

COLLECTIVE AGREEMENT

BETWEEN

SIEMENS MILLTRONICS PROCESS
INSTRUMENTS INC.

AND

THE EMPLOYEES ASSOCIATION OF
MILLTRONICS

(JANUARY 1, 2002 to DECEMBER 31,2004)

11433(03)

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ARTICLE 0 - COLLECTIVE AGREEMENT

- 0.1 This Agreement is between Siemens Milltronics Process Instruments Inc. (The Company) and The Employees' Association of Milltronics (The Association).

***ARTICLE 1 - PURPOSE AND SCOPE¹**

- 1.1 This Agreement reflects the collective bargaining process that Siemens Milltronics and The Employees Association of Milltronics developed for the purpose of maintaining and promoting a mutually beneficial relationship.

It recognizes the value of this process in all matters pertaining to employment, working conditions, wages and benefits in order to promote the morale, wellness and security of all employees in the bargaining unit.

It encourages the efficiency in operations and supports the Siemens Milltronics vision.

It promotes a joint working relationship by recognizing the value of open communications for the purposes of ensuring responsible contract language, problem-solving and creating a proactive environment.

It reflects our principles to create a solid business foundation and a stable future for all employees of Siemens Milltronics.

***ARTICLE 2 - RECOGNITION²**

- 2.1 The Company recognizes The Employees' Association of Milltronics as the exclusive bargaining agent for all employees of Siemens Milltronics at Waterbury, save and except such persons at the rank of sales representatives, MIS, professional engineers, product specialists, quality specialists, process specialists, production assistants, purchasing agents, clerks and other positions.
- 2.2 There shall be no discrimination or retaliation by Managers/ 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 The Association.
- 2.3 The Company agrees that neither its agents, nor persons employed directly or indirectly by The Association, will not discriminate against or interfere with other persons employed by The Company.

A member is defined as a permanent employee who has worked 60 days in continuous employment with the Company.

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

ARTICLE 3 - DURATION

- 3.1 This Agreement shall become effective on the ~~1st day of January 2002~~ and shall remain in effect until the ~~31st day of December 2004~~, 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 Disciplinary Actions

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.

4.3 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 Siemens Milltronics, rules and regulations.

4.4 Outsourcing

With respect to any outsourcing 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 outsource 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 Technological Change

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

***ARTICLE 5 - ASSOCIATION- MANAGEMENT JOINT COMMITTEE³**

- 5.1 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.

The parties acknowledge the mutual benefits to be derived from ongoing joint consultation. The Association Management Joint Committee (AMJC) is established to provide such a process.

AMJC meetings will be held when required in addition to regular meetings which will be held not less than once per month.

No AMJC meetings will be official unless two members are present from each of The Company and The Association.

The AMJC cannot alter or amend the Collective Agreement in any way that is contrary to the Corporate principles and/or Association principles, bylaws and constitution.

5.2 Workplace Innovation

The AMJC will discuss/review 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, continuous improvement and significant changes to job re-organization.

The AMJC **will**, in the spirit of mutual respect, work co-operatively in the expeditious resolution of any conflicts arising from these issues. This does not preclude management's rights to direct or implement workplace innovations.

***ARTICLE 6 - ASSOCIATION REPRESENTATION⁴**

- 6.1 The Company and The Association mutually agree that The Association Executive will be paid their regular wages and benefits by The Company when conducting Association business, as well as negotiations and grievances during working hours. The Association Executive will not be unreasonably absent from regular work duties, and will consider current business priorities. Time spent by Association Executives, outside of regularly scheduled working hours, will be considered time worked, provided this time is approved, in advance, by The Association Executive's Manager/Supervisor. When a particular Association Executive is required in an emergency situation or for scheduled meetings with Joint Management Association Committees (i.e. AMJC, Pension Committee, Benefits Committee, etc) the Manager/Supervisor will be notified. In all cases the Manager/Supervisor and The Association Executive will agree to how time worked outside of business hours will be recognized. 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 The Association.

It is further recognized that the members of The Association Executive or designates will participate in educational opportunities outside of the workplace, for the purpose of acquiring the necessary skills and tools to conduct their business with the membership and The Company in a responsible, timely and knowledgeable manner. The Association Office Manager will submit a training plan for approval of wages to be paid by The Company once yearly prior to budget time based on forecasted education and training requirements. Budget deadlines will be communicated at the AMJC meeting.

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.

The Company will provide The Association an office to conduct their business.

- 6.2 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 for any grievance in accordance with the provisions of Article 25 of this Agreement.

- 6.3 The Negotiating Committee of not more than three members plus the President and Vice President of The Association, and any consultants appointed by The Association, will represent the employees in negotiations for renewal of this Agreement.
- 6.4 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.
- 6.5 The Company will supply The Association as they arise:
- a copy of any job postings
 - copies of the names of successful job candidates
 - temporary employee information prior to employment, as well as, job classification, member who he/she is replacing, specific duration of employment.

On a monthly basis **The** Company will supply The Association:

- a seniority list, including as a minimum, information known to Human Resources regarding members' status as per STD, LTD, Maternity Leave, Leave of Absence and WSIB and dates that status changed.

As requested The Company will supply:

- An anonymous list of overtime hours worked YTD.
- 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.
- Access to employees' training and education file with employees written permission.
- Organizational chart.

ARTICLE 7 - STRIKES AND LOCKOUTS

7.1 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.

7.2 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.

7.3 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.

7.4 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 8 - DEDUCTION OF ASSOCIATION DUES

- 8.1 As a condition of employment all employees hired into an Association position shall be required to pay the regular amount of Association dues, **as** appropriately certified to The Company from time **to** time by The Association from the first day of employment. This does not include employees hired into Association positions under Article 23.3 Temporary Position Less than 20 day clause.

Probationary employees will be required **to** pay the regular amount of Association dues. It is understood that payment of dues by probationary employees does not affect The Company's rights under the Collective Agreement, including, but not limited to Articles 2.3, 4.1 and 25.6. For greater certainty, the parties acknowledge that probationary employees do **not** have the right **to** submit a grievance to arbitration.

