35.50	\$36.50
April 1, 2002	\$37.00	\$38.00

~~Provide that the Basic Benefit Rate of members retiring on or after December 20, 1999 will be increased to the future Basic Benefit rates scheduled during the term of this agreement, on the effective date of such increases.~~

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

40. The amended Supplemental Unemployment Benefit Plan, with benefits payable to ~~eligible~~ employees, will be continued for the duration of this Agreement.

INTERIM W.S.I.B. PAYMENTS

41. When an employee has applied for W.S.I.B. and has not had his/her claim approved within four (4) weeks from the date of application, and the delay is not due to the employee's failure to supply information in a timely fashion, he/she will be eligible to apply for Sickness & Accident Benefits. This agreement is contingent upon the employee signing a waiver for the Insurance Carrier,

which allows W.S.I.B. to reimburse the Insurance Carrier directly upon approval of the W.S.I.B. claim.

WAIVER OF SENIORITY

42. A Waiver of Seniority rights will be recognized for a period not to exceed one (1) hour when absenteeism and other unforeseen circumstances make it necessary to use available people for short periods, provided no more than one (1) transfer is involved. In cases where more than one (1) transfer is involved a four (4) hour waiver of seniority by mutual agreement will be recognized. It is agreed that the intent of this clause is to facilitate efficient production and should abuses occur, they will be dealt with promptly.

TERMINATION CLAUSE

43. (a) This Agreement shall remain in effect until 12:00 o'clock midnight, March 31, 2003 and unless either party give the other party written notice of termination or the desire to amend the Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.
- (b) The parties hereto agree to exchange in writing all proposals and demands with respect to any proposed new Agreement and only such written submission(s) that are exchanged not earlier than ninety (90) days and not later than sixty (60) days prior to the termination date of this Agreement, or in any subsequent year as provided by the extension in 43(a), will be considered for purpose of any new Agreement.
- (c) The parties also agree that, unless extended by mutual agreement, a meeting will be held within ten (10) working days following receipt of either party of the other party's proposed amendments.

SIGNED THIS 1st DAY OF MARCH, 2000

For the Company:

For the Union:

J. Wakefield
C. Telford
R. Parker
D. Boughner

A. Winegarden, Chairperson
S. Wilson, Committeeperson
T. Popma, Skilled Trades
R. Cambridge, Committeeperson
R. Joyal, National Rep

SCHEDULE "A"

1. The job classifications, wage rates and provisions as set forth hereunder will apply for the life of this Agreement and shall be amended as provided under Section 33(b).

BONUS RATES

2. The bonus rate is sixty (60) cents per hour at a 133 performance (1.333 S.H. per hour).

HIRING RATE

3. The minimum hiring rate for a new employee shall be \$1.50 per hour less than the minimum rate of the job classification. A 50¢ per hour increase shall be granted at the end of each 240 hours of employment until the maximum rate of classification has been attained.

NEW JOB CLASSIFICATION & RATES

4. The parties agree to discuss the rates established covering new job classifications. In the event of the dispute between the Company and the Union regarding the establishment of such rates covering new job classifications, the matter may be treated as a complaint and referred to Step No. three (3) of the grievance procedure.

PAY ERRORS

5. In the event of a pay error involving an overpayment or an underpayment it is agreed that adjustment will be made retroactively for the applicable period but such period shall not exceed three (3) calendar months prior to the registering of a complaint by an Employee or discovery date by the Company.

RATES OF PAY

6. The rates as shown for the classifications set forth in this schedule are for all rates.

INCENTIVE BASE RATES

7. The incentive base rate as applied to any incentive job shall be the day rate for the classification less twelve (12) cents. However, in no case will an incentive operator sustain a loss of more than nine (9) cents below his/her straight time day rate classification calculated on a daily basis.

DAY RATES

Classification	Dec. 1999	April 2001	April 2002
MILL DEPARTMENT			
<u>Mill Operator</u>			
Grade "A"	20.33	20.74	21.15
Grade "B"	20.28	20.69	21.10
No. 9 Bundler	20.12	20.52	20.93
No. 9 Saw & Misc. Operator	20.28	20.69	21.10
Trainer	20.33	20.74	21.15
<u>No. 9 Crane Operator</u>			
Grade "A"	20.19	20.59	21.00
Grade "B"	20.14	20.54	20.95
<u>Mill Team Leader</u>			
<u>External Set-Up</u>			
<u>Steel Store & Trucker</u>			
Grade "A"	19.95	20.35	20.76
Grade "B"	19.90	20.30	20.71
<u>Steel Receiving Crane</u>			
Grade "A"	20.19	20.59	21.00
Grade "B"	20.14	20.54	20.95
<u>Slitter Operator</u>			
Grade "A"	19.90	20.30	20.71
Grade "B"	19.84	20.24	20.64
TUBE PROCESSING DEPARTMENT			
<u>Shipping</u>			
Grade "A"	19.83	20.23	20.63
Grade "B"	19.78	20.18	20.58
<u>Salvage</u>			
Grade "A"	20.07	20.47	20.88
Grade "B"	20.01	20.41	20.82
Straightener • Set-Up Operator "A"	19.87	20.27	20.68
Straightener-Set-Upoperator "B"	19.82	20.22	20.62
Scarfing • Set-Up Operator "A"	19.87	20.27	20.68
Scarfing • Set-Up Operator "B"	19.82	20.22	20.62
Brehm • Set-Up Operator "A"	20.07	20.47	20.88
Brehm • Set-Up Operator "B"	20.01	20.41	20.82
Saw Line • Set-Up Operator "A"	19.82	20.22	20.62
Saw Line • Set-Up Operator "B"	19.77	20.17	20.57
Tube Processing Trucker • Grade "A"	19.82	20.22	20.62
Tube Processing Trucker • Grade "B"	19.77	20.17	20.57
Tube Processing Team Leader	20.19	20.59	21.00
Shear/DeDimple • Set-Up Operator "A"	19.87	20.27	20.68

DAY RATES

Classification	Dec. 19/99	April 2001	April 2002
TUBE PROCESSING DEPARTMENT CONT'D			
Shear/DeDimple • Set-Up Operator "B"	19.82	20.22	20.62
Manual Lathe - set-up Operator "A"	19.87	20.27	20.68
Manual Lathe - Set-Up Operator "B"	19.82	20.22	20.62
Rotary Lathe/Set-Up Operator	19.87	20.27	20.68
Cutting Saw • Set-Up operator "A"	19.82	20.22	20.62
Cutting Saw • Set-Up Operator "B"	19.77	20.17	20.57
Eddy Tester 19 (non-incentive)	20.22	20.62	21.03
PN96 Saw Operator "A"	19.82	20.22	20.62
PN96 Saw Operator "B"	19.77	20.17	20.57
Nipple Extruder operator "A"	19.97	20.37	20.78
Building 20 Bundler & Crane Operator	20.19	20.59	21.00
Allied Equipment Operator			
COLD DRAW DEPARTMENT			
Cold Draw Team Leader	20.22	20.62	21.03
Eddy Tester Building 17 (non-incentive)	20.22	20.62	21.03
Anneal Furnace (non-incentive)	19.95	20.35	20.76
Wet Works Operator	19.89	20.29	20.70
M i l l Pointer • Set-Up Operator "A"	19.87	20.27	20.68
Mitchell Pointer • Set-Up Operator "B"	19.82	20.22	20.62
Drawbench • Set-Up Operator "A"	19.87	20.27	20.68
Drawbench • Set-Up Operator "B"	19.82	20.22	20.62
Straightener • Set-Up Operator "A"	19.87	20.27	20.68
Straightener • Set-Up Operator "B"	19.82	20.22	20.62
Manual Lathe • Set-Up Operator "A"	19.87	20.27	20.68
Manual Lathe • Set-Up Operator "B"	19.82	20.22	20.62
Auto Lathe • Set-Up operator "A"	19.87	20.27	20.68
Auto Lathe • Set-Up Operator "B"	19.82	20.22	20.62

DAY RATES

Classification	Dec. 19/90	April 2001	April 2002
AUTOMOTIVE DEPARTMENT			
Auto Trucker • Operator "A"	19.82	20.22	20.62
Auto Trucker • Operator "B"	19.77	20.17	20.57
Bus Line • Operator "A"	19.97	20.37	20.78
Bus Line • Operator "B"	19.92	20.32	20.73
Welder • Set-Up "A"	20.31	20.72	21.13
Welder • Set-Up "B"	20.26	20.67	21.08
Robotic Welder • Set-Up "A"	20.42	20.83	21.25
Robotic Welder • Set-Up "B"	20.36	20.77	21.19
Axle, Extruder • Set-Up "A"	19.92	20.32	20.73
Axle, Extruder • Set-up "B"	19.87	20.27	20.68
Brace Press Operator • Set-Up "A"	19.87	20.27	20.68
Brace Press Operator • "A"	19.82	20.22	20.62
Automotive Team Leader	20.46	20.87	21.29
Automotive Bracket Receiver/Trucker	19.95	20.35	20.76
Bushing Una Operator "A"	19.97	20.37	20.78
Bushing Line Operator "B"	19.92	20.32	20.73
Allied Equipment Operator			
Eagle Bend Operator "A"	20.28	20.69	21.10
Eagle Bend Operator "B"	20.23	20.64	21.05
Van Robb	20.28	20.69	21.10
Dana Line Operator • Welder "A"	20.31	20.72	21.13
Dana Una Operator • Set-Up "A"	19.87	20.27	20.68
HIGH TECH CELL DEPARTMENTS			
Atlas Copco Operator	20.28	20.69	21.10
J, N a L operator	20.28	20.69	21.10
CDW27 Operator	20.28	20.69	21.10
PN96	20.28	20.69	21.10
Hydroform	20.28	20.69	21.10
GMT 800/820	20.28	20.69	21.10
Fumax	20.28	20.69	21.10
STOCKROOM DEPARTMENT			
Stockroom Attendant	20.39	20.80	21.22
QUALITY ASSURANCE DEPARTMENT			
Quality Assurance Auditor	20.43	20.84	21.26
Quality Control	20.79	21.21	21.63

DAY RATES

Classification	Dec. 19/99	April 2001	April 2002
TOTAL PLANT			
Crane Operators (Buildings 17, 18, 19)			
Operator "A"	20.19	20.59	21.00
Operator "B"	20.14	20.54	20.95
Research & Development			
Grade "A"	20.42	20.83	21.25
Grade "B"	20.36	20.77	21.19
Oiler	22.63	23.08	23.54
Painter	22.48	22.93	23.39

COST OF LIVING ALLOWANCE

8. (a) In addition to the foregoing wage rates, the standard of living of the employee of the Company will be protected from fluctuations in the cost of living for the duration of this Agreement by the following provision of the Cost of Living Allowance.
- (b) The Cost of Living Allowance, provided for herein, shall be added to the hourly earnings of each employee for each hour worked. The amount of the Cost of Living Allowance in effect at the applicable time shall be included in computing Statutory Holiday pay, Bereavement Pay, Injury Allowance and gross pay for vacation purposes.
- (c) The Cost of Living Allowance formula shall be determined in accordance with the provisions set forth hereunder with effect from the commencement of the first pay period immediately following the publication of the cost of living index in the months of March, June, September and December, for the previous month. The scheduled C.O.L.A. payments in March, June, September and December are based on the difference between the corresponding 3 month average CPI and the base 3 month average (e.g. June 2000 pay-out will be based on the difference between 3 month average for March, April and May, 2000 and the base CPI, and quarterly thereafter).
- (d) No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any published Statistics Canada Consumer Price Index.
- (e) The amount of Cost of Living Allowance which shall be effective for any of the three (3) month periods as provided above, with \$0.01 adjustment upwards or downwards for each .0733 of a point change in the index (1992=100).

