

# Collective Agreement

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Uniroyal Goodrich Canada Inc.  
Kitchener

United Steelworkers of America on  
behalf of Local 677

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June 1st, 1995 - May 31, 1998

00714 (04)

**INDEX**  
**COLLECTIVE AGREEMENT**

	<b>Clause</b>	<b>Page</b>
Absence -- Employee		
Must Report .....	10.01-10.03	55-56
Arbitration -- Step 4 .....	5.01	8-9
Arbitration -- Wages .....	5.06	10
Arbitration -- Standards .....	5.07	10-11
Average unit hour .....	7:10	27
Average earnings .....	7.11	27
Bereavement Pay .....	7.27	32-33
Discharge Clause .....	5.15	13
Examples -- causing discharge, suspensions, reprimands .....	9.06	53-54
Grievance Procedure .....	5.01	8-9
Grievance time limits .....	5.11-5.13	11-12
Hiring Rates .....	7.12	28
Hours of Work -- Normal .....	<b>6.01</b>	14
Hours of Work -- Overtime .....	<b>6.05-6.07</b>	15-16
Hours of Work -- Employee must work .....	<b>6.03</b>	15
Interim Increase Formula .....	Appendix B	67
Lay-off -- Reduced Production .....	<b>6.02</b>	15
Leave of Absence -- Other than Sickness .....	10.04-10.05	56
Leave of Absence -- Sickness .....	10.06	56-57
Leave of Absence -- Military Camp .....	10.07	57
Leave of Absence -- Union .....	10.08	57
Leave of Absence -- Responsibility .....	10.09	57-58
Payment Limits (including Bonus) .....	7.03	22
Payments -- Changes on time sheets .....	7.09	27
Payments -- Special Limits, Incentive Employees .....	7.16	29
Payments -- Special: Experienced Incentive Employees		
Payments -- off standard .....	7.17	29
Payments -- Work Available on his/ <b>her</b> job ...	7.18	29-30
Payments -- Developments or Experimental .....	7.19	30
Payments -- Mechanical etc. delays .....	7.20	30
Payments -- Abnormal stock conditions .....	7.21	30
Payments -- Group Operations .....	7.22	30
Payments -- Productive work below 60 Unit Hour .....	7.24	31
Payments -- Hourly Rated Employees .....	7.25	31
Payments -- Experienced Incentive and Hourly Rated Employees		
Reports for Work -- No Work Available .....	7.26	32
Funeral Pay .....	7.27	32-33

	Clause	Page
Accounting Inventory .....	7.28	33
Jury Duty .....	7.29	33-34
Attending Hospital--Injured or Sick .....	7.30	34-35
Payments for Learners .....	7.31-7.37	35-36
Payments Special -- Learners, Group Operations .....	7.38	37-39
Record Card -- Reprimands, etc. ....	9.03-9.06	53-54
Rest Periods .....	7.14	28
Shift Premiums & Handover Payment .....	7.13	28
Statutory Holidays .....	<b>6.09-6.18</b>	17-20
Incentive Estimated .....	7.02	20-22
Standards -- Incentive Permanent .....	7.02	20-22
Incentive Effective .....	7.05-7.06	25-26
Incentive Protested .....	7.08	26-27
Incentive Union Time Study .....	7.08	26-27
Seniority		
Address Important .....	8.02	40
Hiring Date .....	8.04	40
Seniority Privileges .....	8.05	41
Management .....	8.25	51
Job Seniority .....	8.07-8.09	41
Residence Rights .....	8.10	42
For Lay-Off Procedure .....	8.11	42-46
For Recall .....	8.13	46
Supervisory or Salaried Employees .....	8.23	50-51
Back Service Credit .....	8.16	46-47
Loaned Conditions .....	8.20	49
Transfer Rights .....	8.19	48-49
Shift Preference .....	8.24	51
Vacation		
Service - Weeks - Payment .....	11.01	59
Sick or Injured Employee .....	11.07	61
Resigns or Discharged .....	11.09	61
Laid-Off .....	11.10	61-62
Minimum .....	11.12	62
Schedules .....	Appendix A	65
Appendices		65-73
Memorandum July 11, 1991 .....	Appendix A	65
C.O.L.A. ....	Appendix B	67
J.I.T., S.P.C. ....	Appendix C	70
Non-Value-Added Jobs .....	Appendix D	71
Measured Day Work .....	Appendix E	73
Letters of Understanding .....	1-15	74-85

## **A G R E E M E N T**

This agreement made and entered into this 1st day of June, 1995, by and between Uniroyal Goodrich Canada Inc., Kitchener Plant, Kitchener, Ontario, hereinafter called the "Company", and the **United Steelworkers of America on behalf of** Local #677 thereof, hereinafter called the "Union", for the occupational classifications represented by the Union as set forth in Article 2, Subsection 2.01.

### **ARTICLE I**

#### **Purpose**

It is the mutual desire of the parties to this agreement to promote co-operation and harmony, and to provide an amicable method of settling differences which might arise hereunder.

### **ARTICLE II**

#### **Union Recognition**

**2.01** The Company recognizes the Union as the sole Collective Bargaining Agent for all hourly-rated and incentive employees of the Company at its Tire Plant in the City of Kitchener, SAVE AND EXCEPT supervisors, persons above the rank of supervisors, watchmen, guards, production schedulers, office employees.

**2.02** The Company agrees to meet and negotiate with the representatives of the Union on matters pertaining to rates of pay, hours of work, and working conditions.

**2.03** Wherever the masculine gender appears in this Agreement, it shall be construed as meaning male or female, unless the context in the clause requires otherwise.

### **ARTICLE III**

#### **Deduction of Union Dues**

**3.01** The Company agrees to deduct from the wages of any employees who are members of the Union who individually and voluntarily certify in writing that they authorize such deduction, their union dues, new member dues, rejoining fees and general assessments in accordance with the International Constitution of the **U.S.W.A.** and remit said deductions to the Treasurer of Local #677 U.R.C.L. & P.W.A.

Individual check-off authorizations which have been signed by employees shall be irrevocable during the life of this Agreement and any extension thereof.

**3.02** Any person hired as a new employee and any employee who is hereafter transferred into the bargaining unit on or after the effective date of this Agreement shall become a member of the Union on the date of employment or transfer, and shall as a condition of employment, maintain his/**her** membership in the Union to the extent of paying membership dues.

**3.03** Any employee who is in the bargaining unit and who is not a member of the Union shall become a member of the Union not later than fifteen (15) days from the effective date of this Agreement and shall, as a condition of employment, maintain his/**her** membership in the Union to the extent of paying membership dues. An employee who is on layoff, on leave of absence, or absence due to injury or illness shall comply with the requirement of this section not later than fifteen (15) days following his/**her** return to work.

**3.04** Clauses 3.01, 3.02, 3.03 shall not apply to an employee who is denied membership in the Union or whose membership therein has been terminated for reasons other than his/**her** failure to tender the regular monthly membership dues in such amount as may be fixed by the local union in accordance with the procedure prescribed by the Constitution of the International Union.

**3.05** (a) In the event any employee fails to become a member of the Union as provided in Clause 3.02 or 3.03 above, the Union shall give written notice to the Company and to such employee of such failure. Such employee shall not be retained on a job in the bargaining unit unless **s/he** has, within two (2) weeks after receipt of such notice, presented evidence that **s/he** has become a member of the Union, or that **s/he** was denied a membership for reasons other than his/**her** failure to tender the regular monthly membership dues in such amount as may be fixed by the local union in accordance with the procedure prescribed by the Constitution of the International Union.

(b) Any employee who has become a member of the Union and who thereafter fails to maintain his/**her** membership in the Union to the extent of paying membership dues shall not be retained in the employ of the Company, provided that the Union shall have given written notice to the Company and to such employee of such failure and such employee shall have failed to comply with the provisions of this Article within thirty (30) days after the receipt of such notice.

**3.06** Authorizations for union deductions shall be automatically revoked upon:

(a) Termination of employment

(b) Transfer of employment into an occupation outside the bargaining unit.

The Company will, however, deduct the monthly union dues and/or new member dues from the payoff cheques or S.U.B. payments of those members in (a) who have had insufficient dues deducted in either the month they have terminated their employment and/or the month previous, provided such employee has worked thirty-two (32) or more hours in such month or months and has sufficient earnings.

The Company will also deduct monthly union dues from the current month from those employees in (b) who worked in the bargaining unit for thirty-two (32) or more hours in such month.

**3.07** Authorizations for union deductions shall be signed in triplicate by the employees concerned and their signature must be witnessed by an employee of the Company. One copy shall be given to the employee who authorized his/**her** deduction, one copy to a representative of Local #677, and one copy will be forwarded to the Company Payroll Department. The following forms of authorizations shall be used.

**"A"**

I hereby authorize Uniroyal Goodrich Canada Inc., to deduct from my wages or S.U.B. payments owing to me, in each month on a weekly basis, a total of the current monthly sum, or such other amount as may be revised by the local union in accordance with the Constitution of the International Union, or by action of the Convention of the International Union, in accordance with and for the duration of the Collective Agreement between Uniroyal Goodrich Canada Inc., Kitchener Plant and Local #677 **U.S.W.A.** dated June 1, **1995**. Please remit this sum weekly to Local #677 as my membership dues. This assignment is irrevocable during the life of the Agreement, but becomes void upon:

- (a) termination of employment, or
- (b) transfer to an occupation outside the bargaining unit.

