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TERMINATION DATE	98	12	31
No. OF EMPLOYEES	170		
NUMERE D'EMPLOYÉS	SFC		

COLLECTIVE AGREEMENT

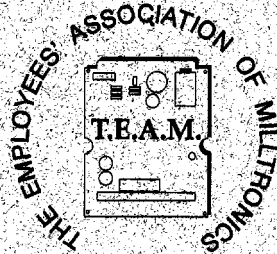
BETWEEN

**MILLTRONICS LTD.
PETERBOROUGH, ONTARIO**



AND

**THE EMPLOYEES' ASSOCIATION
OF
MILLTRONICS**



(January 1st, 1996 to December 31st, 1998)

11433 (01)

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ARTICLE 0 - COLLECTIVE AGREEMENT

- 0.1 This Agreement is between Milltronics Ltd. (The Company) and The Employees' Association of Milltronics (The Association).

ARTICLE 1 - PURPOSE

- 1.1 The general purpose of this agreement is to establish mutually satisfactory relations between The Company and its employees, to establish and maintain satisfactory benefits, working conditions, rates of pay, and to set forth the terms and conditions of employment of such employees.
- 1.2 It is understood that in the interpretation of this agreement, unless the feminine pronoun is used, the masculine pronoun shall be deemed to include the feminine.

ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes The Employees' Association of Milltronics as the exclusive bargaining agent for all employees of Milltronics at Peterborough, save and except supervisor, persons above the rank of supervisor, accounting staff, MIS, outside sales staff, positions requiring professional engineers, product specialists, design specialists, process specialists, confidential assistants, purchasing agents, students and employees hired under the conditions of the Temporary Employee Letter of Understanding. Such people represented shall hereinafter be referred to as "employees".



- 2.2 There shall be no discrimination or intimidation, by supervisors, or other agents of The Company against any employee because of the employees' membership in The Association, by virtue of his holding office in The Association or because of past affiliation with another Union.
- 2.3 The Association agrees that neither its members, nor persons employed directly or indirectly by The Association, will not discriminate against or intimidate other persons employed by The Company, nor will it solicit members during working hours.

A member is defined as an employee who has worked 60 days in continuous employment with The Company.

ARTICLE 3 - DURATION

- 3.1 This Agreement shall become effective on the first day of ~~January 1996~~ and shall remain in effect until the ~~thirty-first day of~~ December 1998, and thereafter from year to year ~~unless within ninety days~~, but not less than sixty days prior to the date of expiration, written notice to terminate or amend this Agreement is given by either party.

ARTICLE 4 - FUNCTIONS OF MANAGEMENT

- 4.1 The Association recognizes the right of The Company to hire, promote, demote, transfer, retire, suspend, or otherwise discipline a member for just cause; and to increase or decrease working forces, subject to the right of members concerned to lodge a grievance in the manner provided for in the Agreement if they believe they have been demoted, transferred or passed over for promotion in violation of this Agreement, or have been suspended, disciplined, or discharged without just cause.

- 4.2 The Association acknowledges the exclusive right of The Company to make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees which shall be consistent with the provisions of this Agreement. The Company will furthermore be responsible to make available and explain to persons in the employ of Milltronics, rules and regulations.
- 4.3 The Company and the Association agree to form a joint committee for the purpose of discussing/reviewing workplace innovations of mutual interest that affect Association members. This committee will serve to discuss/review workplace innovations prior to implementation.

Workplace innovation includes; self directed work teams, cross training, and significant changes to job re-organization.

It is understood that there is a direct connection between employment security, employee empowerment, and the flexible use of employees' skills. The intent is that the net effect of changes in technology, sales, the economy and employee improvements will not result in the layoff of employees.

Following board meetings, ExCom meetings and at any other times mutually agreed to, a member of ExCom shall meet with the Association Executive to provide an overview of issues discussed, answer questions, and receive any suggestions to be relayed back to the appropriate forum.

The joint committee will in the spirit of mutual respect work cooperatively in the expeditious resolution of any conflicts arising from these issues. This does not preclude management's rights to direct or implement

workplace innovations.

- 4.4 With respect to any ~~out~~ sourcing of Association work, the Company will discuss its intention with the Association before any such work is out sourced. The Company will explain its reasons for its tentative decision to ~~out~~ source the work and will give the Association an opportunity to suggest ways in which the work might otherwise be performed. The Company will give due consideration to the suggestions of the Association before making its final decision.
- 4.5 In the event of the installation of new equipment / technology that will result in the reduction of employment levels of members, the Company will, in advance as far as practical, before the installation of such equipment meet with the Association and provide them with data regarding the proposed installation, number and classification of employees likely to be affected by the change. The Association acknowledges that in no way does the foregoing impede the right of the Company to make technological changes and that such changes may be made at the sole discretion of the Company.

In the event of such technological change the company will provide employees with the following information in writing:

- the nature of a change
- the proposed time frame
- the approximate number, classification and location of employees likely to be affected by the change
- information regarding the new and changed jobs that may be available on completion of the change

It is also the responsibility of the company, where new skills are required because of technological change, to

provide employees working with the new technology the required training. It is the responsibility for the employee to take the necessary training.

- 4.6 In cases where disciplinary action is deemed necessary, subject to the provisions of this Agreement, a form of progressive discipline shall be utilized. The employee shall be informed if any such action is to be recorded in the employee file. A copy of the disciplinary record will be provided to the Association at the request of the employee.

Any such action shall be removed from all personnel files after a period of 24 months should no further incident occur requiring discipline.

ARTICLE 5 - ASSOCIATION REPRESENTATION

- 5.1 The Company acknowledges the right of The Association to appoint or otherwise select an executive of no more than seven members, consisting of three officers and four employee representatives.
- 5.2 A Grievance Committee of not more than three members appointed by The Association Executive shall meet with not more than three representatives of The Company on any grievance in accordance with the provisions of Article 22 of this Agreement.

With the understanding that Association Officers and Association Representatives will not absent themselves unreasonably from their regular duties in order to deal with the grievances of employees, they will be compensated for time spent in the plant in handling grievances of employees and attending meetings with Management.

- 5.3 A Negotiating Committee of not more than four members plus the President of The Association, and any consultants appointed by The Association, will represent the employees in negotiations for renewal of this Agreement.

To facilitate workloads, where more than one member of the negotiating committee work on the same team, one member will remain on the team with the option to move by seniority. The other members may be temporarily moved to another team for the period of negotiations.

The Company will pay for time lost during normal working hours for all Association members serving on the Negotiating Committee when preparing for or participating in negotiations for the renewal of this Agreement, up to 360 hours cumulative for all members.

The Company will invoice The Association for each members' regular wage for all time in excess of the 360 hours.

- 5.4 The Association shall keep The Company advised in writing of the names of members of Committees, Representatives and elected officers and any changes that might occur.
- 5.5 The Company will supply The Association, on an annual basis, with a list of Supervisory personnel together with the names of other appropriate Company officials with whom The Association might have transactions in connection with the Agreement.

The Company will also provide the following information:

- i) **First week of every month;**

A seniority list, including as a minimum, information known to Human Resources regarding members' status as per WI, LTD, Maternity leave, Leave of Absence and WCB and dates that status changed.