- 8.2 The Company will provide for the deduction of regular Association dues from an employee's pay and remit those dues **to** The Association monthly. Dues shall be deducted from the employee'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 employees for whom the deduction was made.

- 8.3 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 employee for amounts deducted from wages as herein provided.
- 8.4 Association members shall remain in good standing and will be required to pay dues while receiving Short Term Disability for one or more full work weeks.
- 8.5 The Company agrees that the total annual dues deducted from each employee will be recorded on their annual T4 slip for Income Tax Purposes.

ARTICLE 9 -WORKING CONDITIONS

9.1 Health and Safety

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.

9.2 If requested, The Company and/or The Association Representative or designate will assist an employee when filling out a report required by the Workers' Safety Insurance Board (WSIB). On request, in writing, an employee will receive a copy of all documentation regarding the claim.

9.3 Personal Safety Equipment

Upon proof of purchase, The Company will contribute to the cost of 1 pair of safety shoes or boots up to a maximum of \$110.00, 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.

Safety shoes destroyed while at work for The Company or deteriorated following normal utilization before the 12-month period will also be replaced at The Company's discretion.

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

ARTICLE 10 - NORMAL WORK WEEK

The principles around this article are...

- that individual employee needs are recognized
- no negative impact to business measurements
- ensuring business needs are realized
- managed by the team and approved by the Manager/Supervisor

- 10.1 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.

The normal work week shall be as follows, from Monday to Friday inclusive, excluding shift schedules.

- 10.2 OFFICE/SALARIED EMPLOYEES:

Normal Work Week:

Thirty-seven and one half hours (37.5) per week or 40 hours per week for Product/Service employees.

Flex Hour Program:

25
Core hours are 9:00 a.m. to 3:00 p.m. during which all employees must be at work except for their lunch period (minimum ½ hour) and totalling 7½ hours per day or 8 hours per day for Product/Service employees.

Flex hour schedules must be scheduled in advance and agreed to by the Manager/ Supervisor and must be communicated to internal and external customers.

In areas where business needs require coverage beyond the hours outlined in this article, it is agreed that the Manager/ Supervisor of the area will work in consultation with the team in the area affected to come to an agreement on hours of work to provide the necessary coverage. In cases where teams cannot agree to common work hours the hours of work will be determined by the Manager/Supervisor.

The continuance of flex hours will be conditional upon maintaining or exceeding current business measurements including but not limited to: on-time delivery, absenteeism and Quality measures.

It is understood that if these measurements are not maintained, The Company may cancel the Flex Hour program on an individual, team or department basis and revert to a fixed start time determined by the department Manager/Supervisor.

Summer Hours:

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.
Friday - 9:00 a.m. to 11:30 a.m.

For summer hours where The Company has a need to maintain coverage it is agreed that the Manager/Supervisor of the area will work in consultation with the team in the area affected to come to an agreement on hours to provide the necessary coverage. In cases where teams cannot agree to common work hours the hours of work will be determined by the Manager/Supervisor.

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

10.3 PRODUCTION/HOURLY EMPLOYEES:

Normal Work Week:

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

In areas where business needs require coverage beyond the hours of work outlined in this article, it is agreed that the Manager/Supervisor of the area will work in consultation with the team in the area

affected to come to an agreement on hours of work, to provide the necessary coverage. In cases where teams cannot agree to common work hours the hours of work will be determined by the Manager/Supervisor.

These hours of work must be scheduled, in advance, as normal working hours.

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

Shift times will be as follows:

- i) One shift areas:

Flex Hour Program:

Core hours are 8:00 a.m. - 3:00 p.m. during which all employees must be at work except for a lunch period (½ hr unpaid break) and totalling 8 hrs per day.

Start times will be one of the following: 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m.

Flex hour schedules must be scheduled in advance and agreed to by the team and the Manager/Supervisor, and must be communicated to internal and external customers.

Production/Hourly Employees working on specified Manufacturing Teams will be required to work the same hours including start times, break times and lunches. The Teams requiring these hours of work will be determined and identified by the Manager /Supervisor. The hours of work will be determined by the team and agreed to by the Manager/ Supervisor. In cases where teams cannot agree to common work hours, the hours of work will be determined by the Manager/Supervisor.

The continuance of flex hours will be conditional upon maintaining or exceeding current business measurements including but not limited to: on-time delivery, absenteeism and Quality measures.

It is understood that if these measurements are not maintained, The Company may cancel the Flex Hour program on an individual, team or department basis and revert to a fixed start time determined by the department Manager/Supervisor.

ii) Two Shift Areas:

Day Shift: 6:30 a.m. to 3:00 p.m. – 5
eight (8)hour shifts
Monday to Friday (½ hour
unpaid meal break)

Afternoon Shift: 2:45 p.m. to 1:15 a.m. – 4
ten (10) hour shifts
Monday to Friday morning
(½ hour unpaid meal
break)

- 2 shift areas are not eligible for the flexible hour program.
- Shifts will be worked on a two-week rotation basis.
- Persons working the Afternoon shift will receive a \$0.70 per hour shift premium.

iii) Three shift areas:

Day Shift: 6:45 a.m. to 3:00 p.m. – 5
eight (8)hour shifts
Monday to Friday (½ hour
meal break, ¼ hour paid,
¼ hour unpaid)

Afternoon Shift: 2:45 p.m. to 11:00 p.m. – 5
eight (8)hour shifts
Monday to Friday (½ hour
meal break, ¼ hour paid,
¼ hour unpaid)

Midnight Shift: 10:45 p.m. to 7:00 a.m. – 5
eight (8)hour shifts
Sunday to Friday morning
(½ hour meal break, ¼
hour paid, ¼ hour unpaid)

- 3 shift areas are not eligible for the flexible/summer hour program.
- Shifts are not rotational.
- Persons working the afternoon shift will receive a \$0.70 per hour shift premium.
- Persons working the midnight shift will receive a \$0.85 per hour shift premium.
- Initially, the shift will be filled on a seniority basis (by preference.) Thereafter, vacancies will be filled for the shift where the opening occurs.