I understand that it shall place no liability of any kind upon Uniroyal Goodrich Canada Inc. by virtue of your action in honouring in good faith this assignment and authorization.

Emp. No. .... Signed .....  
(employee)

Dept. No. .... Witness .....

Date ..... Address .....

.....

**"B"**

**Application for Membership**

On this ..... I hereby make application for membership in Local#677, **U.S.W.A.** and if accepted I do hereby authorize Uniroyal Goodrich Canada Inc. to deduct from my wages owing to me on the earliest pay day of the first month, the current sum, or such other amount as may be revised in accordance with the Constitution of the International Union, or by action of the Convention of the International Union, as my new member dues or rejoining **dues** in accordance with the Collective Agreement between the said parties, dated June 1,1995. This new member's dues or rejoining **dues** deduction will also include my first regular union dues installment and shall be remitted to Local #677.

I understand that it shall place no liability of any kind upon Uniroyal Goodrich Canada Inc. by virtue of your action in honouring in good faith this assignment and authorization.

Emp. No. .... Signed .....  
(employee)

Date ..... Witness .....

The Union shall give the Company written notice in advance of any change in the amounts expressed in Schedules "A" or "B".

**3.08** Authorizations for deductions shall be effective from the earliest pay payable of the month provided the employee has worked and/or received the equivalent of thirty-two (32) or more hours and/or received the equivalent in S.U.B. payments in such month. If the employee is entitled to no pay or has insufficient wages on any pay day then the current deduction shall become an arrear.

**3.09** The Company Payroll Department shall make current, arrear and new member deductions from the wages or payments of union members in accordance with the authorizations then in his/**her** hands. The Company Payroll Department will forward the deductions within five (5) days of such pay to the Treasurer of Local #677, **U.S.W.A.**

**3.10** The Company shall name the employee from whose pay the union deductions were made and shall classify such as either current, arrears or new member. The Company shall also name the employees from whom no deductions were made and shall classify such employees as:

- a) Where they have terminated employment and classed as laid off, discharged, retired or quit.
- b) Where they have been transferred into an occupation outside bargaining unit.

- a) Where they did not have sufficient wages or payments by the fourth pay day of the month.

The Company shall also name the employee who was transferred and his/her employee number in the department to which s/he was transferred.

**3.11** The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from other form of liability as a result of the Company making any deductions in accordance with the foregoing authorizations and assignments and the Union will refund directly to all employees on whom a wrongful deduction was made.

**3.12** Both parties agree that there will be no discrimination, coercion, or intimidation of employees in respect to union membership or authorization of union deductions.

**3.13** The Union agrees that neither it nor any of its officers or members will collect union dues, new member dues, or rejoining fees on Company time.

#### ARTICLE IV

##### Company Security

**4.01** It is recognized that the continuity of production free from work stoppages, slowdowns, or strikes is essential to the efficient and economical operation of the Company's business.

**4.02** It is agreed that the Company shall have the right to reasonably discipline employees who violate any provisions of this Agreement. If the Union questions that the Agreement has been violated, the Union shall have the right to avail itself of the grievance procedure as provided in Article V of this Agreement.

#### ARTICLE V

##### Grievance Procedure

**5.01** The employee who has a complaint shall refer it to his/her immediate supervisor either directly or through his/her union representative. If the complaint is not satisfactorily settled, it may then be treated as a grievance and may be reduced to writing, dated and approved by the proper Union official. The grievor's supervisor or department/area manager shall acknowledge the request for a grievance meeting by signing the grievance form in the appropriate place. **A copy of the dated and signed grievance will be provided to the supervisor at the time of his/her acknowledgment of the grievance.** The grievance thereafter shall be processed through the following channels in sequence.

Step 1

The Department steward and Vice-President and/or his/her authorized representative and the Department/Area Manager of the grievor's department and/or his/her authorized representative. A steward shall be a member of the department which s/he represents. However, in the case of a small department, a steward can be a member of another department.



Step 2

The Department steward, President, Vice-President and/or their authorized representative(s) and the Department Head of the grievor's department and/or his/**her** authorized representative(s).

If a steward, at Step #1 or #2, is away from the plant and will either not be available within a reasonable period of time to negotiate the grievance, or it is desired that the grievance be processed without undue delay, the President, Vice-President and/or their authorized representative(s) may be substituted.

Step 3

The Department steward and/or a member or members of the bargaining committee and the Manager Industrial Relations and the Plant Manager and/or their authorized representatives. **A staff representative** shall attend upon request of the Union.

Step 4

Any grievance arising from the interpretation, application, administration, or alleged violation of the Agreement, including incentive standards, which has not been settled under the grievance procedure including any question as to whether a matter is arbitrable may within, but not more than **forty-five (45)** calendar days after completion of Step #3 be submitted to arbitration by either party. When either party to this Agreement requests that a grievance be submitted to arbitration, they make such request in writing, and address same to the other party. Such request shall contain insofar as possible, a complete and accurate statement of the grievance matter to be arbitrated. Within five (5) calendar days of receipt of this notice, each party shall appoint an arbitrator, and notify the other party of its appointee. The two arbitrators so appointed shall select a chairman of the arbitration board within five (5) calendar days. In the event of failure to agree upon a chairman, either or both parties shall make application to the Minister of Labour for Ontario, asking that **s/he** nominate a chairman.

**5.02** A decision by the majority of the arbitration board shall be final and binding upon both parties and the employees.

**5.03** Each of the parties shall pay the charges and expenses of its appointees. The charges and expenses of the chairman of the arbitration board (if any) shall be borne equally by the Company and the Union.

**5.04** The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of the Agreement. Unless mutually agreed, no matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

**5.05** (a) In all cases of arbitration, a single arbitrator will be substituted for a Board of Arbitration provided for in this Article V unless the Union and the Company mutually agree to proceed by means of a Board of Arbitration.

(b) In all cases of substitution of a single arbitrator for a Board of Arbitration, as outlined in subsection (a) above, all other applicable provisions of Article V will continue to apply so far as they are relevant.

**5.06** Grievances on occupational hourly rate ceilings and base rates in effect on the effective date of this Agreement are not subject to arbitration. Grievances pertaining to hourly rates under ceilings and new base rates established after the effective date of this Agreement (except those rates affected by general wage adjustments) shall be subject to the arbitration procedure as defined in STEP 4 except that in such instances a single arbitrator will be substituted for the arbitration board.

This arbitrator will be selected by agreement between the parties or by the Minister of Labour for Ontario if the parties fail to agree on their selection within five (5) days after either party files a request for arbitration of the grievance, and s/he shall be a member of a reputable industrial engineering company and knowledgeable in the field of Industrial Engineering.

**5.07** On a question pertaining to incentive standards and/or the application or cancellations of fixed process allowances for physically restricted increments of time and variable process allowance schedules in connection with an incentive standard, the Company and Union arbitrators shall appoint a reputable industrial engineering company for advice and counsel. Failing agreement on such appointment, the Chairman of the arbitration board shall make the appointment.

The Company so selected shall be required to make a thorough time study of the standard and/or process allowance schedule that is questioned before reporting to the Board. The charges and expenses of the industrial engineering company shall be borne equally by the Company and the Union.

**5.08** Any difference between the Company and the Union as to the interpretation of this Agreement and any allegation by either party that the other has violated any terms of this Agreement, shall be deemed to be a grievance. In the event that such interpretation affects all employees in the bargaining unit, it shall be presented originally in STEP 3 of the grievance procedure.

**5.09** Meetings will be arranged promptly in accordance with clause 5.13 to suit the convenience of the parties, but insofar as possible not to interfere with working hours. **A block of time shall be set aside each week (if needed), mutually agreed to by both parties, to deal with outstanding third step grievances.** An aggrieved employee may be required to attend a meeting by either party. However, no more than one employee shall be requested to attend a meeting unless it is mutually felt that more than one is necessary.

**5.10** If a problem arises requiring a steward to contact employees during working hours, such contact shall be arranged by the steward through either the immediate supervisor or the Department/Area Manager concerned.

**5.11** Executive Officers of the Union, Stewards and authorized local Union representatives (a current list to be provided by the Union) shall be permitted to enter the plant when off shift for the purpose of investigating grievances or conducting Union business. Before entering the plant, s/he shall comply with Company security regulations then in effect which regulations currently provide as follows:

- 1) He shall register with the security guard and be issued a pass.
- 2) He shall present his/**her** pass to the supervisor of the employee to be interviewed and secure his/**her** permission to contact the employee so that the least possible delay will result. Such pass shall be signed by the supervisor designating the time of entry and departure from the department.
- 3) Upon his/**her** departure from the plant, s/he shall register out and surrender his/**her** pass to the security guard.

**5.12** Within three (3) working days excluding Saturday, Sunday, and holidays, after receiving a dated grievance, supervision shall answer in writing giving the necessary information to show the solution or the action being taken toward the solution of the grievance.

