

# COLLECTIVE AGREEMENT

*BETWEEN*

**TECTROL INC.**

(Hereinafter called the "Company")

RECEIVED

and

JAN 14 1971

**LOCAL 355**

of the

**INTERNATIONAL BROTHERHOOD**

OF

**ELECTRICAL WORKERS**

**A.F.L. - C.I.O. - C.F.L.**

(Hereinafter called the "Union")

11770 (06)

## Index

	Page
Article 1 – Purpose.....	3
Article 2 – Recognition.....	3
Article 3 – Interpretations and Definitions.....	4
Article 4 – Management Rights.....	6
Article 5 – Relationship .....	7
Article 6 – No Strikes or Lockouts.....	7
Article 7 – Union Security .....	8
Article 8 – Union Representation.....	8
Article 9 – Hours of Work .....	11
Article 10 – Notice of Lates and Absence.....	12
Article 11 – Probationary Employees .....	13
Article 12 – Seniority .....	13
Article 13 – Grievance Procedure .....	18
Article 14 – Pregnancy and Parental Leave .....	23
Article 15 – Vacations .....	23
Article 16 – Statutory Holidays .....	24
Article 17 – Layoff and Recall .....	26
Article 18 – Leaves of Absence .....	29
Article 19 – Bulletin Boards .....	31
Article 20 – Benefit Plans .....	31
Article 21 – Vehicle Allowance .....	32
Article 22 – RRSP .....	32
Article 23 – Term of Agreement .....	33

## Index

	Page
Letter of Understanding Re: Job Evaluation Committee.....	34
Letter of Understanding Re: Recognition of Union Representation.....	34
Letter of Understanding Re: 2010 Vacation Schedule.....	34
Appendix “B” Fringe Benefits .....	35
Appendix “A” Wage Rates.....	38
Effective January 1, 2010.....	38
Effective January 1, 2011.....	39
Effective January 1, 2012.....	40
Appendix “C” Vacation Schedule.....	41

## **ARTICLE 1 - PURPOSE**

1:01 The general purpose of this Collective Agreement is to establish and maintain orderly collective bargaining relations between the Company and the Employees, represented by the Union, covered by this Collective Agreement and to provide a mechanism for the timely disposition of grievances which might arise hereunder.

1:02 The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, quality, profitable, cost effective operation and improve itself in a highly competitive market and the Union agrees to support the Company in obtaining these objectives.

## **ARTICLE 2 - RECOGNITION**

2:01 The Company recognizes the Union as the sole bargaining agent of all employees of Tectrol Inc. in the Municipality of Metropolitan Toronto, save and except lead hands, supervisors, persons above the rank of supervisor, office and sales staff, engineering and test engineering staff, and students employed in a cooperative work program.

2:02 Persons who are not members of the bargaining unit will be permitted to perform bargaining unit work normally performed by bargaining unit employees only in the following types of situations:

- a) In the instruction and training of employees.
- b) In the performance of necessary work when production difficulties are encountered on the job.

- c) For the purposes of experimentation.
- d) For emergency circumstances where bargaining unit employees who normally perform the work are not available and are not able to meet the need.
- e) Lead hands and supervisors in the performance of their normal duties.

### **ARTICLE 3 - INTERPRETATIONS AND DEFINITIONS**

#### **3:01 (a) Employees**

The term employees shall mean an employee covered by the provisions of this Collective Agreement unless otherwise indicated by context.

#### **(b) Full Time Employees**

The term “regular full time employee” means an employee hired for an indefinite period and who is regularly scheduled to work the normal full time hours.

#### **(c) Contract Employees**

The term “contract employee” is an employee hired through or from any source into a classification for a definite period of time not to exceed nine (9) months. The Company may engage the services of contract employees provided that there are no employees on layoff with recall rights and who have the skill and ability to perform the required work.

“Contract employees” will not be hired into classifications beyond the entry level Assembler One classification until “regular full time employees”

have been given an opportunity to fill such higher vacancies through the job posting procedure.

“Contract employees” shall be subject to the terms of the Collective Agreement excluding Article 12 Seniority, Article 18 Leaves of Absence and Article 20 Benefit Plans.

At any time within the nine (9) month period, a “contract employee” may either be offered a job as a “regular full time employee” of Tectrol, subject to Article 12, or discharged, provided such discharge is done in good faith and in a non-discriminatory fashion.

When a contract employee is offered and has accepted a job as a regular full time employee, time on the job from his first day of uninterrupted employment shall count toward the 480 hours of the mandatory probation period for regular full time employees in accordance with Article 11 Probationary Employees. Thereby the contract employee is first subject to Article 11 Probationary Employees.

“Contract employees” cannot be offered another contract position within six (6) months of completion of the last contract position.

If a “contract employee” becomes a “regular full time employee” then his/her seniority shall commence from the last date of hire as a “contract employee”.

3:02 In this Collective Agreement unless otherwise indicated by the context, the masculine gender includes the feminine gender and vice versa.