An anonymous list of overtime hours worked YTD.
- ii) Once every six months;

A list of employees including name, address and phone number, with written permission from the employee (will be provided separately when a new hire begins employment)

A breakdown of benefit coverage (single, family or non-user) for medical and dental

An anonymous list of ages and hourly rates with bargaining unit indicators
- iii) A copy of any job posting
- iv) A copy of successful candidate for job posting
- v) Temporary employee information prior to employment, including job class, member who he is replacing, specific duration of employment
- vi) Access to employees' training and education file with employees written permission

vii) The name of any employee who is transferred to a different classification for more than 20 hours in a week. (This applies only when posting provision are not required as per contract.) Excluding coverage when a member is unavailable to perform necessary duties ie. absence, vacation etc.

viii) Large organizational chart provided quarterly and small chart provided whenever chart is revised/updated.

5.6 The Company will pay for the time lost during normal working hours for The Association Executive Members to conduct Association business for a total cumulative maximum of 5 hours per week.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.1 It is agreed that The Association will not, during the life of this Agreement, authorize, promote, direct, condone, or encourage a strike of members, nor will members take part in such action.

It is agreed that The Company will not, during the life of this Agreement, lockout employees.

6.2 It is agreed that The Association will not, during the life of this Agreement, authorize, promote, direct, condone, or encourage any slowdown or other curtailment or restriction of production or interference with work in or about The Company's premises, nor will employees take part in such actions.

6.3 It is agreed that The Association will not, during the course of negotiations for a renewal or extension of this Agreement, authorize, promote, direct, condone, or encourage a strike of employees, nor will employees take part in such actions until an attempt has been made

in good faith to settle any differences by conciliation or some other form of mediation. It is agreed that The Company **will not**, during this period, lockout employees.

- 6.4 It is agreed that The Association will not, during the life of this Agreement, authorize, promote, direct, condone or encourage the involvement of any employee of The Company, or The Company, either directly or indirectly, in any dispute which may arise between any other employer and that employer's employees.

ARTICLE 7 - DEDUCTION OF ASSOCIATION DUES

- 7.1 As a condition of employment, all members shall be required to pay the regular amount of Association dues, as appropriately certified to The Company from time to time by The Association.
- 7.2 The Company will provide for the deduction of regular Association dues from a member's pay and remit those dues to The Association monthly. Dues shall be deducted from the member's pay every pay period and will be remitted to The Association prior to the tenth day of the month following that for which dues have been deducted, together with a list of all members from whom the deduction was made.
- 7.3 It is understood and agreed that The Association will save The Company harmless from any and all claims which may be made against it by any member for amounts deducted from wages as herein provided.
- 7.4 Association members shall remain in good standing and shall not be required to pay dues while receiving Weekly Indemnity for one or more full work weeks.

- 7.5 The Company agrees that the total annual dues deducted from each member will be recorded on their annual T4 slip for Income Tax Purposes.

ARTICLE 8 - WORKING CONDITIONS

Safety and Health

- 8.1 The Company and The Association agree to conform to all of the provisions of the Occupational Health and Safety Act and the regulation for industrial establishments, and to exert joint efforts to prevent industrial injury or illness through a Joint Health and Safety Committee.
- 8.2 If requested, The Company will assist an employee when filling out a report required by the Workers' Compensation Board (WCB). On request, in writing, an employee will receive a copy of all documentation regarding the claim.

Personal Safety Equipment

- 8.3 Regular safety glasses are supplied by The Company where required and their use will be determined by The Company as recommended by the Joint Health and Safety Committee.
- 8.4 Upon proof of purchase, The Company will contribute to the cost of 1 pair of safety shoes or boots up to a maximum of \$90.00, not more frequently than once in a 12 month period, for members who regularly work in any area designated as a safety shoe area by the Joint Health and Safety Committee.

The above will not be available to employees during the probationary period. However, employees who

purchase safety shoes during the probationary period will be entitled to reimbursement in the appropriate amount on completion of the probationary period.

- 8.5 Those persons employed in other areas, who, in the judgment of their Supervisors, work in a designated area enough to warrant the wearing of safety shoes, shall be entitled to the same allowance.
- 8.6 The Company will supply and maintain hearing protection devices, clean work smocks, special gloves, coveralls and safety helmets, etc., for use in required areas as determined by the Joint Health and Safety Committee or other Authority.

ARTICLE 9 - NORMAL WORK WEEK

- 9.1 The following paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of ~~work~~ per week.
- 9.2 The normal work week at Milltronics shall be as follows, from Monday to Friday inclusive, excluding shift schedules.

OFFICE EMPLOYEES:

Thirty-seven and one half hours (37.5) per week.

MANUFACTURING EMPLOYEES:

Forty hours (**40**) per week.

It is agreed that people in the positions of custodian, material handler, and maintenance may have hours adjusted up to 1 1/2 hours before or after shift times. These hours must be scheduled, in advance, as normal working hours.

9.3 Regular shift times will be as follows:

A) One Shift Areas:

Manufacturing:

7:00 a.m. to 3:30 p.m. - day shift (1/2 hour unpaid meal break)

7:45 a.m. to 4:15 p.m. - day shift (1/2 hour unpaid meal break)

The option chosen for start time must be agreed to with the supervisor.

B) Two Shift Areas:

Manufacturing:

7:00 a.m. to 3:30 p.m. - day shift (1/2 hour unpaid meal break)

3:15 p.m. to 1:45 a.m. - afternoon shift (1/2 hour unpaid meal break)

- Shifts will be worked on a two week rotation basis.

- Persons working the Afternoon shift will receive a \$0.70 per hour shift premium.

- Afternoon shift begins on Monday and ends on Friday morning (Fridays off).

C) OFFICE:

Flex Hours Program For Office Employees

Core hours would be from 9:00 a.m. to 3:00 p.m. during which all employees must be at work except for their lunch period (minimum 1/2 hour). Flex hours schedules must be scheduled in advance and agreed to by the supervisor. Flex hour schedules must be communicated to internal and external customers.

9.4 Summer Hours

MANUFACTURING: For positions that are not on the rotating shift basis the hours of work are as follows. For summer hours starting the first Monday in June until the Friday before labour day, the hours will be as follows: 7:00 a.m. to 4:30 p.m. Monday to Thursday and 7:00 a.m. to 11:00 a.m. on Fridays. OFFICE: For summer hours starting the first Monday in June until the Friday before Labour Day Summer core hours are Monday to Thursday, 9:00 a.m. to 3:00 p.m. and Friday core hours are 9:00 a.m. to 11:30 a.m.

For summer hours where the company has a need to maintain a MINIMUM coverage an alternate schedule of every other Friday off will be used with those employees who are required to work full Fridays during summer hours. Employees working under this situation will have equalized hours paid each week. (ie. Manufacturing employees would not be paid 44 hours one week and 36 the next, but would be paid 40 hours per week less any exceptions or absences.

Office coverage under this schedule will require at a minimum coverage of the regular office core hours of 9:00 a.m. to 3:00 p.m. Office employees working on this schedule will have equalized hours paid each week.

Overtime is paid after the normal work week as determined in conjunction with summer hours and flex hours.

- 9.5** When business conditions require it, and at the request of The Company, the parties will negotiate the conditions for the implementation of other shifts.

