

COLLECTIVE LABOUR AGREEMENT

Between:

**H.E. VANNATTER LIMITED/SOLUS MANUFACTURING
INC.**

102 Arnold Street,
Wallaceburg, Ontario
N8A 3P4

hereinafter called “The Company”

And:

**THE INTERNATIONAL UNION
UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA
(UAW-CLC) AND ITS LOCAL 251**

88 Elm Drive South
Wallaceburg, Ontario
N8A 5E7

December 17, 2004

INDEX

ARTICLE NUMBER	ARTICLE	PAGE
1	Purpose of Agreement	1
2	Recognition	1
3	Management Rights	2
4	Union Membership & Check-off	3
5	Discrimination	5
6	Union Representation	6
7	Strikes And Lock-Out	9
8	Grievance Procedure	10
9	Probationary Period	13
10	Seniority	14
11	Lay Off	16
12	Recall	18
13	Temporary Transfer	19
14	Job Posting	20
15	Contractural Holidays	23
16	Vacations	27
17	Hours of Work	30
18	Overtime	32
19	Shift Premiums	34
20	Occupational, Accidents or Illness	35
21	Sick Leave of Absence	36
22	Leave of Absence	37
23	Leave for Union Business	38
24	Bereavement Leave of Absence	39
25	Jury Duty	40
26	Reporting-In Pay	40
27	Call-Back Pay	41
28	Safety & Health	41
29	Lunch Period	46
30	Rest Period	46
31	Wash-up Period	46
32	Lead Hands	46
33	Administration of Discipline	47
34	Agreements	47
35	Schedule "A" Wages	48
36	Schedule "B" Employee Benefits	48
37	Technological Change	49
38	Out Sourcing	49
39	Duration of Agreement	50
	Schedule "A" Wages	51
	Schedule "B" Employee Benefits	53

	Schedule “C” Tools	58
	Memorandum of Understanding	59
- APPRENTICESHIP PROGRAM -		
	Schedule “D”	64
1	Definitions	64
2	Applications	66
3	Apprenticeship Eligibility Requirements	66
4	Credit For Previous Experience	67
5	Term of Apprenticeship	67
6	Grace Period	67
7	Hours of Work	68
8	Discipline	68
9	Wages	69
	A) Approval of Classroom Instruction	
	B) Enforcement of School Attendance	
10	Joint Apprenticeship Committee	71
11	Co-ordination of Apprentices	71
12	Certificate of Completion of Apprenticeship	72
13	Modification of Standards	73
	Schedule “E” Die Maintenance & Repair	73
	General Rules of Conduct	77

AGREEMENT

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 Employer, 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 fair and peaceful disposition of all grievances, to promote efficiency in the production of quality products, and to set forth the conditions of employment to be observed by the Employees, the Union and the Company.

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 Union as the exclusive Collective Bargaining Agent of all regular employees located in the Town of Wallaceburg, Ontario, save and except foremen, persons above the rank of foremen, technical staff (such as work measurement staff, laboratory staff, metallurgical staff, etc.) engineering staff (such as professional engineers, engineering technician, designers, etc.) sales staff and students.

2.02 The words “employee” or “employees” when used in this Agreement shall mean only such regular employees as are included in the bargaining unit as defined in Clause 2.01

2.03 Employees (with the exception of students covered by the memorandum), defined in Clause 2.01 not in the bargaining unit, engineering staff (such as professional engineers, engineering staff (such as professional engineers, engineering technicians, designers staff, laboratory staff, metallurgical staff, etc.) and foremen, shall not perform any work which is recognized as work of the bargaining unit, except for the purpose of instruction or experimentation. The Company will notify the Union representative in advance of any instruction or experimentation.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the Management of the plant and direction of the working force 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, to operate and administer its affairs, to direct the working force, to plan, direct, and control operations, to schedule working hours, to determine the number of employees to be employed, and the right to hire and select employees from any source, promote, demote, classify, transfer, rehire, retire under the Company policy, discipline, suspend or discharge employees, the right to make, enforce, and alter, from time to time, rules and regulations covering operations, a violation of which shall be among the reasons for discipline or discharge, and release employees because of lack of work or for other reasons, to determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment, product components, parts and material 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 production, and the right to introduce new and improved standards or facilities, the right to establish and change occupational production standards, the right to institute, change or cancel incentive or bonus plans, to determine the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company, subject to the expressed provisions of this Agreement.

3.02 Production standards will be established by the Company. The Company shall notify the Union of any production standard changes prior to their implementation. When a production standard dispute exists, the Union shall have the right to bring in their time study engineer to time the job in dispute and to assist the Union in resolving the dispute and/or grievance with the Company.

ARTICLE 4 UNION MEMBERSHIP AND CHECK-OFF

4.01 As a condition of employment all employees covered by this Agreement shall at the expiration of their plant probationary period, become members of the Union and shall remain members of the Union during the term of this Agreement to the extent of paying an initiation fee and assessment and the monthly membership dues uniformly required of all Union Members as a condition of acquiring or retaining membership in the Union.

4.02 Dues are defined for the purpose of this Article as the regular Union dues, initiation fees and assessments as prescribed by the Constitution of the Union.

4.03 The Company will, upon receipt of an authorization card, signed by an employee covered by Clause 4.01 of this Agreement, who has completed their probationary period, shall pay an initiation fee and the Company shall deduct from the pay cheque for the last pay period of each month, the regular monthly dues of such employees. A probationary employee will pay U.A.W. dues, but will not have any of the rights contained in the Agreement until his probationary period is served and he becomes a full-time employee. The Company shall remit such monies to the Financial Secretary

of Local 251 of the International Union U.A.W. by the fifteenth (15th) of the month following the month in which the dues were deducted.

If a regular 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 last pay period of any month, dues deductions shall be deferred to the last pay period in the following month subject to 4.04 of this Agreement.

Any such authorization shall take effect, as of the next regular deduction date after it is received by the Company.

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 total amount deducted for the month, including the name and status of any employee for whom the Company has made no dues deductions.

4.04 No deductions 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 and/or been compensated for less than a total of forty (40) hours as of the last pay period of the month.

Paid vacation days and paid contractual holidays will be considered as compensated days.

4.05 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 DISCRIMINATION

5.01 The Company and the Union agree that they will not discriminate against any employee on the grounds of age, marital status, sex, race, citizenship, creed, colour, national origin, political or religious affiliations, disability, record of offences, sexual orientation or union membership or status.

5.02 The Company and the Union agree that they will not discriminate, coerce, restrain or influence any employee on account of Union membership or non-Union membership in any labour organization.

5.03 The Union agrees that there shall be no Union activity of any kind, on the Company premises at any time except as agreed to by Human Resources Manager.

**ARTICLE 6
UNION REPRESENTATION**

6.01 The Company acknowledges the right of the Union to elect a plant committee which shall be composed of one (1) plant chairperson and two (2) committeepersons (1) Tool & Die (1) Die Casting, and one (1) steward per shift in Tool & Die and one (1) steward per shift in Die Casting. The committeepersons, the stewards, and plant chairperson at the time of their elections must have been employees of the Company for at least twelve (12) months. The duty of the committeepersons, the stewards, and plant chairperson shall be to represent the employee(s) in the processing of grievances as outlined in the Grievance Procedure.

It is agreed between the parties that the plant chairperson and two (2) committeepersons only will work on day shift. The plant chairperson and committeepersons will be assigned to a day shift job at the rate of their current classification or new classification whichever is higher. Upon expiration of his/her position as chairperson or committee person he shall immediately be transferred to his/her current posted position. If necessary the Junior Employee within that posted position will be laid off as per the layoff language – Article 11.

It is agreed between the Company and the Union that the following terms and conditions will apply with regard to the positions of chairpersons and committeepersons.

1. (A) The Company recognizes the duties of the chairperson and committee person may prohibit him from operating a machine on a full-time basis, therefore, the Company will assign the chairperson and committee person to such jobs, within a classification listed in schedule 'A', as will be flexible enough for him to carry out the functions of office.

If the Chairperson or committee person is working in the skilled trades they will remain in a skilled trades classification.

1. (B)
 - (i) The chairperson will be paid an hourly rate of seventy-five cents (\$.75) above his current rate.
 - (ii) The committee persons will be paid an hourly rate of fifty cents (\$.50) above their current rate.
 - (iii) Should a chairperson or committeeman be a successful applicant to a job posting they will receive the applicable rate of pay of said posting after 14 working days of being awarded the job.

6.02 The Union will inform the Company in writing of the names of the committeepersons, the stewards, and plant chairperson and any subsequent change in the names of the committeepersons, the stewards, and plant chairperson, and the Company

will not be required to recognize the committee persons, the stewards, and plant chairperson until such notification from the Union has been received.

6.03 The committee person, the stewards, the plant chairperson and/or grievor shall report to and obtain permission from their supervisor or his representative, whenever it becomes necessary to leave their work, and/or plant for the purpose of processing grievances, as outlined in the Grievance Procedure. Such permission shall not be unreasonably withheld provided that the production of the work area and/or plant is not unduly affected. Permission shall not be withheld for a period greater than one (1) hour from time of the request. The committee persons, and stewards, the plant chairperson and/or grievor shall report back to their supervisor, or his representative at the time they return to work.

6.04 Time lost adjusting grievances during regular straight time working hours by members of the shop committee and stewards in accordance with the Grievance Procedure will be paid by the Company. Overtime will be paid when requested by the Company.

6.05 The Company agrees to recognize and deal with a Negotiating Committee of not more than three (3), regular employees, of the Company, along with a representative from the International Union, and/or the President of U.A.W. Local 251.

6.06 The Company will supply a Union office equipped with a telephone, filing cabinet, desk and chairs within the plant.

6.07 The Union will be allowed to post, on a bulletin board, (Die Cast and Tool & Die), 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.

6.08 It is agreed that the Union shall not distribute or cause to be distributed any hand bills, pamphlets, literature or Union material detrimental to the Company on the Company premises or time, except for arrangements agreed to between the Union and the Company.

ARTICLE 7 STRIKES AND LOCK-OUT

7.01 The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppage, slowdown, or suspension of work, either complete or partial, for any reason, by any employee or employees. There shall be no lock-out by the Company.

7.02 During the continuance of this Agreement the Union agrees it will not counsel or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slow-down in the plant or any curtailment of work or restrictions of or interference with production of the Company, and the Union will not cause or

permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket the Company's plants or premises. The Company reserves the right to discipline any employee who violates any provision of this section.

