

**COLLECTIVE LABOUR AGREEMENT**

BETWEEN:  
P.J. WALLBANK MANUFACTURING CO. LIMITED  
PLATTSVILLE, ONTARIO  
BLANDFORD-BLENHEIM TOWNSHIP

hereinafter called "The Company"

AND:

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW-CANADA)  
AND IT'S LOCAL 1524

hereinafter called "The Union"

FOR THE PERIOD

OCTOBER 1, 2006 TO MAY 1, 2008

	Page #
UNION/EMPLOYER PLEDGE	01
ARTICLE 1 - PURPOSE OF AGREEMENT	01
ARTICLE 2 - RECOGNITION:	01
ARTICLE 3 - MANAGEMENT RIGHTS:	02
ARTICLE 4 - UNION MEMBERSHIP AND CHECK-OFF:	03
ARTICLE 5 - NO DISCRIMINATION:	04
ARTICLE 6 - UNION REPRESENTATION:	05
ARTICLE 7 - STRIKES AND LOCKOUTS:	07
ARTICLE 8 - GRIEVANCE PROCEDURE:	08
ARTICLE 9 - ARBITRATION:	09
ARTICLE 10 - DISCIPLINE CASES:	10
ARTICLE 11 - PROBATIONARY PERIOD:	10
ARTICLE 12 - SENIORITY:	11
ARTICLE 13 - LAYOFF:	13
ARTICLE 14 - RECALL:	14
ARTICLE 15 - JOB POSTING:	14
ARTICLE 16 - TEMPORARY TRANSFERS:	17
ARTICLE 17 - PAID HOLIDAYS AND XMAS MAKE UP TIME	17
ARTICLE 18 - VACATIONS:	20
ARTICLE 19 - HOURS OF WORK:	21
ARTICLE 20 - OVERTIME:	23
ARTICLE 21 - SHIFT PREMIUMS:	24
ARTICLE 22 - OCCUPATIONAL ACCIDENTS OR ILLNESS:	24
ARTICLE 23 - SICK LEAVE OF ABSENCE:	24
ARTICLE 24 - PERSONAL LEAVE OF ABSENCE:	25
ARTICLE 25 - PREGNANCY/PATERNAL LEAVE OF ABSENCE:	25

ARTICLE 26 - LEAVE FOR UNION BUSINESS:	25
ARTICLE 27 - BEREAVEMENT LEAVE OF ABSENCE:	26
ARTICLE 28 - JURY DUTY/SUBPOENAED WITNESS:	27
ARTICLE 29 - REPORTING IN PAY:	27
ARTICLE 30 - CALL-BACK PAY:	27
ARTICLE 31 - HEALTH AND SAFETY:	27
ARTICLE 32 - REST AND LUNCH PERIODS:	31
ARTICLE 33 - TOOLS ALLOWANCE:	31
ARTICLE 34 - PAID EDUCATION LEAVE:	33
ARTICLE 35 - MODIFIED WORK PROGRAM	33
ARTICLE 36 - JOB CLASSIFICATIONS AND WAGE RATES:	34
ARTICLE 37 – SKILLED TRADES:	37
ARTICLE 38 – TECHNOLOGICAL CHANGE:	40
ARTICLE 39 – SPRINGMAKER APPRENTICESHIP WAGES:	40
ARTICLE 40 – BONUS RATES:	41
ARTICLE 41 -- EMPLOYEE GROUP BENEFITS	42
ARTICLE 42 ---GROUP INSURANCE CONTRIBUTIONS	43
ARTICLE 43 - LONG TERM DISABILITY:	44
ARTICLE 44 - GROUP RRSP	44
ARTICLE 45 - EDUCATION ASSISTANCE:	44
ARTICLE 46 – SUBCONTRACTING - PRODUCTION	45
ARTICLE 47 – EMPLOYEE ASSISTANCE PROGRAM	46
ARTICLE 48 - DURATION OF AGREEMENT	46
- LETTERS OF UNDERSTANDING	49 - 53



## **UNION/EMPLOYER PLEDGE**

***Local 1524 of the CAW recognizes that in order to provide maximum opportunity for continuing employment, good working conditions and good wages, P.J. Wallbank Mfg. Co. Ltd must be in a strong marketing position; this requires that it must produce efficiently and, consistent with fair labour standards, at the lowest possible cost. Local 1524 of the CAW, through its bargaining agency, accepts responsibility for cooperating in the pursuit of these goals.***

***Local 1524 of the CAW and P.J. Wallbank Mfg. Co. Ltd. therefore accept that:***

- 1. They will cooperate and support any and all efforts to ensure a full day's work, combating absenteeism or any other practice which restricts production;***
- 2. They will cooperate and support any and all efforts to improve production, eliminate waste, conserve materials and supplies, improve the quality of workmanship, prevent accidents and strengthen the goodwill between P.J. Wallbank Mfg. Co. Ltd, its employees, its customers, Local 1524 of the CAW and the community at large.***

***All of the above shall be attained within the framework of the collective bargaining agreement. P.J. Wallbank Mfg. Co. Ltd agrees that it will administer this labour agreement in a fair and responsible manner with the intention of supporting the principle of mutual cooperation contained in this pledge.***

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 It is mutually agreed that the purpose and intent of this agreement is to promote co-operation and harmony between the Company, the employees and the Union, and to secure for the parties the full benefits of orderly collective bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the prompt disposition of all grievances, to eliminate interruption of work, and to set forth the conditions of employment, such as hourly rates, hours of work and all other working conditions to be observed by the employees, the Union and the Company. The Company in the administration of the collective agreement, and the application of their management rights, will do so in a fair and reasonable manner.
- 1.02 In this agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural singular, where the text so indicates.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) as the exclusive collective bargaining agent for all employees of P.J. Wallbank Manufacturing Co. Limited, in Blandford-Blenheim Township, save and except Supervisors, persons above the rank of Supervisor, office, clerical, sales and canteen staff, technical staff, engineering staff, training coordinator, designers, draftsmen, vacation replacements employed between April 15 and September 15.

Students employed during the summer school vacation period will be employed as vacation replacements. Students may by mutual agreement of the parties be employed outside the above mentioned vacation period. Students shall not accumulate seniority.

2.02 The word "employee" or "employees" when used in this agreement shall mean only such regular plant employees as are included in the bargaining unit as defined in clause 2.01.

2.03 The following persons, who are not part of the bargaining unit, may do bargaining unit work as follows: (these people will not be employed if qualified bargaining unit employees are on lay-off)

- up to two (2) persons per 2.04
- vacation replacements

All other persons shall not perform any work which is recognized as work of the bargaining unit, except for the purpose of instruction, experimenting or in emergencies.

2.04 For the purpose of learning the business, up to two (2) non-bargaining unit family members at any one time may perform work of the bargaining unit so long as such work does not result in a lay-off of a member of the bargaining unit or an employee is on lay-off. Such employment is considered additional to normal staffing levels and will not be used to deny bargaining unit employees their rights under lay-off, recall, job posting, apprenticeship, overtime or shift selections.

2.05 Part time employees will not exceed five (5) persons.

### **ARTICLE 3 - MANAGEMENT RIGHTS:**

3.01 The Union recognizes and acknowledges that the management of the plant and direction of the working forces are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company:

- (a) to operate and administer its affairs, to direct the working force, to plan, direct and control operation;
- (b) to schedule working hours, to determine the number of employees to be employed, and the right to hire, promote, demote, classify, layoff, recall, transfer, rehire, retire at age 65 (in accordance with current legislation).
- (c) to discipline, suspend or discharge employees, for just cause, the right to make, enforce, and alter, from time to time, rules and regulations covering the operations, a violation of which shall be among the reasons for discipline or discharge, subject to the grievance procedure;

- (d) such rules and regulations shall not be inconsistent with the provisions of the agreement, and any such changes to these rules and regulations will be meaningfully discussed with the Plant Committee before publication;
- (e) to determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment, product components, parts and materials to be used, parts, components, products, materials, services and equipment purchased, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of productions, and the right to introduce new and improved standards or facilities, the right to establish and change occupational standards,
- (f) to determine the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other function and prerogatives, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company.
- (g) the provisions of clause 3.01 are subject to the expressed provisions of this agreement, and provided they are not inconsistent with the terms of this agreement.

**ARTICLE 4 - UNION MEMBERSHIP AND CHECK-OFF:**

- 4.01 All present employees, new hires and probationary employees, as a condition of employment, shall become and remain members of the Union, for the term of the agreement.
- 4.02 Dues are defined for the purpose of this clause as the regular dues and initiation fees as prescribed by the constitution of the Union.
- 4.03
  - (a) The Company will, upon completion of an authorization card, signed by an employee covered by clause 4.01 of this agreement, for the duration of this agreement, deduct from the pay cheque for the first pay period of each month, the regular monthly dues of such employees, and remit monies to the financial secretary of Local 1524 of the National Union CAW-Canada by the tenth (10th) of the month following the month in which the dues were deducted.
  - (b) If an employee, because of absence from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during the second pay period of any month, dues deductions shall be deferred to his next pay period subject to clause 4.05.
  - (c) Initiation fees shall be taken off after the employee has completed the probationary period and shall be taken off on a different pay period than the dues deduction period, immediately after an employee has completed his probationary period.
  - (d) The Company will, at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the amount deducted for the month including the name and status of

any employee from whom the Company has made no dues deductions. This list will also indicate any employee whose employment is terminated, transferred out of the bargaining unit, or who has died.

- 4.04 The Company agrees to supply the C.A.W. National Representative with a list of all employees' names, addresses, postal codes and telephone numbers upon ratification of the agreement. The Company further agrees to provide the financial secretary of Local 1524 with a quarterly list of any changed addresses and postal codes along with names, addresses, postal codes and telephone numbers of new employees hired.
- 4.05 No deduction shall be made from the pay of any employee covered by clause 4.01 of this agreement, in any month, where such employee has worked less than a total of forty (40) hours.
- 4.06 The Company agrees to include on an employee's T-4 slip for income tax purpose, the total Union dues paid for the year excluding any initiation fees.
- 4.07 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this collective agreement.

#### **ARTICLE 5 - NO DISCRIMINATION:**

- 5.01 There shall be no discrimination, interference, intimidation, restraint or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or agents shall not intimidate or coerce or attempt to intimidate any employee of the Company and shall not on Company time or premises conduct Union activities except as herein expressly provided.
- 5.02 The Company and the Union will not discriminate against any employee because of race, sex, creed, religion, colour, national origin, marital status, physical handicap, disability, sexual orientation or political affiliation nor will they condone sexual harassment in any form.
- 5.03 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code as contained in the Employment Standards Act of Ontario.
- 5.04 (a) 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.  
All reports of harassment, verbal or otherwise, must be communicated between both parties. The Union and Company will each appoint one (1) person to act as a confidential contact.
- (b) The CAW Union has a policy document regarding harassment in the workplace and the procedures are outlined for the membership. The policy document is posted on the Union bulletin board. Grievances under this clause will be handled with all possible confidentiality. In the event that the issue is resolved through relocation, every effort will be made to relocate the harasser and not the victim.

- (c) The Company also has posted a notice for the employees information on where and how to contact the Human Rights Commission if needed.
- (d) The Company also welcomes any discussion or assistance for those employees who choose to seek such assistance on harassment and has an open door policy at all times.

#### **ARTICLE 6 - UNION REPRESENTATION:**

- 6.01 (a) The Company acknowledges the right of the Union to elect a Plant Committee which shall be comprised of three (3) Committee persons, one (1) of whom will be the Plant Chairperson and also three (3) Stewards. Two (2) Committee persons and three (3) Stewards will rotate on the day shift, afternoon shift and the night shift. One of the Committee persons or Stewards shall be designated as an employee group insurance benefit representative and a W.S.I.B. representative.
- Where there is not a fully staffed night shift in operation, a Steward will be elected, or appointed.
- (b) The Committee persons and Plant Chairperson at the time of their election must have been employees of the Company with seniority of twelve (12) months or more.
  - (c) The duty of the Committee persons, Stewards and Plant Chairperson shall be to represent the employee(s) in the processing of grievances or complaints as outlined in Article 8 - Grievance Procedure and Article 10 - Discipline cases and in dealing with matters related to the administration of the collective agreement.
  - (d) The Plant Committee or Stewards will be allowed ten (10) minutes for union business, if required, the committee person will inform their supervisor prior to their leaving the job. In the event a supervisor is unavailable the Committee persons will be allowed to leave as agreed in the above language.
  - (e) The Company will provide a private meeting place in one of the Company conference rooms, with a desk, chairs and telephone, for Union business, with the understanding that the rooms are sometimes booked.
  - (f) When employees are working overtime without representation, a Committee person may designate an employee who is scheduled to work on the overtime shift as their representative.
  - (g) The Chairperson shall be allowed to work steady days provided he/she understands and agrees that his/her primary responsibility is to perform the duties of his/her classification.