ARTICLE 10 - REPORTING FOR WORK

- 10.1 The Company will take reasonable steps to give employees advance notice of any change or cancellation of regular working hours and agrees that employees reporting for work, unless otherwise notified in advance not to report, shall be provided with work for at least half the shift, or pay in lieu thereof if no work is available.

The foregoing shall not apply when the employee is prevented from working due to a power shortage or power failure, fire, or any circumstances beyond The Company's control, or if the employee has not advised The Company in writing of his or her current address and telephone number.

- 10.2 When an employee suffers an industrial injury while at work for The Company and has obtained the necessary and proper first aid and leaves the plant to obtain medical attention, then, if he is unable to return to work, or is directed not to do so, he will be paid for the remainder of the shift in which he left the plant. If the employee is able to return to work he shall be paid for that part of the shift he was absent while receiving medical attention.

- 10.3 Any employee called in to work from other than Company premises, at a time other than regular working hours, will be guaranteed work or pay for a minimum of three hours at double time his regular rate for such call-in.

ARTICLE 11 - REST PERIODS

- 11.1 All employees are entitled to one ten minute rest period in the first half of a shift and one ten minute rest period in the second half of a shift, each shift of the normal work week.
- 11.2 Employees scheduled to work overtime are entitled to rest periods, during the overtime period, as follows:
- i) For overtime periods of **1 to 60** minutes; no rest period.
 - ii) For overtime periods of **61 to 180** minutes duration; one ten minute rest period, which can be taken either between the end of the regular shift and the commencement of the overtime, or approximately mid-way through the overtime period.
 - iii) For overtime periods of **181 to, 360** minutes duration; one ten minute rest period and one unpaid half hour eating period.
 - iv) For overtime periods of **361 to 480** minutes duration, inclusive; two ten minute rest periods and one unpaid half hour eating period.

ARTICLE 12 - OVERTIME

- 12.1 Overtime is defined as, the time worked by an employee in excess of those hours contained in their regular week as stated in Articles 9.3 and 9.4. If occasions arise necessitating overtime, employees are expected to co-operate with The Company.

Overtime will be offered to personnel as follows:

- 1st within a team to all team members
- 2nd within immediate department / supervisors area
- 3rd within classification
- 4th outside classification

- 12.2 An employee who has worked overtime which has been approved by The Company shall receive overtime pay in accordance with the following schedule:

OVERTIME WORKED	OVERTIME PAY
Hours worked in excess of the normal work week up to and including 48 hours a week for manufacturing employees and up to and including 45 hours a week for office employees.	One and one half times the Employee's regular rate
Hours worked in excess of 48 hours a week for manufacturing employees and 45 hours a week for office employees. Sunday, Statutory, or Plant Holiday per Article 14.1	Double the Employee's regular rate

- 12.3** It is Company policy not to work employees on plant holidays or on Sunday except in extreme emergencies.
- 12.4** No employee will be required to work in excess of their regular scheduled hours in one day, or forty-eight hours in one week, or **75** overtime hours in one year. Except where otherwise agreed to and approved (ie. summer/flex/shift hours).

Banked Hours

The following defines the conditions under which hours **can** be banked in lieu of receiving overtime pay out:

- i) Hours may be banked upon the request of the employee and with the agreement of the supervisor.
- ii) Employees may bank hours to a maximum of deposit of 20 hours.
- iii) Minimum deposit to the bank will be one hour. The maximum deposit to the bank will be 4 hours in any one week for manufacturing employees and 6.5 hours in any one week for office employees.
- iv) Minimum withdrawal will be 1 hour for any one transaction.
- v) Maximum withdrawal will be 2 normal working days for any one transaction.
- vi) Requests to withdraw from the bank must be made in advance and mutually agreed upon with the employee and the supervisor. Note: business requirements and coverage take precedence when determining whether banked hours can be withdrawn. Permission will not be unreasonably withheld.

Overtime for Product Service Employees

- 12.6 **For product Service Employees in the field, a normal work week of forty hours is in effect, consisting of eight hours per day, Monday through Friday.**

When Product Service employees are in The Company offices, the hours will be specified for office employees in Article 9 of this Agreement.

When Product Service employees are working in countries where the normal work week consists of days other than Monday to Friday, they will work the days normally worked in that country, at their regular rates, and be paid overtime (on the basis of Saturday and Sunday) if they are required to work **on** days that would normally be off in that country.

- 12.7 Overtime payments will be made to Product Service employees when:

- i) **An employee is specifically requested by The Company to work overtime and where the situation necessitating the overtime is beyond the control of the employee involved. All Product Service employees, before leaving on a trip where travel and/or in-plant work is anticipated outside the regular weekly work schedule, shall obtain authorization to work the additional hours.**

- ii) An employee is specifically requested by a responsible customer's representative to work overtime and payment for same is authorized by the customer's representative and the situation necessitating the additional work is beyond the control of the employee involved.

12.8 It is recognized that Product Service employees, when away from The Company offices, must work without direct supervision. Under certain in-plant and in-transit circumstances, they may be required to put in hours over and above the regular schedule without prior authorization. All efforts shall be made by the employee to keep these hours to a minimum. These hours will be considered payable overtime only when justified to the satisfaction of The Company.

12.9 All Product Service employees will be paid overtime at the following rates:

- i) When on a Sales Assistance or Promotional trip, the only overtime available will be a maximum of 8 hours per day on Saturday, Sunday or Company holiday, and the overtime will be paid at the regular straight time rate.
- ii) While in transit (travelling) for any reason other than outlined in 12.9), the only overtime available will

be a maximum of 10 hours per day on Saturday, Sunday or Company holiday, and the overtime will be paid at one and one half times the regular rate. On a regular weekday, the only overtime available will be a maximum of 4 hours per day and the overtime will be paid at one and one half times the regular rate.

- iii) While on a **JOB SITE**, other than outlined in 12.9 i), the overtime rate will be one and one half times the regular rate for the first four hours worked in excess of a normal work day. The overtime rate will be double the regular rate for all overtime hours worked after the first four hours of overtime. The overtime rate will be one and one half times the regular rate for the first eight hours worked on a Saturday. The overtime rate will be double the regular rate for all overtime hours in excess of eight hours. The overtime rate will be double the regular straight time rate for all hours worked on a Sunday or holiday.

ARTICLE 13 - VACATIONS

13.1 The following is the vacation schedule relative to the vacation year beginning July 1st and ending the following June 30th.

Service	Vacation	Payment
6 months and less than 1 year	1 week	4% of gross pay
1 year and less than 5 years	2 weeks	4% of gross pay
5 years and less than 10 years	3 weeks	6% of gross pay
10 years and less than 19 years	4 weeks	8% of gross pay
19 years and less than 25 years	5 weeks	10% of gross pay
more than 25 years	6 weeks	12% of gross pay

Members who have completed the minimum SERVICE REQUIREMENTS, but less than the maximum SERVICE REQUIREMENTS, shall receive the scheduled number of weeks VACATION at the scheduled rate of PAYMENT of wages paid during the previous vacation year from the date of hiring to June 30th, or the scheduled number of VACATION weeks pay, at the rate of pay in effect on June 30th, whichever is greater.

13.2 Because of the impact of lengthy vacations on plant operations, members with more than 2 weeks vacation must arrange with management for a mutually satisfactory time for the balance of his vacation period but not earlier than the beginning nor later than the end of the calendar year, providing always that the vacation taken does not exceed the vacation earned.