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 must submit his verbal grievance to his immediate supervisor or his representative, within one (1) working day from the date of discovery of the alleged violation of the Agreement. The employee may request the supervisor to call a committeeperson to discuss the specific grievance. The supervisor shall render a verbal decision to the employee within one (1) working day 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 committeeperson, shall meet with his immediate supervisor, or his representative. At this time, the grievance must be submitted to the Human Resource Manager, or his representative, in writing. The grievance must state in what respect the Agreement, policies and practices, 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 the Human Resource Manager, or his representative, to the employee, within three (3) working days following this meeting.

Step 3: Failing an answer or a satisfactory settlement as in Step 2, within three (3) working days, the plant chairperson, shall refer the grievance, in writing, to the Plant Manager, or his representative. Within ten (10) working days, the Plant Manager and/or his representative, the Human Resource Manager, and the supervisor will consider the grievance at a meeting with the plant chairperson, and the committeepersons, (1) Tool & Die, and (1) Die Casting. At such meeting an International representative of the Union or local President and a Company representative from other than local Plant Management may be in attendance. A written disposition from the Company will be given within seven (7) working days of the date of such meeting.

Step 4: If a settlement is not reached at Step 3, the Union may request that the grievance be submitted to arbitration, in which event they shall make such request in writing within five (5) working days after the disposition at Step 3.

Grievances appealed to arbitration will be presented to the arbitrators named below who will act in rotation in the order that their names appear.

1. D. Williamson
2. M. Watters

3. E. Palmer

If the arbitrator is unable to specify a date for the arbitration hearing within a reasonable time period, the grievance will be submitted to the next arbitrator in rotation, if both parties agree. The arbitrator will set a date for the hearing, within a reasonable time period to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence. The arbitrator's decision shall be final and binding upon both the Union and Company. The arbitrator shall not be authorized to make any decision inconsistent with the provision of this Agreement nor to alter, modify or amend any part of this Agreement. The arbitrator shall have the right to modify a disciplinary action. The expense of the arbitrator shall be equally divided between the Company and the Union. Any witnesses called by the parties will be at their individual expense. Any extension of the time limits may be made by either party by mutual consent in writing, or by the arbitrator, who will advise the parties in writing.

For discharges, Arbitrators may be selected through the Ministry of Labour in accordance with Section 49 of the Labour Relations Act, 1995, as amended.

8.02 All policy grievances and dismissals would automatically begin at Step 3 of the Grievance Procedure. A claim by a regular employee that he has allegedly been wrongfully discharged shall be recognized as a grievance, provided that a written detailed statement of the reason for such grievance is filed in writing, with the Plant Manager within three (3) working days after the employee has been notified in writing of such discharge.

Prior to leaving the plant the discharged employee shall be given the opportunity to meet with the plant chairperson.

8.03 Any time limits referred to in this Article within which verbal or written grievances must be submitted are mandatory and may only be extended by the verbal or written agreement of the Company (Plant Manager) and the Union.

Any grievance not presented and/or carried forward within the time limits referred to in this Article, or any longer periods which may have been mutually agreed upon in writing or verbally by the parties, shall be deemed null and void.

8.04 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

8.05 The Company shall not be subject to any financial liability for any period greater than, thirty (30) working days maximum, prior to the date a grievance was filed in writing.

8.06 Any grievance not presented and/or carried forward within the time limits as set forth under any steps of the Grievance Procedure, or any longer periods which may have been mutually agreed upon, shall be deemed null and void.

ARTICLE 9 PROBATIONARY PERIOD

9.01 New hires shall be considered probationary until they have completed a total of sixty (60) days actually worked, within a twelve (12) consecutive month period, after which they shall become regular employees as defined in Clauses 2.01 and 2.02 and their seniority rating shall be their original hiring date. However, the Company by mutual agreement with the Union may extend the probationary period of the employee. The continued employment of a probationary employee shall be at the sole discretion of the Company and probationary employees shall have no rights of grievance under any terms of the Collective Agreement. The Company must show just cause to the Union for discharge of a probationary employee.

The Company will allow the Union to meet with a new employee for the purpose of informing them of their obligations and rights under the collective agreement during working hours, not to exceed 30 minutes per employee, after the probationary period has been completed.

Benefits eligibility will be the month following the month that they attain thirty (30) days of their probationary period.

ARTICLE 10 SENIORITY

10.01 The term “seniority” as used herein, shall mean accumulated service calculated from employee’s original hiring date, as described in Clause 9.01.

10.02 In the case of equality in seniority ranking, seniority shall be determined by alphabetical order.

10.03 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,
- d) If the employee is absent without Company approved leave of absence, for more than three (3) consecutive working days.
- e) (1) If an employee has been laid off and does not return to work within five (5) days after being contacted to report for duty, the company will attempt

to notify the employee by telephone and concurrently the Company will notify the employee by registered mail to his last known address. A copy of the registered letter will be provided for the Shop Chairperson at the time of mailing.

- (2) If an employee is at work with another employer he will not lose seniority if he reports for work with the company within five (5) working days following his notice or recall, as outlined in Clause 10.03 (e) (1)
- 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 valid reason acceptable to the Company,
- g) If he accepts gainful employment while on leave of absence without first obtaining the consent, in writing, of the Company,
- h) (1) If an employee is laid off for a continuous period equal to his seniority at the time of such layoff, or for one (1) year whichever is longer,
(2) If an employee is absent because of non-occupational sickness or injury or worker's compensation injury or illness equal to his seniority at the beginning of such absence or for five (5) years whichever is least.

10.04 It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and phone number. If an employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.

10.05 Employees who are or have been appointed or selected for a supervisory position, or for any position not subject to the provisions of this Agreement, will not be covered by the provision of this Agreement.

10.06 The company will post a plant seniority list on the main bulletin board. This list will be revised every three (3) months. At the time the plant list is revised a copy of the list will be given to the plant chairperson.

ARTICLE 11 LAY OFF

11.01 When the Company deems it necessary to reduce the work force, plant wide seniority will be the guiding factor, consistent with the Company's right, to maintain a work force of employees who have, the qualifications, skill, ability, efficiency and are able to perform the work that is available. **Said employee will be allowed a seven (7) working day trial period at the rate of the job.**

Apprentices can displace journeymen if they have more trade seniority, but must be able to perform the job in seven (7) days, the same as the journeymen.

An apprentice can displace a junior apprentice and must be able to perform the job in a reasonable amount of time not to exceed one (1) month.

11.02 Subject to the terms and conditions of Clause 11.01 of this Collective Agreement, all employees in the classifications covered by Schedule "A" of this Collective Agreement (skilled trades employees excluded) will be permitted to exercise their seniority to displace junior employees, on a plant wide basis (Tool & Die and Die Cast) in equal or the next lowest paid classification when there is a reduction in the work force. Maintenance and millwright classifications will be permitted to exercise their seniority to displace employees in maintenance and millwright classifications only. Skilled trade classifications other than maintenance and millwright will be permitted to exercise their seniority to displace employees in skilled trade classifications other than maintenance and millwright only.

11.03 Employees who refuse a transfer under 11.01 and 11.02 will lose their seniority.

11.04 If the Company decides to close the Plant for vacations, or for the purpose of taking inventory, they will solicit by seniority within the classification and demand by juniority within the classification from the employees that are able to perform the available work.

11.05 When the Company deems it necessary to reduce the work force in the plant, the Company will give at least three (3) working days notice to employees of any contemplated layoff. The Company will notify employees to be laid off either verbally or by registered letter and post a list of the names of employees to be laid off on the plant bulletin board. The Company will supply the shop chairperson with a copy of the list of employees to be laid off. This does not cover layoffs of a temporary nature, (layoffs not exceeding five (5) consecutive working days).

11.06 If no work is available because of fire, lack of power, act of God, or for any other reason beyond the control of the Company, the provision of Clause 11.01 and the layoff notice provisions of Clause 11.05 will not apply.

11.07 The plant committee shall not be laid off as long as work is available for which they have the qualifications, ability, efficiency to perform the work after a reasonable familiarization period, not to exceed five (5) working days, at the rate of their job. If no such work is available, they will be laid off under provision of Article 11, Clause 11.01. The same terms and conditions will apply for stewards, providing the second (2nd) and/or third (3rd) shifts are not cancelled.

ARTICLE 12 RECALL

12.01 Recall of employees after layoff will be in the reverse order of layoff as outlined in the provision of clauses 11.01 and 11.02.

12.02 Any employee who refuses a recall to any available job shall lose his seniority, and his employment with the Company will be terminated.

12.03 Employees will return to their posted position, if such posted position exists, when availability permits.

ARTICLE 13 TEMPORARY TRANSFER

13.01 An employee temporarily assigned, at the direction of the Company, to a classification other than his regular classification for more than two (2) hours will be paid at the higher rate of the two (2) positions for that day and all subsequent days of temporary transfer.

13.02 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. This time may be extended by mutual agreement.

13.03 Vacant jobs created as a result of illness, injury or occupational accident or illness, or leave of absence shall not be posted as permanent vacancies and may be filled at the discretion of the Company on a temporary basis for the duration of the illness, injury, occupational accident or illness or leave of absence. Such job vacancies will not be subject to the seniority provisions of the Agreement during this period.

13.04 The Company agrees that temporary transfers will not be used to circumvent the job posting procedure.

13.05 It is agreed and understood by the parties that the vacant/temporary position will be filled by senior employees laid off out of that classification, then by the backup on the shift, and then by the most junior employee who has the qualifications, ability and efficiency and is able to perform the work, without any training, will be temporarily assigned to the work available under this Article.

ARTICLE 14 JOB POSTING

14.01 If a permanent job vacancy exists, or new job classifications are created in the plant, such openings shall be posted on the plant bulletin boards for a period of three (3) working days, during which time regular employees at work in the plant at the time of

such job posting, may make application to the plant Manager and/or supervisor for such job vacancy.

Employees on vacation will be permitted to apply for any such job postings, except that the Company has no obligation to advise such employees of any job postings. However, no job vacancies shall be posted during scheduled plant shutdowns.

The Union will be given a copy of all job postings and the successful job applicant.

The classification rate for all posted jobs will be the rate for the job classification as outlined in Schedule "A".

If a qualified bid is not received it shall be filled by the Company within a period not to exceed forty-five (45) days at which time it will be posted, if necessary.

14.02 Employees shall be permitted to bid for a lower, lateral or higher classification, except that the successful regular employee shall be entitled to only one such transfer every twelve (12) months as a result of obtaining such job transfer by job posting. Time limits will be voided if an employee is laid off from his classification, or is bidding to a newly established classification, or is bidding for an apprenticeship opening or is bidding for a postable steady day job.

