

Collective Agreement

Dated: July 01, 1997

Ending: June 20, 2000

**Between:
Apex Metals Inc.**

Kitchener, Ontario

And:

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW Canada)- Local 1524**

Local 1524

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THIS AGREEMENT made effective from the 1st day of July, 1997.

B E T W E E N:

APEX METALS INC.
Kitchener, Ontario

(hereinafter called the "Company")

- and -

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW - CANADA)
AND ITS LOCAL 1524 ("the Union")**

Purpose:

The purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees in the bargaining unit described in Article 2.

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 The management of the plant and the direction of the working force are vested exclusively with the Company. The Company retains the sole right to hire, retire, classify, demote, suspend, discipline, discharge, layoff, assign duties, promote and transfer employees, and to determine the starting and quitting time and the number of hours to be worked; to determine the product to be handled, produced or manufactured, the schedules of production and the methods, processes and means of production or handling to measure the operation with any of the current industrial engineering techniques for the purposes of cost control and productivity improvements. Subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

1.02 The Union acknowledges that the Company has the right to make and alter, from time to time, reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any changes to these rules and regulations will be meaningfully discussed with the bargaining committee before publication.

1.03 The Company and the Union agree that in the exercise of each of their rights and in the administration of this Agreement they shall do so in a fair and reasonable manner.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union which is certified by the Labour Relations Board of Ontario as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment for all employees of Apex Metals Inc., in Kitchener, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff.

ARTICLE 3 - UNION SECURITY

3.01 During the term of this Agreement, the Company agrees to deduct from the pay of all employees covered by this Agreement, from the first pay of each calendar month, the regular monthly dues, as approved by the Union Constitution and By-laws, and shall remit same not later than the tenth (10th) day of the month following to the Financial Secretary of the local.

3.02 In the case of a new employee, a deduction to cover the regular initiation fee, if applicable, shall be made along with the next regular monthly dues deduction following completion of their probationary period.

3.03 Monthly remittances, including voluntary weekly contributions to Local 1524's Recreation Fund, shall be accompanied by a list of bargaining unit members along with

a statement of deduction and where applicable, the reasons for no deductions being made. The list shall also indicate any employee who has been terminated, transferred out of the bargaining unit, laid off, on leave of absence or died since the previous report.

3.04 The Union shall indemnify and save the Company harmless against any and all claims, demands, *suits* or other form of liability arising out of or by reason of action taken or not taken by the Company in complying with any of the provisions of this Article.

3.05 The Company agrees to include on the employees' T-4 slip the total Union dues paid for that year.

3.06 All present employees, new hires and probationary employees, shall, as a condition of employment, become and remain members of the Union for the duration of this Agreement.

3.07 The Company will forward quarterly to the CAW Area Office a bargaining unit seniority list to include names, addresses, phone numbers and any changes of address.

ARTICLE 4 - NO STRIKE OR LOCKOUTS

4.01 The Employees and the Union agree that, during the term of the agreement, there will be no strikes, slow downs, work stoppages, or any other action which will stop

or interfere with production, and the Company shall not lock out its employees.

ARTICLE 5 - NON-DISCRIMINATION

5.01 The Company and the Union are committed to the concept that it is essential to provide a work climate that treats the individual with dignity and respect, in an atmosphere free of intimidation and harassment. The Company agrees that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by the Company, or by any of its representatives, with respect to any employee because of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, sexual orientation, handicap or their membership in the Union.

5.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company by the Union or any of its members.

5.03 The Company and the Union agree to observe the provisions of The Ontario Human Rights Code.

5.04 The Company and the Union recognize the problems with all forms of harassment in the work place, especially sexual harassment, and are committed to ending it. For examples of actions that may constitute sexual

harassment refer to the CAW Policy regarding "Harassment In the Work Place" (Letter No. 16, May 22, 1996). Grievances under this clause will be handled with all possible confidentiality. In the event that a grievance is resolved through relocation, every effort will be made to relocate the harasser, not the victim.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Union shall be represented as follows:

- (a) By a Shop Committee Chairperson.
- (b) (i) Zone A, by one (1) Committee person day shift and one (1) Committee person afternoon shift.

(ii) Zone B, by one (1) Committee person day shift and one (1) Committee person afternoon shift.
- (iii) By a Skilled Trades Committee person.
- (iv) By one third shift steward, who shall become a Committee person when the shift reaches thirty (30) people. For each additional thirty persons on the shift, one (1) additional Committee person will be added. All references to Committee person in this Agreement includes steward other than 6.01(c).

- (v) The Chairperson and the Union Co-chair of the Joint Health and Safety Committee, shall have preferred seniority in their areas of representation.

In case of layoff the first to be laid off will be the Union Co-chair of the Joint Health and Safety Committee, and last to be laid off will be the Shop committee Chairperson. The Chairperson will be the first to be recalled.

- (vi) Each Committeeperson shall handle benefit and WCB issues in their area. The Union will appoint three members to the pension committee.
- (c) The Committeepersons and the Chairperson shall constitute the Shop Committee for the purpose of meeting with management for the administration of the collective agreement. The Committeepersons will participate in dealings with matters concerning the employees in their zone deemed necessary by the Union.
- (d) The Committeepersons and the Chairperson shall be employees of the Company with seniority. If a Committeeperson or Union Health and Safety Representative is displaced from their zone or laid off, an alternate representative will be appointed.

- (e) The Chairperson shall be retained on the day shift . The Chairperson shall receive the rate of pay in effect at the time of election or the rate of pay of any subsequent job posting, whichever is the greater. The Company will permit the Chairperson the necessary and reasonable amount of time during regular scheduled working hours for the purpose of conducting Union business.
- (f) The Shop Committee outlined in (c) will constitute the bargaining committee for the purposes of contract negotiations with the Company.
- (g) When ten (10) employees are working overtime, at least one (1) Union representative **shall** be present and working and for every additional thirty (30) employees an additional Union representative shall be present and working if there is a scheduled job in operation which they are qualified to do. When less than ten (10) employees are working overtime without representation, the Chairperson shall be present and working if there is a scheduled job in operation that the Chairperson is qualified to do. Alternatively, the Chairperson and or the Committeeperson may designate an employee who is otherwise scheduled to work on the overtime shift as his or her representative.

- (h) The Union will have the right to appoint alternates in the absence of the Chairperson or a Committee person during the regular working hours.

6.02 The election of Union Officers will be held on the Company premises. Prior to the election, the Chairperson and the Plant Manager will determine suitable locations, times and dates for voting as long as such time will be outside the normal working hours of the employees.

6.03 Union Representatives will adhere to the following procedures:

- (a) They must notify their supervisor or the supervisor's designated representative to leave their work for the purpose of Union business related to the collective agreement and presenting and adjusting complaints and grievances arising in their zone or division in accordance with the grievance procedure herein and to attend any regularly scheduled meetings with the Company Representatives, or for any other meeting for which prior consent of the Plant Manager has been received. Such request shall not be unreasonably withheld. The Company will have a reasonable period of time to find a replacement when required for continuance of production.
- (b) They must not enter a department or area other than their own, without notifying the Supervisor of

such department or area, of their purpose before proceeding with the presentation or adjustment of complaints and grievances arising in their area of representation.

- (c) In the application of this Article, there shall be no suspension of work by any employee without the express permission of the employee's immediate supervisor.
- (d) When an employee wishes to see their Union Representative they shall notify their supervisor, who will inform their Representative of the request.

6.04 The Union recognizes and agrees that the employees covered by this Article have regular duties to perform in connection with their employment and therefore the business of administering this Agreement will be carried out with the least possible loss of time from such regular duties.

6.05(a) A Union Representative will be permitted a reasonable amount of time, including overtime, where applicable, for the purpose of Union business and presenting and adjusting complaints and grievances arising in their area of representation in accordance with the grievance procedures provided herein.

(b) The National Representative, President or Vice-President of the Local Union or any other CAW REPRESENTATIVE, will be entitled to be present at meetings with management deemed necessary by the Union at the expense of the Union.

(c) When time is required during the regular shift to attend to Union business related to in-plant problems at the Union Office, the Shop Committee Chairperson will receive the prior permission of the Plant Manager, or their designate before leaving the Company premises at the expense of the Company.

6.06 Union Representatives will be paid at their regular hourly rate plus applicable premiums.

6.07 The Shop Committee Chairperson and Plant Manager shall arrange, in advance, all meetings effecting the plant as a whole.

6.08(a) The hours of work for the Shop Committee Chairperson will be the hours of work scheduled for the day shift. Access to their area of representation, at times other than those regular scheduled, will be permitted with notification to the Plant Manager or designate.

(b) The Company will grant, upon request of the Shop Committee Chairperson or the President of the Local Union, permission for up to eight (8) Union members to leave the

plant on Union business, without pay, providing such request is made in writing at least three (3) working days in advance. It is understood that in the event of any emergency situation, requiring less than the required notice such permission shall not be unreasonably withheld.

(c) The Union agrees to notify the Company, in writing, the names of Union representatives and local executives and any changes in the membership thereof.

6.09 The Company shall give the Union a list of Management Personnel who will be dealing with the Union in the discharge of this Agreement and shall notify the Union of any change thereto.

6.10 The Shop Committee shall be permitted one (1) weekly one and a half (1 ½) hour meeting, paid by the Company to be held on Company property at a mutually agreed time and day, for the purpose of conducting Union business. The Management Committee will meet with the Shop Committee once per week for one (1) hour on Company property at a mutually agreeable time for the purposes of discussing open issues.

6.11 The plant Chairperson may discuss any concerns members may have with Joint Committee meetings at any time with the Management Committee. The Chairperson may attend all meetings of Company and Union personnel relating to matters which are the subject of this Agreement.

6.12 The Company agrees that where local Union Members are away from the plant on prior authorized Union business, wages will be paid through the normal payroll procedure at the employees' applicable rate of pay. Hours will be accrued and the Union billed for reimbursement to the Company. Advance Union authorization must be submitted in writing to the Company prior to the actual time that the employees are off the job.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Individual complaints shall first be taken up orally by the employee with their Supervisor, or Supervisor involved. The Committeeperson or Steward will be present during such discussion unless the employee declines. The Supervisor shall arrange such discussions within one half (½) hour of the employee's request or provide reasonable explanation otherwise and arrange a mutually acceptable time for such discussion. In any event such requests will not be unduly withheld. If the problem is not resolved it may then be reduced into writing by the Committeeperson or Steward, signed by the employee if available, within two (2) full working days after the verbal answer, and shall then constitute a grievance as herein provided.

7.02 Step No. 1: The Union Representative shall present the written grievance to the Supervisor. The employee may be in attendance. That Supervisor shall reply

to the grievance in writing within two (2) full working days. If a satisfactory settlement is not reached, then Step No. 2 may be invoked providing such action is commenced within a further five (5) full working days after the completion of Step No. 1.