13.3 Requests for vacation entitlements in excess of two weeks should be submitted to the employees immediate supervisor no later than March 31 each year. This will facilitate requests being scheduled, planned and easily accommodated. Should business circumstances prevent an employee from using their scheduled additional vacation by the end of the calendar year he may choose one of the following options:

- i) He may carry over a maximum of one week vacation time and pay to the following year. This carried forward time must be used before June 30th of the carry forward year. Any unused vacation in excess of the maximum one week available to be carried over

will be paid in February. Vacation time allotted will be foregone.

- ii) He may choose to receive any vacation pay owed and forgo vacation time entitlement. Election to receive pay out will only be available in February.

13.4 Full vacation pay is not earned until the end of the vacation year ending the 30th of June.

13.5 Members who have been off work during the vacation year but who have worked eight months or more during the vacation year starting July 1st or were absent due to maternity leave, will be paid full vacation pay as per schedule. Members who have worked less than eight months during the vacation year will be paid the scheduled percentage of their gross wages for the period worked. The percentage used is dependent on the amount of vacation their length of service would entitle them to during that vacation year.

13.6 A member who is entitled to an additional week of vacation after June 30th in his anniversary year may elect to take his additional week prior to the actual anniversary date.

ARTICLE 14 - **HOLIDAYS**

- 14.1 The following are the individual statutory and other plant holidays which will be observed.
New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
One day before Christmas (may be used as a floater when mutually agreed.)
Christmas Day
Boxing Day
Two Floating Holidays
- 14.2 When any of the holidays fall on a Saturday or Sunday, the holiday will be observed on the following Monday.
- Canada Day will be observed on the following Schedule: **1996**, Monday July 1; **1997**, Monday June 30; **1998**, Friday July 3.
- When a holiday falls on a Friday, the holiday shall be observed on the preceding Thursday for employees working the four day shift schedule.
- 14.3 Payment will be made to an employee having 30 days worked or more of service provided he worked the regular scheduled work day immediately preceding and following the holiday, or provided reasons satisfactory to The Company.
- 14.4 Should a holiday occur during an employee's

vacation, an additional vacation day will be granted.

- 14.5 The plant will be shut down from December 25, 1996 to January 1, 1997 inclusive. Floating holidays will be used on December 30 and 31 and the day before Christmas Holiday will be used on the 27 of December 1996.

The plant will be shut down from December 25, 1997 to January 1, 1998 inclusive. Floating holidays will be used on December 30 and 31 and the day before Christmas Holiday will be used on the 29 of December 1997.

The plant will be shut down from December 25, 1998 to January 3, 1999 inclusive. Floating holidays will be used on December 30 and 31 and Boxing Day which falls on Saturday will be observed on December 28 and the day before Christmas Holiday will be used on the 29 of December 1998.

ARTICLE 15 - JURY/WITNESS PAY

- 15.1 An employee who is selected for service as a juror or who is subpoenaed as a witness, and returns to work for those periods during his regular working hours when not on duty, will be paid for earnings lost due to the jury or witness duty. This will usually be done by the employee receiving his regular pay cheque and endorsing his cheque from the courts over to The Company. Allowances will be made for shift workers regarding their shift.
- 15.2 Jury or witness duty is considered to be hours

worked for the purposes of determining eligibility for holiday pay.

ARTICLE 16 - BEREAVEMENT PAY

16.1 An employee absent from work due to the death and attendance at the funeral of the relatives listed in 16.2 will be paid bereavement pay for time not worked up to the maximum number of working days for each such bereavement.

16.2 Bereavement pay of 5 working days apply upon the death of spouse, child, parent, brother or sister.

Bereavement pay of 3 working days entitlement applies upon the death of any of the following:

grandparent, grandchild
parent-in-law, son-in-law, daughter-in-law,
brother-in-law, sister-in-law, grandparent-in-law

ARTICLE 17 - LEAVE OF ABSENCE

17.1 The Company may grant a leave of absence for legitimate personal reasons, and providing the work schedule permits. Requests for leave of absence are to be made in writing to the Human Resources Department as far in advance as possible. All vacation entitlement other than scheduled shut down weeks must be used prior to the granting of a leave of absence. Members will receive a response in writing, permission will not be unreasonably withheld.

- 17.2 Association members shall have the right to attend conferences and seminars, from time to time, such time to be mutually agreed upon between The Company and Association.

ARTICLE 18 - FINANCIAL ASSISTANCE FOR EDUCATION

- 18.1 Tuition will be paid by The Company for pass marks in courses which will be of benefit to The Company and the member in his career with The Company, providing prior written approval has been obtained from The Company.

ARTICLE 19 - GROUP INSURANCE PLANS

- 19.1 The benefit plans outlined below will be made available to members. Benefit outline Booklets will be provided to new employees; existing employees may request a benefit booklet. Access to the master agreement by employees will be made available by Human Resources. The Company will provide the share of premium described for each benefit.

19.2 Group Life Insurance

Each member is insured for two times their basic annual earnings plus two times their basic annual earnings for accidental death or dismemberment. The Company pays 100% of the premium for this benefit.

19.3 Comprehensive Health Insurance

This benefit provides for certain medical expenses beyond those provided by OHIP, such

as drugs and medications prescribed by a doctor, private nursing and semi-private hospital rooms. Effective January 1, 1992 prescription drugs will be under a pharmacy card system at \$1.00 per prescription. The Company pays 100% of the premium for this benefit.

19.4 Dental Insurance

This benefit covers examination, consultations, specific diagnostic procedures, x-ray, scaling and polishing, fluoride treatments, fillings, extractions, anaesthesia services, treatment of gum diseases, root canal treatment, specific surgical services, denture repair and relines. Coverage levels shall be according to the ODA rates that were in effect one year before the current year. ie: 1994 ODA rates will be paid in 1995. Orthodontic coverage will apply to a maximum of \$2000 per member family, for children under 18 years of age. Effective January 1, 1993, the plan will provide major restorative - crowns and bridges only, 50% co-insurance at an overall combined maximum for routine and major restorative of \$3000 annually per employee and per eligible dependent.

The Company pays 100% of the premium for this benefit.

19.5 Sick/Accident Pay

On receipt of medical evidence satisfactory to The Company, members will receive *two* days sick leave per calendar year at a rate of basic weekly earnings to be taken in hour segments.

Unused sick days may be accumulated to a maximum of fifteen days. After this period the member then begins the weekly indemnity to the limits stated in Article 19.6. Sick/Accident Pay and Weekly Indemnity may not be received at the same time. The Company pays 100% of the cost of this benefit.

19.6 Weekly Indemnity

On receipt of satisfactory medical evidence, members will be entitled to receive weekly indemnity benefits from the first day of accident or hospitalization or the third working day of sickness for a maximum period of fifteen weeks, in the amount of 66 2/3% of basic weekly earnings. The Company pays 100% of the cost of this benefit.

19.7 Long Term Disability

Long Term Disability benefits of 60% of the members basic monthly salary received immediately prior to the date of disability will be applied for, to commence with the 106th day of disability. The Company pays 100% of the premium for this benefit.

19.8 Travel Accident Insurance

This benefit provides \$50,000 Accidental Death and Dismemberment coverage for members travelling on the business of The Company to the limits specified in the Policy held by The Company. The Company pays 100% of the premium for this benefit.