The C.O.L.A. shall be computed using the three month average of the 1992 CPI for June 1999, July 1999 and August 1999, as the base period 110.8. Cost of living adjustments will be made on a quarterly basis.

Note: (e) Effective December 20, 1999 \$0.66 of C.O.L.A. in effect as of that date will be folded in. Any increases after December 15, 1999 will float for the life of the agreement.

The new C.O.L.A. formula will take effect on January 1, 2000.

- (b) That the Consumer Price Index, as presently compiled by Statistics Canada will be used for the purpose of calculating adjustments. Should the Consumer Price Index be amended in any way, such new index will not be used but instead the present one retained if available and if it is not available, then the parties shall endeavor to reach agreement on a new basket for calculating adjustment.

SCHEDULE "B"
HOURS OF WORK

1. The standard working week for Employees shall be forty (40) hours composed of eight (8) hours per day, Monday to Friday inclusive. Standard daily shift hours of work are as follows:

1st shift - 12 midnight to 8:00 a.m.
2nd shift - 8:00 a.m. to 4:00 p.m.
3rd shift - 4:00 p.m. to 12 midnight

(Any exception to the above shall be by agreement between the Company and the Union).

DAY DEFINED

2. For the purpose of the Agreement a day shall be defined as from MIDNIGHT to MIDNIGHT, and any work performed in a "Day" will be considered as having been performed on the calendar day on which the majority of assigned hours occurred. Where no majority has been established a "Day" shall be that on which the work commenced.

OVERTIME

3. (a) (i) All work performed in excess of the standard working shift shall be paid for at the rate of time and one-half on average earned rate for the day.
- (ii) An exception will be made if an operator works on incentive for longer than a two hour period during the overtime. In such a case the work performed for the whole of the overtime hours shall be paid for at the rate of time and one-half based on average earned rates for the overtime period.
- (iii) All employees will be paid average straight time for attending Employee Involvement Meetings. Mandatory training inside LTV Copperweld Plant will be paid for at the rate of time and one half. Any training held outside LTV Copperweld which is voluntary will not be paid for.
- (b) All work performed on Saturday shall be paid for at time and one-half, and all work performed on Sunday or a Statutory Holiday shall be paid for at double time, based on average earned rates.
- (c) The Company agrees, so far as possible, to equalize all overtime work among the Employees in the department usually performing such work. A record of overtime will be currently maintained and posted in each department, weekly.

The Company will initially offer overtime to the employees on the bid job on the shift. Thereafter, the Company will offer the overtime where possible to the senior employee on the bid job on the off-shift who has the lowest hours.

The Company will record hours refused/not available, as it is currently done but the sixteen hour level will not be used to determine whether a day-off shift. The Company will schedule overtime on the basis of Monday through Friday (with the exception that an employee's vacation on the Monday will not be offered overtime on the Sunday prior).

The Company will meet with the Union on a quarterly basis to ensure that the equalization of overtime is operating properly. For equalization purposes, the Company will not schedule overtime in an employee's own time.

(d) It is the function of the Company to determine when overtime is necessary and to schedule overtime accordingly.

(e) An Employee will be excused from overtime provided a qualified individual with less seniority is available to do the work required. This excusal cannot be a junction with the sick leave or the use of overtime. Any of the following, if applicable, will be applied to the Employee for the full shift:

(f) Where the Company acknowledges that the Union may not accept a shift of overtime the Union agrees it will not, in any way, seek to discourage the performance of scheduled shift work.

(g) Where the employee carries a full day shift overtime day shift by reason of a home emergency (6) hours before the start of such shift, the employee will be paid two (2) hours at the applicable overtime rate. This payment shall be made where the cancellation is caused by a shift change or a breakdown, strike, change of materials or due to other reasons beyond the control of the Company.

(h) Overtime shall not exceed twelve (12) hours in a shift (not including Sunday).

3. OVERTIME

4. (a) In the event the Company is required to effect a change in shifts without prior notice being given at least thirty (30) days before such shift change, the employees affected will be paid the applicable overtime rate for all hours in excess of the first shift of the changeover.

(b) The provisions of this section shall not be applicable when the Company's failure to give notice within the time limits set forth herein are based upon the fact that the employee's work is more than three (3) work orders.

- (c) While no reason will be required by an Employee desiring an exchange of shift(s) the right to exchanging will be conditional on the following:
- (i) Any exchange will only be permitted between employees doing the same job within the department providing the Co-ordinator on the shifts involved agree each employee can do the job involved.
 - (ii) An employee desiring a shift exchange will, in advance of the day on which the exchange occurs, present to his/her Co-ordinator a form prepared for this use.
 - (iii) The form will show the names, clock numbers and classification of both employees in the exchange, the applicable date(s) and shift(s) and will carry the signatures of the applicant and the person exchanging. The duration of such form will be limited to a two (2) week period and will require renewal for any further period.
- (d) Any transfer from a Department or Classification to another Department or Classification or a layoff will revoke the right to exchange: cancellation will become effective the date of any transfer or layoff.
- (e) When a Department shift schedule is Issued, the name of the applicant and the exchange employee will both appear on their regular shift list even though an exchange has occurred.
- (f) Should an employee originating the shift exchange or the employee contributing to the exchange, suffer an inequity of earnings, equalization of overtime hours or any other provision or benefit by reason of such exchange(s) such matters will not be a subject for complaint. Conversely, should any individual's shift exchange have adverse effect on any other employee(s) or give cause to contravention of any provision(s) of the Collective Agreement the right of the individual's exchange shall be disallowed.
- (g) While the Company will endeavour to accommodate an employee's desire to exchange shifts it remains the Company's prerogative to deny or cancel such a request if
- (i) the department needs are impaired in any way.
 - (ii) there is any objection by other employees, within the Classification or Department concerned, or by the Union for cause.

REPORTING ALLOWANCE

5. Unavailability of Work

- (a) An employee who is scheduled to and reports for work at the beginning of his/her standard shift or half shift, will be given full shift hours or the balance of standard shift hours if work is available or if no work is available he/she shall be paid four (4) hours pay at his/her day rate.
- (b) An employee who is scheduled to and reports for work on a Saturday, Sunday or a Statutory Holiday, will be given full shift hours if work is available or the actual hours worked at the applicable overtime rate. In no case shall the Employee having reported, be paid less than four (4) hours at the applicable overtime rate.
- (c) Sub-section (a) and (b) shall not apply in cases of emergency such as fire, flood or other major catastrophes or other conditions beyond the Company's control or by any labour dispute in the plant of the Company.

Call back

An employee called back on an emergency breakdown after completing his/her regular shift and having left the plant or on a Saturday, Sunday or Statutory Holiday not previously scheduled, shall be paid a minimum of four (4) hours at overtime rate.

NIGHT SHIFT BONUS

- 6. (a) Employees scheduled to work on the afternoon shift shall be paid a shift bonus of fifty (50) cents per hour.
- (b) Employees scheduled to work on the night shift shall be paid a shift bonus of sixty (60) cents per hour.
- (c) Employees performing work before and/or continuing work beyond their assigned scheduled shift will be paid the applicable shift bonus.
- (d) Shift bonus shall not be included with the base rate when calculating overtime premium.

REST, LUNCH & WASH UP-PERIODS

- 7. (a) A rest period of ten (10) minutes shall be given each half shift, except in the case of three (3) eight (8) hour shifts, the time of such period to be governed by the hours of said half shift.
- (b) All employees working an eight (8) hour day, three (3) shifts per day basis shall be entitled to a lunch period of twenty (20) minutes which shall be paid for, but there will be no mid-shift rest periods.
- (c) The Company will allow a period of five (5) minutes for the purpose of washing up and putting away tools immediately prior to the end of the first

half and last half of the shift provided that this privilege is not abused. If employees take longer than the time allowed, this privilege shall be discontinued.

- (d) The above-mentioned rest, lunch and wash-up periods are paid for by an allowance in the standards on a percentage basis.

STATUTORY HOLIDAYS

8. (a) For the purpose of the Agreement where reference is made to Statutory Holidays, the said Holidays shall be considered as follows:

New Year's Day	Thanksgiving Day
Good Friday	Day before Christmas
Victoria Day	Christmas Day
Canada Day	Day before New Year's
Civic Holiday	Day in lieu of Friday
Labour Day	before Labour Day

* Four (4) floater Holidays
One (1) day by Lottery
for a total of sixteen (16) per year.