14.03 Employees bidding for a permanent job vacancy shall be considered by the Company on the following factors at the time of job posting:

- a) Qualifications, ability and efficiency
- b) Length of seniority

Where factors in (a) are equal, then (b) will apply. The Company will post the successful applicant within four (4) working days from the time the posting is taken down and further agree to transfer said applicant when a suitable replacement has been trained for all subsequent jobs. Should the employee not be assigned to his new position within fifteen (15) regular working days after being accepted he shall receive the higher rate.

14.04 Any employee reclassified as a result of job bidding may be demoted for just cause by the Company up to thirty (30) days actually worked on the job after such reclassification. The Company reserves the right to judge the performance of the employee. Such employee will be transferred to his former posted position and the junior employee within that posted position will be laid off as per the layoff language – Article 11.

The vacant position will not be re-posted but will be filled by the candidates from the same posting on the criteria as outlined in 14.03.

An employee also has up to thirty (30) calendar days to withdraw from a job obtained by job posting without penalty and will return to their former position.

Such employee will be transferred to his former posted position and the junior employee within that posted position will be laid off as per the layoff language – Article 11.

The vacant position will not be re-posted but will be filled by the candidates from the same posting on the criteria as outlined in 14.03.

Any employee that withdraws a job posting, after 30 days and less than one year from acceptance of posting, will not be entitled to bid for any job for a period of twelve (12) months.

14.05 The subsequent job vacancy, if any, created by successful job bidding, will be filled by job bidding. Any subsequent job vacancy(s) if any, will be filled at the discretion of the Company.

Any two (2) subsequent job vacancies if any, created by successful job bidding, will be filled by job bidding for a trial period of six (6) months then reviewed by the Company and the Union at that time.

14.06 Journeymen employees may make application to the Human Resource Manager to move from one classification to a different classification for purposes of training to increase his work skills and such moves will be mutually agreed upon by the parties involved and would in no way circumvent the job posting procedure.

Vacant positions may be temporarily filled by soliciting by seniority and demanding by juniority.

14.07 Nothing contained in this Article shall be construed to limit the Company's right to hire employees from outside, if there are no qualified employees within the bargaining unit to fill the vacancy available.

ARTICLE 15 CONTRACTUAL HOLIDAYS

15.01 The following shall be considered as paid contractual holidays under the terms and conditions of Article Fifteen (15) of this Collective Agreement:

- FIRST YEAR – 2004-2005 (16 DAYS)

Thursday, December 23, 2004
Friday, December 24, 2004
Monday, December 27, 2004
Tuesday, December 28, 2004
Wednesday, December 29, 2004
Thursday, December 30, 2004
Friday, December 31, 2004
Monday, January 3, 2005
Monday, February 21, 2005 (Heritage Day)
Friday, March 25, 2005 (Good Friday)
Monday, March 28, 2005 (Easter Monday)
Monday, May 23, 2005 (Victoria Day)
Friday, July 1, 2005 (Canada Day)
Monday, August 1, 2005 (Civic Day)
Monday, September 5, 2005 (Labour day)
Monday, October 10, 2005 (Thanksgiving Day)

- SECOND YEAR – 2005-2006 (16 DAYS)

Thursday, December 22, 2005
Friday, December 23, 2005
Monday, December 26, 2005
Tuesday, December 27, 2005
Wednesday, December 28, 2005
Thursday, December 29, 2005
Friday, December 30, 2005
Monday, January 2, 2006
Monday, February 20, 2006 (Heritage Day)
Friday, April 14, 2006 (Good Friday)
Monday, April 17, 2006 (Easter Monday)
Monday, May 22, 2006 (Victoria Day)
Monday, July 3, 2006 (Canada Day)
Monday, August 7, 2006 (Civic Day)
Monday, September 4, 2006 (Labour Day)
Monday, October 9, 2006 (Thanksgiving Day)

- THIRD YEAR – 2006-2007 (16 DAYS)

Thursday, December 21, 2006
Friday, December 22, 2006
Monday, December 25, 2006
Tuesday, December 26, 2006
Wednesday, December 27, 2006
Thursday, December 28, 2006
Friday, December 29, 2006
Monday, January 1, 2007
Monday, February 19, 2007 (Heritage day)
Friday, April 6, 2007 (Good Friday)
Monday, April 9, 2007 (Easter Monday)
Monday, May 21, 2007 (Victoria Day)
Monday, July 2, 2007 (Canada Day)
Monday, August 6, 2007 (Civic Day)
Monday, September 3, 2007 (Labour Day)
Monday, October 8, 2007 (Thanksgiving Day)

- FOURTH YEAR – 2007-2008 (16 DAYS)

Friday, December 21, 2007
Monday, December 24, 2007
Tuesday, December 25, 2007
Wednesday, December 26, 2007
Thursday, December 27, 2007
Friday, December 28, 2007
Monday, December 31, 2007
Tuesday, January 1, 2008
Monday, February 18, 2008 (Heritage day)
Friday, March 21, 2008 (Good Friday)
Monday, March 24, 2008 (Easter Monday)
Monday, May 19, 2008 (Victoria Day)
Friday, July 4, 2008 (Canada Day)
Monday, August 4, 2008 (Civic Day)
Monday, September 1, 2008 (Labour Day)
Monday, October 13, 2008 (Thanksgiving Day)

- FIFTH YEAR – 2008-2009 (16 DAYS)

Wednesday, December 24, 2008
Thursday, December 25, 2008
Friday, December 26, 2008
Monday, December 29, 2008
Tuesday, December 30, 2008
Wednesday, December 31, 2008
Thursday, January 1, 2009
Friday, January 2, 2009
Monday, February 16, 2009 (Heritage day)

Friday, April 10, 2009 (Good Friday)
Monday, April 13, 2009 (Easter Monday)
Monday, May 18, 2009 (Victoria Day)
Friday, July 3, 2009 (Canada Day)
Monday, August 3, 2009 (Civic Day)
Monday, September 7, 2009 (Labour Day)
Monday, October 12, 2009 (Thanksgiving Day)

15.02 Employees absent from work on any part of the last working day immediately preceding or following any of the contractual holidays listed in Clause 15.01 shall not be entitled to pay for the holidays unless he/she has permission to be absent for vacation, jury duty, crown witness, bereavement or approved union leave. If the employee does not have prior permission he/she must immediately report to his/her supervisor upon return to work and explain his/her absence. To be eligible for holiday pay the reason for the absence must have been unavoidable and beyond the control of the employee and substantiated on date of return. Absence due to illness must be substantiated by a doctor's note or prescription related to the illness on date of return.

15.03 An employee will also not be paid for a contractual holiday if:

- a) He has been laid off and has not worked a total of more than thirty (30) calendar days prior to, and inclusive of, the recognized contractual holiday.
- b) He is off work due to a non-occupational, certified illness or injury, for more than thirty (30) calendar days prior to, and inclusive, of the recognized contractual holiday.
- c) He has been receiving worker's compensation for more than thirty (30) calendar days prior to, and inclusive, of the recognized contractual 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 of more than (30) calendar days prior to, and inclusive, of the recognized contractual holiday.

It is understood that probationers are not entitled to pay for any contractual holidays during his probationary period.

15.04 The following arrangements may be exercised if a contractual holiday falls within an employee's annual vacation; an employee may be allocated an additional day in his vacation, or may be granted another day's pay in lieu of additional time off.

15.05 Employees eligible for payment of a contractual holiday will be paid on the basis of the applicable hourly base rate of the job to which they were assigned the day

prior to the holiday, multiplied by the number of hours he would normally have worked on such day, up to maximum of eight (8) hours.

15.06 Notwithstanding Clause 15.05, payment for a contractual holiday, for employees on Worker's Compensation, or weekly indemnity, (during the first thirty (30) calendar days of such occupational or non-occupational illness or accident,) will be, only, the difference between the daily amount received for compensation or weekly indemnity, and the daily amount of payment outlined in Clause 15.05.

ARTICLE 16 VACATIONS

16.01 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 10 of the Collective Agreement.

<u>Years of Service</u>	<u>% of Gross Earnings</u>	<u>Weeks Eligibility</u>
less than 1 year	According to Ontario Employment Standards Act	
1 yr. but less than 5 yrs.	4%	2 weeks
5 yrs. but less than 10 yrs.	6%	3 weeks
10 yrs. but less than 15 yrs.	8%	4 weeks
15 years but less than 20 years	9%	4 weeks
20 yrs. but less than 25 yrs.	10%	5 weeks
25 yrs. but less than 30 yrs.	11%	5 weeks
30 years and over	12%	6 weeks

An employee's vacation pay percent will change at his anniversary date and at that anniversary date will be eligible for an additional week. Vacation eligibility weeks will be taken during the periods of May 1st to April 30th of the following year. Vacation pay will be calculated based on the gross earnings between May 1st and April 30th.

The Company will endeavour to distribute the vacation pay cheques on the following dates, May 19, 2005, May 18, 2006, May 17, 2007, May 15, 2008 and May 21, 2009 on the employees scheduled shift.

16.02

- a) The Company will endeavour to, but not guarantee, to schedule at least two (2) weeks of credited vacations during the months of July and August if requested by an employee, preference of dates during July and August will be given to the most senior employees. Such requests will be made to the Company in writing not later than April 1st of each year. An employee may at their own discretion choose not to use their vacation time during this period if they schedule their vacation. If

an employee does not schedule their vacation the company may assign and schedule two weeks of vacation during July and August for those employees.

- b) Employees with more than two (2) weeks of vacation will be scheduled by the Company as outlined in 16.02 with preference given to the most senior employee for dates requested: provided such employee makes application in writing to the Company not later than April 1st of each year.
- c) Vacation will be paid as taken if it has been requested prior to the April 1st deadline and approved. The Company will allow a maximum of one week to be taken one day at a time with pay for employees with 3 weeks vacation or less and the Company will allow a maximum of two weeks to be taken one day at a time with pay for employees with more than 3 weeks vacation. This option must be requested prior to the April 1st deadline. The Company must be notified two weeks in advance of the actual date to be taken for the employee to be paid.

If an employee cancels a scheduled vacation the pay will still be made that week unless the employee makes a written request to the company to hold his pay two weeks prior to the cancelled vacation.

16.03 The Company will post a tentative notice of scheduled vacations not later than April 30th of each year, to be confirmed by May 31st.

16.04 The vacation year shall be from May 1st through April 30th. Vacation time off must be taken during the current vacation year and cannot accumulate, to be taken in any subsequent vacation years.