**5.13** A request for a meeting on a grievance may be written and if in writing, it shall be in triplicate signed by the steward concerned, and presented to management in the following manner:

At Step #1 of the grievance procedure, the steward will present copies 1 and 2 of the written request to the Department/Area Manager or his/**her** authorized representative. Such written request shall be dated as of the date of presentation. The Department/Area Manager or his/**her** authorized representative will initial receipt of same on both copies and return copy number 2 to the steward. If the grievance is not settled at Step #1, and the Union desires to obtain a meeting at Step #2 of the grievance procedure, the President or Vice-President of the Union or a representative authorized by them will present copies 2 and 3 of the written request signed by the contact man to the Department Head concerned and such copies shall contain the date of presentation. The above Department Head will initial receipt of same on both copies and return copy number 2 to the Union contact man.

If the grievance is not settled at Step #2 and the Union desires to obtain a meeting at Step #3, the Union will arrange such meeting with the Manager Industrial Relations through their normal contact. Such request will not be made in writing.

A meeting on a grievance shall be scheduled within three (3) working days excluding Saturday, Sunday and holidays, after the date of request for a meeting or at such later date as may be mutually agreed. If succeeding meetings at any step in the grievance procedure are required, they shall be arranged within three (3) working days unless otherwise mutually agreed upon; provided however, meetings shall not be scheduled on Saturday, Sunday, or holidays except by mutual agreement.

**5.14** The Union agrees that the final written answer of management to a grievance at any step in the grievance procedure shall dispose of the grievance unless such grievance is appealed within ten (10) calendar days excluding any vacation shutdown period from the date of management's final answer. The only exception shall be that of an appeal to arbitration wherein **forty-five (45)** calendar days is allowed.

**5.15** If the Company requests the presence of an employee at a meeting, the Company shall compensate the employee for such time as follows:

Time Work - At his/**her** customary hourly rate.

Incentive - The Base Rate of his/**her** job at his/**her** average unit hour.

In addition, the employee will be paid any shift premium to which **s/he** would be entitled for hours lost from his/**her** normal shift because of such meeting. Company agrees to provide all grievance meeting minutes to the local Union.

#### **5.16 Discharge Clause**

If an employee feels that **s/he** has been unjustly suspended or discharged, **s/he** shall have the right to appeal his/**her** case in accordance with the grievance procedure set forth in Article V of this Agreement. Such appeal must be in writing addressed to the Company and the Union, and must be in the Company's hands no later than three (3) working days, excluding Saturday, Sunday and holidays, after the effective date of his/**her** suspension or discharge.

If such appeal is properly made, the matter shall be negotiated through the regular channels and if it is determined that the employee has been unjustly suspended or discharged, **s/he** shall be reinstated to his/**her** former position without loss of seniority, and shall be compensated at his/**her** average earnings for normal hours lost from work because of the suspension or discharge less any penalty mutually agreed or decided by arbitration.

It is understood that when a department/area manager receives a written grievance pertaining to the appealing of a suspension or discharge, **s/he** shall be available for negotiating such grievance within one (1) working day, excluding Saturday, Sunday and holidays, after the receiving of the grievance.

Both parties of Step #2 shall be available for negotiating such grievance within one (1) working day, excluding Saturday, Sunday and holidays, after the completion of Step #1.

Both parties of Step #3 shall be available for negotiating such grievance within one (1) working day, excluding Saturday, Sunday and holidays, after the completion of Step #2.

One (1) day as referenced in this clause may be extended by mutual agreement.

In the event an employee is suspended or discharged, the supervisor concerned shall notify such employee's steward if on shift, or as soon as possible, of such suspension or discharge. **The action of restricting an employee from work will follow the process as set out in Grievance #111 (1994).**

5.17 The Company and the Union desire that, insofar as possible, all grievances should be settled at the first step of the grievance procedure. A grievance after it has reached Step #3 shall not be settled at any previous step unless with the consent of the Manager Industrial Relations or his/her authorized representatives and the bargaining committee or their authorized representatives. Both parties agree to follow the grievance procedure in the sequence of steps as outlined in this Article.

5.18 The Union agrees there shall be no strike, partial or complete, slowdown, or stoppage of work on grievances that are proper subjects for arbitration, nor shall there be any strike, partial or complete, slowdown or stoppage of work on grievances that are not proper subjects for arbitration. The Company agrees there shall be no lock-out under the same conditions.

The Union agrees that in event of a legal strike, employees in the bargaining unit will provide for maintenance and operation of all essential services for the protection of plant property and products. It is understood that if the Union feels that the Company is requesting more employees in an individual occupation than are necessary for such maintenance, such problem will be negotiated to a satisfactory conclusion.

## ARTICLE VI

### Hours of Work

6.01 Wherever the two parties cannot agree on a shift schedule for a particular area or department, other than the standard schedule, then the standard schedule will be in effect.

Provide for a 12 hour core shift schedule, according to a 4 crew 7 day continuous operation rotating schedule working 168 hours in each 28 day period with up to eight hours worked at premium payment. Work week and pay week shall run from Saturday through to and including Friday (7:00 a.m. Saturday through to the following 7:00 a.m. Saturday).

As part of any schedule rotation, a lesser number of shifts or crews may be scheduled as required to meet business needs. The eight (8) hours of premium payment are the hours which would be withdrawn from the schedule by the company upon two weeks advance notice with no S.U.B. and no premium cost to the Company. Appropriate prior notification shall be provided to the Union and the employees a minimum of two weeks in advance of any changed requirements to any existing schedule (otherwise overtime applicable in the first changed shift, where worked).

It is recognized that the scheduled shift hours shall be exceeded in the starting and stopping of holiday shifts or shutdowns, replacement of absentees, and in cases of emergency.

**6.02** In a period of reduced production for any reason, for more than a period of four (4) consecutive days' duration, working hours in a department or in a group within a department, shall be maintained at a reasonable level by the application of the following subsections in their chronological order.

1. Employees who have no seniority privileges shall be laid off before the hours of employees who have seniority privileges are affected.
2. If, with the layoff of employees as in Subsection 1, it is evident that hours will be less than normal weekly hours, then transferred employees who were transferred under 8.19 and have not attained residence rights will be transferred back to the department from which they were transferred.
3. If with the layoffs according to Subsection 1 and transfers according to Subsection 2, it is evident that available hours will be less than normal weekly hours, then employees with seniority privileges will be laid off until a normal week is provided for the remaining employees.

Lay-offs made through the application of the above procedures in Sections 1, 2 and 3 are made in conjunction with the lay-off procedures laid down in Article VIII of this agreement.

**6.03** The Union recognizes that it is the function of the Company to schedule hours of work and the employee's obligation to work the hours scheduled, provided the hours scheduled do not violate the "Employment Standards Act of the Province of Ontario" and regulations thereunder.

**6.04** The Company agrees not to schedule less than four (4) hours work in any given shift, provided this shall not restrict the right of the Company to schedule less than four (4) hours under the provision of clause 6.07.

#### **OVERTIME**

**6.05** The first eight hours worked on a scheduled day off in a pay week will be paid at time and one-half. All other hours worked on a scheduled day off in the same pay week will be paid at double time.

If an employee on a 12 hour shift schedule misses any one of or part of the scheduled shifts on a Saturday or Sunday, s/he is not eligible for premium payment for the scheduled overtime hours that Sunday unless the missed time is compensated time off for one of the following reasons: bereavement, floater, vacation, jury duty, or union business (i.e., pool of hours).

For an employee on an 8 hour shift, premium pay of time and one-half will be applicable only after the fifth day worked or paid for within that normal work week. If an employee misses any one of the days of the six scheduled days in a normal work week, s/he is not eligible for premium payment unless the missed day is a compensated day off for one of the following reasons: bereavement, floater, vacation, jury duty, or union business (i.e., pool of hours).

**6.06** Hours worked in excess of **scheduled shift hours** in a twenty-four-hour period shall be compensated at the rate of time and one-half, excepting:

- a) When the hours of an employee exceed his/**her** normal daily hours because s/he substituted for another employee other than at the Company's request, changed his/**her** hours at his/**her** own request, or made a regular shift change. (A regular shift change normally occurs once per week).
- b) For time spent in meetings, however, time lost off the employee's standard shift due to attending meetings at the plant shall be considered as part of the normal shift hours in determining overtime on his/**her** regular shift.
- c) When an employee reports for work on his/**her** regular shift and if sent home before the end of his/**her** regular shift and is required to report back for work within the twenty-four (24) hour period, s/he shall be paid time and one-half for all hours worked on call-back beyond his/**her** normal stopping time of his/**her** regular shift.
- d) That overtime premium paid will not be paid twice for the same hours worked or paid for.

**6.07** An employee who is called into work at any time between one-half (1/2) hour after s/he has left work and one (1) hour before his/**her** normal starting time, shall be paid a minimum of four (4) hours at his/**her** overtime rate.

**6.08** It is understood and agreed that normals as expressed in this Article are not to be construed as meaning hours of work that the Company will guarantee employees. It is, however, further understood and agreed that in the application of clause 6.02 where hours are less than normal and can reasonably be corrected by layoff of employees, then such employees will be laid off.



## HOLIDAYS

**6.09** An employee who qualifies will be paid for **scheduled time lost or for eight (8) hours when not scheduled** (Exception: a part time employee as defined in Clause 8.06 will only be paid for scheduled time lost) for the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.