3:03 Where the singular is used throughout an Article within this Collective Agreement it is agreed that the plural is an acceptable substitute wherever the plural is applicable.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

4:01 The Union recognizes and acknowledges that the management of the Employer's operation and the direction of the working forces are fixed exclusively in the Employer and, without limiting the generality of the foregoing and subject to the terms of this Collective Agreement, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause.
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees, select employees for positions excluded from the Union.
- (c) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications, and require a medical examination for legitimate reasons.
- (d) determine the location of the operations, and their expansion or their curtailment, the direction of the working forces, the sub-contracting of work, the schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments; determine the qualifications, the skill and ability needed to perform the required work of any particular job, decide on the number of employees needed by the employer at any time, the number of hours to be worked, starting and quitting times and when to work overtime.

(e) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

4:02 The foregoing enumeration of Management's rights shall not be deemed to exclude other rights of management not specifically set forth.

## **ARTICLE 5 - RELATIONSHIP**

5:01 The Company and the Union agree that there shall be no discrimination, interference, restraint or coercion, exercised or practiced by the Company or the Union, or by their representatives, with respect to any employees in the exercise of their rights as set forth in this Collective Agreement.

5:02 The Union further agrees that there shall be no soliciting for membership, collection of dues or other union activities during working hours except as authorized by this Collective Agreement.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

6:01 The Union agrees that during the life of this Collective Agreement there will be no strikes, picketing, slowdown, or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout. The Union agrees that if any such action takes place it shall verbally request forthwith and direct the employees to cease such action.



## **ARTICLE 7 - UNION SECURITY**

7:01 All employees in the Bargaining Unit must become members of the Union and shall remain members in good standing.

7:02 The Company will deduct each pay period from the pay of each employee in the Bargaining Unit, a specified amount equivalent to the regular monthly union dues as established by the Union, times twelve divided by twenty six. At the time of the first dues deduction the Company will also deduct an amount equivalent to the initiation fee as established by the Union.

7:03 The Union shall indemnify and save harmless the Company, including its agents and employees, from any and all claims or actions brought by an employee, arising out of or in any way related to the deductions made in accordance with this Article.

7:04 The Company must receive written notification of changes in the amount of regular monthly Union dues. Such changes shall be implemented in the second month following notification.

7:05 Annual federal statutory individual statement of earnings to employees (T-4) shall show deductions made for Union dues.

## **ARTICLE 8 - UNION REPRESENTATION**

8:01 The Company recognizes the following representatives of the Union:

- (a) Duly elected Executive Officers.

- (b) Negotiating Committee with up to four (4) members with at least nine (9) months seniority.
- (c) Grievance Committee of three (3) members.
- (d) Steward representation, appointed by the Union and consistent with the needs, but not in excess of one (1) for each thirty-five (35) employees.
- (e) Labour Management Committee of three (3) employees.
- (f) Joint Health and Safety Committee of three (3) employees, one (1) of which is certified.
- (g) Chief Steward.

8:02 A Steward's and other Union Officer's first obligation is to the performance of his/her regular duties and he/she shall not leave his/her regular duties without first obtaining permission of the immediate Supervisor or his/her designate and shall advise the Supervisor of the reason for the request and approximate duration and report back to such Supervisor at the time of his/her return to work. Permission will not be unreasonably withheld. At no time shall a Steward interrupt employees while such employees are engaged with a customer or completing a task. If in the course of such time away from his/her regular duties the Steward visits another department, he/she shall, upon entering that department, advise the Supervisor of that department, or his/her designate the reason for the visit.

8:03 The Union agrees to furnish the Company with the names of its duly elected Officers and Representatives appointed to deal with matters arising out of this Collective Agreement, and undertakes to notify the Company promptly of any change in status of Officers or appointed Representatives.

8:04 The Company recognizes the right of the union to appoint or otherwise select three (3) employees from amongst employees in the Bargaining Unit who have completed nine

(9) months continuous employment, for the purpose of sitting on the Labour Management Committee. The Labour Management Committee shall meet monthly with the Company to discuss matters of mutual concern with anticipated resolution to those concerns. Formal grievances will not be discussed. Minutes will be kept and distributed as soon as possible following the meeting.

8:05 The Company shall compensate recognized employee Officers and Representatives for time spent in handling grievances of employees and attending meetings of the Grievance Committee or any other joint committee established, at their straight time hourly rate. The Company will compensate the employees on the Union Negotiating Committee for the first five (5) days of negotiation of a new contract with the Company, additional days in negotiations will not be compensated. It is understood and agreed that members of the Union Executive meeting for purposes of conducting internal Union business shall not be compensated. Employee Officers and Representatives will not be compensated for conducting business outside of regular working hours.

8:06 The Company agrees to recognize the Union Business Manager or appointed Representative and the International Representatives of the I.B.E.W. during negotiations, grievance proceedings and meetings. The aforementioned Representatives may request access to the Company during working hours and permission will not be unreasonably withheld.

8:07 The Company shall print 300 copies of the Collective Agreement in 3"x 5" format booklet form. Any additional agreements will be printed in 8 1/2" x 11" format.

8:08 The Company and the Union agree to equally cover the cost of renting rooms for the purpose of collective bargaining.

8:09 The Union's address for service is:  
President  
Local Union 355 - I.B.E.W.