Summer Hours

For summer hours starting the first Monday in June until the Friday before Labour Day, summer core hours are:

Monday - Thursday - 8:00 a.m. - 3:00 p.m.
(9 hour shifts)

Friday - 8:00 a.m. - 10:00 a.m. (4 hour shift)

Start times will be one of the following: 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m.

For two shift operations the summer hours will be:

Day Shift: 6:00 a.m. to 3:15 p.m. – 4
eight and three quarter ($8\frac{3}{4}$)
hour shifts Monday to
Thursday.

6:00 a.m. to 11:00 a.m. – 1
five (5) hour shift on Friday

Afternoon Shift: 3:00 p.m. to 1:30 a.m. – 4
ten (10) hour shifts
Monday to Friday morning

- 10.4 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 11 - REPORTING FOR WORK

- 11.1 The Company will take reasonable steps to give employees advance notice of any change or cancellation of regular working hours per the Emergency Plant Closures Policy and will be paid according to the provisions in the policy.
- 11.2 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/she is unable to return to work, or is directed not to do so, he/she will be paid for the remainder of the shift in which he/she left the plant. If the employee is able to return to work he/she shall be paid for that part of the shift he/she was absent receiving medical attention.
- 11.3 Any employee called 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/her regular rate for such call-in.

ARTICLE 12 - REST PERIODS

- 12.1 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.
- 12.2 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 13 - OVERTIME

- 13.1 Overtime is defined as, the time worked by an employee in excess of those hours contained in their regular week as stated in Article 10. If occasions arise necessitating overtime, employees are expected to cooperate with The Company.

Overtime will be offered to personnel as follows:

1st within a team to all team members

2nd within immediate department
Manager/Supervisors area

3rd within classification

4th outside classification

- 13.2 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 Production/Hourly and Product/Service employees and up to and including 45 hours a week for Office/Salaried employees.	One and one half times the Employee's regular rate
Hours worked in excess of 48 hours a week for Production/Hourly and Product/Service employees and 45 hours a week for Office/Salaried employees. Sunday, Statutory, or Plant Holiday per Article 15.1	Double the Employee's regular rate

13.5 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 Manager/Supervisor.
- ii) Production/Hourly and Product Service employees may bank hours up to a maximum 40 hours and Office/Salaried employees may bank hours up to a maximum of 37.5 hours.
- iii) Minimum deposit to the bank will be $\frac{1}{2}$ hour. The maximum deposit to the bank will be 4 hours in any one week for production/hourly and product service employees and 6.5 hours in any one week for Office/Salaried employees.
- iv) Minimum withdrawal will be $\frac{1}{2}$ hour for any one transaction.
- v) Maximum withdrawal will be 40 hours for Production/Hourly and Product Service employees and 37.5 hours for Office/Salaried employees 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 Manager/Supervisor. Note: business requirements and coverage take precedence when determining whether banked hours can be withdrawn. Permission will not be unreasonably withheld.

13.6 Overtime for Product Service Employees

For Product Service Employees, a normal work week of forty hours is in effect, consisting of eight hours per day, Monday through Friday.

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.

13.7 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.

13.8 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.

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

- i) While in transit (travelling) for any reason, the only overtime available will be a maximum of 10 hours per day on Saturday, Sunday or Plant 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.

- ii) All other Product/Service employee overtime will be paid according to Article 13.2.

ARTICLE 14 - VACATIONS

- 14.1 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.

- 14.2 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/her 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.
- 14.3 It is the intention of The Company to notify employees of plant shutdown no later than March 1st of each year. Requests for vacation entitlements in excess of two weeks should be submitted to the employee's immediate Manager/Supervisor no later than March 15th each year. This will facilitate requests being scheduled, planned and easily accommodated. The Manager/Supervisor will let the employee know if their request has been granted no later than May 15th each year.

Should business circumstances prevent an employee from using their scheduled additional vacation by the end of the calendar year he/she may choose one of the following options:

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

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

14.5 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.

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

ARTICLE 15 - HOLIDAYS

15.1 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

15.2 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: 2002, Monday July 1; 2003, Monday, June 30; 2004, Friday, July 2.

These dates reflect summer hours.

When a holiday falls on a Friday, the holiday shall be observed on the preceding

Thursday for employees working the four day shift schedule.

- 15.3 Payment will be made to an employee having 30 days worked or more of service provided he/she worked the regular scheduled work day immediately preceding and following the holiday, or provided reasons satisfactory to The Company.
- 15.4 Should a holiday occur during an employee's vacation, an additional vacation day will be granted.
- 15.5 The plant will be shut down from December 25, 2002 to January 1, 2003 inclusive. Floating holidays will be used on December 27 and 30 and the day before Christmas Holiday will be used on the 31st of December 2002.

The plant will be shut down from December 25, 2003 to January 1, 2004 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 2003. The plant will be shut down on January 2, 2004. Time will be made up by banked hours prior to January 2, 2004, or vacation time/leave of absence may be taken on January 2, 2004. Choices to be mutually agreed upon with the Manager/Supervisor.

The plant will be shut down from December **24, 2004** to December **31, 2004** inclusive. Floating holidays will be used on December 29 and 30 and the day before Christmas Holiday will be used on the **24 of December 2004**. Christmas Day Holiday will be recognized on December **27**, Boxing Day Holiday will be recognized on December **28** and New Year's Day Holiday will be recognized on December 31.

***ARTICLE 16 - JURY/WITNESS PAY⁵**

- 16.1 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/her 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/her regular pay cheque and endorsing his/her cheque from the courts over to The Company. Allowances will be made for shift workers regarding their shift.
- 16.2 Jury or witness duty is considered to be hours worked for the purposes of determining eligibility for holiday pay.

ARTICLE 17 - BEREAVEMENT PAY

17.1 An employee absent from work due to the death and attendance at the funeral of the relatives (including step) listed in 17.2 will be paid bereavement pay for time not worked up **to** the maximum number of working days for each such bereavement.

17.2 Bereavement pay **of** 5 working days applies upon the death of spouse, child, parent, brother, sister or grandchild.

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

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

ARTICLE 18 - LEAVE OF ABSENCE

- 18.1 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.