16.05 An employee who has earned any vacation under the terms of this Article, and is terminated, or quits from active employment, shall receive only earned vacation allowance to the date of termination of employment.

ARTICLE 17 HOURS OF WORK

17.01 The normal hours of work will be eight (8) hours per day, and forty (40) hours will constitute a normal work week.

17.02 The normal work day will be comprised of any eight (8) consecutive hours in a twenty-four (24) hour period.

17.03 The normal work week will be comprised of any five (5) consecutive days in a calendar week Monday through Friday.

17.04 A lunch period of thirty (30) minutes (unpaid) is provided on shifts that are not part of a three (3) shift operation, and is not part of the eight (8) hours. The lunch period on a three (3) shift operation is twenty (20) minutes (paid) and is part of the eight (8) hours.

17.05 The normal hours of work are defined as follows:

Day Shift: 7:00 a.m. to 3:30 p.m.
Afternoon Shift: 3:30 p.m. to 12:00 midnight

On three (3) shift operations the hours will be:

Day Shift: 7:00 a.m. to 3:00 p.m.
Afternoon Shift: 3:00 p.m. to 11:00 p.m.
Night Shift: 11:00 p.m. to 7:00 a.m.

The normal work week will start at 11:00 p.m. Sunday for three (3) shift operations.

17.06 In the event it becomes necessary for the Company to change the starting or stopping times of the normal shifts, or establish new shifts, the Company will inform the plant chairperson one (1) full shift before such changes are effected.

17.07 It is agreed and understood by the Union and its members that on all shift operations all employees will be required to rotate, if necessary, every fourteen (14) calendar days. The normal three (3) shift rotations will be Days, to Nights, to Afternoons.

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

17.09 If an employee works off-site in excess of 12 hours on their normal shift the day prior to returning to work at the plant the employee can

1. return to work no later than 4 hours after the start of their normal shift
- or
2. be excused from their shift

In order for the lateness or absence to be excused the employee must complete a call in report indicating their intention to be late or absent. If late they must indicate the time they will return to work. The report must be completed immediately upon their return from the off-site location and given to the guard or supervisor on duty.

ARTICLE 18 OVERTIME

18.01 Hours worked in excess of eight (8) hours actually worked in the normal work day will be paid for, at the rate of time and one-half (1-1/2) the base hourly rate.

Hours worked on Saturday will be paid for at the rate of time and one-half (1-1/2) the base hourly rate.

Hours worked on Sunday will be paid for at the rate of double (2 times) the base hourly rate, except when the normal work week starts on Sunday.

18.02 Work performed on any statutory holiday listed in Clause 15.01 of the Collective Agreement will be paid for at the rate of double (2 times) the base hourly rate, in addition to pay for the statutory holiday as outlined in clause 15.05.

18.03 Shift premiums shall not be included in the calculations of overtime compensation.

18.04 Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

18.05 The Union and the employees agree they will not refuse to work overtime within the overtime limits provided under the Employment Standards Act (R.S.O. 1970) when requested to do so. Employees unable to work overtime, without a valid reason, acceptable to the Company, will be subject to disciplinary action. Whenever possible the Company will endeavour to give employees at work as much notice as possible of overtime.

18.06 Overtime will be solicited by seniority on a rotating basis. Any solicitation will proceed from the most senior person not solicited in the classification or who normally performs the work in the previous request. Specifically as follows:

Non skilled trades classifications by plant solicitation

- Step 1 – By seniority working in classification on the shift required.
- Step 2 – Laid off out of classification by seniority but working on shift required.
- Step 3 – Backup normally on that shift by seniority.
- Step 4 – Plant wide by capable of doing job by seniority on shift required.
- Step 5 – Off shift plant wide as above steps 1 through 4.

Skilled trades classifications by plant solicitation

- Step 1 – By seniority on shift who normally performs the work.
- Step 2 – By seniority off shift who normally performs the work.
- Step 3 – Laid off out of work centre by seniority but working on shift required.
- Step 4 – Backup normally on that shift by seniority.
- Step 5 – Plant wide by capable of doing job by seniority on shift required.
- Step 6 – Off shift plant wide as above steps 3 through 5.

If the required number of volunteers is not met overtime will be demanded by juniority from within the work centre/classification and shift required. Employees must acknowledge acceptance or refusal of overtime by signing the request. If overtime requests occur during an employees absence the Company accompanied by the Union, will call the absent employee to obtain an answer. A time limit of 15 minutes will be set for return calls from employees, at which point, will be considered declined and the procedure will continue. Non standard overtime such as cleanup etc. will be strictly voluntary on a plant wide basis with the most senior employees getting preference.

18.07 In the event overtime is worked by fifteen (15) or more employees, a steward or committeeperson will be scheduled to work and the hours worked will not be subject to overtime equalization.

18.08 With reference to the Tool & Die division, when (15) employees or more or **Solus Manufacturing when twenty five (25) employees or more or thirty (30) or more employees plant wide Tool & Die and Solus Manufacturing** are scheduled to work overtime on any given shift on the weekend or holiday a crib attendant will also be scheduled to work.

ARTICLE 19 SHIFT PREMIUMS

19.01 A shift premium of ten percent (10%) of the employee's base hourly rate up to a maximum of \$1.90 per hour for all hours worked, shall be paid to all skilled trades employees working on the second (2nd) shift (afternoons) in the Tool and Die plant.

A shift premium of fifty cents (\$.50) per hour for all hours worked shall be paid to all other employees working on the second (2nd) shift (afternoons), and sixty cents (\$.60) per hour on the third (3rd) shift (nights).

A shift premium of \$1.00 per hour for all hours worked, shall be paid to all New Hire Machine operators and New Hire Assembly and Polishing employees working on the second (2nd) shift (afternoons) in the Tool and Die plant.

19.02 The afternoon shift includes all shifts commencing, on or after 3:00 p.m., and the night shift includes all shifts commencing on or after 11:00 p.m. to 5:00 a.m.

19.03 Scheduled shifts which commence during one shift premium and ends in another shift premium period shall be paid only the shift premium of the commencing shift.

ARTICLE 20 OCCUPATIONAL, ACCIDENTS OR ILLNESS

20.01 When an employee suffers an occupational accident on the Company premises during his working hours, and is sent home by the Company, such employee

will be paid his base hourly rate for the balance of his shift. If needed, the Company will supply transportation to the doctor, home or hospital on the first day of injury; and after treatment, transportation to the plant and/or home on the first day.

20.02 When such employee returns to work, he will be reinstated to his former classification if such classification exists, provided the accident and or illness does not affect his ability to perform the job. If the classification no longer exists, he shall be laid off subject to Clause 11.01 of this Agreement.

20.03 Any employee's reinstatement after an occupational accident or illness is conditional on his supplying a certificate from a physician that he is fully recovered from the occupational accident or illness which caused his absence.

ARTICLE 21 SICK LEAVE OF ABSENCE

21.01 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.

21.02 Any employee's reinstatement after an illness or injury exceeding seven (7) calendar days, is conditional on his supplying a certificate from a physician that he is recovered from the illness or injury which caused his absence, to the Plant Manager or his designate prior to the day he returns to work.

An employee returning to work with restrictions, is conditional upon the employee providing medical documentation adequately describing the restrictions. The Company and the Union agree to cooperate in accommodating employees with disabilities in accordance with the Ontario Human Rights Act.

21.03 When such an employee returns to work, he shall be reinstated to his former classification if such classification exists, provided the sickness and or illness does not affect his ability to perform the job. If the classification no longer exists, he shall be laid off subject to Clause 11.01 of this Agreement.

21.04 The Company may, at any time, require an employee to undergo a medical examination or examinations by a physician or physicians of its choice and the Company shall bear the expenses incurred as covered in Article 21.05.

21.05 Employees required by the Company to be medically examined by a Company appointed physician will bear no expense, including transportation cost, if necessary, for such medical examination and further if they are at work, will be compensated at their regular rate of pay for such time off from work for such medical examination.

21.06 An employee who is no longer able to perform the work in his classification, but is capable of performing other duties, or any employee who has

incurred a non-compensable or compensable permanent or partial disability, may, by mutual agreement between the Company and the Union, be assigned to or retained at an operation which he is capable of performing at the prevailing rate of pay.

ARTICLE 22 LEAVE OF ABSENCE

22.01

- a) A formal leave of absence without pay, for a valid reason, acceptable to the Company, 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 Plant Manager at least five (5) working days prior to the leave of absence, in writing, and written approval is obtained from the Plant Manager.

Employees may be granted, at the discretion of the Company, an extension of leave of absence granted under the first paragraph of this Article, of up to one (1) additional calendar month provided such leave of absence is requested in writing to the Plant Manager at least ten (10) working days prior to the termination of the initial leave of absence and such written approval is obtained from the Plant Manager prior to the termination of the initial leave of absence.

- b) **Pregnancy Leave of Absence**
Pregnancy leave of absence will be in accordance with the Employment Standards Act (R.S.O. – 1980).

22.02 Upon an employee's return from a leave of absence, the employee will be reinstated to his former classification, if such classification exists. If the classification no longer exists, he shall be laid off subject to Clause 11.01 of the Agreement.

ARTICLE LEAVE FOR UNION BUSINESS

23.01 A seniority employee who is elected or appointed to a full-time position with the Union shall upon application in writing by the Union to the Human Resource Manager, be granted a leave of absence for one (1) year. Upon similar application by the Union made within the period of such leave, the Company will grant an extension thereof on similar terms. Upon three (3) days written notice, where possible, from the local Union leaves of absence shall be granted for up to five (5) employees for a period not to exceed ten (10) working days for purposes of attending Union conferences and conventions. Requests in excess of the above limits to attend conferences and conventions will be reviewed by management based on operating conditions. All leave of absences will be without pay, however, seniority shall accumulate during such leaves.

ARTICLE 24
BEREAVEMENT LEAVE OF ABSENCE

24.01 A leave of absence without loss of wages (overtime pay excluded) of three (3) days is granted to an employee who loses time from his/her regular work due to a bereavement within his/her immediate family (excluding Saturdays, Sundays, and holidays). A bereaved employee must supply a document indicating death of an immediate family member.

In case of death occurring during an employee's vacation period the maximum three (3) working day bereavement shall be taken immediately following vacation.

Immediate family is defined as follows: father, mother, stepparents, father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother and grandchildren. A leave of absence of one (1) day without loss of wages will be granted to attend the funeral of a spouse's grandparents.

Leave of absence without loss of wages (overtime pay excluded) of five (5) days is granted to an employee in the case of death of his/her current spouse, son, daughter, stepson or stepdaughter.