The Union's address will be that of the duly elected President as identified in Article 8:03

## **ARTICLE 9 - HOURS OF WORK**

9:01 The normal hours of work will be forty (40) hours per week, eight hours per day, Monday to Friday inclusive. . An employee on day shift who has been requested to start his work (2) two hours or more after regularly scheduled start time for the shift will be entitled to pay at his normal hourly rate for the half hour meal break for that day. Evening shift will work thirty seven and one half (37.5) hours per week and will be granted a one half (½) hour per day paid supper period for each shift worked, of which ten (10) minutes per day will be deferred to the end of the shift for a maximum of two and one half (2 ½) hours per week paid supper break. Nothing in this Article shall be construed as a guarantee or entitlement to such hours per week, hours per day, schedule or otherwise, unless stated elsewhere within this Collective Agreement.

### **9:02 Overtime**

Authorized work in excess of forty (40) paid hours per week for the day shift and shall be compensated at time and one half (1 ½) the employee's regular straight time hourly rate. Paid leaves and paid floating days shall be deemed as time worked for the purpose of calculation of overtime.

### **9:03 Clean up and Break Periods**

An employee is entitled to two (2) ten (10) minute rest periods per shift - one (1) in the first half of the shift and one (1) in the latter half.

It is the policy of the Company to recognize that certain jobs are of such a nature that some clean up time is desirable. The allowable time, however, is left to the discretion of the Supervisor under whose jurisdiction this particular type of job occurs.

The company agrees to review ways of reducing congestion around the lockers to implement practical solutions.

**9:04** The parties to this Collective Agreement recognize the needs of the business may require the performance of overtime work from time to time and employees agree to perform such work. The Company will attempt to advise employees of required overtime as far in advance as is practicable and employees shall be paid only for those hours actually worked and assigned. Overtime will be distributed as equitably as possible within the department and classifications to employees with the required skill and ability.

**9:05** An employee shall scan in before he assumes work and again upon leaving at the end of the day. Employees must scan out during the day when they leave the premises other than during scheduled breaks and lunch periods and scan in when they return to work.

### **ARTICLE 10 - NOTICE OF LATES AND ABSENCE**

**10:01** Employees are required to attend work punctually and regularly. When unable to attend, the employee must contact his/her Supervisor as far in advance as possible of his/her scheduled start time, giving the reason he/she is unable

to attend work, the date of his/her expected return, and the details as to where he/she can be contacted in his/her absence. If the employee cannot contact his/her Supervisor he/she must contact the Department Manager. An employee may be required by the Company to substantiate the reasons for any absence. In any relevant case, the Company may also require the employee to sign a release of medical information, to a doctor selected by the Company, substantiating that he/she is unable to attend work, or may require an employee to be examined by a doctor of mutual choice.

The Company will pay the directly billed cost to the employee of any medical documentation requested by the Company.

## **ARTICLE 11 - PROBATIONARY EMPLOYEES**

11:01 An employee will have no seniority and shall be considered on probation until he/she has completed 480 hours worked since the last date of hire with the Company.

11:02 The Company may discipline or discharge an employee in its sole discretion for any reason satisfactory to the Company at any time during the probationary period, provided such discipline or discharge is done in good faith and in a non-discriminatory fashion. It is agreed that the discipline or discharge of a probationary employee is a matter which **is** not covered by the terms of this Collective Agreement except as stated in this Sub-Article and shall be grievable but not arbitrable.

## **ARTICLE 12 - SENIORITY**

12:01 Seniority of an employee shall be defined as length of uninterrupted service since the last date of hire with the Company, in a Bargaining Unit classification. Seniority shall

only be credited upon completion of the probationary period. Seniority rights will apply only to the extent expressly provided in this Collective Agreement.

12:02 The Company shall compile seniority lists every six (6) months, and post them on the Union bulletin board(s). Any errors or omissions on the seniority lists, brought to the attention of the Company, will be corrected.

A copy of each seniority list and the corrected list shall be forwarded to the Union.

12:03 Employees shall maintain and accumulate seniority when absent from work as follows:

- (a) During a leave of absence as allowed by this Collective Agreement.
- (b) During a layoff, when an employee is laid off by the Company for a continuous period of:
  - six (6) continuous months in the case of an employee having less than two (2) years seniority, or for a period equal to the employee's seniority, whichever is lesser
  - twelve (12) continuous months in the case of an employee having two (2) years seniority or more, but less than five (5) years seniority
  - eighteen (18) continuous months in the case of an employee having five (5) or more years seniority
- (c) During periods of absence due to non-occupational accident or sickness to the length of seniority to a maximum of two (2) years.
- (d) During any absence for sickness and/or accident covered by the Workers' Compensation Act.

12:04 Seniority of an employee shall be lost and his/her employment deemed terminated for any of the following reasons:

- (a) Resignation
- (b) Transfers to an out-of-scope position not covered by Article 2:01, except in circumstances where the employee returns to a Bargaining Unit position within six (6) months of transfer.
- (c) Layoff in excess of the employee's seniority at the time of layoff or:
  - six (6) continuous months in the case of an employee having less than two (2) years seniority, or for a period equal to the employee's seniority, whichever is lesser
  - twelve (12) continuous months in the case of an employee having two (2) years seniority or more, but less than five (5) years seniority
  - eighteen (18) continuous months in the case of an employee having five (5) or more years seniority
- (d) Failure to respond to a recall notice.
- (e) He/she is discharged and such discharge is not reversed through the grievance or arbitration procedure.
- (f) He/she is absent from work without permission for more than three (3) consecutive working days without furnishing the Company by telephone a satisfactory explanation for such absence, unless it can be established that he/she was prevented



from notifying the Company for reasons beyond his/her control.