ARTICLE 19 - FINANCIAL ASSISTANCE FOR EDUCATION

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- 19.1 Tuition will be paid by The Company for pass marks in courses per the "Siemens Milltronics Corporate Education, Training & Development Policy" which will be of benefit to The Company and the member in his/her career with The Company, providing prior written approval has been obtained from The Company.

***ARTICLE 20 - FUTURE PLANNING⁶**

20.1 Pension Plan

The Company and The Association agree that in order to fully recognize and understand the issues, questions and concerns pertaining to all members of the Siemens Milltronics Pension Plan, the make-up of the Pension Committee will be as follows:

- Association representation will be equal to non-association representation.
- In addition, there will be one representative from each of the following areas: Human Resources, Finance and The Association Executive.

It is understood that it is the responsibility of the Pension Committee to communicate plan information and obtain feedback from Pension Plan members at least once yearly.

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. (SEE LETTER OF UNDERSTANDING No.3)

For more information, please refer to the Pension Booklet which is available from the Human Resources department.

20.2 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 Siemens Milltronics. This roll over option is subject to Group RRSP requirements and Canada Customs and Revenue Agency source deduction requirements. 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 21 - BENEFITS

The Company pays 100% of the premium for each of the following benefits.

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 following outlines the principal features included in the benefits program, but they are not to be considered the contract of insurance.

21.1 Group Life Insurance

Each member is insured for two times his/her basic annual earnings plus two times his/her basic annual earnings for accidental death or dismemberment.

21.2 Comprehensive Health Insurance

This benefit provides for certain medical expenses beyond those provided by OHIP, such as specific drugs and medication prescribed by a doctor, or an authorized health care professional, 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.

21.3 Dental Insurance

This benefit covers periodic examinations, consultations, specific diagnostic procedures, x-rays, 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. i.e.; 2001 ODA rates will be paid in 2002. Effective January 1, 1993, the plan will provide major restorative - crowns, bridges, and dentures only, 50% co-insurance at an overall combined maximum of \$3000 annually per employee and per eligible dependant for routine and major restorative work.

Orthodontic coverage will apply to a lifetime maximum of \$2000 per family, for children under the age of 18.

21.4 Long Term Disability

Long Term Disability benefits of 60% of the members' basic monthly salary received immediately prior to the date of the disability will be applied for, and if approved, to commence with the 106th day of disability.

21.5 Travel Accident Insurance

This benefit provides 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.

21.6 Vision Care

Upon proof of purchase, The Health Plan will reimburse/contribute 100% of the cost up to a maximum of \$225.00, once every twenty four months, towards the purchase of prescription glasses or contact lenses, for the employee and up to \$100 for a spouse and each dependant.

Upon proof of receipt, The Health Plan will reimburse/contribute 100% of the cost up to a maximum of \$50, once every twenty-four months, towards a member's eye examination.

21.7 Early Retirement Benefits

Employees who retire early (after age 60 with 15 or more years of service or after 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.

The Company pays 100% of the cost for each of the following benefits:

21.8 Sick Pay

Production/Hourly Employees and Product/Service Employees

On receipt of medical evidence satisfactory to The Company members will receive 16 hours sick leave per calendar year at a rate of basic weekly earnings to be taken in half-hour segments. Unused sick hours may be accumulated to a maximum of 120 hours. After this period the member then begins Short Term Disability to the limits stated in Article 21.9. Sick Pay and Short Term Disability may not be received at the same time.

Employees working on the afternoon shift will have their sick hours pro-rated according to the following schedule:

Actual Sick Hours Taken	Pro-rated Sick Hours
½	.4
1	.8
1 ½	1.2
2	1.6
2 ½	2.0
3	2.4
3 ½	2.8
4	3.2
4 ½	3.6
5	4
5 ½	4.4
6	4.8
6 ½	5.2
7	5.6
7 ½	6
8	6.4
8 ½	6.8
9	7.2
9 ½	7.6
10	8

Office/Salaried Employees

On receipt of medical evidence satisfactory to The Company members will receive **15** hours sick leave per calendar year at a rate of basic weekly earnings to be taken in half-hour segments. Unused sick hours may be accumulated to a maximum of **112 ½** hours. After this period the member then begins Short Term Disability to the limits stated in Article **21.9**. Sick Pay and Short Term Disability may not be received at the same time.

21.9 Short Term Disability

On receipt of satisfactory medical evidence, members will be entitled to receive Short Term Disability benefits from the first day of accident or hospitalization including outpatient surgery in any medical facility, or the third working day of sickness for a maximum period of **105** days in the amount of **66 2/3%** of basic weekly earnings.

***ARTICLE 22 - SENIORITY'**

22.1 Seniority as referred to in this Agreement shall mean total service accumulated in The Association subject to Article 22.2. The acquisition, accumulation and continuance of seniority is subject to the conditions set out below. This happens 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 seniority, to a maximum of 36 months.
- iii) is absent due to a WSIB compensable injury.
- iv) is on an authorized Leave of Absence. Seniority shall accrue for the first four calendar months of the leave of absence.

Service credits as referred to in this Agreement shall mean the length of an employee's total accumulated continuous service with The Company,

22.2 Probation

An employee will be considered on probation and will not be placed on the seniority list until he/she becomes a member. Seniority will then date back to the date of hire.

Termination or layoff of probationary employees shall not be subject to arbitration in cases of dispute.

22.3 Super Seniority

Provided The Association President has a minimum five (5) years seniority and has completed two (2) years as a member of The Association Executive, he/she will hold super seniority in the case of a layoff. Should The Association President not meet these minimum requirements, The Association Executive member with the most seniority will hold super seniority. If however none of the remaining Association Executive meets the above criteria, then super seniority will default to the President. In all cases, the member holding the super seniority must meet the criteria in Article 22.9.

22.4 Layoff/Termination

In the case of layoff and/or termination due to lack of work, layoffs will be by occupational classification. Total seniority 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 his/her 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 **22.10**, 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/she 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.

- 22.5 Minimum notice of temporary layoff will be two working days. In lieu of this notice, the member would receive two days' 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.
- 22.6 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/her entitlement of notice under the Act.
- 22.7 Laid off members, shall have the right of recall for a period equal to their seniority, with a minimum of 12 months and a maximum of 36 months.
- 22.8 An employee's name shall be removed from the seniority list and his/her employment terminated for the following reasons:
- i) He/she voluntarily quits his/her employment.
 - ii) He/she 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 his/her seniority, with

a minimum of 12 months and a maximum of 36 months.