Definition of current spouse in regards to bereavement you must notify the personnel office, as to who your current spouse is, to qualify for bereavement benefits, otherwise the person that you are legally married to will be considered your current spouse.

An additional day, without pay, may be granted if an employee has to travel more than two hundred (200) miles from his/her residence.

ARTICLE 25
JURY DUTY

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

In case of jury duty occurring during an employee's vacation period, time lost will be allotted at a later date.

ARTICLE 26
REPORTING-IN-PAY

26.01 An employee who has not been notified in advance “not to report for work” and who reports for his regular scheduled shift will be given the opportunity to work at least four (4) hours of work, and if no work is available he will be paid for a minimum of four (4) hours at his base hourly rate.

26.02 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 a telephone number.

ARTICLE 27
CALL-BACK PAY

27.01 An employee who has completed his full daily or weekly shifts and who has left the plant and is called back to perform additional or emergency work will be paid a minimum of four (4) hours at the applicable overtime rate.

ARTICLE 28
SAFETY AND HEALTH

28.01 The Company and Union shall maintain two Occupational Health and safety Committees, one per plant, structured as follows:

(2) Company Certified Safety Reps, 1 Tool and Die 1 Solus, (1) Company Shift Rep, (1) Plant Manager from respective plant, (1) Union Chairperson, (2) Union Certified Safety Reps, 1 Tool and Die 1 Solus, (1) Union Health and Safety Shift Rep from each shift in the respective plant. The Union and the Company agree that only the two (2) Union certified safety reps and two (2) Company certified safety reps and the Union Health and safety shift rep from that shift and respective plant will participate in the inspection tours of the plant.

28.02 The general duties of the Occupational Health and Safety Committee shall be:

- a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.

- b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a workman, whether or not such occurred.
- c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.
- d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken the reasons therefore shall be given.
- e) The Safety Committee shall have the right to accompany all authorized Safety Inspectors on tours of the plant and shall receive copies of all reports given to the Company pertaining to such inspections. These reports shall be posted on the bulletin boards in each zone.
- f) Accident, injury, and occupational illness records shall be kept by the Company, and shall be made available to the joint Occupational Health, and Safety Committee. These records shall include all reports required by the Ministry of Labour under the Occupational Health and Safety Act. The Company also agrees to make available to the Committee upon request, the trade name and/or technical description, (including chemical analysis if available) of any compounds and substances used in the plant.
- g) When the Occupational Health and Safety Committee deem it necessary to conduct tests on “designated substances” as outlined in the Ontario Occupational Health and Safety Act, the Company will contact the Ministry of Labour to arrange such tests.
- h) The International Union and/or its Local 251 Health and Safety Representative, at the request of either party may from time to time, participate in the regular testing or safety inspection tours of the plant with the Plant Occupational Safety and Health Committee.

28.03 The Company shall supply all protective clothing and other devices (excluding safety shoes, and prescription safety glasses), deemed necessary to protect employees from injuries arising from their employment with the Company.

28.04 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 once each calendar year the following towards the purchase of one (1) pair of safety shoes or boots, if required:

1 st year of agreement	\$140.00
2 nd year of agreement	\$140.00
3 rd year of agreement	\$140.00
4th year of agreement	\$140.00
5th year of agreement	\$140.00

Boots must be purchased from a supplier approved by the Company and all invoices will be sent directly to the Company by the supplier. **The Company agrees to retain a minimum of 3 (three) Company approved suppliers for the duration of this agreement.**

In addition the Company and Union will review the requests for additional shoes to be paid for by the Company on the same cost basis.

The Company agrees to pay for the cost of Company approved prescription safety glasses and frames from the Company approved supplier. Such eye protection shall be CSA approved. The Company accepts no responsibility for employees' eye tests **unless the Company requests an eye exam prior to the 2 year replacement period expiring. The new 2 year replacement period will begin at that examination date.**

Prescription safety glasses damaged on the job (severely spotted glasses included) will be replaced by the Company on the same cost basis outlined above. Prescription safety glasses will be replaced by the Company, if necessary, every two (2) years.

28.05 The employer's share of the cost of safety shoes or boots will be paid on the completion of an employee's probationary period.

28.06 It is agreed the Occupational Health and Safety Act R.S.O. 1990 c. 0.1 as amended S.O. 1992, c. 14, s.2 hereafter referred to as the Health and Safety Act and the regulations for Industrial Establishments R.R.O. 1990, Reg. 851 as amended by O. Reg. 516/92, O. Reg. 630/94 and O. Reg. 230/95 hereafter referred to as the Industrial Regulations are incorporated into and forms part of this Collective Agreement. The employer and the Union agree to abide by those provisions unless this agreement provides otherwise. Amendments to the Health and Safety Act or the Industrial Regulations other than those indicated above shall not be incorporated into this Agreement except upon written agreement of the parties.

28.07 The Company, in conjunction with the Health and Safety Committee, reserves the right to formulate and publish from time to time, rules and regulations regarding the safety and health of the operations, and use of machines or equipment.

28.08 The employee with an up-to-date St. John's Ambulance certificate in charge of first-aid on a shift, will receive twenty (20) cents per hour above his own rate of pay.

**ARTICLE 29
LUNCH PERIOD**

29.01 A lunch period of thirty (30) minutes (unpaid) will be provided for all employees, (employees on a continuous shift operation excepted).

A lunch period of twenty (20) minutes (paid) will be provide for all employees working on a continuous shift operation.

**ARTICLE 30
REST PERIOD**

30.01 A rest period of ten (10) minute duration will be granted during each half-shift.

**ARTICLE 31
WASH UP PERIOD**

31.01 A wash-up period of five (5) minutes, without loss of pay, will be provided immediately prior to the employees' scheduled lunch period, and at the end of the employees' shift.

**ARTICLE 32
LEAD HANDS**

32.01 The Company shall retain the right to select lead hands whose responsibilities are to assist the supervisory personnel in the effective and efficient utilization of machines, materials and human resources and to perform other assigned duties as required, and will be paid fifty-five (55) cents per hour actually worked as a lead hand above their classification rate, when performing assigned lead hand duties.

- (a) Employees accepting a lead hand position in another department or work centre will be considered as have resigning their posted position. The employee has 30 working days to return to his previous position from the date the lead hand duties began without penalty. Subsequent to 30 days he will be laid off as per Clause 11.01 and 11.02 and can only displace the most junior employee in the plant.

**ARTICLE 33
ADMINISTRATION OF DISCIPLINE**

33.01 A Union representative will be present during all warnings regarding disciplinary actions. When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline, the employee will be so informed before the interview and will be advised that he will have his union representative present.

33.02 No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months.

33.03 No discipline, including termination, suspension, or warning, shall be enacted after five (5) working days following the discovery of the incident, except in cases of absenteeism or tardiness where disciplinary action must be administered within ten (10) working days of last occurrence. The Union Committee and Company may extend either deadline upon mutual agreement.

ARTICLE 34 AGREEMENTS

34.01 The Union agrees that this Agreement constitutes the entire Agreement between the parties and that any and all previous Agreements, supplementary Agreements, Letters of Intent, Understandings, etc., whenever made and whether or not reduced to writing, are hereby cancelled and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions and employee benefits are limited exclusively to those specifically stated in this Agreement.

ARTICLE 35 SCHEDULE "A" WAGES

35.01 The hourly wage rate for the individuals currently employed by the Company and new hires, are outlined in schedule "A" of this Agreement, and by reference herein are made part of this Agreement.

Definition of applicable hourly base rate or hourly base rate is their current rate when used in this agreement. Shift premiums are not included in the current rate as defined above.

35.02 All employees on day and afternoon shift will receive their pay on Thursday on their scheduled shift. All employees on midnight shift will receive their pay on Friday before 7:00 a.m. on their scheduled shift. Should payday fall on a holiday special arrangements will be made.

ARTICLE 36 SCHEDULE "B" EMPLOYEE BENEFITS

36.01 The Employee benefits section is designated schedule "B" of this Agreement and by reference herein are made part of this Agreement.

ARTICLE 37 TECHNOLOGICAL CHANGE

37.01 Where the Company introduces technological changes or automates its plant processes or **performs major upgrades on equipment** and such changes affect the content of jobs held by bargaining unit personnel, the Company agrees to fill such new or changed jobs with bargaining unit personnel and accordingly to sponsor or carry out such training as may be required to enable employees to fill such jobs. A joint Union and Company committee shall be established and meet as required. The Committee will be composed of the union plant chairperson and two committee persons and the respective plant manager and required work centre supervisor.

For the purposes of job posting, employees working on equipment that requires extensive training, education or unusual qualifications shall be entitled to only one such transfer every 24 months. For the purposes of this article the time limits in Article 14.02 do not apply.

ARTICLE 38 OUT SOURCING

38.01 The Company will not contract out work which is normally performed by employees where there is appropriate equipment, skills, necessary time and qualified employees to perform such work and meet customer delivery dates.

The Company will not contract out work prior to giving notice to the Union Chairperson as to why the work is being contracted out.

ARTICLE 39
DURATION OF AGREEMENT

39.01 this Agreement shall become effective the seventeenth (17th) day of December 2004 and shall remain in force until the sixteenth (16th) day of December 2009 inclusive, and either party may give notice in writing, to enter into negotiations for the purpose of amending any of the terms of the Collective Agreement within a period of not more than ninety (90) days prior to the date of termination.

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 December 17, 2004.

FOR THE COMPANY:
H.E. Vannatter
Limited

FOR THE UNION:
The International Union,
United Automobile,
Aerospace and
Agricultural Implement
Workers of America,
(UAW) Local 251

Malcolm McCallum
V.P., C.F.O.

Rick Fields
Chairperson

Tom Dell
Plant Mgr. Solus

Bryan Reaume
Tool & Die Committeeperson

Ken Cadotte
Operations Mgr. H.E.V.

Pete McCarter
Solus Committeeperson

Bill Pollock
Local 251 President

Don Caryn
International Rep.

