

SOURCE	Comp
EFF.	9/30/91
TERM.	9/30/96
No. OF EMPLOYEES	600
NOMBRE D'EMPLOYÉS	600

COLLECTIVE AGREEMENT

BETWEEN

NESTLÉ CANADA INC.

CONFECTIONERY DIVISION  
(hereinafter referred to as 'the Company')

AND

NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT

WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 252  
(hereinafter referred to as 'the Union')

May 1, 1993 - April 30, 1996

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## TABLE OF CONTENTS

ARTICLE		PAGE
1	Purpose	1
2	Recognition and Scope	1
3	Union Dues	<b>1-2</b>
4	No Strikes or Lockouts	2
5	Reservation of Management Rights	2
6	Negotiating Committee	2
7	Representation	3
	List of Stewards	3
	Steward Rights	<b>3-4</b>
8	Grievance Procedure	4
	Definition	4
	Step 1	4
	Step 2	4
	Step 3	5
	Policy Grievance	5
	Group Grievance	5
9	Arbitration	6
10	Discharge	<b>6-7</b>
11	Company Grievances	7
12	Seniority	7
13	Lay-offs and Recalls	8
	lay-offs	8
	Bumping	<b>8-9</b>
	Recall	9
14	Loss of Seniority	<b>10</b>
15	Leave of Absence	<b>10-11</b>
16	Bereavement Leave with Pay	11
17	<b>Jury Duty</b>	<b>11</b>
18	Job Posting and Transfers	<b>12-13</b>
19	Health and Safety	<b>13</b>
	Health and Safety Committee	<b>13</b>
	Plant Health & Safety Representative	<b>14</b>
20	Bulletin Boards	<b>14</b>
21	<b>Weekly Hours of Work and Overtime</b>	<b>14</b>
	Hours of Work	<b>14-15</b>
	Lunch Periods	<b>15</b>
	Rest Periods	<b>15</b>
	Overtime	<b>15-16</b>
	Repotting Allowances	<b>17</b>
22	Plant Holidays	<b>17-18</b>
23	Vacation	<b>19-20</b>
24	Benefits	<b>20</b>
	OHIP	<b>20</b>
	Weekly Indemnity	<b>21</b>
	Dental Plan	<b>21</b>
	Vision Care	<b>21</b>
	Life Insurance	<b>22</b>
	Pension Plan	<b>22</b>

ARTICLE		PAGE
25	General/Miscellaneous	23
	Dress Requirements	23
	Work Performed by Supervisors	23
26	Skilled Trades	24
	Grading	24
	Qualifications	24
	Skilled Trades <b>Seniority</b>	24
	Skilled Trades Safety	25
	New Technology	25
	Skilled Trades Joint Committee	25
	Maintenance Grading System	25
	Grading	25
	Qualifications:	25
	Mechanic	25-26
	Machinist	26
	<b>Pipefitter</b>	26
	Electrical/Electronic Technician	26
	Building Trades	
	(Carpenter/Mason/Painter)	27
	Company Testing	27
	Trade Licenses	27
	Trades	28
	Apprentice Rate	28
	Tool Allowance	28
	Canadian Skilled Trades Council Dues	29
27	Wage Rates, Job Classifications and Grades	29
	Production Grades	29
	Service Department	29
	Shift Premium	30
	Cost of Living	(30)
	Job Classifications and Grades	31
	Chocolate	31
	Biscuit	31
	After Eight	31
	<b>Smarties</b>	32
	Moulding	32
	Bar Packing	32
	Service	33
	Cleaning and Sanitation	33
	Flavour Room	33
	Receiving	33
	Shipping	34
	Sample Room	34
28	Job Redundancy	35-36
29	Termination or Modification of Agreement	( 37 )

ARTICLE		PAGE
	Letters of Understanding	38
1	Permanent Part-Time Employees	38
2	Temporary Employees	39
3	Substance Abuse	40
4	Contracting Out	41
5	Pension Plan	42
6	Employee Adjustment Committee	43
7	Skilled Trades Apprenticeship Program	44
8	Drug Plan	45
9	Weekly Indemnity - U.I.C. Carve Out	46
10	6.5 Hour Shift Adjustment	47
11	Voluntary Retirement Pension	48
12	Lifetime Maximum - Extended Health	49

## ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide the machinery for prompt and equitable disposition of grievances, and to establish hours of work and wage rates for all employees who are subject to the provisions herein,

1.02 The use of masculine gender in this Agreement shall be considered to include the feminine, as the sense of the clause dictates.

## ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Company recognizes the Union as Bargaining Agent for all its employees in Metropolitan Toronto save and except Supervisors, persons above the rank of Supervisor, office, clerical and sales staff, laboratory staff, operating engineers, refrigeration mechanics and students employed during the school vacation period.

2.02 All employees who are members of the Union as at the effective date of this Agreement will be required to continue to be members of the Union during the lifetime of this Agreement.

2.03 All employee(s) hired subsequent to the effective date of this agreement shall become a member of the Union within thirty (30) days of hiring and will be required to continue to be a member of the Union during the lifetime of this Agreement.

2.04 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Company, or by any of its representatives, with respect to any employee because of his/her membership in, or connection with, the Union, and that membership in the Union by employees who are eligible to join will not be discouraged.

2.05 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Company by any of its members or representatives, and that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the Company during an employee's working hours, except as hereinafter provided.

## ARTICLE 3 - UNION DUES

3.01 The Company will deduct from the pay of each employee who is a member of the Union the monthly dues, initiation fees and other assessments authorized by the constitution of the Union.

**3.02** For all other employees within the bargaining unit, the Company will deduct the monthly dues for general Union purposes as authorized by the constitution of the Union, from the first full pay period of each month. As a condition of employment, such employee is required to authorize the Company to make such deductions.

**3.03** All sums so deducted shall be remitted to the Financial Secretary of the Union not later than the end of the month in which the deductions were made.

**3.04** In the case of new employees, the deduction of Union dues shall commence on the first regular check-off after the employee has been employed with the Company thirty (30) calendar days.

#### ARTICLE 4 • NO STRIKES OR LOCKOUTS

**4.01** The Company agrees that it will not cause or direct any lockouts of its employees, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production during the term of this contract or any extension thereof.

#### ARTICLE 5 • RESERVATION OF MANAGEMENT RIGHTS

**5.01** The Union acknowledges that the administration and management of all the affairs of the Company is the sole function of the Managers and Officers of the Company save only as restricted herein.

**5.02** While it is the sole function of the management of the Company to maintain discipline, order and efficiency, to hire, discharge, transfer, promote or demote employees, to make, enforce and alter reasonable rules and regulations, a claim of discriminatory or unjust promotion, demotion or transfer, or a claim of discharge or discipline without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided. Any change in rules and regulations to be observed by employees shall be negotiated by the parties.

#### ARTICLE 6 • NEGOTIATING COMMITTEE

**6.01** The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee consisting of not more than five (5) employees one of whom shall be the Plant Chairperson and one of whom shall be a member of the skilled trades group. The Bargaining Committee shall be assigned to the day shift,

**6.02** Meetings of the Negotiating Committee with the Company shall be held whenever the Committee or Company submits an agenda of the business to be transacted and gives forty-eight (48) hours notice of the meeting. The said Committee will cooperate with the Company in the administration of the Agreement.

## ARTICLE 7 • REPRESENTATION

**7.01 (a)** The Company acknowledges the right of the Union to appoint or otherwise select Stewards who shall be Permanent employees with seniority, as outlined in 7.02. The Company further agrees to recognize alternate Stewards who will only be recognized in the absence of the designated Steward.

**(b)** For the purpose of continuity of representation, the Plant Chairperson shall be full-time and assigned to the day shift, Wages shall be paid by the Company based on the highest non-skilled wage rate in Article 27.02 or the grade held at the time s/he assumed the duties of Plant Chairperson, whichever is the greater.

**7.02** Steward representation shall be as follows:

Day Shift	4 Stewards
Afternoon Shift	3 Stewards
Midnight Shift	2 Stewards
Service	2 Stewards

**7.03** The Union will supply the Company with a list of Stewards showing the zone for which each is responsible. The Company will be notified, in writing, each time a Steward resigns or is appointed, and will not be required to recognize any employee as a Steward whose name does not appear on the list. The Company will make available a suitable location in the Plant for the Union to conduct elections.

**7.04** The Union acknowledges that, with the exception of the Plant Chairperson, Stewards have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining permission of their immediate supervisor and will have a reasonable explanation which may be required with respect to their absence. Stewards and committeepersons will be excused from their regular duties with pay for a period of two (2) hours monthly for the purposes of attending a Stewards' and or Union - Management meeting. All off shift Stewards shall also be paid two (2) hours at their straight time hourly rate, for the purposes of attending these meetings,

**7.05** It is agreed that a Union Steward, or Committeeperson will not enter a department with a view to conducting Union business therein, without the permission of the Supervisor of the Department. Union representatives shall be allowed reasonable paid time to perform their duties.

**7.06** It is agreed that no employee will leave his/her work station to register a complaint or grievance with his/her Zone Steward, or otherwise to engage in Union business, without the permission of his/her Supervisor. Where, in the opinion of his/her Supervisor, it is necessary or advisable for the employee to remain at his/her work station at time of asking, permission will be granted at the earliest possible time.

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7.07 While attending meetings with Management, Stewards shall receive normal compensation of wages equal to their regular working hours, but not exceeding eight (8) hours in a day. This provision shall also apply to the Union Negotiating Committee during meetings with Management for renewal of the Agreement. Payment of Bargaining Committee members wages for preparation of contract proposals will be to a maximum of two (2) days. Meetings will be held not less than sixty (60) days prior to contract expiration.