- 6.02 (a) The Union will inform the Company, in writing, of the names of the Committee persons, Steward(s), Plant Chairperson, Benefit Representative, and Safety Committee and any subsequent change in these names, and the Company will not be required to recognize such appointments until notification from the Union has been received.
- (b) The Company will notify the Union in writing of the management personnel, and any subsequent changes in these names, who will be dealing with the administration of the collective agreement.
- 6.03 (a) The Union recognizes and agrees that the Committee persons, the Steward(s) and the Plant Chairperson have regular duties to perform with their employment, and that only such reasonable time as necessary will be taken by such persons during working hours to investigate and deal with grievances.
- (b) Before leaving his regular work to investigate and deal with a grievance, a Committee person, Steward(s) and the Plant Chairperson shall obtain the permission from his supervisor, and such permission shall not be withheld by reason of production requirements, within a reasonable length of time. The Committee person, Steward(s) or Plant Chairperson shall report to their supervisor on their return.
- (c) The grievor's request to meet with their Committee person, Steward(s), or Plant Chairperson will not be unreasonably withheld and such employee will be allowed reasonable time to meet, with no loss of wages.
- 6.04 Company approved time off work by the Committee persons, the Plant Chairperson, Steward(s), or the grievor, processing grievances or complaints, will be paid by the Company at their normal hourly rate. It is agreed by the Union that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to in-plant Union business. The Union recognizes that cases may occur where the Company may need a reasonable period of time to provide a replacement. He will advise his supervisor of his destination and general nature of his business and the time anticipated to transact such business.
- 6.05 The Company will permit the Union to hold elections of Union representatives on the Company's premises during unpaid time off of the employees on their shift. The locations, and times for voting will be determined by mutual agreement between the Plant Chairperson and Plant Manager. The Company and Union agree that at least three (3) weeks prior to local union elections, the parties will meet for the purpose of arranging shifts for the election committee.
- 6.06 The Committee persons together with the Plant Chairperson shall form the Plant Committee for the purpose of meeting with Management for the administration of this collective agreement and contract negotiations.
- 6.07 (a) The Union will be allowed to post on a bulletin board, by the punch clock, provided by the Company, notices regarding meetings and matters

pertaining only to the Union. Before posting, all such notices must be approved by the Plant Manager or his representative.

- (b) The Company will provide a sign, for the employee's information, indicating the Union representatives for each shift and the Union agrees to keep the names current.
- 6.08 The President of the Local Union and/or a National Representative, will be entitled to be present at meetings with management when deemed necessary by the Plant Committee.
- 6.09 When an employee wishes to see his/her Union representative he/she shall notify his/her supervisor who will inform his/her representative of the request, subject to clause 6.03.
- 6.10 The Union may designate an alternate who will function in the absence from the plant of any Union representative. Notice of such alternate shall be given to the appropriate management representative in writing before such alternate shall function. There shall be no duplication of payment, if applicable, in the case of the Union representative being absent from the plant. The alternate must be a senior employee who is scheduled to work during such absence.
- 6.11 The Company agrees to provide an air conditioned union office with a desk, four chairs, a telephone with outside access, Internet and e-mail access and up to two (2) four drawer locking file cabinets for the exclusive use of the Union, to be situated in plant by mutual agreement.
- 6.12 The Company will hold monthly meetings with the plant committee. An agenda will be given by both parties twenty-four (24) hours prior to such meeting. Those Union representatives on the off shift of any such meeting will be allowed time off prior to or after the shift to attend these meetings including mediation meeting held on-site. There will also be a paid travel time of one (1) hour allowed if a representative is required to travel to and from the meeting without staying to work. The Company will pay all lost time to attend or travel to the monthly meetings.

#### **ARTICLE 7 - STRIKES AND LOCKOUTS:**

- 7.01 The parties hereto agree that there shall be no strikes, work stoppages or lockouts during the life of this agreement.
- 7.02 The words "strikes" and "lockouts" as used herein are agreed to have the meaning defined in the Labour Relations Act RSO 1970.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE:**

- 8.01 The following procedure will be followed in the settlement of disputes arising out of this agreement.

STEP 1: The employee(s) must submit his verbal grievance to his supervisor or his representative, within (5) working days from the date the alleged violation of the agreement becomes known to the grievor. The Committee person or Steward shall be present during such discussions, unless the employee declines. The supervisor shall render a verbal decision to the employee within (3) working days following this meeting.

STEP 2: Failing an answer or a satisfactory settlement as in STEP 1, within three (3) working days, the aggrieved employee accompanied by a Committee person shall meet with his supervisor, or his representative. At this time, the grievance must be submitted to the Company in writing. The grievance should state in what respect the agreement has been alleged to be violated or misinterpreted with reference to the specific clause or clauses relied upon and the nature of the relief or remedy sought.

A decision in writing will be rendered by his immediate supervisor, or his representative, to the Committee person within three (3) working days following this meeting.

STEP 3: Failing an answer or a satisfactory settlement as in STEP 2, within five (5) working days, the aggrieved employee, with the Plant Committee, shall render the grievance, in writing, to the Plant Manager or his representative. A meeting to review the merits of the grievance will be held at a mutually agreed time and date within five (5) working days of such submission. The Committee person may contact a representative from the national office of the Union and/or the President of the Local Union to be present at the meeting. The Plant Manager shall render his decision in writing to the Plant Chairperson, within five (5) working days from the date of the meeting of the parties.

STEP 4: The parties shall agree to proceed to Mediation/Arbitration before moving to Arbitration in Article 9.

- 8.02 Policy or group grievances initiated by the Company or by the Union will be originated at the third step of the grievance procedure, with strict adherence to the term of STEP 3 of the grievance procedure.
- 8.03 Grievances dealing with discharge shall commence with STEP 3 of the grievance procedure, with strict adherence to the terms of STEP 3 of the grievance procedure.
- 8.04 The time limits foreseen at the various steps of the grievance procedure may be extended by mutual consent in writing by both parties.
- 8.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.06 Failing a satisfactory settlement as in STEP 3, the grievance may be submitted to arbitration as outlined in Article 9 of this agreement.

- 8.07 The Company shall not be subject to any financial liability for any period more than, up to, thirty five (35) working days maximum, prior to the date a grievance was filed in writing.
- 8.08 When either of the parties fail to respond to the time limits or agreed upon extensions of the time limits, they will be settled based upon the other party's last written (Step 2) position/response. Such settlement, however, will be on a non-precedent setting basis.

### **ARTICLE 9 - ARBITRATION**

- 9.01 Failing a satisfactory settlement in STEP 3 of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing within fifteen (15) working days after the Plant Manager, or his representative's response.
- 9.02 The parties agree to the following list of single arbitrators who shall be assigned on a rotating basis at the time a grievance is submitted for arbitration pursuant to Article 9.01.
- Ian Hunter  
Howard Brown  
W.B. Rayner
- 9.03 a) The sole arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- b) 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 may agree to request another arbitrator in rotation to provide such a date.
- 9.04 The decision of the sole arbitrator shall be binding and final upon both parties. The sole arbitrator shall be restricted in its award to the provisions of this collective agreement, and shall not in its award add to, delete from or otherwise alter or amend any provisions of this agreement, or deal with any matter not covered by this agreement. The Arbitrator shall have the right to modify any penalty imposed by the Company.
- 9.05 The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 9.06 Any extension of the time limits may be made by either party by mutual consent, in writing, or by the sole arbitrator, who will advise the parties in writing.

### **ARTICLE 10 - DISCIPLINE CASES:**

- 10.01 (a) Any employee to be interviewed related to a documented verbal or written warning, discipline will have his Union Representative present. The

employee will be afforded an opportunity to be interviewed by their Union representative prior to meeting with Plant Management.

- (b) Following a full investigation of the details, the Supervisor will advise the employee and the steward or Committee person of the penalty to be imposed as per Article 10.01 within five (5) working days of the offense, or as such time as may be mutually agreed upon between the Company and the Union.
  - (c) The Company agrees that when it intends to issue a penalty, such discussions will take place in a private office out of plain view of all other employees.
  - (d) When an employee is to be suspended or discharged, the Chairperson or alternate will be notified in writing prior to the action being taken, at which time the Company will provide all relevant information pertaining to the suspension or discharge.
- 10.02 Each disciplinary action given to an employee will remain in effect on the employee's personnel record for a period of twelve (12) months for a verbal and written discipline and fifteen (15) months for suspension. After the expiration of the disciplinary action, the Company's original copy shall be returned to the employee. Once discipline has expired all other related offenses will be reduced in status accordingly.
- 10.03 All documents in an employee's personnel file shall be kept confidential.

#### **ARTICLE 11 - PROBATIONARY PERIOD:**

- 11.01 New hires shall be considered probationary until they have completed a total of four hundred and eighty (480) hours inclusive of overtime, worked within a twelve (12) consecutive month period, after which they shall become regular employees, as defined in clauses 2.01 or 2.02, and their seniority rating shall be their original hiring date.
- 11.02 Probationary employees on four (4) ten (10) hour shifts will be considered to have worked a forty (40) hour work week which is equal to five (5) actual days worked. A probationary employee's daily schedule worked will be considered a day. Probationary employees shall receive no employment benefits, except bereavement and those required by Government law.
- 11.03 He will be credited with up to a maximum of four hundred and eighty (480) hours of employment, inclusive of overtime. His rate of pay shall be adjusted based upon his full Company service. Once he has completed his probationary period he shall then be assigned a seniority date crediting him with his full Company service.
- 11.04 New hires shall be introduced to the Chairperson and/or Union representative on their first day of employment. A reasonable time of up to one hour will be allowed for getting acquainted.

11.05 Probationary rate will be 90% of the full classification rate.

### **ARTICLE 12 - SENIORITY**

12.01 The term "seniority", as used herein, shall mean accumulated service calculated from the employee's original hiring date, as described in clause 11.01.

12.02 In the case of equality in seniority ranking, seniority shall be determined by the alphabetical order of the employee's last name. The status of their seniority shall not decrease or increase because of a name change.

12.03 An employee will lose his seniority and his employment with the Company will be terminated for any of the following reasons:

- (a) If he voluntarily quits.
- (b) If he is discharged and not reinstated through the grievance procedure.
- (c) If he is retired under the Company retirement policy **(see also 3.01 b)**.
- (d) If the employee is absent without Company approved leave of absence for more than three (3) consecutive working days unless he has a valid reason.
- (e) i) If an employee has been laid off due to lack of work and does not return to work within five (5) working days after being contacted personally to report for duty, unless he has a valid reason. When the employee cannot be contacted, the Company will notify the employee by courier to his last known address, and he will be allowed no more than five (5) working days from the registration date of such notification, to report for duty, unless he has a valid reason. A copy of the couriered letter will be provided for the Plant Chairperson at the time of sending.
- ii) If an employee is at work with another employer he will not lose seniority if he reports for work with the Company within ten (10) working days following his notice of recall, as outlined in clause 12.03 e)i).
- iii) If the recall is for thirty (30) calendar days or less and the employee is working elsewhere, the employee can refuse his recall and shall not lose his seniority rights. The Company may verify his employment. Upon the recall exceeding thirty (30) calendar days, the employee must contact the Company to arrange his return to work. The employee will be couriered a recall letter in accordance with Article 12.03 e)i). It is expected the employee will return after ten (10) working days of notifying the Company per 12.03 (e)ii). This article is applicable only once during each lay off period of the individual employee.

