

**COLLECTIVE AGREEMENT**

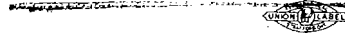
between

**FASCO MOTORS LIMITED**

and

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND  
GENERAL WORKERS UNION**

RECEIVED OF CANADA  
(CAW—CANADA)  
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LOCAL 1986



**1999 - 2002**

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**FASCO MOTORS LIMITED**

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**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND  
GENERAL WORKERS UNION**

**OF CANADA**

**(CAW — CANADA)**

**LOCAL 1986**

This Agreement is made the 1st day of June, 1999, between Fasco Motors Limited hereinafter referred to as the “Company” and the National Automobile, Aerospace, Transportation & General Workers Union of Canada, (CAW Canada), Local Union 1986, hereinafter referred to as the “Union”.

## **ARTICLE 1**

### **PURPOSE**

**1.01** It is the purpose of this Agreement to provide for the terms and conditions of employment of the Company's employees and to promote and improve industrial and economic relations between the parties hereto.

**1.02** It is further understood that the purpose of this Agreement is to provide orderly collective bargaining relations between the Company and its employees represented by the Union, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions. Furthermore it is mutually understood and agreed that any action which is instituted for the purpose of defeating or circumventing the intent and purpose of this Agreement will not be condoned by either of the parties signatory hereto.

## **ARTICLE 2**

### **RECOGNITION**

The Company recognizes the union as the sole Collective Bargaining Agent for all its employees at its Cambridge plant save and except Supervisors; those above the rank of Supervisor; Chief Engineers; Security Staff; Sales; Office and Clerical; Professional and Technical Salaried Staff; and persons regularly employed for not more than fifteen (15) hours per week.

### **ARTICLE 3**

#### **PRODUCTION WORK**

**3.01** It is agreed that employees of the Company who are excluded from the terms and conditions of this Agreement shall not perform any work which is normally performed by employees covered by the Agreement except in cases of emergencies, instructing employees when it is necessary to work out new processes and experiment with new materials in conjunction with bargaining unit employees, and taking of inventory for audit purposes when employees directly associated shall not be laid off as a result of such inventory taking.

The foregoing does not apply to persons regularly employed for fifteen (15) hours per week or less.

**3.02** The above exceptions shall not be used to deprive any employee of work time. The Company will keep the appropriate Steward informed of the nature of such work, wherever practical, prior to the work being performed.

### **ARTICLE 4**

#### **UNION SECURITY**

**4.01** All present employees who are covered by the terms of this Agreement shall be required to become members of the Union within thirty (30) calendar days of the signing of this Agreement, as a condition of employment for the duration of this Agreement.

**4.02** Any employee who is hired after the signing of this agreement shall sign an authorization form provided by the Union, at the time of hire, and shall become a member of the Union, and shall be required to continue to be a member of the Union, as a condition of employment for the duration of this Agreement.

**4.03** The Company will deduct from the pay of each employee the monthly dues and other assessments authorized by the constitution of the Union. The initiation fee shall be taken off of the following pay period after the employee has completed his probationary period but not off the same pay as dues.

The Union dues shall be taken off after an employee has worked forty (40) hours in any one month. Union dues shall be calculated on the basis of an employee's normal hourly rate as defined in the constitution of the Union for the previous month.

The Union will notify the Company in writing four (4) weeks in advance of the relevant month of any changes in the monthly deductions to be made.

The Company agrees to include on the employee's T4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fee.

**4.04** Any member who has not worked forty (40) hours by reason of not having been scheduled to work forty (40) hours nor received pay in lieu of work equivalent to forty (40) hours within any calendar month shall be entitled to exemption of payment of regular monthly dues.

**4.05** The Company agrees to deduct each month the sum equivalent to monthly dues from all employees in the Bargaining Unit and to place in the hands of the Financial Secretary of the Union, not later than the last day of the month in which the deduction was made. The amount forwarded shall be accompanied by an alphabetical listing of the employees for and on whose behalf such deductions were made.

**4.06** Any dispute as to an alleged breach of the provisions of this Article or as to the interpretation of any of the terms or conditions thereof shall be dealt with under the grievance procedure beginning at Step Three.

**4.07** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any lists, notice of assignment furnished under such provision.

## **ARTICLE 5**

### **UNION REPRESENTATION**

- 5.01** The Union shall be represented as follows:
- a) By seven (7) Stewards on the day shift whose respective areas of representation and jurisdiction are shown in Appendix "C". By one (1) Steward for each fifty (50) employees or a major portion of fifty (50) employees on the afternoon shift whose respective areas of



representation shall be established by mutual agreement between the Company and the Union.

- b) By two (2) Committeepersons on the day shift whose respective areas of representation and jurisdiction are shown in Appendix "C". By one Committeeperson whose area of representation and jurisdiction will be the Skilled Trades. By one (1) Committee person on the afternoon shift whose area of representation and jurisdiction shall cover all employees on the afternoon shift. Such Committeeperson shall be the Steward when the afternoon shift is comprised of fifty (50) or less employees.
- c) By a Committee Chairperson whose area of representation and jurisdiction shall cover all areas of the Company's operation.
- d) By one (1) Safety Representative on the day shift and one (1) Safety Representative on the afternoon shift.

**5.02** Stewards, Safety Representatives, committee persons and the Committee Chairperson shall be employees of the Company with at least six (6) months of seniority.

**5.03** The Coininitteepersons in 5.01 b) and the Committee Chairperson shall form the Plant Committee for the purpose of meeting with management in the administration of this Agreement.

**5.04** Any increase or decrease in the number of Stewards, Safety Representatives or Committee persons required due to an increase or decrease in the work force except as provided in 5.01 a) will be made by mutual agreement between the Company and the Union.

**5.05** The Plant Committee outlined in 5.03 will constitute the Bargaining Committee for the purpose of contract negotiations with the Company. Employees designated as members of this Bargaining Committee who are required to attend negotiation meetings with representatives of the Company, during regular working hours shall be paid at their regular hourly wage rate for the time so spent.

The Union may be represented by other representatives as deemed necessary by the Union including but not restricted to National Representatives.

**5.06** The Union recognizes and agrees that Union representatives have regular duties to perform in connection with their employment and only such time as is reasonably necessary will be consumed by such persons during regular working hours in order to attend to inplant Union business. Union representatives will adhere to the following procedure.

- a) He requests and receives permission from his Supervisor or his designated representative to leave his work. Such permission will not be unreasonably withheld. The Union recognizes that cases may occur when the Company may need a reasonable period of time to provide a replacement.

**5.07** When an employee wishes to see his Union Representative he shall notify his foreman who will inform his representative of the request.

**5.08** The President of the Local Union will be entitled to be present at meetings with management deemed necessary by the Union and provided he is an employee of the Company he will be paid for such time by the Company.

**5.09** The Committee Chairperson and the Production Manager or Manufacturing Manager as appropriate, shall arrange in advance all meetings not specified in the Grievance Procedure.

**5.10** The Union may designate an alternate who will function in the absence from the plant of any Union Representative. Notice of such alternate shall be given to the appropriate management representative in writing before such alternate shall function. There shall be no duplication of payment in the case of a Union Representative being absent from the plant. The alternate must be a seniority employee as per Article 5.02 who is scheduled to work during such absence.

**5.11** The company will arrange to introduce employees, new to a Steward's area of representation, to the Steward in that area preferably on the first day in the area or as soon thereafter as possible.

**5.12** The Company will grant upon request of the President of the Local Union, or the Plant Committee Chairperson permission for up to four (4) Union members in total to leave the plant on Union business,

at any one time, without pay, providing such request is made in writing at least five (5) working days in advance to the Production Manager or his designate. It is understood that in the event of an emergency situation, resulting in less than the required notice, such permission shall not be unreasonably withheld. Such notice will specify the nature of the business, the leaving and returning time of those granted such permission.

**5.13** The union agrees to notify the Company in writing with the names of Union Representatives and Local executive and any changes in the membership thereof.

**5.14** The Company shall give the Union a list of management personnel who will be dealing with the Union in the discharge of this Agreement and shall notify the Union of any changes thereto.

**5.15** The Company shall compensate employee Union Representatives for the time spent during regular working hours which is necessary for the investigation or processing of complaints or grievances, excluding Arbitration.

**5.16** The company shall provide an equipped office in the Plant for the use of the Plant Committee and other Union Officials for the discharge of their duties.

**5.17** The election of Stewards, Committeepersons, and Executive Board members will be held on the company premises. It is understood that such election shall not be held on company time. Prior to each election the committee chairperson and the

Manufacturing Manager will determine suitable locations and times for voting.

**5.18** The Company agrees that where Local Union members are away from the plant on Union business, wages will be paid through normal payroll procedures at the employees' applicable normal rate of pay. Time away from the plant on Union business will be accrued and the Union billed for reimbursement to the Company. Reimbursement will be for the amount of time lost due to Union business multiplied by ("times") the total of the average wage rate plus COLA float plus the average total hourly cost of all fringe benefits provided Company bargaining unit employees.

## **ARTICLE 6**

### **DISCRIMINATION**

**6.01** There shall be no discrimination or intimidation by any Company representative during the course of their duties.

**6.02** There shall be no discrimination or intimidation by Union Representatives against any member or members of Management in the fulfillment of their duties.

**6.03** No employee shall be intimidated or disciplined for exercising their rights as provided by this Agreement.

**6.04** All references to employees in the Agreement includes both male and female and whenever the male

or female gender is used, it shall be construed to include both male and female employees.

**6.05** The Company and the Union recognize the potential problem of sexual harassment in the workplace and such activity will not be tolerated. Complaints and grievances under this clause will be handled with all possible confidentiality.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

**7.01** It is recognized that subject to the terms of this Agreement the management of the plant and direction of the working forces are fixed exclusively in the Company which maintains all the rights and responsibilities of management not specifically modified by this Agreement and such rights shall not be exercised in a manner which is inconsistent with the terms of this Agreement.