7.08 The Company shall convene a meeting with the Bargaining Committee upon receipt of an agenda of all matters to be discussed. Such meetings shall take place within seventy-two (72) hours from receipt of the agenda. The Union also recognizes that the Company may introduce matters for discussion.

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7.09 During periods of approved leave of absence requested by the National Office or Local 252, the Company agrees to continue payment of wages for employees who are excused from regular duties with the understanding that the Union shall reimburse the Company for any and all monies paid. Any such request for leave of absence must be forwarded in writing to the attention of the Manager, Industrial Relations.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 If it is believed that a contravention of this Agreement has occurred, the employee must discuss the complaint with his/her Supervisor within six (6) months of the alleged incident. When making a complaint, the employee may be accompanied by his/her steward.

8.02 STEP 1

If the complaint is not resolved within one (1) working day, the grievance procedure may be invoked by reducing the complaint to writing on a form supplied by the Company, and presented to the Supervisor by the Steward as a formal grievance, A copy shall also be submitted to the Manager, Industrial Relations. The Supervisor shall respond in writing within three (3) working days of the grievance being submitted.

8.03 STEP 2

If the grievance is not resolved, it shall be forwarded by the Steward to the Zone Committeeperson. The Manager, Industrial Relations shall convene a meeting with the appropriate management personnel, together with the aggrieved employee, steward and Zone Committeeperson within two (2) working days of the request of the Zone Committeeperson. The department head involved shall respond in writing within two (2) working days of the grievance meeting.



**8.04 STEP 3**

If the answer is not satisfactory to the Union at Step two (2), then the matter may be referred immediately to the Manager, Industrial Relations. A meeting will be convened within three (3) working days following receipt of the grievance, with the aggrieved employee, steward, Zone Committeeperson, Plant Chairperson, National Representative and or the President of the Local, together with such other persons as management may desire. The Manager, Industrial Relations shall render a decision in writing within three (3) working days following the hearing at Step three (3).

**8.05** If the grievance is not settled as a result of this meeting, then the grieving party may refer to arbitration.

**8.06** If Arbitration is to be invoked, the request for Arbitration must be made within **fifteen (15)** working days after receipt of the written third stage answer.

**8.07** Any time limits mentioned in Article 8 may be extended to a mutually agreed and specified date.

**8.08** Nothing in this article is to be interpreted as restricting the number of witnesses that may be requested by either the Company or the Union.

**8.09** Failure by the Union to observe its time limits will constitute withdrawal of the grievance, while failure of the Company to observe its time limits will result in the granting of said grievance, provided it properly arises under this section and provided further that the circumstances giving rise to the alleged incident occurred or originated not more than **five (5)** days before the filing of the grievance at Step one (1).

**8.10****POLICY GRIEVANCE:**

The Union may file a 'Policy Grievance', signed by either the Plant Chairperson or the President or their designate, at step three (3) of the grievance procedure. At any step three (3) meeting involving a Policy Grievance(s), the Union may be represented by the entire Bargaining Committee.

A 'Policy Grievance' is defined as one which alleges a misinterpretation or violation of a provision of this agreement and which could not otherwise be resolved at lower steps of the grievance procedure because of the nature or scope of the subject matter of the grievance.

**GROUP GRIEVANCE:**

A 'Group Grievance' is defined as a single grievance signed by the Union Representative on behalf of a group of employees whom he/she represents and who have the same grievance with the Company. For the purposes of step three (3) and arbitration, no more than two (2) employees shall be appointed by the Union as representative(s) for the aggrieved employees.

## ARTICLE 9 - ARBITRATION

**9.01 (a)** When either party requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party. All grievances submitted to arbitration will be handled by a sole Arbitrator selected in accordance with the following.

**(b)** A panel of Arbitrators will be mutually agreed to by the parties. Impanelled Arbitrators may be removed by mutual agreement between the parties and vacancies will also be filled by mutual agreement.

**(c)** An Arbitrator will be selected from the mutually agreed to panel in the following manner. Each Arbitrator will be called upon to act on a rotating basis and the Arbitrator will be contacted to determine his/her availability. If that Arbitrator is not available within sixty (60) days but is available at a later date, the parties may agree to accept that date or will proceed to the next Arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed.

**(d)** In the event that no mutually agreed Arbitrator is impanelled, or if there is no agreement in accordance with 9.01(c), the party serving notice of intent to arbitrate may request the Minister of Labour for the Province of Ontario to appoint an impartial Arbitrator.

**9.02** No person may be appointed Arbitrator who has been involved in an attempt to settle the grievance,

**9.03** The parties will jointly bear the expense of the Arbitrator.

**9.04** No matter may be submitted to arbitration which has not been properly carried through all steps of the Grievance Procedure.

**9.05** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor alter, modify, or amend any part of this Agreement. It is understood that the Arbitrator may modify a penalty imposed based on the facts of the hearing. However; the Arbitrator shall not have the authority to change or reduce the grievors seniority as a means of modifying a penalty.

**9.06** The proceedings of the arbitration will be expedited and the decision of the Arbitrator will be final and binding upon the parties.

**9.07** At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the employee or employees concerned, and any necessary witnesses or relevant records, and all reasonable arrangements will be made to permit the parties to view disputed operations and to have access to the Plant.

## ARTICLE 10 - DISCHARGE

**10.01** The termination of a Probationary employee will not be subject to the grievance or arbitration procedure contained in this Agreement unless the reason for his/her dismissal was occupational injury, discrimination as defined in the Human Rights Code, or by reason of Union membership.

**10.02** A claim by an employee other than as described in **10.01** above that he/she has been discharged without just cause from their employment shall be treated as a grievance, which shall commence at the third step of the grievance procedure. The grievance must be presented within five (5) working days of the aforesaid dismissal.

**10.03** Such special grievances may be settled confirming the Company's action in dismissing the employee, or reinstating the employee with full compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the parties.

**10.04** The Plant Chairperson and his/her designate shall be present at any meeting when discharge or discipline may result.

#### ARTICLE 11 - COMPANY GRIEVANCES

**11.01** It is understood that the Company may bring forward at any meeting held with the Union Grievance Committee, any complaint with respect to the conduct of the Union, its **Officers**, Committeepersons, or Stewards as such, and that if such complaint by the Company is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and referred to Arbitration in the same way as a grievance of an employee.

#### ARTICLE 12 - SENIORITY

##### **Probationary** Employees

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**12.01** An employee will be considered on probation, and will not be placed on a Seniority List until s/he has worked for a total of sixty (60) days within a period of twelve (12) months.

##### Temporary Employees

**12.02** (a) Employees hired to work specifically on the production of seasonal items will be considered Temporary employees. A Temporary employee who is continuously employed by the company for longer than twenty-six (26) working weeks will be considered a Permanent employee and the individual's seniority date will be twenty-six (26) weeks prior to the date on which s/he became permanent. For the purposes of the foregoing and applicable to Temporary employees with at least fifteen (15) working weeks of continuous employment, unlimited interruptions of one (1) week or less and one (1) interruption in continuous employment of more than one (1) week but no greater than four (4) weeks will not be considered as interruptions in continuous employment.

(b) Employees hired under the provisions of this clause will be advised at the time of hiring of their temporary status,

##### **Seniority Lists**

**12.03** Seniority Lists based upon the date on which employees commence to work for the Company shall be established quarterly for each department. Copies of these lists will be lodged with the Union and posted on the Plant Bulletin Board quarterly.

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ARTICLE 13 - LAY-OFFS AND RECALLS

Lay-offs

13.01 (a) Where it becomes necessary to reduce the working force, the most junior seniority employee within the classification, shift and department affected will receive notice of lay-off provided the remaining employee(s) are qualified by virtue of skill and ability to perform the work required. Employees laid off indefinitely will be provided with a minimum of one weeks' notice in writing.

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(b) At the time of receiving notice of lay-off, employees will be permitted to indicate their choice of accepting lay-off or of exercising their seniority by displacing another employee as described in clause 13.02. Employees failing to make a choice will be laid off.

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At the time of lay-off, employees will be entitled to indicate a second choice of recall to another department, shift, or job which will be in addition to the department, shift and job they held at the time of lay-off.

(c) Employees who choose to displace will be advised of the job into which they can displace prior to the displacement being effected and will be given a final opportunity to accept lay-off.

(d) The Company will not be obligated to follow the above or clauses 13.02(a) and (b) when lay-offs are due to breakdown or other emergency for the rest of the day, or shift on which such breakdown or emergency occurs, except where the Company has information the day prior. Probationary and Temporary employees in the affected department will be laid off first in these lay-off situations.

(e) Employees alleging that they have been laid off improperly must do so in writing not later than five (5) working days following the effective date of lay-off. Such written statement will be submitted directly to the Manager, Industrial Relations at that time and will be treated as a grievance and dealt with at Step 3 of the grievance procedure.

(f) For the purposes of lay-off and recall, job grades A3, A2, and A1 shall be considered as one group. Job grades B2, B1, C2, C1 and G.P. shall be considered as another group.

**Bumping Procedures**

13.02 (a) Employees who elect to displace who have sufficient seniority, skill and ability to perform the work required, shall in the first instance displace the most junior employee within the next lower wage rate classification in their department and base shift.

(b) Failing to claim a job in the next lower wage rate classification in his/her department and base shift, the above process will be repeated in successively lower wage rate classifications until s/he either finds a job open to him/her by application of seniority or becomes subject to lay-off from their department and base shift.