- iv) The Company shall accept as a valid reason under Section 12.03 for absences up to one hundred and twenty (120) days, an employees detention or incarceration under the Criminal Code legislation.
  - (f) If an employee overstays a Company approved leave of absence without receiving an extension, in writing, of such leave of absence, unless he has a valid reason.
  - (g) If he accepts gainful employment while on any form of leave of absence without first obtaining the consent, in writing, of the Company.
  - (h)i) If an employee with more than one (1) year of seniority is laid off due to lack of work and not recalled within a period extending beyond twenty-seven (27) consecutive months or length of seniority, whichever is greater.
  - ii) If an employee with less than one (1) year of seniority is laid off due to lack of work and not recalled within a period extending beyond twelve (12) consecutive months or length of seniority, whichever is greater.
- 12.04 (a) It shall be the responsibility of the employee to notify the Company, in writing, promptly of any change in their address and telephone number (listed or unlisted). If an employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.
- (b) Employees' phone numbers shall be kept out of plain view and if an employee requests the number of another employee, it shall not be given out without the permission of the employee whose number was requested except for plant business. A list of employee phone numbers, names and addresses will be given to the Plant Chairperson on a quarterly basis.
- 12.05 Employees who accept a transfer to a position outside the bargaining unit, may be transferred, by the Company, back to the bargaining unit up to five (5) months, and will be credited with the seniority they had at the time of such transfer. They will be transferred to their own classification if such job is available, if no such job is available such employee will be assigned to the lowest job classification by seniority.
- 12.06 An updated seniority list will be posted in each department on a quarterly basis, if changes occur. A copy of the seniority list will be provided for the Plant Chairperson, as well as any changes in writing as they occur.

### **ARTICLE 13 - LAYOFF**

- 13.01 (a) When the Company deems it necessary to reduce the work force for more than one (1) working day, plant wide seniority will be the guiding factor, consistent with the Company's right to maintain a work force of employees who have the abilities to perform the work that is available, at the time of layoff, at the rate of the job. It is agreed and understood that such

employee(s) may require adequate orientation to the work place and/or situation.

- (b) When there is a reduction of staff in the springmakers classification, such layoff will be by entry level seniority in trade at P.J. WALLBANK Mfg.
- (c) Springmakers who have left or leave the employment of the Company, and are rehired as springmakers, will have their seniority start as of their rehire date.
- (d) Entry level seniority in the trade shall be defined as entry into Apprenticeship program (back dated at time of completion of Apprenticeship).
- (e) A Springmaker shall retain their rate of pay for a period not to exceed four (4) months, notwithstanding the fact that the springmaker may be working in a different classification during a period of lay-off in the facility, as long as there is work that they can perform. This policy cannot result in the layoff of any employees with higher seniority than the affected springmaker. The Company can use a laid off springmaker for vacation and short term illness coverage up to a maximum of three (3) weeks without effecting the four month period.

- 13.02 When the Company deems it necessary to reduce the work force in the plant for more than one (1) working day, the Company, whenever possible will give regular employees at work, five (5) working days clear notice of the layoff. The Company will notify employees to be laid off verbally, and if possible, post a list of employees to be laid off on the plant bulletin boards. A copy of the list of employees to be laid off and dates of lay off and any subsequent changes will be given to the Union Committee or Steward prior to the affected employees being notified.
- 13.03 If no work is available because of fire, lack of power, act of God, or for any reason beyond the control of the Company, employees may be laid off, and the seniority provisions of clause 13.01 will not apply for one (1) working day, and the layoff notice provisions of 13.02 will not apply.
- 13.04 The Plant Chairperson, the Committee persons, and the Certified Health and Safety Representative shall not be laid off as long as work is available, for which they have the criteria factors outlined in clause 15.03 of the collective agreement, to perform, the work that is available, at the time of layoff, at the rate of the job. They will, however, bump down in class before they can bump up in seniority- they can also choose not to bump and take the layoff. If no such work is available, he will be laid off under the layoff provisions of this agreement. It is agreed and understood that such employee(s) may require adequate orientation to the place and/or situation.
- 13.05 The apprentice may bump into a classification of the same pay rate or lower as per article 13.01 of the agreement.

- 13.06 When the Company deems it necessary to reduce the work force, the Company will accept employee request(s) for a voluntary lay-off, provided the remaining employees in the plant are capable of performing the work. The employee requests in writing as to how long they wish to be laid off. The Company won't recall the employee for the next available opening until after that date. Employees who accept a voluntary lay-off which exceeds the estimated layoff duration, may exercise their seniority to bump back into the plant upon giving enough notice to allow the company to give the affected person being laid-off proper notice, as per Employment Standard Act.
- 13.07 When the Company deems it necessary to reduce the work force, the order of layoff in the affected class shall be *Students/Agency, Probationary then Part time* before the layoff of any full time bargaining unit employees. Any recall will be made by recalling fulltime springmakers first, then part time.
- 13.08 Employees must advise the company of any bumping desires within forty eight (48) hours of being given layoff notice.

#### **ARTICLE 14 - RECALL**

- 14.01 Recall will be by seniority as outlined in Article 13.01.
- 14.02 Any employee who refuses a recall to any available job shall lose his seniority, and his employment with the Company will be terminated; however, if there are junior employees available who are able to perform the work available his employment will not be terminated if he refuses the recall. An employee must, however, return to his own classification when recalled subject to article 12.03 (e).

#### **ARTICLE 15 - JOB POSTING:**

- 15.01 (a) If a permanent job vacancy exists, or new job classifications are created in the plant, the job posting shall contain a description of the job, department, rate of pay, number of openings and the approximate date when the job vacancy should become available. This shall be posted on the plant bulletin boards for a period of five (5) working days, during which time regular qualified employees (including probationary employees) at the time of such job posting may make application to the Plant Manager or designate for such vacancy. The Company will give a copy of the posting, and the list of applications to the Union and the name of the successful candidate prior to notifying the successful candidates.
- (b) Regular qualified employees off work on Workers' Compensation or disability are required to provide a doctor's note declaring them fully recovered and capable of performing the full functions of the job posting within five (5) working days of selection under clause 15.03. Regular qualified employees on vacation, leave of absence, or off work on WCB or disability may also apply for job postings, either by sending word in writing of their interest or by completing a job posting proxy form before

their absence, and if selected may be required to report for work within five (5) working days of selection under clause 15.03. Those on vacation may reschedule their vacation. There is no obligation on the Company to advise any employee under this provision of any such job posting.

- (c) The plant manager or designate will give the employee a receipt copy of his application for the job posting.
- 15.02 The successful regular employee shall be entitled to only two (2) such transfers in a twelve (12) months period, as a result of obtaining such job transfer by job posting, unless waived by the Company.
- 15.03 (a) Employees bidding for a permanent job vacancy shall be considered by the Company on the basis of their seniority and ability to perform the work. In the case of employees bidding to a permanent job vacancy in Secondary Set-up classification, Springmaker classification, and Apprentice classification, the successful candidate must also be qualified.
- (b) If there is a dispute as to the ability of the senior employee, he will be given an adequate orientation under normal supervision to prove such ability. If there is a dispute as to these qualifications, it will be referred in writing to Step 3 of the grievance procedure.
- 15.04 Employees reclassified, as a result of job bidding, may be demoted for just cause, by the Company, or employee choice at any time, up to twenty (20) days actually worked on the job after such reclassification. Such employee will be transferred to his former classification. Extensions may be granted by mutual agreement between the parties. Employees reclassified to the Secondary Set-up classification, Millwright classification, Springmaker classification, Machinist classification and Apprenticeship program will be granted a thirty (30) day, actually worked trial period.
- 15.05 The subsequent two (2) job vacancies, if any, created by successful job bidding will be filled by a job posting. Any subsequent job vacancy(s) if any, will be filled at the discretion of the Company.
- 15.06 Nothing contained in this article shall be construed to limit the Company's right to hire new employees from outside, if there are no qualified employees within the bargaining unit, to fill the vacancy available.
- 15.07 A joint Union, Management Training Committee consisting of two (2) Company representatives and two (2) Union representatives will be established to ensure the most senior qualified employee is selected to fill vacancies for Secondary Set-up, Millwright, Springmaker, Machinist and Apprenticeship job classifications. It is understood representatives on the Committee are to be knowledgeable about the qualifications and job functions performed by the classification under consideration. In order to properly assess candidates for secondary setter and apprenticeship postings the employee candidate must score 55% or greater for sec setter, and 75% or greater for apprenticeship postings using the current

Bennett Mechanical Test. Employee applicants must also demonstrate Grade 10 Math - English equivalency. Any objective practical test may be administered under Committee agreement. The Committee will monitor the progress of the successful candidate throughout the trial or apprenticeship period. The Committee also assists with the development and recommends appropriate job descriptions for all job classifications and to assist in the development of job training programs for each job classification.

- 15.08 Start rate in a successful job posting will be 25 cents less than wage rate. Employees who have successfully completed (20) twenty days or (30) thirty days worked on the job under Article 15.04 shall then receive the full rate of the job.

**ARTICLE 16 - TEMPORARY TRANSFERS:**

- 16.01 An employee temporarily assigned, at the direction of the Company, to a classification other than his regular classification, in any working day, shall be paid his regular base hourly rate of pay or the classification rate of the job to which he is transferred, whichever is higher.
- 16.02 A transfer shall be considered temporary provided it does not exceed thirty (30) working days, and during this period, will not be subject to the seniority provisions of this agreement. If such transfer exceeds this period, it will be declared as a permanent vacancy and posted for job bidding. The Company agrees it will not abuse this clause in any way, such as transferring out for a short period of time, then transferring back.
- 16.03 Vacant jobs created as a result of illness, injury or occupational accident or illness, or leave of absence, 5 days or less will not be posted as permanent vacancies. These vacancies can be filled by the Company at it's discretion. If the illness is anticipated to be more than 5 days, the vacant job will be filled for the duration of the illness, injury, or occupational accident or illness, or leave of absence, by the most senior employees in the classification, provided such employees are able to perform the work. If the senior employees do not accept the temporary vacancy, then the Company will assign another employee. Such job vacancies will not be subject to the seniority provisions.
- 16.04 Experience gained while on a temporary transfer will not be considered should the employee apply for a permanent vacancy.
- 16.05 Springmaker may request a transfer to another department by submitting their request in writing. The Company will endeavor to fill the request in coordination with the training committee cross-training program, the apprenticeship program, and production requirements. Springmakers understand that transfer in part relies on the Springmaker to effectively train apprentices. The transfer is not considered permanent and the Company reserves the right to transfer the employee again based on production requirements.

**ARTICLE 17 - PAID HOLIDAYS AND XMAS MAKE-UP TIME:**

- 17.01 (a) The Company agrees to review the work schedule four (4) months before Christmas, and if work is available will schedule make-up time in exchange for up to two (2) weeks off at Christmas. Between the Monday before Christmas to the Friday after New Year's Day, the make up days will be a maximum of four (4) depending on the day of the week Christmas falls on. The Company will post dates to allow make up time for each shift rotation. In order for the make up time to be approved the entire shift for any department must agree to work. Any shifts or department that don't make up the required time they may be required to work during the Christmas period, or if the plant is shutdown, they will lose the days they didn't make up. If the Company has scheduled work on days immediately before or after a paid holiday, and the employee fails to work, article 17.02 will apply. First and third day of make up goes towards the day before and the second and forth days go towards the day after the paid holiday.
- (b) The afternoon shift (4 x 10's) will be scheduled as 5 x 8 for all days which fall during the week of Christmas and week of New Year's.
- 17.01 (c) The following shall be considered as paid holidays under the terms and conditions of Article 17 of the Collective Agreement.