The exercise of such rights shall include:

- a) The right to hire, assign, increase and/or decrease the working forces, promote, demote and transfer employees.
- b) The determination of: the number and location of plants, the products to be manufactured, the methods of manufacturing, schedules of production, kinds and location of machines and tools to be used, processes of

manufacturing and assembling, the engineering and design of its products, and the control of materials and parts to be incorporated in the products produced.

- c) The making and enforcing of reasonable rules and regulations relating to discipline, safety and general conduct of the employees and to discharge, suspend or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided. The Plant Committee will be informed of any new or revised rules and regulations before publication.
- d) To maintain order and efficiency in all of the operations of the Company.
- e) The Company agrees that in the exercising of its management rights and in the administration of this Agreement it shall endeavour to do so in a fair and reasonable manner.

## **ARTICLE 8**

### **SENIORITY GROUPS**

**8.01** Seniority Groups as referred to in Article II, shall be as shown in Appendix "A".

## ARTICLE 9

### SENIORITY — PROBATIONARY

**9.01** New employees shall be considered probationary until they accumulated forty (40) full shifts worked (or the equivalent of 320 hours worked) in a twelve (12) month period.

**9.02** No seniority rights shall be recognized among probationary employees and such employees shall be considered as being employed on a trial basis and may be terminated or laid off without recall rights at the discretion of the Company.

After the accumulation of forty (40) full shifts worked (or the equivalent of 320 hours worked) as noted above, such employees shall be confirmed as regular employees and their seniority shall date back to a date starting with their most recent date of hire.

**9.03** The Company will assign all current employees an employee seniority number in order of their seniority. When two or more new employees attain seniority on the same date, differentiation shall be made by providing each employee their employee number in alphabetical order of their then existing last name. For the length of the employee's employment their seniority number will not change even if they have a name change.

**9.04** The Company shall post up to date seniority lists once every three (3) months. A copy of such lists shall be supplied to the Union Office and to the committee Chairperson.



**9.05** The term seniority shall be defined as the status of the employee based upon his established unbroken length of service with the Company from his seniority date as determined under 9.02.

## **ARTICLE 10**

### **LOSS OF SENIORITY**

**10.01** An employee loses all seniority and is terminated when:

- a) He voluntarily quits.
- b) He is discharged and not subsequently reinstated through the grievance or arbitration procedure.
- c) He is absent for three (3) consecutive work days without notifying the Company unless he is able to provide the Company with a satisfactory reason for his failure to report for work and for his failure to notify the Company.
- d) He fails to report for work following layoff, within seven (7) calendar days following receipt of notice to report, sent by the Company by registered mail to his last known address given to the Company, unless due to illness or other legitimate reason. Should employees be needed because of production requirements prior to the seven (7) calendar day period, but not available immediately, the Company reserves the right to recall less senior employees temporarily, but these employees

will be replaced by more senior employees should they report to work within the required period.

- e) He fails to report back to work after the expiration of the term of a leave of absence; unless he is able to provide the Company with a satisfactory reason for failure to report back to work.
- f) When he is retired.
- g) He has not worked for the Company as provided below:

He is laid off from the Company with less than twelve (12) months seniority, he will retain seniority rights for twelve (12) months. If he has more than twelve (12) months seniority, he will retain seniority rights for thirtysix (36) months.

He fails to return after a period of absence due to an occupational accident or sickness or nonoccupational accident or sickness —if he has less than twelve (12) months of seniority — hewill retain seniority rights for twelve (12) months. If he has more that twelve (12) months but less than twentyfour (24) months of seniority, he will retain seniority rights for twentyfour (24) months. If he has more than twentyfour (24) months seniority, he will retain seniority rights for the basis of one (1) month for each month of seniority, at the time of

absence to a maximum of fortyeight (48) months.

- 10.02** When an employee returns from an absence due to sickness or injury:
- a) He shall be reinstated to his former job, provided it exists and subject to his capabilities and health.
  - b) If the above is not possible, the employee shall be reinstated to his former classification, based on capabilities, health and seniority.
  - c) If an employee is unable to perform his former job classification, he shall be relocated in a similar job classification, at the same pay rate, subject to his capabilities, health and seniority.
  - d) It is understood that the employee is required to give one (1) week's notice prior to his expected date of return to work, if absence is two (2) or more weeks.

## **ARTICLE 11**

### **LAYOFFS AND RECALLS**

**11.01** All cases of layoff will be discussed with the Plant Committee as far in advance as possible. In cases of a layoff where the duration is expected to exceed ten (10) working days, the Company will give seven (7) calendar days notice or one week's pay in lieu thereof

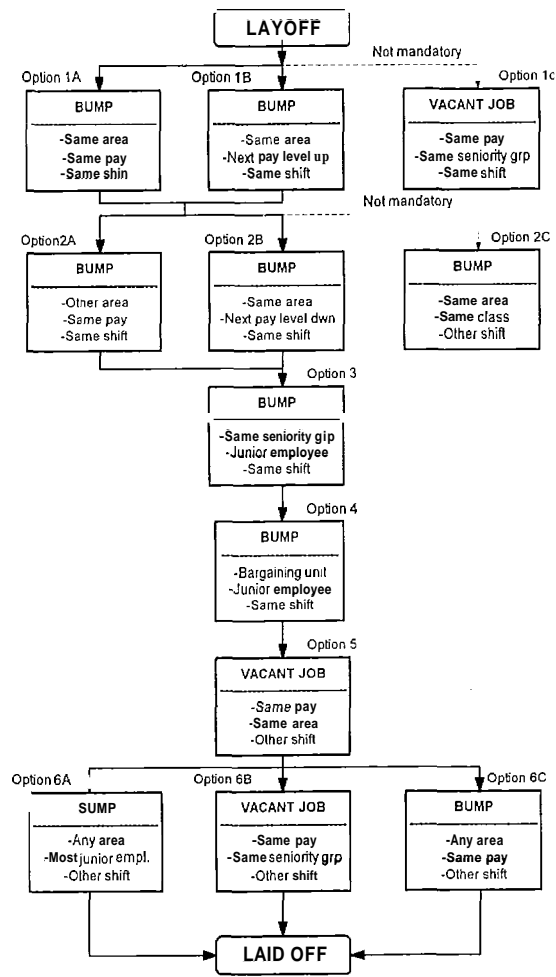
to employees laid off, except in the case of employees absent, employees laid off through bumping subsequent to the original layoff list, and laid off at their own request. The Plant Committee will be given a listing of the employees laid off.

This provision of pay in lieu of pre-layoff notice shall not apply in the event of fire, lightning, storm, flood, power failure, or other causes such as strikes and work stoppages in connection with labour disputes.

**11.02** Employees will be laid off and recalled on the basis of seniority, subject to the fact that employees who are retained on the payroll of the Company, or who are recalled from layoff, shall have the ability to perform the work.

**11.03** Whenever a reduction in the work force takes place, employees with the least seniority within the affected areas, classification, and shift shall be subject to layoff under the following procedure.

A move to the first available option is mandatory. A move is conditional on the employee's ability to perform the work. In lieu of bumping, an employee subject to layoff may choose to take the layoff.



**11.04** The Company shall explain the various options and jobs available at the time the employee is notified of the layoff. Where more than one employee is affected in the same classification, the options shall be offered in order of seniority.

An employee so notified shall be required to inform the Company of their intent, on the following shift after notification.

An employee who does not notify the Company, or when absent on the following shift, shall automatically be placed by the Company, and the only other option that will remain shall be the option to accept layoff.

**11.05**

a) It is agreed the Company may retain employees out of line of seniority for up to thirty (30) calendar days, in the following classifications, unless the employee(s) affected by the reduction has the necessary skills and ability to perform the work immediately: Shipper, Receiver, Die Caster, Line SetUp and Service, Motor Builder.

Employees who exercise their seniority rights into one of the classifications shall have thirty (30) calendar days to demonstrate their ability to perform the work. It is understood that such employees shall be required to show satisfactory improvement during the thirty (30) calendar day period.

In the case of the Line SetUp and Service, the Company may retain for an additional ten (10) working days for

the purpose of training replacements or to maintain continuity and efficiency while introducing new employees to the job.

Employees who bump the classification of Line Setup and Service must have previous experience and working knowledge on the jobs in that particular department.

- b) It is agreed that at no time shall any employee be able to exercise seniority over any employee in Maintenance "A", Toolmaker or Screw Machine classifications including Master Toolmaker, Master Mechanic, Master Toolmaker Designer, Press Setup and Machine Setup and Plunge Grinder Setup unless the employee affected by the reduction has the necessary skills and ability to perform the work immediately.

**11.06** Employees exercising seniority rights, or employees accepting vacant jobs in lieu of layoff, and who fail to meet a satisfactory standard of performance, within a reasonable length of time, will be laid off, without the seven calendar days notice or pay in lieu of, as referred to in Article 11.01 above, to await recall within their seniority rights.

**11.07** Recall shall be in reverse order of layoff.

**11.08** An employee laid off, or electing to accept layoff rather than exercising his seniority, will be recalled on the basis of which he accepted layoff, to the same classification, on the same shift, unless he notifies the Company in writing that he will accept another

classification and/or shift. He will then be recalled by seniority, to the next available opening.

**11.09** Normal rules of seniority shall not apply during a temporary reduction in operations. Temporary reductions will be by seniority within the affected department only, provided the remaining employees are able to perform the available work immediately. It is understood that senior employees within the department have the option to accept the temporary reduction.

A temporary reduction in operations shall be defined as any forty (40) regular working hours within a calendar month to a maximum of eighty (80) regular working hours per calendar year. In this regard reductions of less than four (4) hours shall be recorded as four (4) hours, and reductions of more than four (4) hours, but less than eight (8) hours shall be recorded as eight (8) hours. In the case of night shift operations reductions of less than five (5) hours shall be recorded as five (5) hours, but less than ten (10) shall be recorded as ten (10) hours. After the forty (40) hours or eighty (80) hours have been exhausted, a meeting will be held with the Union to determine if the temporary reduction may be continued, or whether a reduction in the work force according to seniority shall be made.