Holidays shall be observed from 7:00 a.m. the day of the holiday until 7:00 a.m. the day after the holiday. Example: if the statutory holiday falls on a Monday, the holiday will be observed from 7:00 a.m. Monday until 7:00 a.m. Tuesday. Exception: Christmas, Boxing Day and New Years (and Civic Holiday if moved to adjoin one of these) statutory holidays will start 7:00 p.m. the night before the holiday and end 7:00 p.m. on the day of the holiday. No S.U.B. will be payable for any resulting short pay/work week for any crew.

All holidays will be observed on the day upon which they fall on the calendar during the term of this agreement except for the Civic Holiday, which will be aligned by the Company with another Statutory Holiday to provide two consecutive days (48 hours) for required maintenance work. If 48 hours is not required for such maintenance work by the Thanksgiving Day Statutory Holiday, the Civic Holiday will be observed the day following the Boxing Day Statutory Holiday.

When any of the holidays listed in this clause fall on an employee's scheduled day off, s/he will be paid for said holiday, if eligible, and will not be granted another scheduled day off.

Floating Holidays:

All employees will be credited with 24 hours of Floating Holiday which will be scheduled as two shifts for employees on a twelve hour shift schedule and three shifts for employees on an eight hour shift schedule. The Company will grant a floater request for an open shift in the regular vacation schedule matrix with as little as 24 hours notice. Any other request for floater will be met only where business need and cost are not jeopardized.

Eligibility for Floating Holidays:

Employees must be actively employed and meet the following requirements to receive credit and payment for floating holidays:

Floater allowances for employees who move between 8 and 12 hour shift schedules within the year will have floater allowances adjusted to insure that no more than 24 hours of floaters are taken or paid in a year.

12 Hour Shift Schedule - One floater equals one 12 hour shift.

4 months but less than 8 months worked in a calendar year 1 floater

8 months or more worked in a calendar year 2 floaters

8 Hour Shift Schedule - one floater equals one 8 hour shift

2 months but less than 6 months worked in a calendar year 1 floater

6 months but less than 9 months worked in a calendar year 2 floaters

9 months or more worked in a calendar year 3 floaters

If an employee was granted and was paid for a floating holiday(s) and did not meet the eligibility requirements specified above, then payment made to the employee for which s/he did not meet the specified requirements, shall be withheld from the employee's final pay or must be reimbursed to the Company.

**6.10** In order for an employee to qualify for payment of wages for the paid holidays specified in clause 6.09 when not worked, s/he must report for work at the starting time of his/her shift and be prepared to work the scheduled hours of his/her shift on both the last scheduled work day preceding and the first scheduled work day following the paid holiday. The employee who thus qualifies shall be paid the hours as defined in 6.09 at his/her average earnings.

**EXCEPTIONS:** An employee who is unable to report for work on the qualifying days because:

1. He was late reporting for work due to a reason beyond his/her control that is acceptable to the Company.
2. He is confined to a hospital or at home due to sickness or injury and is, therefore, in the Company's opinion, prevented from working. This exception is limited to two (2) paid holidays during the same confinement case and provided the employee is not entitled to payment under Workers' Compensation.

**EXCEPTION:** When two (2) paid holidays occur during the same two (2) day waiting period that an employee must wait before qualifying for a weekly indemnity payment under clause 4.02 of Article IV of the Insurance Program Agreement, such day or days shall be considered part of the waiting period.

If an employee is on sick leave and drawing sickness and accident benefits, the employee will be paid sick leave benefits for the holidays for which he or she is entitled, and upon returning to work will be reimbursed the difference between what the employee was paid as sick benefits and what the employee would be paid for holiday pay.

3. **S**/he has an approved Leave of Absence which will be granted under the following conditions:

The supervisor will, upon request, grant a Leave of Absence to an employee up to but not exceeding five (5) calendar days in order for an employee to attend:

- a) The funeral of the employee's mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, great-grandparents, grandchildren, aunt, uncle, son-in-law, daughter-in-law, husband, wife, and blood or adopted children, and spouse's grandparents, great-grandparents, brother-in-law and sister-in-law.

- b) Serious illness in the employee's immediate family which shall include such illness on the part of the employee's mother, mother-in-law, father, father-in-law, sister, brother, husband, wife, grandparents, great-grandparents, grandchildren, son-in-law, daughter-in-law, and blood or adopted children.

The employee who would otherwise have qualified except for the exceptions herein stated, shall be paid for such holidays.

**6.11** Time worked on a paid holiday by the employee who qualifies for holiday pay shall be paid at the rate of double time in addition to the pay **s**/he would receive for the paid holiday.

**6.12** An employee who fails to qualify for pay on the paid holiday and who works on such holiday shall be paid at the rate of double time for time worked.

**6.13** An employee is entitled to holiday pay if the paid holiday occurs during his/**her** paid vacation leave, provided such employee works the last scheduled work day preceding and the first scheduled work day following his/**her** vacation leave and qualifies under conditions outlined in clause 6.10. Subject to mutual agreement, such employee may, if **s**/he so desires, be granted another day of leave within thirty (30) days before or after such holiday, provided such holiday does not occur during a shutdown period for vacation.

**6.14** An employee will not be entitled to holiday pay while on leave of absence and such holiday occurs during his/**her** leave of absence excepting in a case where an employee is granted a leave of absence to attend a meeting or convention pertaining to Company **or** Union matters or other exceptions under leave of absences specifically provided in this Article.

**6.15** An employee may request a leave of absence prior to and/or subsequent to a paid holiday. Department managers are authorized to grant a leave if such employee is not required to meet production requirements. Provided the leave is granted and is not in excess of seven (7) consecutive calendar days, the employee who otherwise qualifies shall be paid for such paid holiday.

**6.16** An employee who is laid off on a date that is within five (5) normal working days immediately preceding the paid holiday specified in clause 6.09 shall be paid for such holiday.

**6.17** When the plant or any part thereof suspends operations, the employee who is laid off for a definite period not exceeding two (2) calendar weeks because of such suspension, shall upon re-hire be paid for the paid holiday or holidays that occur during such lay-off provided s/he otherwise qualifies under the conditions outlined in clause 6.10.

**6.18** The words, "holiday" or "holidays" as used in any and all clauses of this Agreement mean and include only those days specified in clause 6.09.

## **ARTICLE VII**

### **WAGE POLICIES**

**7.01** Individual base rates and hourly rate ceilings in effect on the effective date of this Agreement shall remain in effect during the life of this Agreement, except that a change in any rate may be made by mutual agreement. Job descriptions will be accessible to the affected employees and the Union time study.

It was agreed that the hourly rates of pay of the seven (7) groups, skilled trades and powerhouse engineers would be added as a reference at the end of the C.L.A.

**7.02** Incentive standards shall be established or revised in accordance with the time study practices of the Company which will provide for the accurate measurement of the physical effort required to perform operations.

The company retains the right to perform time study practices which involve the capturing of employee images for the purpose of work measurement. The company will insure that videos taken within the facility for the purpose of work measurement will be obtained on a voluntary basis wherever possible and will not be retained for any purpose other than validation of the standard. Images so obtained will not be used for discipline.

In the revision of an incentive standard, only the elements affected by a change in method, equipment, products, tools, materials, design, or other production conditions shall be revised.

Measured Daywork Standards for all other operations and jobs will be established in accordance with this paragraph to set expected production targets and work content expected for the various hourly-rated production and non-production jobs within the plant. Measured Daywork Standards differ from Incentive Standards in that they are not used to establish employees' earnings and are, therefore, not subject to any guaranteed elements and can be changed as necessary to meet changing needs. The overall intent is that eight (8) hours work is expected of each employee for eight (8) hours pay.

Estimated Incentive Standards: Estimated incentive standards may be established and used for certain periods of time to provide incentive standard coverage on various operations until incentive standards are made effective. The life of an estimated standard is sixty (60) days, and can only be extended by mutual agreement.

When establishing an estimated incentive standard, a procedure covering the operation must be drafted before time studies are taken.

Estimated standards differ from permanent standards in that the elemental values are not guaranteed, and when replaced by a permanent standard, the values of the permanent standard can be established without any reference to the elemental values of the estimated standard.

All data for estimated standards is to be available to the Union upon request.

Grievances on estimated standards can be negotiated up to and including the third step level. If no agreement is reached at third step between the Company and the Union, the estimated standard shall be automatically cancelled. All meetings requested by the Union or the Company on procedures, explanations or protests shall be paid for at the customary hourly rate or base rate and average unit hour on the same basis as is now in effect on permanent standards.

Any increase negotiated on estimated standards shall be retroactive to the date of posting.

Estimated standards in effect in the various departments will be reviewed every two (2) months by the Company and the Union, and the Industrial Engineering Department will be responsible for arranging these review meetings.

Where the earnings of an employee are lower than his/**her** "average earnings" during the above period, the Company shall upon request, replace such with:

- a) where an employee was paid on incentive immediately prior to the application of the estimated standard, payments in accordance with clause 7.17.
- b) where an employee was paid an hourly rate immediately prior to the application of the estimated standard, his/**her** hourly rate.

It is recognized there may be temporary periods of time when incentive standards may not conform to the foregoing due to minor changes in work content which may increase or decrease the incentive standard in effect. In such instances, the Company shall have the right to either cancel or apply such standards and if an increase in effort is required, the Company shall allow time work for work added in addition to the incentive standard.