STATUTORY HOLIDAYS & FLOATERS 2000

NEW YEARS DAY	- DECEMBER 31, 1999 (in lieu of Jan. 1/00)
GOOD FRIDAY	- APRIL 21, 2000
LOTTERY DAY	- APRIL 24, 2000
1 ST FLOATER	- MAY 19, 2000
VICTORIA DAY	- MAY 22, 2000
CANADA DAY	- JUNE 30, 2000 (in lieu of July 1/00)
CIVIC HOLIDAY	- AUGUST 7, 2000
DAY BEFORE LABOUR DAY	- SEPTEMBER 1, 2000
LABOUR DAY	- SEPTEMBER 4, 2000
THANKSGIVING DAY	- OCTOBER 9, 2000
DAY BEFORE CHRISTMAS	- DECEMBER 22, 2000 (in lieu of Dec. 24/00)
CHRISTMAS DAY	- DECEMBER 25, 2000
2 ND FLOATER	- DECEMBER 26, 2000
3 RD FLOATER	- DECEMBER 27, 2000
4 TH FLOATER	- DECEMBER 28, 2000
DAY BEFORE NEW YEARS	- DECEMBER 29, 2000

STATUTORY HOLIDAYS & FLOATERS 2001

NEW YEARS DAY	• JANUARY 1, 2001
GOOD FRIDAY	• APRIL 13, 2001
LOTTERY DAY	• APRIL 16, 2001
1 ST FLOATER	• MAY 18, 2001
VICTORIA DAY	• MAY 21, 2001
CANADA DAY	• JUNE 29, 2001 (in lieu of July 1/01)
CIVIC HOLIDAY	• AUGUST 8, 2001
DAY BEFORE LABOUR DAY	• AUGUST 31, 2001
LABOUR DAY	• SEPTEMBER 3, 2001
THANKSGIVING DAY	• OCTOBER 8, 2001
DAY BEFORE CHRISTMAS	• DECEMBER 24, 2001
CHRISTMAS DAY	• DECEMBER 25, 2001
2 ND FLOATER	• DECEMBER 26, 2001
3 RD FLOATER	• DECEMBER 27, 2001
4 TH FLOATER	• DECEMBER 28, 2001
DAY BEFORE NEW YEARS	• DECEMBER 31, 2001

STATUTORY HOLIDAYS & FLOATERS 2002

NEW YEARS DAY	• JANUARY 1, 2002
GOOD FRIDAY	• MARCH 29, 2002
LOTTERY DAY	• MAY 16, 2002
VICTORIA DAY	• MAY 20, 2002
CANADA DAY	• JULY 1, 2002
CIVIC HOLIDAY	• AUGUST 5, 2002
DAY BEFORE LABOUR DAY	• AUGUST 30, 2002
LABOUR DAY	• SEPTEMBER 2, 2002
THANKSGIVING DAY	• OCTOBER 14, 2002
1 ST FLOATER	• DECEMBER 23, 2002
DAY BEFORE CHRISTMAS	• DECEMBER 24, 2002
CHRISTMAS DAY	• DECEMBER 25, 2002
2 ND FLOATER	• DECEMBER 26, 2002
3 RD FLOATER	• DECEMBER 27, 2002
4 TH FLOATER	• DECEMBER 30, 2002
DAY BEFORE NEW YEARS	• DECEMBER 31, 2002
NEW YEARS DAY	• JANUARY 1, 2003

- (b) In the event that "Heritage Day" is proclaimed by the Government during this Collective Agreement, one (1) of the Floater Holidays shall be designated as such.
- (c) Employees will be paid for regular shift hours on the Statutory Holidays listed above provided the following conditions are fulfilled;
- (i) The employee is not on layoff; or is not on leave of absence in excess of thirty (30) working days.
 - (ii) The employee is not absent without authorized leave on the full working shift immediately preceding or following the Holiday. Such authorized

leave must be in writing from his Immediate Co-ordinator or the employee must present a **Doctor's certificate** certifying absence for legitimate **medical** reasons. Absence for non-occupational illness or accident will be recognized and the holiday paid for, if such absence does not exceed **thirty (30)** working days including the holiday, and provided the employee works all the **scheduled hours** of the shift on either the day immediately preceding or following the holiday(s).

- (iii) **Should a multiple Statutory Holiday period be scheduled**, an employee absent without reasons acceptable to the Company on both his/her last scheduled working day immediately preceding and his/her first scheduled working day immediately following the multiple Statutory Holiday period, shall be ineligible for **two (2)** Statutory Holidays in the **multiple Statutory Holiday period** or if he/she is absent for **one (1)** qualifying working day, be ineligible for **one (1)** Statutory Holiday in the **multiple Statutory holiday period** but shall, if otherwise eligible receive pay for the remaining days, in the multiple Statutory Holiday period. (The day before and the day after).
- (iv) **The employee has completed his/her probationary period.**
- (d) **Payment for standard shift hours, lost** by observance of a holiday, will include applicable **shift bonus, Cost of Living Allowance**, and will be made at day rate if an employee is on day work or, if on incentive, at the average earned hourly rate, exclusive of overtime and shift bonus, for the pay period immediately prior to the holiday.
- (e) **For any work performed on a holiday, pay** it will be made at time for actual hours worked, plus the payment as provided in sub (d) for eligible periods.
- (f) **Employees eligible, subject to the terms of this policy, to an extra day pay for all holidays which have occurred during the serving of his/her probationary period.**
- (g) **When a holiday occurs on a Saturday or on a day, if Company will not serve the paid day on the Holiday.**

Weekend Worker

The Company may implement a Weekend Work Schedule in accordance with the following provisions:

1. **This schedule would consist of either one (1) or two (2) twelve (12) hour shifts on Saturday and Sunday.**
2. (a) **Initially, vacancies on the weekend shift shall be filled by the most senior active employee(s) working in-week in the classification and department who volunteer for such vacancies, provided they have the skill and ability to perform the work in question. If there are insufficient qualified employees who have volunteered to fill the vacancies, such vacancies will be posted and filled in accordance with the Job Posting provision (Article 14). After the initial vacancies have been filled all subsequent vacancies shall be posted in accordance with Article 14.**
 - (b) **Employees who either volunteer or bid for the weekend work schedule shall have a six (6) calendar week opportunity to opt back to their former position.**
 - (c) **In-week and weekend workers may voluntarily switch schedules in accordance with the change of shift language in Schedule B.**
 - (d) **In the event the program is discontinued, weekend workers will be returned to their department and classification provided they have seniority. In the event this causes surplus employees within the department and classification, the weekend worker shall not be declared surplus provided he has seniority.**
3. **Premium pay will be made in accordance with the collective agreement. Cola will be paid on all hours paid (i.e.: Production workers, 42 hours; Skilled Trades workers, 44 hours).**
4. **Afternoon shift premium shall be paid for all hours paid on the 12 noon to 12 midnight shift. Night shift premium shall be paid for all hours paid after 12:00 midnight to 12 noon. In both cases the shift premium shall not be paid for more than 40 hours.**
5. **The union shall have the right to appoint pursuant to 6 (d):**
 - (a) **one (1) alternate Health and Safety Representative for each regular weekend shift.**
 - (b) **Union Steward(s) for each regular weekend shift in accordance with Article 6 (d).**
6. **In week overtime shall be handled as follows:**
 - (a) **part shifts (up to 4 hours) to be applied to in-week workers.**
 - (b) **Full shifts can be applied to weekend workers as follows:**

- (i) First consideration shall be given to volunteers within the department and classification providing there has been a minimum of twelve (12) hours of work.
 - (ii) In the event there are insufficient, available volunteers, Schedule B3 (e) shall apply, provided there has been a minimum of twelve (12) hours notice.
 - (iii) Any work in excess of two (2) in-week shifts shall be paid at the time and one-half premium, providing forty (40) hours have been worked including the previous Saturday end Sunday.
- (c) Required overtime on weekends, beyond the regular weekend work schedule, of two (2) hours or less will be offered to weekend workers. Overtime on weekends beyond the regular weekend work schedule, of more than two (2) hours will be offered in accordance with the normal overtime provisions.
 - (d) The pay period for overtime purposes for the weekend work schedule shall begin on Monday and end the following Sunday.
 - (e) During the Christmas shutdown period overtime will be offered to employees in the department usually performing such work, irrespective of whether they are on the weekend shift.
7. Employees working this Weekend Work Schedule will not equalize overtime with employees working a Monday through Friday schedule. Weekend workers shall equalize among themselves.
8. **Report In Pay - Report-In Pay will be ten (10) hours at the regular straight time rate of pay.**
9. (a) Weekly Indemnity - For the purposes of determining waiting period, a missed Saturday shall equal three (3) days of waiting period and Sunday shall equal four (4) days (e.g.: An employee missing a Saturday and Sunday weekend shift would be eligible for four-sevenths of the weekly benefit).
- (b) In the case of accident, outpatient surgery or hospitalization, three-sevenths of the regular weekly benefit shall apply for Saturday and four-sevenths of the regular weekly benefit shall apply for Sunday (e.g.: If the employee remains on the same weekly indemnity claim, for subsequent Saturday & Sunday, the full weekly benefit will apply).
- (c) Pension Plan. hours will be calculated as hours paid instead of hours worked.
- (d) Paid Education Leave. for purposes of calculating Paid Education Leave fund, the assessment will be based on weekend hours paid. If a Weekend Worker works overtime during the week, the assessment will be based on weekday hours worked.

- (e) In the event of Short Work Week Benefits, forty (40) hours of work offered shall be on the basis of pre-arranged rotations.
- (f) Legal Services Plan: For purposes of calculating Legal Services Plan the assessment will be based on the hours worked during the week, the assessment will be based on weekday hours worked.
- (g) Regarding bereavement, jury duty and subpoenaed crown witnesses, payment shall be applied on the basis of the hours worked and no payment shall be made for any other day.
10. Paid Holidays as per Schedule B. The employees who qualify shall receive eight (8) hours of paid time at the regular rate of pay.
11. One (1) weekend (24 hours) to equal one (1) week's vacation. The part weeks of vacation earned at the end of the calendar year (c), (B), will be paid and not taken.
12. When two (2) crews are involved, shift rotation shall be as follows: two (2) shifts shall be scheduled from 12:00 a.m. to 12:00 p.m. In the case of single shift, the shift will be from 8:00 a.m. to 8:00 p.m. until the shift is changed.
13. For the purpose of calculating the probationary period for weekend workers, hours paid will be as follows:
14. Breaks and Lunch:
- | | |
|---------------------|------------|
| (a) 8:00 a.m./p.m. | 10 minutes |
| (b) 12:00 p.m. | 10 minutes |
| (c) 12:00 p.m. | 20 minutes |
| (d) 8:00 a.m./p.m. | 10 minutes |
| (e) 10:00 a.m./p.m. | 10 minutes |
15. The Company will meet with the Plant Committee within the first two (2) months and quarterly thereafter to discuss problems that may arise. The Steward from the weekend shift may attend these meetings if requested by the Union. He/she will be paid a minimum of four hours.

NON-GUARANTEE OF WORK WEEK

16. It is mutually agreed that whereas the standard work week is referred to as forty (40) hours per week, the Company does not guarantee that it will provide this number of hours of work per week to all employees, but will endeavor at all times to maintain the standard schedule of hours.