7.03 Step No. 2: Failing a settlement of the grievance under Step No. 1, the Shop Committee Chairperson and Committeepersons involved may then take the grievance up with the Production Manager or their designate, at a meeting arranged for that purpose within five (5) full working days. At such a meeting the National Representative or their designate, of the Union may be present if their presence is requested by either party. If a satisfactory response is not received from the Company within five (5) days, the grievance may be submitted to arbitration.

7.04 It is agreed that all complaints must be presented within ten (10) full working days from the time the alleged breach became known or should have become known to the aggrieved employee or party.

7.05 A group grievance must proceed through clause 7.01 before proceeding as provided in this Article. A group grievance may be submitted on behalf of two (2) or more employees and shall be processed commencing at Step No. 1 of the grievance procedure set out herein. Such grievance shall identify the employees concerned and be signed by all of them if available.

7.06 A Policy Grievance of the Company may be submitted in writing by the Company to the Union and a Policy Grievance of the Union may be submitted in writing by the Union to the Company, and a meeting of the parties shall be held thereafter within a period of five (5) full working days. Such grievance of the Company to the Union shall commence at Step No. 2 of the Grievance Procedure and if required by either party shall be thereafter submitted to Arbitration in accordance with the Arbitration provisions herein. Once a Policy Grievance has been resolved, it may not become a grievance of an employee unless the employee's rights per the resolve have been breached.

7.07 It is agreed that any extension of time limits in the Grievance Procedure shall be mutually agreed upon and that agreement shall not be unreasonably withheld. The request for such extensions shall be submitted in writing and the grievance must be carried to the next step within a further five (5) working days after the agreed extension.

7.08 Any grievance not carried to the next step by the Union within the time limits prescribed herein, or within such extensions as may have been agreed to in writing, shall automatically be considered withdrawn without prejudice. If the Company does not respond to the grievance within a ten (10) working day period at step 1 and step 2, the grievance shall be awarded to the grievor. Such award by default shall be without prejudice or precedent to the Company. Mutually

agreed to written extensions will be permitted.

ARTICLE 8 - ARBITRATION

8.01 In the event that arbitration of a grievance which has been properly processed through the grievance procedure is desired by either party, then the other party shall be notified, in writing, not later than ten (10) full working days after the final written answer is given **at** Step No. 2.

8.02 Upon receipt of notice of intent to arbitrate with a sole Arbitrator, the grievance will be presented to the Arbitrators hereinafter set out who will act in rotation in the order that their names appear. Only grievances relating to the same violation or alleged violation of this Agreement may be grouped for each arbitration hearing before the appropriate Arbitrator.

The following constitutes the current list and rotation of Arbitrators:

Professor E. E. Palmer
Professor W. A. Rayner
Professor Ian A. Hunter
Martin Teplitsky, Q. C.
Kevin Burkett

Either party to this Agreement may, with notice to the other party, delete the name of any Arbitrator, who has withdrawn their services, from the above list. Following the giving of such notice, the General Manager and the Local National Representative will meet in an attempt to agree to an Arbitrator to be added as replacement. However, if an agreement cannot be reached within five (5) working days the parties agree to request the Minister of Labour of Ontario to appoint an Arbitrator, to the rotating list.

If, in the regular rotation, an Arbitrator is unable to specify a date agreeable to both parties for the arbitration hearing within seven (7) days from the date the grievance is submitted, the parties will agree to request another Arbitrator in rotation to provide such a date. This does not prevent either party from making an application to the Minister of Labour of Ontario for Arbitration when deemed necessary.

8.03 The decision of the Arbitrator shall be final and binding upon both parties.

8.04 The Arbitrator shall not have jurisdiction or authority to alter or modify any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.

8.05 Each party shall bear the expenses of preparing and presenting its own case, including wages or salaries of

its witnesses, and an equal share of the fees and expenses of the impartial Arbitrator.

ARTICLE 9 - DISCIPLINARY ACTION

9.01 When an employee is to be suspended or discharged the following procedures will commence within five (5) full working days from the time of the alleged breach becoming known.

- (a) When the alleged violation is of such a nature that the presence of the employee, pending the outcome of an investigation, will have no adverse consequences:
 - (i) The Company will give written notification of its intentions to the employee, the Union representative and the Chairperson.
 - (ii) The Union will be permitted a maximum of two **(2)** working days from the time of notification to investigate the alleged violation.
 - (iii) Within one **(1)** working day of the completion of the Union's investigation or at a mutually agreeable time a hearing will be held.
 - (iv) Within one **(1)** working day of the hearing or at a mutually agreeable time, the Company will

give the employee and the Union written notification of the action it will be taking. This notification will take place before the employee is required to serve the suspension or is to be discharged.

(b) When the alleged violation is of such a nature that the retention of the employee in the plant would be inadvisable, the Company will notify the Union and have meaningful discussions with the employee and the Union Representative, after which the Company may immediately remove the employee from the premises.

(i) Within one (1) working day after the removal of the employee or at a mutually agreeable time, the Company and the Union will have a hearing. This hearing will only take place if the disciplinary action is anticipated to last beyond the shift on which the alleged violation occurred. Upon completion of this hearing the Company will have one (1) working day to advise the Union of its intentions.

9.02 Any grievance following suspension or discharge must be presented within two (2) full working days after the employee and the Union have received written notification of the disciplinary action. Such a grievance shall commence at Step No. 2 of The Grievance Procedure, except that the

grievance meeting will be arranged within three (3) full working days of receipt of the grievance by the Company.

9.03 An employee taken into an office to receive any form of discipline by the Company will be accompanied by their Committeeperson or Steward and will be afforded an opportunity to be interviewed by their Committeeperson or Steward prior to meeting with management.

9.04 No derogatory notation placed in the record of any employee shall be used for the purpose of further disciplinary action against them after a period of twelve (12) months has elapsed following issuance of such derogatory notation. The Shop Committee Chairperson shall receive a duplicate copy of all such notices. After the expiration the Company's copy shall be returned to the employee. Once discipline has expired all other related offences will be reduced in status accordingly.

9.05 Disciplinary action shall only be taken for just cause and in the event of arbitration, the Arbitrator shall have the right to modify any penalty imposed by the Company.

9.06 All discipline will be issued within five (5) full working days from the time the alleged breach became known or should have become known to the Company. In the case of suspension or discharge, Article 9.01 shall apply. Overtime shall not be considered a working day for this Article.

9.07 Except for Article 9.01 (b) the discipline process will not commence or be issued on overtime.

ARTICLE 10 -SENIORITY

10.01 New employees shall be considered as probationary employees until completion of employment to the extent of forty-five **(45)** working days for the Company within any period of twenty-four **(24)** consecutive months and shall then be entitled to have their names placed on the seniority list.

The name of an employee who has worked forty-five **(45)** working days of intermittent employment within any period of twenty-four **(24)** consecutive months shall appear on the seniority list, and shall be assigned a seniority date which shall be their original date of hire.

An employee who works any part of a shift will receive credit for one (1) full day towards seniority.

An employee who works four **(4)** ten **(10)** hour shifts will receive credit for five (5) days toward seniority.

When two **(2)** or more employees attain seniority on the same date they will be placed in alphabetical order on all seniority lists.

In the case of a probationary employee's discharge for just cause, the parties recognize that a lesser standard may apply

10.02 Seniority lists of employees including probationary employees, shall be maintained by the Company showing the seniority date, and noting thereon those who are probationary, of each employee as provided herein.

10.03 Seniority lists shall be revised not less than once every three (3) months and a copy of each revision shall be supplied to the Union and one (1) copy shall be posted in the plant.

10.04 Seniority shall operate on a plant wide basis unless otherwise modified in this Agreement. In the case of layoffs, transfers, and recalls from layoffs the seniority of employees shall govern, provided the employee is capable of performing the work available.

10.05 An employee while retained on the seniority list during a layoff shall continue to accumulate seniority during such period.

10.06 Whenever layoffs and/or displacements are to take place, the following procedure will apply:

- (a) The Company will give displacement notice to those most junior employees whose jobs are directly

affected by the displacement and will give layoff notices to those most junior employees in the bargaining unit who are likely to be laid off.

- (b) Displaced employees may accept layoff or exercise their bumping rights to displace the most junior employee in the classification and shift of their choice: providing seniority permits and they are capable of performing all requirements of the job with a minimum of training. One (1) five (5) day familiarization ~~trial~~/training period will be available for any seniority employee, who could avoid an indefinite layoff, in order to show capability of performing all requirements of the job.
- (c) There shall be no bumping between skilled and nonskilled trades.
- (d) Displaced or recalled employees who elect layoff will only be eligible for recall as follows:
 - (i) After thirty (30) calendar days, upon advising the Company in writing, will be placed on the recall list and will be recalled in the line of seniority at the first opportunity.
 - (ii) After sixty (60) calendar days, upon advising the Company in writing, shall be returned to work within **five** (5) working days from the

Monday following the Company's receipt of the request, displacing the most junior employee in the bargaining unit, provided seniority permits, and the most junior employee in the bargaining unit will be laid off. Alternatively, the returning employee may displace the most junior employee in their former classification, if seniority permits.

Notwithstanding the foregoing, a seniority employee must accept recall if there is no one else on layoff and there is a need to increase the work force.

- (e) When a temporary condition arises requiring temporary layoff of employees from their jobs for a period not to exceed three (3) days, then the seniority provisions of this Agreement shall not apply. Such temporary layoffs will take place only when specific departments are affected due to machinery breakdown, or any other cause beyond the control of the Company.

10.07 The Company will give at least five (5) working days notice of layoff, in writing, to seniority employees and the Shop Committee Chairperson. The Shop Committee Chairperson shall be notified, in writing, prior to the employees involved.

10.08 The seniority rights of an employee shall cease and

the employee shall be deemed terminated for any of the following reasons:

- (a) if the employee quits their employment;
- (b) if the employee is discharged and such discharge is not reversed through the grievance procedure;
- (c) if the employee fails to return to work within five (5) working days after receipt of the Company's notice of recall, unless the employee submits a valid reason. However, if an employee is working elsewhere they will have ten (10) working days to return to work after receipt of the Company's notice of recall. Furthermore, an employee does not have to return to work and will not lose their seniority if the recall is for thirty (30) days or less.
- (d) if the employee has been laid off continuously for a period of thirty-six (36) months, or the length of their seniority whichever is greater, provided such period shall cease at mandatory retirement age.
- (e) if an employee is absent for three (3) consecutive working days, without an acceptable valid reason they will receive a written warning. If the employee is absent for five (5) consecutive working days or more their seniority will terminate, without any acceptable reason for such absence.