- (g) He/she fails to return to work immediately after the Company has been notified by a doctor or the Workers' Compensation Board that the employee is able to return to work.

When an employee is on layoff and recalled pursuant to this Collective Agreement, notice shall consist of a registered letter to the employee's last address on record with the Company. It is the responsibility of the employee to provide written notification of any changes in his/her address to the Personnel Office.

## 12:05 **Job Postings**

When a vacancy occurs or a new job is created in the Bargaining Unit, the Company agrees to post such vacancy or job on Company and Union bulletin boards accessible to all employees, setting forth the nature of the job or vacancy for a period of five (5) consecutive days.

Employees for whom movement to the position would be a promotion may apply. The Company need not consider any applicant who, within the prior six (6) month period, successfully bid on a vacancy or an employee who has accumulated less than six (6) months seniority. A copy of each posting notice and the name of the successful applicant will be sent to the Union.

The job posting will indicate the normal duties, qualifications and pay rate.

Employees in group three (3) or above may apply for a vacancy that is a lateral move within the same group to advance their career path. In respect to lateral moves the

Company will exercise its discretion in a fair and reasonable manner.

12:06 An employee wishing to make an application must do so within the five (5) days posting period by contacting the Personnel Office. An employee going on leave may pre-apply under the job posting provision, with the Personnel Office indicating his/her job preference should a vacancy become available during his/her absence.

### 12:07 **Promotion, Demotion, Transfer**

In all cases of promotion, demotion or permanent transfer of employees, the Company shall consider the following factors:

- (a) Skill and ability to perform the required work.
- (b) Seniority.

12:08 When employees possess relatively equal skill and ability the most senior applicant will be awarded the job. In the event that it is required by the Company that an employee be transferred to another shift the employee will be given notice of ten (10) weeks.

12:09 An employee will be given a training period of five (5) working days and then be given ten (10) working days to demonstrate that he/she is capable of performing the job. If the employee does not possess the requisite skills to perform the job, he/she may be denied access to the job. If the employee is not capable of performing the work, he/she may request a transfer or the Company may transfer the employee back to their previous job at any time during the fifteen (15) working days at their former rate of pay

12:10 If no applicant possesses the skill and ability to perform the required work, the Company may select any employee in the Bargaining Unit for training or appoint an

employee from outside the Bargaining Unit or hire a new employee.

12:11 This Article will not apply where the Company does not expect a vacancy to exceed ninety (**90**) calendar days or where the vacancy is caused by illness, accident, vacations or leaves of absence, including pregnancy and parental leave. Such temporary vacancies may be filled at the discretion of the Company.

12:12 Nothing within this Article limits the Company's right to:

- assign or transfer employees within the same classification to different job assignments within that classification
- temporarily assign or transfer employees outside their classifications to different job assignments for fifteen (15) working days provided:
  - (a) Employees temporarily transferred or assigned to a lower rated classification shall receive the wage rate of their regular classification
  - (b) Employees temporarily or assigned to a higher rated classification shall receive the wage rate of the higher classification.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

13:01 For the purposes of this Collective Agreement a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Collective

Agreement, including any question as to whether a matter is arbitrable.

13:02 For the purpose of this Article, reference to days relating to steps in the grievance and arbitration **procedure** shall exclude Saturdays, Sundays and paid Holidays.

13:03 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible.

13:04 If an employee has a complaint or question concerning the interpretation, application, administration or alleged violation of this Collective Agreement, the employee shall discuss the issue with his/her immediate Supervisor informally within ten (10) days after the circumstances giving rise **to** the complaint or when the employee ought reasonably have become aware of the situation so that the Supervisor has an opportunity to resolve it. The employee may request the presence of the Steward at this discussion. The Supervisor shall reply within three (3) days.

### 13:05 **Filing a Grievance**

**Step I** If the grievance is not satisfactorily settled verbally then the employee together with the Steward shall present the grievance to the immediate Supervisor in writing within three (3) working days. The grievance shall be in writing on a grievance form approved by the Company and the Union. The grievance shall be signed by the employee and it shall include the nature of the grievance, the remedy sought and the provisions of the Collective Agreement which are alleged *to* have been violated. The immediate Supervisor shall deliver his/her decision in writing within three (3) days following presentation of the grievance to him/her.

**Step II** Failing settlement, if the grievance is not resolved to the satisfaction of the employee within the time provided for

the Supervisor's reply, the employee and the Chief Steward may submit the grievance in writing to the Department Manager, within three (3) days from the final date for the Supervisor's reply. The decision of the Department Manager shall be delivered in writing within three (3) days following the date of such meeting.

**Step III** Failing settlement, if the grievance is not resolved to the satisfaction of the employee within the time provided for the Department Manager's reply, the Grievance Committee, within five (5) days from the final date for the Department Manager's reply, may submit the grievance in writing to the Director of Operations. A meeting will be held between the Company and the Union with the employee present if requested by either party. Such meeting will be held within five (5) days of submission of the grievance at Step III. The decision of the Director of Operations shall be delivered in writing within five (5) days following the date of such meeting.

**13:06** The Company will recognize a group grievance as one which affects more than one employee with respect to whom the issue and the facts are the same. Each employee affected must sign the grievance and the grievance is to be filed in accordance with the grievance procedure.