SCHEDULE "C"

VACATION PLAN

- 1. The Company will grant vacations in accordance with the Employment Standards Act of the Province of Ontario and further agrees to grant additional vacations to eligible Employees, such additional vacations to be determined by continuous years of service.**

Employees must return their vacation forms by no later than February 28, to their respective Co-ordinator.

- 2. For purposes of vacation schedule, credits will be determined as of June 30th, and vacation pay calculated as of the second last pay received in June for the current vacation year.**
- 3. Employees will be eligible for vacation credits and vacation pay calculated on gross pay for work performed including Statutory Holiday pay and any vacation pay of the year previous, as follows:**
 - (a) Less than one (1) year of service - 1 week vacation with vacation pay of 4%.**
 - (b) One (1) year but less than four (4) years - 2 weeks vacation with vacation pay of 4%.**
 - (c) Four (4) years but less than five (5) years - 2 weeks vacation with vacation pay of 5% (* One additional week optional).**
 - (d) Five (5) years but less than ten (10) years - 3 weeks vacation with vacation pay of 6%.**
 - (e) Ten (10) years but less than thirteen (13) years - 3 weeks vacation with vacation pay of 8% (* One (1) additional week optional).**
 - (f) Thirteen (13) years but less than twenty (20) years - 4 weeks vacation with vacation pay of 9% (one (1) additional week optional).**
 - (g) Twenty (20) years but less than twenty-three (23) years - 4 weeks vacation with vacation pay of 10% (* One (1) additional week optional).**
 - (h) Twenty-three (23) years or more - 5 weeks vacation with pay of 11%
23 yrs but less than 24 yrs: Eight (8) hrs pay with option of time off
24 yrs but less than 25 yrs: Sixteen (16) hrs pay with option of time off
25 yrs but less than 26 yrs: Twenty-four (24) hrs pay with option of time off
26 yrs but less than 27 yrs: Thirty-two (32) hrs pay with option of time off
27 yrs or more: Forty (40) hrs pay with option of time off**

* It is understood that those Employees who are eligible for the one (1) additional week, without pay, must declare that option by designating it, by February 28th, with their respective Co-ordinator.

4. In the event that a Statutory Holiday is observed within the employee's assigned vacation period in any current year, the employee must take an additional day off immediately before or immediately after his/her vacation.
5. There will be a full or partial plant shutdown of up to two consecutive weeks in the month of July. All employees will be notified by February 1st with respect to when full or partial shutdown will occur.

Vacation weeks for production workers must be scheduled during the shutdown periods. Any employee who has less vacation weeks than the number of shutdown weeks, will be afforded first opportunity to work shutdown, if no work is available, will be granted an unpaid leave of absence.

In the event that customer requirements dictate that the plant shutdown be changed, the Union will work with Management to meet the customer's demands by mutual agreement.

The Union will support the Company in obtaining the necessary vacation changes in order to meet customer requirements.

6. An employee on Compensation will be credited with being at work for vacation pay purposes and will be paid the applicable percentage of day rate for any hours he/she would have been scheduled to work had he/she not been on Compensation. Such credit as herein provided will be for the period of Compensation but not to exceed two (2) years from date of injury.
7. Employees terminating employment with the Company will receive payment for unused vacation credits earned to the date of separation in accordance with the provisions of subsection (c) and with the Employment Standards Act of the Province of Ontario.
8. All employees must take their credited vacation, as determined by sub-section (c), within the current calendar year. An exception for purposes of long-term layoff and sickness would be by mutual agreement between the Company and the Union.
9. All vacation cheques will be computed on a weekly basis.

SCHEDULE "D"

BENEFITS

1. Employee Benefits:

- | | |
|---------------------------------------|----------|
| (a) Life Insurance: | |
| Effective December 20, 1999 | \$37,000 |
| Effective April 1, 2001 | \$38,000 |
| Effective April 1, 2002 | \$40,000 |
| (b) Accidental Death & Dismemberment: | |
| Effective December 20, 1999 | \$37,000 |
| Effective April 1, 2001 | \$38,000 |
| Effective April 1, 2002 | \$40,000 |

NOTE The above Life Insurance benefit and AD & D benefit will be provided to Employees to age 65, active or retired.

(c) Weekly Indemnity

Eligible employees will receive payment from the first day of accident, first day hospital, fourth day of illness for a maximum period of coverage of forty-two (42) weeks (1 - 1 - 4 - 42). Effective December 20, 1999 the rate is \$540/week, \$550/week effective April 1, 2001 and \$565/week effective April 1, 2002.

The Company will continue to register the plan with the Unemployment Insurance Commission.

This Improved benefit is accepted by the Union as satisfying any and all share(s) of the U.I.C. Premium rebates to which the Union may have been entitled to. otherwise, under the present legislation rebates shall then become directly payable to the Company.

- (d) Manulife Drug Plan or it's negotiated equivalent providing a 35% deductible per prescription.
- (e) Transition end Bridge Benefit of \$575.00 per month to the designated eligible survivor effective December 20, 1999.
- (f) Dental Plan: The Company will provide coverage through Manulife.
 Effective January 3, 1990, the Company will cover Phase 2 Orthodontics.
 Effective January 1, 2000, the above plan will be provided at the 1998 O.D.A. Schedule of fees.
 Effective January 1, 2001, the above plan will be provided at the 1999 O.D.A. Schedule of fees.

Effective January 1, 2002, the above plan will be provided at the 2000 O.D.A. Schedule of fees.

The plan now covers regular nine (9) month checkups, cleaning and x-rays.

(g) **Hearing Aid Plan:**

Effective January 2, 1994, a Hearing Aid Plan will continue to be provided.

(h) **Remedial Appliances:**

Effective January 2, 1994, the Remedial Appliance Plan will continue to be provided.

(i) **Vision Care:**

Effective December 20, 1999, a vision care plan will be provided for \$150.00 coverage.

Effective April 1, 2001, a vision care plan will be provided for \$155.00 coverage.

Effective April 1, 2002, a vision care plan will be provided for \$160.00 coverage.

(j) **Legal Services Plan:**

The Company will, effective December 20, 1999, contribute eight (8) cents per hour, on all wage-related compensated hours, for example each hour worked including overtime and paid holidays, to the establishment of a Legal Services Plan, such plan to be part of the existing CAW Legal Services Plan in effect with GM, Ford and Chrysler, with benefits commencing September 1, 1995. To be entitled for this benefit, you must have one (1) year of seniority.

(k) **Extended Health Care**

2. Dependents Benefits

(a) **Ontario Health Insurance Plan.**

(b) **Manulife Drug Plan, Dental, Hearing, Remedial and Vision Care Plans.** (as provided above in (d), (e), (g), (h), (i), (j) and (k) and related clause(s).)

(c) **Effective January 2, 1994, dependent's coverage to get twenty-five (25) if attending a recognized school of learning.**

(d) **All benefits will be paid for six (6) months for the surviving spouse of active employees and retirees beyond the current month.**

3. Pensioner Benefits

- (a) **Effective December 20, 1999, Death Benefit - \$7,700 payable in event of the death of a pensioner 65 years of age or over.**
 - (i) **Effective April 1, 2001, the amount will be amended to \$7,800 for Pensioners 65 years of age or over.**
 - (ii) **Effective April 1, 2002, the amount will be amended to \$8,000 for Pensioners 65 years of age or over.**
- (b) **Ontario Health Insurance Plan.**
- (c) **Manulife Drug Plan, Dental, Hearing, Remedial and Vision Care Plans.** (as provided above in (d), (e), (g), (h), (i), (j) and (k) and related clause(s). **This includes** retirees for the remainder of this contract.)

4. Laid-off Employees Benefits

- (a) **By terms of the current Collective Agreement, the Company will pay the premiums for the Drug, Dental, Life Insurance, Accidental Death & Dismemberment, Hearing Aid, Remedial Appliances and Vision Care Plans for a subscriber employee on layoff to the end of the nine (9) months next following the month of layoff.**
- (b) **While the Company will not assume any premium costs for employee(s) on layoff beyond the period stipulated above, it agrees, however, to allow laid-off employee(s) continued coverage under the Drug and Dental Plans at their own expense provided that advance premium payments for the retention of the plans are received by the Company. These retention concessions are subject to the terms and conditions specified by the respective private carriers and are conditional upon the following:**
 - (i) **That the Union through its local office, will submit to the Company a list of those laid-off individuals desiring continued coverage along with the appropriate premium payments corresponding with the individual's coverage status at the time of layoff.**
 - (ii) **That such list will also show the individual Drug and Dental Plan certificate numbers for identification purposes.**
 - (iii) **That the names and premium payments must be received by the Company's Benefits Coordinator by the 15th day of the eighth (8th) month following the month of layoff and each subsequent monthly date thereafter. Receipt of such premium payment(s) will ensure coverage for the month next following.**
 - (iv) **That failure of receipt of payment(s) by the Company on behalf of the individual will result in immediate cancellation of the Drug and Dental Plan coverage's without any right of reinstatement.**

- (v) ~~That the foregoing extended coverage(s) will be limited to a period not to exceed the twenty-fourth (24th) month following receipt of the initial payment(s) for such continued coverage(s).~~
- (c) ~~Due to the experience rating factor of the Drug and the Dental Plans, the Company may periodically be subjected to fluctuating premium rates. Accordingly, the Company will inform the Union, through its local office, of any increases or decreases in the applicable premium rates to be applied to the individuals who are taking advantage of the extended Drug and Dental Plan coverage(s).~~
Single - \$66.91
Family - \$171.28
5. ~~The coverage's outlined in Schedule D above will be administered in accordance with the terms and conditions established by the respective carrier.~~
 6. ~~The Company agrees that during the life of this Agreement it will continue its present practice of paying the premiums in full for the Insurance Benefits as provided herein.~~
 7. ~~Payment by the Company will cease when an employee is not actively employed except as provided under the following conditions:~~
 - (a) ~~During the life of an Employee who properly retires under the provisions of the non-contributory pension plan and provided the respective carrier continue to accept coverage.~~
 - (b) ~~When an Employee is granted a leave of absence for personal reasons, the Company will assume no responsibility for further Payments beyond the end of the third calendar month.~~
 - (c) ~~In a case of extended sick leave, Sickness and Accident Insurance will terminate in accordance with the terms of the policy or when a claim is exhausted and/or in the case of sick leave and compensation, Life Insurance, Drug Plan and Dental Plan payment by the Company will not be made beyond the end of the eighteenth calendar month.~~
 8. ~~When following cancellation, an Employee is reinstated under benefits, such reinstatement shall be in accordance with the regulations of the respective carrier.~~
 9. ~~An eligible Employee will have their fringe benefit coverage's under Schedule "D" effective the first day upon return to work.~~
 10. ~~In the event of the discontinuance of any group benefit plan, the Company will negotiate with the Union for another carrier which will provide comparable benefits to the discontinued plan.~~

11. When an Employee, after having been issued with a pair of prescription safety glasses, is laid off, he will not be required to pay for the cost of these prescription safety glasses.