- *iv)⁷ He/she, 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/she 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/she is retired.
- vii) An employee who is unable to report for work will be expected to notify The Company by the time that he/she 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/she accepts gainful employment while on a leave of absence.

22.9 Bumping Rights

A member about to be laid off shall have the right to exercise his/her seniority by replacing an employee with less seniority provided the job within the occupational classification is the same level or lower and he/she can perform the normal requirements 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 a higher occupational classification than he/she 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 10 working day familiarization period.

Leaders cannot be bumped.

22.10 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 requirements of the currently available work will be recalled in order of seniority.

22.11 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/her name from the recall list.

22.12 Hiring into Non-Association Positions

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

ARTICLE 23 - FILLING VACANCIES AND JOB POSTINGS

23.1 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, with the exception of Leader positions.

An employee is required to inform in writing his/her Manager/Supervisor when applying for a posting.

A transition schedule for successful candidates of all vacancies will be determined between the employee, the employee's current Manager/Supervisor and the hiring Manager/Supervisor.

Types of Vacancies

23.2 Permanent Positions

Permanent Positions Greater Than 20 Days In Duration

A Permanent Position is defined as a position within an occupational classification for which there is a need to hire an

employee, for a period of greater than 20 days duration.

Permanent Position vacancies shall be posted for 3 days. The Association Executive shall receive a copy of all Permanent Position vacancy postings.

An employee who has been successfully confirmed on a permanent job posting, may only be successfully confirmed for one more permanent job posting within a 12 month period. The period will start on the start date of the first confirmed **job**.

Permanent Part-Time Switchboard Relief/Clerical Position

A permanent part-time Switchboard Relief/Clerical position is defined as a position within the Administrative Associate III Classification for which there is a need to hire an employee for part-time work of 20 hours per week for Switchboard Relief/Clerical Assistance.

This permanent part-time position shall be posted for three (3) days. The Association shall receive a copy of this vacancy posting.

This position shall receive the benefits of:

- Bereavement Pay (Article 17)
- Jury/Witness Pay (Article 16)

- Safety Shoe subsidy (Article 9.3)
- Eligible to join the Siemens Milltronics Employee Pension Plan
- Vacation pay shall be paid at the appropriate percentage of earnings as outlined in Article 14.1
- Seniority/Service credits will be earned by calculating hours worked.

23.3 Temporary Positions

The Company and The Association recognize that in order to meet the requirements of the business, temporary employees/workers may be employed in one of the following ways:

Temporary Positions Less Than 20 Days

Temporary employees may be employed for less than 20 days from time to time. Such temporary employees do not have access to the rights and privileges of this agreement. The Company will provide The Association, in writing, with the start date and occupational classification of all temporary employees as close as possible to the temporary employees' start date. In addition, The Company will provide The Association, in writing, a summary of the start dates, end dates and occupational classifications of all temporary positions less than 20 days on a monthly basis.

Temporary Positions Less Than 20 Days do not fall under the posting provisions of this Collective Agreement.

Temporary Positions Greater Than 20 Days
And Less Than 12 Months In Duration

A Temporary Position is defined as a position within an occupational classification for which there is a need to hire an employee, for a period of greater than 20 days and less than 12 months in duration. Temporary Positions do not include Special Project Transfers as referred to in article 23.4.

Temporary Position vacancies shall be posted for 3 days. The Association Executive shall receive a copy of all Temporary Position vacancy postings.

Employees who have accepted a temporary position should fulfill the term of the temporary posting.

A Temporary Position caused by the temporary absence of a member due to illness, accident, or leave of absence would end when the absent member returns or leaves the employ of The Company.

A Temporary Employee hired externally for a Temporary Position:

- i) shall not be eligible for Association membership;
- ii) shall receive Association rates of pay for that Occupational Classification;
- iii) shall after sixty days of continuous employment with The Company receive the benefits of:
 - Bereavement pay (Article 17)
 - 16 hours of Sick Pay for Production/Hourly employees and 15 hours for Office/Salaried employees
 - Safety Shoe Subsidy (Article 9.3)
 - Jury/Witness Pay (Article 16)
- iv) shall not have recourse to grievance or arbitration in case of dispute of discharge or layoff.

If the Temporary Position which the temporary employee has been filling becomes permanent, and if the temporary employee is hired for the permanent job, seniority will date back to the date of hire.

If after continuous employment with The Company, a Temporary Employee is hired for any permanent position, seniority will date back to the date of hire.

A successful candidate transferred to a temporary position shall be returned to his/her former occupational classification when the specified duration of the position has expired. Should a temporary position become permanent, the permanent vacancy shall be re-posted.

Temporary Positions Through Employment Agencies

Employment Agency workers may be employed from time to time in the following occupational classifications:

- Assembler
- Material Handler
- Test III

In the event The Company engages workers from an employment agency to perform Association work, The Company agrees to pay an amount in respect of Association dues on a monthly basis in accordance with a mutually agreed formula, it being understood, however, that such temporary workers are not employees under this agreement and do not have access to the rights and privileges of this agreement.

Such temporary workers hired from an employment agency will not perform Association work in the same occupational

classification for a period in excess of sixty (60) working days, unless there is a written agreement between The Company and The Association extending the duration.

It is also agreed that when an employment agency worker has worked fifty (50) working days within a six (6) month period in the same occupational classification, The Company and The Association will determine either if a permanent and/or temporary posting for that occupational classification is required, or if an extension is required.

The Company will provide The Association, in writing, with the start date and occupational classification of all employment agency workers as close as possible to the employment agency workers' start date. In addition, The Company will provide The Association, in writing, a summary of the start dates, end dates and occupational classifications of all employment agency workers on a monthly basis.

Temporary Positions Through an Employment Agency do not fall under the posting provisions of this Collective Agreement.

In the event The Company requires an employment agency worker during May, June or July, students will be given first

consideration for work before employment agency workers. Refer to Article 23.14.