<u>2006</u>		
<b>Thanksgiving Day</b>	<b><u>Monday</u></b>	<b>October <u>9</u></b>
<b>Christmas Day</b>	<b><u>Monday</u></b>	<b>December <u>25</u></b>
<b>Boxing Day</b>	<b><u>Tuesday</u></b>	<b>December <u>26</u></b>
<b>Float</b>	<b><u>Wednesday</u></b>	<b>December <u>27</u></b>
<b>Float</b>	<b><u>Thursday</u></b>	<b>December <u>28</u></b>
<b>Float</b>	<b><u>Friday</u></b>	<b>December <u>29</u></b>

<u>2007</u>		
<b>New Year's Day</b>	<b><u>Monday</u></b>	<b>January <u>1</u></b>
<b>Good Friday</b>	<b><u>Friday</u></b>	<b>April <u>6</u></b>
<b>Victoria Day</b>	<b><u>Monday</u></b>	<b>May <u>21</u></b>
<b>Canada Day</b>	<b><u>Monday</u></b>	<b>July <u>2</u></b>
<b>Civic Day</b>	<b><u>Monday</u></b>	<b>August <u>6</u></b>
<b>Labour Day</b>	<b><u>Monday</u></b>	<b>September <u>3</u></b>
<b>Thanksgiving Day</b>	<b><u>Monday</u></b>	<b>October <u>18</u></b>
<b>Christmas Day</b>	<b><u>Tuesday</u></b>	<b>December <u>25</u></b>
<b>Boxing Day</b>	<b><u>Wednesday</u></b>	<b>December <u>26</u></b>
<b>Float</b>	<b><u>Thursday</u></b>	<b>December <u>27</u></b>
<b>Float</b>	<b><u>Friday</u></b>	<b>December <u>28</u></b>
<b>Float</b>	<b><u>Monday</u></b>	<b>December <u>31</u></b>

	<u>2008</u>	
<i>New Year's Day</i>	<u>Tuesday</u>	<u>January 1</u>
<i>Good Friday</i>	<u>Friday</u>	<u>March 21</u>

- 17.02 Any employee absent from work on the last working day immediately preceding or following any of the paid holidays listed in clause 17.01 shall not be entitled to pay for the holiday at the rate of one (1) day absent equals one (1) day lost pay up to a maximum of two (2) days lost pay unless they have a valid reason.
- 17.03 An employee will also not be paid for a paid holiday if:
- (a) He has been laid off and has not worked for a period exceeding a total of more than thirty (30) calendar days prior to and inclusive of the recognized paid holiday, (45 forty five days for Christmas Holidays).
  - (b) He is off work due to a non-occupational, verified illness or injury, exceeding more than thirty (30) calendar days prior to and inclusive of the recognized paid holiday.
  - (c) He is off work due to Workers' Compensation exceeding more than thirty (30) calendar days prior to and inclusive of the recognized paid holiday.
  - (d) He is on unapproved leave of absence from the Company.
  - (e) He is on approved leave of absence from the Company for a period exceeding more than thirty (30) calendar days prior to and inclusive of the recognized paid holiday.
  - (f) It is understood that probationers are not entitled to pay for any paid holidays.
- 17.04 The following arrangements will be exercised if a paid holiday falls within an employee's annual vacation. An employee will be allocated an additional day in his vacation, or at a later date will be granted another day's pay in lieu of additional time off by mutual agreement between the Company and the employees.
- 17.05 Employees eligible for payment of a paid holiday will be paid on the basis of their applicable normal hourly rate, multiplied by eight (8) hours or ten (10) hours where applicable for hourly rated employees (overtime and shift premiums excluded)
- 17.06 If any of the paid holidays listed in clause 17.01 falls on a Saturday or Sunday and has not been replaced by another day, by statute or decree, such holiday will be observed either on the previous Friday or the following Monday.
- 17.07 It is agreed and understood by the Union and employees that during the first thirty (30) calendar days of any such Workers' Compensation or sickness or accident disability benefit period, the payment for any paid holiday will be, only, the

difference between the daily amount received for compensation or sickness or accident disability benefit, and the daily amount of payment outlined in clause 17.05.

### **ARTICLE 18 - VACATIONS:**

- 18.01 Vacations with pay shall be granted to all employees on the payroll of the Company on the basis of their seniority with the Company as defined in Article 12 of the collective agreement.
- 18.02 The vacation year shall run from July 1<sup>st</sup> to June 30<sup>th</sup> inclusive. Vacation will not be taken before June 30<sup>th</sup> except where Article 18.09 applies. All unused vacation from the preceding year must be used by June 30<sup>th</sup>. The period or periods during which an employee may take his vacation shall be determined at the discretion of the Company. The Company however, will give consideration to the most senior employee for preferred vacation dates, provided such employee make application, in writing, to the Plant Manager or his representative, not later than April 15th of each year. Vacation will however, be granted to at least one (1) employee at any one time by classification and department. Any production or staffing emergency will be resolved between the Company, the Union and the employee involved.
- 18.03
- (a) Employees with less than one (1) year seniority as of their anniversary date will be paid vacation pay in accordance with the provisions of Part VIII of the Ontario Employment Standards Act.
  - (b) Employees with more than one (1) year, but less than five (5) years seniority as of their anniversary date, two (2) weeks with vacation pay of four percent (4%) of earnings.
  - (c) Employees with more than five (5) years, but less than ten (10) years seniority as of their anniversary date, three (3) weeks with vacation pay of six percent (6%) of earnings.
  - (d) Employees with ten (10) years of seniority, but less than twenty (20) years of seniority as of their anniversary date, four (4) weeks with vacation pay of eight percent (8%) of earnings. Effective the second year of the Agreement, employees with ten (10) years of seniority but less than eighteen (18) years of seniority as of their anniversary date, four (4) weeks with vacation pay of eight percent (8%) of earnings.
  - (e) Effective the second year of the Agreement, Employees with eighteen (18) years of seniority, but less than twenty (20) years of seniority as of their anniversary date, five (5) weeks with vacation pay of ten percent (10%) of earnings.
  - (f) Employees with twenty (20) years of seniority or more as of their anniversary date, six (6) weeks with vacation pay of twelve percent (12%) of earnings. The Company has the option to give one (1) weeks' pay in lieu of time off.

- 18.04 An employee who has earned a vacation under the terms of this article and is terminated, or quits from active employment on or after July 1st, shall receive any unpaid vacation allowance due to him.
- 18.05 When an employee has worked sufficient time to draw vacation pay and dies, the surviving spouse, children, or estate shall be entitled to his earned vacation pay.
- 18.06 Vacation allowances shall be computed as follows: total earnings shall mean wages received from the Company as taxable income during the twelve (12) month period ending June 30th, prior to the vacation year.
- 18.07 Employees shall complete and return to the supervisor vacation request forms by April 15th. The Company will post the vacation schedule for July and August by May 15th.
- 18.08 Vacation pay shall (unless agreed to differently by both parties) be paid in accordance with Article 36.04.
- 18.09 For clarity purposes, employees receiving an increase in vacation entitlement on their anniversary date, shall be entitled to the extra entitlement in that year. The company agrees to start paying the percentage increase back dated to July 1st. As a one-time option, an employee can take the extra entitlement in that vacation year, but cannot take it again the following year until July 1st.
- 18.10 In the event that the employer schedules a summer shutdown, employees will be required to use vacation.**

### **ARTICLE 19 - HOURS OF WORK:**

- 19.01 The normal hours of work are shown in the following shifts. Forty (40) hours will constitute a normal work week.
- 19.02 **THREE SHIFT SYSTEM:**  
 Day  
 7:00 am to 3:00 pm 8 hours Monday to Friday  
 Nights  
 11:00 pm to 7:00 am 8 hours Sunday to Thursday  
 Afternoon  
 3:00 pm to 11:00 pm 8 hours Monday to Friday
- 19.03 **TWO SHIFT SYSTEM:**  
 Day  
 7:00 am to 3:30 pm 8 hours Monday to Friday  
 Afternoon  
 3:30 pm to 2:00 am 10 hours Monday to Thursday
- 19.04 **STEADY NIGHT**  
 Nights  
 11:00 pm to 7:00 am 8 hours Sunday to Thursday
- 19.05 **RECEIVING SHIFT:**  
 Day

9:00 am to 5:30 pm 8 hours Monday to Friday

- 19.06 (a) It is understood by the Company and the Union that the steady night shift will be on a voluntary basis; if there are no volunteers the job posting procedure will be implemented and if the positions are not filled as per article 15, the Company may hire from outside.
- (b) If the night shift is discontinued the employees may exercise their bumping rights under article 13, and if night shift or weekend shift is reinstated the above procedure will be followed.
- (c) Employees wishing to change from steady nights may do so, in writing. Such transfer will be within four (4) weeks of written notice.

19.07 It is agreed and understood by the Union and its members that all employees will be required to rotate shifts, if requested by the Company every fourteen (14) calendar days. The normal shift rotation will be days, to nights, to afternoons. *All group leaders and senior group leaders will rotate.*

19.08 In the event it becomes necessary for the Company to change the starting and stopping times of the normal shifts, or establish new shifts, the Company will inform the Plant Chairperson, and employees two (2) full weeks before such changes are effected. In the event it becomes necessary to change the starting and stopping times of the normal shifts such changes will be limited to one hour either way. Any greater change in the starting and stopping times will be agreed between the parties. Exceptions to the shifts as identified in Article 19 will be made through discussion with the Union. The Union will not unreasonably deny changes to the established shifts required to meet production or efficiency requirements.

If an emergency situation arises a minimum of one (1) full shift notice will be given after discussions with the Union.

19.09 This statement of the normal hours of work shall not be construed as a guarantee of any minimum, or as a restriction of any maximum number of hours per day, or per week, or of days of work per week, subject to the Employment Standards Act RSO 1980.

#### **ARTICLE 20 - OVERTIME**

- 20.01 (a) Hours worked in excess of (8) eight or (10) ten hours (depending on the shift) per day will be paid for at the rate of time and one-half (1 1/2) on the hourly base rate.
- (b) Work performed on Sunday will be paid for at double the base rate. *Work performed on Saturday will be paid for at the rate time and one half (1 1/2) on the hourly base rate.*

- 20.02 Work performed on any paid holiday listed in clause 17.01 of the collective agreement will be paid for at the rate of double the base hourly rate, in addition to pay for the paid holiday as outlined in clause 17.05.
- 20.03 Overtime premiums shall not be paid more than once for any hours worked and there shall be no pyramiding of overtime.
- 20.04 (a) Employees may be required to work up to eight (8) hours of overtime each week provided that they have been given forty-eight (48) hours notice.
- (b) Employees scheduled to work overtime will be given as much notice as possible of cancellation of the overtime.
- 20.05 Shift premium shall be included in the calculation of overtime compensation.
- 20.06 The Company will distribute overtime fairly in the department in the classification, performing the work, for which the overtime is required. Where overtime is equal, seniority will apply. This provision will not apply when a rush setup or repair is being done at the end of a shift for less than two (2) hours (this is still voluntary). When an employee declines to work overtime, he/she will be deemed to have worked such overtime and will be charged the applicable overtime hours when calculating the equalization of overtime. All overtime hours in any department will be charged.
- 20.07 No employee shall be allowed to work more than twelve (12) hours per day or **sixty (60)** total hours per week.
- 20.08 Whenever possible, voluntary overtime will be requested. Employees will be given the opportunity to sign a voluntary overtime sheet indicating their availability and desire to work overtime in a specific job classification. A supervisor will select employees from this sheet first in accordance with Article 20.06 and if additional help is required then by the employee's accumulated overtime hours.
- 20.09 A record of employees accumulated overtime hours shall be kept current and a copy given to the Plant Chairperson on a bi-weekly basis. A committee person or the Plant Chairperson may audit the overtime records for fair distribution of overtime. Company and Union together will assess the equalization of overtime on a quarterly basis. Overtime records are to be posted on a bi-weekly basis.

#### **ARTICLE 21 - SHIFT PREMIUMS:**

- 21.01 A shift premium of seventy-five cents (\$0.75) shall be paid to all employees working on the afternoon shift, and ninety-five cents (\$0.95) for the night shift.
- 21.02 Scheduled shifts which commence during one shift premium period and end in another shift premium shall be paid only the shift premium of the commencing shift.

#### **ARTICLE 22 - OCCUPATIONAL ACCIDENTS OR ILLNESS**

- 22.01 (a) When an employee suffers an occupational accident on the Company premises during his working hours, and is sent for treatment by the Company such employee will be paid his base hourly rate for the balance of his shift.
- (b) If required, the Company will supply and pay for transportation to the hospital or doctor's office, and then back to the plant or the employee's home, on the day of the injury, only.
- 22.02 When such an employee returns to work, he shall be reinstated to his former classification, (seniority permitting) subject to clause 13.01 and 16.03 of the agreement.
- 22.03 Any employee's reinstatement after an occupational accident or illness after three (3) consecutive working days, is conditional on his supplying a legitimate medical certificate that he is recovered from the occupational accident or illness which caused his absence. The Company will pay the cost of such certificate.
- 22.04 For more information refer to Article 35 Modified Work.