10.09 If any employee loses seniority and is rehired within thirty-six (36) months, they must start over as a new seniority employee with forty-five (45) working days seniority.

10.10 Any employee transferred or promoted out of the bargaining unit and returned back to the bargaining unit shall accumulate only the seniority acquired while in the bargaining unit. The employee returned may exercise their seniority over the most junior employee in the bargaining unit if their seniority is greater. All seniority rights will be forfeited after three hundred and sixty-five days (365) out of the bargaining unit.

10.11 New hires shall be introduced to their Committeeperson and the Shop Committee Chairperson who shall both be allowed reasonable time to interview such new hire on their first day of employment. The Committeeperson will be afforded a reasonable amount of time to be spent with any employees entering their zone.

ARTICLE 11 - LAYOFF AND RECALL

11.01 When a recall to a classification is to take place, it is compulsory that the employees displaced from the affected classification on the shift shall return in the reverse order of displacement wherever possible. Displaced employees, regardless of seniority, only have recall rights to the jobs from which they have been displaced.

11.02 When a recall of laid off employees is to take place, those employees shall be recalled according to seniority (unless 10.06(d) applies) provided they are capable of performing all requirements of the available job with a minimum of training. One (1) five (5) day familiarization trial/training period will be available for any seniority employee, who could return from layoff, in order to show capability of performing all requirements of the job. The junior employee must accept recall.

11.03 Recalls shall be made by way of registered mail to the employee's last address on record with the Company and the employee shall notify the Company within five (5) full working days of their intent to return to work subject to 10.08(c).

11.04 Displaced or laid off employees must accept recall to their original classification and shift except if they have been accepted on a job posting since being displaced from their original classification and shift.

ARTICLE 12 -JOB POSTING

12.01 When a new job or a job vacancy occurs it will be posted with a complete description for two (2) full working days exclusive of Friday, Saturday, Sunday and holidays. The description shall state the grade, job, rate of pay, shift, number of openings and when the new job or job vacancy is

to become available.

12.02 An employee, including probationaries, wishing to apply for a job posting must fill out an application form and deposit it in the approved receptacle. The successful applicant's name will be posted within seven (7) working days of the date of posting and, the successful applicant will be placed in their new job within twenty-one (21) calendar days of the initial posting. In the unusual case(s) where it is not possible to meet the time limits, the Company will have meaningful discussions with the Chairperson with the object of placing the employee as soon as possible, but the employee will be paid their own rate or the rate of the job, whichever is the greater.

The Shop Committee Chairperson will receive a copy of all job postings when they are posted and after the posting they shall receive notification of all applicants including the name of the successful applicant.

12.03 Job posting will be determined by seniority provided the employee is capable of performing the work available.

12.04(a) An employee who bids for a job will not be entitled to more than two (2) such bids in any twelve (12) month period. Should there be no successful applicant following completion of the job posting procedure above, the job will be filled from the seniority list or by hiring.

(b) A successful applicant *is* an employee who is accepted by management as in 12.03, who applied for the posting. An applicant may withdraw their name, without penalty, if they do **so** before the posting is closed.

(c) Any employee who successfully bids and for any reason declines or **is** rejected after the close of the posting, subject to the grievance procedure, will forfeit one **(1)** bid.

(d) A posting will be considered closed to further applications after it has been posted for two **(2)** full working days as defined in Article 12.01.

12.05 All articles relating to the job posting procedure will apply to the original opening and one resultant vacancy. Should the subsequent opening be a day shift job, it will be posted and day shift employees will not be allowed to apply.

12.06 During the time for the job posting procedure, the Company may fill the job temporarily. Such temporary assignment shall not be considered as proving capability on the job concerned.

12.07 A successful applicant who accepts, or is accepted for a posted job, will have no further claim on their former job after a ten (10) working day **trial/training** period except as otherwise provided in this Agreement. The Company will provide such **trial/training** on the employee's shift and when this **is** not possible it will be indicated at the time of the job

posting. Should the applicant prove unsatisfactory within the trial/training period, they will revert back to their former job and the opportunity will then be given, in line with the job posting procedure, to another employee who initially applied for the job. It is understood that circumstances may warrant an extension by mutual Agreement to the trial/training period above.

12.08 An employee, due to disability, injury or sickness, or pregnancy will be accommodated in a job classification where based on legitimate medical restrictions the employee can do the essential duties of the job. The employee will be accommodated according to the following procedure:

- (a) Firstly in their own classification with:
 - (i) the job modified to accommodate the employee's restrictions,
 - (ii) a modified work program (joint agreement dated March 5, 1992) to gradually increase their hours of work.
- (b) Secondly in a suitable job classification within their capability without recourse to the seniority aspects of the job posting procedures and their rate of pay shall be adjusted accordingly. The employee will be assigned as follows:

- (i) in an existing vacancy or if none exists,
 - (ii) exercising their seniority rights over the lowest seniority employee in the suitable classification on a plant wide basis, however,
 - (iii) in no case will the employee be able to bump an employee with more seniority.
- (c) The Company will comply with applicable law with respect to the confidentiality of medical information.

In both (a) and (b) above, Schedule "A" and "B" of our Joint Letter of Agreement covering Modified **Work**, dated March 5, 1992, will be completed as required.

Upon a change in the employee's restrictions which would allow the employee to return to their posted classification, the employee **will** exercise their seniority over the lowest seniority employee in the classification, and if not possible, exercise their seniority as per Article 10.06. Where there is a concern that the employee's restrictions may have changed, after a review with the Chairperson the Company may request a medical review to verify the restriction at the Company's expense.

12.09 The job posting procedure does not apply in the case of a layoff or recall, or a vacancy caused by a temporary condition, or caused by an employee absent on

account of sickness, injury, absenteeism or authorized leave of absence, until the Company is satisfied that such employee will not return to the job.

12.10 An employee may retain only one (1) backup position at any given time. A successful applicant for a backup position must relinquish any backup position currently held.

ARTICLE 13 - TRANSFERS

13.01 Temporary vacancies shall be filled as follows:

- (i) When the vacancy is expected to be of 7 working days or less duration, the position will be filled by the employee on the shift last displaced from the vacant position who held that position as the employee's posted position; if there is no such displaced employee on the shift, then the position will be filled by a backup on the shift on a seniority basis; if no such employee is available, the Company shall have the right to fill the vacancy from the classification of its choosing on the shift.
- (ii) When the vacancy is expected to last longer than 7 working days, the position will be filled first in accordance with subparagraph (i) save that if there is no displaced employee or backup to fill the position, the Company shall post a "willing to

transfer" list for a period of two days. The most senior qualified employee applying for the vacant position shall be transferred to the position. If no qualified employee applies, the Company shall have the right to fill the position from the classification and shift of its choosing;

- (iii) Temporary transfers shall not be used to avoid the job posting requirements of this Agreement or to circumvent seniority rights;
- (iv) The appropriate Committee person shall be informed of all temporary transfers prior to the transfer or as soon as possible thereafter.
- (v) The Company shall offer the job by seniority to those employees qualified to perform the job without training. Should there be no volunteers, the most junior qualified employee must accept the transfer. An employee transferred per this section, will be paid their own rate or the rate of the job, whichever is greater. **All** back-up positions will be filled by way of job posting on the shift.

ARTICLE 14 - HOURS OF WORK

This Article *is* intended to define the normal hours of work and shall not be construed as a guarantee of hours

of work per day or per week, or of days of work per week.

14.01 The normal hours of work for the day shift shall be forty (40) hours per week consisting of eight (8) hours per day Monday to Friday inclusive, starting at 7:00 a.m. and working until 3:30 p.m. with a thirty (30) minute unpaid lunch period.

14.02 The normal hours of work for the afternoon shift shall be forty (40) hours per week consisting of ten (10) hours per day Monday to Thursday inclusive, starting at 4:00 p.m. and working until 2:30 a.m. with a thirty (30) minute unpaid lunch period.

14.03 If a third shift is required, the normal hours of work shall be forty (40) hours per week consisting of eight (8) hours per day Monday to Friday inclusive. The shifts will start at 7:00 a.m., 3:00 p.m. and 11:00 p.m. Any employees working these shifts will receive a twenty (20) minute paid lunch break. An equal number of employees in the affected classifications on the day and afternoon shifts will be offered by seniority the paid lunch period and the straight eight (8) hours.

14.04 A ten (10) minute rest period shall be provided during each half of the regular shift. There shall be an additional ten (10) minute rest period scheduled on ten (10) hour shifts.

14.05 Employees will be provided **with** a five (5) minute wash up period prior to their lunch break and a five **(5)** minute wash up period prior **to** the normal quitting time. Employees may badge out during such wash up periods.

14.06 Employees will work no more than twelve (12) hours in a twenty-four **(24)** hour period, and no more than the maximum of twelve **(12)** consecutive hours, except in cases of extreme emergency reasons such **as** health or safety or when customer requirements are in jeopardy.

ARTICLE 15 - REPORTING ALLOWANCE

15.01 In the event that an employee reports for work within the first half hour of their regular **shift**, without having been notified not to report, they will be given at least four **(4)** hours work at the employee's regular rate of pay, or, if no work is available, the employee will be paid the equivalent of four **(4)** hours at their regular rate in lieu of work. This obligation shall not apply in the following circumstances:

- (a) when the employee has been absent from work and has failed to notify the Company at least the day before of their intention to return to work;
- (b) when the employee fails to keep the Company **informed** of a telephone number through which a message can be left for the employee;

- (c) when lack of work is due to power shortage or power failure, fire, flood;
- (d) for purposes of the four (4) ten (10) hour shift the four (4) hours referred to above shall be five (5) hours.

ARTICLE 16 - CALL-IN PAY

16.01 All employees who are called to report to work with less than twelve (12) hours notice, other than for their normal shift, shall receive three (3) hours of applicable overtime rate for the first hour worked or any part thereof, and for any time in excess of one (1) hour shall receive pay at the regular rate subject to any overtime premiums. An employee who is called in shall remain at work until the Supervisor determines that the work for which the employee has been called in has been completed.

The Company will determine who should be called in according to Article 17:03. When the off shifts are to be called, they will be considered for the period of overtime extending four (4) hours before and / or after their shift for the purpose of this clause only.

ARTICLE 17 - OVERTIME

17.01 An employee who works beyond his normal shift hours, in any day in the normal work week shall be paid time

and one-half for additional hours worked.

17.02 An employee who works on a Saturday or Sunday shall in the case of Saturday be paid time and one-half of their regular hourly pay for the first eight (8) hours and double time thereafter, and in the case of Sunday double time for each hour worked except where such hours form a part of a scheduled five (5) day work week. Employees on the four (4) ten (10) hour shifts shall be paid double time for any hours worked on a Saturday.