(c) Failing to claim a job in his/her department and base shift by application of the above process and in the case of a lay-off in excess of two (2) days but not greater than six (6) weeks Regular employees will be permitted to apply their seniority to displace the most junior Temporary employee plant wide on their base shift, In the event there are no temporary employees in the Plant, Regular employees will be allowed to displace the most junior full time employee per the terms of 13.02 d i).

(d) i) Failing to claim a job in his/her department and base shift by application of the above process and in the case of a lay-off in excess of six (6) weeks, Regular employees starting in their wage rate classification (and successively lower classifications if necessary) will be permitted to apply their seniority to displace the most junior employee plant wide on their base shift, Failing that, the employee will be entitled to displace the most junior employee off shift, in his/her same wage rate classification or lower if necessary.

ii) The above process in (d) i) shall be followed in the event that an entire production shift within a department is placed on lay-off.

(e) An employee who displaces will receive the Maximum Rate of pay for the new job.

(f) Temporary employees are excluded from the above procedure and rights to claim a job are restricted as outlined in the Letter of Understanding No, 2.

(g) In all cases regular employees will firstly be allowed to bump the most junior employee in their classification and shift or successively lower, on an eight (8) hour shift. Failing that, their seniority will then be applied in the same manner, to the six and one half (6.5) hour shift.

#### Recall

13.03 (a) Employees will be recalled from lay-off by registered letter, in order of seniority, to the department, shift and job they held prior to being placed on lay-off or, subject to their having sufficient skill and ability to perform the work, to their second choice of recall, An employee who declines recall to their second choice will not be offered such recall again,

(b) An employee who is recalled to their second choice will receive the Maximum rate of pay for the new job.

(c) Employees who displace or are recalled into another job will be recalled, in order of seniority, to the department, shift and job held prior to the displacement or lay-off if such job exists; if not, apply plant wide seniority.

(d) Job postings will not be actioned if there are employees on lay-off from those jobs.

#### Super **Seniority** - Plant **Chairperson**

13.04 In the event of a lay-off, the Plant Chairperson, Committeepersons and Stewards, shall have super seniority.

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ARTICLE 14 - LOSS OF SENIORITY

14.01 The seniority of an employee may be considered broken, all rights forfeited and there shall be no obligation to rehire when s/he:

- (a) Voluntarily leaves the Company's employ.
- (b) Has been out of the Company's employ for a period of five (5) years due to lay-off.
- (c) Fails to return to active employment not later than twelve (12) days from date of mailing (by registered letter) of recall notice unless he/she has a justifiable reason..
- (d) Has been absent without leave or overstays leave of absence for three (3) consecutive working days, or more, unless he/she has a justifiable reason,
- (e) Has been discharged and is not reinstated through the grievance/arbitration procedure.
- (f) Has been on medical leave for a period exceeding five (5).
- (g) Accepts other employment while on leave of absence (except medical leave) without permission from the Company.

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ARTICLE 15 - LEAVE OF ABSENCE

15.01 (a) The Company may grant leave of absence in writing to any employee for legitimate reasons, and any person absent with such written permission shall not be considered laid-off. Seniority shall continue to accumulate during the leave of absence.

(b) Pregnancy leave shall be as provided for under the Ontario Employment Standards Act, Such leave upon mutual agreement of the parties may be extended as a result of certified medical complications. Seniority shall continue to accumulate during the pregnancy leave and extension.

15.02 An employee returning from leave of absence, including medical leave of absence, shall be reinstated in the same job grade as that held immediately prior to the start of the leave of absence, provided s/he has complied with all the conditions of the leave of absence. Such reinstatement will be made provided there is a job opening in the same job grade, or there is a less senior employee in the same job grade, or there is a less senior employee in the same job grade within the same department and provided the returning employee has sufficient skill and ability to perform the work. In the event that the returning employee's job no longer exists, he/she shall exercise his/her seniority on a plant wide basis as outlined in 13.02 (d) i).

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**Paid Education Leave**

15.03 (a) Effective May, 1993 the Company agrees to pay three (3) cents per hour per employee for all compensated hours, for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW and sent by the Company to the following address: CAW Paid Education Leave program, P.O. Box 897, Port Elgin, Ontario, N0H 2C0. Such payments will be made on a quarterly basis.

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(b) 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. Such leaves will not exceed two (2) employees per PEL session with additional leaves granted subject to the agreement of the Company, Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

(c) The Company agrees to provide continuation of seniority and pension for any employee elected or selected to full time work for the National Union or CAW Local 252. Upon completion of the leave, the employee shall be reinstated to the position last held or in the event of job redundancy, shall be allowed to exercise plant wide seniority per the terms of the existing CA.

**ARTICLE 16 - BEREAVEMENT LEAVE WITH PAY**

16.01 This article applies only to employees who have completed their probationary period and is to be used for the purposes of attending the funeral. In the event of the death of a parent, step-parent, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, spouse, child, or step-child of an employee, the Company will grant three (3) days leave of absence with pay. Only one (1) day leave of absence with pay will be granted where because of distance or other reason, the regular employee does not attend the funeral of the deceased relative.

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**ARTICLE 17 - JURY DUTY**

17.01 The Company will pay an employee his/her regular day's pay for every scheduled workday that s/he is attending jury duty. However, any pay that s/he may receive for his/her jury service, from other sources, excluding travel allowance shall be signed over to the Company. It is expected that an employee will report to work if jury duty is not required on a normal workday. This section shall also apply to an employee who is subpoenaed as a Crown Witness provided the employee is not the accused.

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ARTICLE 18 - JOB POSTING AND TRANSFERS

18.01 (a) In the event that new jobs are created or vacancies occur in any classification expected to last for more than two (2) weeks, the Company will post such new jobs or vacancies for a period of five (5) working days to allow employees to apply. Vacancies resulting from vacations lasting three (3) or four (4) weeks will not be posted; however these vacancies will be filled within the Department by the most senior employee capable of doing the job.

(b) Vacancies mentioned above shall include all job classifications except the General Production (G.P.) classification. Vacancies within the G.P. classification expected to last for more than two (2) weeks will be filled through a 'Roster' system. Any employee who wishes to transfer from his/her shift and job to a shift and job within the G.P. group will complete a 'Request for Transfer' form in triplicate. A copy shall be given to the Plant Chairperson, the Industrial Relations Department and s/he shall retain a copy for file. An employee may not fill more than three (3) temporary vacancies in a twelve (12) month period except by mutual agreement between the Plant Chairperson and the Manager, Industrial Relations. Employees who transfer down by means of a Request for Transfer form to a permanent G.P. classification assignment shall remain there until they bid out by means of a job posting. Employees who transfer down by means of the Request for Transfer form to a temporary G.P. classification assignment shall be returned to his/her own job upon completion of the temporary assignment or as a result of department lay-off.

(c) Probationary employees will not be permitted to apply for vacancies, Temporary employees will not be permitted to apply for vacancies but will have preference by department for permanent full-time positions prior to the Company recruiting from outside.

18.02 The Company may temporarily secure a person for the vacant job.

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18.03 All jobs and vacancies shall be posted and filled by the senior seniority applicant, The Company will provide a training period lasting thirty (30) working days in order for the applicant to obtain and demonstrate sufficient skill and ability to perform the work required. Management reserves the right to hire outside help when no applicant within the bargaining unit has applied. An employee who fails to acquire the job skills needed to perform the work required after the completion of the thirty (30) working days training period shall be returned to their previous position and department and all other employees so affected will also be returned to their previous position. The job will then be given to the next senior seniority applicant.

18.04 It is agreed that successful applicants for permanent jobs will not be permitted to re-apply for a period of six (6) months. This restriction shall not apply to applicants for temporary jobs, to permanent jobs which are eliminated or if the applicant is subsequently placed on lay-off,

18.05 When a vacancy is posted, only two (2) further vacancies arising out of the original posting will be posted.

18.06 A successful applicant for a posted job shall be notified within five (5) working days after the posting period. If required to remain in the old job, the new rate shall commence the first full pay period following notification of successfully filling such job or vacancy.



18.07 (a) The successful job applicant on a higher wage rate classification will receive the minimum rate of pay of the new job and will progress to the maximum rate after thirty (30) days.

(b) The successful job applicant on a permanent job posting will have his/her plant seniority transferred immediately to the new job and department.

18.08 An employee who successfully applies for a temporary job posting shall return to his/her own job upon completion of the temporary assignment. Temporary as referred to in this section shall not exceed a period of twenty-six (26) working weeks in most cases; however, this period may be extended due to unforeseen circumstances, upon mutual agreement of the parties.

18.09 Any new jobs created during the lifetime of this Agreement will be negotiated with the Union. In the event of failure to agree on the job and rate of pay, the matter shall be referred to an arbitrator.

Temporary Transfer for Company's Convenience

18.10 (a) A temporary transfer for the convenience of the Company is one which is initiated by the Company in employing personnel to meet work priorities or emergencies and could be up to two (2) weeks in duration.

(b) An employee transferred for a temporary period from one job to another for the convenience of the Company shall receive his/her regular rate of pay or the Maximum Rate of pay for the temporary job, whichever is the greater.

ARTICLE 19 - HEALTH AND SAFETY

19.01 The Company shall make all reasonable provisions for the Health and Safety of all employees during the hours of their employment. The Joint Health and Safety Committee shall determine the Health Centre's hours of operations, utilizing the existing number of Health care staff. If the Joint Health and Safety Committee are unable to reach agreement on the hours of operation, the Union Chairperson of the Committee shall file a grievance through the Plant Chairperson commencing at the third stage of the grievance procedure.