#### **ARTICLE 23 - SICK LEAVE OF ABSENCE:**

- 23.01 Employees who are permitted to go home by the Company, due to non-occupational illness or injury, will not be paid for the remainder of their shift.
- 23.02 Any employee's reinstatement after sick leave, after three (3) consecutive working days, is conditional on his supplying a legitimate medical certificate that he is recovered from the sickness which caused his absence. The Company will pay the cost of such certificate.
- 23.03 The Company will pay for all doctor's notes requested by the company for general absenteeism and for any notes requested by the Company, Benefit Carrier, (except he/she shall be responsible for the cost of the initial form) and WSIB after the employees claim has been approved.
- 23.04 When such an employee returns to work, he shall be reinstated to his former classification, (seniority permitting) subject to clause 13.01 and 16.03 of the agreement.
- 23.05 An employee with a serious illness or injury resulting in continuous absenteeism shall not be terminated.

#### **ARTICLE 24 - PERSONAL LEAVE OF ABSENCE:**

- 24.01 A formal leave of absence, without pay, for a valid reason, may be granted for a period not to exceed up to one (1) calendar month, provided such leave does not disturb the efficiency of the employee's work area, or plant, and such application is made to the Production Manager at least fifteen (15) working days (except in an

emergency situation) prior to the leave of absence, in writing, and written approval is obtained from the Production Manager. An employee may request an extension under the terms of this Article. Leave extensions will be reviewed on a month by month basis by the Production Manager.

- 24.02 When such an employee returns to work, he shall be reinstated to his former classification, if such vacancy exists, and if no such vacancy exists, he shall be laid off, subject to clause 13.01 of the agreement.

**ARTICLE 25 - PREGNANCY/PATERNAL LEAVE OF ABSENCE:**

- 25.01 The Company and the Union agree to observe the provisions of the pregnancy and paternal leave as contained in the Employment Standards Act and the Employment Insurance Act as it is now written or hereinafter amended.
- 25.02 If there is a documented medical problem with either spouse or child leave will be granted immediately.

**ARTICLE 26 - LEAVE FOR UNION BUSINESS:**

- 26.01 (a) The Company may grant upon request of the President of the Local Union, or the Plant Committee Chairperson permission for up to three (3) Union members in total, up to two (2) from any classification, to leave the plant on Union business, at any one time, without pay, not to exceed up to twenty (20) calendar days, providing such request is made in writing at least fifteen (15) working days (except in an emergency situation) in advance to the Plant Manager, or his designate.
- (b) The Union plant committee, up to a maximum of 3 will be allowed to leave the plant on Union business for such items as preparing for negotiations, negotiations, preparing for arbitration, arbitration etc.
- 26.02 All requests for Union leave will specify the nature of the business, the leaving and returning time of those granted such permission.
- 26.03 The Company will consider a shorter written notice period for an emergency meeting.
- 26.04 Upon any employee's return from a leave for Union business, the employee will be reinstated to his former classification.
- 26.05 Any employee with seniority elected or appointed to Union office or elected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence without pay and employee benefits for a period of one (1) year, provided such request is made in writing at least two (2) weeks in advance to the Plant Manager, with extension privileges, provided however, that such employee shall renew his leave of absence in writing annually. Employees covered by this clause will accumulate seniority only during such leave of absence. The

employee may chose to continue benefits coverage on the condition that the National or Local Union office refunds the premiums to the Company.

- 26.06 Employees returning from Union office leaves, shall notify the Company, in writing, of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such notice.

#### **ARTICLE 27 - BEREAVEMENT LEAVE OF ABSENCE:**

- 27.01 If a death occurs in the immediate family of a regular employee, including probationers, during his/her scheduled work week, such employee will be given a leave of absence, surrounding the date of the funeral, other than vacations, with pay at his/her base hourly rate up to a maximum of eight (8) hours, or ten (10) hours where applicable.
- a) If death occurs to employee's spouse, child or stepchild, five (5) days bereavement leave, with pay, shall apply.
  - b) If death occurs to employee's mother, father, grandparents, grandchildren, step-parents, brother, sister, mother-in-law, father-in-law of current spouse and common-law spouse, three (3) days bereavement leave, with pay, shall apply.
  - c) If death occurs to employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, one (1) day bereavement leave, with pay, shall apply.
- 27.02 The employee will notify his immediate supervisor in the event of required bereavement leave.
- 27.03 Such paid bereavement leave as described in clause 27.01 is only available where the employee would otherwise be at work during this period.

#### **ARTICLE 28 - JURY DUTY/SUBPOENAED WITNESS:**

- 28.01 An employee who is called for jury service/subpoenaed witness, shall be excused from work for the days on which he serves, and he shall receive for each day of jury service/subpoenaed witness, on which he otherwise would have worked, the difference between eight (8) times his base hourly or (10) hours where applicable his base hourly rate and the payment he receives for jury service/subpoenaed witness. The employee will present proof of service and the amount of pay received therefore.

#### **ARTICLE 29 - REPORTING IN PAY:**

- 29.01 An employee who has not been notified in advance "not to report for work" and who reports for his regular shift, will be given at least four (4) hours work, and if no work is available, he will be paid for a minimum of four (4) hours, at his applicable hourly rate. For the purposes of the (10) ten hour shift, the four(4) hours referred to above shall be (5) hours.

29.02 This obligation on the Company will not prevail:

1. If no work is available because of:
  - a) A power shortage or a failure of power supply.
  - b) Any other conditions beyond the control of the Company.
2. If the employee has not kept the Company informed of his current address and telephone number.

**ARTICLE 30 - CALL-BACK PAY:**

30.01 An employee who has left the plant and is called back to perform emergency work will be paid at the applicable overtime rate to perform such necessary work and only such necessary work. Employees will be guaranteed a minimum of four (4) hours pay.

**ARTICLE 31 - HEALTH AND SAFETY:**

- 31.01
- (a) The Company recognizes its obligation to provide a safe, healthful working environment for all employees and agrees to abide by the Occupational Health and Safety Act, as amended.
  - (b) The Union recognizes its obligation to co-operate in maintaining and improving a safe and healthful working environment.
  - (c) The parties agree to use their best efforts jointly to achieve these objectives.
  - (d) In the event of legislative changes to the Occupational Health and Safety Act, the Company agrees to continue to recognize the worker's right to refuse work which is hazardous to their health and safety, without reprisal from the Company.

31.02 The Company agrees to provide medical facilities and trained staff, as required by legislation.

Such facilities and staff to be available at all times that employees are working.

31.03 The Union-Management safety committee will be maintained during the life of this agreement. The Union will appoint three (3) members, only one (1) from springmaking and two (2) from another classification. Members will be paid by the Company to carry out the following duties:

- (a) Meet at least monthly at a mutually agreed time and place with Company health and safety representatives to, review health and safety conditions and safety programs within the plant and make recommendations as deemed necessary or desirable.

- (b) Make monthly inspections of the plant with Company health and safety representative(s) to assure there is a safe, healthful and sanitary working environment.
  - (c) Receive prompt notification of any fatalities or serious injuries resulting from work related accidents and in addition to be informed of major accidents that did not result in serious injury.
  - (d) Receive, all accident report(s) covered in c) above.
  - (e) One (1) Union safety representative shall accompany the government health and safety inspector during his regular inspection, or inspection requested by the Union. A copy of any order issued by the government inspector as a result of his inspection, shall be given to the Union safety representative.
  - (f) The Company agrees that the National Representative, or his designate, with reasonable advance notice to the Plant Manager, may attend from time to time, health and safety committee plant tours and meetings.
- 31.04 The Company will continue to disclose the identity of all known physical agents or toxic identity of all known physical agents or toxic materials to which workers are exposed.
- 31.05 (a) The Company will provide to employee(s) who are exposed to potentially harmful toxic materials, at no cost to the employee, physical examinations and other appropriate tests, as required by the Ontario Health and Safety Act.
- (b) Provide to each employee or his physician, upon written request of the employee, a complete report of the results of any such test or examinations, and will review the test results with the employee prior to release; the results of any test or examination of the potentially toxic material.
- 31.06 The procedures established in this health and safety program shall not preclude the right of any employee to file a grievance at STEP 1 of the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remains with the Management, Plant Union Committee and Certified Representatives.
- 31.07 No employee will be disciplined for refusal to perform a job. The Company agrees to recognize the worker's right to refuse work that may be hazardous to their health and safety. In the event of a dispute as to whether or not work is unsafe and a Ministry of Labour inspector is not available to make a decision, the Certified Representatives and qualified personnel will be able to determine the issue and correct the problem.
- 31.08 The Company reserves the right to formulate and publish from time to time, rules and regulations regarding the safe operation and use of machinery or equipment. The Company agrees to discuss these rules and regulations with the Union and

Certified Representatives prior to implementation. The Company will welcome the suggestions of any employee regarding improvements in conditions considered to be of a hazardous nature.

- 31.09 (a) The Company agrees to continue its practice of replacing safety prescription glasses when damaged at work, normal safety glass lenses when damaged at work.
- (b) The Company will replace only one (1) pair of non-prescription safety glasses per year, due to the misplacement or disappearance. Any person losing more than one (1) pair per year will be required to replace them at their own cost. (Company's purchase cost.)
- (c) Wherever safety glasses are mandatory, the Company shall bear the full cost of the first pair of non-prescription glasses, with a choice of 3 different frames. Prescription safety lenses shall be paid for through the terms of the Group Insurance program. The Company will waive the replacement time limit if a different type of safety glasses are mandated. Employees who require bifocal lenses shall have a choice on the type of lenses.
- 31.10 In high noise level areas the wearing of hearing protection will be compulsory and provided by the Company.
- 31.11 Where the nature of the task assigned to an employee requires the use of other special safety equipment or clothing, such other safety equipment or clothing will be provided, by the Company, at no cost to the employee.
- 31.12 Any fixture, jig or machine which is in an unsafe or hazardous condition shall be "locked out" and taken out of use until it is made whole, providing such determination has been in compliance with the Occupational Health and Safety Act of Ontario.
- 31.13 The Company will maintain stretcher stations in the plant as established by the requirement of legislation.
- 31.14 All employees will be required to wear company approved safety shoes or boots as a condition of employment and such foot protection shall be CSA approved. The company will pay for regular employees only, to a maximum of \$115.00 once each year. Safety shoes purchased must be worn in the plant. Safety shoe monies can be banked up to two (2) years maximum for the purchase of safety footwear.
- The employer's share of the cost for safety boots or shoes will be paid on the completion of an employee's probationary period, if purchased during the probationary period.
- 31.15 The Company agrees to grant leave of absence, with pay, at straight time rates to a maximum of eight (8) hours for each day (maximum two (2) days) for three (3) Union safety committee members to attend safety training seminars. Only one (1) employee will be allowed off at any one time.

- 31.16 The Company agrees to pay for forty (40) hours off-work with pay, at base hourly rate for Safety Training for three (3) Safety Committee persons, during the term of the collective agreement. Course material will be paid by the Company up to a maximum of one hundred and twenty five dollars (\$125.00) per person. Training will be done by the Worker's Health and Safety Centre, a recognized CAW agent or other mutually agreeable trainer.
- 31.17 a) The Company will ensure that a Management representative and a Union representative from the Joint Health and Safety 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 work place, 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.
- 31.18 (a) The Company recognizes that Health and Safety risks may be posed by Heat Stress. When suspected Heat Stress conditions prevail, the joint Health and Safety Committee will investigate and evaluate the matter and recommend to Management, a plan of action to eliminate any hazardous situations. The plan will be in effect by April 1, 1998. Such plan may include additional breaks, refreshments, fans and early departure.
- (b) The Company shall make available, when requested by the Joint Health and Safety committee, monitoring equipment for measuring noise, Carbon Monoxide, light, heat, cold. The Company shall train the Safety Committee members in their use. The Company will authorize other testing, such as airborne particle, by an outside agency when requested by the Joint Health and Safety Committee.
- (c) **Working Conditions / Humidex**
- The company and Union agree that all paid break periods will be extended by five (5) minutes in the following situations:*
- i) When the temperature reaches 95 degrees Fahrenheit on thermometers located in agreed upon locations. Only employees in the affected area(s) will qualify.*
- ii) or/Environment Canada issues a humidex warning for that day on their website. When a warning is issued all employees will qualify.*
- 31.19 Every year on April 28, work will stop at 11:00 A.M. and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

### **ARTICLE 32 - REST AND LUNCH PERIODS:**

- 32.01 (a) A rest period of ten (10) minutes duration will be granted during each half shift, except the three (3) shift system which shall be two (2) ten (10)

minute rest periods and one (1) twenty (20) minute paid lunch. (The time to be designated by the Company.)