**7.03** (a) No employee shall be paid in excess of a **76** unit hour except that employees will have the opportunity to earn and be paid in excess of a **76** unit hour up to a maximum of a **85** unit hour with a clean time sheet.

Definition of a Clean Time Sheet:

A clean time sheet is a time sheet with no day work or lost time claimed but is comprised solely of work performed which is covered by incentive standards.

Exceptions to Clean Time Sheet Rule:

The following exceptions must be initialled by the employee's supervisor for payment beyond a **76** unit hour. If the employee's supervisor has not approved the claim, payment beyond a **76** unit hour will not be made:

- (I) attendance at a meeting requested by Management
- (ii) medical tests and safety drills as directed by Management or during safety work refusal per Ontario Health and Safety Act
- (iii) Employee Involvement meetings
- (iv) training in a controlled environment (for example, classroom)

(v) experimental/developmental time - only lost time which was not covered by an incentive labour standard and this time must be verified by a staff individual in charge of the procedure as well as the employee's supervisor.

- (vi) Instructors/Teachers - time spent while instructing other employees
- (vii) Temporary Supervision
- (viii) Union Business
- (ix) first aid treatment (up to .3 hour)**

(b) Special Bonus Plan for Incentive Employees

Incentive employees will be eligible for a bonus payment once attaining in excess of 6.4 hours on incentive at a **76** unit hour as detailed below:

(1) For a regular eight (8) hour shift, bonus payment would be generated on attainment of more than 6.4 hours on incentive at a **76** unit hour. For shifts of different duration (e.g. 4 hours, 6 hours, etc.), this threshold of more than 80% at a **76** unit hour will be applied on a pro-rata basis.

Example:

- 4 hour shift - more than 3.2 hours on incentive at a **76** unit hour
- 6 hour shift - more than 4.8 hours on incentive at a **76** unit hour

(2) Premium payments for overtime hours worked will apply as defined in Article VI. Employees working overtime on their job or similar job on which they are qualified and proficient will have their time sheets pro-rated for the calculation of bonus.

Example:

- 10 hour shift - more than 8.0 hours on incentive at a **76** unit hour
- 12 hour shift - more than 9.6 hours on incentive at a **76** unit hour

(3) Glossary of Terms

Threshold:

6.4 hours at a **76** unit hour or **486.4** units on incentive. This is the established criteria which an employee must exceed under the bonus plan in order to be eligible for bonus.

Bonus Value:	Tire Building	<b>\$.00022200</b>
	Beads	<b>\$.00020469</b>

This is a fixed number which will be used in the calculation of the Bonus Unit Value.

Bonus Unit Value:

(Units Generated on Incentive - Threshold) X Bonus Value

If the number equals zero (0) or is a negative value no bonus would be applicable.

Maximum Bonus Unit Value:

[**608** units (8.0 hrs. @ **76** unit hour) - **486.4** units (Threshold)]

X Bonus Value

(4) Calculation of Bonus

[Total Incentive Units (up to **608** units) - Threshold] X Bonus Value X Total Incentive Units Generated on Incentive = Bonus to be Paid



BONUS PAYMENTS

Hours on Incentive  
@ 76 Unit Hour

Daily Bonus

<u>Hrs.</u>	<u>Units</u>		<u>Tire Building</u>	<u>Beads</u>
6.4	486.4		\$ .00	\$ .00
6.5	494.0		.83	.77
6.6	501.6		1.69	1.56
6.7	509.2		2.58	2.38
6.8	516.8		3.48	3.22
6.9	524.4		4.42	4.08
7.0	532.0		5.39	4.97
7.1	539.6		6.37	5.88
7.2	547.2		7.39	6.81
7.3	554.8		8.42	7.77
7.4	562.4		9.49	8.75
7.5	570.0		10.58	9.75
7.6	577.6		11.69	10.78
7.7	585.2		12.83	11.83
7.8	592.8		14.00	12.91
7.9	600.4		15.19	14.01
8.0	640.0	( 80 Unit Hour)	17.28	15.93
8.0	680.0	( 85 Unit Hour)	18.36	16.93
8.0	684.8	(85.6 Unit Hour)		17.04

(5) Time sheets will be prorated for the calculation of Bonus per the "Exceptions to Clean Time Sheet Rule" except, when temporarily reassigned per clause 7.18 (a), (b) or (c), the employee must have attained 7.0 or more hours on incentive; when assigned under 7.18 (d) no proration shall occur.

**7.04** Incentive standards may contain allowances for physically restricted increments of time or be supplemented by fixed process allowance to arrive at the incentive pay standard. The fact that supplementation may be currently necessary does not prohibit the Company from replacing supplementation with true physical work at some future time.

**7.05** A new or revised incentive standard which has been posted for **twenty-four (24)** or more hours shall become effective at the starting time of the shift immediately following the posting of said standard. After an employee has worked on a new or revised incentive standard for a period of four (4) days but not exceeding fifteen (15) days, s/he may through his/her steward, protest such standard by a written grievance to his/her Department/Area Manager. The grievances shall be negotiated to a final settlement.

Any adjustments or settlement made shall be retroactive to the date such a standard was made effective, but shall not apply to an employee not on the active payroll as of the date of the final settlement. An employee who is on

leave of absence, pension, severance award, or laid off as of date of final settlement, shall be included.

Upon request of the Union, the Company shall make available at the Company's office, the time and pool sheets used in determining such retroactive pay. When an incentive standard becomes effective and there is less than four (4) days production, but more than twenty-four (24) hours production available in the following fifteen (15) working days, the twenty-four (24) hours of production shall be considered as the trial period. When there is less than twenty-four (24) hours production available in the fifteen (15) working days, the first shift production shall be considered as the trial period.

An incentive standard, or process allowance schedule, that is posted, tried and protested and because of protest is revised, shall not require a further trial period.

During the period of fifteen (15) working days after a new or revised incentive standard has been posted, same may be revised provided an error has been made in compilation or all conditions pertaining to the establishment of such standard have not been studied.

The application or cancellation of fixed process allowances for physically restricted increments of time or variable process allowance schedules in connection with an incentive standard may be protested and negotiated under the same conditions as provided in this clause 7.05 for the protest and negotiations of incentive standards.

**7.06** When a re-issued incentive standard is posted, it shall become effective twenty-four (24) hours following the posting of said standard.

**7.07** When time studies are being taken for the purpose of establishing incentive standards **or measured day work standards**, job procedure(s) shall be posted forty-eight (48) hours prior to the study. No employee of the Company in an official administrative or supervisory capacity shall take part in any work performed by the employee while such studies are in progress.

**7.08** When an incentive standard is protested and is under consideration at Step #3 of the grievance procedure, the Company, upon request of the Union, will permit a Time Study Engineer of the International Union, **U.S.W.A.** to make studies of the operation covered by the disputed incentive standard.

Such Union Time Study Engineer must be experienced in the time study practices of the Company and must use the Company work measurement techniques in his/**her** studies. Any such studies by said engineer shall be made in conjunction with a Time Study Engineer of the Company and if such studies are to be used in further negotiation and/or arbitration, a comparison of the results of the studies shall be made prior to or during further negotiations and/or arbitration procedure.

Upon request, pertinent time study data and other information used or related in determining any new, revised, or protested incentive standard will be made available to the Union for inspection in the Company's office.

**7.09** The supervisor will notify the employee of a change made on the employee's time sheet where such changes will affect the employee's earnings. The employee shall be notified of such change on his/**her** next working shift, or as soon as possible and will be given a copy of time sheet in question.

If the change is of a recurring nature and the employee does not agree with the change and same is protested through the grievance procedure, the employee shall mark his/**her** time sheet as instructed by his/**her** supervisor until a final decision is rendered.

**7.10** Average unit hour shall mean the arithmetic average paid unit hour including any bonus payments per clause 7.03 (b) for all work performed by the employee on his/**her** regular job during the last pay period in which s/he worked a majority of hours on such job covered by incentive standards that were not under protest and on which no special allowance or guarantee was paid. The bonus payment to be included will be calculated by dividing total bonus paid over the pay period by the total number of incentive hours. When standards are protested between the fourth (4th) and fifteenth (15th) day of the trial period specified in clause 7.05, such protest shall be deemed to have been in effect on the first day of the trial period for the purpose of applying this paragraph. Said average unit hour shall be established by the Company Payroll Department from the employee's weekly payroll card. Except that when it is not practical to determine the average unit hour by this procedure, such average unit hour will be determined by another mutually agreed procedure.

**7.11** Average earnings shall mean total earnings, including any bonus payments per clause 7.03(b), excluding shift premium and overtime premium, paid the employee during the next last pay period divided by total hours worked during said pay period. Except that when it is not practical to determine average earnings by the above procedure, such average earnings will be determined by another mutually agreed procedure.

7.12 The hiring rates for probationary employees will be the hiring rate of the job to which s/he is hired as indicated on the learning schedules issued to cover the job.