**SCHEDULE “A”
WAGES**

	2004-2008
General Helper	\$16.65
Crib Attendant	\$17.90
Die Cast & Process Technician	\$19.15
Die Cast Operator	\$17.95
Metal Man	\$17.65
Q.C. Inspector	\$17.15
Q.C. Inspector – Radiography 1	\$19.00
Shipper/Receiver	\$17.15
Die Maintenance & Repair	\$21.30
Maintenance – Helper	\$17.15
 Skilled Trades – Maintenance	
Maintenance – Electronics-Electrician	\$24.85
Ind. Mach. Repair – Millwright	\$24.35
Maintenance-Electrician	\$24.35
 Skilled Trades Tool & Die	
Tool Inspector – Co-ord. Meas.	\$24.35
Boring Mill Operator	\$24.35
E.D.M. Operator	\$24.35
Vertical Mill Operator	\$24.35
Mould Makers	\$24.35
Polisher-Developer	\$24.35
Assembly & Repair Work	\$24.35
Programmers	\$24.35
Die-Cavity-Welder	\$24.35

The starting rate for all new employees (apprentices excluded) will be as follows:

Start	80% of job rate
After 60 days worked	90% of job rate
After 90 days worked	rate of the job

The starting rate for all new skilled trades employees (apprentices excluded) will be 80% of the classification. However, the Company has the right to pay a rate higher than the minimum starting rate, up to the rate of the classification, in order to attract fully qualified employees.

Apprentices will be paid as per schedule “D”.

**SCHEDULE “A”
WAGES
NEW HIRE RATE**

	Dec. 17 2004	Dec 17 2005	Dec 17 2006	Dec 17 2007	Dec 17 2008
Machine Operator - Tool and Die	\$15.00	\$15.25	\$15.50	\$15.75	\$16.00
Assembly and Polishing – Tool & Die	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00
All Other	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00

All employees hired after the ratification date will be subject to the new hire rate listed in the CBA. Exclusions to the newly established rate would be individuals who require a journeyman status or employees who have accepted an apprenticeship within the Company.

Under no circumstance will a new hire be retained prior to a more senior employee in a layoff situation.

All employees will be paid a signing bonus (gross) as follows

\$750.00 at contract ratification

\$750.00 at December 17th of year 2, 4, 5 of the contract beginning with December 17th, 2005 and \$500.00 year 3, December 17, 2006.

**SCHEDULE “B”
EMPLOYEE BENEFITS**

- 1) The Company will pay with respect to the plans/policies hereinafter listed, one hundred percent (100%) of the premiums for eligible seniority employees and their dependents.
 - a) i) Life Insurance and Accidental death and Dismemberment Insurance in the amount of one and one-half (1^{1/2}) time annual earnings to a maximum of fifty-thousand dollars (\$50,000).
 - ii) A weekly Indemnity Benefit of seventy percent (70%) of weekly earnings to a maximum of EI or \$475.00, whichever is greater.

Coverage will be payable from the first (1st) day of absence due to nonoccupational accident or injury, or hospital confinement or outpatient surgery; and the eighth (8th) day due to nonoccupational sickness, to a maximum period of twenty-six (26) weeks;

- iii) Long Term Disability Benefit – 70% of monthly earnings to maximum of \$2,000.00 per month.
- b)
 - i) Health Care Benefits
 - (a) Extended Health – Plan EH-T4
 - (b) Out of Province – Plan OP-QK
 - (c) Semi Private – Plan SP-1
 - ii) Drug plan – Plan DR-3#1 with \$0.35 drug co-pay. Add conditional formulary
 - iii) Audio – Plan AU-H – the cost of hearing aids to a maximum of \$700.00 every three (3) years for year 1, year 2 and year 3.
 - iv) Vision – Plan VI-7#1 to a maximum of \$225.00 for year 1 and \$250.00 year 2 and year 3, every twenty-four (24) months.
 - v) Dental – Non assigned Plan 50 with current ODA fee schedule and recall examinations every 9 months year 1 and 2, every 12 months year 3, year 4 and year 5. A 50% co-pay on braces and dentures under the above plan. Lifetime on braces - \$2,100.00 and annual maximum on basic dental - \$1,400.00 year 1 and 2, -\$1500 year 3, 4 and 5.
- 2) The extent of coverage and the eligibility for coverage with respect to the plans/policies listed in this Article, shall be as provided in the said plans/policies and the provisions of same shall be solely determinative in that regard.
 - b) The Company shall have the right to change insurers during the term of this Agreement as long as the new plans/policies provide equivalent benefits to those in the current plans/policies. The company will notify the Union prior to any change in carriers and shall provide the Union with a copy of the new plans/policies. The company and Union must sign off on new plans and policies prior to implementation and the Union will make every attempt to sign off within 60 days of receipt provided the Union has received all proper documentation from the Company.
- 3) An employee absent because of sickness or injury, pregnancy or parental leave or Union business shall continue to be enrolled in the benefits outlined in this Schedule for a period equal to the employee's seniority at the beginning of such absence or for five (5) years, whichever is less.
- 4) A seniority employee who is laid off shall continue to be covered for benefits as outlined in Section 1B of Schedule B only, for the calendar month following the

month of layoff. Other benefits will cease at the end of the month that the layoff occurs.

- 5) The Company agrees to pay one hundred (100%) percent of the monthly premium for regular employees and eligible dependents for the Ontario Hospital Insurance Plan.
- 6) The Company agrees to pay into a special fund three (.03) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. 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 international Union, U.A.W. and sent by the company to the paid Education Leave Fund, P.O. Box 22024, Wallaceburg, Ontario N8A 5G4.
- 7) If an employee retires between the ages of 62 and 65, the Company will continue to pay the premiums for the following benefits to age 65: Vision Care Plan, Dental care benefit and Drug Plan.

PENSION PLAN

A Defined Contribution Pension Plan for regular employees.

Year 1 - \$1.20 per compensated hour to a maximum of 40 hours per week.

Year 2 - \$1.20 per compensated hour to a maximum of 40 hours per week.

Year 3 - \$1.35 per compensated hour to a maximum of 40 hours per week.

Year 4 - \$1.35 per compensated hour to a maximum of 40 hours per week.

Year 5 - \$1.40 per compensated hour to a maximum of 40 hours per week.

Note: Compensated hours for the purpose of pension plan contributions include actual hours worked (regular and overtime – example of overtime hours – one hour worked on Saturday, Sunday, etc. is counted a 1 hour in determining the weekly maximum of 40 hours), holiday, vacation, jury duty, approved union leave, and bereavement only.

PLAN FOR NEW EMPLOYEES

Same as Schedule A, page 53

DRUG

Plan RX2

EXTENDED HEALTH SERVICES

Plan EH3

EMERGENCY TRANSPORTATION

DENTAL BENEFITS

Plan DE2

LTD - \$1,200.00 per month

WI - \$300.00/week 8th day accident and hospital confinement, 20th day sickness, duration 26 weeks

Life Insurance \$25,000

AD&D same structure as current plan

PENSION PLAN

A Defined Contribution Pension Plant for regular employees

Year 1 - \$0.20 per compensated hour to a maximum of 40 hours per week.

Year 2 - \$0.20 per compensated hour to a maximum of 40 hours per week.

Year 3 - \$0.30 per compensated hour to a maximum of 40 hours per week.

Year 4 - \$0.30 per compensated hour to a maximum of 40 hours per week.

Year 5 - \$0.35 per compensated hour to a maximum of 40 hours per week.

NOTE: Compensated hours for the purpose of pension plan contributions include actual hours worked (regular and overtime – example of overtime hours – one hour worked on Saturday, Sunday, etc. is counted as 1 hour in determining the weekly maximum of 40 hours), holiday, vacation, jury duty, approved union leave, and bereavement only.

**SCHEDULE “C”
TOOLS**

Skilled Trade Employees, as a condition of employment, will be required to provide their own hand tools, and measuring devices, for their classification of work.

Any such hand tools stolen or lost will be replaced and paid for by the employee. Broken and/or worn out tools will be replaced and paid for by the Company. Any tools replaced due to wear or breakage must be approved by the plan manager prior to the purchase.

The Company will pay to all employees required to provide their own hand tools and measuring devices, as outlined in this article, twenty-five (25%) percent of the cost of the tools.

It is understood and agreed by the Company and the Union that the apprentice(s) will provide such tools, and measuring devices, required for their classification of work, on an “as needed basis” as required by the Company, during their period of apprenticeship on the same basis of the employee-employer cost as outlined above.

**MEMORANDUM OF UNDERSTANDING
RED CIRCLE EMPLOYEES**

In regard to Brad Murphy, Fred Newfield and Brian Bechard, the Company agrees to red circle the shift premium at the current level of \$1.30 per hour as long as they continue to hold their current classification in the Tool & Die plant.

**MEMORANDUM OF UNDERSTANDING
RED CIRCLE EMPLOYEES QA-RAD1**

In regard to Betty Rivest, George Authier, Ric Authier and Bob Barber, the Company agrees to red circle the above employees at the current Q.C. Radiography 1 rate of \$19.00 per hour for the duration of this contract.

**MEMORANDUM OF UNDERSTANDING
BACK UP POSITIONS**

If the Company requires a back up operator in a classification, such opening shall be posted on the plant bulletin boards for a period of three (3) working days, during which time regular employees may make application to the Plant Manager and/or supervisor. Individuals will be selected based on the following criteria:

- a) Length of seniority

b) Qualifications, ability and efficiency

The Company and the Union Committee will review the employee's progress within a reasonable familiarization period (not to exceed ten (10) working days) to determine if he has the qualifications, ability and efficiency to perform the work after a reasonable familiarization and training period. The Company and the Union Committee will endeavour to define the total familiarization and training period on the posting for the back up position.

Back ups will be utilized whenever practical (e.g. vacations of one week or more and long term illnesses).

The selected employees will be trained when it will not interfere with the operations of the Company. The Company will begin to train backups no later than 30 days after the backup posting has been filled.

If a permanent job vacancy is available, holding a back up position will not automatically entitle the employee to that permanent position. The permanent job vacancy will be filled by the job posting procedure, Article 14.

Any employee that withdraws or is disqualified from a back up posting, after 30 days and less than one year from acceptance of posting, will not be entitled to bid for any back up position for a period of twelve (12) months from the date of acceptance.

An employee also has up to thirty (30) calendar days to withdraw from a back up position from start of training without penalty and will return to their former position.

When training or working in the back up position, the employee will be paid the rate of that classification.

If there are no successful applicants or applications are not received for a position that requires a backup, the backup position will be filled by the Company. The Company will solicit by seniority and demand by juniority based on qualifications skill and ability.

LETTER OF UNDERSTANDING

EDM and CARBON CUTTING

It was agreed between the parties that when an employee has permission and returns to the plant to monitor and or setup machines that are running unattended they will be paid as follows for EDM and Carbon Cutting work centers

- (1) Less than 1 hour will be paid for 2 hours at the applicable rate

- (2) More than 1 hour and less than 2 hours will be paid for 3 hours at the applicable rate
- (3) More than 2 hours and less than 4 hours will be paid for 4 hours at the applicable rate

Should the need arise in other Work centers and a request is made to the Union by the Company the Union agrees to consider such request.