- (b) The Company will grant one (1) three (3) minute wash up period, at the end of the shift, and a three (3) minute wash up prior to lunch.
- (c) For the 10 hour shift, three 10 minute rest breaks will be granted in place of the two 10 minute breaks.

32.02 A lunch period of thirty (30) minutes (unpaid) is provided on shifts that are not part of a three (3) shift operation.

**ARTICLE 33 - TOOLS ALLOWANCE:**

33.01 Trades employees, machine checkers, secondary setter, apprentices and inspectors as a condition of employment will be required to provide their own tools of the trade. The Company and the Union will mutually agree whether the tool will be Company or employee supplied, based on recommendations from Training Committee.

33.02 The Company will provide a form to be filled out annually and updated as required, for the purpose of recording tools of employees. The employee shall be responsible for ensuring that this form is properly filled out, including additional tools that are required in the future. The employee will retain one (1) copy and the Company will retain a copy.

33.03 The Company will continue its practice of insuring tools of trades employees, for fire insurance (maximum \$15,000 per employee) and theft as a result of tool boxes being broken into and/or stolen, provided the above paragraphs have been complied with. The Company will pay an annual tool allowance per the following schedule:

	<b><i>Year 1</i></b>	<b><i>Year 2</i></b>
<b><i>Millwright/Machinist</i></b>	<b><u><i>\$230.00</i></u></b>	<b><u><i>\$230.00</i></u></b>
<b><i>Springmaker</i></b>	<b><u><i>\$160.00</i></u></b>	<b><u><i>\$160.00</i></u></b>
<b><i>Secondary Setter</i></b>	<b><i>\$ 65.00</i></b>	<b><i>\$ 65.00</i></b>

Skilled Trades employees shall receive *their Tool Allowance in a lump sum payment of \$230.<sup>00</sup>, less deductions, in November 2006 and August 2007.*

33.04 The Company will continue its practice of insuring tools of trades employees as a result of tool boxes being broken into and or stolen provided the above paragraphs have been complied with.

- 33.05 The Company will continue their past practice of allowing employees to purchase tools required for their own trade through payroll deductions at the present scale. The Union shall receive a copy of the present payroll deduction scale.
- 33.06 The payroll deduction plan applies only to the purchase of tools for their trade.
- 33.07 The Company will make arrangements for the Snap On and/or MacTools mobile vendor to come to the plant on a bi-monthly basis between the hours of 3 p.m. and 4 p.m.. In addition, employees will be permitted to purchase tools through the Company store room area. The Company maintains the right to change or remove tool suppliers with notice to the Union.

Employees may purchase tools on their own from a vendor of their choice. A receipt will be required to qualify for the Employee Tool Purchase deduction schedule listed in 33.08.

It is understood employees will purchase quality tools for the type of work they are performing.

- 33.08 The Company will request that Snap-on or other tool suppliers provide studies and assessments of our working environment, with the goal to reduce strain and increase production. The Company and the Union will mutually agree whether the tool will be Company or employee supplied, based on recommendations from Training Committee.

**EMPLOYEE TOOL PURCHASES**

Schedule of payroll deductions:

<u>Purchase Value</u>	<u>Deduction Amount</u>
\$ 0 to 200	\$ 20.00 per pay
\$201 to 300	\$ 30.00 per pay
\$301 to 400	\$ 40.00 per pay
\$401 to 500	\$ 50.00 per pay– Maximum per week

**Maximum credit: one week’s NET pay**

This deduction schedule for tool purchases is now in use and replaces all previous schedules.

Under Article 33 of the collective agreement, Trades Employees, Machine Checkers, Secondary Setters, Apprentices and Inspectors are required to provide their own tools. The Company allows these employees to purchase tools through payroll deductions at the scale shown above.

**ARTICLE 34 - PAID EDUCATION LEAVE:**

- 34.01 The Company agrees to pay into a training fund three cents (3¢) per hour per employee.

Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to:

CAW Leadership Training Fund,  
205 Placer Court,  
Willowdale, ON M3H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary.

### **ARTICLE 35 - MODIFIED WORK PROGRAM**

- 35.01 The Company and Union agree that the Union Benefits Representative shall represent all employees who are returning to work with Modified Duties or restriction to ensure that they are provided with suitable and meaningful job duties. In addition, the Union Benefits Representative shall accompany any agency person or persons who go into the production areas to review the possible job duties that the employee will be returning to.
- 35.02 An employee who is no longer able to perform the work in his classification because of medical restrictions or because of age, but is capable of performing other duties, or any employee who has incurred a non-compensable permanent or partial disability will be assigned to or retained at a job which he is capable of performing at the prevailing rate of pay of that position. Employees will be able to exercise their seniority in line with their medical restrictions, first to an existing vacancy and secondly, if there is no existing vacancy, to the most junior employee who's job they can perform with their restrictions. In no case will they be allowed to bump an employee with more seniority.
- 35.03 (a) If an employee is injured in the plant and the Company wishes to place him in a job within his capabilities, the employee shall be paid his prevailing hourly rate or the rate of the job whichever is greater.
- (b) An employee permitted by the Company to return from Workers' Compensation while still partially disabled shall be paid the rate of the job, to which he is assigned.

### **ARTICLE 36 - JOB CLASSIFICATION AND WAGE RATES:**

- 36.01 The hourly wage rates for the job classifications covered by this agreement, are outlined as follows.

36.02 JOB CLASSIFICATION AND WAGE RATE  
 36.03

**Base Wage rates as of October 1,2006 (not including later COLA additions)**

**New Hires receive 90% of their classifications full rate for the initial 480 hours worked.**

Job Classification	N	After 480 Hours Worked Oct 1, 2006	Oct 1 2007
Springmaker A		<b>\$23.10</b>	<b>\$23.10</b>
Springmaker B		<b>\$22.53</b>	<b>\$22.53</b>
Springmaker C		<b>\$21.92</b>	<b>\$21.92</b>
Millwright		<b>\$23.40</b>	<b>\$23.70</b>
Machinist		<b>\$23.40</b>	<b>\$23.70</b>
Shipper/Receiver		<b>\$19.64</b>	<b>\$19.64</b>
Assistant Shipper/Receiver		<b>\$19.25</b>	<b>\$19.25</b>
Senior Inspector		<b>\$19.40</b>	<b>\$19.40</b>
Inspector		<b>\$18.40</b>	<b>\$18.40</b>
Storekeeper		<b>\$18.40</b>	<b>\$18.40</b>
Truck Driver		<b>\$18.12</b>	<b>\$18.12</b>
Secondary Setter		<b>\$17.46</b>	<b>\$17.46</b>
Painter / Packer		<b>\$16.46</b>	<b>\$16.46</b>
Oven Operator		<b>\$16.46</b>	<b>\$16.46</b>
Machine Checker		<b>\$16.45</b>	<b>\$16.45</b>
General Help		<b>\$15.96</b>	<b>\$15.96</b>

36.03 (C.O.L.A.) Cost of Living Allowance

- (a) Effective during the 1<sup>st</sup> year of this agreement, each employee shall receive a cost-of-living allowance (COLA) as set forth in this article.
- (b) The amount of cost-of-living adjustment shall be determined in accordance with changes in the Consumer Price Index (CPI) of the base 1992 = 100, hereafter referred to as the 1992 CPI.

- (c) In determining the three (3) month average of the indices for the specified period, the computed average shall be rounded to the nearest 0.1 index point – i.e. .05 and greater rounded upwards.
- (d) The COLA shall be computed using the three-month average of the 1992 CPI for June to September, 2003 as the base period with the three month average for the September to November, 2003 period.
- (e) The first COLA is payable on the first pay period beginning on or after November 1, 2006. Subsequent COLA payments will be quarterly according to the following schedule:

Adjustment dates on the first pay period on or after:	Comparison with the 3 month average for the following period:
November 1, <u>2006</u>	July – September, <u>2006</u>
February 1, <u>2007</u>	October-December, <u>2006</u>
May 1, <u>2007</u>	January-March, <u>2007</u>
August 1, <u>2007</u>	April-June, <u>2007</u>
November 1, <u>2007</u>	July-September, <u>2007</u>
February 1, <u>2008</u>	October-December, <u>2007</u>
May 1, <u>2008</u>	January-March, <u>2008</u>

- (f) One cent adjustments in the cost of living shall become payable for each .125 change in the 1992 CPI to a maximum of \$0.20 in each year.
- (g) COLA will apply to all compensated hours including overtime, vacation and holidays. COLA payments will be folded into the base wage and treated as part of the base wage on an annual basis: i.e. at every fourth quarter adjustment. A decline in the CPI will be calculated as a zero increase and will not affect the base wage.
- (h) Should there be a change in the manner in which Statistics Canada publishes the CPI, the Union and the Company will negotiate the manner in which the change applies to this allowance, but in no event will the revised index generate less allowance than would have been generated by a continuation of the present index.

- 36.04 (a) The Company will calculate payroll on a weekly basis by direct deposit into a Canadian Financial Institution of the employee's choice. Pays will be deposited before the end of the banking day on Thursday of a normal 5 day week. In the event of a Monday holiday, the bank system may delay transfer of funds until Friday when unforeseen circumstances warrant it.
- (b) All employees' pay cheque stubs shall be issued on Thursday and an employee's Social Insurance Number will not appear on the stub. Pay cheque stubs and personal documents of a confidential nature shall be issued in individual sealed envelopes. When an employee has a pay shortage of more than the value of two (2) hours pay, the discrepant amount will be paid no later than the day following the issuing of the pay stub.
- 36.05 The pay week shall be Sunday to Saturday inclusive, to be paid on the Thursday immediately following.
- 36.06 The Company agrees to offer weekly United Way payroll deductions provided written authorization is received from the employee concerned.

### **ARTICLE 37 – SKILLED TRADES**

The provisions of the collective agreement shall apply to employees in the Skilled Trades except as altered by the provisions of this article.

37.01 Skilled Trades for the purpose of this agreement will be as follows:

Classifications:

- a. General Machinist
- b. Industrial Mechanic (Millwright)
- c. Apprentice

It is understood however, that this article does not limit the establishment of new skilled trades classifications. Nothing in the description of the classification of the skilled trades is meant to limit, set out, or otherwise determine the nature of the work to be done by employees within an individual classification.

The Company agrees to develop job descriptions for our skilled trades classification by October 1, 2003 and further agrees to update and make changes as required within sixty (60) days of implementation of the change. The Company welcomes any and all input of the CAW Director of Skilled Trades Department and the P.J. Wallbank Skilled Trades Persons in the creation of said job descriptions. A signed copy of the classification job descriptions will be submitted to the Skilled Trades Steward on October 1, 2003. All work formerly performed by Machine Builder will now be the work of the above classifications a), b) and c).

37.02 The Company shall review with the Skilled Trades Steward, all documents related to the hiring of all new Skilled Trades employees for the purpose of verifying Journeyman's status prior to any new trades employees being hired.

The term "journeyman" as used in this article shall mean any person:

- i. Who presently holds a journeyman's classification in a skilled trades classification as in 37.01;
- ii. Who has served a bona-fide apprenticeship of four (4) years – 8000 hours and holds such a certificate which substantiates his claim of such service, or
- iii. Who has obtained his CAW journeyman's card or who has acquired eight (8) years acceptable experience and can prove same.

37.03 Seniority in the skilled trades group shall be by non-interchangeable classification. Seniority lists shall be by basic trades or classification.

37.04 Present employees in any skilled trade classifications shall have their total seniority applied from date of entry in the skilled trades classification.

37.05 A production employee will not exercise his seniority in any skilled trades classification, nor will any skilled trades employee exercise seniority in any production classification except on the following basis:

- a. If a skilled trades employee is permanently displaced because of his skilled trades classification is eliminated he may exercise his seniority to displace a junior employee in any skilled trades classification for which he is qualified.
- b. Should a skilled trades employee become medically unfit due to a work related accident/injury and unable to follow his skilled trade, every effort will be made by the Company and the Union to place such an employee in a job in line with his total accumulated seniority which he is capable of performing.