SCHEDULE "E"

TIME STANDARDS

The Company and the Union agree that the existing SHV incentive system, referred to hereafter, will be replaced with a new productivity driven system (i.e. good units produced per hour). On future processes which are installed and are awaiting the introduction of the productivity driven system, the Company will pay \$2.75 per hour flat bonus rate until the new productivity system is introduced. Once the new process is production ready, the Company will institute a High Technology/Automotive Work Cells Incentive Plan in accordance with May 16, 1996 memo, which indicates a minimum bonus of \$2.75.

If the Union has a concern with any of the proposed productivity systems for existing processes, the Company will leave the current SHV system in place until a solution can be reached.

It shall be the Company's responsibility to establish production standards and work details specifications that:

- Are fair and equitable to the workers.
 - Are based on working capacities of a normal worker.
 - Give due consideration to the quality of workmanship required.
 - Give due consideration to fatigue, personal time and delays.
- The Company agrees that standard hour type incentive plan, will be continued during the life of the contract and, as further operations are applied, they will be on this basis.
- Standards will be so set that a normal seniority worker of training, experience and skill suitable for the job, and working at a good rate will make 1.333 standard hours (S.H.) per hour. This is 33% (or .333 S.H. per hour) in excess of a clock hour and is referred to as 133 performance.
- Full details of the Rest and Contingency allowances together with the method by which the Standards have been set, will be included in the set-ups of Standards. These set-ups, together with all the studies on which they are based, may be inspected at any time in the industrial Engineering Office. The present system of calculating Rest and Contingency allowances will be continued.
- A seniority Employee, when being time-studied, shall perform his work in accordance with the Company's instructions and shall co-operate to give a performance representative of the actual job being studied.

6. Before the Company time-studies any job and makes a record of such job, the worker who is to be studied shall be notified in advance and shall be told the purpose of the study.
7. Where more than one operator performs identical operations, at least two of the operators will be studied. No rate shall be established where the worker, when being studied, fails to attain a 100% or better performance rating.
8. Elements of an operation can be struck out of a time study, provided that there is an explanation of the strike-outs.
9. As further operations are applied, a Work Detail Specifications will be issued setting out the methods, material, equipment and quality to which the Standards apply.
10. In setting the Standards, full allowance will be made for the use of safety devices in the shop, and for the observance of the proper safety routines.
11. If an operator experiences Lost Time of .083 hours (5 min.) duration or longer, or performs unmeasured work, payment shall be made at the non-incentive rate for the job classification as set forth in Schedule "A". Lost time and unmeasured work will not be paid for unless the times of starting and stopping work are shown, and unless it is initiated by the Coordinator. The lost time will not be paid for unless the Co-ordinator was notified of the occurrence with reasonable urgency.
12. If an operator is required to do additional work, a separate allowance will be made, provided that the claim is made at the time of the occurrence and only if the extra work is shown and authorized by the Coordinator, on the Employee's work sheet.
13. An operator will not be discouraged from exceeding a 133 performance.
14. As future plans are introduced such plans will not provide performance limits.
15. Any standard applied to a measured job and which has not previously been issued will be posted within twenty-four (24) working hours of the start of the run.
16. Only rates derived from time studies or synthetics will be issued. Any exception will be by mutual agreement.
17. The principles applied to rework will be:
 - (a) Whenever possible the operator causing rework will carry it out.
 - (b) Time spent on rework shall be classed as measured or unmeasured work, as the case may be, and paid for accordingly.
18. Each operator will be responsible for recording the details of his/her work.

19. **The Company agrees to provide the Plant Committee Chairperson with a copy of the existing rates in effect and notice of any subsequent additions and deletions thereto.**
20. **The Union shall have the right to file a grievance concerning production standards except during the first ten (10) working days of any new application of incentive standard(s) to a section, following which the provisions of sub-section 21 shall then apply.**
21. **Standards shall be temporary for a period of ten (10) working days after which they shall become established standards. Any job for which a temporary standard or an established standard has been issued is to be recorded as measured work from the time that the Union is notified that the standard has been issued.**
22. **The Union may ask for further time studies to be taken of a job in dispute. A re-study will be conducted within five (5) working days or sooner if possible, provided the work is performed on the day shift and is continued through this period and further, provided the work load in the Industrial Engineering Department so permits.**
23. **When a disputed time standard has been processed to Step No. 2 of the grievance procedure, the Committee person, upon request, will be given in writing the available studies and/or data of the job upon which this standard is based.**
24. **In a case where a grievance is filed protesting that a standard is unfair or inequitable and is processed to Step No. 3 of the grievance procedure, the Union may then have the assistance of a staff member of the Union Industrial Engineering Department in examining the data pertaining to the grievance and, if necessary, will, in the presence of a Company Industrial Engineer representative, be permitted to study the operation involved.**
25. **An established standard shall not be changed except for the following reasons and to the following extent:**
 - (a) **In the event of a clearly recognized clerical or measurement error which can be demonstrated to mutual satisfaction.**
 - (b) **When a change in method, material, equipment or quality requirements does not change the established time standard 5% or more, it will be recorded and when the cumulative total of these changes amounts to 5% or more of the established time standards, the Standards Department will issue a new Standard based on a study of the element(s) involved.**
 - (c) **Except by mutual agreement between the Union and the Company.**
26. **The Company will study any existing jobs with a view to make any possible changes (such as process, method, etc.) to achieve quality and productivity improvements.**

Jobs so studied which indicate potential for improvement may be re-engineered to obtain the improvements. Changes resulting in a 5% or greater improvement in an element or combination of elements will be the bases for rate changes as outlined in Article 25 (b) - Schedule "E".

SCHEDULE "F"

SKILLED TRADES GROUP

1. Employees in Skilled Trade classifications shall be limited to Journeyman or Apprentices. All employees in the Skilled Trades group are subject to the provisions of the Collective Agreement, except as specifically covered in this schedule.

JOURNEYPERSON QUALIFICATIONS

2. A Journeyman engaged by the Company shall mean one who:
 - (a) Presently holds a Journeyman classification in the plant in the Skilled Trades occupation, or
 - (b) Has served a bona fide apprenticeship and has a certificate to substantiate his/her claim for such apprenticeship service, or
 - (c) Has had eight (8) years of practical experience in a Skilled Trades classification in which he/she claims Journeyman designation and can prove same, or has a recognized C.A.W. Journeyman card.
3. Data substantiating the qualifications of a Journeyman or an Apprentice will be made available to the Skilled Trades Committee person upon request.

HELPER DEFINITION

4. The duties of a Helper/Plant Service employee as provided within the trades classifications shall be to assist a Journeyman and he/she will not be assigned nor will he/she perform any duties by which a Journeyman is recognized. The current employee in the Helper classification will be Grandfathered.

RATE PROVISIONS

5. Rates negotiated for each classification shall be the guaranteed rates. The Skilled Trades Committee person will, at his/her request be informed of the rate or classification of any member of the Skilled Trades group.

DAY RATES

- (a) The day rates of pay as set forth hereunder will apply for the life of this Agreement, as provided by 31 (b) in the body of the Agreement.

DAY RATES (SKILLED TRADES)

Classification	Dec. 1999	April 2001	April 2002
Skilled Trades Department			
Electrician	26.08	27.10	28.14
Plumber & Pipefitter	26.08	27.10	28.14
Carpenter	26.08	27.10	28.14
Tool & Diemaker	26.08	27.10	28.14
Tool Room Welder	26.08	27.10	28.14
Tool and Die (Automotive)	26.08	27.10	28.14
Motor Mechanic	26.08	27.10	28.14
Milwright/Machine Repair	26.08	27.10	28.14

A Skilled Trades Bonus will be effective on the date of ratification. It will be paid in the amount by which 15% of the Group Average Incentive Earnings (GAIE) exceeds the \$0.50 adjustment in the first year of the Collective Agreement, in the amount by which 30% of the GAIE exceeds \$1.00 in the second year of the Collective Agreement and the amount by which 45% of the GAIE exceeds \$1.50 in the third year of the Collective Agreement. The GAIE will be calculated based on the formula provided by the Company on December 15, 1999. The GAIE will be calculated quarterly based on the Group Average Incentive Earnings of the previous quarter's average and paid weekly.

ACTING CO-ORDINATOR

6. An hourly employee shall not be Appointed Acting Co-ordinator for more than a total of four (4) months per year.

Exceptions to the above will be replacements for supervisors who are on a temporary prolonged leave for health or other reasons and who will resume their position upon return.

NOTE: When appointed acting Coordinator, by the Company the employee will for the duration of such an appointment, receive 90¢ per hour over and above his average earned rate.

LEADPERSON

7. (a) A Leadperson shall be a Skilled Trades employee who, while engaged in his/her regular occupation, leads or processes the work of two or more others in his/her own department.
- (b) Only a Journeyman shall be considered as a Leadperson.
- (c) A Leadperson shall have seniority as a Journeyman in his/her respective trade and shall be subject to all the provisions of the Skilled Trades schedule.

- (d) Unless provided otherwise in the classifications a Lead person shall receive twenty (20) cents per hour above the top rate of the trade supervised.
- (e) The Company agrees to special on the job training, related to special equipment on Company time.
- a When it is of mutual benefit because of technical progression the Company will facilitate the advancement of skill and knowledge within the applicable trade.

APPRENTICES

9. The Apprenticeship Plan as provided shall be considered as forming part of the Skilled Trades provisions.

The Company will allow Apprentices time off with pay at straight time earnings in order to write their Certification of Qualification exam.

The Company intends to continue with the apprentice programs after the current apprentice has obtained 6000 hrs. It is the Company's intent to hire Apprentices in the electrical, Millwright/Machine Repair and Tool & Die depending on business activities and economical conditions.

Apprentices will be assigned to work under the direction of a Journeyman Tradesperson only. Upon completion of 6,000 hours, an Apprentice will be allowed to work on their own.