7.13 a) For eight hour shifts, a shift premium of **fifty-five (\$.55)** cents per hour shall be paid for hours worked on the third shift (3:00 p.m. to 11:00 p.m.) and **sixty (60)** cents per hour for hours worked on the first shift (11:00 p.m. to 7:00 a.m.). Upon implementation of the 12 hour shift schedule, a shift premium of **seventy-five (\$.75)** per hour shall be paid for hours worked on the night shift (7:00 p.m. to 7:00 a.m.) for twelve hour shifts. Effective June 1, 1996, a shift premium of **eighty (\$.80)** cents per hour shall be paid for hours worked on the night shift (7:00 p.m. to 7:00 a.m.) for twelve hour shifts.

b) Shift premium shall not be included in the calculations of an employee's overtime rate.

c) A premium of \$1.75 per shift shall be paid to each employee who is required to hand over a running piece of equipment or operation to the next shift. This payment is in lieu of the five (5) minute washup time at shift end. When the Company wishes to discontinue this practice on a piece of equipment or operation, it will give twenty-four (24) hours notice where possible to the affected employees.

When an employee leaves his/**her** machine early to attend a meeting (including Employee Involvement or training), the premium shall be paid per the following:

- I. If an employee from the same shift is assigned to cover for an employee attending a meeting, the employee so assigned shall receive the premium.
- II. If an employee is requested to report for work early to cover for an employee attending a meeting, the employee leaving shall receive the premium.
- III. There must be a next shift in order for the premium to be paid.
- IV. No more than one "hand over" payment per machine per shift will be paid.

7.14 The company agrees to allow rest periods consisting of two breaks totalling 40 minutes (8 hour shift) and three breaks totalling 60 minutes (12 hour shift).

**7.15** (a) When an employee is required to attend Special Meetings (such as, State of the Business, Plant Manager or those called by the Department/Area Manager), Employee Involvement Meetings, or on Union Business or Safety Committee business, s/he will be paid average earnings.

(b) Except as otherwise provided in this Agreement, experienced employees will be paid the base rate or hourly rate of the job to which they are assigned and shall be guaranteed such base rate or hourly rate as minimum earnings.

**SPECIAL PAYMENTS APPLYING TO  
EXPERIENCED INCENTIVE EMPLOYEES**

**7.16** Under certain conditions, experienced employees normally working on incentive operations may be limited for temporary periods of time in their opportunity to maintain their normal incentive earnings. In such situations covered by clauses 7.17, 7.18, 7.19, 7.20, 7.21 and 7.22 listed below, employees shall be guaranteed special rate payments as provided herein. However, employees receiving any of the special rate payments listed below, are expected to perform at a level consistent with additional effort for which incentive payment is designed to compensate.

**7.17** When an incentive employee is required to work on his/her regular job and there is no incentive standard available, s/he will be compensated at his/her average unit hour at his/her customary base rate.

**7.18** When an incentive employee is temporarily assigned to a job and there is work available on his/her job, s/he shall be paid the greater of:

- a) His/her average unit hour at his/her customary base rate, or
- b) The rate of the job to which s/he is temporarily assigned if greater, or
- c) The base rate of the job to which s/he is temporarily assigned and the unit hour which s/he develops on such job.
- d) If assigned in class, the employee will receive no guarantee but will be paid the base rate of the job to which s/he is temporarily assigned and the unit hour and bonus s/he develops on such job.

Examples:

- First step builder assigned to another first step machine
- First step builder assigned to second step machine and is qualified
- Second step builder assigned to a first step machine and is qualified.
- Bead fill flip operator assigned to another fill flip machine
- Assigned to any bead making equipment and is qualified
- Assigned to any building machine first or second stage and is qualified.

When there is a reduction in production and there is no work available to him/her on the job from which s/he was assigned, and provided s/he is qualified, s/he shall be paid in accordance with (b) of this clause if to an hourly rated job or (c) of this clause if to an incentive job.

**7.19** When an incentive employee is assigned to developmental or experimental work, s/he shall be paid his/her average earnings for the period of an assignment when s/he is specifically assigned to perform work

of a special nature under the direct supervision of a member of supervision or the Technical staff, whether or not continuously present during the period such experimental work is in progress, for the express purpose of developing or experimenting on new manufacturing processes, as contrasted with routine changes in production methods. The time to be claimed on the employee's time sheet is the amount of lost time which was not covered by the incentive standard pertaining to the operation.

**7.20** When an incentive employee is requested to remain in the plant and is idle due to mechanical delays, waiting on stock or orders, **s/he** shall be paid at seventy percent (70%) of his/**her** average unit hour at his/**her** customary base rate. However, when an employee accepts assigned work in place of enforced idleness, **s/he** shall be paid eighty percent (80%) of his/**her** average unit hour at his/**her** customary base rate.

In cases of idleness due to reasons other than those listed above, when an employee is assigned other work, **s/he** shall be paid as follows:

- a. If work is available on his/**her** job, **s/he** shall be paid in accordance with clause 7.18.
  - a)
- b. If work is not available on his/**her** job, **s/he** shall be paid in accordance with this clause.

**7.21** If the earnings of an incentive employee are reduced because of abnormal stock conditions, **s/he** will be paid for such amount of extra time required for the handling of the abnormal stock as is reasonable under the circumstances at seventy percent (70%) of his/**her** average unit hour; provided **s/he** has exercised an effort satisfactory to supervision under the circumstances. In order to benefit under this clause, the employee must report the stock condition to his/**her** supervisor at the time the condition occurs.

**7.22** If an employee is assigned to a group operation on a temporary basis and because of this temporary assignment the experienced employees are prevented temporarily from producing normal earnings, the experienced employees shall be guaranteed their average unit hour for such period of time as may reasonably be required for the temporarily assigned employee to attain normal production. The temporarily assigned employee will be paid according to the wage payment clause applicable to his/**her** case.

**7.23** If the circumstances are such that the assignment of an employee temporarily to a group operation should not be reasonable cause for any decrease in the group output, no guarantee shall be extended.

**7.24** a) When the productive work of an incentive employee decreases without proper cause to less than only sixty (60) units per hour, the Company may pay only for actual productive work performed upon giving written notice to the employee and a copy to his/**her** Union steward.

b) In any instance where there is an unjustifiable decrease in the performance of an employee working on any of the guarantees set forth in Article VII, such guarantee may be withdrawn upon giving written notice to the employee and a copy to his/**her** Union steward.

c) When a guarantee is removed in accordance with (b) above, and it is not possible to measure the performance of the employee by an incentive standard applicable to the operation which **s/he** is performing, **s/he** will be paid sixty (60) units per hour.

#### **PAYMENTS APPLYING TO HOURLY-RATED EMPLOYEES**

**7.25** When an hourly-rated employee is temporarily assigned work other than in his/**her** regular job, **s/he** shall be paid as follows:

1. If **s/he** is assigned to a job on incentive, **s/he** will be paid the greater of:
  - a) His/**her** regular job hourly rate, or
  - b) The base rate of the job to which **s/he** is assigned and the unit hour **s/he** produces.
2. If **s/he** is assigned to an hourly-rated job, **s/he** will be paid as follows:
  - a) If to a higher hourly-rated job on which **s/he** has experience and **s/he** produces at a level of performance required of an experienced employee, **s/he** will be paid at a rate determined by management which will not be below his/**her** regular job hourly rate or greater than the hourly rate of the job assigned.
  - b) If to a lower hourly-rated job, **s/he** will be paid his/**her** regular job hourly rate.
  - c) If to a job which has no established rate, **s/he** will be paid his/**her** regular job hourly rate.

**PAYMENT APPLYING TO EXPERIENCED  
INCENTIVE & HOURLY-RATED EMPLOYEES**

**7.26** When an employee reports for work at his/**her** scheduled shift time without being notified to the contrary, or reports for work at a time requested by his/**her** supervisor and is assigned no work or works for a lesser period than four (4) hours because of some reason within the Company's control, payment shall be made for a minimum of four (4) hours. Incentive employees shall be paid seventy percent (70%) of their average unit hour at their customary base rate and hourly-rated employees shall be paid their customary hourly rate. It is understood that reporting for work means the employee is in his/**her** department ready for work, or personal contact is made with the supervisor at his/**her** scheduled starting time.

An employee shall be considered to have been properly notified if such notification is made by the Company no later than one (1) hour before his/**her** scheduled starting time. Reporting for work pay will not be paid:

- a) When the opportunity to work temporarily on suitable jobs is refused.
- b) When an employee is absent from work for personal reasons not covered by a leave of absence prior to reporting for work.
- c) Where an employee fails to record with his/**her** supervisor or personnel office his/**her** current address or telephone number, and therefore, the Company is unable to notify him/**her** not to report for work.
- d) In cases of stoppage of work caused by labour disturbances directly or indirectly within the plant.
- e) In cases caused by mechanical or electrical breakdowns where such substantially affect operations in a department or plant, catastrophe, fire, or any cause beyond the Company's control.

**7.27** An employee on the payroll of the Company who is excused by the Company solely because of the death and funeral of a parent, parent-in-law, son, daughter, brother, sister, husband, wife, grandparents, great-grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchildren of the employee, or the spouse's grandparents, great-grandparents, brother-in-law and sister-in-law (the category of relatives herein specified includes legal and blood relationships, half-relatives, and step-relatives and foster parent and foster child) **s/he** shall be compensated as follows:

- a) Incentive employee at his/**her** average earnings.
- b) Hourly-rated employee, at his/**her** customary hourly rate,



for time so lost by him/**her** from his/**her** regular working schedule within the normal work week by reason of such absence, **up to three consecutive calendar days for each such death centered around the funeral for a minimum of twenty-four (24) hours of scheduled work time off and pay to a maximum of 36 hours of scheduled time off and pay.**

If, however, the funeral is not attended, **s/he** will be paid for lost time on only one of the above mentioned days.