**13:07** Any difference arising directly between the Union and the Company relating to the interpretation, application, administration or the alleged violation of the Collective Agreement may be presented by either party as a policy grievance within fourteen (14) working days after the date when the subject matter of the grievance first arose or the Union becoming aware that a policy grievance has occurred. Such grievance shall be heard at Step III. It is understood, however that the provisions of this paragraph shall not be used with respect to a grievance that an individual employee could

initiate through the normal grievance procedure and that the regular grievance procedure shall not be bypassed.

13:08 Failing settlement under the foregoing procedure, any grievance involving the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable, may be submitted to arbitration. If no written request for arbitration is received within fifteen (15) days after the decision under Step III is given the grievance shall be deemed to have been abandoned.

13:09 No adjustment effected under the grievance or arbitration procedure shall be retroactive beyond the five (5) days prior to the date that the grievance was formally presented to the Company.

13:10 Where either party requests that the matter be submitted to arbitration, it shall make such request in writing addressed to the other party to this Collective Agreement and at the same time submit suggested names for a single Arbitrator. The parties shall attempt to select a single Arbitrator, but should they fail to agree within five (5) days, they may then request the Minister of Labour of Ontario to assist them in the selection

13:11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

13:12 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor alter, modify, add to or amend any part of this Collective Agreement nor to award interest.

13:13 The proceedings of the Arbitrator will be expedited by the parties hereto and the decision of the Arbitrator will be

final and binding upon the parties hereto and the employee or employees concerned.

13:14 Each of the parties hereto will share equally the expenses, if any, of the Arbitrator.

13:15 In reasonable circumstances an employee who is discharged shall be given an opportunity to meet with a Union Steward before leaving the Company premises. A written statement of the reason for discharge will be given to the Union and the employee within five (5) working days.

13:16 An employee who is discharged may file a grievance at Step II of the grievance procedure.

13:17 An employee will not be suspended, discharged or disciplined without just cause.

13:18 Notices of infraction in the employees file shall be removed two (2) years after the incident giving rise to the notice, provided the employee has not been disciplined for the same infraction within that period, except for discipline for:

- (a) sexual harassment
- (b) racial harassment
- (c) divulging confidential information

13:19 Time limits in the grievance and arbitration procedure are mandatory and failure to submit the grievance or process it in a timely manner will result in the grievance being deemed abandoned unless time limits have been extended by mutual agreement in writing. If no written answer has been given within the time limit specified, and no agreement has been reached to extend time limits, the grievance may be submitted to the next step.

## **ARTICLE 14 - PREGNANCY AND PARENTAL LEAVE**

14:01 Pregnancy and parental leave will be granted in accordance with the provisions of the Employment Standards Act

## **ARTICLE 15 - VACATIONS**

15:01 For the purposes of determining vacation pay, the "Vacation Year" shall be considered to begin July 1<sup>st</sup> and to end on the following year June 30<sup>th</sup>. A plant shutdown will take place for a two (2) week period each year ~ as outlined on Appendix "C". All employees shall ordinarily be required to take two (2) weeks of any of their vacation entitlement during the plant shutdown. The Union recognizes that the needs of the business may require that some work be scheduled during the shutdown period. Employees may be requested to work on a voluntary basis during the shutdown period and will be given an alternate opportunity for their vacation.

15:02 Employees with less than one (1) year of service before July 1<sup>st</sup> in any year shall receive vacation pay at the rate of 4% of earnings as of that date.

15:03 Employees who have completed one (1) or more years of service, but less than four (4) years before July 1<sup>st</sup> in any year shall be entitled to two (2) weeks vacation.

15:04 Employees who have completed four (4) or more years of service, but less than nine (9) years before July 1<sup>st</sup> in any year shall be entitled to three (3) weeks vacation.

15:05 Employees who have completed nine (9) or more years of service, before July 1<sup>st</sup> in any year shall be entitled to four (4) weeks vacation.



15:06 Vacation pay is calculated by multiplying the employee's total paid hours, excluding vacation hours except when worked, in the previous July 1<sup>st</sup> to June 30<sup>th</sup> period by the applicable percentage for their vacation entitlement.

2 weeks entitlement - 4%

3 weeks entitlement - 6%

4 weeks entitlement - 8%

15:07 There shall be no carry over of vacation from any vacation year to the next, except in exceptional circumstances relating to sickness or accident.

15:08 Employees with greater than two (2) weeks vacation entitlement wishing to take their additional vacation week(s) for the period May 30<sup>th</sup> to September 30<sup>th</sup> are to submit their requests prior to April 30<sup>th</sup> of the vacation year. In case of conflict, choice of vacation will be by seniority within a department and classification.

15:09 Approved vacations may only be changed by mutual consent between the Company and the employee.

## **ARTICLE 16 - STATUTORY HOLIDAYS**

16:01 Employees are entitled to paid statutory holidays as follows:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Family Day

Holiday pay shall be calculated on the basis of the number of hours the employee would have otherwise worked had there

been no holiday at the employee's regular straight time hourly rate of pay.

The Company will post the plan for the working period between Christmas and the New Year indicating a shutdown or work schedules by the preceding November 1.

**16:02** When a paid holiday falls on a Saturday or a Sunday the holiday will be observed on a day mutually agreed upon by the Company and the Union.