Apprentice Shift Schedule:

0 to 2,000 hours Day shift only

2,000 to 6,000 - Day shift and Afternoons

6,000 and over hours- Midsights, Day shift and Afternoons

Apprentices in the Electrical and Machine Repair/Millwright classification will normally be rotated between Zone 1 and Zone 2 at six (6) month intervals.

The Board Allowances shall be increased to \$250, effective December 30, 1999.

APPRENTICE OVERTIME

The Company will continue with the practice of asking all Journeymen Tradespersons before Apprentices. Apprentices may be asked to work overtime before Journeymen Tradespeople to continue a job in progress, or, by mutual agreement, for a specific project or training.

ACQUIRING SENIORITY

10. (a) New employees (except Apprentices) shall have their seniority established in accordance with probationary clause eleven (11)(b) of the Collective Agreement and in their respective trade.

- (b) Any employee working in any of the Skilled Trades listed herein shall at the signing of this Agreement have his/her seniority established in the following manner.
- (i) Seniority **presently** acquired where such employee has Journeyman **status**.
 - (ii) After the signing of this Agreement, anyone transferred into the Skilled Trades group shall have seniority in the Skilled Trades group as of the date of entry into that group.
 - (iii) Employees **who** are working in a trade department **who** are not **classified** as Journeymen shall have their seniority established under the **general provisions** of the Contract

TRANSFER ON JOB BID

11. When an employee is transferred through job bidding procedure to a Skilled Trade classification, he/she will be considered as a probationary employee for thirty (30) working days, and, if he/she is transferred out within the thirty (30) working day period, he/she will return to his/her original department without loss of seniority or job classification.

LAYOFFS & RECALLS

12. In the event of a reduction of work, Journeymen employees working within their Skilled Trades classification shall be laid off in the following order:
- (a) (i) **Tool Room Classification**
All **probationary** employees within the Tool Room classification (with the exception of Apprentices) shall be laid off **before** any seniority employees within the Tool Room group are either laid off or transferred from the department, provided the employee(s) who is eligible to **remain** on the basis of seniority is capable of **satisfactorily** doing the work which is required.
 - (ii) **All Other Classifications**
Temporary or probationary employees in other Skilled Trades **classifications** (with the exception of Apprentices) will be laid off first **when** a reduction of the force is **necessary** within their **respective** classification.
- (b) An employee may elect to take a layoff and maintain seniority in his/her trade under the terms outlined in the general Contract, or he/she may exercise his/her seniority rights if he/she acquired such rights (under the terms of the Agreement) for the purpose of displacing an employee with less seniority. An employee so exercising his/her seniority by accepting employment in another department shall return at the earliest opportunity to his/her original Skilled Trades classification. Failing to do so, he/she shall then forfeit his/her claim to recall to his/her former Skilled Trades occupation.

HOURS OF WORK

13. The standard working week for employee shall be forty (40) hours composed of eight (8) hours per day, Monday to Friday inclusive. **Standard daily shift hours of work** are as follows:

1st shift - 12 midnight to 8:00 a.m.
2nd shift - 8:00 a.m. to 4:00 p.m.
3rd shift - 4:00 p.m. to 12 midnight.

(Any exception to the above shall be by agreement between the Company and the Union).

OVERTIME- GENERAL PROVISIONS

14. (a) It is the function of the Company to determine when overtime is **necessary** and to **schedule** overtime work.
- (b) An individual employee may be excused from working overtime which has been scheduled for him/her. Any offer of overtime which is given at least ten (10) working hours prior to the overtime and which is refused will be credited to the employee for purposes of equalization of overtime.
- (c) The Union agrees that it will not in anyway, seek to discourage performance of scheduled overtime work.
- (d) The Company agrees that overtime is to be spread out as equally as is practical among the employees in their classification, with consideration to be given employees with existing overtime inequities. A record of overtime worked for each employee will be posted each day for employees use, with total carried forward each two (2) weeks.

The Company will initially offer overtime to the employees on the bid job on the shift. Thereafter, the Company will offer the overtime where possible to **the senior employee on the bid job on the off-shift who has the lowest hours.**

The Company will record hours worked/refused/not available, as it is currently done but the sixteen hour level will not be used to determine when to go off-shift. The Company will schedule overtime on the basis of Monday to Sunday (with the exception that an employee who commences vacation on the Monday will not be offered overtime on the Sunday prior).

The Company will meet with the Union on a quarterly basis to ensure that the equalization of overtime is operating correctly. For equalization purposes, only hours worked, refused or not available in an employee's own bid job will be recorded.

- (e) Employees excluded in Clause 2 (recognition) will not be allowed to perform any work normally performed by employees in the bargaining unit except

in cases of emergency, instruction, experimental and development work on machinery or equipment.

OVERTIME- SKILLED TRADES

15. (a) All work performed in excess of the standard working shift shall be paid for at the rate of time and one-half on average earned rate for the day.
- (b) All work performed on Saturday shall be paid for at time and one-half and all work performed on a Sunday, or a Statutory Holiday shall be paid for at double time, based on average earned rates.
- (c) Skilled Trades person will be paid at the double time rate for any hours worked in excess of ten (10) consecutive hours from Monday through Friday. Skilled Trades person will be paid at the double time rate for any hours in excess of eight (8) hours on Saturday.

REPRESENTATION

16. The Company will recognize and the Skilled Trades group will select a Journeyman representative for the purpose of grievances, appeals and bargaining. When Skilled Trades issues are involved during contractual negotiations the Company will recognize an additional Journeyman if requested by the Union.

CONTRACTING OF WORK

17. Provided that time, quality and cost factors are reasonably equitable, no work will be contracted to outside Contractors in the plant where seniority members are not fully employed unless on the basis of negotiated agreement between Union and Management.

The Company agrees to notify the Skilled Trades Committee person, in writing, prior to contracting out of work, which is under the control of the Maintenance department, with a copy to the Plant Chairman, except in the case of an emergency, in which case verbal notice will be given. Notice will be given fourteen (14) days in advance, when possible.

To meet customer requirements and improve efficiency, the Company must be supplied with adequate Skilled Trades coverage. If the situation cannot be resolved, between the Company and the Union, the Company will make other arrangements, which may include the use of contractors.

UPGRADING OF SKILL LEVEL

18. The Company is endeavoring to upgrade the skill level of all our employees. All trades people will continue to be afforded the opportunity to receive specialized training in their specific trade. When practical our skilled people will be given the opportunity to formally apply said training.

The Company will develop a Skill Trades training schedule which will be presented to the Skill Trades Committee person.

TRAINEE ASSIGNMENT

19. (a) For training purposes, the Company may select and assign a number of trainees, not in excess of 3% of the Skilled Trades work force, to do work regularly performed by Employees covered by this Agreement. It is agreed that no bargaining unit employee will be laid off as a direct result of a trainee(s) work effort and trainee(s) will not be assigned to plant duties for the sole purpose of increasing production. However, it is mutually understood that, as a result of their gaining practical experience it will be inevitable that such trainee(s) will effect limited amounts of production work.
- (b) During the above training period, no hourly paid worker shall suffer a rate reduction because of such assignment, nor will any trainee(s) be assigned to perform work that would displace an employee from his/her classification in the department or division. Each trainee shall be introduced to the Committee person concerned.

TRADE COUNCIL DEDUCTION

20. The Company will, apply one annual dues deduction from Journeymen for membership in the Skilled Trades Area Council. Such deduction will be applied in January of each year and remitted to the Financial Secretary of the Local Union. All Journeymen are required to pay these annual dues.

METRIFICATION (SKILLED TRADES)

21. (a) The Company agrees to continue to supply all necessary tools and equipment at no cost to the employees to ensure that a proper job is performed. To guarantee the proper tools and equipment are utilized, the Company will consult with the qualified Trades person on the purchase of all such equipment and tools. Apprentices will be supplied with a tool box.
- (b) Effective December 20, 1999 a \$250.00 Tool Allowance will be paid (with receipts) to all Tool & Die makers and Tool & Die Apprentices for replacement and maintenance of personal tools on their hiring anniversary.

SKILLED TRADES VACATION

22. (a) Skilled Trades will return their vacation forms by February 28th to their Coordinator.
- (b) The Company will allow five (5) Skilled Trades persons in each of the Tool & Die, Electrician and Millwright Trades to be off during the designated full or partial summer shutdown. For the remainder of the year the Company will grant vacation for up to four (4) people in each of the major skills at any time.

- (c) The following classifications will not be considered in the above mentioned numbers of the prime Skilled Trades.

Tool Room Welder
Motor Mechanic
Plumber, Pipefitter
Carpenter
Automotive Tool & Die maker

These last classifications will be granted vacations in accordance with the provisions of the Collective Agreement.

LETTERS OF UNDERSTANDING

The following are Letters of Understanding that were agreed to:

Employee Involvement

The Company and Union agree to continue with the Employee Involvement Program to ensure continued improvements per our customer's requirements to the mutual benefit of all employees.

It is further agreed that the Union Committee will appoint a committee person to represent the membership in the Employee Involvement Program.

Incentive Plan

1. It is recognized by both the Company and the Union that there is a need to continue to revamp the present incentive plan to a plan that is more closely representative of productivity (i.e., scrap, tons per shift, etc.).
2. The Company will cap all bonus rates per hour on all existing classifications to a maximum of the 1993 and the first three (3) months of 1994 average rate.
3. Any new continuous run processes introduced after the commencement of this agreement will not be capped until it has been operating on a continuous run basis for three months. The cap will be set at the average rate for those three (3) months.
4. Service or indirect employees will not have their rates capped, however, shippers will have their rates capped in accordance with paragraph (1) above.
5. It is recognized that there may be a special situation, such as the welders on the Ford Bracas, where averaging could result in an inequity and such cases will be handled on an individual basis.

Student Agreement

1. Students will be paid 80% of base, plus C.O.L.A., plus incentive/hour for summer work term.
2. Students will be returning to school about the last scheduled normal working day prior to Labour Day.
3. If a student requests to go full time, the student will be terminated and may be rehired as a probationary employee as outlined in the contract.
4. Each student will be required to sign an employment agreement.
5. Student will not work weekday overtime until all seniority and probationary employees on the shift, within the department, capable of performing the work have been asked to work. Weekend overtime will be offered to seniority and probationary employees within the department first.

Annuities

Effective April 1, 1994, the parties agreed to the purchase of annuities which provide for payments which are not incorporated in the pension plan. In the event that, under the conditions of a plant closure, whether due to insolvency, bankruptcy or other financial limitations, the Company is unable to fulfill its obligations in respect of these annuities, LTV Copperweld Automotive Group Canadian Operations agrees to make these annuity benefits available to those employees who are eligible to elect to receive them during the term of this Collective Agreement.