17.03 Employees shall be given twenty-four (24) hours notice for weekday overtime or thirty-six (36) hours notice in the case of weekend overtime whenever possible. Such notice shall also be given to their Committeeperson in advance when available. Regular overtime will be distributed based on regular overtime charged and premium overtime will be distributed based on premium overtime charged. Overtime shall be equalized on an annual basis as equitably, as reasonably practicable among those within the classification on the shift, then displaced persons on transfer, then backups, then other classifications on the shift, then from the off shift in the same order.

- (a) Regular and premium overtime will be separately recorded and posted on a weekly basis no later than Tuesday for the preceding week. All overtime refused by an employee, within their classification and with notice, as defined above, will be charged

to their overtime record on the same basis as above. When an employee is absent for any reason and would have been offered overtime, they shall be charged the hours scheduled. An employee who has accepted an overtime assignment and fails to complete the assignment or fails to report for work, shall be charged an additional number of overtime hours equal to the number of hours failed to work.

- (b) When overtime is available, the Company shall post a "willing to work list. Employees willing to work shall sign the list. Those employees capable of doing the available work with the lowest number of overtime hours shall be chosen for the overtime work. Any employee who disputes the number of hours of overtime attributed to him/her by the Company shall immediately advise the Company. A grievance can be submitted if an employee would have been entitled to work overtime and the Company failed to correct an error in the Company's posted record of overtime after having been notified by the employee of the error prior to the date of the scheduled overtime which the employee claims he or she should have been granted.
- (c) The Company will maintain up-to-date records of all overtime worked and refused on all shifts and these

records will be consistent throughout the bargaining unit. For the purposes of equalization of overtime hours, each employee shall carry his aggregate overtime regardless of where the overtime is worked. The Chairperson will receive a weekly copy of the overtime records. A Shop Committee person may audit the distribution of overtime.

- (d) For overtime requirements, employees will be asked in the class by low hours as recorded on the last posted weekly overtime record.

17.04 All overtime is on a voluntary basis. After Friday 4:00 p.m. and prior to their next scheduled work week, employees who are offered overtime in excess of four (4) hours may accept four (4) hours and be charged for the hours refused.

17.05 Seniority employees required to work on a plant holiday will be paid for authorized work performed on such a day at the rate of double their regular straight time rate of pay, in addition to any holiday pay to which they are entitled. Employees who work on Good Friday will be paid double time.

17.06 When overtime is scheduled for one (1) hour or more at the beginning or end of a regular shift, a ten minute rest period will be allowed.

17.07 Employees who are transferred to a classification shall be eligible for overtime in their posted or current classification rather than their temporary transfer classification unless they are on an over 7 day posted transfer, a posted 10-day trial training period or unless required for overtime in their transferred class as per 17.03.

17.08 The Company shall have no obligation to offer overtime to floaters or to employees on vacation.

ARTICLE 18 - HEALTH AND SAFETY

18.01 The Company shall continue to maintain adequate provision for the safety and health of the employees during the hours of their employment and shall observe the provisions of the Occupational Health and Safety Act of Ontario.

18.02 The Company will provide safety glasses that must be worn at all times throughout the plant. The Company will bear the full cost of the first pair of such glasses, including prescription lenses, and the frames must be approved safety frames. In addition, the Company will assume **the** cost of replacement safety glasses if they are damaged on the job, worn out or if a new prescription is required.

18.03 Wearing of safety shoes is required by the Company, therefore, the Company, upon presentation of

proof of purchase, will pay an employee who has completed their probation period an amount of \$100.00 effective July 1, 1997 with respect to the cost of safety shoes or boots, approved by the Company. Such payment will be made, with receipts, up to one hundred (100.00) dollars in each contract year.

18.04(a) The Company agrees to recognize a Joint Health, Safety and Environment Committee, composed of three (3) bargaining unit members including two (2) from the day shift, one (1) from the afternoon shift and a third shift Union Steward will be allowed to attend the Joint Health, Safety and Environment Committee meeting in order to present third shift safety issues and an equal number of members from management who shall meet and tour the plant at least once each month during working hours to study matters pertaining to the safety and industrial health of employees and to make appropriate reports to management. Before meeting with the Management side of the Joint Health, Safety and Environment Committee the Union side will be permitted half an hour to meet.

(b) Two (2) co-chairpersons shall be selected from and by the members of the Joint Health, Safety and Environment 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) During all absences of the Union co-chairperson the

Company shall recognize an alternate co-chairperson designated by the Union members of the Joint Health, Safety and Environment Committee.

(d) (i) Monthly inspections shall be made of all places of employment, including buildings, structures, grounds, equipment, machinery and work methods and practices.

(ii) Determine that accident and incident investigations have been made, and do follow-up investigations to ensure accuracy and appropriate preventative measures have been done.

(iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.

(iv) The Union co-chairperson and alternate shall participate in and keep records of all inspections and work refusals.

(v) Consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.

(vi) Receive reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention.

- remedial action taken or required by the reports of investigations or inspections.
- review expansion plans and new equipment purchases prior to installation from a Health and Safety and Environmental perspective.
- any other matters pertinent to health and safety and 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.

18.05 The Company will provide a qualified first aid attendant in the plant at all times that employees are working. The names of first aid attendants shall be posted in the plant. An employee requiring medical attention off site shall be free to choose where to receive such attention within a ten (10) kilometer radius of the plant.

18.06 The Company shall supply all protective clothing and equipment deemed necessary to protect employees from injuries arising from their employment **with** the Company. All employees required to work outside shall be provided with protective outer wear.

18.07(a) For members of the Shop committee and Stewards, the Company agrees to pay course registration and lost time of up to forty (40) hours to attend a CAW or WHSC Level 1 Safety training for up to two (2) members per year who have not been previously trained or if their certificate has expired. For the Joint Health & Safety Committee and Environment, the Company agrees to pay course registration and lost time for up to one (1) Union and one (1) management member per year who have not been previously trained in Core Certification. For members of the Joint Health and Safety Committee and Environment, the Company agrees to pay course registration and lost time for ergonomics programs deemed necessary by its members.

(b) The Joint Health, Safety and Environment Committee will investigate every significant injury or near miss as well as keep records of all first aid visits to review and make recommendations. As well, incidents involving releases of hazardous substances to the air, land, or water system will be investigated.

(c) The Union Co-chairperson or designate and the Company Co-chairperson or designate of the Joint Health, Safety and Environment Committee shall investigate the accident or incident.

(d) The Company shall provide the Union and the Joint Health, Safety and Environment Committee with written WHMIS 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 to, the chemical breakdown or 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.

(e) The Union Co-chairperson or alternate of the Joint Health, Safety and Environment Committee shall be allowed to accompany government inspectors (Health and Safety or Environment) on an inspection tour or any other visit to the plant.

(f) The Company shall make available when requested by the Joint Health, Safety and Environment Committee monitoring equipment including noise meters, airborne contaminant measuring devices, light meters, and suitable thermometers for detecting and recording potential and actual hazards of heat, cold and humidity.

(g) The Company shall ensure that all members of the Joint Health, Safety and Environment Committee are trained in the use of such equipment.

(h) The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct and the results of any monitoring by any government agency to the Joint Health, Safety and Environment Committee and shall

post the results in a conspicuous location.

18.08 A lockout training program including "release procedures" shall be developed and delivered jointly by members of the Joint Health, Safety and Environment Committee. Such training will be provided for Skilled Trades, Diesetters, Weldsetters and their back-ups.

18.09 A training program for Forklift drivers **will** be provided by a licensed Workers Health and Safety Centre Forklift trainer recognized by the Health and Safety and Environment Committee if available.

18.10 The Company agrees to pay the cost of a CPR Training Program which will be offered on a voluntary basis on the employee's own time, for up to ten (10) employees during the life of the Agreement. Priority will be given to first Aid Attendants and then employees on a seniority basis.

18.11 RIGHT TO REFUSE

(a) The Joint Health and Safety representatives shall fully participate in the investigation at every stage. The joint participants may recommend a solution to the problem with the agreement of the refusing worker which shall be implemented by the Company.

(b) No employee shall be discharged, penalized, coerced, intimidated, or disciplined for acting in compliance

with the Occupational Health and Safety Act, its regulations and codes of practice.

(c) For the employee who refuses work under clause above, and all employees affected by the refusal, and any direction under clause above, there shall be no **loss** of pay, seniority, or benefits during the period of refusal.

(d) No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

18.12 ERGONOMICS

(a) The Company will ensure that two **(2)** members of the Joint Health, Safety and Environment Committee are trained in a course or courses to be determined by the Committee to enable them to address ergonomic needs on a priority basis and work towards improving the workplace, work station. or tool to fit the worker.

(b) Where an ergonomic concern is beyond the scope of the Committee or the Company engineer, the Company shall engage an outside Ergonomic Specialist chosen by the Committee.

18.13(a) The parties to this Agreement recognize the importance of confidentiality of health information and the right of access by employees to their own health information.

(b) The Company shall not reveal any health information concerning a present or former employee to a third party, unless required by law, without notifying the employee for which health information is requested.

(c) The Company shall not require or request any employee to undergo any drug or alcohol testing.

(d) During the 1997 negotiations, the Union expressed the concern that the provincial Government has and would amend the Employment Standards Act and or Regulations in a a manner adverse to the interests of the Union and Apex Metals bargaining unit employees. It was agreed that the parties shall meet within thirty (30) days after the introduction of a Bill amending the ESA to the legislature to discuss the proposed Bill. The parties agree that the Union and/or Apex Metals bargaining unit employees shall not be disadvantaged in any way by any amendments to the ESA or Regulations thereunder made by the provincial Government. It is agreed that for example, if any part of the Collective Agreement or past practice or the parties amendment to a particular employment standard (such as an amendment to the 8 x 48 hours work rule), then the Collective Agreement or past practice shall prevail and apply. The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under this Collective Agreement, including arbitration.

18.14 NATIONAL DAY OF MOURNING

The Company agrees to allow the employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed or injured on the job.

ARTICLE 19 - WAGE RATES

19.01 Wage rates form part of this Agreement and are set out in Appendix 'A which is attached hereto.

19.02 Before a new classification or job becomes effective, the Company shall determine the wage rate to be paid in relation to existing rates applicable to similar or comparable jobs or classifications. The Company will notify the Shop Committee Chairperson in writing prior to such becoming effective. In the event the Union challenges the wage rate and / or the new classification established by the Company within five (5) days of notification by the Company to the Union, then the matter may be dealt with as a grievance if the challenge is put forward in writing to the Company. Such grievance shall commence at Step 2 of the Grievance Procedure and if necessary, proceed to arbitration as provided herein.