23.4 Temporary Transfers

Postings are not required for Temporary or Special Project Transfers. (See Special Project Transfer Policy)

Temporary Transfers Less Than 20 Days In Duration

A Temporary Transfer is defined as a position within an occupational classification for which there is a need to transfer an employee from another occupational classification for a period of less than 20 days duration. By mutual agreement between The Company and The Association this 20 day period may be extended for an additional 20 days.

The Company will provide to The Association Executive the name of any employee who is transferred to a different classification for more than 20 hours in a week. (Excluding coverage when a member is unavailable to perform the necessary duties i.e. absence, vacation etc.)

Temporary Special Project Transfers

A Temporary Special Project Transfer is defined as the transfer of a

Production/Hourly employee to R&D for a specific project. The duration will be determined and mutually agreed upon prior to the transfer; an extension of this transfer may occur upon mutual agreement of the parties involved.

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- 23.5 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 required qualifications. The Association will be notified in writing of all such phone calls made, and will receive a copy of all such letters sent.
- 23.6 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.
- 23.7 All members who have applied for a posted position will be informed of the disposition within thirty working days.
- 23.8 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 posted vacancies, such consideration not to be exercised in an arbitrary or discriminatory manner. *It* is the responsibility of The

Selection Committee **to** fill such vacancies with qualified individuals.

- 23.9 When more than one employee is considered qualified **to** perform the duties, as outlined, for the job, seniority will be the governing factor.
- 23.10 Unsuccessful candidates for posted jobs will be **so** notified, verbally or in writing when requested, prior to posting the name of the successful candidate. Only the name of the successful candidate will be posted for three days. The Association Executive will receive, in writing, the name of the successful candidate prior **to** the posting.
- 23.11 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/she will be returned **to** a position **at** no less than his/her former pay level. The employee and the Manager/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.

- 23.12 Any vacancies created by the selection of an employee on this basis shall be covered by the posting provisions of this Article.
- 23.13 Where no employee meets the qualifying factors under this Article, **The** Company will be free to fill the job at its own discretion.
- 23.14 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.

23.15 · 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/her department. If The Association does not agree to the promotion, the posting provisions of this Agreement shall apply. Promotions will be posted.

ARTICLE 24 - OCCUPATIONAL CLASSIFICATIONS

- 24.1 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 The Association will attempt to reach an agreement.
 - iii) Should it still be necessary, The Company and The Association may take such disagreement to an Arbitrator in accordance with provisions of Article 26 of this Agreement.
 - iv) In reaching its decision on the value of the revised or new classification the Arbitrator is confined to evaluating the classification in relationship to the value of existing classifications in this Agreement.

- 24.2** A new employee will be hired at not less than the minimum rate for the occupational classification for which he/she is hired and will be advanced in accordance with the progression and rates set out in the schedule provided he/she 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.
- 24.3** A member who is hired into a different classification or a different level will be treated the same as a new employee except his/her rate will not be below his/her 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.
- 24.4** 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.

24.5 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/she is expected to accomplish and how he/she 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/her 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.

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

24.7 Occupational Classification and Wage
Schedule for Production/Hourly Employees

Occupational Classification	Level
General Labourer	1
Assembler	4
Custodian	4
Electro-Mechanical Maintenance Asst.	4
Material Handler	4
Manufacturing Associate	5
Electro-Mechanical Assembler III	6
Quality Assurance Inspector II	6
Test III	6
Technical Operator	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 occupational classification in the group that they are assigned to lead.

Production/Hourly employees will receive mileage and expense reimbursement when required to perform duties outside the plant at supplier locations.

FOR THE YEAR 2002 (2% Increase)

Level	Min Rate	6 Mon.	12 Mon.	18 Mon.	24 Mon.
1	14.69	15.14	15.63	16.14	16.62
2	15.14	15.63	16.14	16.62	17.14
3	15.63	16.14	16.62	17.14	17.66
4	16.14	16.62	17.14	17.66	18.25
5	16.62	17.14	17.66	18.25	18.82
6	17.14	17.66	18.25	18.82	19.38
7	17.66	18.25	18.82	19.38	20.01
8	18.25	18.82	19.38	20.01	20.64
9	18.82	19.38	20.01	20.64	21.29
10	19.38	20.01	20.64	21.29	21.93
11	20.01	20.64	21.29	21.93	22.64
12	20.64	21.29	21.93	22.64	23.37

FOR THE YEAR 2003 (2% increase)

Level	Min Rate	6 Mon.	12 Mon.	18 Mon.	24 Mon.
1	14.98	15.44	15.94	16.46	16.95
2	15.44	15.94	16.46	16.95	17.48
3	15.94	16.46	16.95	17.48	18.01
4	16.46	16.95	17.48	18.01	18.62
5	16.95	17.48	18.01	18.62	19.20
6	17.48	18.01	18.62	19.20	19.77
7	18.01	18.62	19.20	19.77	20.41
8	18.62	19.20	19.77	20.41	21.05
9	19.20	19.77	20.41	21.05	21.72
10	19.77	20.41	21.05	21.72	22.37
11	20.41	21.05	21.72	22.37	23.09
12	21.05	21.72	22.37	23.09	23.84

Level	Min Rate	6 Mon.	12 Mon.	18 Mon.	24 Mon.
1	15.28	15.75	16.26	16.79	17.29
2	15.75	16.26	16.79	17.29	17.83
3	16.26	16.79	17.29	17.83	18.37
4	16.79	17.29	17.83	18.37	18.99
5	17.29	17.83	18.37	18.99	19.58
6	17.83	18.37	18.99	19.58	20.17
7	18.37	18.99	19.58	20.17	20.82
8	18.99	19.58	20.17	20.82	21.47
9	19.58	20.17	20.82	21.47	22.15
10	20.17	20.82	21.47	22.15	22.82
11	20.82	21.47	22.15	22.82	23.55
12	21.47	22.15	22.82	23.55	24.32

24.8 Classification and Salary Schedule for Office/Salaried Employees

Occupational 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 Serviceperson IV	5
Field Serviceperson III	10
Field Serviceperson II	13
Field Serviceperson I	15

FOR THE YEAR 2002 (2% Increase)