**11.10** There shall be no general reduction of hours instituted in the event of a shortage of work, except by mutual agreement between the Company and the Union.



## ARTICLE 12

### TEMPORARY TRANSFERS AND JOB POSTING

**12.01** In the case of temporary transfers of employees, seniority shall be the governing factor where ability and performance are relatively equal between two (2) or more employees.

- a) A temporary transfer shall be defined as the movement of an employee from one classification to another classification, and/or one department to another department, created by production requirements or the absence of a regular employee.
- b) Temporary vacancies shall be for periods of thirty (30) calendar days or less, except to replace an employee on Leave of Absence as per Article 37, or on Sick Leave.
- c) The Company will fill any temporary vacancy by seniority from the department of their choosing among employees who are able to perform the work without training. The junior employee in the department who is able to perform the work without training may be required to fill the vacancy.
- d) Any resultant vacancy will be filled in the same manner as the original vacancy.
- e) An employee temporarily transferred shall receive their own rate of pay or the rate of pay of the job whichever is the greater.

**12.02** The posting of job vacancies shall not apply to:  
Classifications filled by persons on recall who are returning to their classifications.

Temporary classification vacancies that are expected to last less than 30 calendar days. Employees successfully bidding on a temporary posting must revert to their former job at the end of the temporary vacancy.

**12.03**

a) In the event of a job posting vacancy the Company will post such vacancy in each case for a period of fortyeight (48)hours, excluding Friday, Saturday, Sunday and a holiday.

b) The Company shall post the vacancy on the designated posting boards in the plant. Each posting notice will define the open position, the classification requirements, the shift the vacancy is on, the area, the time posted, the date posted, and the stage of the posting procedure as set out below.

A copy of each posting will be delivered to the Committee Chairperson at the time of posting.

All seniority employees in the Bargaining Unit shall be eligible to apply for job postings. Applications received after the job posting has been removed shall not be considered.

The successful applicant shall be the employee with the greatest seniority who is able to perform the job.

- c) The Company shall post the resultant vacancy on the designated posting boards in the plant, as above provided.
- d) This will complete the cycle under the posting procedure, and the Company will take such steps as may be required to fill the remaining vacancy, if any.

**12.04** An employee who is considered the successful applicant on more than one job posting at the same time will have one (1) working day to decide which job he wishes to accept.

**12.05** No employee will be allowed more than two (2) successful job posting transfers in any twelve (12) month period.

**12.06** The successful applicant, after being transferred to another job classification, and given appropriate job instruction by the Supervisor or his designate, shall demonstrate his ability to perform the job efficiently within ten (10) working days and twenty (20) working days for jobs covered in 11.05. This training period may be extended by mutual agreement between the Company and the Union.

The employee will receive:

- a) during the training period his former rate of pay.

- b) following the training period, the employee will receive a rate of pay as per the normal progression schedule for the new job at a level which is two (2) steps above his former rate of pay.

**12.07** An employee will have the right to decline a job at any time during the training period, and shall explain to the Supervisor his reasons for declining the job before reverting to his former job and rate of pay; or should an employee not qualify at the conclusion of the training period, he will be so informed and will revert to his former job and rate of pay.

Such training period shall not count as a movement for the purposes of 12.05.

**12.08** The Company will give the Committee Chairperson a list of applicants on each job posting.

### **ARTICLE 13**

#### **PREFERENTIAL SENIORITY**

**13.01** Properly elected officials shall exercise preferential seniority in the following order:

- a) The Committee Chairperson and the Committeepersons, shall have preferred Bargaining Unit seniority during their terms of office. Each Committeeperson shall have preferred seniority in his area of representation.

- b) The President, Vice-president, Financial Secretary and Recording Secretary shall have preferred Bargaining Unit seniority during their terms of office.
- c) The Steward in each area of representation shall have preferred seniority in his area of representation. The Steward shall be the last employee laid off from his area of representation.

It is understood that the above employees must have the necessary ability to perform the remaining available work.

## **ARTICLE 14**

### **TRANSFERS IN AND OUT OF THE BARGAINING UNIT**

**14.01** An employee transferred out of the Bargaining Unit may be returned to the Bargaining Unit either at his or the Company's discretion at any time up to six (6) months after the transfer. An employee so transferred shall return to the Bargaining Unit with the seniority which he held at the time of transferring out of the Bargaining Unit. The employee shall displace the most junior employee in the Bargaining Unit provided he has more seniority and has the skill and ability to perform the work.

## ARTICLE 15

### PAID HOLIDAYS

**15.01** All seniority employees who have worked during any of the Five (5) calendar days either preceding the paid holiday or preceding scheduled vacation time which precedes a paid holiday shall be paid for the holidays as listed below for the hours they would normally be scheduled to work on such day at their current regular hourly wage rate. Holidays falling on Friday shall be observed on Thursday for employees on the night shift. If such holidays fall on a Saturday or Sunday they shall be observed on a Monday.

Thanksgiving Day	Good Friday
December 24	Victoria Day
Christmas Day	Canada Day
Boxing Day	Civic Holiday
December 31	Labour Day
New Year's Day	Float Day
3rd Monday in February,	
or the day proclaimed as Heritage Day	
by Legislation	

Notwithstanding the above, employees who qualify for the paid holiday on December 24th, Automatically qualify for all holidays at Christmas and New Year's. Employees laid off between Boxing Day and New Year's will be paid as per Article 15.01 provided they return to work when scheduled unless such failure to return is due to illness or other legitimate reasons.

**15.02** It is agreed that days absent for jury duty are paid as set out in 18.01 and days absent for bereavement are paid as set out in 17.01 shall be considered as days

worked by employees for the purposes of qualifying for paid holiday payment.

It is agreed that days absent due to layoff within fourteen (14) calendar days of a paid holiday shall be considered as days worked by employees for purposes of qualifying for a paid holiday provided they return to work when scheduled and this return to work is within fourteen (14) calendar days of the paid holiday. Only upon return to work shall the employee be paid for the paid holiday.

**15.03** When one of the above specified holidays falls in an employee's approved vacation period, he will be paid for such holiday and given an additional day off.

## **ARTICLE 16**

### **VACATIONS WITH PAY**

**16.01** The following vacations with pay shall be granted to employees, all employees shall take vacation during the shutdown period (except as provided in 16.02) which shall be during the two (2) weeks prior to Civic Holiday.

Gross earnings calculated on the basis of the vacation year, July 1 to June 30, shall mean the total of all amounts paid for actual hours worked, including overtime and shift premiums and also including payments received for vacation pay, paid holidays, jury duty, reporting allowance, callin pay, day of injury and bereavement.

- a) Employees with less than twelve (12) months of seniority as of July 1 shall receive vacation pay calculated at 4% of gross earnings.
- b) Employees with twelve (12) months but less than five (5) of seniority shall receive eighty (80) hours vacation, with pay calculated at 4% of gross earnings.
- c) Employees with five (5) years but less than ten (10) years seniority as of July 1 shall in addition to (b) above, receive forty (40) hours vacation with pay calculated at forty (40) hours times regular hourly wage rate.
- d) Employees with ten (10) years, but less than nineteen (19) years of seniority as of July 1, shall in addition to (b) above, receive eighty (80) hours vacation with pay calculated at eight (80) hours times regular hourly wage rate.
- e) Employees with nineteen (19) years, but less than thirty (30) years of seniority as of July 1, shall in addition to (b) above, receive one hundred and twenty (120) hours vacation with pay calculated at one hundred and twenty (120) hours times regular hourly wage rate.
- f) Employees with thirty (30) years or more seniority as of July 1, shall in addition to b) above, receive one hundred and sixty (160) hours vacation with pay calculated at one hundred and sixty (160) hours times regular hourly wage rate.



- g) Employees reaching their 5th, 10th, 19th, 25th, and 30th year of seniority with the Company by December 31st of the vacation year shall be permitted to take the added vacation after their anniversary date with pay calculated as per 16.01 c), d), e), f), and h). In the twentyfifth (25th) year only, employees shall receive two hundred and forty (240) hours vacation with pay calculated at 240 hours times regular hourly wage rate.
- h) Regular hourly wage rates for purposes of vacation pay calculation shall mean the employee's regular hourly wage rate in effect at June 30th of the qualifying year.

**16.02** All vacations with the exceptions below must be taken within the current vacation year (i.e. they must be taken during the twelve (12) month period starting July 1). The following sections which maintain personnel on staff during the normal closedown period may begin scheduling vacations as of May 1:

Stores and Receiving  
Maintenance  
Shipping

Their two (2) week vacation will be scheduled at a time which is mutually convenient for the Company and the employee.

**16.03** For the first eighty (80) hours of vacation entitlement:

- a) Vacations must be taken before May 1 of the vacation year
- b) Vacations shall be a minimum of five consecutive working days.

**16.04** In all cases where extra vacation time exceeds the normal two week closedown, it shall be taken at a time which is mutually convenient for the Company and the employee. If after a mutual agreement is reached on extra vacation scheduling and there occurs a conflict of vacation period for two or more employees, preference shall be given to the employee with greater seniority, providing he has registered his claim sixty (60) calendar days prior to the commencement of the extra vacation period. Request for extra vacation will be answered in writing with an explanation and a copy will be forwarded to the Committee Chairperson no later than fortyfive (45) calendar days prior to the commencement of the extra vacation period. Such request will not be unreasonably denied.

An employee requiring an answer earlier than fortyfive (45) calendar days due to the need for booking travel arrangements will be given a response no later than ninety (90) calendar days prior to the extra vacation period provided more senior employees in the area were notified of the request in advance so that there is no conflict with their right of preference.

**16.05** A vacation is designed to allow employees a change and a rest and all employees should take time off however, when this is not possible, wages in lieu of vacation are allowed when the vacation exceeds two (2) weeks,

**16.06** Vacation payment for which the employee is qualified shall be made on the regularly scheduled pay day prior to the commencement of the employee's vacations. The Company will pay out the employee's full vacation entitlement at this time or upon taking vacation as per 16.01 g) above, unless notified by the employee, prior to June 1st of the qualifying year, that he wishes to defer a portion of his vacation until a later date. Such requests will be confirmed in writing to the employee.