ARTICLE 20 - PAID HOLIDAYS

20.01 The parties agree to fifteen (15) paid holidays in the first year and sixteen (16) paid holidays in the second and third year; dates to be established by mutual agreement prior to June 30, 1997, with two (2) of the days to be established as personal floaters in the first year and with three (3) of the days to be established as personal floaters in the second and third year, to be taken individually by each employee on the day of their choosing provided they give the Company at least one (1) week's notice.

Seniority employees shall be entitled to the following holidays with pay:

Good Friday	Civic Holiday
Victoria Day	Labour Day
Canada Day	Thanksgiving Day
Christmas 1997	December 24, 25, 26, 29, 30, 31
	January 1, 1998
Christmas 1998	December 24, 25, 28, 29, 30, 31
	January 1, 1999
Christmas 1999	December 23, 24, 27, 28, 29, 30, 31

20.02 Holiday pay for eligible employees will be computed

on the basis of the number of hours they would normally be scheduled to work on each of the holidays at the employee's regular straight time rate of pay. All holidays falling on Friday shall be observed on Thursday for the afternoon shift. For the one (1) week at Christmas which involves a full shutdown, employees on the afternoon shift shall be paid forty (40) hours pay for the five (5) holidays.

20.03(a) In order to qualify for each holiday, an employee is required to work their scheduled shift immediately preceding and immediately following the holiday unless absent for a valid reason. Lateness will not result in loss of holiday pay.

(b) If an employee has an unexcused absence either the day before or the day after the designated Christmas shutdown they shall lose only one (1) day of the designated holidays.

(c) Eligible employees absent from work due to any layoff, leave of absence, personal illness, or disablement, shall receive pay for such holiday(s) if such layoff, leave of absence, personal illness, or disablement did not commence prior to thirty (30) calendar days before the holiday(s). Payments made as per this clause shall be made at the same time as employees working received the holiday(s) pay.

(d) Any employee working during the Christmas holidays will be allowed to book an equivalent amount of

days off prior to June 30th of the vacation year, subject to Article 21.10.

20.04 If a holiday listed above is proclaimed on a day other than the traditional calendar day, the proclaimed day will be recognized as the holiday unless the Company and the Union mutually agree upon another day at least fourteen (14) days in advance.

20.05 If a paid holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday. Should the Company and the Union disagree upon which day such holiday shall be observed, the Company shall fix the day and post it at least fourteen (14) days in advance.

20.06 When holiday(s) fall within an eligible employee's approved vacation period, they shall be paid for such holiday(s) and shall be given an extra day(s) off if they so desire.

ARTICLE 21 -VACATION WITH PAY

21.01 For the purpose of calculating vacation pay and vacation eligibility the fiscal year shall be from July 1st of any year to June 30th of the following year. Percentage of vacation pay and time off qualified for during the vacation year are calculated retroactive to the start of the vacation year (July 1).

21.02 Employees who have completed less than one (1) year of service as of June 30th of the year preceding the vacation year will receive vacation pay of four (4) percent of their gross earnings and will be granted a minimum of one (1) day's vacation for each two (2) months of service. The Company reserves the right to schedule vacations under this clause at times other than during plant shutdowns.

21.03 Employees who have one (1) year of seniority as of June 30th of any year will receive two (2) weeks vacation and will receive vacation pay at the rate of four (4) percent of their gross earnings.

21.04 Employees who have four (4) years of seniority as of June 30th of any year will receive three (3) weeks vacation and will receive vacation pay at the rate of six (6) percent of their gross earnings.

21.05 Employees who have eight (8) years of seniority as of June 30th of any year will receive three (3) weeks vacation and will receive vacation pay at the rate of seven (7) percent of their gross earnings.

21.06 Employees who have ten (10) years of seniority as of June 30th of any year will receive four (4) weeks vacation and will receive vacation pay at the rate of eight (8) percent of their gross earnings.

21.07 Employees who have sixteen (16) years of seniority as of June 30th of any year will receive four (4) weeks vacation and will receive vacation pay at the rate of nine (9) percent of their gross earnings.

21.08 Employees who have twenty (20) years of seniority as of June 30th of any year will receive five (5) weeks vacation and will receive vacation pay at the rate of ten (10) percent of their gross earnings.

21.09 In an employee's twenty-fifth (25th) year they shall receive a sixth (6th) week and an additional two (2) percent. Employees who have thirty (30) or more years to receive six (6) weeks with twelve (12) percent.

21.10 During the months of July and August, the Company will grant vacation time to up to thirty (30) percent of the employees in each classification, by seniority. For the purpose of this article all Direct Labour and General Labour classifications will be considered as a single classification. To qualify for July and August vacation it must be scheduled by May 1st of the calendar year. For all other vacation (other than July and August) the Company will grant vacation time to up to twenty (20) percent of the employees in each classification, on a first come first scheduled basis. In the event that more employees submit their request for vacation at the same time seniority will prevail.

In all cases the maximum number of employees will

be determined by rounding up the percentage calculation (i.e. $4 \times 30\% = 1.2$ rounded up to 2). The Company will use the language of Article 13 when transfers are required.

Once scheduled, no changes will be allowed without mutual agreement.

21.11 An employee whose employment is terminated, quits or who dies shall receive any unpaid vacation pay due them at the time they are terminated, quit or die.

21.12 Vacation pay shall be paid weekly. The Company shall retain and hold the gross vacation pay in trust for employees to be paid net of deductions, by the end of the first week of July unless requested earlier if an employee is laid off indefinitely. Incometax will be prorated.

An employee may request any unpaid vacation due prior to the vacation year provided they make written application; such request will be granted in conjunction with 21.10. Employees requesting and receiving advance vacation time off will also receive the appropriate advance in vacation pay, if requested.

21.13 Each employee, who has worked at least one thousand (1,000) hours in the preceding vacation year, will be paid a vacation bonus of one hundred (100) dollars gross on a separate cheque by the end of the first week of December in each year of this Agreement. Employees who

have worked less than one thousand (1,000) hours in the vacation year will receive a vacation bonus in a lesser amount prorated on actual hours worked during the vacation year.

21.14(a) Every employee with at least one year of Seniority and provided the employee has worked 1500 hours shall take at least two weeks vacation before the year end as defined in Article 21.01 of the agreement.

(b) The Company shall schedule vacation time for any employee who fails to book their two weeks vacation by March 1st of the vacation year.

ARTICLE 22 - BEREAVEMENT LEAVE AND JURY DUTY

22.01 When a death occurs in an employees family the following will apply:

(a) Employees will be excused for three (3) days with pay for the following family members (parent, parent of current spouse, brother, sister, stepbrother, stepsister, step parent, stepchild, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, spouse's grandparents and brother-in-law and sister-in-law of current spouse).

(b) Employees will be excused for five (5) days with pay for the following family members (spouse, child,

commonlaw spouse and children).

(c) The employee upon request will be excused for the applicable days surrounding the funeral with pay excluding Saturday, Sunday, vacation and holidays provided they attend the actual funeral.

(d) In the event the employee attends memorial services in lieu of the funeral, the employee involved will be granted one (1) day leave with pay to attend such service for the following family members (spouse, parents, child, brother, sister, grandparent, grandchild, common law spouse and children).

22.02 Seniority employees who serve on jury duty or as a subpoenaed Crown witness, or as a witness subpoenaed in a criminal proceeding shall receive the difference between duty pay and their normal hours pay at the employee's regular straight time hourly rate, including cola exclusive of premium for each day of duty.

The Company's obligation to pay an employee is limited to a maximum of one hundred (100) days in any calendar year.

In order to receive payment, an employee must give management prior notice that they have been summoned for jury duty or as subpoenaed as above and must furnish satisfactory evidence that they reported for and performed

jury duty or as a subpoenaed witness as above on the day for which payment is claimed.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 The Company will grant leave of absence, subject to article 21.10 for personal reasons without pay to an employee provided that such leave of absence does not adversely affect the operation of the plant. Such requests shall be submitted in writing thirty (30) days in advance of leave required and such request shall not be unreasonably withheld. In an emergency or in circumstances agreeable to the Company 21.10 will not apply. Such leave of absence for personal reasons will be granted when a request is submitted less than thirty (30) days in advance.

23.02 Seniority shall accumulate during the period of an approved leave of absence for seniority employees.

23.03 An approved copy of any written leave of absence granted under the leaves of absence section, will be furnished to the employee and the Union Representative.

23.04(a) Any employee with seniority elected or appointed to Union Office or selected for other Union activities by the National Union, shall be granted a leave of absence for a period of up to one (1) year with extension privileges, provided, however, that such employee shall renew their leave of absence annually. Employees returning from Union

Office leaves as referred above, in the case of leaves of six (6) months duration or longer, shall notify the Company of their availability and desire to return to work, and the Company shall have thirty (30) working days to return the employee to work in their previous job, following such notice. If, however, the employee does not have sufficient seniority to return to their job, they will exercise plant-wide seniority accordingly.

(b) The Company will grant a request for a leave of absence to allow an employee to hold full time municipal, provincial, or federal office. While on such leave an employee will continue to accumulate seniority. An employee returning from such leave shall give the Company seven (7) days written notice of their desire to return and the Company will return them to their previous job. If however, the employee does not have sufficient seniority to return to the job, they will exercise plant-wide seniority accordingly.

23.05 An employee with seniority who is unable to work for more than three (3) days because of illness or injury, and who furnishes satisfactory medical evidence, shall be granted a leave of absence while disabled. They will be returned to work in accordance with their seniority, provided they furnish satisfactory medical evidence of recovery.

23.06 An employee with seniority shall be granted a leave of absence of up to one hundred and twenty (120) days once during the life of the contract in the event of being

incarcerated for any conviction. In addition, the parties agree to cooperate in the temporary absence program (**TAP**).

23.07 If the employee fails to return from a leave of absence on the date specified on the leave of absence form, the employee may be subject to disciplinary action up to and including discharge unless they provide the Company with a valid reason.

23.08 An employee returning from leave of absence will be placed in their former classification and shift, seniority permitting.

ARTICLE 24 - PREGNANCY LEAVE

24.01 The Company shall grant pregnancy and/or parental leave to those employees who qualify as required by the "Employment Standards Act of Ontario".

24.02 The employee requesting the pregnancy leave must make application in writing for such leave to the Company prior to the end of the fifth (5th) month of pregnancy and must supply a medical certificate indicating the expected term of pregnancy.

24.03 Seniority shall accumulate during the pregnancy/parental leave and benefits are applicable as in article 23.02.

24.04 Before returning to work, the employee must provide the Company with a physician's certificate stating that they are fit to return to their normal duties.