19.02 Protective devices and other equipment not already provided for in the Occupational Health and Safety Act and deemed necessary by the Company or the Health and Safety Committee shall be provided by the Company. This will include such items as safety boots/shoes where it is a condition of their employment that they be used/worn.

Health and Safety Committee

19.03 The parties agree to a Health and Safety Committee as provided for in the Occupational Health and Safety Act. The Committee shall comprise of five (5) members appointed by the Union and five (5) members appointed from Management. Two (2) members of the Committee shall co-chair the meetings, one (1) selected by the Company members and one (1) selected by the Union. The meetings will take place not less than six (6) times per year. It is further agreed that the Union members of the Committee shall be allowed time off from work at no loss of earnings to attend approved seminars sponsored by the Union for instruction and upgrading on Health and Safety matters.

Plant Health and Safety **Representative**

19.04 The Company shall provide training in first aid and other emergency procedures that may be necessary to teams of employees on each shift. These Emergency Response Teams together with the full-time nurse/attendant shall attend accidents/emergencies prior to the arrival of any outside agencies. (Fire/Police/Ambulance).

19.05 The Plant Health and Safety Representative/Certified worker for the Union shall be provided with the necessary time required to deal with health and safety matters. He/she shall be appointed by the Plant Chairperson and assigned to the day shift. It is agreed by both parties that Safety issues shall be dealt with as follows: The Union's Health and Safety Representative will discuss any Health and Safety issue with the Manager, Industrial Relations. In the event the issue can not be resolved immediately he may then notify the Ministry of labour Occupational Health and Safety Branch.

19.06 The Company agrees that all training programs that may pertain to Health and Safety including hygiene and equipment operation shall be developed in consultation with the Health and Safety representative/certified worker/member for the Union and reviewed by the Health and Safety Committee prior to being used for the instruction/training of the employees. The Company further agrees that for the purposes of instructing/training hourly paid employees, such training will be on a joint basis with **CAW** trained instructors.

19.07 A Union member of the Joint Health and Safety Committee shall be notified of all accidents and known near misses. The company shall allow a Union member of the Health and Safety Committee paid time to investigate the site and circumstances. All recommendations resulting from such investigation shall be referred in writing as soon as possible to the Company Chairperson of the Joint Health and Safety Committee, Union Plant Chairperson, and the Manager, Industrial Relations.

**ARTICLE 20 - BULLETIN BOARDS**

20.01 The Company will provide Bulletin Boards in mutually satisfactory locations throughout the Plant for the convenience of the Union in posting notices of Union activity, Such notices must be signed by the proper officer of the local Union and submitted to the Company for approval before posting. The bulletin boards will be glassed-in and **fitted** with locks.

20.02 Upon approval from the Manager, Industrial Relations the Union will be entitled to make use of the Electronic Bulletin Board.

**ARTICLE 21 - WEEKLY HOURS OF WORK AND OVERTIME**

Hours of Work

21.01 The following clauses define the normal hours of work and do not constitute a guarantee to provide work to any employee for regularly assigned hours or for any other hours.

(a) The normal work week for regular full-time employees shall consist of forty (40) hours per week comprised of five (5) eight (8) hour days Monday through Friday. Regularly assigned hours of work for all employees will be posted and agreed to by both parties.

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(b) The daily hours of work and the number of days prescribed in the schedule for each individual, may be altered from time to time for the operation and improvement of the business, The Company will provide affected employees with as much advance notice as possible of such alterations. In the case where 'new plant installations' come into operation, and only where there are three (3) shifts, such shifts shall operate on an eight (8) hour basis inclusive of a paid lunch.

(c) It is the intention of the Company to schedule the work week so that the starting point of the first shift in any work week will fall between Sunday midnight, and Monday midnight, inclusive. If, in the interest of efficient operation, it should become necessary to schedule a work week other than above, the Company agrees to communicate to, and discuss with the Union any such change at least one week before the change becomes effective.

#### Lunch Periods

21.02 (a) The standard lunch period is thirty (30) minutes without pay.

(b) When considered appropriate, the Company may authorize a twenty (20) minute paid break for designated employees.

(c) The lunch period will be scheduled as close as is reasonably possible to the midpoint of each shift.

#### Rest Periods

21.03 (a) The Company agrees to grant a rest period of ten (10) minutes during each half shift and overtime shift where work will continue for four (4) hours or more.

(b) The time for the above rest periods will be assigned by each Supervisor as close as is reasonably possible to the midpoint of the half shift or overtime shifts.

#### Overtime Regulations

21.04 (a) The Company may require employees to perform work in excess of their regularly assigned hours.

(b) Overtime opportunities shall be offered to employees in their department and on their shift. Such overtime shall be equalized among all employees who normally perform the work.

(c) Overtime shall be voluntary in the first instance, however, if sufficient volunteers do not make themselves available, the Company shall then appoint employees by ascending order of seniority.

Overtime Requirements

21.05 Overtime rates will be paid to Regular full-time employees for:

- (a) All hours worked in excess of the number of hours scheduled for that day.
- (b) All hours worked immediately prior to his/her regular starting time.
- (c) All hours worked on Saturday or Sunday except where, as outlined in an employee's schedule, the shift begins or ends on a Monday through Friday.
- (d) All hours worked on the sixth (6th) or seventh (7th) day as outlined in the employee's schedule.

Overtime Payments

21.06 Where overtime is required, Regular full-time employees will be compensated as follows:

- (a) One and one-half (1 1/2) times their regular rates for the first four (4) hours of overtime worked in excess of the number of hours scheduled for the day or hours worked immediately prior to his/her regular starting time, and two (2) times their regular rates for all consecutive overtime worked in excess of four (4) hours overtime in that day.
- (b) One and one-half (1 1/2) times their regular rates for the first eight (8) hours worked on Saturday or their sixth (6th) day, and two (2) times their regular rates for all hours worked in excess thereof on that day.
- (c) Two (2) times their regular rates for all hours worked on Sunday or their seventh (7th) day.
- (d) Shift premium shall be paid for all hours worked on such shift.

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Overtime Meals

21.07 (a) An employee required to work in excess of two (2) hours beyond normal quitting time, and who has not been warned before commencing work on that shift that overtime is required, will be granted a meal ticket by the Company.

(b) An employee required to work two (2) hours or more of overtime immediately following his/her normal shift will be allowed a paid meal break before commencing the overtime period, This paid break may be twenty (20) minutes at straight time or ten (10) minutes at time and a half at the option of the employee, or where the employee is a member of a group or team, at the option of the majority of the members of the team or group. Employees who decline the meal break are not entitled to payment in lieu thereof.

(c) Effective May 1, 1993 Meal Allowance shall be five dollars and twenty-five cents (\$5.25). Effective May 1, 1994 Meal Allowance shall be five dollars and fifty cents (\$5.50). Effective May 1, 1995 Meal Allowance shall be five dollars and seventy-five cents (\$5.75).

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**Reporting Allowances**

**21.08** It is recognized that, as required by their daily schedules, regular employees expect to start work and finish work at given times exclusive of overtime provisions.

**21.09** Where an employee is instructed to report late by the Company, and is required to work beyond his/her scheduled quitting time, one and one-half (1 1/2) times his/her regular rate will be paid for all hours worked after his/her scheduled quitting time. The principle of clause 21.06(a) will apply.

**21.10** An employee who reports for work at his/her regular time and is sent home because no work is available, shall be paid for three quarters (3/4) the number of hours regularly assigned on that shift or day. This provision shall not apply in cases of fire, lightning, power failure, or like causes of work stoppage beyond the Company's control.

**21.11** An employee, who has clocked out and gone home and who is recalled to perform emergency work, shall be paid a minimum of three (3) hours pay at overtime rates, and in addition shall be paid for one (1) hour travelling time at overtime rates.

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**ARTICLE 22 - PUNT HOLIDAYS**

**22.01** Permanent employees with seniority standing will be paid for the following Plant Holidays:

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
Good Friday		Apr. 1	Apr. 7	Apr. 6
Easter Monday		Apr. 4	Apr. 10	Apr. 8
<b>Victoria Day</b>	May 24	May 23	May 22	
Canada Day	July 2	<b>July 1</b>	<b>July 3</b>	
<b>Civic Holiday</b>	Aug. 2	Aug. 1	Aug. 3	
Labour Day	Sept. 6	Sept. 5	Sept. 4	
<b>Thanksgiving Day</b>	Oct. 11	Oct. 10	Oct. 9	
<b>Christmas Shutdown</b>	Dec. 24, 27 28, 29, 30, 31	Dec. 26, 27 28, 29, 30 and Jan. 2/95	Dec. 25, 26, 27, 28, 29 and Jan. 1/96	

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If the holiday falls on a Saturday or Sunday, the Company reserves the right to pay for the Friday or the Monday, all provided that:

(a) The employee is not absent from work on his/her regularly scheduled shift immediately before and after the holiday, unless s/he has a justifiable reason.

(b) The employee, at the discretion of the Company has been granted special leave of absence in writing, and this leave of absence does not exceed ten (10) working days before or after the holiday such time to include the holiday.

(c) Any employee, refused permission for leave of absence in respect to the day before or the day after a holiday, can report the matter to the Plant Chairperson. The Company, thereupon, will state its reasons for refusing permission.

(d) The employee was not laid off more than ten (10) working days immediately preceding the holiday or was recalled within ten (10) working days immediately after the holidays. For the purposes of qualifying for Christmas plant holidays, the above window shall be increased to fifteen (15) working days before and fifteen (15) working days after.