**16.07** Employees who terminate their employment with the Company before June 30th of the qualifying year shall receive vacation pay in accordance with the following schedule.

- Less than 5 years seniority  
—4% of gross earnings
- 5 Years but less than 10 Years  
—6% of gross earnings
- 10 Years but less than 19 years  
—8% of gross earnings
- 19 Years but less than 30 Years  
—10% of gross earnings
- 25th Yeas only  
—12% of gross earnings
- 30th Year or more  
—12% of gross earnings

**16.08** Vacation credits outstanding at the end of the vacation year will be automatically paid at that time.

**16.09** For purposes of determining vacation entitlement for an employee transferred into the bargaining unit in accordance with Article 14, his accumulated seniority as well as the time spent outside the bargaining unit will be accumulated to determine his total vacation seniority.

## **ARTICLE 17**

### **BEREAVEMENT PAY**

**17.01** In the event of bereavement in the employee's immediate family which shall include father, mother, step-parent, current spouse as identified on the Company records, sister, step-sister, brother, step-brother, son, daughter, step-child, father-in-law, mother-in-law, grandparent, grandchild, an employee will be excused from work and will receive payment for the time lost on regular hours for his first three (3) consecutive work days following the date of death, provided he attends the funeral. The above shall include common-in-law relationships.

**17.02** Bereavement leave with pay for one (1) day will be granted:

- a) On the day of the funeral for an employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the current spouse provided he attends the funeral.

- b) If the funeral service for a member of an employee's immediate family, as defined in 17.01 above, is held in a place not easily accessible and the employee is unable to attend for this reason.

**17.03** Payment for such lost time shall be made at the employee's normal hours times his current regular hourly wage rate including any applicable shift premium. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this clause for such days lost.

## **ARTICLE 18**

### **JURY PAY**

**18.01** The Company agrees to compensate employees for earnings lost while serving as a juror or crown witness, such compensation shall be the difference between his court remuneration and normal hours times current regular hourly wage rate. In the case of employees other than day shift employees the Company agrees to allow the equivalent time off and compensation shall be the difference between his court remuneration and normal hours times current regular hourly wage rate.

## **ARTICLE 19**

### **PAYMENT ON DAY OF INJURY**

**19.01** Employees injured at work and unable to work as certified by a Company Nurse, FirstAid Attendant,

or a Doctor shall be paid for all such lost time during the normal shift on which they were injured at their current regular hourly wage rate.

**19.02** An employee injured in the Plant placed on alternate work within his capabilities shall be paid his current regular hourly wage rate or the rate of the job whichever is the greater.

**19.03** The Company will continue Group Insurance benefits, (Semi-Private, Life Insurance, Dental and Extended Health Care) in effect at the time of commencing WSIB payments during the period of WSIB provided the employee pays the premium in advance to the Company for Semi-Private and their portion of dental insurance.

## **ARTICLE 20**

### **BLOOD DONORS**

**20.01** The Company agrees that any working time during a regular work day given up by the employee for emergency blood donation purposes shall be paid at his current regular hourly wage rate when this time has been spent in accordance with the instruction issued by the Plant Nurse.

## **ARTICLE 21**

### **GRIEVANCE PROCEDURE**

**21.01** An employee having a complaint should first take it up verbally with his immediate supervisor, giving

him the opportunity of adjusting the condition causing the complaint before lodging a grievance. The employee may request his Union Steward to be present when taking up a complaint with his Supervisor. A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement. A grievance shall be processed in accordance with the following steps, as set out in 21.02 and 21.03.

Any request by an employee to discuss a complaint or grievance with his Union Representative will be granted within a reasonable period of time, without undue delay. The employee will be granted a reasonable period of time, without loss of pay, to discuss or file a grievance in the Union Office.

**STEP ONE**

All grievances should, as far as is possible, identify the Article, clause or clauses of this Agreement which are alleged to have been violated, describe the specific problems and be signed by the aggrieved employee. The grievance must be presented in writing by the Steward to the Supervisor within ten (10) working days of the incident giving rise to the grievance, or from the time the employee becomes aware, or reasonably should have become aware of the incident. For grievances involving suspensions or discharge refer to Article 34. the aggrieved employee may be present at this and all subsequent discussions related to the grievance.

The Supervisor shall render his decision to the Steward in writing giving reasons for his decision, within two (2) working days of receipt of the written grievance.

## **STEP TWO**

If the decision of the Supervisor is not satisfactory the Coininitteeperson shall, within two (2) working days of receipt of the answer in STEP ONE, refer the grievance to the next level of management. The Company will meet with the Committeeperson within two (2) further working days to discuss the grievance. The Steward may be in attendance at this meeting. The Company will give its decision in writing giving reasons for its decision to the Committeeperson within three (3) working days after the meeting was held.

## **STEP THREE**

If the decision of the Company is not satisfactory, the Committee Chairperson shall within five (5) working days of the receipt of the answer in STEPTWO, refer the grievance to the appropriate Department Manager. The Department Manager will meet with the Plant Committee in five (5) further working days to discuss the grievance, and will give its decision in writing giving reasons for his decision to the Committee Chairperson within five (5) working days after the meeting has been held. The Steward may be present at this meeting.

**21.02** To avoid the necessity of processing numerous grievances concerning the same subject or event, the Company will recognize Group Grievances provided that each aggrieved employee signs the grievance and the grievance is processed as provided in 21.01.

**21.03** If either party has a complaint with respect to a representative of the other, or alleges that there has been a misrepresentation, violation or non-application of this Agreement, or of any of the provisions hereof,



then either party may within thirty (30) calendar days of the incident giving rise to the grievance give to the other notice in writing of such grievance. In the case of the Union such grievance must be filed by the Committee Chairperson and for the Company by the appropriate Department Manager. Within three (3) working days of receipt of such notice a meeting will be held between the Department Manager and the Plant Committee. The party against whom the complaint has been made will give an answer in writing giving reasons within three (3) working days after the meeting has been held. If the matter is not settled it may then be referred to Arbitration by either party provided that it is submitted within thirty (30) calendar days following the reply as referred to above and in accordance with Article 22.

**21.04** It is understood that the time limits as provided herein may be extended by mutual agreement of the parties. If the time limits provided for above, and any mutually agreed upon time extensions, are not observed by the moving party, the grievance will be considered as dropped. If such time limits or any agreed upon time extension are not observed by the receiving party then the grievance will be considered to have advanced to the next stage of the above grievance procedure.

**21.05** After a grievance has been processed through all of the steps provided in this Article and the matter is still in dispute it may then be referred to Arbitration by either party provided that is submitted within thirty (30) calendar days following the reply in STEPTHREE and in accordance with Article 22.

**21.06** Employees will be paid for all time lost from their work at their current regular hourly rate while participating in the grievance procedure up to but not including Arbitration.

**21.07** The CAW National Representative and/or the Local Union President may be present at Step Three of the Grievance Procedure.

## **ARTICLE 22**

### **ARBITRATION**

**22.01** Where a difference arises as to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure notify the other party in writing of its desire to submit the difference or allegation to arbitration.

**22.02** A notice of intent to arbitrate, with a sole Arbitrator, shall contain a list of three (3) Arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list, or submit a list of three (3) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from this list, within ten (10) working days, either party may request the Ontario Ministry of Labour to name an Arbitrator.

**29.02** In the event of a storm which results in the partial or total closure of the plant, those employees who report within two (2) hours of their normal starting time will be assigned work or paid as per 29.01.

## **ARTICLE 30**

### **WELFARE**

**30.01** The Company will provide, at its cost the agreed upon plan for life, weekly indemnity, extended health care insurance and a prescription drug plan until such time as they are replaced by the same benefit being provided through mandatory government legislation. A summary of these benefits is set out in Appendix "D".

These benefits shall become effective the 1st of the 3rd month after the month of hire, providing the employee is actively at work full time on that date; otherwise it shall be the first day after that date, of being actively at work full time.

**30.02** The full amount of any rebate resulting from the registration of the weekly indemnity insurance plan with the Unemployment Insurance Commission, in accordance with legislation in effect September 1, 1972, shall in its entirety, be the property of the Company.

**30.03** The Company will maintain in effect the agreed upon pension plan.

**30.04** Copies of the plan texts or policies related to welfare programs will be supplied to the Union office.

**30.05** Employees who are absent due to an occupational accident or sickness who are collecting workers' compensation benefits will be eligible for company benefits (life and AD&D insurance, eyeglasses, prescription drug plan, dental, and pension) as provided by this Contract for a period not to exceed thirty (30) months, or the completion of the legislative rehabilitation program, whichever occurs first.

## **ARTICLE 31**

### **HEALTH AND SAFETY**

**31.01** The Company recognizes its obligation to provide a safe, healthful working environment for all employees and therefore will:

- a) as a minimum, adhere to all current legislation and regulations requirements which apply during the terms of this Agreement to this plant in relation to health and safety.
- b) appoint a Health and Safety Coordinator.
- c) Create a Health and Safety Committee composed of
  - i) Company Health and Safety Coordinator
  - ii) rotating Company appointees.
  - iii) Union representatives per 5.01 (d)
  - iv) one plant committee representative.
  - v) two co-chairpersons shall be selected, one by and from the Union, and one by and from the Company.

- d) Post names and titles of members of the joint health and safety committee on appropriate bulletin boards.
- e) Maintain all necessary records and files required per above legislation, plus per investigations, testing and other functions of the Health and Safety Coordinator and the joint Health and Safety Committee. All such records will be maintained by the Health and Safety Coordinator with access readily available to the joint Health and Safety Committee. Copies of data or files for tests or examinations done on specific employees will be supplied to the employee or his physician if the employee submits a written request to the Company.
- f) Formulate and publish from time to time rules and regulations regarding the safe operation and use of machines or equipment and will inform the Union of such rules and regulations prior to implementation.
- g) Welcome suggestions from employees regarding improvements in conditions considered to be of a hazardous nature.
- h) As required by legislation or further as deemed necessary by the company, where the nature of a task requires special clothing, provide such clothing unless otherwise stated in this Agreement.