ARTICLE 25 - UNION/COMPANY RESPONSIBILITY

25.01 The parties reaffirm their adherence to the principle of a fair day's work for a fair day's pay, and agree to use their best efforts to promote understanding of this principle, to the end that mutual benefits may be realized.

25.02 It is the intent of the parties, in the interest of attaining peaceful, orderly relations and efficient uninterrupted operations, to set forth in this Agreement the obligations of the Company to the Union and the employees it represents, and to provide the procedures for an orderly resolution of any grievances which may arise from actual day-to-day relations under this Agreement.

25.03 The Company agrees that in the exercising of its management's rights and in the administration of this Agreement, it shall do so both fairly and reasonably recognizing the needs and desires of its employees covered by this Agreement.

25.04 APPENDICES:

Attached hereto and forming part of this Agreement is Appendix "A" covering Job Classification and Wage

Schedule.

Attached hereto and forming part of this Agreement is Appendix "B" covering Skilledtrades.

Attached hereto and forming part of this Agreement is Appendix "C" covering various Letters of Understanding.

ARTICLE 26 - INSURANCE PROGRAM

26.01 The following insurance program shall remain in existence for the terms of this Agreement and will be provided and paid for by the Company on behalf of seniority employees and their dependants.

The Company will provide a copy of the master agreement upon request and notify the Union of any changes. Changes will not modify benefit coverage by providing a lessor benefit than specifically agreed to in this Article.

a) Green Shield or equivalent CAW extended health services plan plus Semiprivate hospital accommodation, out-of-province benefits. Chiropractor (to a maximum \$600.00 per year per individual) and hearing aids and repairs (to a maximum \$650.00 in any 5 year period) will also be added to the coverage.

b) Weekly Indemnity - 1st day of accident,

hospitalization or day surgery, 4th day of sickness, for equal to the length of time the employee is disabled or twenty-six (26) weeks, whichever comes first. An employee is disabled if they are prevented by illness or accident from performing the duties of their own classification and does not engage in any other occupation or employment for wage or profit. Benefit equal to 75% of the employee's weekly wage plus Cola or a maximum of \$1000.00 per week. Where additional medical evidence is required, the Company will pay for all requested forms once the claim is established.

The Company will advance \$300.00 to an employee for each week that the employee is entitled to insurance carrier disability or WCB benefits, excluding disability pensions, until the employee has received their initial cheque. This will apply to employees, upon request, who have not received a forty (40) hour pay cheque, for each week while waiting for their benefit cheque, provided that the employee signs an agreement to repay the advance as outlined below:

Repayment of such advances may be made by either of the following:

- i) Cash or personal cheque.
- ii) Sign over Benefit Cheque(s) or WCB Benefits payable to the Company.

If the advance is not repaid within 2 weeks after

benefits commence or from the date of notice disqualifying the employee from receiving benefits, the Company may deduct the outstanding amount from any monies owed or to be owed to the employee, including vacation pay accrual(s), payroll deduction up to \$70.00 from each week's wages, or by any means deemed necessary.

Failing the Company's ability to recover these monies, **as** might be the case with inactive employees, the employee(s) will be required to make arrangements to repay any monies owed.

An employee has the option to coverage under this clause, *if a* Workers' Compensation Claim is appealed or denied and the employee does not receive any WCB benefits, subject to the carriers approval of medical evidence submitted by the employee. An employee may apply for WI while awaiting WCB approval only for incidents with an element of non-work related cause. The employee must sign an agreement that if future monies are received from WCB in relation to such claim, the employee agrees to repay the insurance carrier as detailed above.

c) Life Insurance: Double the employee's annual wage to the nearest \$1200.00 to a maximum of \$50,000.00 A.D. and D.: Double the employee's annual wage to the nearest \$1200.00 to a maximum of \$50,000.00.

d) Long Term Disability: Applicable after a disabled

employee has exhausted Weekly Indemnity Benefits for the period of disability or to age **65**, whichever comes first,

An employee is disabled if they are in a state of incapacity due to illness or accident which:

i) while it continues during the elimination period and the following **12** months, prevents the employee from performing the essential duties of their own classification,

ii) while it continues after (i) above, prevents the employee from earning at least **66 2/3%** of their basic earnings at the beginning of the elimination period in geographic region,

iii) the period in (i) above **will** be extended **to** the age of **65** for employees who become disabled after completing thirty-five (**35**) years of service with the Company.

(e) Drug Plan: Green Shield or equivalent; **\$.35** deductible for drugs excluding 'fertility drugs.'

(f) Vision Care: Effective July **1st 1997**, Green Shield or equivalent maximum of **\$220.00** in any *two* (2) years.

(g) Dental Plan: Effective January **1st 1997**, to December **31st 1997**, Green Shield or equivalent **100%** basic dental plan on **1996** O.D.A. fee schedule. With a one year lag on the O.D.A. fee schedule payable on Green Shield or equivalent **100%** basic dental plan for **1998, 1999, 2000**, from January 1st to December **31st** of each year.

Dentures and repair of same and orthodontics at a 50-50 co-pay to a maximum \$1500.00 lifetime for legal dependants. Your dependants include your spouse (legally married or registered common-law spouse if such relationship has existed for a least one (1) year), unmarried children under 21 years of age (under 25 years of age if they are full time students) and mentally or physically disabled children of any age. Company to provide 100% of periodontal care, also, root canal at the applicable O.D.A. fee as defined above, **All** of the above applicable after an employee has attained six (6) months seniority.

Coverage on lay-off to apply until the end of the second month following the month of lay-off.

26.02 When on approved leave of absence, disability benefits cease immediately, except in the case of full-time Local Union office. Upon your scheduled return to active work, you may apply and qualify for disability benefits from the date of your scheduled return for an incident that continues beyond your date of return. The elimination period is determined from the date of incident.

When on an approved leave of absence, survivor and health benefits continue for a period of up to one hundred and twenty (**120**) days except in the cases of full-time government office or National CAW office where they cease **at** the end of the month of the leave of employment. In the case of combined parental / pregnancy leave survivor

and health benefits may extend up to thirty-five (35) weeks.

- SURVIVORS BENEFITS: - Life Insurance
Accidental Death and
Dismemberment
- HEALTH BENEFITS: Extended Health
Drug
 - DentalVision Care
- DISABILITY BENEFITS: Weekly Indemnity
Long Term Disability

In the event of termination of employment, survivor and health benefits will cease at the end of the month of termination of employment.

In event of layoff, survivor and health benefits will cease at the end of the second month in which the layoff became effective.

In the event of termination of employment or layoff, disability benefits cease immediately. Under these conditions, you will be eligible for unemployment insurance benefits. Benefits will cease for employees with five (5) years seniority or more the fourth month following the effective day of layoff.

ARTICLE 27 - COST OF LIVING ALLOWANCE

27.01 All employees in the bargaining unit, shall receive a Cost of Living Allowance for each hour worked or compensated, determined in the following manner:

27.02 The **Cost** of Living Allowance will be adjusted for fluctuations in the consumer price index, published by Statistics Canada (1981=100) at the rate of one (1) cent for every .125 deviation in the consumer price index in accordance with the schedule hereunder.

EFFECTIVE DATE OF ADJUSTMENT	C.P.I. PUBLISHED IN
October 1st	September
January 1st	December
April 1st	March
July 1st	June

27.03 The **Cost** of Living Allowance shall begin with the Consumer Price Index published in April 1997 as the base equal to zero (0) cents.

ARTICLE 28 - PLANT MOVEMENT

28.01 Except where prohibited by law, whenever the Company transfers operation from any plant covered by this Agreement to another plant owned, acquired or built by the

Company, employees engaged in such operations or any employee laid off as a result of such transfer, may if they so desire, be transferred to the new plant with their full Company seniority including all the benefits provided for in the Agreement.

To be eligible for such transfer, the affected employee must notify the Company in writing of his desire to relocate.

Any employee declining such a transfer may accept a termination and be eligible to receive severance pay in accordance with the requirements of Ontario Law.

ARTICLE 29 - PLANT CLOSURE AND SEVERANCE ALLOWANCE

29.01 The Company shall give the employees and the Union at least eight (8) weeks notice where there is a permanent discontinuance of operations. The Company agrees to pay each employee who is laid off as a result of permanent discontinuance, or who has been laid off within six (6) months, an amount equal to the employee's regular wage for a no overtime week multiplied by:

- a) One (1) times for less than five (5) years
- b) One and one half (1.5) times for five (5) years and less than ten (10) years

c) Two and one half (2.5) times for ten (10) years or more

the number of employee's completed years of service within the Company or as prescribed in the appropriate legislation, whichever is greater.

29.02 In the case of other than permanent discontinuance, the Company agrees to pay each employee with five (5) but less than ten (10) years who has been laid off for twelve (12) months an amount equal to the employee's regular wage for a no overtime week multiplied by the number of the employee's completed years of service within the Company or as prescribed in the appropriate legislation, whichever is greater.

29.03 In the case of other than permanent discontinuance, the Company agrees to pay each employee with more than ten (10) years of service who has been laid off for twenty-six (26) weeks an amount equal to the employee's regular wage for a no overtime week multiplied by the number of the employee's completed years of service within the Company or as prescribed in the appropriate legislation, whichever is greater.

29.04 For the purpose of this Article the employee's years of service will be calculated based on the last day worked prior to the employee's layoff. Years of service will be rounded up to the next year for purposes of this Article.



29.05 Acceptance of severance payment as defined in this Article will sever the employee's seniority and the employee will be deemed terminated. For the purpose of this Article and for any applicable legislation, such payment shall be deemed to be a severance payment and is not to be considered wages, salary, or payment in recognition of hours worked.

29.06 In the event of notice of permanent discontinuance of operations, the Company will enter into negotiations within seven (7) days, in good faith, to bargain an adjustment plan.

ARTICLE 30 - DURATION

30.01 This Agreement shall be effective from **the 1st day of July 1997 to and including the 30th day of June 2000.** ~~Either party shall be entitled to give notice in writing to the~~ other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of this Agreement. Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this

Agreement beyond the expiry date of the 30th day of June, 2000, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

Provided that for the purpose of all notices under this Article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

30.02 Notice that amendments are desired or that either party intends to terminate the Agreement shall only be given during the period of not more than ~~sixty~~ (60) days and not less than thirty (30) days prior to the anniversary date.

30.03 It is understood that during any negotiations following notice of termination or notice of amendment, either party may bring forward counter-proposals arising out of or related to the original proposals.