If placed in a production classification he shall have a seniority date established in that classification equal to his total accumulated seniority, but shall forfeit all seniority rights within the skilled trades **(see also 37.06 c)**.

- c. Notwithstanding the provisions of 37.05(b) should the skilled trades employee's health return to a level which is satisfactory to permit him to return to his skilled trades classification, he would enter his former classification, with the seniority he held on leaving.

37.06 In the event of a reduction in the workforce of any skilled trades classification, the following procedure will apply:

- a) Probationary employees shall be laid off from their skilled trades classification first.

b) If further reduction in any skilled trades classification within the skilled trades department is necessary, employees shall in the reverse order of their seniority in such a classification or department elect layoff or be transferred to displace a skilled trades employee with less seniority in a skilled trades classification, provided they have the required ability and qualifications to perform the work of the displaced employee.

**c) In the event of a layoff in a Machinist classification, anyone bumping into the Springmaker classification will have total seniority in the Springmaker classification they had as per 13.01 d), up to 30 Sept., 2006. If they leave the Springmaker classification, then they do not accumulate seniority while out of the Springmaker classification in future.**

37.07 When there is an increase in any skilled trades classification or department following a layoff, recall shall be made to any such skilled trades classification or department in reverse order of layoff.

37.08 Overtime will be equitably distributed among employees in their classification. The opportunity for overtime will be distributed as outlined in the Collective Agreement.

37.09 The Union may elect, or otherwise select, and the Company shall recognize a Skilled Trades Steward as per Article 6. The Company further agrees, the Steward shall be responsible for all matters pertaining to Skilled Trades. The Skilled Trades Steward will be present at future negotiations with regard to Skilled Trade issues only.

37.10 a) The Company agrees to deduct dues as may be authorized by the Canadian Skilled Trades Council CAW from employees hired, re-hired, reinstated or transferred to skilled trades classifications or trades as listed, upon receipt of individual authorization cards signed by such employees at time of hire. Such deductions shall be made at the same time as regular Union dues and thereafter on an annual basis in the month of January. These deductions along with the names of the employees shall be remitted to the financial secretary of the local union.

b) The deductions of Skilled Trades Council dues shall be a condition of employment in the skilled trades.

### **SUB-CONTRACTING SKILLED TRADES**

37.11 The following will confirm the Company policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is the Company's intent to make every effort to keep the Skilled Trades work within the company. It is recognized that at times, for varying reasons, it is not considered practical or advisable for certain work to be performed by our company. The company must therefore, reserve the right to decide how and by whom such work is to be performed, except as altered by the terms of this article.

If the Company has the necessary facilities and equipment and can perform the work required with our own work force in a manner that is competitive in terms of cost, quality, within projected time limits and the priorities placed on other work, then such work will be kept within the Company. If the Company finds it necessary to contract out

Skilled Trades work, such contracting to be done after fully utilizing all of the trades concerned as per paragraph 4.

In the event of a layoff in Skilled Trades, if work normally and historically performed by this trade has been contracted out or has been scheduled to be contracted out, the Company will review such work with the Skilled Trades Steward and a member of that trade with the intent of returning the work to the plant.

When outside contractors are in the plant performing work normally and historically done by the trades, the Company will assign Skilled Trades employees to assist the subcontractor if available.

The parties further agree to meet with the Skilled Trades Director on language covering future contracting of work.

37.12

### Skilled Trade Apprenticeship Rates

	Oct 1/06	Oct 1/07		
<i>0-1000</i>	<i>\$17.86</i>	<i>\$18.16</i>		
<i>1000-2000</i>	<i>\$18.56</i>	<i>\$18.86</i>		
<i>2000-3000</i>	<i>\$19.25</i>	<i>\$19.55</i>		
<i>3000-4000</i>	<i>\$19.94</i>	<i>\$20.24</i>		
<i>4000-5000</i>	<i>\$20.63</i>	<i>\$20.93</i>		
<i>5000-6000</i>	<i>\$21.33</i>	<i>\$21.63</i>		
<i>6000-7000</i>	<i>\$22.02</i>	<i>\$22.32</i>		
<i>7000-8000</i>	<i>\$22.71</i>	<i>\$23.01</i>		
<i>See Note Below</i>	<i>\$23.40</i>	<i>\$23.70</i>		

NOTE: The Company agrees that upon proof of successful completion of the Certificate of Qualification, the Employee will qualify for Tradesman rate backdated to the date of the exam for the Certificate of Qualification.

### ARTICLE 38 – TECHNOLOGICAL CHANGE

38.01 *In the event that the Employer is considering the introduction of technological changes such as equipment, computer or other automated devices or machines, the Employer agrees to discuss such changes with the Union and any affected employee as far in advance as possible.*

38.02 *In the event new production equipment is introduced, the employer agrees that employees who are performing tasks on new automated production equipment shall be offered on the job training.*

### ARTICLE 39 – SPRINGMAKER APPRENTICESHIP WAGES

39.01 Apprentice Rate based on performance.

39.02

	<u>Oct.1</u>	<u>Oct 1</u>
	<u>2006</u>	<u>2007</u>
Start Rate	<b>\$17.56</b>	<b>\$17.56</b>
After		
2000 hours worked in trade	<b>\$18.11</b>	<b>\$18.11</b>
3000 hours worked in trade	<b>\$19.06</b>	<b>\$19.06</b>
4000 hours worked in trade	<b>\$20.01</b>	<b>\$20.01</b>
5000 hours worked in trade	<b>\$20.96</b>	<b>\$20.96</b>
6000 hours worked in trade	<b>\$21.92</b>	<b>\$21.92</b>
39.02	Springmaker Classification Springmaker "A" after 9,000 hours worked in the trade Springmaker "B" after 8,000 hours worked in the trade Springmaker "C" after 6,000 hours worked in the trade	
39.03	Employees with Secondary Set-up/Machine Checker, Inspector or Machine Checker experience with the Company, will be credited with the hours experienced in the classification(s) to a maximum as per the following chart. Such hours will be credited when the employee transfers to the Springmaker apprenticeship position. For hours less than the one and or two years, credit will be given on a pro rated basis.	
	<u>Classification</u>	<u>After One(1)</u> <u>Year on the Job</u>
		<u>After Two(2)</u> <u>Years on the Job</u>
	Secondary Set-Up / Machine Checker	1,000 hours
	Inspector	500 hours
	Machine Checker	500 hours
39.04	Hours worked includes credited hours upon commencement of apprenticeship and hours worked in the trade, including overtime, all holidays and float days, paid vacation and union leave up to five (5) days per year.	
39.05	New hires for springmakers class will for the probationary period be paid at "C" class rate.	
39.06	Upon completion of probation of Apprentices and newly hired springmakers, the Company and Union will discuss between all parties what rate of pay and hours to be credited, the employee will receive.	

#### **ARTICLE 40 - BONUS RATES**

- 40.01 Group Leader will be appointed by the Company and paid forty cents (\$.40) above their rate when working in that position.
- 40.02 Senior Group Leader will be appointed by the Company and paid \$1.00 per hour above their rate when working as Senior Group Leader.

- 40.03 Safety Committee members will be paid fifteen cents (\$.15) per hour for all hours worked. Maximum (3) three Safety Committee members.
- 40.04 (a) First Aiders will be paid fifteen cents (\$.15) per hour for all hours worked (maximum two (2) **First Aiders** per shift only) The Company will provide C.P.R. training for first aiders.
- (b) Certified Worker will receive forty cents (\$.40) per hour for all hours worked.
- 40.05 The Company agrees to payment of a meal allowance for truck drivers of fifteen dollars (\$15.00) per day for any time worked over eight (8) hours on the road.
- 40.06 Employees in the General Help and Machine Checker classifications who are qualified and who are required to operate a fork lift truck shall receive a premium of forty (\$.40) cents per hour for all hours worked.

#### **ARTICLE 41 - EMPLOYEE GROUP BENEFITS**

- 41.01 The company agrees to provide the following group insurance employee benefits under the provisions of a master policy, the premiums to be paid as outlined in Article 40.
- 41.02 (a) Group Life and A.D. & D. for regular employees at one (1) times earnings  
           Spouse     \$ 15,000 life only  
           Children   \$ 10,000 life only
- (b) Weekly indemnity : first (1) day of accident, first (1) day of hospitalization, fourth (4) day of sickness for a maximum of thirty (30) weeks at 66 2/3%. The first day hospitalization includes day surgery.
- (c) The Union and the employees agree that the Company will be entitled to the full employer/employee U.I.C. reduction benefit 12/12ths.
- (d) Extended health care (semi-private).
- (e) Each employee is provided with an I.D. card. On receipt of eligible prescription, the employee will pay for dispensary fees over \$7.00.
- (f) A dental benefit for employees who have completed six (6) months of service subject to the O.D.A. fee guide with a two (2) year lag. The Company will reimburse the difference not covered for dental between a one and two year lag.

Co-Insurance	100% (Basic Services) 50% (Major & Orthodontic)
Deductible	Nil
Overall Maximum	\$1,700 Calendar Year (Basic Services) Standard check-up for children limited to once every six months, nine months for adults

\$1,700 Calendar Year (Major Restorative)  
\$1,700 Lifetime (Orthodontics)

- (g) Long term disability as currently listed in the disability benefit schedule.
  - (h) Orthodontics will be provided for dependants eighteen (18) years or under. The above is subject to carrier policy.
- 41.03 If any employee has similar benefits through any other insurer, the amount payable through this plan shall be coordinated so the payment from all coverages shall not exceed 100% of the actual claim.
- 41.04 It is agreed and understood by the Union the group benefits outlined in 41.02 will be suspended at the month following layoff and at the end of month of the commencement of any leave of absence, and at the end of the weekly indemnity period, and after one (1) year of absence on account of Workers' Compensation. Group insurance will terminate at the date of termination of employment or retirement.
- 41.05 These benefits will be incorporated into an employee benefit booklet and will be available within three (3) months following the signing date of the collective agreement.
- 41.06 An employee may elect to continue full payment of OHIP and all other group benefits except S & A and L.T.D. when on leave of absence or layoff up to six (6) months.
- 41.07 (a) Prescription eye glasses. The plan is self insured by P.J. Wallbank Manufacturing Co. Limited.
- (b) Benefit is available to all employees (and their qualified dependents as defined by Sun Life Assurance under the other parts of group insurance) who subscribe to the extended health care provisions of the group insurance underwritten by Sun Life Assurance, or by a carrier mutually agreed upon.
- (c) It provides for an eye glass benefit once every twenty-four (24) months up to a limit of **two hundred & sixty-five dollars (265.<sup>00</sup>)** plus \$100.00 for prescription changes, when prescribed by an optometrist. The eyeglass benefit may be used for laser eye surgery.
- 41.08 The Company agrees to provide a copy of the Master Policy (Group Insurance) to the Union.

#### **ARTICLE 42 - GROUP INSURANCE CONTRIBUTIONS:**

- 42.01 Two (2) years seniority or more employee:  
100% Group insurance paid  
100% Dental paid
- 42.02 End of probationary period to two (2) years employees:

50% Group insurance paid

42.03 End of 6 months to two (2) years employees:  
50% Dental paid

42.04 The Company and the Union agree that there will be a coordination of benefits for "spouse".

### **ARTICLE 43 - LONG TERM DISABILITY:**

43.01 This plan is available to employees upon completion of probation, on a progressive scale:

<b><u>Period</u></b>	<b><u>Benefit</u></b>
Probation - 20 years	<u>80%</u> of Net Earnings for 5 years
20 + years	<u>80%</u> of Net Earnings to age 65

43.02 Employee pays 100% of premium.

### **ARTICLE 44 - GROUP R.R.S.P.**

44.01 Effective October 1, 2000 the Company will contribute to employees participating in the Group R.R.S.P. plan on the following basis.

- (a) The Company contributions will be made on behalf of employees with a minimum of three (3) years service.
- (b) Company contributions will be limited to a maximum of 3.5% of the employee's straight time hourly rate, deposited weekly as a credit to the employee's R.R.S.P. The employee must match any amounts over 2% to receive the additional 1.5%
- (c) The Company's contributions will be paid out only upon termination of employment or the retirement of the employee.
- (d) The Company will start to strictly enforce section (c) where the employee will not be allowed to cash in Company contributed portion until termination or retirement.