Level	Min.	Perf.	Max.
1	536.64	600.95	633.59
2	563.53	630.72	655.27
3	591.37	662.40	698.87
4	621.12	685.04	733.44
5	652.79	730.56	770.87
6	685.43	767.02	809.27
7	719.04	805.43	849.61
8	754.56	844.78	890.88
9	792.00	887.03	936.00
10	832.32	932.15	983.04
11	873.59	978.24	1,032.00
12	917.75	1,027.18	1,083.84
13	963.85	1,079.04	1,138.55
14	1,010.89	1,131.82	1,194.24
15	1,061.76	1,189.43	1,254.71

FOR THE YEAR 2003 (2% increase)

Level	Min.	Perf.	Max.
1	547.37	612.97	646.26
2	574.80	643.33	678.58
3	603.19	675.65	712.85
4	633.54	708.94	748.11
5	665.85	745.18	786.28
6	699.14	782.36	825.45
7	733.42	821.54	866.60
8	769.66	861.68	908.69
9	807.84	904.77	954.72
10	848.97	950.79	1,002.71
11	891.06	997.81	1,052.65
12	936.11	1,047.72	1,105.52
13	983.13	1,100.62	1,161.33
14	1,031.11	1,154.46	1,218.12
15	1,083.00	1,213.22	1,279.81

FOR THE YEAR 2004 (2% increase)

Level	Min.	Perf.	Max.
1	558.32	625.23	659.19
2	586.29	656.20	692.15
3	615.26	689.16	727.11
4	646.21	723.12	763.07
5	679.16	760.08	802.01
6	713.12	798.01	841.97
7	748.09	837.97	883.93
8	785.05	878.91	926.87
9	824.00	922.87	973.82
10	868.95	969.81	1,022.76
11	908.88	1,017.76	1,073.70
12	954.83	1,068.68	1,127.63
13	1,002.79	1,122.63	1,184.55
14	1,051.73	1,177.55	1,242.48
15	1,104.65	1,237.48	1,305.40

ARTICLE 25 - GRIEVANCE PROCEDURE

- 25.1 The purpose of this article is **to** establish an orderly procedure for the settlement of grievances.

The Company and The Association agree **to** use problem solving techniques in an effort to reach a satisfactory settlement as quickly as possible.

All references to the number of days or time limits in the different steps of the grievance procedure shall refer to working days and will exclude Saturdays, Sundays, Holidays and any other days The Company is required **to** close the plant. **All** time limits may be extended by mutual agreement.

- 25.2 A grievance is defined as a complaint by either The Association or The Company concerning the interpretation, application, administration or alleged violation **of** this Agreement. The grievance may be in the form of an Individual or Policy Grievance.

The procedure for filing individual grievances **is** as follows:

(The following steps are written as an example with an employee as the griever. The roles would be reversed if The Company were the grieving party).

STEP 1

If an employee wishes **to** have a grievance or complaint taken up it will first be done orally with the **Manager/Supervisor** within the area giving rise to the dispute. The employee will do this personally, however, an Association Representative from The Association Executive may be present and is at the discretion of the member. The complaint will be taken up within 3 days after the incident giving rise to the grievance became known. The **Manager/Supervisor** will respond to the grievance orally within 2 days after **its** presentation. The representative alone may represent the employee, at the employee's request.

STEP 2

Any grievance requiring further processing will be referred to the **Manager/Supervisor** within the area giving rise **to** the dispute by The Association Representative within an additional 3 days. The grievance shall be written and will state the nature of the grievance the section or sections **of** the agreement or policy allegedly violated and the redress sought.

Within 3 days the **Manager/Supervisor** will arrange to meet with The Association **Representative(s)**. The Company and The Association may each be represented at this meeting by two individuals, one **of** which **90**

will be a representative from Human Resources.

If the grievance is not settled at this meeting the Manager/Supervisor shall present their decision in writing to The Association Executive within 3 days.

STEP 3

If the grievance requires further processing The Association will inform the Manager/Supervisor within the area giving rise to the dispute within 5 days and a grievance meeting shall be arranged between the Grievance Committee and Management Representatives designated by the Executive of The Company. The grievance meeting will be held within a further 5 days. After this meeting an answer will be given within 5 days.

The procedure for filing policy grievances is as follows:

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

- 25.3 The aggrieved employee will attend any meeting held between The Company and The Association if their attendance is requested and will be paid their regular wages and benefits by The Company.
- 25.4 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 The Company does not observe the same time allowances the grievance will advance to the next stage.
- 25.5 An Executive Association Member will assist in the presentation of a grievance.
- 25.6 In cases where it is mutually agreed 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.

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

25.7 Special Grievance

If an employee is to be discharged by The Company, The Association President or his/her Designate will be informed in writing within 4 hours of the discharge.

25.8 If an employee wishes to grieve that he/she has been unjustly discharged the matter will be taken up as a special grievance. Any such grievance will first be referred to The Association Executive who will approach The Company in writing within 3 days after the discharge. The matter will be disposed of within 14 days of the time the Human Resources Department receives notice of the grievance. Disposition for members shall be either by resolution of the grievance or *its* referral to arbitration.

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

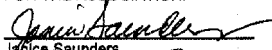
ARTICLE 26 - ARBITRATION

- 26.1 If after the final step of the grievance procedure no amicable settlement is reached, the party receiving the reply may notify the other party within 10 days of its desire to submit the difference or allegation to arbitration. Within 5 days, the parties will together decide upon a sole arbitrator. If an agreement cannot be reached on an Arbitrator, the appointment shall be made by the Minister of Labour for Ontario upon the mutual request of both parties.
- 26.2 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.
- 26.3 Where the Arbitrator deems it necessary to incur other expenses in connection with the case, the Arbitrator 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 Arbitrator or arising out of this Section will be borne equally by both parties to this Agreement.

-
- 26.4 **The decision of the Arbitrator will be final and binding upon the parties and recognizing the importance of promptly disposing of all such cases, the Arbitrator 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.**

THIS AGREEMENT SIGNED AT PETERBOROUGH, THIS 12th DAY OF
DECEMBER 2001.