19.9 Pension Plan

Each member may join the Pension Plan on the first day of the calendar month immediately following six months of continuous service. Members must join the plan when required under the terms of the plan.

A Pension information committee which will include two Association members, will meet quarterly for the purpose of communicating employees' questions and concerns on the plan and to provide feedback on these issues.

19.10 Vision Care

Upon proof of purchase, The Company will reimburse/contribute **100%** of the cost up to **\$200**, once every twenty four months, toward the purchase of prescription glasses or contact lenses, for the employee and up to **\$100** for a **spouse** and each dependant. This will be Company administered.

19.11 The above explanations outline the principle features included in the benefits program, but they are not to be considered the contract of insurance.

19.12 Early Retirement Benefits

Employees who retire early (after age **60** with **15** or more years of service or after age **55** with **25** or more years of service) will be provided with the following benefits until age **65**:

- Basic medical coverage
- Basic dental coverage
- Flat rate term life insurance of \$50,000

19.13

Group RRSP

in an effort to facilitate an opportunity to avoid or defer taxes, employees will be given the option to roll any profit sharing payment provided by the company into the group registered RRSP as organized by Milltronics. This roll over option is subject to Group RRSP requirements and Revenue Canada source deduction requirements.

(Revenue Canada source deduction requirements currently impact on income tax deductions, but do not impact on CPP or UIC contributions.) Employees utilizing this roll over service are responsible to ensure that the amount rolled over falls within their legal RRSP contribution room. The option to roll over profit sharing shall not be construed as a guarantee of any profit sharing.

ARTICLE 20 - SENIORITY

20.1

Seniority as referred to in this Agreement shall mean total service credits with The Company subject to Article 20.2. Service credits will be accumulated only when a member:

- i) is actively at work for The Company.

- ii) is absent due to illness or layoff for a period equal to previous service credits. to a maximum of 36 months.
- iii) is absent due to a WCB compensable injury.
- iv) is on an authorized Leave of Absence. Seniority shall accrue for the first four calendar months of the leave of absence.

20.2 Probation

An employee will be considered on probation and will not be placed on a seniority list until he becomes a member. Seniority will then date back to the date of hire. Termination **or** layoff of employees who are not members shall not be subject to arbitration in cases of dispute.

20.3 Layoff/Termination

In the case of layoff and/or termination due to lack of work, layoffs will be by occupational classification. Total service credits will be the major factor governing such layoffs/terminations subject to the remaining employees being qualified to perform the normal requirement of the currently available work.

To accommodate those junior employees who may not wish to take a layoff when a layoff situation becomes evident, the following will occur.

- i) When a layoff situation arises, the

supervisor/manager will advise their employees that layoffs will be necessary. Any member interested in taking a voluntary layoff will advise the supervisor/manager at that time.

- ii) Any member wishing to take a voluntary layoff (layoff out of the line of seniority) will be granted the opportunity as reductions occur - the most senior members receiving first consideration.
- iii) Recalls will be conducted per Article 20, seniority being the governing factor and the most senior member being recalled first.
- iv) Voluntary layoff will be for a period of 12 weeks. At the end of the initial 12 week period, members on voluntary layoff will be offered the opportunity to return to work, even if staff reductions are still necessary.

If the member wishes to remain on layoff, he may do so for a further 4 week period or periods, until such time as a full work force is required. At that time, any member on voluntary layoff must return to work.

- 20.4 Minimum notice of temporary layoff will be two working days. In lieu of this notice, the member would receive two day's pay. This provision shall not apply where stoppage of work is due to strike, riot, fire, power breakdown, accidents or any other causes beyond The Company's control.
- 20.5 Notice of termination of employment will be in accordance with the Ontario Employment Standards Act. In lieu of the above notice, the employee would receive payment up to the extent of his entitlement of notice under the Act.
- 20.6 Laid off members, shall have the right of recall for a period equal to their service credits, with a minimum of 12 months and a maximum of 36 months.
- 20.7 An employee's name shall be removed from the seniority list and his employment terminated for the following reasons:
- i) He voluntarily quits his employment.
 - ii) He is discharged and is not reinstated through the grievance procedure.

- iii) In the case of a member with seniority who does no work for The Company for a period equal to their service credits, with a minimum of 12 months and a maximum of 36 months.
- iv) He, upon being recalled from a layoff, fails to report for work within five working days from the date of notification by The Company by phone, or within five working days of The Company sending a registered letter to the last address on file, without a reason satisfactory to The Company.
- v) He fails to return to work upon termination of an authorized leave of absence, unless there was a reason for failing to report that is satisfactory to The Company.
- vi) He is retired.
- vii) An employee who is unable to report for work will be expected to notify The Company by the time that he is due to report for work. Two work days without notifying The Company shall result in dismissal unless there is a reason satisfactory to The Company for lack of notification.

viii) He accepts gainful employment while on a leave of absence.

20.8 Bumping Rights

A member about to be laid off shall have the right to exercise his total service credits by replacing an employee in the same bargaining unit with less seniority provided the job classification is the same level or lower and he can perform the normal requirement of the currently available work. It is understood that in claiming a job under this provision the member must meet the quality and quantity requirements of the job within a 10 working day familiarization period.

Where a member has previously done a job in another bargaining unit or a higher classification than he currently possesses and can still perform that job satisfactorily, that senior member may replace a junior employee who is performing that job. It is understood that in claiming a job under this provision the member must meet the quality and quantity requirements of the job within a 5 working day familiarization period.

Leaders cannot be bumped.

20.9 Recall Rights

When work becomes available from which a member was displaced on layoff procedure, those members still at work who have been displaced from such job will return to the job, in order of

seniority. If such job is not filled as a result of this step, then members on layoff who can perform the normal requirement of the currently available work will be recalled in order of seniority.

20.10

A member on layoff may refuse recall to an occupational classification at a lower pay level than held at the time of original layoff. By refusing this recall the member's future recall will be restricted to the original pay level. A member on layoff will be given an indication of how long the work opportunity is likely to continue. In the event it is less than four weeks a refusal to return would not be cause to remove his name from the recall list.

20.11

Transfers

If a member is transferred to a non-Association position he no longer accrues seniority during the period he is not a member of The Association. He shall maintain his bumping rights for a period of three years from the date he starts the non-Association position. If he returns to The Association, within the three year period, his seniority is returned to him, except for the period of time he was not a member of The Association.

An employee who has been out of The Association for a period greater than three years in a non-Association job will have no bumping rights. The only method of returning to The Association is through a Job Vacancy Posting.

His previous Association service credits will not be returned to him.

20.12 Filling Vacancies

A "vacancy" is defined as, a position within an Occupational Classification for which there is a need to hire or transfer an employee, for a period of greater than 20 days duration, with the exception of Leader positions. The Association Secretary shall receive a copy of all vacancy postings. All vacancies shall be posted for 3 days.

20.13 A Selection Committee, consisting of at least two persons in the employ of the company (one of which will be a representative from Human Resources) will be present during an interview, and will give consideration to present employees when filling vacancies, such consideration not to be exercised in an arbitrary or discriminatory manner. Whether such an employee is capable or potentially capable of filling such a position is a judgment which is the responsibility of The Selection Committee.