- i) pay the cost of safety boots to a maximum of seventy - five dollars (\$75.00) effective June 1<sup>st</sup>, 1999, and effective June 1st, 2000, to a maximum of eighty dollars (\$80.00), and effective June 1<sup>st</sup>, 2001, to a maximum of eighty-five dollars (\$85.00). One pair of shoes per year for employees who have completed the probationary period where it is a requirement of the job to wear safety shoes. Employees who are required to wear safety shoes will be entitled to a second allowance per year provided their shoes have been damaged or worn out during the course of their employment.
- j) Provide that Union representatives of the Health and Safety Committee will not suffer loss of pay while carrying out the specified duties of the Committee.

**31.02** The Union recognizes its obligation to cooperate in maintaining a safe and healthful working environment and therefore agrees to use their best efforts jointly with the Company to achieve this environment.

**31.03** The functions of the joint Health and Safety Committee may be changed by agreement between the Company and the Union and presently include:

- a) Meet monthly at a mutually agreed time and place to review, recommend, and participate in the development of plant safety education, information programs, and employee job-related safety training programs.

- b) Make at least monthly inspections of the Plant to review health and safety conditions within the Plant and recommend changes as deemed necessary or desirable.
- c) Accompany the government Health and Safety Inspector during his regular inspection.
- d) Review all incidents of serious or potentially serious injuries resulting from work-related accidents and recommend improvements to avoid similar future incidents.

**31.04** The Company will bear the full cost of the first pair of approved prescription safety glasses for the employee to a maximum of one hundred and thirty dollars (\$130.00) in any twenty-four (24) consecutive months. Glasses must conform with CSA Industrial Safety Glasses Standards. The Company will assume the cost of replacement of safety glasses if they are damaged on the job.

## **ARTICLE 32**

### **CONFERENCES**

**32.01** The Company and the Union recognize the advantage of Management representatives and Union representatives meeting together to discuss problems of general interest and working conditions in the factory. Company Management and the Plant Committee shall meet monthly unless the parties mutually agree to defer the meeting. The National Representative and/or the President of the Local Union may attend such meetings.

**32.02** Employees who are required to attend a “Labour-Management Committee” meeting with representatives of the Company during regular working hours shall be paid for the time spent at their current regular hourly wage rate.

### **ARTICLE 33**

#### **TECHNOLOGICAL CHANGE**

**33.01** If the company anticipates that the introduction of a new technology in the form of new equipment and resulting new systems will result in employees being placed in a different job classification or being removed from their job classification due to lack of work, then when the Company knows the changes expected to apply to these employees it will inform the Union and the employees involved and hold discussions with the Union on these matters.

In such cases senior employees affected by the new technology will be given preferential consideration by seniority providing they are able to be trained in new skills or new jobs that may be required by employees in the bargaining unit.

Should the new technology result in the creation of one or more new classifications, senior affected employees will be given preference by seniority providing that they are able to perform the job.



## ARTICLE 34

### DISCHARGE OR DISCIPLINE

**34.01** When issuing a written warning, suspending or discharging a seniority employee while at work, the Company agrees to have a Union Steward in attendance, providing the employee agrees. Notwithstanding the above, the Company reserves the right, whenever the situation warrants it, to immediately discharge an employee for just cause.

**34.02** The Company shall notify in writing the Committee Chairperson and the employee discharged within the next working day of the discharge. Notice to the employee discharged shall consist of a termination form given in person, or a registered letter to the employee's last address on record with the Company.

**34.03** An employee who is discharged may file a grievance at Step Three of the Grievance procedure within three (3) working days after the notice was delivered as referred to in 34.02. Any grievance involving a discharge that is not filed within the above time limit shall not be arbitrated and shall not form a basis for a claim for wages.

**34.04** All disciplinary notices will be removed from the employee's file twelve (12) months after the date of the notice.

**34.05** An employee may have his Steward or committee person in attendance while being disciplined if he so requests.

## ARTICLE 35

### JOB CLASSIFICATION

**35.01** The schedule of job classifications and rates of pay in effect following the effective date of this Agreement is incorporated into this Agreement as Appendix "B" and shall remain in effect for the duration of this Agreement subject to 35.02 below.

**35.02** The Company may establish rates of pay for new or changed job classifications and will immediately inform the Union of any such new or changed job classifications. Any complaints resulting from the introduction of such job classifications may be taken up under Step Three of the grievance procedure provided it is raised within thirty (30) calendar days after the first employee is classified on the new or changed job classification, or within thirty (30) calendar days after notice to the Union of the new or changed job classification, whichever is the latest date. Any complaints resulting from the non-introduction of new or changed job classifications may be taken up under section 21.03 of the grievance procedure.

**35.03** In any arbitration of such grievances, the arbitrator shall be limited to determining whether or not the disputed job classification bears a proper ranking relationship to the schedule of job classifications and wage rates. In reaching its determination the arbitrator will have the authority to determine the job classification grade and corresponding wage rate for the new classification and such wage rate can be effective back to the time when the job classification was filled as of 35.02 above.

## ARTICLE 36

### WAGES

**36.01** The regular hourly wage rates and automatic rate progression schedule are agreed upon as set out in Appendix "B". The regular hourly wage rates will be increased through the steps in accordance with the required number of weeks worked at each step and will be effective on the start of the nearest pay period. Employees classified as Special Technical/instruct or Group Leaders will be paid as follows:

Special Technical/Instruct

— 35 cents above normal classification rate of pay.

Group Leaders — Rate of pay is job rate of Grade 12.

#### **Special Technical/Instruct**

Special Technical/Instruct employees shall be selected by seniority among the employees in the classification in the department, providing they are able to perform the job.

This position will perform under the direction of a Supervisor and must be capable of performing all operations within the assigned area and will, under direction:

— start up lines or individual positions in accordance with Industrial Engineering breakdown, and will instruct operators in the required methods and operations in the area.

— influence action by guiding and instructing the workers in his/her assigned area while regularly performing the same duties as the workers.

— fills in for operators as required.

— train new operators.

— may assist in insuring that materials are available for production runs and in general, directs the operation to insure that production schedules are met.

**Group Leader**

Group Leaders shall be selected, appointed and removed by the Company. Group Leader positions are not subject to the bidding procedure of this agreement. Group Leaders shall be subject to all terms of the collective agreement and shall be laid off and recalled by seniority within their respective classification.

This position will perform under the general direction of a Supervisor in conducting the activities of a group of employees.

— assists in planning the work of the group to ensure that they are constantly and gainfully employed.

— receives production schedules from the supervisor and implements action to have work performed.

— checks quality, job cards, time cards, etc. to audit production quantities and investigate reasons for schedule delays, but will have no authority for direct discipline.

— complete shortages by obtaining necessary material from source.

— assists in maintaining good housekeeping, safe work habits of the operators, and safe conditions of tools and machines.

— instructs and trains operators.

— assigns work and rearranges help in case of absence, relief, etc. and may fill in as an operator.

**36.02** Employees will normally be hired at the first step for the job grade in which their job classification falls, with previous time and experience being recognized to the extent that a rate above the first step may be paid.

**36.03** Employees shall be paid on Company time, before quitting, time by cheque, in a sealed envelope, dated and received on Thursday of each week.

**36.04** Notwithstanding the above, employees may request payment by bank deposit.

## **ARTICLE 37**

### **LEAVE OF ABSENCE**

**37.01** An employee with seniority may be given a leave of absence of up to thirty (30) calendar days for valid personal reasons provided he applies in writing to his Supervisor at least fourteen (14) calendar days prior to commencement of the leave. The application

and the Company's reply shall set out in writing the reasons for the proposed leave, the last day to be at work and the day of return to work, a copy of the leave application will be forwarded to the Local Union Office. The Company shall have the right to refuse the application for leave of absence in the event that the absence of the employee would unduly interfere with the Company's operations or for an invalid personal reason, it is however, agreed, that the Company will not exercise such right to refuse leave of absence in an arbitrary or discriminatory manner. The requirement of giving fourteen (14) calendar days notice may not be applied under circumstances where compassionate leave of absence is justified. Any leave of absence may be extended by mutual agreement upon there being a written request for an extension and any extension granted shall be made in writing with a copy forwarded to the Coininittee Chairperson. Excused temporary absence up to five (5) working days is not considered formal leave of absence and may be granted by an immediate Supervisor.

**37.02** Any employee with seniority elected or appointed to Union Office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a Leave of Absence for a period of one (1) year, with extension privileges provided, however, that such employee shall renew his Leave of Absence annually.

Any employee with seniority elected or appointed to any public office of the Municipal, Provincial or Federal Government, shall be granted a Leave of Absence for a

period of one (1) year with extension privileges, provided however, that such employee shall renew his Leave of Absence annually.

**37.03** Employees returning from Union Office or Public Office leaves shall notify the Company of their availability and desire to return to work, and the Company shall have ten (10) working days to return the employee to work following such notice.

**37.04** Any female employee with a minimum of one (1) year of seniority will, in the case of pregnancy certified by a qualified physician, be granted a Leave of Absence for a maximum of five (5) months, subject to the following conditions:

- a) The employee involved must notify the Company of her condition at least five (5) months prior to the week of confinement. such date of delivery must be furnished in writing by the employee's Physician.
- b) The employee involved must take a pregnancy Leave of Absence six (6) weeks prior to the expected week of confinement, (however, the Company may require the employee to commence the leave when it is determined that she can no longer reasonably perform her duties) and six (6) weeks following such week of confinement. The above six (6) weeks Leave of Absence may be extended to reach the maximum leave at the request of the employee. Such requests must be received by the Company two (2) weeks prior to the expiry of the six (6) week period.