30.04 This Collective Agreement is hereby duly executed by the said parties. This 16th day of July 1997.

Signed on behalf of the Company:

Keith Howe
Gerry Tschner
Jerry Sherman
Eldon Bennett
Beve LaLonde

Signed on behalf of the Union:

Barry Langer - Plant Chairperson
Gord Adams - Skilled Trades Committeeperson
Dan Brule - Committeeperson
Dawn Dawson - Committeeperson
Chris Clarke - Committeeperson
Scott Schneider - Committeeperson
Dave Bailey - Local President
Craig Grant - National Representative CAW

1) JOB CLASSIFICATION AND WAGE SCHEDULES:

APPENDIX 'A'			
JOB CLASSIFICATION AND WAGE SCHEDULE			
DESCRIPTION	JULY 01, 1997	JULY 01, 1998	JULY 01, 1999
INDIRECT			
INSPECTOR	18.55	18.85	19.20
FORKLIFT OPERATOR	17.75	18.05	18.40
RECEIVER	18.45	18.75	19.10
SHIPPER	18.45	18.75	19.10
CRIB			
ATTENDANT	18.95	19.25	19.60
DIE SETTER	18.95	19.25	19.60
SPOT WELD			
	18.95	19.25	19.60
	17.35	17.65	18.00
TOOL & DIE MAKER	22.34	22.64	22.99
MILLWRIGHT	22.34	22.64	22.99

PRESS OPERATOR	17.48	17.78	18.13
SPOT WELDER	17.48	17.78	18.13
HEAT STAKE	17.48	17.78	18.13
PRESS OPER. AUTO PROG. DIE	18.20	18.50	18.85
SPOT WELD ADJUST	17.95	18.25	18.60
MIG WELDER	17.75	18.05	18.40
BOX MAKER	17.48	17.78	18.13

NOTES:

New employees receive 15% less than classification plus applicable COLA for their probationary period.

Shift premium:

SHIFT	SHIFT	SHIFT
3:00 p.m. - 11:00 p.m.	11:00 p.m. - 7:00 a.m.	4:00 p.m. - 2:30 a.m.
.75	.85	.75

2) PAYMENT OF WAGES

Wages shall be paid by cheque on a weekly basis on Thursday afternoon.

APPENDIX 'B'**SKILLED TRADES**

The provisions of General Agreement shall apply to employees in the Skilled Trades except as altered by the provisions of this Appendix.

Section 1 - Seniority in the Skilled trades shall be by non-interchangeable trades. There shall be a separate seniority list by basic trades for Skilled Trades.

Section 2 - Employees presently working in the Skilled Trades as of the signing of this Agreement shall have their total bargaining unit seniority in their trade. Future employees entering a trades classification shall have date of entry seniority in their trade.

Section 3 - The term Journeyperson as used in this Agreement shall mean any person

- a) who presently holds a Journeyperson's classification in a skilled trade occupation; or
- b) who has served a bona-fide apprenticeship (4

years - 8000 hours) and holds a certificate which substantiates their claim of service; or

c) who has eight (8) years of acceptable practical experience in the Skilled Trades classification in which they claim Journey person designation and can provide satisfactory evidence of same. A CAW/UAW Journey person's Card will be accepted as proof; or

d) who holds an Ontario License Certificate of Qualification issued by the Ministry of Colleges and Universities provided they qualify under b) and c) above;

e) prior to an employee's starting date, the Company shall present to the Union documented proof of the respective trade that the new employee is applying for.

Section 4 - Any future employment in the Skilled Trades shall be limited to Journey persons and apprentices, except as provided in Section 5.

Section 5 -

a) During any period when Journey persons are not available, including being called at home, it is agreed that non-journey person employees may be re-classified on a temporary basis to supplement the workforce in a Skilled Trades classification. They shall be known as supplemental employees.

b) The opportunity to work as a supplemental employee shall be offered first to seniority employees or

second to any laid off employees with seniority provided employees have the present ability or an adaptable skill to do the work.

c) When a Journeyperson becomes available either by hire, transfer or graduation of an apprentice in a skilled classification to which a supplemental employee has been assigned, such Journeyperson will replace the supplemental employee who shall then be laid off or returned to his original classification.

d) A supplemental employee shall not accumulate seniority within the Skilled Trades classification but shall accumulate bargaining unit seniority to return to his former job, or apply for vacancies in the plant, as provided elsewhere in this Agreement.

e) Supplemental employees shall receive one dollar and sixty cents (**\$1.60**) per hour below the Journeyperson's rate.

f) Supplemental employees shall not be permitted to work overtime until all Journeyperson in the trade being supplemented are given the first opportunity.

g) A supplemental employee will have seniority in respect to other supplemental employees assigned to a given classification.

**Section 6 - REDUCTION OF SKILLED TRADES
WORKFORCE**

1) If employees are to be reduced from any skilled classification, such junior employees will be laid off in order of their seniority from such Skilled Trade classification.

2) Recall shall be made in reverse order of layoffs.

Section 7 - INSURANCE

The Company agrees to provide fire insurance to cover recognized tools of the trade for Skilled Trades employees. This coverage to provide full replacement value.

Section 8 - TOOL ALLOWANCE

The Company agrees to pay a tool expense reimbursement of up to three hundred dollars (\$300.00) annually to each Skilled Trade employee. Employees seeking reimbursement will have to bring in proof of purchase of tools which are recognized as necessary in their job functions.

Section 9 - EDUCATION

In the event the Company may acquire some advanced type machinery or equipment that would call for

special servicing or operation by an employee of the appropriate Skilled Trade, it is agreed that such employee will be given the advantage of taking instruction as may be needed. The Company will offer instructions or training opportunities within a reasonable period of time to all Skilled Tradespersons within the affected classification by any method determined by the Company.

The Company agrees to pay the cost of lost wages, if any, for such training.

SECTION 10 - DUES SKILLED TRADE COUNCIL

The Company agrees to deduct dues as may be authorized by the Canadian Region Skilled trades council CAW upon receipt of the individual authorized cards signed by such employees. This deduction will be made in the month of January each year.

Section 11 - The Company agrees to implement a CAW Apprenticeship Program with the standards to be worked out within six (6) months of the signing of this Agreement and such standards shall be considered as an inseparable part of this Appendix.

Secton 12 - Should a Skilled Trades employee become medically unfit and unable to follow their skilled trade, both the Company and the Union will place such an employee on a job he/she is capable of performing in 12:08. In the event

that an employee removed from a Skilled Trades classification is subsequently cleared, by medical examination, to return to such classification he/she may elect to exercise total accumulated Skilled Trades seniority provided he/she exercises such election within fourteen (14) calendar days of his/her receipt of medical clearance.

Section 13 - The Company and Union agree that when there are complaints and grievances pertaining to Skilled Trades employees, discussions and resolves that involve the Union will include the appropriate Skilled Trades Union Representative(s).

APPENDIX 'C'
LETTERS OF UNDERSTANDING

No. 1 LETTER OF UNDERSTANDING
RE: PAID EDUCATION LEAVE

The Company agrees to pay into a separate fund three (3c) cents per hour per employee for all compensated hours during the life of the Agreement for the purpose of providing paid education leave for members of the Bargaining Unit, selected by the Union to attend courses to upgrade skills in all aspects of trade union functions. Such monies will be paid on a quarterly basis commencing August 1, 1978 into a trust fund established by the National Union, CAW and sent by the Company to CAW Paid Education Leave Training Program, 205 Placer Court, North

York, Ontario. It is further agreed that selectees will be granted a leave of absence without pay for twenty (20) days of class time plus travel time, where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees will continue to accrue seniority and benefits while on leave.

**No. 2 LETTER OF UNDERSTANDING
RE: CMM**

The minimum prerequisites required to post for the position of CMM Operator-In-Training include the successful completion of Grade 12 mathematics or a suitable equivalent and both of the prescribed courses below, items #1 and #2 (taken at a recognized College or University.)

- #1 Fundamentals of Quality Assurance
- #2 Engineering and Blueprint Reading
- #3 Geometric Dimensioning and Tolerancing
- #4 Co-ordinate Measuring Machines

Successful completion of all of the above courses, #1 through #4 inclusive and the related skill testing verification would allow the candidate to post as an Entry Level CMM Operator. The rate of pay would be \$.50 per hour above that of Inspector.

Course requirements must be completed within eighteen months (18) of entering the program. Extensions to

the time limits will only be granted if mutually agreeable.

Successful completion of the additional advanced courses (#5 and #6) below and the related skill testing verification at the advanced level would result in a further increase of \$.50 per hour or \$1.00 total per hour above the rate of Inspector.

Advanced Level Courses required are:

- #5 Metrology
- #6 Advance Co-ordinate Measuring Machine

All CMM Operators and Operators-In-Training must be able to perform the current inspector duties when required and will follow the Job Description, Policies, Procedures and Standards as determined by the Company and the Quality Assurance Department Manager.

It will have to be determined at what level current operators are at.

**No. 3 LETTER OF UNDERSTANDING
RE: BARGAINING UNIT WORK**

It is the intent of the Company for the duration of this Agreement that work normally and historically performed by the Bargaining Unit employees will not be performed by people outside of the Bargaining Unit or

outside contractors.

No bargaining Unit employee with present skills and ability will be on layoff while work belonging to the Company is being performed by people outside the Bargaining Unit, unless the manpower, skills, equipment and facilities cannot effectively perform the work to be done.

The Company agrees to have meaningful discussion with the Union prior to any job being contracted out.

The Company will meet with the Plant Committee to provide a means of regularly addressing mutual concerns which pertain to sub-contracting decisions and their potential impact upon the workforce. The meeting times are provided for under Article 6.11.

**No. 4 LETTER OF UNDERSTANDING
RE: PENSION PLAN**

Benefits, terms and conditions of the operation of the Pension Plan based upon the Company contributions agreed to in the Collective Agreement will be determined by a joint Union-Management Committee. Such Committee is to be comprised of up to three representatives of the Union and of the Company. Non-skilled pension funding will increase by an additional \$0.10 July 1, 1997 and by an additional \$0.12 July 1, 1998 and an additional \$0.20 July 1, 1999. The accumulated non-skilled funding of the pension

plan at the end of this agreement will total \$1.496 per hour worked.

Skilled Trade persons will have a separate pension plan and pension funding will increase by \$0.15 July 1, 1997. and by an additional \$0.17 July 1, 1998 and an additional \$0.25 July 1, 1999.

The Skilled Trades' accumulated funding of the pension plan at the end of this agreement will total \$1.71 per hour worked.

Pension contributions on Union leave will be reimbursed by the Local on a monthly basis.

In the third year of this contract as at July 1, 1999, pension credits will apply as for regular working hours (straight time) for the seven paid holidays during the Christmas shutdown.

A one time \$2,000 transition bonus will be payable to a seniority employee on his or her retirement at age 65 or retirement at the age as outlined under the early retirement option of the pension plan.