**16:03** In order to qualify for holiday pay, the employee must work his/her full scheduled hours of work on his/her work day immediately preceding and immediately following the holiday unless excused by the Company or the employee was absent due to:

(a) regular scheduled vacation;

(b) an employee's regular day off;

(c) absence, due to sickness or accident, supported by a doctor's note paid for by the employee;

(d) a paid leave of absence.

**16:04** In the event that any of the paid holidays fall within an employee's vacation period, the employee's vacation will be extended by one (1) day for each such holiday.

**16:05** Where a holiday falls during an absence unpaid by the Company, including layoff, the employee will not receive holiday pay.

**16:06** Where a holiday falls while an employee is on sick leave, he/she shall not receive holiday pay but will continue to receive sick pay to which he/she is entitled.

## ARTICLE 17 - LAY OFF AND RECALL

17:01 If there is a reduction in the workforce, in a department the Company shall layoff the most junior employee in the department provided the remaining employees have the skill and ability to perform the remaining work.

17:02 The laid off employee will either accept layoff or will displace the most junior employee in his/her classification provided he/she has more seniority and has the skill and ability to perform the required work,

If unable to displace the junior employee in his/her classification, the employee will displace the employee with the least seniority in his /her group provided he/she has more seniority and has the skill and ability to perform the required work. If unable to displace an employee in his/her group, the employee will displace the employee with the least seniority in the bargaining unit provided he/she has more seniority and has the skill and ability to perform the required work, otherwise the employee will be laid off.

### Group 1

Varnish Impregnation

Janitor

Tester

Assembler 3

Assembler 2

Assembler 1

### Group 2

Tech 3

Tech 2

Tech 1

QA

QA2

### Group 3

Maintenance

Maintenance 1

Machinist

Machine Operator

Stock Attendant

17:03 If not able to displace an employee in his/her classification, the employee selected will displace the most junior employee in his/her Group provided he/she has more seniority and has the skill and ability to perform the required work.

17:04 Any displaced employee may exercise their seniority rights in the same manner as laid off employees.

17:05 Persons on layoff who retain recall rights shall be recalled in reverse order of layoff provided they have the skill and ability to perform the available work.

17:06 The Company shall notify employees who are to be laid off one (1) week prior ~~to~~ the effective date of layoff or award pay in lieu thereof, unless a greater period of notice is required by Legislation, in which case such greater period of notice or pay in lieu thereof shall be given. Employees on layoff will be placed on a recall list which will be updated when any employee is laid off and a copy of the recall list given to the Union.

17:07 When an employee has been recalled and is working at a job other than that from which the employee was laid off, the employee will be given the first opportunity to return to that job if the original job becomes available within:

- six (6) continuous months in the case of an employee having less than two (2) years

- seniority, or for a period equal to the employee's seniority, whichever is lesser
- twelve (12) continuous months in the case of an employee having two (2) years seniority or more, but less than five (5) years seniority
- eighteen (18) continuous months in the case of an employee having five (5) or more years seniority

17:08 It is understood that an employee who exercises his/her bumping rights in lieu of layoff shall be allowed ten (10) working days on the job to show he/she is capable of performing the work satisfactorily. If the employee does not possess the requisite skills to perform the job, he/she may be denied access to the job. If he/she fails to meet the requirements of the job at the end of the ten (10) working days he/she shall be laid off without further recourse to section 17:02 and section 17:03 above and shall forfeit severance pay equivalent to the amount earned during the trial period. The displaced employee shall be returned to his/her job.

17:09 When recalling an employee after layoff, he/she shall be notified by registered mail, of which a copy of the registered letter will be forwarded to the Union, be advised of the job grade and classification, and be allowed five (5) working days to report for work. An employee to whom a registered letter is sent in accordance with this Article must contact the Personnel Office within two (2) working days if he/she wishes the employer to hold the job open for him/her for the full five (5) working day period. Extra time required to report for work will not be unreasonably withheld but consistent.

17:10 The Company may layoff an employee for short periods of time due to temporary lack of work without the employee having recourse to the seniority provisions, bumping rights and notice period outlined in the Article up to

a maximum of forty (40) hours per employee per calendar year. A layoff for the annual inventory count will require at least one (1) week notice. Employees on short term layoff under provisions of this clause will be paid holiday pay for any statutory holiday listed in 16:01 if such holiday falls within the layoff period.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **18:01 Personal Leave**

An employee wishing to take a leave of absence, without pay, will make an application to the Company in writing four (4) weeks in advance under normal circumstances.

Each request will be considered on an individual basis and will be granted at the sole discretion of the Company. Leaves of absence will be conveyed in writing to the employee along with the reason for the decision.

Employees will be required to use their vacation entitlement prior to a personal leave being granted.

### **18:02 Union Leave**

Leave of absence without pay for the term of the Collective Agreement will be granted upon application of any employee, elected or appointed to an office or position with the I.B.E.W. or Local 355 of the I.B.E.W. Written notice of one week will be submitted to the Company.

The Company will grant leaves of absence, without pay, to employees selected or appointed by the Union to attend Union conventions, seminars, and monthly Union meetings upon the

written request of the Union at least one (1) week in advance. The total cumulative leave of absence granted to all employees in the Bargaining Unit hereunder shall not exceed twenty-five (25) days per calendar year, and nor shall more than three (3) employees be absent at any one time. Additional days shall not be unreasonably withheld.