This provision to apply when it is necessary for the employee to make arrangements and/or attend the funeral. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this Section for such day or days.

It is understood that "in-law" relationships will be broken by divorce but not death of the blood relative who established the "in-law" relationship, unless and until the in-law relative or employee remarries.

**7.28** An employee scheduled to take an accounting inventory shall be paid as follows:

a) Incentive employee at his/**her** average unit hour at his/**her** customary base rate.

b) Hourly-rated employee at his/**her** customary hourly rate.

Seniority employees in the department who are qualified will be offered such work from **the normally scheduled** shift.

Any other employees required shall be scheduled.

Every effort will be made to give an employee three (3) days notice of requirement before the scheduled day of inventory. No overtime premiums shall be paid for such work except under clause 6.05 or **6:06 if required.**

**7.29** An employee who reports for or serves on jury duty or subpoenaed witness for the crown shall be compensated the difference between the amount paid to him for such service as follows:

a) Incentive employee at his/**her** average earnings.

b) Hourly-rated employee at his/**her** customary rate, for time lost from his/**her** scheduled work shift due to such service, provided:

- 1) The employee notifies his/**her** supervisor within twenty-four  
(24) hours after the receipt of notice of selection.

2) Furnishes the Company with a written statement signed by the appropriate public official which shall contain the dates, time served, and amount paid.

3) Employee must serve as a juror or prospective juror four (4) or more hours to be exempt from working his/**her** daily shift.

Should an employee's scheduled vacation be affected due to his/**her** selection for jury duty or subpoenaed witness for the crown, his/**her** supervisor, upon request will reschedule the employee's vacation.

**7.30** 1) An employee who is injured or becomes sick in the factory and who is required to obtain treatment at the Health Centre or who is required by the Company to obtain treatment at other medical locations, shall be paid only for such time lost during his/**her** work shift as follows:

(a) (i) Experienced employees will be paid their average earnings.

(ii) Learners will be paid their average earnings in accordance with the learning schedule.

(b) Hourly-rated employee, at his/**her** customary hourly rate.

Payment will not be made to an employee receiving such medical treatment outside his/**her** regular working hours or on days on which s/he does not work.

2) Employees who, due to a blood test are removed from their regular job to another job at the request of the Medical Department, and for the purpose of rehabilitation so that they may return to their regular job, shall be compensated for time spent in such rehabilitation as follows:

(a) (i) Experienced incentive employees at eighty percent (80%) of their average unit hour.

(ii) Experienced hourly rated employees at their regular hourly rate.

(b) (i) Incentive learners at eighty percent (80%) of their average earnings.

(ii) Hourly rated learners at the hourly rate of the learning schedule period to which the learner has progressed.

If after an employee is moved from his/**her** regular job, it is subsequently determined that s/he will not return to his/**her** regular job, payment per section 2) of this clause is cancelled and the employee shall be paid in accordance with the pertinent clause in Article VII.

An employee who is assigned by the Company during his/**her** working hours to obtain a blood or audiogram test, or other job-related medical examinations, shall be paid in accordance with 1(a) of this clause if an incentive worker and 1(b) of this clause if an hourly rated worker for the time so lost from his/**her** normal work shift.

When an employee is assigned at times other than above, s/he shall be paid

for such time by a payment of one (1) hour at his/**her** average earnings (excluding overtime).

#### **WAGE PAYMENTS FOR LEARNERS**

**7.31** Except as otherwise provided in clauses 7.32, 7.33, 7.34, 7.35, 7.36 and 7.37 when an employee is classified as a learner all wage payments for which **s/he** qualifies under this Agreement will be made at the rates provided in the **probationary employee wage rate** schedule for the job **s/he** is learning. **Employees earning under the probationary employee wage rate schedule must complete the required number of work shifts prior to attaining the next higher rate.**

**7.32** When a learner's actual earnings on an incentive job exceed the appropriate learner's schedule payment, **s/he** will be paid his/**her** actual earnings.

**7.33** When an employee is classified as a learner because **s/he** is transferred from his/**her** former job when no work is available, to equalize hours, to fulfill seniority requirements, or at his/**her** own option, **s/he** will if **s/he** has three (3) months or more of credited service be paid **in accordance with the learning schedule for transferred employees. Transferred employees may move to experienced rate upon completion of full learning schedule period or certification whichever occurs first.**

**7.34** When an employee is classified as a learner because **s/he** is transferred at management's request and there is work remaining available on the job from which **s/he** transfers, **s/he** shall be paid as follows:

- a) If **s/he** is transferred to a job on incentive, **s/he** shall be paid the base rate of the job to which **s/he** is transferred, and the unit hour **s/he** produces except that **s/he** shall be guaranteed his/**her** former regular job base rate at his/**her** average unit hour or his/**her** former regular job hourly rate for a period not to exceed the learning period of the job to which **s/he** is transferred.
- b) If **s/he** is transferred to a higher hourly-rated job, **s/he** shall be paid in accordance with the learning schedule of that job, but shall be guaranteed his/**her** former regular job base rate at his/**her** average unit hour or his/**her** former regular job hourly rate for a period not to exceed the learning period of the job to which **s/he** is transferred.

**7.35** A learner who reports for or serves on jury duty or subpoenaed witness for the crown shall be compensated for the time lost from his/**her** scheduled work shift for such service, the difference between the amount paid to him/**her** for such service and the payment **s/he** would have received as a learner had **s/he** worked such time, provided:

- a) The employee notifies his/**her** supervisor within twenty-four (24) hours after the receipt of notice of selection.
- b) Furnishes the Company with a written statement signed by the appropriate public official which shall contain the dates, time served, and the amount paid.
- c) Employee must serve as a juror or prospective juror four (4) or more hours to be exempt from working his/**her** daily shift.

Should an employee's scheduled vacation be affected due to his/**her** selection for jury duty or subpoenaed witness for the crown, his/**her** supervisor, upon request, will reschedule the employee's vacation.

**7.36** When a learner is temporarily assigned work other than which **s/he** is learning, **s/he** shall be paid as follows:

- a) If **s/he** is assigned to an incentive job on which **s/he** has qualified experience and **s/he** produces a level of performance required of an experienced employee, **s/he** shall be paid the average paid unit hour of the other employees on the job at the base rate of the job, or the unit hour **s/he** develops at the base rate of the job, whichever is higher. If **s/he** lacks experience on the incentive job, **s/he** shall be paid the learning schedule guarantee of the job from which **s/he** is temporarily assigned or the base rate of the job to which **s/he** is assigned, whichever is higher.
- b) If **s/he** is assigned to an hourly-rated job on which **s/he** has qualified experience and **s/he** produces a level of performance required of an experienced employee, **s/he** shall be paid the hourly rate of the job. If **s/he** lacks experience on the hourly-rated job, to which **s/he** is assigned, **s/he** shall be paid the learning schedule guarantee of the job from which **s/he** is assigned, or the base rate for the hourly-rated job, whichever is higher.

**7.37** When a learner is transferred during his/**her** learning period to another job, **s/he** shall be paid as follows:

- a) If in the first or second period of his/**her** learning schedule, **s/he** will enter the first period of the learning schedule of the job to which **s/he** is transferred.
- b) If in the third or subsequent periods of his/**her** learning schedule, **s/he** will enter the next preceding period of the learning schedule from which **s/he** was transferred.

**PAYMENTS APPLYING TO LEARNERS, SPECIAL TEACHERS,  
AND EXPERIENCED EMPLOYEES WHEN LEARNERS ARE EMPLOYED  
IN SINGLE OR GROUP OPERATIONS**

**7.38** When learners are employed in single or group operations, payments shall conform to the policy relative to the payment of learners, special teachers, and experienced employees in groups which is as follows:

1. To calculate the total group earned or paid units, the following procedure will be used:

(a) To calculate total earned units with no allowance schedule:

Total production times the incentive standard equals the total earned units.

(b) To calculate total pay units with an allowance schedule:

Total production times the incentive standard equals the total earned units.

Total earned units divided by the non-teaching experienced hours equals the earned unit hours.

The earned unit hour modified by the allowance schedule equals the paid unit hour.

The paid unit hour times the non-teaching experienced hour equals the total group paid units.

a) To calculate the total pay units on operations with a variable capacity attainment schedule:

I. Total units of production multiplied by allowed minutes per unit of production equals total allowed minutes.

II. Total allowed minutes divided by total chargeable minutes equals per cent of capacity attainment.

III. Apply variable capacity attainment schedule to per cent of capacity attainment to determine pay unit hour.

IV. Pay unit hour multiplied by total chargeable hours equals total pay units.

2. Allowance schedules will not apply to learners except on those days during the learning period when a learner on an incentive schedule earns in excess of a sixty (60) unit hour or the unit maximum, whichever is applicable. Under this circumstance, the process allowance schedule indicated on the bulletin sheet for the operation will be applied.

3. The payment of learners, special teachers, and experienced employees working on single or group operations will comply with the following procedures as they apply:

a) Learner working on an individual operation on which a special teacher has been designated:

(i) Production and hours shall be reported on a group time sheet.

(ii) The special teacher shall be guaranteed his/**her** average unit hour at his/**her** customary base rate.