**MEMORANDUM OF UNDERSTANDING
OVERTIME**

Saturday overtime will be on a voluntary basis only after having worked two (2) Saturdays in any given month. Should the Company be required to mandatory Saturday overtime the following formula will be used. The most junior employee or employees within the classification capable of doing the job on the shift effected. The Company will not be allowed to mandatory an employee if such employee has worked two (2) Saturdays in any given month. The Company will endeavour to continue the practice of requesting employees to work overtime.

**MEMORANDUM OF AGREEMENT
STUDENTS**

It is mutually agreed between H.E. Vannatter Limited and U.A.W. Local 251 H.E. Vannatter Unit, that;

Students hired for summer employment or during their school break, will not be eligible to qualify for seniority status, but shall pay Union dues provided they work or are compensated for forty (40) hours or more in any one month at the rate of fifty (50) cents below the classification in which they work to a maximum of \$17.00.

In addition students may be hired for up to twenty-four (24) hours per week for the purpose of shop cleanup. Students may also be hired for up to forty (40) hours per week for the purpose of shop cleanup during school breaks and summer vacations. These students will not do bargaining unit work and such students will be paid a wage of fifteen (15) cents higher than minimum wage and will not pay union dues. Students will be allowed to work if there are bargaining unit employees on layoff to a maximum of thirty (30) hours total in a week.

**MEMORANDUM OF UNDERSTANDING
HEAT RELIEF – SOLUS**

Solus Manufacturing will continue as per current practice and process technicians will give additional relief to Die Cast Operators as per current practice. The

Company will provide some form of liquid refreshment; example bottle water, Gator Aide, etc. in bulk.

**MEMORANDUM OF UNDERSTANDING
RED CIRCLE EMPLOYEES**

In regard to Ralph Parker, Brad Murphy, Fred Newfield and Brian Bechard, the Company agrees to red circle the shift premium at the current level of \$1.30 per hour as long as they continue to hold their current classification in the Tool & Die plant.

**LETTER OF UNDERSTANDING
re: Employment Standards Act & Regulations**

The rights, benefits, terms or conditions of employment as set out in the employment standards in the Employment Standards Act and Regulations made there under as they existed on December 31, 1998, as the same relates to the Union, the company and/or its employee(s) shall be the minimum standards for the duration of this agreement. However, where the Collective Agreement provides higher remuneration in money or greater benefit, term, or condition of employment in favour of an employee(s) with respect to a particular standard, the Collective Agreement shall prevail.

The parties agree that the Union and/or HEV/Solus bargaining unit employees of the Company shall not be disadvantaged in any way by any amendments to the above mentioned Employment Standards act or Regulations.

FOR THE COMPANY:

Malcolm McCallum
Tom Dell
Ken Cadotte

FOR THE UNION:

Rick Fields
Bryan Reaume
Pete McCarter
Bill Pollock
Don Caryn

APPRENTICESHIP PROGRAM
SCHEDULE “D”
ARTICLE 1
DEFINITIONS

- a) The term “COMPANY” shall mean H.E. Vannatter Limited. Wallaceburg, Ontario (exclusively).
- b) The term “UNION” shall mean the International Union United automobile Aerospace & Agricultural Implement workers of America (U.A.W. – CLC) and its local 251.
- c) “Registration Agency” on labour standards shall mean the manpower Training Branch of the Ministry of Colleges and Universities.
- d) “Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice and shall be approved and signed by the Plant Manager and registered with the Registration Agencies and the Local Union.
- e) “Apprentice” shall mean a person engaged in learning and assisting in the trade(s) to which he has been assigned under these standards and who is covered by a written agreement providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agency.
- f) “Committee” shall mean the Joint Apprenticeship Committee organized under these standards. The Committee includes the two (2) Plant Managers and two (2) skilled trades supervisors, one Tool and Die and one Die Cast and two Journeymen from Tool and Die and one from Die Cast, and one Union committee person, from skilled trades Tool and Die, who are elected or appointed by the Skilled Trades Representative and plant Chairman.
- g) “Standards of Apprenticeship” shall mean this entire document including these definitions.
- h) “Journeymen”
 - a) Any employee who presently holds a journeyman classification in the plant in the skilled trades department.
 - b) Any employee who has served a bona-fide apprenticeship of four (4) years – 8000 hours, and holds a certificate which substantiates his claim of such service.
 - c) An employee who has six (6) years of practical experience in the skilled trade classifications and can prove same with affidavits to UAW prior to

being hired by the Company. A UAW journeyman's card will be accepted as qualification.

- i) Apprenticeship coordinator – elected chairperson of the Apprenticeship committee. The chairperson to be elected from the committee members by the committee membership.

ARTICLE 2 APPLICATIONS

- 1) Seniority Employees
 - a) Notice of apprenticeship openings will be posted on Company's bulletin board.
 - b) Applications for apprenticeship will be accepted by the personnel department from seniority employees who consider themselves eligible under this program of training.
 - c) Applicants meeting the minimum eligibility requirements as outlined in Article 3, will be turned over to the Joint Apprenticeship Committee for review and selection.

Eligible seniority employees will be given first preference for acceptance into this program. When seniority and ability are equal, seniority will prevail.

ARTICLE 3 APPRENTICESHIP ELIGIBILITY REQUIREMENTS

In order to be eligible for apprenticeship under these standards, the applicant must meet the following minimum qualifications supported by suitable documentation:

- a) All seniority employees may make application.
- b) Must have Grade 12 education or its equivalent GED.
- c) Must pass a written math and mechanical test with a grade of 70% or better.
- d) Eligible seniority employees will be given first preference for acceptance.

ARTICLE 4 CREDIT FOR PREVIOUS EXPERIENCE

The Joint Apprenticeship Committee will determine credit for previous service.

**ARTICLE 5
TERM OF APPRENTICESHIP**

The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instructions as outlined by the ministry of Colleges and Universities. Apprentices upon obtaining journeyman status will have their seniority calculated from the date of their acceptance into the apprenticeship program for layoff purposes.

**ARTICLE 6
GRACE PERIOD**

The first forty-five (45) working days only of employment for every apprentice shall be a grace period. During this grace period, the apprentice, if he is a seniority transferee may elect to return to the production Unit and his apprenticeship agreement will be cancelled by the Joint Apprenticeship Committee. The Registration Agencies shall be advised of all such cancellations.

**ARTICLE 7
HOURS OF WORK**

An apprentice shall work the hours of their related trade, Monday through Friday. Apprentices shall work overtime hours if necessary providing that all skilled workers of that trade in the department and shift have been given first opportunity. In case an apprentice is required to work overtime, he shall receive credit on the term of apprenticeship for hours worked up to a maximum of fifty (50) hours per week.

**ARTICLE 8
DISCIPLINE**

The Joint Apprenticeship Committee shall have the authority to counsel an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause pertaining to his apprenticeship.

If a person is discharged during the school year (by the school) his or her employment with H.E. Vannatter Limited/Solus Manufacturing skilled trades classification will be terminated.

The apprentice employee will be allowed to bump back into an unskilled area based on their plant seniority.

After an evaluation by the joint apprenticeship committee and the company, any one of the following criteria can result in dismissal but at the company's discretion:

- 1) Inability to learn at the workplace
- 2) Unsatisfactory work at the workplace

- 3) Lack of interest at the workplace
- 4) Failure

Apprentices allowed to continue must attend the repeated year at their expense including any loss of wages. Their wages and credit hours will be frozen. Upon successful completion of their school year, their wages and hours will continue as per schedule. Upon certification his training hours will be totaled and wages readjusted as to there he should be.

Any apprentice who fails and repeats the next year will no get paid for time attending school, but he will be able to make up his hours on the same day he attends school if work is available.

Any apprentice will be allowed only one (1) repeat during the term of their apprenticeship.

This shall not limit the right of the Company to discipline an apprentice for cause for matters not related to his training as an apprentice. Such discipline by the Company shall be subject to the grievance procedure.

**ARTICLE 9
WAGES**

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows: -

Starting rate will be 55% of the rate of the job with 5% increments every 1000 hours for 8000 hours.

e.g.	0	-	2000 hours	=	55%
	2001 hours	-	3000 hours	=	60%
	3001 hours	-	4000 hours	=	65%
	4001 hours	-	5000 hours	=	70%
	5001 hours	-	6000 hours	=	75%
	6001 hours	-	7000 hours	=	80%
	7001 hours	-	8000 hours	=	85%
	8001 hours until passing Certificate of Qualification			=	90%
	Upon passing C. of Q.			=	100%

The apprentice shall be paid for school attendance while working night shift only. The Company agrees not to pay on behalf of apprentices covered by this Agreement, for books required in connection with specific training under the apprenticeship program.

The hours spent in school will not be counted for time and a half but will be paid the base rate.

Hours spent in classroom will not be counted.

Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.

a) **Approval of classroom instruction**

The location and quality of the classroom instruction shall meet with the approval of the Joint Apprenticeship Committee.

The schedule of related instruction shall be outlined in Appendices attached hereto, or as may be supplied by the Community College or the Local Board of Education.

b) **Enforcement of School Attendance**

In case of failure on the part of any apprentice to fulfill his obligation as to school attendance or grades the Joint Committee may suspend or revoke his apprenticeship agreement and the Company hereby agrees to carry out the instructions of said Committee in this respect. The apprentice hereby agrees to abide by any such determination of such Committee.

c) An apprenticeship committee member must be notified, by the apprentice, of any school absenteeism not later than the next working day.

**ARTICLE 10
JOINT APPRENTICESHIP COMMITTEE**

There is hereby established a joint Apprenticeship Committee as defined in Article 1. This Committee shall be composed of eight (8) members, four (4) of whom shall represent the Company, and four (4) of whom shall represent the Union. The Union members of the Joint Apprenticeship Committee shall be elected or appointed by the skilled trades representative and the Plant Chairman.

The Union members of the Joint Apprenticeship Committee will be paid his regular rate for the time spent working on official business as determined by the Plant Manager of the joint Apprenticeship Committee for the hours he would otherwise have worked in the plant.

The committee shall be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

ARTICLE 11
CO-ORDINATION OF APPRENTICES

Apprentices shall be under the general direction of the Apprentice Co-ordinator and under the immediate direction of the Foreman of the Department. Foreman will make a report at least every thirty (30) days to the Apprentice Co-ordinator on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Joint Committee.