FOR THE ASSOCIATION:



Janice Saunders



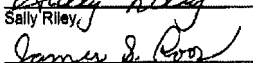
Rose VanEindhoven



Pat Feery

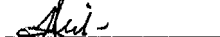


Sally Riley




Jim Ross


FOR THE COMPANY:



Francine Piché



Linda Howe



Karen Lucas



Glen Shearer

LETTERS OF UNDERSTANDING

NO. 1 - BENEFITS

It is The Company's and The Association Executive's intent to maintain current levels of Employee Group Insurance benefits. However, it has been recognized by The Company and The Association that current benefits costs are increasing at an unacceptable rate.

It is agreed that The Company will set up a joint Benefits Team which will have as its mandate to research, analyze and jointly recommend to senior management and employees alternatives to contain and/or decrease the costs of benefits or other ways to utilize the savings. The Benefits Team will be comprised of at least the following individuals:

- HR Representative
- Association Executive representative
- Management representative
- Non-association employee representative
- Association employee representative

The Company may elect to improve the current benefits with some of the cost savings.

NO. 2 - JOB DESCRIPTIONS AND PERFORMANCE MANAGEMENT FOR ASSOCIATION EMPLOYEES

The Company and The Association agree to work cooperatively to perform the following:

- Creation of job descriptions for all Association positions.
- Creation of a performance management process that will ensure all Association employees receive regular feedback on their performance.

The process to be utilized includes but is not limited to:

- Creation of a cross-functional team that would include at minimum: a member from the Association Executive, a member from the Human Resources Department, an Association member and a management representative.
- Review of current materials such as : current job postings, current Association Occupational Classifications, investigate jobs within each Occupational Classification.
- Review of other materials as required.

-
- Management approval of all job descriptions. 100
 - Management's agreement on the performance management process developed.

Project will be initiated by the AMJC.

NO. 3 - CONVERSION TO DEFINED CONTRIBUTION PENSION PLAN

It is understood that Siemens Milltronics will implement the new Siemens in Canada Retirement Program effective July 1, 2002.

All current employees will receive **a** one-time conversion opportunity **to** join the new Defined Contribution Plan or may elect **to** remain in the current Defined Benefit Plan.

All new employees hired on or after May 1, 2002 are required **to** join the Defined Contribution Plan.

Employee communications meetings will be held to further explain the details of the plan and individual options.

NO. 4 - PROFIT SHARING

The Company and The Association agree to perform the following:

- Review the current Universal Profit Sharing document.
- Recommend changes, if necessary, to the current document to improve the current situation.
- Develop a communication mechanism to ensure all employees are aware of the plan and its objectives.

This should not be considered as a guarantee of a profit sharing payment.

INTENTS

1. Article 1 - Purpose and Scope

It is our intention to ensure that the purpose and scope clause reflects the joint process we are following.

We recognize common interests and that we wish to work together to ensure both The Company's and the employees' needs are addressed.

This clause recognizes that we are guided by common principles. It recognizes the scope of our activity.

2. Article 2 – Recognition

It is the intent of this article not to exclude Association positions by renaming a position, or unreasonably expanding the qualifications of a position specifically with regards to Specialist, and/or Engineer.

Human Resources in conjunction with The Association Executive will monitor postings to ensure that this intent is sustained.

3. Article 5 - Association-Management Joint Committee
 - Outlines the responsibilities and scope of the AMJC.
 - Outlines logistics of AMJC.
 - Outlines process for determining guidelines and objectives.
 - Uses the principles we agreed to during the negotiation process.

4. Article 6 – Association Representation
 - Language changed to reflect the relationship between The Company and The Association at this point in time.
 - Ensures that there will be a good working relationship between The Company and The Association to self manage.
 - Allows the appointment of an Executive, Grievance and Negotiations Committee.

- To keep The Association Executive informed of their members work related details.
5. Article 16 – Jury/Witness Pay
- Any hours spent in court will be deducted from shift
 - Lessen hardship on employee and company
6. Article 20 – Future Planning

Article 20.1 - This clause is intended to ensure a voice, by virtue of its make-up, that is representative of Company sponsorship, Association Executive as well as Pension Plan members (Association & Non-Association). It does not restrict the number of Pension Committee members or sub-committee (working) members as deemed necessary by the Pension Committee.

7. Article 22 - Seniority

Article 22.8(iv) - If at the time of recall a member is sick or disabled with satisfactory medical evidence to The Company they would accumulate seniority up to a maximum of an

additional 12 months from the date of recall and the next member will be recalled in seniority order, until such time as the sick member could return to work.

Glossary

“(WSIB)” means Workplace Safety Insurance Board (formerly Workers’ Compensation Board (WCB)).

“AMJC” means The Association-Management Joint Committee.

“Association *Member*” means a permanent employee who has worked 60 days of continuous employment with The Company under the terms of the Collective Agreement.

“Association *Dues*” means the dues payable by its members, which is established through The Association Constitution.

“Collective Agreement” means this agreement between The Company and The Association

“Continuous *Service*” means length of continuous employment with The Company without a break in employment.

“*Day*” is understood to be working day unless otherwise indicated.

“*Disposition*” means final settlement of a matter.

“*Employee*” means any Association member

employed by Siemens Milltronics Process Instruments Inc., Peterborough.

"Hire" means an internal or external hiring.

"Manager, Supervisor, Director, TLA, VP or Company Designate" means persons acting on The Company's behalf.

"Mutual Agreement" means between The Association and The Company unless otherwise stated.

"Office Employees" means salaried employees.

"Shift Premium" means shift premium will be paid to employees when they actually work the hours in the shift.

"Spouse" means a person to whom an employee is legally married or recognized by Ontario law and who has been identified to The Company as the employees' spouse regardless of gender, unless exempt by law or contract agreement (currently as in the case of benefits and pension).

"The Company" means Siemens Milltronics Process Instruments Inc., Peterborough

"The Association" means The Employees Association of Milltronics.

“The Employees Association of Milltronics”
means the exclusive bargaining agent for all
employees of Siemens Milltronics Process
Instruments Inc., Peterborough.

Calendar for year 2002

January 2002	February 2002	March 2002																																																																																																																																					
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Calendar for year 2004

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