**No. 5 LETTER OF UNDERSTANDING
RE: CONTINUOUS IMPROVEMENT PROGRAMS**

It is understood that the Company's

Continuous Improvement Programs are necessary to achieve and uphold the highest possible rating by our customers. Pride in our products and processes will ensure future repeat business for Apex.

The Company's progress towards its visionary goals will be guided by its mission and measurables of Q.O.S. The Company's visionary goal will not undermine the Union.

**No. 6 LETTER OF UNDERSTANDING
RE: PROCEDURE PRESCRIPTION SAFETY
GLASSES**

Refer to Article 18 - Health and Safety, Section 18:02 which reads:

'The Company will provide safety glasses that must be worn at all times throughout the plant. The company will bear the full cost of the first pair of such glasses, including prescription lenses and the frames **must** be approved safety frames. In addition, the Company will assume the cost of replacement safety glasses if they are damaged on the job, worn out or if a new prescription is required.'

PRESCRIPTION LENSES:

- 1) Apex will cover the cost of approved lenses

and frames, only if permission is obtained from Apex in writing prior to purchase. Any glasses purchased without Apex approval will not be paid for.

2) Only frames as mutually agreed will be approved for purchase.

3) After obtaining a lens prescription, employee must obtain a 'Lab Copy' form and take it to any mutually agreed optical centre.

4) Tinting lenses will not be approved unless type of work done by employee warrants this type of lens.

**No. 7 LETTER OF UNDERSTANDING
RE: ARTICLE 2:01**

Should students be assigned to bargaining unit work, they will not be paid less than the starting rate of new hires.

**No. 8 LETTER OF UNDERSTANDING
RE: NEW TECHNOLOGY**

Technological change means the introduction by the Company of new equipment, work, methods, organization, processes or operations different in nature or type from that previously utilized by the Company or any modifications to present equipment, work methods,

organization, processes or operation. The Company agrees to the following when introducing technological change:

a) To provide the Union as much advance notice as possible prior to the introduction of new technology.

b) To work with the Union to ensure the least adverse effect on employees when introducing new technology.

c) To provide the necessary retraining of present employees on a seniority basis to operate jobs affected by the new technology.

d) To provide the necessary training to Skilled Trades employees to repair and maintain any new equipment or processes introduced.

The Company in an effort to meet these objectives will continue to support a Joint New Technology Committee comprised of two (2) representatives each. The parties may mutually agree that all technological change as defined above does not merit full analysis and review prior to implementation particularly where there is no major disruption in the employees work methods.

**No. 9 LETTER OF UNDERSTANDING
RE: EMPLOYEE ASSISTANCE PROGRAM**

#1 The Company and the Union recognize that there are individual problems that can be successfully treated when properly identified and referred to a professional counsellor. This is true when the problem is one of physical or mental illness and the result of alcoholism or drug abuse.

#2 The Company and the Union recognize that alcoholism or drug addiction is an illness. Substance abuse affects workers and the Company's operation. The Company and the Union, through the 'Employee Assistance Program' will provide support to its employees.

#3 This in no way negates the Company's right to discipline or the Union's right to the grievance procedure.

Section 1 Seniority employees will be eligible to enroll in a professionally managed, independently administered Support Program.

Section 2 A program overview will be presented to both the management and the Union Chairperson. Since this program is administered

separately from the Company, a high level of confidentiality will be assured to those individuals who participate.

Section 3 The Company will provide all normal Group Insurance Benefits while under a medically prescribed course of treatment as outlined in the Company's Group Insurance Plan. An institute selected must be covered under OHIP.

Section 4 No internal EAP Representative to be paid. The Union Chairperson will oversee.

**No. 10 LETTER OF UNDERSTANDING
RE: HEAT RELIEF**

The Company agrees that, when the temperature and humidity in the plant reaches a level that the comfort and health of the employees is in question; the Company will meet with the Shop Committee to discuss and agree on a course of action. Such action may include the extension and increase in the number of breaks, the providing of refreshments and in extreme cases the opportunity for employees to leave work early.

**No. 11 LETTER OF UNDERSTANDING
RE: UNION HEALTH AND SAFETY OFFICE(S)**

The Company will provide an equipped office(s) in the plant for the use of the Plant Committee and the Union members of the Joint Health and Safety Committee. These Office(s) shall have a lock and key system separate from the normal plant system and shall both include a desk, telephone, chair, a four (4) drawer filing cabinet and a computer. Both committees will be permitted reasonable access and use of the Company photocopier and fax machine for the purpose of Union business. The Company will facilitate access by the Joint Health, Safety and Environment Committee to the Canadian Centre for Occupational Health and Safety.

It is the Company's intention to restructure the Union office in order to reduce the noise level. This is scheduled for completion in eight (8) weeks.

**NO. 12 LETTER OF UNDERSTANDING
RE: CREDIT UNION**

The Company will maintain the payroll deduction for Credit Union upon request for the life of this Agreement.

**NO. 13 LETTER OF UNDERSTANDING
RE: JOB ASSIGNMENTS**

a) During negotiations, the parties discussed job assignments and job rotation within classifications and it was agreed that when a complaint is initiated by an employee, the Company and the Union will endeavour to accommodate re-assignment request within the employee's classification through mutual agreement.

b) For the purpose of job assignments within a class:

Seniority applies only when there are not enough jobs for all in the class on the shift at the beginning of the shift.

Employees with physical limitations will be accommodated in their class with job assignments to the level of their seniority.

When there are not enough jobs in the class available to accommodate employees with limitations due to their seniority, then they can be transferred and accommodated in another class which has a job available that they are capable of doing, up to the level of their seniority.

**NO. 14 LETTER OF UNDERSTANDING
RE: VACATION ELIGIBILITY**

The Company agrees that the method of calculating vacation entitlement will be changed as follows:

Effective with this year's vacation period, employees shall receive vacation time and pay based on their accumulated years of service as of June 30th of the preceding vacation year (i.e. July 1, 1991 based on years of service June 30, 1992). In complying with 21.11 of the contract beginning July 1988 employees will receive vacation pay set aside based on their then accumulated service. When they reach their anniversary date should it affect their entitlement as per Clause 21.03 through 21.09 they shall then have the deduction set aside based on their new service. At the year end June 30th the vacation pay shall be recalculated to include the full percent ~~between~~ **July 1st** of the previous year and June 30th of the current year which shall be the payout by the end of the first (1st) week of July.

**No. 15 LETTER OF UNDERSTANDING
RE: BEREAVEMENT**

The parties agree that for the purposes of Bereavement a payment request form be filled out with personnel to authorize the absence. The employee involved will be requested to sign without the need of providing proof of death. However, if the absence is found later to be

fraudulent, the employee involved will be subject to discipline, up to and including discharge.

**NO. 16 LETTER OF UNDERSTANDING
RE: B.E.S.T. PROGRAM**

The parties agree to support the O.F.L.'s B.E.S.T. Program with the interest of our employees / members in mind. The Company will top up the \$500.00 allowance for lost time, including COLA, when an employee is on an approved 'Train The Trainer' Program. The Company further supports the program by allowing the participants one (1) Company paid hour for one (1) non paid hour of classroom time on a twice weekly basis. The Company will continue its practice of paying for reasonable preparation time.

**NO. 17 LETTER OF UNDERSTANDING
RE: CONTINUING EDUCATION PROGRAM**

The subject of Tuition Reimbursement for outside educational courses was discussed. The Company agrees to reimburse any seniority employee who provides evidence of successful completion of an approved course an amount equal to fifty percent (50%) of the tuition fee paid; subject to a maximum reimbursement of \$400.00 for the life of this agreement. The guidelines for tuition reimbursement are as follows:

a) Request must be made and approved prior to commencement of the course.

b) The course must be offered by a recognized educational or professional organization and must enhance the employee's capability to perform within any classification at Apex Metals. Completion of courses towards an employee's grade twelve (12) certificate will qualify.

c) The course should not adversely affect the employee's ability to perform their current job.

**NO. 18 LETTER OF UNDERSTANDING
RE: INVENTORY**

The Company agrees to fill the job requirements for inventory with the following classifications: forklift then their back-ups for forklift work, Q.A. inspectors then their back-ups for identifiers, shippers, receivers then their back-ups for scale operators and the remainder of requirements will be filled on a plant-wide seniority basis.

Salaried employees shall be used for audit and verification. Bargaining unit members who accept the jobs shall remain until the inventory is completed.

**NO. 19 LETTER OF UNDERSTANDING
RE: SPOT WELD ADJUST**

The Company agrees that when new jobs are planned for in the Weld Department, a meeting will be held with the Union to discuss whether the job(s) in question should be classified as Spot **Weld** or Spot Weld Adjust.

Any dispute arising out of this letter will be referred to the grievance procedure at (Step Two.)

**NO. 20 LETTER OF UNDERSTANDING
BANKING OVERTIME HOURS**

Lieu days will be provided on the following basis:

a) When an employee works overtime he will be credited with time, all or a portion of accumulated overtime hours worked during that year.

b) An employee who wishes to take advantage of overtime lieu days must sign an authorization form and submit it to the Company by the first Monday after the overtime worked.

c) It is further understood that lieu time shall be accumulated up to a maximum of (5) eight hour days or **(4)**

ten (10) hour days in any one year. Such lieu days may be taken individually or together.

d) It is understood when employee(s) request their lieu days, the Company will accommodate the employees needs in this respect subject to 21.10 provided the employee gives at least one (1) weeks notice in advance.

**NO. 21 LETTER OF UNDERSTANDING
RE: TRAINING**

The Company commits to provide to each employee (40) forty hours of training over the life of this agreement.

**NO. 22 LETTER OF UNDERSTANDING
RE: COMMUNICATION MEETINGS**

Communication meetings will be held monthly.

**NO. 23 LETTER OF UNDERSTANDING
RE: WORKERS RIGHT TO REFUSE UNSAFE
WORK**

In the event of legislative changes to the Occupational Health and Safety Act, the Company agrees to continue to recognize the workers right to refuse work which may be hazardous to their health and safety, without reprisal from the Company. This right will remain for the life of this

Agreement.'

'In the event of a dispute as to whether or not work is unsafe and an Inspector is not available to make a decision, a qualified person, able to determine the issue and correct the problem, can be used to settle the dispute.'

**NO. 24 LETTER OF UNDERSTANDING
RE: EQUALIZATION OF OVERTIME HOURS
UNION REPRESENTATIVES**

For the purpose of equalization of overtime hours as in Article 17.03, the overtime hours reported by Union Representatives for the purpose of Union business will not be included. However, for the purpose of asking by low overtime hours, they will be included.

**NO. 25 LETTER OF UNDERSTANDING
RE: OVERTIME DISTRIBUTION**

The Company and the Union agree that overtime will be distributed as per the policy signed on November 11, 1997.