All apprentices must fill out monthly reports on a form supplied by the apprenticeship committee and these reports shall be submitted to their foreman at the end of each calendar month.

If the Apprentice Co-ordinator finds that an apprentice shows lack of interest or does not have the ability to become a competent Journeyman, he shall review his decision with the committee prior to final disposition. The Committee's decision shall be final subject to the grievance procedure.

ARTICLE 12
CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon completion of the apprenticeship under these Apprenticeship Standards, the Joint Apprenticeship Committee will request the Manpower Training Branch, Ministry of Colleges & Universities that a certificate signifying completion of the apprenticeship be issued to the apprentice. No certificates will be issued by the Manpower Training Branch, Ministry of Colleges & Universities, unless approved by the joint Apprenticeship Committee.

Upon receiving the certificate, the Co-ordinator and skilled trades committee of the Joint Apprenticeship Committee will sign the certificates before issuing it to the graduate.

ARTICLE 13
MODIFICATION OF STANDARDS

These Apprenticeship Standards may be amended or new schedules added at any time upon mutual agreement of the Company and the Union.

SCHEDULE "E"
DIE MAINTENANCE & REPAIR

Die maintenance and repair in Solus Manufacturing shall be paid a progressively increasing schedule of wages as follows:

Starting Rate – 80% of the rate of the job with 5% increases upon completion of each six (6) calendar month period working within the classification to the rate of the job.

**THE FOLLOWING IS NOT PART OF
THE NEGOTIATED AGREEMENT
BUT HAS BEEN INCLUDED
IN THIS BOOKLET FOR
INFORMATION PURPOSES.**

PURPOSE

The interests of the Company and its employees are best served by team work, mutual understanding and confidence. The purpose of this material is to relate some of the things the employees may expect from the Company and to advance the policies of the Company in the form of fixed rules of safety and conduct.

As a condition of employment, each employee is expected to read and keep the material for future reference, and if any questions should arise, the employee should consult his Supervisor.

1. PASS-OUT PROCEDURE

The Company has established a pass-out system whereby employees will not be allowed to leave the plant premises, once entered, without obtaining a pass-out slip from their Supervisor or Personnel. The employee must also register his time card prior to leaving.

A pass-out slip may be issued only by the employee's immediate Supervisor, or other Management representative so designated by the Company, and only on the standard form so provided.

Employees requesting to leave the plant shall make their request through their Supervisor, stating the specific reasons for the request which shall be so stipulated on the pass-out slip, if issued. Slips will not be issued unless, or until, the Supervisor is convinced that the request to leave is justifiable and that the best interests of the efficiency of the operation is not affected.

Employees who leave the plant without receiving an approved pass-out slip and clocking out shall be considered as having resigned effective at once.

2. TIME CLOCK

The time clock and clock cards are provided so that the Company will have a record of hours worked by each employee. As a result of this record, the employee shall receive the correct amount of pay for the time worked.

Naturally, if the time card is not properly registered when an employee reports for or leaves work, it is difficult to ascertain when his actual hours of work were, and it is quite possible that he could be "shortchanged". In the event that an employee fails to

register his time card, either when he enters the plant or when he leaves the plant, there shall be fifteen (15) minutes deducted from the determined number of hours actually worked.

In the event an employee is tardy four (4) minutes, fifteen (15) minutes pay shall be deducted.

An employee must only ring his own time card and never the time card of another employee. Such infraction shall be subject to immediate disciplinary action.

3. SAFETY

Safety is everyone's job. Each and everyone of us can do much to prevent accidents and injuries by following the safety rules of the job, by remaining alert, and by reporting any irregularity which may cause an accident or injury.

In case of injury on the job, no matter how slight, notify your Supervisor who will issue a pass for you to obtain first aid treatment. Employees who fail to report accidents at once or who fail to heed the following safety rules and otherwise do not exhibit good judgement shall be subject to corrective discipline including discharge. Also, the Worker's Compensation Board may fail to pay for lost time or medical expenses.

- a) Unsafe conditions and hazards are to be reported to the Supervisor.
- b) Safety guards and devices are not to be adjusted or removed.
- c) Running, throwing objects, horseplay, scuffling and other such actions are strictly prohibited.
- d) Hazardous jewellery, rings, bracelets, watch chains, key chains, etc. must not be worn in the plant nor shall neckties or loose clothing be worn around moving machinery. Clip-on neckties are permissible.
- e) The use of makeshift or defective scaffolding, rigging, or staging is not allowed.
- f) Each employee is responsible for keeping the area about his work station clean so that it is a safe place in which to work.
- g) Hardened lens safety glasses are required at all times when in the plant.

4. SAFETY GLASSES

The Company provides at no cost to the employee hardened lens non-prescription safety glasses. Employees will be expected to wear these whenever they are in the plant. In the event that the glasses become lost or damaged through activities other than the normal work assignment, a new pair will be issued by the Company with the replacement

cost being paid by the employee. Employees who fail to wear their safety glasses while in the plant shall receive corrective action and employees who habitually fail to wear their safety glasses or who refuse to wear same shall be subject to discharge.

5. **FOOT PROTECTION**

All employees are required to wear toe protection equipment. We have made arrangements to have a shoemobile visit the plant on a regular basis. The date and hours of their visits will be posted. To assist in the purchase of safety shoes a payroll deduction plan has been established.

Experience has proven that by wearing safety shoes, many serious accidents have been and can be prevented.

6. **GENERAL RULES OF CONDUCT**

To promote the welfare and meet the proper working conditions for all employees, the following procedures have been established. Violation of them shall subject the employee to strict disciplinary action up to and including discharge.

- a) Reporting to work or entering the plant under the influence of intoxicants, narcotics or other illegal drugs, or attempting to bring or have on Company property an intoxicating beverage or narcotic drug; or use of these on Company premises (this includes the parking lot and surrounding Company grounds). The drinking of any alcoholic beverages during the lunch periods, either on or off the plant property, is strictly forbidden, and will be considered a violation of this General Factory Rule.
- b) Sleeping in the plant at any time, or on Company property.
- c) The intentional ringing of another employee's clock card.
- d) Stealing or appropriating for personal use, tools, material or other Company property, belonging either to the company or another employee.
- e) False statements made on, or the falsification of, the employment application, employment records, medical records, production counts, or other records, including emergency calls or call-in to report absence or tardiness.
- f) Fighting, threats, or attempting bodily injury to another employee or Supervisor.
- g) Insubordination: including using profane language, refusal to follow instructions, work assignments, or failure to co-operate with the plant security officers in the performance of their duties.

- h) Abuse or deliberate destruction of Company property or disruption of the Company operations or careless workmanship.
- i) The disregard of operational instructions resulting in the damage or scrapping of materials or machinery.
- j) Gambling of any form on Company property.
- k) The carrying of any weapons onto Company property.
- l) False statements made with regard to industrial injury and/or accidents in the plant. Deliberately delaying or restricting production or inciting others to delay or restrict production.
- m) Carelessness resulting in injury or damage.
- n) Failure to meet production standards.

7. VIOLATIONS OF THE FOLLOWING RULES WILL CAUSE THE EMPLOYEE TO BE SUBJECT TO DISCIPLINARY ACTION.

- a) An employee must not enter the plant more than thirty (30) minutes before his shift starting time, except when authorized to work overtime. The employee must not enter his department or place of work more than fifteen (15) minutes before his shift starting time. He must also clock out and leave the plant within fifteen (15) minutes following the end of his shift, unless otherwise authorized by his Supervisor, or Personnel.
- b) Employees must be in their places and ready to begin work promptly at the start of their shift and at the end of their lunch break period. Preparations should not be made to leave (such as washing up, removing aprons, lining up at the time-clock, etc.) before the bell sounds for lunch or the end of the shift.
- c) Congregating or loafing in the washrooms or near vending machines or visiting around the plant is not permitted. Coffee and soft drink machines are provided and must not be abused. Cups, wrappers, and other debris must be placed in the waste containers. Reading newspapers, magazines, or other literature will not be permitted on the job.
- d) Sign, notices, or bills shall not be posted in the plant by employees unless specifically authorized by the Personnel Department. The notices will remain up for five (5) days.

- e) Soliciting, selling, or distributing merchandise or literature, or campaigning of any sort will not be allowed on Company property unless authorized by the Personnel Department.
- f) Violation of plant parking privileges, including failure to obey the signs regarding speed, parking or the careless operation of a motor vehicle or cycle.
- g) Employees are expected to stay in their department unless authorized to leave in the normal course of their assignment or after a pass has been issued by the Supervisor.
- h) Entrance to or exit from the plant and/or Company premises is limited to the designated areas.

8. MISCELLANEOUS

- a) Employees are not permitted to receive personal telephone calls in the plant, however, information regarding emergency calls will be relayed to the employee. All calls made by employees from the plant which are of a personal nature will be made during the lunch period on pay telephones provided for such purposes.
- b) The Company reserves the right to examine packages, lunch boxes, containers, or clothing as employees enter or leave the plant.
- c) Any equipment provided by the Company such as tool boxes, tools, shop towels, or any other item charged out to an employee must be accounted for by him upon request. Missing or mutilated items shall be replaced and the employees charged their replacement cost.
- d) All employees will be paid on a weekly basis by their Supervisor. Paycheques shall be given only to persons to whom such money is due. When an employee is absent, his paycheque will only be given to a properly identified person who presents a written request signed by the employee. These cheques will be available in the payroll office during normal office hours.
- e) Cameras, radios, tape recorders or television sets are not permitted on Company property without the express written consent of the Plant Manager or Personnel Manager.
- f) Testing devices prescribed by an outside source to measure cardiac, or any other physical, or atmospheric measurement noise levels, etc. may not be worn without the express written permission of the Plant Manager.

- g) When leaving the employ of the Company, Company property including badge, goggles, keys, glasses, etc. must be checked into the tool crib, and missing articles or equipment signed for by employees will be charged to the employee according to their replacement cost.
- h) No authorized employees are permitted to wait in the plant guard house. Only those employees awaiting transportation to the Company doctor or hospital emergency room, or those having direct business with the Plant Guards will be permitted.
- i) Employees must notify the Personnel Department and/or Supervisor in writing, immediately upon changing their address, telephone number, marital status, or change in dependency status. All of those items affect the Company's ability to contact your family in the event of an emergency and may have an immediate affect upon you or your dependent's eligibility for benefits.
- j) Employees will submit to periodic medical examinations, when requested as a safeguard to health and hygiene.

While these are the rules and regulations presently in effect, employees will be advised of any change to them that become necessary by posting on the bulletin boards.