20.14 Members on recall will be contacted by phone or by registered letter/courier to the last address on file, for all postings, whenever the member possesses the qualifications required and to the extent practical. The Association will be notified in writing of all such phone calls made, and will receive a copy of all such letters sent.

20.15 No employee shall be hired while members with the qualifications to perform the normal requirement of the currently available work are still eligible for recall.

20.16 When employees of substantially equal ability are

being considered for a vacancy, seniority will be the governing factor.

20.17 Unsuccessful candidates for posted jobs will be so notified, in writing, prior to posting the name of the successful candidate. Only the name of the successful candidate will be posted for three days. The Association will receive, in writing, the name of the successful candidate prior to the posting.

20.18 An employee selected on this basis will be given an opportunity of fulfilling the duties of the new position during a trial period which may not exceed 40 working days. If an employee fails to meet the requirements for the job at any time during the trial period, he will be returned to a position at no less than his former pay level. The employee and the supervisor may mutually agree that the candidate is not suited long term for the position and the employee may agree to give up the position. When the latter occurs the employee will remain in the position until the position can be refilled.

20.19 Any vacancies created by the selection of an employee on this basis shall be covered by the posting provisions of this Article.

All successful candidates for postings will move into the acquired position within 20 working days. This time limit may be extended by mutual agreement between Management and the Employee. If an extension is required the affected member will be advised by Human Resources of reasons why and the Association will be informed in writing.

- 20.20 Where no employee meets the qualifying factors under this Article The Company will be free to fill **the job at its own discretion.**
- 20.21 All members who have applied for a posted position will be informed of the disposition within ten working days.
- 20.22 A successful candidate transferred to a vacancy shall be returned to their former occupational classification when the specified duration of the vacancy has expired. Should a vacancy of specified duration become permanent, the vacancy shall be re-posted.
- 20.23 A vacancy of a specified duration, as mentioned in clauses 20.19 and 20.22, is a vacancy caused by the temporary absence of a member due to illness, accident, leave of absence and lasts longer than 20 days. The vacancy would end when the absent member returns or leaves the employ of The Company. An employee who is hired to fill a vacancy of specified duration will be subject to the terms and conditions of the letter of understanding dated October 17, 1991.
- 20.24 An employee may apply for and be successfully confirmed on a permanent job posting only once every six month period.
- 20.25 **Students - Association Positions**
- Students employed during the school vacation or co-operative work term shall not accumulate seniority. Termination of employment shall not become subject to the grievance or arbitration procedures of this Agreement. This program is

established to support continued education and students will not be hired into full-time employment from summer work positions. Students will not be hired or continued in employment when regular employees are on layoff who are eligible for recall and are qualified to perform the work in the position the student will occupy. Procedures for hiring will be as per the Student Hiring Policy - Association Positions.

20.26 Promotions

When the nature of the work being performed by an employee has changed and the employee has shown the required skill and ability to do the changed work, and where no additional employees are required, The Company will advise The Association of its intention to promote that employee to the next higher classification within his department. If The Association does not agree to the promotion, the posting provisions of this Agreement shall apply. Promotions will be posted.

ARTICLE 21 - OCCUPATIONAL CLASSIFICATIONS

21.1 The occupation classifications, wage/salary and progression schedules, are set out at the end of this Article. When it is necessary to revise or add to this schedule the following procedure will apply.

- i) The Company will establish the title and rate for the revised or new classifications and will advise The Association of the facts and

the reasons for the value of the classification, ten working days before it is implemented.

- ii) Should The Association wish to object, The Company and Association will attempt to reach an agreement.
- iii) Should it still be necessary, The Company and Association may take such disagreement to a board of Arbitration in accordance with provisions of Article 23 of this Agreement.
- iv) In reaching its decision on the value of the revised or new classification the board of Arbitration is confined to evaluating the classification in relationship to the value of existing classifications in this Agreement.

21.2 A new employee will be hired at not less than the minimum rate for the occupational classification for which he is hired and will be advanced in accordance with the progression and rates set out in the schedule provided he is performing satisfactorily. Progression will be delayed by any layoff equal to the duration of the layoff. Employees may be advanced more quickly than the time progression schedule requires. In cases where the employee is not paid the scheduled rate, this may be a subject for the grievance and arbitration procedures.

21.3 A member who is transferred to a different classification or a different level will be treated the same as a new employee except his rate will not be below his current rate provided it does not exceed the maximum rate of the new classification or grade. Such pay level shall be deemed to have been achieved by time in the new classification.

21.4 The Wage/Salary levels assigned to the positions have been determined by the recognition of the "needs of the business" and the "value of current work". It is recognized that classification / position evaluations are not static and will be reviewed periodically with respect to changing conditions.

21.5 A Performance Evaluation will be completed annually and reviewed with each member. It will serve as a basis of mutual understanding between management and the member and will indicate to the member what he is expected to accomplish and how he is being measured.

During this evaluation the following points will be discussed, as a minimum:

- i) Review the member's performance of the past year.
- ii) Review what is required of him in the coming year.
- iii) Review the requirements to achieve a merit increase in the coming year, if any.

iv) review requirement/desires and set goals for completion.

21.51 A mid-year performance evaluation follow-up will be held with a member upon request.

21.7 Classification and Wage Schedule for Production Employees

<u>Job Classification</u>	<u>Level</u>
General Labourer	1
Assembler	4
Custodian	4
Electro-Mechanical Maintenance Asst.	4
Material Handler	4
Electro-Mechanical Assembler III	6
Quality Assurance Inspector II	6
Test III	6
Electro-Mechanical Assembler II	8
Quality Assurance Inspector I	9
Test II	9
Electro-Mechanical Assembler I	11
Test I	12
Electro-Mechanical Maintenance	12

Leader: \$1.30 above the job rate of the highest classification in the group that they are assigned to lead. Production employees will receive a \$20. per day bonus when required to perform duties outside the plant at supplier locations.

FOR THE YEAR 1996

	Min Rate	6 Mon.	12 Mon.	18 Mon.	24 Mon.
1	\$12.73	\$13.12	\$13.53	\$13.97	\$14.40
2	\$13.12	\$13.53	\$13.97	\$14.40	\$14.85
3	\$13.53	\$13.97	\$14.40	\$14.85	\$15.31
4	\$13.97	\$14.40	\$14.85	\$15.31	\$15.80
5	\$14.40	\$14.85	\$15.31	\$15.80	\$16.31
6	\$14.85	\$15.31	\$15.80	\$16.31	\$16.80
7	\$15.31	\$15.80	\$16.31	\$16.80	\$17.34
8	\$15.80	\$16.31	\$16.80	\$17.34	\$17.89
9	\$16.31	\$16.80	\$17.34	\$17.89	\$18.44
10	\$16.80	\$17.34	\$17.89	\$18.44	\$19.01
11	\$17.34	\$17.89	\$18.44	\$19.01	\$19.63
12	\$17.89	\$18.44	\$19.01	\$19.63	\$20.24