### **18:03 Bereavement Leave**

In the event of a death in the immediate family, an employee who has completed his/her probationary period will be granted a leave of absence/bereavement time up to three (3) days to be taken within seven (7) calendar days including day of death. Such leave shall be without loss of pay from hourly earnings. Immediate family shall mean spouse, child, father, mother, brother and sister. An employee who has completed his/her probationary period will be granted one (1) day leave of absence in the event of a death of grandparent, mother-in-law/father-in-law, or sister-in-law/brother-in-law. The employee must provide a copy of a Death Certificate within a reasonable time (not to exceed one (1) month) after the death occurs.

After Bereavement Leave employees will immediately become eligible for personal leave if required. Bereavement time/leave of absence taken under this paragraph shall count toward Emergency Leave entitlement in accordance with the Employment Standards Act.

### **18:04 Jury Duty**

An employee called for jury duty or subpoenaed as a Crown witness shall receive for each day absent from regularly scheduled working hours, the difference between average hourly earnings lost and the amount of jury or witness fee received, provided the employee furnishes the Company with

a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received. It is agreed that this provision does not apply to arbitration proceedings.

### 18:05 **Floating Days**

Each employee will be permitted four (4) floating days per calendar year for which regular earnings shall be paid. The unused days will be paid out on or before December 31 of the calendar year in which they were eligible. Employees must schedule the use of a floating day one (1) week in advance with their Supervisor.

Supervisors may restrict the number of floating days to be taken at any time. The exception to the one-week notice for use of a floating day(s) is personal illness or family emergency. A doctor's note may be required where less than one week's notice is given.

## **ARTICLE 19 - BULLETIN BOARDS**

19:01 The Company will provide sufficient bulletin boards to ensure accessibility to all Union employees for the sole purpose of posting Union notices to its members. A copy of each notice must be given to the Personnel Manager for approval before posting. This approval shall not be withheld unreasonably.

## **ARTICLE 20 - BENEFIT PLANS**

20:01 It is agreed that the application of the Company's benefits relating to: Dental Care; Extended Health Care; Vision Care; Safety Glasses and Safety Shoes; and Life Insurance (including AD & D) shall continue in respect to the employees in conformity with their general application including any improvements or reductions as dictated by the Carrier.



The Company will provide details of benefit changes to the Union, as soon as possible and, in any case, coincident with their introduction. If existing benefits in Appendix "B" are reduced the Company will discuss any such reduction with the Union in advance.

It is understood that the benefit plans are not part of this Collective Agreement and are not themselves subject to the grievance procedure or arbitration.

Benefit plan details are attached in Appendix "B".

**Safety Shoes** - The Company will make arrangements to supply and cover the cost of safety and ESD shoes once every 2 years for employees, (once each year for stockroom and maintenance workers)

Safety Glasses (non-prescription) will be provided by the Company to designated employees.

#### **ARTICLE 21 - VEHICLE ALLOWANCE**

21:01 If an employee is required to use their personal vehicle for Company business, the employee shall be reimbursed at the rate of \$0.25 per km. Any increase in mileage given to Management employees will be given to employees in the 'Bargaining Unit.

#### **ARTICLE 22 - RRSP**

22:01 The Company has established, with a reputable banking institute an RRSP account for voluntary contributions by employees through payroll deductions.


**ARTICLE 23 - TERM OF AGREEMENT**

23:01 The parties herein agree that the term of the collective agreement shall be from January 1, 2010 to December 31, 2012


Signed at Toronto, the 8 day of MARCH 2010.

**FOR THE COMPANY:**

Phil Wade: 

Goetz Milcke: 


Sunil Koparkar: 

Bella Lioni: 

**FOR THE UNION IBEW LOCAL 355:**

George Dial: 

Connie Wu: 

Thiry Sriharan: 

### **Letter of Understanding Re: Job Evaluation Committee (J.E.C.)**

The Company and the Union agree to continue the evolution of the present Job Evaluation Committee. The committee will jointly strive to implement a standardized evaluation system in a timely manner.

### **Letter of Understanding Re: Recognition of Union Representation**

The Company agrees there shall be no harassment or discrimination against an employee on the basis of their status as a Union Representative or as a result of the exercise of their legitimate duties as outlined in this Collective Agreement. All employees are to be treated equally with respect to application of the terms of this Collective Agreement, or rules and regulations of the Company.

### **Letter of Understanding Re: 2010 Vacation Schedule**

The Company recognizes that due to vacation schedule change that Employees may have made vacation plans in advance (i.e. cottages/flights etc.). The Company agrees that for vacation year 2010 it will approve individual requests on a case by case basis. Proof may be required and/or requested.

## APPENDIX "B"

### FRINGE BENEFITS

#### **Life Insurance:**

The employer will pay on behalf of each permanent, full time bargaining unit employee who has completed three (3) months of continuous service with the employer, and who is not on leave of absence or lay-off, one hundred percent (100%) of the premium cost of the Insurance Plan. The amount of insurance will be one (1) times the employee's annual basic earnings adjusted to the next higher \$1000 (if not already a multiple of \$1000) subject to a maximum of \$50,000.