- c) The employee involved may request a shorter Leave of Absence and such request will be considered subject to the following conditions:
- i) If after a discussion between the Plant Nurse and employee's doctor he will certify, in writing, that she is able to continue working.
  - ii) Such certificate must be renewed every two (2) weeks.
  - iii) She must sign a statement accepting full responsibility should anything happen to herself or the baby which would not normally be covered by Workers' Compensation or other benefit programs.
  - iv) She may return to work before the expiration of the six (6) week period following the week of confinement only if a request by the employee in writing, supported by a certificate from her doctor stating that she is able to resume her work is received by the Company at least one (1) week prior to the return date.
- d) Before returning to work following the pregnancy leave, the employee must provide the Company with a Physician's certificate stating that she is fit to return to normal duties.



- e) The Company will continue Group Insurance Benefits (O.H.I.P., Semi-private, Life Insurance, Dental and Extended Health Care) in effect at the time of commencement of maternity leave for the period of maternity leave provided the employee pays the premium in advance to the Company for Semi-Private and their portion of Dental Insurance.

**37.05** An employee with one (1) or more years seniority wishing to further his education by full time attendance at a recognized college, university, trade or technical school, may be granted a leave of absence for up to one (1) year under the following conditions:

- a) Before receiving the leave, or an extension, the employee shall provide the Company with satisfactory evidence he has been accepted as a student by the recognized college, university or school.
- b) On expiry of each term or semester the employee shall provide the Company with proof of attendance.
- c) Leave may be extended for additional periods not to exceed one (1) year each.

**37.06** The Company agrees to pay into a special fund one cent (\$.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be

paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to:

C.A.W. Leadership Training Fund  
R.R.#1, CAW Road 25  
PORT ELGIN, Ontario  
NOH 2C5

The Company further agrees that members of the Bargaining Unit, Selected by the Union to attend such courses, will be granted a Leave of Absence without pay for twenty (20) days of class time, plus travel time where necessary, said Leave of Absence to be intermittent over a twelve (12) month period from the first day of leave.

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

## **ARTICLE 38**

### **COST-OF-LIVING ALLOWANCE**

**38.01** All employees in the Bargaining Unit shall be granted a cost-of-living allowance for each hour actually worked or for time when the employee receives pay in lieu of work, Such cost-of-living allowance to be determined in the following manner.

**38.02** The cost-of-living allowance shall be computed according to the Canada Wide Consumer Price Index as published by Statistics Canada. For reference purposes it is agreed that the base year shall be 1986 with the Consumer Price Index equal to 100 base points.

**38.03** The cost-of-living allowance for this 3-year agreement shall be calculated quarterly based on one cent (\$0.01) for each .106 change that the value of the consumer Price Index (C.P.I.) for the appropriate quarter is above the base month:

- a) During the first year of the agreement effective June 1, 1999 one cent (\$0.01) for each .106 C.P.I. change.
- b) During the second year of the agreement effective June 1, 2000 one cent (\$0.01) for each .106 C.P.I. change.
- c) During the third year of the agreement effective June 1, 2001 one cent (\$0.01) for each .106 C.P.I. change.
- d) The COLA payout will be adjusted upward or downward quarterly based on the cumulative COLA amounts in a), b) and c), above less the threshold reduction as follows:
  - 1) June 1, 1999 to May 31, 2000 by seven cents (\$0.07)
  - 2) June 1, 2000 to May 31, 2001 by fourteen cents (\$0.14)
  - 3) June 1, 2001 to May 31, 2002 by twenty one cents (\$0.21)

**38.04** The COLA float of \$0.77 as of May 31, 1999 has been folded into the base wage as follows:

- \$0.25 effective June 1, 1999
- \$0.52 continues as a float through the first two years of this agreement.

\$0.25 effective June 1, 2001  
\$0.27 continue as a float in the third year  
of this agreement.

**38.05** The effective dates of adjustments for the COLA payouts shall be the 1st Monday of each quarter starting in June 1999.

The adjustment periods for each year will be:

**June:** based on January CPI to April CPI  
(currently published in May)  
**September:** based on April CPI to July CPI  
(currently published in August)  
**December:** based on July CPI to October CPI  
(currently published in November)  
**March:** based on October CPI to January  
CPI (currently published in February)

**38.06** The cost-of-living allowance for this three year agreement shall be considered an “add on” to the base rates as outlined in Appendix “B” and shall be paid in the form of a “float” to the base rates. The cost of living allowance shall not be considered as an integral part of such base rates.

C.O.L.A. shall not be included in the computation of overtime premiums, however it shall be included in the computation of statutory holiday pay, vacation, bereavement, jury duty pay and Union business absence.

## **ARTICLE 39**

### **APPENDICES**

**39.01** Attached hereto and forming a part of this Agreement is Appendix "A" covering Seniority Groups.

**39.02** Attached hereto and forming a part of this Agreement is Appendix "B" covering Regular Hourly Wage Rates and Job Classifications.

**39.03** Attached hereto and forming a part of this Agreement is Appendix "C" covering areas of Union Representation.

**39.04** Attached hereto and forming a part of this Agreement is Appendix "D" covering the Welfare Benefits.

**39.05** Attached hereto and forming a part of this Agreement is Appendix "E" covering various Letters of Understanding.

## **ARTICLE 40**

### **TERMINATION AND MODIFICATION**

**40.01** This agreement will be binding on the parties hereto and become effective from June 1, 1999 unless otherwise indicated and will be in full force and effect until May 31, 2002 and unless either party gives to the other written notice of termination or modification within sixty (60) days prior to May 31, 2002, or any subsequent renewal date, then it will continue in effect for a further year without change, and so on from year

to year thereafter unless terminated or modified as provided for herein.

This Collective Agreement is hereby duly executed by the said parties this 27<sup>th</sup> day of September, 1998.

**Signed on behalf  
of the Company**

David Jakob

**Signed on behalf  
of the Union**

Dan Webster  
Rina Paton  
Grace Burnett  
Mary McPhee  
Max Cordon  
Ines Amaral

## APPENDIX "A"

### SENIORITY GROUPS

1. **MANUFACTURING 1**
  - 601 General Process
  - 606 Epoxy Area Service and Set-Up
  - 614 Line Set-Up and Service
  - 615 Winding Technician
  - 617 Welders
  - 634 Machine Operator (Press)
  - 636 Machine Set-Up Operator (Die Cast)
  - 638 Ransburg System Operator
  - 700 Screw Machine Level A
  - 706 ATS Operator
  - 707 Product Inspector (Test/Repair)
  - 708 Milling and Drilling Machine Set-Up Operator
  - 710 Stock Supplier
  - 716 Press Set-Up (Heavy)
  - 720 Set-Up (Press, Light)
  - 721 Epoxy Coating Machine Operator
  - 722 Machine Set-Up
  - 727 Motor Builder
  - 731 Turn and Test Armature D.C.
  - 732 D.C. Armature Winder
  
2. **SUPPORT SERVICES**
  - 612 Trucker
  - 619 Shipper
  - 628 Quality Audit Technician
  - 630 Quality Control Incoming Inspection Tech.

631 Quality Control Technician  
703 Maintenance and Storeperson  
726 Runbuilder/Storesperson  
728 Receiver

3. **SKILLED CLASSIFICATIONS**

604 Master Toolmaker  
637 Maintenance Level A  
701 Master Mechanic  
702 Master Electrician - Electronics

Employees hired into Skilled Trades into a Master Classification must:

- a) Have served a bonafide apprenticeship of four (4) years-8,000 hours and hold a certificate which substantiates his claim of such service, or
- b) Have eight (8) years of practical experience in the Skilled Trades classification in which he claims journeyman's designation and can prove same, or
- c) Have obtained his U.A.W. or C.A.W. Journeyman's Card.

For employees hired into the Skilled Trades into a Master Classification, the Company when requested by the Union, will provide access to the documents relating to the hiring of all new Master Skilled Trades employees for the purpose of verifying Journeyman's status.



**APPENDIX "B"**  
**SCHEDULE OF REGULAR HOURLY WAGE RATES**  
**"EFFECTIVE JUNE 1, 1999 THROUGH MAY 31, 2000"**

<b>GRADE</b>	<b>CLASSIFICATION</b>	<b>3 WEEKS</b>	<b>6 WEEKS</b>	<b>9 WEEKS</b>	<b>12 WEEKS</b>	<b>20 WEEKS</b>	<b>JOB RATE</b>
4	601 GENERAL PROCESS	12.87	12.96	13.08			13.22
5	617 WELDERS	12.89	13.02	13.25			13.42
	634 MACHINE OPERATORS (PRESS)	12.89	13.02	13.25			13.42
	710 STOCK SUPPLIER	12.89	13.02	13.25			13.42
	727 MOTOR BUILDER	12.89	13.02	13.25			13.42
	731 TURN & TEST ARMATURE DC	12.89	13.02	13.25			13.42
6	706 A.T.S. OPERATOR	13.01	13.15	13.26	13.48		13.62
	707 PRODUCT INSPECTOR TEST / REPAIR	13.01	13.15	13.26	13.48		13.62
	708 MILLING & DRILLING M/C SETUP OPERATOR	13.01	13.15	13.26	13.48		13.62
	721 EPOXY COATING M/C OPERATOR	13.01	13.15	13.26	13.48		13.62
	732 DC ARMATURE WINDER	13.01	13.15	13.26	13.48		13.62
7	612 TRUCKER	13.11	13.22	13.44	13.65		13.82
	614 LINE SET-UP & SERVICE	13.11	13.22	13.44	13.65		13.82
8	613 DC FIELD WINDER	13.20	13.35	13.56	13.92		14.07
	703 MAINTENANCE & STORES PERSON	13.20	13.35	13.56	13.92		14.07