FOR THE YEAR 1997

	Min Rate	6 Mon.	12 Mon.	18 Mon.	24 Mon.
1	\$13.05	\$13.45	\$13.87	\$14.32	\$14.76
2	\$13.45	\$13.87	\$14.32	\$14.76	\$15.22
3	\$13.87	\$14.32	\$14.76	\$15.22	\$15.69
4	\$14.32	\$14.76	\$15.22	\$15.69	\$16.20
5	\$14.76	\$15.22	\$15.69	\$16.20	\$16.72
6	\$15.22	\$15.69	\$16.20	\$16.72	\$17.22
7	\$15.69	\$16.20	\$16.72	\$17.22	\$17.77
8	\$16.20	\$16.72	\$17.22	\$17.77	\$18.34
9	\$16.72	\$17.22	\$17.77	\$18.34	\$18.90
10	\$17.22	\$17.77	\$18.34	\$18.90	\$19.49
11	\$17.77	\$18.34	\$18.90	\$19.49	\$20.12
12	\$18.34	\$18.90	\$19.49	\$20.12	\$20.75

FOR THE YEAR 1998

	Min Rate	6 Mon.	12 Mon.	18 Mon.	24 Mon.
1	\$13.44	\$13.85	\$14.29	\$14.75	\$15.20
2	\$13.85	\$14.29	\$14.75	\$15.20	\$15.68
3	\$14.29	\$14.75	\$15.20	\$15.68	\$16.16
4	\$14.75	\$15.20	\$15.68	\$16.16	\$16.69
5	\$15.20	\$15.68	\$16.16	\$16.69	\$17.22
6	\$15.68	\$16.16	\$16.69	\$17.22	\$17.74
7	\$16.16	\$16.69	\$17.22	\$17.74	\$18.30
8	\$16.69	\$17.22	\$17.74	\$18.30	\$18.89
9	\$17.22	\$17.74	\$18.30	\$18.89	\$19.47
10	\$17.74	\$18.30	\$18.89	\$19.47	\$20.07
11	\$18.30	\$18.89	\$19.47	\$20.07	\$20.72
12	\$18.89	\$19.47	\$20.07	\$20.72	\$21.37

21.8 Classification and Salary Schedule for Office Employees

Job Classifications	Level
Administrative Associate IV	2
Administrative Associate III	4
Administrative Associate II	6
Administrative Associate I	8
Draftsperson IV	5
Draftsperson III	8
Draftsperson II	10
Draftsperson/Designer	13
Engineering Associate IV	5
Engineering Associate III	8
Engineering Associate II	10
Engineering Associate I	13
Sales Correspondent III	8
Sales Correspondent II	10
Sales Correspondent I	13
Buyer/Planner IV	5
Buyer/Planner III	8
Buyer/Planner II	10
Buyer	13
Laboratory Associate IV	5
Laboratory Associate III	8
Laboratory Associate II	10
Laboratory Associate I	13
Field Semiceperson IV	5
Field Serviceperson III	10
Field Serviceperson II	13
Field Semiceperson I	15

FOR THE YEAR 1996

	Min.	Perf.	Max.
1	\$465.02	\$520.75	\$549.04
2	\$488.31	\$546.55	\$576.45
3	\$512.44	\$574.00	\$605.61
4	\$538.23	\$602.28	\$635.56
5	\$565.68	\$633.06	\$668.00
6	\$593.96	\$664.66	\$701.27
7	\$623.08	\$637.94	\$736.21
8	\$653.86	\$732.04	\$771.99
9	\$686.30	\$768.65	\$811.08
10	\$721.24	\$807.75	\$851.85
11	\$757.00	\$847.69	\$894.27
12	\$795.28	\$890.11	\$939.20
13	\$835.21	\$935.04	\$986.60
14	\$875.98	\$980.78	\$1034.86
15	\$920.06	\$1,030.70	\$1,087.27

FOR THE YEAR 1997

	Min.	Perf.	Max.
1	\$476.65	\$533.77	\$562.77
2	\$500.52	\$560.21	\$590.90
3	\$525.25	\$588.35	\$620.75
4	\$551.69	\$617.34	\$651.45
5	\$579.82	\$648.89	\$684.70
6	\$608.81	\$681.28	\$718.80
7	\$638.66	\$715.39	\$754.62
8	\$670.21	\$750.34	\$791.29
9	\$703.46	\$787.87	\$831.36
10	\$739.27	\$827.94	\$873.15
11	\$775.93	\$868.88	\$916.63
12	\$815.16	\$912.36	\$962.68
13	\$856.09	\$958.42	\$1,011.27
14	\$897.88	\$1,005.30	\$1,060.73
15	\$943.06	\$1056.48	\$1,114.45

FOR THE YEAR 1998

	Min.	Perf.	Max.
1	\$490.95	\$549.78	\$579.65
2	\$515.54	\$577.02	\$608.63
3	\$541.01	\$606.00	\$639.37
4	\$568.24	\$635.86	\$670.99
5	\$597.21	\$668.36	\$705.24
6	\$627.07	\$701.72	\$740.36
7	\$657.82	\$736.85	\$777.26
8	\$690.32	\$772.85	\$815.03
9	\$724.56	\$811.51	\$856.30
10	\$761.45	\$852.78	\$899.34
11	\$799.21	\$894.95	\$944.13
12	\$839.61	\$939.73	\$991.56
13	\$881.77	\$987.17	\$1,041.61
14	\$924.82	\$1,035.46	\$1,092.55
15	\$971.35	\$1,088.16	\$1,147.88

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 The purpose of this article is to establish an orderly procedure for the settlement of grievances and every effort will be made to reach a satisfactory settlement as quickly as possible.

All references made to the number of days or time limits in the different steps of the grievance procedure shall be deemed to mean working days and shall exclude Saturdays, Sundays and any other holidays recognized in this Agreement and any other days The Company is required to close the plant. All time limits may be extended by mutual agreement and will be fully documented with copies going to both the Association and the Company Representative.

22.2 A grievance is defined and limited to a complaint or dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. The procedure for filing and discussing grievances is as follows:

STEP 1

If an employee wishes to have a grievance or complaint taken up, it will first be taken up orally with his immediate Supervisor. He will do this personally, with or without his representative being present, within 3 days after the incident giving rise to the grievance became known, or should have become known. The employee's Supervisor will reply to the grievance orally within 2 days after its presentation or within any longer period mutually agreed upon. The Representative alone may represent the employee, at the employee's request.

STEP 2

Any grievance requiring further processing may be referred by The Association President or his designate, in writing, to the Human Resources Department, within a further 3 days. The grievance shall state the nature of the grievance, the section or sections of the Agreement alleged to have been violated and the redress sought.

Within 3 days of the receipt of the grievance, the Human Resources Department or a designate will arrange to meet with The Association President or his designate. The Company will be represented by the Human Resources Department or a designate and, if desired, one other representative of Management. The Association will be represented by the President or his designate and, if desired, the employee's Representative.

If the grievance is not settled at this meeting, the Human Resources Department or the designate shall present his decision, in writing, to The Association executive within 3 days.

STEP 3

If the grievance requires further processing The Association will inform the Human Resources Department within 5 days and a grievance meeting shall be arranged between the Grievance Committee and the Management Representatives designated by the Executive of The Company. The grievance meeting will be held within a further 5 days.

After the meeting has been held between The Association Grievance Committee and

Management Representatives, an answer will be given in writing within 5 days.

22.3 The aggrieved employee will attend any meeting held between The Company and The Association in the processing of the grievance if requested by The Association or The Company.