(e) An employee can prove that s/he was sick or that it was impossible for him/her to attend work. In case of doubt, then the employee's attendance record will be the governing factor, Any borderline cases will be discussed and settled by the management and the Plant Chairperson. In the case of an extended illness, which is proven, payment will be made for all plant holidays falling within and up to a limit of seventy-two (72) weeks from the commencement of said absence. If the employee receives Workers Compensation or Weekly Indemnity Benefits for this day, the Company will pay only the difference between the daily benefit and the employee's daily base earnings.

(f) Employees called to work during the summer holiday shutdown period and laid off on Civic Holiday will be paid for that day at basic pay rates provided they work on their properly assigned hours on the foregoing clauses (a), (b), (c), (d), and (e), in which case the Monday following the shutdown will be for them a regular working day paid at regular rates.

(g) Employees not celebrating Civic Holiday during shutdown will do so on the Monday following the shutdown, and will be paid for that day at basic rates subject to the foregoing clauses (a), (b), (c), (d) and (e).

(h) Days counted as working days include Monday to Friday with the exception of those as set out in clause 22.01.

Rate of Pay for Plant Holiday not Worked

22.02 The rate of pay for the (or a) holiday designated in clause 22.01 and not worked, shall be one (1) day's regular assigned hours multiplied by the employee's basic rate.

Rate of Pay for Plant Holiday Worked

22.03 Any work performed on a holiday designated in clause 22.01 will be considered overtime work. When such holidays are observed on a normal working day, the rate of pay shall be two (2) times an employees basic rate, multiplied by the number of hours worked; this is in addition to the one (1) day's pay provided for employees who do not work the statutory holiday,

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ARTICLE 23 - VACATION

23.01 Entitlement to vacation with pay for Regular employees will be in accordance with the following chart, Entitlement for employees who will complete two (2) or more years of service within the calendar year is based on the employee's anniversary date.

Effective May 1, 1993

Service	Entitlement	Pay
1 year (as of July 1st)	2 weeks	4%
5 years	3 weeks	6%
10 years	4 weeks	8%
20 years	5 weeks	10%
30 years	6 weeks	12%



23.02 (a) Vacation pay shall be calculated at 2% of gross earnings for the twelve (12) month period immediately preceding July 1st for each week of vacation entitlement.

(b) Regular employees with less than one (1) year of continuous service as of July 1st shall receive 4% of their earnings preceding July 1st.

(c) Vacation pay on a separate cheque, subject to normal deductions, will be issued when vacation is taken or as of the first full pay period in July. Employees must give two (2) weeks prior notice of their elected choice.

(d) If for any reason the employment of an employee is terminated, s/he will be entitled to receive vacation pay in accordance with his/her vacation entitlement at the date of termination.

23.03 Vacations will be scheduled in such a manner that satisfies the needs of the business and recognizes the wishes of the employees in accordance with the following:

(a) The Company may close the Plant, or any part of it, for vacation purposes at any time convenient to it between July 1 and August 31, in any year. The Company will give employees notice of the date of the vacation shutdown no later than May 15 each year.

(b) The Company reserves the right to ask any employee to take his/her vacation at a time convenient to the Company other than the period in which the Plant is shutdown.

(c) Employees may request to take vacation at any time during the year and such requests will require mutual agreement by the Company.

(d) Regular employees shall be permitted to take two (2) consecutive weeks of vacation time off between the 3rd week of June and the 1st week of September. Where the needs of the business permit, an additional week of vacation will be added to this two (2) weeks. Employees with twenty (20) or more years of seniority shall be permitted to take three (3) consecutive weeks off in the above noted period.

(e) Entitlement to vacation time off must be taken prior to April 30.

**23.04** Where an employee shows proof of hospitalized sickness during the course of his/her previously scheduled vacation, the period of hospitalization and Weekly Indemnity Benefit shall not count towards the employee's vacation and will be rescheduled to another mutually agreeable time,

**23.05** Vacation for Temporary employees shall be governed by the Ontario Employment Standards Act.

## ARTICLE 24 - BENEFITS

The provisions of clauses 24.01 to 24.04 shall not apply to Probationary and Temporary employees except that O.H.I.P. premiums will be reimbursed to Probationary employees on successful completion of their probationary period.

### O.H.I.P.

**24.01 (a)** The Company agrees to pay 100% of the Ontario Health Insurance Plan (O.H.I.P.) Single Rate Premium.

(b) The Company will pay 100% of the O.H.I.P., Family Rate Premium provided it is satisfied that the employee is the head of the household.



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Weekly Indemnity

24.02 (a) The Company agrees to pay 100% of the Weekly Indemnity Plan and 100% of the Group Medical Plan, New employees qualify for the Weekly Indemnity Plan and the Group Medical Plan membership after three (3) months of continuous active service, and subject to the applicable group insurance regulations,

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(b) The Weekly Indemnity Plan will provide a benefit of 66 2/3% of regular weekly earnings. For the purpose of Weekly Indemnity, 'regular weekly earnings' shall be defined as the normal weekly hours times the employee's hourly base rate at straight time.

(c) The Weekly Indemnity Benefit will commence on the first (1st) calendar day of absence due to accident, or the fourth (4th) calendar day of absence due to sickness, and will continue during the period of eligible disability, but for a maximum period of seventy-two (72) weeks. Payment of benefit for weeks 27 - 41 (inclusive) is subject to the employee initiating a claim for U.I.C. Sickness Benefit to cover wholly or in part, benefit for weeks 27 - 41 inclusive. An employee who provides proof of hospitalization or outpatient care for sickness will qualify for Weekly Indemnity from the first (1) day of such hospitalization or outpatient care.

(d) The benefits provided under this clause are accepted by the Union in full satisfaction of the employee share of Unemployment Insurance premium rebates, which rebates will then become payable to the Company.

(e) Effective May 1, 1993, the Company will pay for all employees with one (1) or more years of continuous service 100% of the premiums on the Dental Plan. The features on the plan are:

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Effective May 1, 1993, the plan will be upgraded to 1992 ODA rates. Effective May 1, 1994 the plan will be upgraded to 1993 ODA rates. Effective May 1, 1995 the plan will be upgraded to 1994 ODA rates,

- Basic Plan - 100% coverage to \$1,200. in year 1; \$1,400. in year 2; and \$1,800 in year 3.
- Major Restorative - 50/50 co-insurance to \$2,000 max/year.
- Perio/Endo - 50/50 co-insurance to \$2,000 max./year.
- Ortho - 50/50 co-insurance to \$1,000. lifetime in year 1; \$1,250 lifetime in year 2; \$1,600 lifetime in year 3.

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(f) The Group Medical Plan will include 'Vision Care' at a level of \$100./24 months in year 1; \$125./24 months in year 2; \$150./24 months in year 3. The balance of the Plan will be at 100% with respect to Drugs and Extended Health care, subject to the Carriers requirements,

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(g) The Company shall continue its practice concerning the supply of 'Prescription Safety Glasses' as a requirement of the job.

Life Insurance

24.03 On completion of six (6) months service, all employees who are under sixty-five (65) years of age at completion of such period of service will be covered by Group Life Insurance as follows:

(a) Life insurance: \$30,000 year 1; \$35,000 year 2; \$40,000 year 3.

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(b) Accidental Death and Dismemberment Insurance: \$30,000 year 1; \$35,000 year 2; \$40,000 year 3. Employees will be allowed to purchase additional Insurance coverage, in units of \$10,000 to a maximum of \$200,000 through payroll deduction, Application must be made to the Industrial Relations Department.

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(c) A paid-up Life Insurance Policy of \$2,500 in year 1; \$3,000 in year 2; and \$3,500 in year 3.

24.04 (a) All Group Life Insurance premiums are payable in full by the Company, except for the paid-up Life Insurance policy. Group Life Insurance coverage ceases when an employee reaches sixty-five (65) years of age, or on the date of retirement, if earlier.

(b) Effective May 1, 1993, the Company shall provide Major Medical (Extended Health Care) to all employees who retire after that date.

Pension Plan

24.05 The non-contributory successor plan for all current employees providing for normal retirement at age sixty-five (65), credited service based on one (1) years credit for each 1400 compensated hours with proportionate credit for compensated hours less than 1400, shall be changed to provide benefits as follows:

Year 1: Effective May 1, 1993, \$12.00 per month per year of service for all years of past service up to February 28, 1992 and \$14.00 per month per year for all credited service after March 1, 1992.

Year 2: Effective May 1, 1994 \$15.00 per month per year of service for all years of past and future credited service. It is understood that the 1400 hour threshold is a reflection of the seasonal nature of the work at the Sterling Road facility. In addition, employees will accrue service in the pension plan for absence while in receipt of Workers' Compensation benefits up to a maximum of two (2) years, absence while receiving Weekly Indemnity benefits, absence while on authorized Union Leave of Absence, and acceptance of benefits under the redundancy pay plan, 23.

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ARTICLE 25 - GENERAL/MISCELLANEOUS

Dress Requirements

- 25.01 (a) The Company will supply clean uniforms and hair coverings as required.
- (b) Employees required to perform outside work during the winter months will be supplied with duffle coats, Such coats are and remain Company property, and their issue shall be subject to such regulations as may, from time to time, be required.