**APPENDIX "B"**  
**SCHEDULE OF REGULAR HOURLY WAGE RATES**  
**"EFFECTIVE JUNE 1, 1999 THROUGH MAY 31, 2000"**

<b>GRADE</b>	<b>CLASSIFICATION</b>	<b>3 WEEKS</b>	<b>6 WEEKS</b>	<b>9 WEEKS</b>	<b>12 WEEKS</b>	<b>20 WEEKS</b>	<b>JOB RATE</b>
9	636 M/C SET-UP OPERATOR (DIECAST)	13.42	13.56	13.74	14.12		14.27
	726 RUNBUILDER/STORES PERSON	13.42	13.56	13.74	14.12		14.27
10	606 EPOXY AREASERVICE & SETUP	13.59	13.77	13.98	14.22	14.41	14.53
	615 WINDING TECHNICIAN	13.59	13.77	13.98	14.22	14.41	14.53
	619 SHIPPER	13.59	13.77	13.98	14.22	14.41	14.53
	638 RANSBURG SYSTEM OPERATOR	13.59	13.77	13.98	14.22	14.41	14.53
	720 SET-UP"(PRESS.LIGHT)"	13.59	13.77	13.98	14.22	14.41	14.53
	722 MACHINE SET-UP	13.59	13.77	13.98	14.22	14.41	14.53
	728 RECEIVER	13.59	13.77	13.98	14.22	14.41	14.53
11	628 QUALITY AUDIT TECHNICIAN	13.75	13.94	14.10	14.34	14.54	14.68
	630 Q.C.-INCOMING INSPECTION TECHNICIAN	13.75	13.94	14.10	14.34	14.54	14.68
	631 QUALITY CONTROL TECHNICIAN	13.75	13.94	14.10	14.34	14.54	14.68
12	716 PRESS SET-UP (HEAVY)	14.53	14.67	14.82	15.07	15.21	15.54

**APPENDIX "E"**  
**SCHEDULE OF REGULAR HOURLY WAGE RATES**  
**"EFFECTIVE JUNE 1, 1999 THROUGH MAY 31, 2000"**

<b>GRADE</b>	<b>CLASSIFICATION</b>	<b>3 WEEKS</b>	<b>4 WEEKS</b>	<b>JOB RATE</b>
13	637 MAINTENANCE "A"	16.08	16.22	17.09
	700 SCREW MACHINE "A"	16.03	16.17	17.04
	604 MASTER TOOLMAKER	17.84	17.98	18.85
	701 MASTER MECHANIC	17.84	17.98	18.85
	702 MASTER ELECTRICIAN/ELECTRONICS	18.09	18.23	19.10

**Schedule of Apprenticeship Regular Hourly Wage Rates**  
**"Effective June 1, 1999 Through May 31, 2000"**

- 65% of journeyman rate for 1st 1000 credited hours
- 70% of journeyman rate for 2nd 1000 credited hours
- 75% of journeyman rate for 3rd 1000 credited hours
- 80% of journeyman rate for 4th 1000 credited hours
- 85% of journeyman rate for 5th 1000 credited hours
- 90% of journeyman rate for 6th 1000 credited hours
- 95% of journeyman rate for 7th 1000 credited hours
- 95% of journeyman rate for 8th 1000 credited hours

Journeyman rate refers to 604 Master Toolmaker rate or 701 Master Mechanic Rate

It is understood that the weeks shown are the number of weeks to be worked in each step.  
 Progression through each step shall be automatic

**APPENDIX "B"**  
**SCHEDULE OF REGULAR HOURLY WAGE RATES**  
**"EFFECTIVE JUNE 1, 2000 THROUGH MAY 31, 2001"**

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<b>GRADE</b>	<b>CLASSIFICATION</b>	<b>3 WEEKS</b>	<b>6 WEEKS</b>	<b>9 WEEKS</b>	<b>12 WEEKS</b>	<b>20 WEEKS</b>	<b>JOB RATE</b>
4	601 GENERAL PROCESS	12.97	13.06	13.18			13.32
5	617 WELDERS	12.99	13.12	13.35			13.52
	634 MACHINE OPERATORS (PRESS)	12.99	13.12	13.35			13.52
	710 STOCK SUPPLIER	12.99	13.12	13.35			13.52
	727 MOTOR BUILDER	12.99	13.12	13.35			13.52
	731 TURN & TEST ARMATURE DC	12.99	13.12	13.35			13.52
6	706 A.T.S. OPERATOR	13.11	13.25	13.36	13.58		13.72
	707 PRODUCT INSPECTOR TEST / REPAIR	13.11	13.25	13.36	13.58		13.72
	708 MILLING & DRILLING MC SETUP OPERATOR	13.11	13.25	13.36	13.58		13.72
	721 EPOXY COATING M/C OPERATOR	13.11	13.25	13.36	13.58		13.72
	732 DC ARMATURE WINDER	13.11	13.25	13.36	13.58		13.72
7	612 TRUCKER	13.21	13.32	13.54	13.75		13.92
	614 LINE SET-UP & SERVICE	13.21	13.32	13.54	13.75		13.92
8	613 DC FIELD WINDER	13.30	13.45	13.66	14.02		14.17
	703 MAINTENANCE & STORES PERSON	13.30	13.45	13.66	14.02		14.17

**APPENDIX "B"**  
**SCHEDULE OF REGULAR HOURLY WAGE RATES**  
**"EFFECTIVE JUNE 1, 2000 THROUGH MAY 31, 2001"**

<b>GRADE</b>	<b>CLASSIFICATION</b>	<b>3 WEEKS</b>	<b>6 WEEKS</b>	<b>9 WEEKS</b>	<b>12 WEEKS</b>	<b>20 WEEKS</b>	<b>JOB RATE</b>
9	636 M/C SET-UP OPERATOR (DIECAST)	13.52	13.66	13.84	14.22		14.37
	726 RUNBUILDER/STORES PERSON	13.52	13.66	13.84	14.22		14.37
10	606 EPOXY AREASERVICE & SETUP	13.69	13.87	14.08	14.32	14.51	14.63
	615 WINDING TECHNICIAN	13.69	13.87	14.08	14.32	14.51	14.63
	619 SHIPPER	13.69	13.87	14.08	14.32	14.51	14.63
	638 RANSBURG SYSTEM OPERATOR	13.69	13.87	14.08	14.32	14.51	14.63
	720 SET-UP"(PRESS.LIGHT)"	13.69	13.87	14.08	14.32	14.51	14.63
	722 MACHINE SET-UP	13.69	13.87	14.08	14.32	14.51	14.63
	728 RECEIVER	13.69	13.87	14.08	14.32	14.51	14.63
11	628 QUALITY AUDIT TECHNICIAN	13.85	14.04	14.20	14.44	14.64	14.78
	630 Q.C.-INCOMING INSPECTION TECHNICIAN	13.85	14.04	14.20	14.44	14.64	14.78
	631 QUALITY CONTROL TECHNICIAN	13.85	14.04	14.20	14.44	14.64	14.78
12	716 PRESS SET-UP (HEAVY)	14.63	14.77	14.92	15.17	15.31	15.64

**APPENDIX "B"**  
**SCHEDULE OF REGULAR HOURLY WAGE RATES**  
**"EFFECTIVE JUNE 1, 2000 THROUGH MAY 31, 2001"**

GRADE	CLASSIFICATION	3 WEEKS	4 WEEKS	JOB RATE
13	637 MAINTENANCE "A"	16.18	16.32	17.19
	700 SCREW MACHINE "A"	16.13	16.27	17.14
	604 MASTER TOOLMAKER	17.94	18.08	18.95
	701 MASTER MECHANIC	17.94	18.08	18.95
	702 MASTER ELECTRICIAN/ELECTRONICS	18.19	18.33	19.20

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**Schedule of Apprenticeship Regular Hourly Wage Rates**  
**"Effective June 1, 2000 Through May 31, 2001"**

- 65% of journeyman rate for 1st 1000 credited hours
- 70% of journeyman rate for 2nd 1000 credited hours
- 75% of journeyman rate for 3rd 1000 credited hours
- 80% of journeyman rate for 4th 1000 credited hours
- 85% of journeyman rate for 5th 1000 credited hours
- 90% of journeyman rate for 6th 1000 credited hours
- 95% of journeyman rate for 7th 1000 credited hours
- 95% of journeyman rate for 8th 1000 credited hours

Journeyman rate refers to 604 Master Toolmaker rate or 701 Master Mechanic Rate

It is understood that the weeks shown are the number of weeks to be worked in each step.  
 Progression through each step shall be automatic

**APPENDIX "B"**  
**SCHEDULE OF REGULAR HOURLY WAGE RATES**  
**"EFFECTIVE JUNE 1, 2001 THROUGH MAY 31, 2002"**

<b>GRADE</b>	<b>CLASSIFICATION</b>	<b>3 WEEKS</b>	<b>6 WEEKS</b>	<b>9 WEEKS</b>	<b>12 WEEKS</b>	<b>20 WEEKS</b>	<b>JOB RATE</b>
4	601 GENERAL PROCESS	13.32	13.41	13.53			13.67
5	617 WELDERS	13.34	13.47	13.70			13.87
	634 MACHINE OPERATORS (PRESS)	13.34	13.47	13.70			13.87
	710 STOCK SUPPLIER	13.34	13.47	13.70			13.87
	727 MOTOR BUILDER	13.34	13.47	13.70			13.87
	731 TURN & TEST ARMATURE DC	13.34	13.47	13.70			13.87
6	706 A.T.S. OPERATOR	13.46	13.60	13.71	13.93		14.07
	707 PRODUCT INSPECTOR TEST / REPAIR	13.46	13.60	13.71	13.93		14.07
	708 MILLING & DRILLING M/C SETUP PERSON	13.46	13.60	13.71	13.93		14.07
	721 EPOXY COATING M/C OPERATOR	13.46	13.60	13.71	13.93		14.07
	732 DC ARMATURE WINDER	13.46	13.60	13.71	13.93		14.07
7	612 TRUCKER	13.56	13.67	13.89	14.10		14.27
	614 LINE SET-UP & SERVICE	13.56	13.67	13.89	14.10		14.27
8	613 DC FIELD WINDER	13.65	13.80	14.01	14.37		14.52
	703 MAINTENANCE & STORES PERSON	13.65	13.80	14.01	14.37		14.52