National Day of Mourning

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

Early Retirement with 10 or more but less than 30 years of Credited Service

For an employee who retires prior to his normal retirement date during the period from December 19, 1999 to March 31, 2003 pursuant to Section 5.02 of the Pension Agreement and who, at the date of his/her retirement has attained age 60 and has ten (10) or more, but less than thirty (30) years of credited service, the Company will either purchase from an insurance company or pay directly, an annuity contract in the employee's name to provide the employee with a monthly pension equal to the difference between the amount of the monthly pension computed in accordance with Section 6.01 and the amount of monthly pension computed in accordance with Section 6.03 (2) (E) of the Pension Agreement

Early Retirement Offer - Age 57 with 30 years of Credited Service

The Company offers any hourly employee who is at least fifty-seven (57) years old and has thirty (30) or more years of credited service at his date of retirement occurring during the period from December 19, 1999 to March 31, 2003, a temporary monthly pension equal to the bridging benefit rate in effect at the employee's date of retirement, as detailed in Schedule "A" of the Pension Agreement, multiplied by the employee's credited service to his date of retirement, to a maximum of thirty (30) years.

This temporary monthly pension would commence on the employee's date of retirement and would cease on the earlier of the first day of the month immediately following the employee's date of death or the first day of the month immediately following the employee's attainment of age sixty (60), at which time normal bridging benefits from the pension fund will begin, except in the case of death.

This temporary monthly pension described above will be provided to the employee through an annuity contract purchased by the Company from an insurance company in the employee's name.

Tuition Reimbursement

1. The course of study must be work related (including secondary school courses) and approved in advance by the employee's Department Manager.
2. The course must be certified as having been successfully completed and receipts provided before reimbursement.
3. The employee will be responsible for working his/her scheduled shift or for obtaining a shift change in accordance with the Company's procedure.

S.U.B. Fund

The Company will maintain the S.U.B. Fund at a normal level and will not fall below an 80% minimum level for the term of the contract.

Employees with at least one year seniority are eligible to collect up to thirty-two (32) weeks of benefits in accordance with the S.U.B. Plan.

Past Service Adjustment.

The Company will give credit for pension purposes to employees for the year 1978 to 1989 in accordance with the list attached hereto for credited service lost due to layoffs. If there is an error in this list, the parties will agree reasonably in resolving any dispute. If this amendment does not receive the required approval from Revenue Canada, the parties will meet to determine an alternative method for providing the benefit, provided it will not result in any additional cost to the Company.

Employees who retired during the period of November 4, 1996 to March 31, 1997 will have their basic monthly pension increased to the amount that takes effect April 1, 1997 (\$26.50).

Employees who retire prior to January 1, 1990 will be paid a \$300 lump sum payment in each year of the Collective Agreement.

These pension increases will be retroactive to the date of retirement. Indexing as of 1/1/94 will be recalculated on the basis of the \$21.00 basic benefit amount, and each eligible retiree will receive a lump sum payment equal to \$1.50 times credited service for each month between the date of retirement and April 1, 1994.

Overtime

Hours of work may be changed without overtime provisions being applied by mutual consent of the Company and the Union.

Health & Safety

1. Company Duties

The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace and to protect the environment outside the workplace. The Company shall comply in a timely manner with the Occupational Health and Safety Act, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice, and guidelines.

2. Joint Health, Safety & Environmental Committee

- (e) The Company and the Union agree to maintain the established Joint Health, Safety and Environmental Committee in accordance with the Occupational Health and Safety Act, its regulations, codes of practice and guidelines and environmental laws, regulations, code of practice and guidelines. The Union representation on this Committee shall be chosen by the Union. At no time shall the number of Company members be allowed to outnumber the amount of Union members. The three Union representatives on the committee will be as follows: one from Mills, one from Tubing/Crane and one from Automotive. (This provision will become effective at the time of the next election for these positions). There will be no more than two Skilled Trades on the committee.
- (b) Two co-chairperson shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a Union member chosen by the Union members of the Committee. The other co-chairperson shall be a Company member.
- (c) The Union co-chairperson shall be allowed time as required on health and safety issues. He or she shall be paid at the same rate of pay as he or she was paid prior to being chosen for the position and shall receive raises according to the negotiated increases in the Collective Agreement.
- (d) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment. shall recommend actions which will improve the effectiveness of the health, safety and environment program and shall promote compliance with appropriate laws, regulations, codes of practice and guidelines.
- (e) without limiting the generality of the foregoing, the Committee shall:
 - (i) Determine that inspections have been carried out at least once a month.
 - (ii) Determine that accident and incident investigations have been made.
 - (iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
 - (iv) Union members on the Health & Safety Committee can participate in and keep record of all types of Inspections and work refusals.

- (v) Consider recommendations from the workforce with respect to health, safety, and environmental matters and recommend implementation where warranted.
 - (vi) Hold regular meetings at least once a month or more frequently if mutually agreed upon by the Union and the Company co-chairperson for the review of:
 - reports of current accidents, industrial diseases, and environmental accidents and incidents, end their causes and means of prevention;
 - remedial action taken or required by the reports of investigations or inspections;
 - any other matters pertinent to health, safety and the environment
 - (vii) Have access to and promptly receive copies of all reports, records, and documents in the Company's possession or obtainable by the Company pertaining to health, safety or environmental matters.
- (9) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.

3. Education & Training

Two members of the Joint Health, Safety and Environmental Committee will attend the Workers Health and Safety Agency Certification Course (3 weeks). The Company will pay the cost of the course, the employees wages, and the cost of mileage and lodging, if required.

4. Disclosure of Information

The Company shall provide the Union and Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited by to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

5. Right to Accompany Inspectors

The Union co-chairperson or alternate shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector out of earshot of any other person.

6. Lockout Program

- (a) Both parties recognize the need for a lockout procedure.
- (b) The lockout procedure and training program shall be developed by the Committee.

- (c) Employees who may be at risk because they are required to set up or to repair or maintain machinery, equipment or systems where lockout is required, shall receive **lockout** training.
- (d) The Company shall provide employees with sufficient numbers of personal **locks** to ensure that all equipment is locked out before being repaired, maintained or set up.
- (e) No Co-ordinator or employee shall remove another person's **lock**.

Right to Refuse

- a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person.
- b) When a worker exercises his or her right to refuse, he or she shall notify the Co-ordinator who shall promptly notify a Union and a Management representative on the Health & Safety Committee who shall participate in all stages of the investigation.
- c) The Company shall ensure that no worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the Union Health & Safety representative.
- d) If the Union Health & Safety representative and the Management Health & Safety representative cannot agree on a remedy to the work refusal, a government inspector shall be called in.
- e) No employees shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work.

Unfilled Posted Jobs

Notwithstanding Article 14(f), in the event there are no applicants for posted jobs, the Company will allocate non-bid employees on a voluntary basis in accordance with seniority. If there are no volunteers, the most junior non-bid employee will be assigned and that position will be recognized as his bid job.

High Tech Cells

High Tech Cells shall be separate departments. The Company may assign non-bid personnel for training and start-up period of six (6) months. In addition to the six (6) months, the Union will recognize an additional period of three (3) months to conduct bidding for the position in the cell to replace the persons originally assigned. Both the six (6) month and three (3) month periods may be extended by mutual agreement.

Existing High Tech Cells are Atlas Copco, JNL, CDW 27, PN96, Hydroform, GMT 800/820 and Furnax.

Further cell processes will be by mutual agreement with the Union.

Continuous Run Operations

In addition to existing ones, the following processes should be added to those run on a continuous run basis:

Saw Line	High Tech Cells
Dyna & Haven Shear	Building 20 Bundling Rack
Straightener	Cold Draw

Any additional continuous run operations will be by mutual agreement. Where an operation is on continuous run, the provisions of Schedule "B", Article 7, will not apply. The Company may utilize direct, indirect and other employees to provide relief.

Support groups such as Truckers, Cranes and Skilled Trades will be available to provide service to those designated pieces of equipment or processes on a continuous running basis.

These continuous run principles will apply to rest periods, lunch periods and shift changes.

The Company will maintain normal staffing levels during the continuous run.

Production workers who leave their regular job classifications to support continuous running on other equipment/processes will be paid at a fixed Incentive rate of \$3.75/hour.

The Company will pay Trades person assigned to cover Continuous Run a two hour premium of \$3.75 per shift to support Continuous Run for rest periods, lunch periods and shift changes.

Trades Hours of Work

For: Mill Utili Electrician } • Overtime will not be paid for 1st hour
Motor Mechanic } • 7-8. If employee doesn't want to
Oiler } • participate, they may opt to work
Maintenance Helper/Labourer } • 8-4

Reduction of Departments/Classifications

Schedule "A" and "F" - Re: Department/Classification Changes - The parties agree to set up a committee to reduce the number of classifications during the term of the Collective Agreement

Manning of Crane8

The Company and the Union agree that the manning of the department is as follows:

Building #17	-	Crane
Building #18	-	Crane Operator only
Building #19	-	Crane Operator only
Building #20	-	Crane

The method of calculation of crane and trucker bonus will be based on the average of the shipping bonus calculated daily.

Additional Furnace Operator Duties

In order to maximize the utilization of our plant manpower, effective January 20, 1992 the furnace operators in Cold Draw will be required to perform such duties as rework, replating, inspection, etc., along with their regular duties of loading and unloading the furnaces.

Work stations will be set up in the immediate area of each furnace operator to perform the required functions.

Employees will continue to alternate in their normal rotation of loading and unloading as is currently in practice.

All hours spent on the secondary duties must be recorded on the daily work sheet. The Company agrees to pay \$3.00 for each hour that these duties are performed at an acceptable level.

At this time, the employees who are assigned to "Furnace Relief" during lunch, will not be required to perform these extra duties.

Building 21 Crane8

The Company and the Union agree to implement the following procedures to the crane service in Building No. 21:

- a) Any crane service required in the Atlas Copco area will be handled by the Atlas Copco crew.
- b) Any crane service required in the Mill non-conforming area will be handled by the mill Team Leader.
- c) The cranes can be operated by all Team Leaders in Tube Processing and/or any trained Shipping/Salvage employee as the need arises.

Grandfathered Classifications

The Company and the Union agree that Grandfathered Job Classifications will not be part of the Collective Agreement, and therefore, will not be rebid. However, the Company and the Union agree that until all of the Grandfathered employees either retire, bid out of a Grandfathered classification or agree to give up their Grandfathered position, the Grandfathered job classifications will be recognized.