Work Performed by **Supervisors**

25.02 Supervisors, technical staff and those above that rank shall not perform work normally performed by members of the bargaining unit except under the following conditions:

- (a) In case of emergencies.
- (b) When regular employees are not available due to absenteeism, provided no other hourly rated employee suitably qualified are available to fulfil that position.
- (c) For instruction.
- (d) When it is necessary to improve new or existing processes or procedures.
- (e) In all cases, the Union representative in the area will be notified of the circumstances requiring the application of this provision,

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ARTICLE 26 - SKILLED TRADES

**Grading**

26.01 a ) The purpose of this Article is to define trades and classifications, wage rates, seniority provisions and all other matters dealing with Skilled Trades work covered by this Agreement. Work covered by this Article shall be performed only by the Trades and Classifications as listed in section 9.

b) The provisions of the general agreement shall apply to employees in the **recognized** trades and classifications listed in section 9, except as altered by the provisions of this Article.

c) The Skilled Trades covered by this Article constitute those trades for which an apprenticeship is **usually** served.

d) A journeyman/woman in any of the designated Skilled Trades shall mean any person who:

i) has served a bona fide apprenticeship of **(4)** years - **8000** hours - and possesses proof of such apprenticeship service, and a provincial licence in that trade.

ii) holds a **recognized CAW** journeyman card in the trade in which he/she claims recognition.

e) Entry into the Skilled Trade shall be restricted to persons:

i) who qualify as journeyman under provisions set forth in the immediately preceding paragraphs, or

ii) who provide documents at date of hire proving their claim to journeyman status both to the Company and the Union Skilled Trades Committeeperson, or

iii) who successfully complete applicable Company written and practical tests.

**Qualifications**

Skilled Trades **Seniority**

26.02

i) Employees who are in Skilled Trades or have recall rights thereto as at the date of this Agreement shall retain their seniority established at that date and continue to accrue seniority thereafter.

ii) New trade journeypersons shall have seniority in their trade only as from the date of entry.

iii) Skilled trades lay-offs will be by seniority within the particular trades group.

iv) Upon satisfactory completion of the Apprenticeship program, the Apprentice will be given seniority equal to **50%** of time spent as an apprentice but not more than **(2)** two years,

**Skilled Trades Safety**

26.03 It is agreed, for the Safety of all concerned, Skilled Trades persons shall only operate within the skill for which they are licensed.

New Technology

26.04 The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required. The Company agrees to discuss such changes with the Union prior to the introduction of such change.

The Company will provide on-the-job training to Skilled Trades employees (who have the basic knowledge and ability to be trained) to keep current with new methods, tools, machines and new technology affecting their work.

**Skilled Trades Joint Committee**

26.05 A committee of six (6) shall be established, three (3) from the Company and three (3) from the Union, to deal with Skilled Trades issues,

The Union members of the committee shall be the National Representative, or his designate, the Plant Chairperson, and the Skilled Trades Committeeperson. The Company members of the committee shall consist of two (2) representatives from Plant Operations and the Manager, Industrial Relations.

**Maintenance Grading System**

Grading

26.06 Tradespersons shall advance to merit maximum within a six (6) month period. Completion of advanced testing will not prevent advancement to the merit maximum rate. Probation period will now be considered as sixty (60) working days which is in line with the Plant.

**Qualifications**

26.07

TRADE                      REQUIREMENTS

MECHANIC

start                      Ontario Millwrights License or approved apprenticeship.

Company written and practical test.

Before **completion** of **probation** to Job Rate. Demonstrate a basic knowledge of pneumatics, basic welding skills, basic machining skills,

To advance to **Merit Maximum**. Six (6) months Company experience as a Journeyman/woman.  
Advanced pneumatics  
Advanced welding  
Advanced machining  
Company written and practical test.

#### MACHINIST

Start Approved apprenticeship  
Company written and practical test

Job Rate On completion of probation period

To advance to **Merit Maximum** Six (6) months Company experience as a Journeyman/woman  
Advanced machining skills  
Advanced welding skills  
Company written and practical test

#### PIPEFITTER

Start Ontario Steamfitters license  
Company written and practical test

Job Rate On completion of probation

Advance to **Merit Maximum** Ontario Steamfitters license  
Six (6) months Company experience as a Journeyman/woman.

#### ELECTRICAL/ELECTRONIC TECHNICIAN

Start Electrician's License, **C.E.T.** or equivalent.  
Company written and practical test.

Job Rate On Completion of probation period.

To advance to **Merit Maximum** Six (6) months Company experience as a Journeyman/woman,  
Demonstrate a knowledge of advanced electronics,  
Company written and practical test.

Before **completion** of Probation to Job Rate. Demonstrate a basic knowledge of his/her trade.  
Company written and practical test.

**BUILDING TRADES (CARPENTER/MASON/PAINTER)**

Start Ontario license or approved apprenticeship.

Before **completion** Demonstrate a basic knowledge of his/her  
of **Probation** to trade.  
to Job Rate. Company written and practical test.

To advance to Merit Maximum Six (6) months Company experience as a  
Journeyman/woman.  
Company written and practical test.

Company Testing

26.08 (a) The Company will pay test fees, if any, for the initial tests for advance grading. Subsequent fees will **only** be paid for by the Company for **successfully** completed tests,

(b) The Company will allow time off with pay to take the test for the first attempt **only**. Subsequent tests due to failure will be on the employee's own time.

(c) Tests will be carried out on the company premises, with *invigilation* and assessment by the Apprentices Training Supervisor.

(d) The Tradesperson will ~~be~~ be advised of the marks for his/her tests and will be given the opportunity to discuss his/her results with management. In the event of a dispute over the marking, the test will be submitted to an outside marker for **re-evaluation**. Any fees will be paid by the Tradesperson if the results are upheld, or by the Company if they are found at fault.

(e) Re-examination in a failed test will be allowed after a lapse of **twelve (12)** weeks,

(f) A Tradesperson who has successfully completed his/her Apprenticeship with the Company will move to Job Rate, The date that an Apprentice will be considered a full Journeyman/woman, will be either the date of his/her successful completion of the license examination, or the date s/he completes his/her time requirements, whichever comes first.

Trade **Licenses**

26.09

The Company will pay the cost of annual trade licenses for trades in which the employee performs work provided that the employee has completed his/her probationary period, To be eligible for this allowance, the employee must produce the relevant trade license.

TRADES

26.10

Grade: Job:	Effective May 31, 1993			Effective May 1, 1994			Effective May 1, 1995		
	START	JOB	MERIT MAX.	START	JOB	MERIT MAX.	START	JOB	MERIT MAX.
<b>S1 - Carpenter</b> - Cement Mason - Painter	\$19.04	\$19.86	\$20.41	\$19.35	\$20.17	\$20.72	\$19.67	20.49	\$21.04
<b>S2 - Machine Repair</b> - General - Wrapping - Machinist - Plumber/ Pipefitter/Steamfitter	\$19.54	\$20.36	\$20.91	\$19.85	\$20.67	\$21.22	\$20.17	\$20.99	\$21.54
<b>S3 - Electrical/ Electronic Technician</b>	\$20.04	\$20.86	\$21.41	\$20.35	\$21.17	\$21.72	\$20.67	\$21.49	\$22.04

Apprentice Rate

26.11

Effective May 1, 1993

4th Year \$18.13

*25211*

Tool Allowance

26.12 a)

Tradespersons are required to have the complete set of tools specified by the Company for their trade. Apprentices are required to have the complete set of tools specified by the Company for their trade by the end of each year of their apprenticeship. The Company may verify that Tradespersons' and Apprentices' tool kits are complete and in serviceable condition but not more than twice in any calendar year.

26.12 b)

Tool allowance will be \$250. in year 1; \$300. in year 2; and \$350. in year 3. Tool allowance shall be paid out on the first pay in September of each year.

26.13

Skilled tradespersons in group S3 (Electrical/Electronic Technician) who are hired after October 7, 1985, will be hire on condition they rotate shifts when appropriate schedules are arranged by management.



Canadian Skilled Trades **Council** Dues

26.14 The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

First deduction to be made from the employees from the first pay received after completion of the probationary period, Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

ARTICLE 27 - WAGE RATES, JOB CLASSIFICATIONS AND GRADES

**Production** Grades

27.01

Effective **May 31, 1993** ✓

Effective May 1, 1994

Effective May 1, 1995

	START RATE	MERIT MAX.	START RATE	MERIT MAX.	START RATE	MERIT MAX.
GP	12.48	12.71	12.79	13.02	13.11	13.34
CI	12.70	12.77	13.01	13.08	13.33	13.40
C2	12.73	12.84	13.04	13.15	13.36	13.47
B1	13.03	13.14	13.34	13.45	13.66	13.77
B2	13.10	13.19	13.32	13.50	13.64	13.82
A1	13.23	13.34	13.54	13.65	13.86	13.97
A2	13.53	13.66	13.84	13.97	14.16	14.29
A3	13.55		13.86		14.18	
TD	13.95	14.30	14.24	14.61	14.55	14.93
L1	13.55		13.86		14.18	
L2	14.18		14.49		14.81	
L3	14.77		15.08		15.40	

BR

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/

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/

Service Department

27.02

Effective May 31, 1993

Effective May 1, 1994

Effective May 1, 1995

	START	JOB	MERIT MAX.	START	JOB	MERIT MAX.	START	JOB	MERIT MAX.
Gardener	17.09	17.68	18.10	17.40	17.99	18.41	17.72	18.31	18.73
Lubricator	15.17		15.59	15.48		15.90	15.80		16.22
Mtce. Gen.	14.49		14.94	14.79		15.25	15.11		15.57
Mtce. Dept.									
Helper	12.09		12.48	12.40		12.79	12.72		13.11
Rec. Mtce:									
Stores	13.62		13.70	13.93		14.01	14.25		14.33
Stores									
Keeper	14.07		14.18	14.38		14.49	14.70		14.81
Wickett									
Attendant	13.62		13.70	13.93		14.01	14.25		14.33

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**Shift Premium**

**27.03** Shift workers will receive the following shift premiums:

Effective March 1, 1991, forty-six cents (\$0.46) per hour on an Afternoon Shift and sixty cents (\$0.60) per hour on a Night Shift.