#### **Dental Plan:**

The employer will pay on behalf of each permanent, full time bargaining unit employee who has completed three (3) months of continuous service with the employer, and who is not on leave of absence or lay-off, one hundred percent (100%) of the premium cost less the amount deducted from employees (\$2.75 per pay for individual; \$9.30 per pay for family) for the following insured percentages:

Type A - Preventative procedures: 80% in excess of deductible.

Type B - Restorative and Surgical: 80% in excess of deductible.

Individual deductible will be \$12.50 per benefit year. The maximum benefit payable for each insured person is \$1000 per benefit year. The plan will provide for 2005 ODA schedule of fees in 2007, 2006 ODA schedule of fees in 2008, 2007 ODA schedule of fees in 2009.

**Medicare Supplement Insurance Benefit Provision:**

The employer will pay on behalf of each permanent, bargaining unit employee who has completed three (3) months of continuous service with the employer, and who is not on leave of absence or lay-off one hundred percent (100%) of the premium cost for the following percentages:

- Type 1 - In-Province Supplementary Hospital Benefit (Up to Hospital's Semi Private rate).  
Insured Percentage: 80%
  
- Type 2 - Prescription Drug Benefit: a drug benefit card will be provided for prescriptions drugs  
Insured Percentage: 80% of the first \$1250 of eligible expenses in a benefit year, 50% of any excess. Covered expenses are those which by law require the written prescription by a doctor.
  
- Type 3 - Extended Health Care Benefit:  
Insured Percentage: 80% in excess of the deductible with maximum amounts to be specified in the detailed benefits plan.
  
- Type 4 - Vision Care:  
Maximum amount payable in any 24 months period is \$190, increasing to \$200 effective Jan 1, 2008 with a further increase to \$210 effective January 1 2009.  
Type 2 and Type 3 above are subject to individual deductible of \$12.50 per calendar year (family deductible of \$25 per calendar year).

## **Termination of Benefits:**

All the above benefits will be terminated on the date of termination of employment occurs.

The employer will have the right **to** select the carrier of its choice in respect to any of the above benefits provided that in the event any carrier is changed, an equivalent level of benefits will be maintained.

All of the above benefits in this Article shall be more particularly described and set forth in the respective plan documents or policies of insurance. It shall be the obligation of the employee to resolve any dispute concerning payment of benefits under any plan or policy directly with the insurer. However, the employer will use its best efforts to adjust and settle any such dispute.

## **Continuation of benefits for employees on sick/personal leaves:**

- ⇒ The lesser of: **six (6)** months or time equal to the employee's seniority in the case of an employee having less than two (2) years seniority.
- ⇒ Twelve (12) continuous months in the case of an employee having two (2) years seniority or more.

## **Letter of Understanding**

The Company and the Union shall meet together as a Labour / Management Committee to assess:

1. The viability of a Summer Hours program
2. The gifts for employees at Christmas

## **Letter of Understanding**

The Company agrees to post open non bargaining unit job positions and consider internal applicants for selected positions such as lead hand, supervisor.

**APPENDIX “A” WAGE RATES**  
**January 1, 2010 to December 31, 2010**

Group	Classification	Length of Service	
		1-6 months	6+ months
1	Assembler 1	11.30	11.80
2	Assembler 2	11.66	12.26
3	Assembler 3 Tester Janitor	12.55	13.05
4	Stock Attendant Machine Operator Varnish Impregnator	13.91	14.11
5	Technician 1 Maintenance 1	14.90	15.20
6	Technician 2 Quality Inspector Machinist	15.55	16.05
7	Technician 3 Quality Inspector 2	16.61	17.11
8	Maintenance	17.81	18.81

Bargaining Unit Employees will receive a one time lump sum signing bonus payment, a total of \$100 per employee related to ratification of the Agreement on February 17 2010

Employees moving from one classification into another will move into the next higher rate for the new classification and progress accordingly. New hires start at the bottom of the pay scale for that classification.

**APPENDIX "A" WAGE RATES  
January 1, 2011 to December 31, 2011**

Group	Classification	Length of Service	
		1-6 months	6+ months
1	Assembler 1	11.58	12.08
2	Assembler 2	11.94	12.54
3	Assembler 3 Tester Janitor	12.83	13.33
4	Stock Attendant Machine Operator Varnish Impregnator	14.19	14.39
5	Technician 1 Maintenance 1	15.18	15.48
6	Technician 2 Quality Inspector Machinist	15.83	16.33
7	Technician 3 Quality Inspector 2	16.89	17.39
8	Maintenance	18.09	19.09



**APPENDIX “A” WAGE RATES  
January 1, 2012 to December 31, 2012**

Group	Classification	Length of Service	
		1-6 months	6+ months
1	Assembler 1	11.88	12.38
2	Assembler 2	12.24	12.84
3	Assembler 3 Tester Janitor	13.13	13.63
4	Stock Attendant Machine Operator Varnish Impregnator	14.49	14.69
5	Technician 1 Maintenance 1	15.48	15.78
6	Technician 2 Quality Inspector Machinist	16.13	16.63
7	Technician 3 Quality Inspector 2	17.19	17.69
8	Maintenance	18.39	19.39

## APPENDIX "C" – Vacation Schedule

### July 2010

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### July 2011

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
14	18	19	20	21	22	23
24	25	26	27	28	29	30

### July 2012

					F	S
	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

42

statutory holiday – Canada Day observed on the boxed in day