Substance Abuse Assistance

The Company and the Union mutually agree that assistance for substance abuse will be made available for any employee on a per need basis.

Taking Physical Inventory

The Company may, on occasion, require Union Members to assist in the taking of physical inventory. On such occasions the following procedures will be followed.

- 1) The Company will determine the number of employees required from each department.
- 2) Selection of employees will be at the discretion of the Company and not according to seniority.
- 3) Employees working the inventory will receive 1 and ½ times their hourly rate for a minimum four (4) hours.
- 4) No bonus will apply to inventory taking.
- 5) Hours worked for inventory will not be included in overtime equalization calculations.
- 6) The decision to have hourly employees work the inventory is the exclusive right of the Company.

TUBE PROCESSING JOB BIDS

With the signing of the current Collective Agreement, we have incorporated Pipeline 5, Pipeline # 8, Shipping and Cutting into one department-TUBE PROCESSING. All operators who were bid into these original five departments have been Grandfathered to the department they were bid in.

Any new bids posted for Tube Processing will not make reference to these four (4) original departments.

An operator who bids on any job in Tube Processing may exercise his rights to his bid job if his seniority keeps him in the Tube Processing Department.

Exception to this will be only if a Grandfathered employee is working in his Grandfathered Department on an original bid. He will then have the first right to the job, over the Tube Processing employee who has bid the same job (i.e., unless the Grandfathered employee is to be transferred out of the Tube Processing Department due to seniority).

LETTER OF UNDERSTANDING
TRADES REORGANIZATION AGREEMENT

Maintenance will be split into three (3) **Zones** as follows:

ZONE 1	Mills, Atlas Copco, Tube Processing (including PN96 Saw, J/NL)
ZONE 2	Automotive
ZONE 3	Maintenance Shop (Tool Room, Stores, General Service Department)

There will be **no Electricians/Millwrights** scheduled in Zone 3 except for the **Trades Committee person**.

There will be a **scheduled Trades Coordinator** on both the 8-4 and 4-12 shifts in **Zones 1 and 2**. The **Planner** will **oversee the General Services employees** in **Zone 3**.

The Trades will be assigned to each Zone as per the attached Schedule (Exhibit 1). Trades rotation **from Zone to Zone** will be handled as follows:

In **Zones 1 and 2**, **Trades person** In each trade will replace one **Trades person** after **six (6) months**, another **six (6) months** later. If after the **sixth month assignment**, only **one Skilled Trades person** of their classification in **either of their assigned Zones**, wishes to be transferred to the **opposite Zone**, the **Company will ask** in order of seniority personnel to which the individual wishes to be transferred to. If **no personnel volunteers**, the **low seniority person** will be transferred. If an individual requests a change after **four (4) months**, the **Company will endeavor to accommodate them**.

Trades person from one production **Zone** will be assigned to another **Zone** if excessive breakdowns occur.

The **Tool Room** will assign, on the off-shift, a number of **Tool and Die Makers** to each **Production Zone**. When support is needed, **Supervision** will attempt, when possible, to pull from the **Tool & Die** group dedicated to their **Zone** when breakdowns occur.

Vacation scheduling and overtime equalization will be per the **Collective Agreement**

Change of Shift - If it becomes necessary to schedule a change of shift within a zone, the **senior through to the most junior Trades person** will be given the first opportunity to change shifts (Apprentices with less than 6,000 hours will not be included).

Shift changes within and outside Zones must be approved by the **Maintenance Manager** only. Production must not be adversely affected.

Trades and Stores Personnel in all **Zones** will support **Continuous Running processes** as per the **Collective Agreement**.

All Trades person will be responsible to report their activities accurately on their time cards, and the new **Shawware** work order forms (i.e. for the Planned and breakdown work). Examples of accurate data required are as follows:

Start and End Times
Reason for Failure
Corrective **Action Taken/Recommendations**

NOTE: As we move towards on-line reporting, Trades may eventually be **asked to access and enter their activities directly into the Zone** computers (i.e. to be developed). The Maintenance Co-ordinator, will **instruct all Trades person on what paperwork is required, when they should fill it out during each shift.**

When on-line data collection systems are installed on various processes, **the** Trades person will **receive** the necessary training.

In the event of a cutback within a Zone, the senior through to the **most** Junior Trades person will be given the first opportunity to be transferred to another Zone (i.e.: per the weekly schedule only).

Company will **ensure** that adequate refrigerators, microwaves, **etc.**, will be supplied in each Zone, **including the Machine Shop.**

The Company will **supply** all necessary tools and related equipment to make the Maintenance **activities** in all zones as efficient as possible. All equipment, etc. must be **justified and proven to be cost effective to the Company.**

During plant shutdowns, Zone Maintenance **does** not apply for purposes of scheduling **Maintenance Personnel.**

The Company intends to **supply** adequate **lunchroom and/or changer room** areas in Zones **1** and **2**. The Company will install a shower facility in the **Tool & Die** washroom for the use of **Skilled Trades personnel** only.

LETTER OF UNDERSTANDING

SKILLED TRADES **CONTINUOUS RUN**

- a) Continuous Run principles will apply to breaks, lunch period and shift changes.
- b) One Electrician and one Millwright from Zones 1 and 2 on each shift, will be scheduled on Continuous Run. One Tool & Die person from the Tool Room will be scheduled on each shift for Continuous Run and to support Production.
- c) The continuous run responsibilities will be shared equally whenever possible, between all Trades Personnel, regardless of seniority. The Plumber, Mechanic and the Carpenter will not be included in Continuous Run.
- d) Lunch periods and breaks for Skilled Trades scheduled on Continuous Run will be staggered as follows:

	<u>12:00 - 8:00</u>	<u>8:00 - 4:00</u>	<u>4:00 - 12:00</u>
	2:00 - 2:10 a.m.	10:00 - 10:10 a.m.	6:00 - 6:10 p.m.
Cont. run	2:15 - 2:25 a.m. 4:00 - 4:20 a.m.	10:15 - 10:25 a.m. 12:00 - 12:20 p.m.	6:15 - 6:25 p.m. 8:00 - 8:20 p.m.
Cont. run	4:25 - 4:45 a.m. 6:00 - 6:10 a.m.	12:25 - 12:45 p.m. 2:00 - 2:10 p.m.	8:25 - 8:45 p.m. 10:00 - 10:10 p.m.
Cont. run	6:15 - 6:25 a.m.	2:15 - 2:25 p.m.	10:15 - 10:25 p.m.

- e) It is the responsibility of the Skilled Trades personnel to notify their Co-ordinator to have a replacement Tradesperson to continue with breakdowns.
- f) When a shift trade between employees occurs and one or both as scheduled on Continuous Run, it is understood that the person trading assumes the Continuous Run responsibility.
- g) When a Tradesperson is scheduled on Continuous Run and is absent due to vacation, sick, LOA, etc., the Senior Tradesperson, through to the most Junior on shift, will be given a choice to assume Continuous Run responsibilities.
- h) Skilled Trades Personnel who are scheduled on Continuous Run will receive **\$3.75 per hour for two hours maximum** in an eight hour shift.

Those Skilled Tradespersons (as indicated by an asterisk) will be scheduled for Continuous Run and will assign Account #3056 to their respective time cards, with no time allotted against the process line. Account #3056 entitled 'Maintenance Support' relates to the Tradesman performing Continuous Run.

LETTER OF UNDERSTANDING

PLANT SERVICE EMPLOYEES

1. All non-bid employees will be considered as Plant Service employees. They will be assigned to the various departments on a per-needed basis, based on skills/training/work experience.
2. When the workload reduces and bid people are transferred out of their production departments per the Collective Agreement, they will become Plant Service employees for assignment similar to non-bid employees.
3. Plant Service employee positions will not be bid.
4. (i) In the event it becomes necessary to transfer Plant Service employees out of a department, the transfer will take place on the basis of the first Plant Service employee into the department will be the last to be transferred out and so on.
(ii) Transfer of bid employees will be governed by Article 16 (d).
(iii) For Plant Service employees absence due to vacation or short term Leaves of Absence will be deemed not to be a transfer out of the department.
(iv) It is understood that Plant Service employees are non-bid employees or employees with bids who are transferred out of their permanent department.
5. When the workload changes within a production and/or a skill trades Department on a daily basis, (i.e. due to customer needs, machine breakdowns, etc.). Plant Service employees affected by the change will automatically be re-assigned by the Department Co-ordinator for work re-assignment (i.e. any time during a shift if necessary).
6. Employees will be scheduled per our normal shift change procedures.
7. Overtime will be granted to Plant Services employees as per our normal procedures (i.e. if an employee is on a job bid for at least one week, the employee will be entitled to work overtime on that job if scheduled on the weekend after the 5 days has been worked).
8. To minimize the number of Plant Service employees, the Company will bid jobs as they become available as per the current Collective Agreement.
9. Any Plant Service employee transferred out to one of the Production/Skill Trades Departments will be paid the base rate and incentive rate for the job being performed as applicable.
10. The Salvage Department will remain but will be separate from the Tube Processing Department.
11. The Salvage bid employees (6 in total) will perform all Plant Service functions as required. They will receive the Salvage base rate plus \$2.75 /hour flat bonus rate while working in the Salvage Department but not when performing plant service work outside the Salvage Department.

12. All Plant Service employees will receive the Savage base rate (A).

Letter of understanding entitled

TOOL & DIETASK GROUP

The Company and the Union agree to set up a task group made up of several Tool & Die makers, the Skill Trades Committee person and/or Plant Chairperson and representatives from the Company with the intention to look at ways to reduce the amount of outside contracting and to develop a machine replacement plan in the Tool Room. All recommendations made by the task group must be justified and cost effective and require the approval of top Management.

LETTER OF UNDERSTANDING

The Company agrees to pay \$4.25/hr flat bonus rate for the following job positions:

Tube Processing/Crane Team Leader (3 in total)

LETTER OF UNDERSTANDING

The Company agrees to abide by the Employment Standards Act presently in place October 1996, as it pertains to layoff notice requirements. If the act is amended, the Company and the Union will meet to discuss how any such amendments will be dealt with.

LETTER OF UNDERSTANDING

PREFERRED DRUG PLAN

The Union will work with Management to identify community drug stores that presently participate in the preferred drug plan. We will encourage the hourly employees to utilize these drug stores in respect to purchasing their prescriptions.

FOR THE COMPANY

FOR THE UNION