**Cost of Living**

**27.04** Effective May 1, 1993 and thereafter during the term of this agreement, each employee will receive a cost of living allowance as set forth in this clause.

The amount of cost of living adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index on the base 1981 = 100 hereafter referred to as the '1981 Consumer Price Index' or '1981 CPI'. In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest .1 index point - i.e., .05 and greater rounded upward and less than the .05 rounded downward.

The COLA shall be computed using the three (3) month average of the 1981 CPI for November and December 1992 and January 1993 as the base period. Cost of living adjustments will be made on a quarterly basis at the following times:

Effective Date of Adjustment	Based Upon Three (3) Month Average of the 1981 CPI for:
First pay period beginning on or after June 1, 1993 and at three (3) calendar month intervals thereafter to March 1, 1996.	February, March and April 1993 and at three (3) calendar month calendar month intervals thereafter to November, December 1995 and January 1996.

One cent (\$.01) adjustments in the cost of living shall become payable for each .2 change to the Consumer Price Index.

For the purposes of this Agreement, any paid COLA shall be treated as if it were incorporated into the base rate.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form or basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this Agreement, a monthly Index in its present form and calculated on the same basis as the Index for February, 1991.

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1.

## 27.05 JOB CLASSIFICATIONS AND GRADES

Job Title	Grade
CHOCOLATE	
Trucker	C2
Chocolate Control	A2
Utilityperson	CI
Concher	B1
Concher's Helper	C1
H.M.S. Concher Operator	A2
Buss./H.M.S. Melangeur Operator	A2
Refiner Rolls Operator	A2
Refiner's Helper	AI
Cocoa Butter Melter	G.P.
Lead Hand Chocolate Making (Ground Floor)	--
Department Cleaner	G.P.
Factory Checker/Recorder	CI
Mixer (Rough Ingredients)	B1
Department Helper	G.P.
Sugar Grinder	C2
Lead Hand Chocolate Making (Mixing)	
BISCUIT	
Department Helper	G.P.
Checkweigher	AI (p.e.)
Lead Hand Coffee Crisp Wrapping	--
Enrober Operator	A2
Oven Operator	C2
Batter Maker	B1
Cleaning/Set-Up Man	B1
Lead Hand Wafer Department	--
Factory Checker/Recorder	A3 (p.e.)
Enrober Feeder	C2 (p.e.)
Wrapping Section Helper	CI
Department Cleaner	G.P.
AFTER EIGHT	
Trucker	C2
Utilityperson	C2
Cream Maker	A2
Fondant Maker	AI
Depositor Operator	AI
Enrober Operator	A2
Checkweigher	AI (p.e.)
Cream Maker's Helper	C2
Schubert Filler Operator	B2
Lead Hand After Eight Enrober Operator	
Department Helper	G.P.

**SMARTIES**

Department Helper	G.P.
Soft Coat - Finish Coat Operator	C2
Checkweigher	AI (p.e.)
<b>Smarties</b> Syrup Boiler	AI
<b>Smarties</b> Blend and Polish Operator	G.P.
Centre Rub Down	G.P.
<b>Nalle Plante</b> Operator	A2
Lead Hand <b>Smarties</b> Department	--

**MOULDING**

Trucker	C2
Department Helper	G.P.
Checkweigher	AI (p.e.)
Factory Checker/Recorder	C1
Moulding Machine Operator	A2
C & M Shell Line Operator	AI
Lead Hand Moulding Manufacturing	--
Lead Hand Moulding Various	
Process Moulding Operator	G.P.
Moulding Department Lead Hand	--
Department Cleaner	C.P.

**BAR PACKING**

Trucker	C2
Department Helper	C1
Stockkeeper	C2
High Speed Wrapping Machine Operator	C2
Factory Checker/Recorder	A3(p.e.)
Stapler Operator - Warehouse	C2
<b>Transwrap</b> Machine Operator	B1
Lead Hand Family Packing	
Lead Hand Bar Packing	
Lead Hand Conveyor Packing	
Lead Hand Warehouse Transfers	
Department Cleaner	G.P.

## SERVICE

Carpenter  
 Painter  
 Maintenance Department Helper  
 Machinist Fitter  
 Electronics Electrician  
 Electrician  
 Electronics Technician  
 Electrician/Electronic Technician  
 Mechanic  
 Packaging Machine Mechanic  
**Pipefitter-Steamfitter**  
 Lubricator  
 Receiver, Maintenance Stores  
 Electrician Apprentice  
 Cement Mason  
**Pipefitter-Steamfitter** Apprentice  
 Maintenance Department General  
 Storeskeeper  
 Gardener  
 Wicket Attendant  
 Mechanic Apprentice

## CLEANING AND SANITATION

Elevator Operator	G.P.
Ladies Washroom Attendant	G.P.
Production Cleaner	G.P.
Mechanic Floor Washer Operator	C1
Men's Locker-Room Attendant	G.P.
<b>Salvage</b> and Garbage Collector	C2
Lead Hand Cleaning and Sanitation	--
<b>Recorder/Storeskeeper</b>	A3 (p.e.)

## FLAVOUR ROOM

Lead Hand Flavour Room	--
Flavour Room Dispenser's Helper	A1
Department Helper	C1
Trucker	C2
Flavour Room Dispenser	A2

## RECEIVING

Warehouse Stock Controller	B1
Warehouse Cleaner	C1
Truck Driver	A1
Forktruck Operator	A2
<b>Receiver</b>	B1
Lead Hand Receiving	

SHIPPING

Warehouse Cleaner	CI
Order Processor	B1
Feeder Grade 1	B2
Shipper	A1
Forktruck Operator	A2
Lead Hand Shipping	--

SAMPLE ROOM

Lead Hand Sample Room	--
Sample Room Assistant	C2

ARTICLE 28 - JOB REDUNDANCY

Job Redundancy **Defined**

**28.01** For the purpose of this section, a particular job or function will be declared redundant as will the employee who is actually performing the particular job or function at the time of the declared redundancy in the following circumstances only;

(i) in cases of permanent lay offs resulting from product rationalization and or discontinuation of certain product brands or lines.

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(ii) in cases where a change to method of operation and or process result in a permanent reduction of the work force.

(iii) in cases where the introduction of technological change results in a permanent reduction of the work force,

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Employees who receive notice of either a temporary or an indefinite layoff as in the normal course associated with the seasonality of the Company's business, shall not be deemed to have been declared redundant.

**Notice**

**28.02 (a)** Employees who are declared redundant in accordance with the above, will receive written notice of permanent layoff (dismissal) eight (8) weeks prior to the effective date of the redundancy but in any event, not less than the prescribed notice period as defined in the **E.S.A.** for the province of Ontario. This shall not apply to any employee who is displaced by application of seniority or Temporary employees.

(b) In the event of a reduction in the number of jobs as a result of technological change or the introduction of major capital equipment, the Company agrees to discuss such changes with the Union prior to the introduction of such change. The Company further agrees to minimize the dislocation to the greatest extent possible and will review all possibilities for alternative employment.

Bumping

**28.03 (a)** Any employee receiving notice in accordance with **28.02 (a)** above, shall have the right to displace employees on the basis as set out in Article 13, section 13.02 (a) through (f).

(b) Employees electing to and who are successful in displacing another employee shall no longer be considered redundant however, the displaced employee for the purpose of this article shall be deemed to be the declared redundancy.

Redundancy Compensation

28.04 (a) Employees having seniority standing who are affected by 28.01, (i) through (iii) above will be compensated according to the following formula or the Employment Standards Act whichever is greater.

Service Requirement		
< 5 years service	1	week of pay per year
5 years but < 15 years	1 1/3	weeks of pay per year
15 years but < 25 years	1 2/3	weeks of pay per year
25 or more years	2 ✓	weeks of pay per year

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(b) Length of service shall be determined as of the termination date. A week of pay will be the equivalent of forty (40) hours multiplied by the base rate of pay as stipulated by the terms of the Collective Agreement for the job held by the employee at the time of the declared redundancy,

**Eligibility** for Redundancy Compensation

28.05 In order to receive compensation as described in 28.04 above, employees must remain in our active employ until the effective date of the declared redundancy.

28.06 Compensation as referred to in 28.04 is deemed to include severance and or pay in lieu of notice to which an employee is otherwise entitled on termination under the E.S.A. for the province of Ontario.

**Benefit Continuation**

28.07 Payment of benefit premiums will continue for the equivalent of the number of weeks of redundancy compensation or for a minimum period of three (3) months whichever is greater, for the following benefits only:

Life, A.D. & D., Group, Hospitalization and Dental

It is further understood that upon obtaining employment elsewhere, payment of benefit premiums shall immediately cease. Employees can, at their choice upon termination and at their cost, convert whole life insurance to a personal policy.

28.08 Prior to receiving redundancy compensation, employees are required to sign a Release and Indemnity form.





ARTICLE 29 - TERMINATION OR MODIFICATION OF AGREEMENT

29.01 This agreement shall be in effect from May 1, 1993 through to and including April 30, 1996.

29.02 Further, this Agreement shall continue in effect from year to year thereafter unless either party gives notice, in writing, of its intent to terminate or seek amendment to this Agreement, which notice shall be given not more than ninety (90) days and not less than sixty (60) days before the termination date.

29.03 In the event that either party gives notice seeking amendments and subsequent to negotiations a new Agreement is not reached, this Agreement shall expire at the current expiry date, or upon completion of conciliation procedures as prescribed by law, whichever shall last occur.