44.02 Employees at their request may contribute to the Group RRSP.

### **ARTICLE 45 - EDUCATION ASSISTANCE:**

45.01 **Employee Requested on Own Time:**

- a) The proposed education must be related to employment example:  
Plant  
- Blue Print Reading

- Basic Machine Maintenance
  - Human Relations
- b) Prior approval of Management is required.
  - c) Indication of successful completion by certificate or letter is necessary for payment.
  - d) Payment will be for tuition, books and training materials only. Receipts are required.
  - e) Available to employees with over six (6) months service.

45.02 **Employer Required - Company Time:**

The same conditions as above apply with these additions:

- a) The Company will pay for time spent in class during working hours at the employee's applicable rate of pay.
- b) In order for pay to be maintained in the pay period in which the training time occurs, proof of attendance is required.

45.03 **Employer Requested - Not During Scheduled Working Time:**

- a) The Company will pay all expenses for education or training that it requests employees to undertake including the employees applicable rate of pay for after hours training.
- b) Employees who attend education or training also agree that they will reimburse the Company if they have attendance of less than 80%.

**ARTICLE 46 – SUBCONTRACTING- PRODUCTION**

- 46.01 The Company agrees there shall be meaningful discussion between the Company and the Union prior to any production line or department work being subcontracted out.
- 46.02 When possible a three (3) week notice will be given. In such discussions, the Company will explain its reasons for its tentative decision to contract out work and give the Union an opportunity to suggest ways in which the work might otherwise be performed.
- 46.03 If the Company finds it necessary to contract out work performed by its own employees, the Company will notify the Union in advance of such work being performed and the Company will describe the general nature and scope, approximate dates within which the work is to be performed and why the service of outside contractor(s) is being contemplated at such time.
- 46.04 It is understood such subcontracting will not result in the lay off **or prevent the recall** of bargaining unit employees **(see Letter of Understanding re. Article 46.04)**

- 46.05 The Company will give due consideration to the suggestions of the Union before making its final decision as to whether or not such work will be contracted out.
- 46.06 In the event there are disputes related to outside contracting, the Plant Manager will meet with the Plant Union Committee and National Union Representative upon request, at a convenient time and place, in an effort to ensure that proper discussions and other aspects of this provision are being applied.
- 46.07 Company will continue to train employees necessary to maintain new production equipment and processes, and where possible the appropriate trades will be assigned to assist or observe contractors in the installation and/or alterations.
- 46.08** In the event of a general layoff, work normally and historically performed by any classification being contracted out or scheduled to be contracted out, will be reviewed by the Company and the Union with the intent of returning the work to the plant, providing it is now reasonable in terms of cost and quality to do so. This clause is subject to the Company's right to maintain a skilled workforce under Article 13.01.

Additionally, the Company will look at doing a cost analysis with the Union to determine costs involved and maintain a current list of such work. All information regarding subcontracting will be shared with the Union.

#### **ARTICLE 47 – EMPLOYEE ASSISTANCE PROGRAM**

- 47.01 The E.A.P. program will allow up to eight visits at Company expense.

#### **ARTICLE 48 - DURATION OF AGREEMENT:**

- 48.01 This agreement shall be effective from October 1, 2006, up to and including 01 May, 2008. 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 the 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 agreed 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 01 May, 2008, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

Provided that for purposes 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.

Dated: 30 August, 2006

**FOR THE COMPANY**

Ted Wallbank  
Duncan Gilman

**FOR THE UNION**

Mike Armstrong  
Dave Bailey  
Cory Kunkel  
Tom Epplert  
P. J. Geilen  
Jeff Hunt

**IN WITNESS WHEREOF**

each of the parties hereto has caused this agreement to be signed by their  
duly authorized officials or representatives as of this \_\_\_\_\_ Day of \_\_\_\_\_

Any errors or omissions will be mutually agreed upon before printing and distribution.

P.J. WALLBANK MANUFACTURING CO. LIMITED.  
PLATTSVILLE, ONTARIO.  
BLANDFORD BLENHEIM TWP.

Ted Wallbank Ted Wallbank

Duncan Gilman Duncan Gilman

NATIONAL AUTOMOBILE  
AEROSPACE TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW-CANADA)  
AND ITS LOCAL 1524

Mike Armstrong Mike Armstrong

Dave Bailey Dave Bailey

Cory Kunkel

Tom Epplert Tom Epplert

P. J. Geilen

Jeff Hunt

**LETTER OF UNDERSTANDING**

**Re: CROSS TRAINING**

Cross training has traditionally taken place when there is an excess of employees, instead of laying off. It is the company's intention to continue this practice when it is reasonable to do so.

**LETTER OF UNDERSTANDING****Re: THE EMPLOYMENT OF CO-OP STUDENTS**

It is the intent of the Company to hire Co-op students that would only fit into one of the exempt positions as defined in Article 2.01. Therefore, these employees would only do the work that would normally be done by employees outside of the bargaining unit.

**LETTER OF UNDERSTANDING****Re: EMPLOYEE HEALTH INSURANCE**

It is the intent of Management to cover government regulated Health Insurance in whatever manner it may be billed in the future (i.e. Whatever system may replace the current flat payroll tax.).

**LETTER OF UNDERSTANDING****Re: OVERTIME ALLOWANCE ON RUSH JOBS**

The intent of exempting overtime on rush setups or repairs from the equalization provisions is strictly to allow for production efficiency and not to let any single or group of employees to get more overtime than the rest of our employees. These overtime hours will still be added to total overtime worked for tracking and scheduling overtime time. The Company agrees to not abuse this provision.

**LETTER OF UNDERSTANDING****RE: SENIOR GROUP LEADERS**

It is the intention of the Company to strive to continue to improve the relationship between the senior group leaders and fellow employees. As part of this goal the Company, Senior Group Leaders and the Union will create a list of expectations for the conduct of group leaders. This list will be added to the job description for the Senior Group Leaders

**LETTER OF UNDERSTANDING**

**RE: FILL IN POSITIONS**

When a fill in (back up) position is required, the position will be posted for 5 working days and the candidate will be chosen from the General Help classification unless for efficiency and training reasons, and after discussion with the union, it is reasonable to choose from another classification. The successful candidate will be selected in accordance with articles 15.03, 15.04 and 15.07.

**LETTER OF UNDERSTANDING**

**RE: VACATION REPLACEMENTS**

If vacation replacements are required a notice will be posted to allow the opportunity for employees' children to apply.

**LETTER OF UNDERSTANDING**

**RE: SHORT ORDER DEPARTMENT**

Short order and Lear department employees are currently considered to be part of the Torsion department for the purpose of overtime equalization. This will change once the departments are separated. It is the intention of the Company for Lear to become part of the Torsion and short order will be a separate department. Cross-training for the Short order department will be instituted for Springmakers as the situation allows. For job rotation and overtime purposes the General help will be shared between Belt Tensioner, Torsion and the Short order department.

**LETTER OF UNDERSTANDING**

**RE: SPECIAL FINANCIAL ASSISTANCE**

The Company will pay up to one week's wages as a special financial assistance to an employee who must move to a shelter to be protected from domestic violence. It is understood the affected employee will provide proof of being in a shelter within one week of entering the shelter.

**LETTER OF UNDERSTANDING**

**RE: LEAVE OF ABSENCE TO ATTEND A FUNERAL**

It is the Company's intent to honour its past practice of allowing employees one (1) day's leave of absence to attend the funeral of their aunt, uncle or step grandparents.

This leave must be requested and approved by the Production Manager.

### **LETTER OF UNDERSTANDING**

#### **RE: BENEFITS**

The Company and Union have had discussions during the set of negotiations as it pertains to the significantly increasing benefit costs. Therefore the Company and Union agree:

1. Benefits will remain at the current negotiated levels and throughout the current collective agreement, no benefit shall be of a lesser dollar amount.
2. The Company will make every effort to streamline benefit costs by reducing administration costs, implementing processes such as electronic billing, self administration or any other process which will reduce the cost while not affecting the level of benefit.

These changes will require the input and cooperation of the Union, all employees and the management of P.J. Wallbank Mfg.

The Company agrees any changes to the administration of the benefits will be discussed beforehand with the Union and every effort will be made to resolve any issues to the Union and Management mutual satisfaction.

### **LETTER OF UNDERSTANDING**

#### **RE: PAID LUNCHES**

Any employee who is on a three shift rotation, and is off the rotation for more than four weeks shall not be paid the twenty minute lunch. They will then be considered off the rotation. The employer shall not abuse this letter.

Any employee who works steady day shift shall not receive a paid lunch. (This does not include employees who are on a voluntary shift switch with another employee).

### **LETTER OF UNDERSTANDING**

#### **RE: RRSP CONTRIBUTIONS**

All existing employees at the date of ratification of this agreement will qualify for RRSP contributions per Article 44.01 (a) after two (2) years of service

### **LETTER OF UNDERSTANDING**

**RE: EMPLOYEE GROUP BENEFITS**

It is agreed that:

- i. Orthotic Insert coverage will be raised from the current level to \$450.00 per year.
- ii. Hearing aid coverage will be increased from current levels to \$600.00 for one hearing aid or \$1000 for two hearing aids every five years.

**LETTER OF UNDERSTANDING****RE: GROUP INSURANCE CONTRIBUTIONS**

All existing employees at the date of ratification of the agreement will qualify for contributions to be paid for by the Company after 1 Year as listed in Article 42.01 and 42.02.

**LETTER OF UNDERSTANDING****RE: Article 46.04**

**It is agreed & understood by both the Company & the Union that this clause does not infringe on any other clause under 46. The specific wording "or prevent recall" is included for the express purpose of ensuring that should Article 46.08 be exercised & under 46.08, it is deemed reasonable to return work to the plant, laid-off workers will be recalled if required. If the returned work can be dispersed among employees currently working then it is agreed that no recall of laid-off workers is required.**

**LETTER OF UNDERSTANDING****RE: Employee Health Tax Grievance**

**The current L.o.U. remains unchanged. In full and final settlement of the Grievance, the Employees, at time of Ratification, will receive \$700.<sup>00</sup> to be paid to each employee as per the schedule below:**

**Ratification: \$250.<sup>00</sup>**  
**06 Dec. '06: \$150.<sup>00</sup>**  
**06 June '07: \$100.<sup>00</sup>**  
**05 Dec. '07: \$100.<sup>00</sup>**  
**30 April '08: \$100.<sup>00</sup>**

**This money can be taken in separate cheque (minus standard deductions) or rolled into an Employee RRSP.**

**LETTER OF UNDERSTANDING****RE: Make-Up Time (MUT)**

**Employees will be allowed to use MUT under the following conditions:**

1. **There must be proof of eligibility subject to the provisions of the Attendance Policy and a prior arrangement of date/time MUT to be utilized.**
2. **Employees will sign a form requesting MUT.**

3. The Union will be provided a copy of the approved MUT form.
4. MUT will only be allowed for less than ½ of shift (under normal circumstances).
5. MUT must be arranged for the same Pay period (under normal circumstances).
6. There shall be no Make-Work projects- it must be regular production or Trades work.
7. For absences where MUT is agreed to & worked there shall be no penalty against an employee with regards to the Attendance Policy.
8. MUT will not replace or prevent scheduled or posted Overtime.

### LETTER OF UNDERSTANDING

#### RE: Banked Time (BT)

Employees will be allowed to Banked Time under the following conditions:

1. Maximum of 40 hours can be banked at any one time.
2. BT must be taken in the calendar year it was banked- if not, it will be paid-out at straight time at year-end.
3. BT must be taken as full shifts.
4. Notification of intention to use BT must be given & approved 10 days in advance, unless otherwise agreed.
5. Employees shall be granted BT as per Article 18.02: Vacation or as mutually agreed otherwise.
6. BT will be paid at Straight-time rate.

P.J. Wallbank Manufacturing Co. Limited, hereinafter referred to as, "the Company"

and

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1524, hereinafter referred to as, "the Union"

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from 01 October, 2006 to 01 May, 2008.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on 30 September, 2006, provided, however, that the following amendments are incorporated:
  1. All matters previously settled and agreed to by the parties prior to the date hereof,
  2. All matters contained in the attached separate document.

For the Employer

For the Union

**Signed this    day of at Plattsville, Ontario.**