22.4 If the time allowances provided for above, and any mutually agreed upon extensions, are not observed by The Association, the grievance will be considered as dropped. If such time allowances or extensions are not observed by The Company, then the grievance will be considered to have advanced to the next stage.

22.5 It is recognized that Representatives, members of committees and Association officers have regular duties to perform as employees of The Company.

An executive Association member will assist in the presentation of a grievance.

An Executive member must notify his Supervisor and give specific reason when intending to spend time in respect to a grievance. Permission will not be unreasonably withheld.

An Executive member who is privileged by agreement to take up Association business in an area other than his own will first obtain the consent of the Supervisor of the area before contacting any employee in that area, but such consent shall not be unreasonably withheld.

22.6 The Company will pay for the time lost by Representatives and Committee members during

their normal working hours processing grievances with Management representatives as provided in Article 5.2 of this Agreement. In cases where The Association requests that the grievor be present at the Human Resources or Management Representative meeting to discuss his grievance, The Company will pay the time spent at such meetings by the grievor during his normal working hours or in the case of a group grievance one grievor to represent the group.

22.7 In those cases where it is mutually agreed by Management and Association Representatives that an inspection of the job or area would be helpful in settling a grievance, a sub-committee of The Association shall, with representatives of Management, make an inspection of the job or area.

22.8 Policy Grievance

A Policy Grievance of general application which alleges that there has been a misinterpretation, violation or non-application of the Agreement, by either party to this Agreement shall be submitted in writing to the other party within 10 days after the incident giving rise to the grievance became known or should have become known to the grieving party. Within 5 days of receipt of such notice a meeting will be held between The Company Representatives and The Association Grievance Committee. An Association consultant may be present at this stage when the grievance is discussed. The Party against whom the complaint has been made will give an answer in writing within 5 days of this meeting. If the matter is not settled to the mutual satisfaction of

the parties then it may be processed to the Arbitration stage.

22.9 A grievance by The Company shall be given to the President of The Association, or his designate, in writing, and shall commence at the final stage of the grievance procedure. The Association will give an answer in writing within 5 days of this meeting. If the matter is not thus settled to the mutual satisfaction of the parties then it may be processed to the arbitration stage. Such grievance must be submitted within 5 days after the incident giving rise to the grievance became known or should have become known to The Company.

22.10 The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.

No grievance may be submitted to arbitration by a probationary employee or by The Association on behalf of a probationary employee.

22.11 Special Grievance

If an employee is discharged, The Association President or his designate will be informed in writing within 4 hours of the discharge.

22.12 If an employee wishes to grieve that he has been unjustly discharged, the matter will be taken up as a special grievance. Any such grievance shall first be referred to the Human Resources Department or a designate within 3 days after he has been advised he has been discharged by The Company. The Human Resources Department,

or the designate will give a written response within 2 days. The matter shall be disposed of through the grievance procedure within 14 days of the time the Human Resources Department or the designate receives notice of the grievance. Disposition for members shall be by either resolution of the grievance or its referral to Arbitration.

- 22.13 For members, such special grievances may be settled by confirming The Company's decision in dismissing the member, or by re-instating the member with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the Board of Arbitration.

ARTICLE 23 - ARBITRATION

- 23.1 Where a difference arises between the parties relating to the interpretation, application, or administration of the Agreement, or where an allegation is made that this Agreement has been violated, either of the parties may, within 10 days following receipt of the reply in the final step of the Grievance Procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within 5 days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within 5 days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees

fail to agree upon a Chairman within the above time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- 23.2 No matter may be submitted to Arbitration which has not been properly carried through all earlier steps provided for in this Agreement.
- 23.3 No person may be appointed as an Arbitrator who had been party to an attempt to negotiate or settle the grievance during the grievance procedure. No Company or Association employee shall be eligible to serve as an arbitrator.
- 23.4 Where the Arbitration Board deems it necessary to incur other expenses in connection with the case, the Board will consult with the parties before making its decision re: incurring such expenses. Expenses which may be incurred in connection with the services of the Chairman or arising out of this Section will be borne equally by both parties to this Agreement.
- 23.5 The decision of the Board will be final and binding upon the parties and, recognizing the importance of promptly disposing of all such cases, the Board will be requested to meet at the earliest opportunity and should render its decision within 7 days from the time the matter was referred to them.

SIGNED AT PETERBOROUGH, THIS 13th DAY OF MAY
1996

FOR THE ASSOCIATION:



Cynthia Daniels

Charmaine Kent

Marilyn Heard

Rose Van Bendoren

FOR THE COMPANY:

Claude Brily

Lindy Fairclaw

Frank

M. S. L.

LETTERS OF UNDERSTANDING

1. TEMPORARY EMPLOYEES

1. A vacancy of a specified duration, as mentioned in clauses 20.19 and 20.22 is a vacancy caused by the temporary absence of a member due to illness, accident, or leave of absence and lasts longer than 20 days. The vacancy would end when the absent member returns or leaves the employ of The Company.
2. An employee who is hired to fill, and is filling, a vacancy of specified duration (hereinafter called temporary employees)
 - a) shall not be eligible for Association membership
 - b) shall receive, as required by law
 - (I) Vacation Pay
 - (ii) Holiday Pay
 - (iii) Canada Pension Plan contributions
 - c) shall, after sixty days of continuous employment with The Company be required to pay regular Association dues and receive the benefits of
 - (i) Bereavement pay Art. 16)
 - (ii) Sick\Accident pay (Clause 19.5)
 - (iii) One sick day for, and after, every 20 days worked
 - (iv) Safety glass subsidy (Clause 8.3)
 - (v) Safety shoe subsidy (Clause 8.4)
 - (vi) Jury/witness pay (Article 15)
 - (vii) Weekly indemnity (Clause 19.6)
 - (viii) Vision Care (Clause 19.10)

- d) shall not receive the benefits of
 - (i) Group Life Insurance (Clause **19.2**)
 - (ii) Comprehensive Health Insurance (Clause **19.3**)
 - (iii) Dental insurance (Clause **19.4**)
 - (iv) Travel Accident Insurance (Clause **19.8**)
 - (v) Long Term Disability (Clause **19.7**)
 - (vi) Pension Plan (Clause **19.9**)
 - (vii) Orthodontic Features of dental care (Clause **19.4**)
- e) shall not have recourse to grievance or arbitration in case of dispute of discharge or layoff

3. If the vacancy of specified duration which the temporary employee has been filling has become permanent, and if the temporary employee is hired for the permanent job, seniority will date back to the date of hire.

2. SHIFT PREMIUM

Shift premium will be paid to employees when they actually work the hours in the shift. This is to avoid confusion regarding the shift premium for banked hours. It also should apply for other non-worked hours such as holidays, vacation etc.

3. JOB EVALUATIONS

Milltronics and The Employees' Association of Milltronics are committed to discussing / reviewing the proposal on the evaluation of jobs and classifications set forward in the rejected tentative agreement presented February **21, 1996**.

Initial discussions/reviews will focus on answering questions and concerns pertaining to this issue raised by the Association membership. It is anticipated that this initial process will take approximately 8 weeks, at which time there must be agreement between Milltronics and the Employees' Association of Milltronics on the viability of pursuing this process of evaluation to the end. It is understood that the Employees' Association of Milltronics will review and receive direction from its membership prior to the agreement set out above.