29.04 It is understood that during any negotiations following upon notice of termination or amendment, either party may bring forward counter-proposals arising out of or related to the original proposals.

Legal Limitations

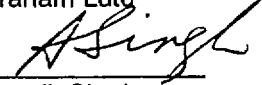
29.05 It is recognized that nothing in this contract is intended or shall anything be construed to require either party to contravene the laws of the Government of Ontario or the Government of Canada. Where any clauses may run counter to such laws, the provisions of the law shall apply where necessary,

DATED AT TORONTO, ONTARIO THIS 14 Y O F July, 1993

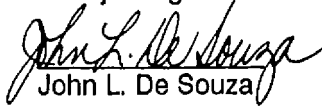
FOR THE COMPANY



Graham Lute



Amarjit Singh

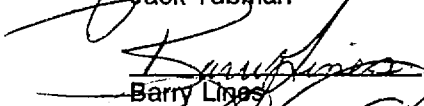


John L. De Souza

FOR THE UNION




Jack Tubman



Barry Lines



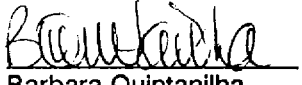
John Lillie



Len Medford



Ben Maia



Barbara Quintanilha

Abbott Harvey

May 1, 1993  
Mr. J. Tubman  
National Representative  
CAW-Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

LETTER OF UNDERSTANDING NO. 1

**RE: PERMANENT PART-TIME EMPLOYEES**

All reference to permanent part-time employees shall be deleted from the Collective Agreement with the understanding that they shall be considered permanent full-time employees with full seniority credits back to the date of hire or rehire in the case of broken set-vice.

Furthermore, it is understood and agreed that those employees (P.P.T.) who were previously transferred to permanent full-time status shall also be credited with full seniority back to their date of hire on the same basis as described above.

It is further understood and agreed that the existing working conditions shall remain as is, without change, with reference to actual hours of work per day or per week or rest and lunch breaks, etc..

JKI

John L. De Souza  
Manager, Industrial Relations

May 1, 1993  
Mr. J. Tubman  
National Representative  
CAW-Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear J. Tubman:

**LETTER OF UNDERSTANDING NO. 2**

**RE: TEMPORARY EMPLOYEES**

In accordance with our Agreement reached during negotiations, Temporary employees following completion of sixty (60) working days shall have seniority standing on a 'Temporary Employee Seniority List'.

The lay-off and or recall of Temporary employees shall be on a Plant wide seniority basis,

Except as provided for in clause 12.02 (a), Temporary employees accepted as a permanent full-time employee shall have seniority standing effective from the date of actual transfer to the permanent full-time position, For the purpose of clarification, seniority credits as a Temporary employee will not be transferred to the full-time position.

A Temporary employee will be permitted to apply temporary seniority status outside of their home department before new Temporary employees are hired.

In 1993 only, the Company is prepared to grant full-time status to those Temporary employees who as of May 1, 1993 have five (5) years seniority. Full-time seniority will be ranked in order, after the most junior current full-time employee.

John L. De Souza  
Manager, Industrial Relations

May 1, 1993

Mr. J. Tubman  
National Representative  
CAW-Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9


Dear Mr. Tubman:

**LETTER OF UNDERSTANDING NO. 3**

**RE: SUBSTANCE ABUSE**

It is clearly the Company's intention to continue its past practice with reference to the above matter and in so doing, it further agrees that in all cases the Union will have direct involvement in attempts to rehabilitate the individual(s) concerned.

John L De Souza  
Manager, Industrial Relation

Handwritten initials or mark, possibly "JL" or similar, located in the bottom right area of the page.

May 1, 19923  
Mr. J. Tubman  
National Representative  
CAW-Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

LETTER OF UNDERSTANDING NO. 4

**RE: CONTRACTING OUT**

The Company agrees that the use of outside contractors shall not result in the lay-off or delays in recall from lay-off of any member of the Skilled Trades group either directly or indirectly, provided the laid off employee has sufficient skill and ability to perform the work. This provision shall not apply in cases of emergency.

It is further agreed that the Company shall continue its practice in utilizing the effected trades to their fullest capacity.

John L De Souza  
Manager, Industrial Relations

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May 1, 1993

Mr. J. Tubman  
National Representative  
CAW-Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear J. Tubman:

LETTER OF UNDERSTANDING NO. 5

**RE: PENSION PLAN**

The Company agrees that a Pension Committee will be formed within sixty (60) days of the ratification of this Agreement. The Union will be entitled to have two (2) representatives on this Board.

John L De Souza  
Manager, Industrial Relations

May 1, 1993

Mr. J. Tubman  
National Representative  
CAW-Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

**LETTER OF UNDERSTANDING NO.6**

**RE: EMPLOYEE ADJUSTMENT COMMITTEE**

The Company agrees to continue its practice with respects to an Employee Adjustment Committee. A full-time union attendant appointed by the Plant Chairperson, shall be assigned to the day shift and proper office facilities and equipment will be furnished.

This practice shall continue as long as there are fifty (50) or more employees in any year, affected by job redundancy.

John L De Souza  
Manager, Industrial Relations

May 1, 1993

Mr. J. Tubman  
National Representative  
CAW - Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

**LETTER OF UNDERSTANDING NO. 7**

**RE: SKILLED TRADES APPRENTICESHIP PROGRAM**

Should the Company decide to implement an apprenticeship program during the life of this agreement, it is agreed that a joint committee shall be established to determine all elements of such program,

In the event that the joint committee fail to reach complete agreement, the parties agree that all outstanding matters be referred to an arbitrator. The arbitrator shall have the authority to decide on the outstanding matters and include them into the previously agreed to items.

John L. De Souza  
Manger, Industrial Relations



May 1, 1993

Mr. J. Tubman  
National Representative  
CAW - Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

**LETTER OF UNDERSTANDING NO. 8**

**RE: DRUG PLAN**

This letter serves to indicate the Company will continue its practice of assisting individuals who may be suffering hardship by advancing funds required for prescription medication, It is understood that the individuals will make application for reimbursement from the insurance company and will upon receipt of said monies, reimburse to the Company the sum advanced,

John L. De Souza  
Manager, Industrial Relations

c.c Mr. B. Lines  
Plant Chairperson

May 1, 1993

Mr. J. Tubman  
National Representative  
CAW - Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

**LETTER OF UNDERSTANDING NO. 9**

**RE: WEEKLY INDEMNITY . U.I.C. CARVE OUT**

This letter serves to indicate the Company will continue its practice of having W.I. benefits continued on an exception basis, for those individuals who after applying for such carve out benefit do not qualify.

John L. De Souza  
Manager, Industrial Relations

c.c. Mr. B. Lines  
Plant Chairperson

May 1, 1993

Mr. J. Tubman  
National Representative  
CAW - Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

LETTER OF UNDERSTANDING NO. 10

**RE: 6.5 HOUR SHIFT ADJUSTMENT**

As agreed during negotiations, the Company shall effect a one time adjustment, to be determined in conjunction with the Union, of junior employees to the current 6.5 hour shifts, For the purpose of clarification, these shifts will be "crewed" with the most junior regular or temporary employees.

John L De Souza  
Manager, Industrial Relations

May 1, 1993

Mr. J. Tubman  
National Representative  
CAW - Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

**LETTER OF UNDERSTANDING NO. 11**  
**RE: VOLUNTARY RETIREMENT PENSION**

In view of the fact that there will be a significant number of job redundancies during the life of this Agreement, the Company will provide an early retirement pension upgrade, (as outlined below), when such early retirement is voluntary and is a direct result of job redundancy under the terms of Article 28 of this Agreement.

The Company further agrees to allow 'windows' of opportunity, for three (3) months in each year of this Agreement, in order to determine and approve the number of applicants. The Company and Union shall discuss the timing of such.

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It is further understood that the application of this 'Voluntary Retirement' shall be as follows:

When a position becomes redundant the Company will accept, by seniority, requests for voluntary retirement on a one for one basis when a declared job redundancy incumbent chooses to exercise his/her seniority rights and remain in the employ of the Company.

**Pension Upgrade**

The Company shall provide an actuarially **unreduced** pension for employees who attain the age of **60**, with ten (10) or more years of continuous, contributory and credited service, who are granted voluntary early retirement under the conditions noted above. This pension upgrade will apply only to those employees who meet the above specified criteria and retire during the life of this Collective Agreement.

John L. De Souza  
Manager, Industrial Relations

April 20, 1993

Mr. J. Tubman  
National Representative  
CAW - Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

LETTER OF UNDERSTANDING NO. 12

**RE: LIFETIME MAXIMUM - EXTENDED HEALTH**

In the case where individuals entitled to Extended Health should exceed the lifetime maximum (\$10,000), the Company shall pay those expenses on an exception basis.

John L. De Souza  
Manager, Industrial Relations

May 1, 1993

Mr. J. Tubman  
National Representative  
CAW - Canada  
205 Placer Court  
North York, Willowdale  
Ontario M2H 3H9

Dear Mr. Tubman:

**RE: HEALTH AND SAFETY**

The Company agrees to allow a representative(s) of the National CAW Health and Safety Department access to the Plant for the purposes of providing health and safety information to the Joint Health and Safety Committee, or to monitor, inspect a complaint. It is understood that any such request shall be made by the Union chairperson to the Manager, Industrial Relations, prior to access being granted.

John L De Souza  
Manager, Industrial Relations

c.c. Mr. B. Lines  
Plant Chairperson

**This** letter shall remain outside the **Collective** Agreement.