APPENDIX "B"  
 SCHEDULE OF REGULAR HOURLY WAGE RATES  
 "EFFECTIVE JUNE 1, 2001 THROUGH MAY 31, 2002"

GRADE	CLASSIFICATION	3 WEEKS	6 WEEKS	9 WEEKS	12 WEEKS	20 WEEKS	JOB RATE
9	636 M/C SET-UP OPERATOR (DIECAST)	13.87	14.01	14.19	14.57		14.72
	726 RUNBUILDER/STORES PERSON	13.87	14.01	14.19	14.57		14.72
10	606 EPOXY AREA SERVICE & SETUP	14.04	14.22	14.43	14.67	14.86	14.98
	615 WINDING TECHNICIAN	14.04	14.22	14.43	14.67	14.86	14.98
	619 SHIPPER	14.04	14.22	14.43	14.67	14.86	14.98
	638 RANSBURG SYSTEM OPERATOR	14.04	14.22	14.43	14.67	14.86	14.98
	720 SET-UP "(PRESS LIGHT)"	14.04	14.22	14.43	14.67	14.86	14.98
	722 MACHINE SET-UP	14.04	14.22	14.43	14.67	14.86	14.98
11	728 RECEIVER	14.04	14.22	14.43	14.67	14.86	14.98
	628 QUALITY AUDIT TECHNICIAN	14.20	14.39	14.55	14.79	14.99	15.13
	630 Q.C.-INCOMING INSPECTION TECHNICIAN	14.20	14.39	14.55	14.79	14.99	15.13
12	631 QUALITY CONTROL TECHNICIAN	14.20	14.39	14.55	14.79	14.99	15.13
	716 PRESS SET-UP "(HEAVY)"	14.98	15.12	15.27	15.52	15.66	15.99



**APPENDIX "B"**  
**SCHEDULE OF REGULAR HOURLY WAGE RATES**  
**"EFFECTIVE JUNE 1, 2001 THROUGH MAY 31, 2002"**

GRADE	CLASSIFICATION	3 WEEKS	4 WEEKS	JOB RATE
13	637 MAINTENANCE "A"	16.53	16.67	17.54
	700 SCREW MACHINE "A"	16.48	16.62	17.49
	604 MASTER TOOLMAKER	18.29	18.43	19.30
	701 MASTER MECHANIC	18.29	18.43	19.30
	702 MASTER ELECTRICIAN/ELECTRONICS	18.54	18.68	19.55

**Schedule of Apprenticeship Regular Hourly Wage Rates**  
**"Effective June 1, 2001 Through May 31, 2002"**

- 65% of journeyman rate for 1st 1000 credited hours
- 70% of journeyman rate for 2nd 1000 credited hour.;
- 75% of journeyman rate for 3rd 1000 credited hours
- 80% of journeyman rate for 4th 1000 credited hours
- 85% of journeyman rate for 5th 1000 credited hours
- 90% of journeyman rate for 6th 1000 credited hours
- 95% of journeyman rate for 7th 1000 credited hours
- 95% of journeyman rate for 8th 1000 credited hours

Journeyman rate refers to 604 Master Toolmaker rate or 701 Master Mechanic Rate

It is understood that the weeks shown are the number of weeks to be worked in each step.  
 Progression through each step shall be automatic

**APPENDIX "C"**

**AREAS OF  
UNION REPRESENTATION**

- a) Plant Committee Chairperson  
— Bargaining Unit Wide
  
- b) Committee Persons — Four (4)
  - 1 — Committee Person (day shift) —  
D.C. Area and A.C. Area
  
  - 1 — Committee Person (day shift) —  
Press/Paint Area  
Rotor Area  
Shaft/Machine Shop Area  
Shipping, Receiving, Stores,  
Q.A. Area
  
  - 1 — Committee Person  
(Skilled Classification)
  
  - 1 — Committee Person (night shift)  
Plant Wide
  
- c) Stewards — Seven (7)
  - 1 — Steward (day shift) —  
Shipping, Stores, Receiving,  
Q.A.
  
  - 2 — Stewards (day shift) —  
D.C. Area
  
  - 2 — Stewards (day shift) —  
A.C. Area

1— Steward (day shift) —Press/Paint,  
Shafts/Machine Shop, Rotors

1— Steward (night shift) — Plant Wide  
increasing as per clause 5.01

**APPENDIX "D"**

**SUMMARY OF  
HEALTH CARE BENEFITS**

**EFFECTIVE JUNE 1st, 1999**

**Life Insurance**

Each Employee \$23,500  
\$5,000 Paid Up Life Insurance at Retirement

**A.D.&D.**

Each Employee \$23,500

**EFFECTIVE JUNE 1st, 2000**

**Life Insurance**

Each Employee \$23,500  
\$5,000 Paid Up Life Insurance at Retirement

**A.D.&D.**

Each Employee \$23,500

**EFFECTIVE JUNE 1st, 2001**

**Life Insurance**

Each Employee \$24,000  
\$5,000 Paid Up Life Insurance at Retirement

**A.D.&D.**

Each Employee \$24,000

### **WEEKLY INDEMNITY**

- A. 66 2/3 % of regular weekly earnings, based on regular hourly wage rate in effect at time of absence. Benefits are subject to income and other applicable tax deductions as required by legislation.
- B. Payments start from the 3rd full regular working day of disability for nonoccupational sickness or accident for a maximum of 38 weeks (190 work days), and if admitted to hospital as of the 1st day of admittance.

### **EXTENDED HEALTHCARE**

- 1. Eyeglasses (includes contact lenses) up to \$130.00 per twentyfour (24) month period per insured person —No Deductible.
- 2. Prescription drug plan covering drugs, injectibles, serums, insulin and diabetic supplies purchased on the prescription of a medical doctor. Each prescription is subject to a \$.35 deductible after which 100% of the cost will be paid.
- 3. The benefits listed below are subject to a \$25.00 deductible per family per twelve (12) consecutive month period after which 100% of eligible expenses will be paid.

ambulance charges when not paid by O.H.I.P.

difference between semi-private and private  
hospital room charge

private nursing care

prescription medical appliances and  
equipment

physiotherapist charges when not paid by  
O.H.I.P.

dental and plastic surgery, required as the result  
of an accident and when not paid by  
O.H.I.P.

up to \$10.00 per day for 120 days in a licensed  
private hospital

special cancer treatment when not paid by  
other government or private agencies

hearing aids up to \$500.00 per insured person  
for the lifetime of the policy

4. The Company agrees to provide basic preventative Dental Care Benefits based upon the 1997 O.D.A. Fee Schedule (effective June 1st, 2000—1998 O.D.A. Fee Schedule and effective June 1st, 2001—1999 O.D.A. Fee Schedule) plus endodontic, periodontic, denture repairs and 50% reimbursement of denture purchase. The maximum per insured is \$2,000.00.  
The company will pay 80% of the premium

cost and will arrange for the employee contribution to be deducted through payroll deductions on a regular basis.

**NOTE**

Extended Health Care and Dental Benefits will apply to dependents to the age of 21 or to age 25 if in full time attendance at school or university.

**PENSION PLAN**

For the normal retirement benefit employees will receive:

A monthly pension amount of \$20.00 for each year of service with the Company, Old Age Security and Canada Pension Plan benefits are received in addition to this monthly amount.

**PENSION INFORMATION:**

The Company will provide a number of information documents as outlined under separate cover.

**GENERAL:**

The above benefits are subject to the provisions and regulations as set out in the group policies through which these benefits are provided.

**APPENDIX "E"**  
**LETTERS OF UNDERSTANDING**

**A. PAID HOLIDAYS**

The Company will continue the past practice of not requiring employees to take an additional day off when a paid holiday falls in an employee's approved vacation period.

The Company will grant, where practical and within production requirements, leave of absence without pay for employees requesting such on Remembrance Day.

**B. CLEANUP PERIOD**

Where is deemed, by Management to be necessary, employees shall be allowed sufficient time to put away tools and clean up their work area prior to quitting time.

**C. TEMPORARY REDUCTION**

During the course of the current negotiations the parties mutually recognized the desirability of minimizing, wherever possible, the hardships caused by temporary reductions in the work force.

In this regard the Company agrees that when temporary reductions in work force are necessary efforts will be made to locate alternative employment for employees so affected or to locate employees who wish to accept layoff voluntarily.

**D. LUNCH PERIODS**

Providing employees do not leave the property during lunch period, punching out and punching in will not be required. If this understanding is violated the company will have the right to reinstate punching out and punching in during lunch periods.



**E. OVERTIME**

It is not the intent of the Company to schedule overtime while seniority employees are laid off. However, in the event production overtime becomes necessary the Company will discuss the reasons for such work with the Union.

**F. TOOL ALLOWANCE**

The tool allowance of \$220.00 is subject to the tradespersons having, or purchasing the required tools of their trade as agreed by the parties during negotiations.

**G. PLANT CHAIRPERSON**

For the Term of this Agreement —the Plant Chairperson will be allowed sufficient time on his regular shift for the purpose of action as expressly provided in the Agreement at the Local Union Office when related to inplant problems and he has received the prior permission of the Plant Manager or his designate.

**H. SAFETY TRAINING**

For Members of the Health and Safety committee and the Plant Committee, the Company agrees to pay for time off to attend Safety Training of not more than thirty (30) hours during the life of this Agreement. Wages will be at regular hourly wage rate (including COLA).

The Union shall be responsible for providing and paying Instructors and the Company will be responsible for the expense of materials required in the program at cost.

**I. SMOKING ROOM**

The Company agrees to maintain two (2) designated smoking areas, located one (1) with a walled off area in the cafeteria (with increased ventilation) and one (1) outside the plant, provided they do not violate present or future government legislation.

**J. PLANT CLOSURE**

In the event of a plant closure the Company agrees to meet with the Union to negotiate a plant closure agreement.