(iii) The total earned or paid units shall be credited to the special teacher up to his/**her** average unit hour at his/**her** customary base rate.

(iv) Any remaining units shall be credited to the learner up to the special teacher's average unit hour.

(v) All remaining units shall be distributed equally among the learner and the special teacher.

a) Two-**person** group operation where a learner or learners are working with one experienced employee:

(i) A group time sheet shall be used to report hours and production.

(ii) The experienced employee shall be designated as the special teacher and shall be paid his/**her** average unit hour at his/**her** customary base rate.

(iii) The experienced employee shall be credited with the total earned or paid units up to his/**her** average unit hour at his/**her** customary base rate.

(iv) Any remaining units shall be credited to the learner or learners up to the unit hour of the experienced employee.

(v) All remaining units shall be distributed equally among learner or learners and the experienced employee.

(vi) In this group only, the special teacher's hours will be considered as the non-teaching experienced hours for determining the earned unit hour for process allowance application.

a) Two-**person** group operation where a learner or learners are working with two experienced employees:

(i) The production and hours shall be reported on a group time sheet.

(ii) One of the experienced employees shall be designated as a special teacher and shall be paid his/**her** average unit hour at his/**her** customary base rate.

(iii) The total earned or paid units shall be credited to the non-teaching experienced employee up to his/**her** average unit hour at his/**her** customary base rate.

(iv) Any remaining units shall be credited to the special teacher up to his/**her** average unit hour at his/**her** customary base rate.

(v) Any remaining units shall be credited to the learner or learners up to the lowest average unit hour of the experienced employees.

(vi) All remaining units shall be distributed equally among the experienced employee and the learner or learners.

a) A learner or learners working with experienced employees on group operations normally requiring three or more employees.

(i) The production and hours shall be reported on a group time sheet.

(ii) One experienced employee shall be designated as special teacher and shall be guaranteed his/**her** average unit hour at his/**her** customary base rate.

(iii) The total earned or paid units shall be credited to the non-teaching, experienced employees up to their average unit hour at their customary base rate.

(iv) Any remaining units shall be credited to the special teacher up to his/**her** average unit hour at his/**her** customary base rate.

(v) Any remaining units shall be credited to the learner or learners up to the lowest average unit hour of the experienced employee.

(vi) All remaining units shall be distributed equally among the learner or learners and experienced employees.

**7.39** Learning schedules as expressed in this Article shall mean where such are in effect.

**SPECIAL ALLOWANCE FOR INCENTIVE  
AND HOURLY-RATED EMPLOYEES**

**7.40** (a) All employees are entitled to a washup time to be taken five (5) minutes prior to the end of their normal shift unless on a designated continuous running operation where clause 7.13 (c) will apply.

(b) An employee who is assigned to an excessively dirty job, or working with designated substances, will be permitted time off for wash-up. It is understood that the Company will exercise the primary control of the time and occurrence of this payment.

**7.41** No full-time or part-time supervisor or salaried employee shall normally perform work that would be done by employees within the bargaining unit.

**ARTICLE VIII**

**SENIORITY**

**8.01** In the event of any inconsistency between the provisions of this Agreement and "The Re-instatement in Civil Employment Act, 1942" or any statute or order-in-council passed or issued in amendment or substitution thereof, the provisions of said Act shall to the extent of such inconsistency prevail.

**8.02** Each employee in order to benefit by the seniority provisions of this Agreement, must keep the Company informed of his/**her** current address and telephone number at all times by notifying the Company as follows:

- a) An employee on the active payroll will notify his/**her** supervisor by signing the form available.
- b) Former employees who are subject to recall will notify the Personnel Office.
- c) Failure to comply with the foregoing could mean a loss of overtime offering, Supplementary Unemployment Benefits, call-in pay or transfer consideration, or a possible delay in recall.

**8.03** The Company will maintain a service list in each department, in view of all employees, showing the Company service date and the department service date of each member of the department.

**8.04** An employee's hiring date shall be the date of the employee's first working day for the Company, but same shall be changed when required by other clauses in this Agreement.



**8.05** An employee shall not acquire seniority privileges until s/he completes three (3) months service with the Company, at which time his/her hiring date shall be deemed to be his/her Company service date and such service shall be deemed to be "credited service". An employee with three (3) or more months continuous Company service shall enjoy back service credit as set forth in Clause 8.16. The three (3) months referred to in this clause shall be deemed the probationary period for all employees.

**8.06** A part-time employee shall not acquire or accumulate credited service for seniority purposes while employed as such. A part-time employee is one that by choice is not prepared to work, or does not work the scheduled hours of his/her shift or occupation. A part-time employee shall not by custom or practice, work daily hours that shall exceed five (5) hours per day while employed as such.

When a full-time employee changes his/her status to a part-time employee, s/he shall receive credit for service up to the date of change. When such employee returns to full-time employment, s/he shall receive credit only for the time while employed as a full-time employee.

An employee accepting part-time employment in place of lay-off shall be considered as a laid off employee in determination of credited service while employed as such.

An employee who is required to temporarily work less than normal hours due to his/her personal health, shall be considered a full-time employee for the purpose of accumulating credited service only during such rehabilitation period.

**8.07** An employee shall have job seniority when s/he completes three (3) months of continuous credited service on the job on which s/he is hired or to which s/he is transferred, at which time his/her credited service shall be deemed to be his/her job seniority. An employee who is transferred to replace an employee on leave of absence under Clause 10.06 shall be considered an employee on loan for such period.

**8.08** When an employee has job seniority and is transferred s/he shall continue to accumulate job seniority on such job until s/he acquires job seniority on the job to which s/he is transferred.

**8.09** Notwithstanding Clause 8.07 and 8.08, an employee who has job seniority and who is transferred in accordance with Clause 8.11 and the job on which s/he had job seniority becomes open within two years from the date of his/her transfer from such job shall return to his/her job provided no employee has prior rights under Clause 8.13. The employee who thus returns shall be credited with his/her job seniority on such job as of his/her date of return. This Clause shall not apply where an employee is transferred under 8.11 and exercises job progression or transfers under 8.19 within the two (2) years herein specified.

**8.10** An employee shall have residence rights when s/he completes three (3) months of continuous credited service in the department in which s/he is hired or to which s/he is transferred.

**8.11** When it becomes necessary to lay-off employees, in a job classification, employees who have no seniority privileges will be laid off first. If after the layoff of such employees a further layoff is necessary, then employees with seniority privileges will be laid off in accordance with

their seniority as follows:

For the purpose of layoff, there are two (2) types of jobs:

- (1) Classified
- (2) General

which are listed under a supplemental agreement. In accordance with the procedures herewith set forth, an employee who is subject to layoff from his/**her** job will displace the employee with the least amount of credited service among those employees who have less credited service.

An employee must have "qualified experience" on a classified job in order to exercise any bumping rights on such job. "Qualified experience" shall mean that the employee has worked on the job or similar jobs as defined in this Clause, and providing that his/**her** productivity is equivalent to that of an average employee on such job or jobs.

An employee who is subject to layoff in a group operation and who has qualified experience on more than one job in such group, and provided s/he has job seniority on a job within the group, shall first displace an employee in the group in the reverse order of "job progression" (which are listed under a supplemental agreement) for such group but shall not displace an employee with more credited service. Failing placement in the group, s/he shall follow the procedure.

Application of the procedures laid down in Clause 6.02 of Article VI are to be made in conjunction with lay-offs under Article VIII of this Agreement.

The Company and Union agree:

- a) to review and update all general and classified jobs before **October 1, 1995**; and
- b) all revised job progressions will be **developed by the steward and department manager and then approved and signed** by the Union President and Manager Industrial Relations or their designates prior to implementation.

## THE PROCEDURE

- A An employee who was not transferred into the department and who has three or more months of credited service shall, in the event of layoff, displace employees with less credited service in the following order:
- 1) On Classified jobs in the department
  - 2) On general jobs in the department.
- EXCEPTION: An employee who has obtained qualified experience in other departments in the division through other transfers shall be placed under "B" in place of this section "A".
- B An employee who has been transferred into a department and has acquired job seniority in said department, shall in the event of layoff, displace employees with less credited service in the following order:
- 1) On classified jobs in the department
  - 2) On general jobs in the department
  - 3) On classified jobs in the division
- C An employee who has been transferred into a department and has acquired residence rights but not job seniority in said department and has job seniority in some other department, shall in the event of a layoff displace employees with less credited service in the following order:
- 1) On classified jobs in his/**her** resident department.
  - 2) On the classified job on which **s**/he has acquired job seniority.
  - 3) On classified jobs in the department in which **s**/he has acquired job seniority.
  - 4) On classified jobs in the division in which **s**/he has acquired job seniority.
  - 5) On general jobs in the department in which **s**/he has acquired job seniority.
- D An employee who has been transferred into a department and has acquired residence rights but not job seniority in said department and has job seniority in some other department, but the job on which **s**/he has job seniority has been eliminated shall in the event of layoff, displace employees with less credited service in the following order:
- 1) On classified jobs in his/**her** resident department.
  - 2) On classified jobs in his/**her** resident division.
  - 3) On general jobs in his/**her** resident department.
- E An employee who has been transferred into a department but has not acquired resident rights in said department and has job seniority in some other department shall in the event of layoff, displace employees with less credited service in the following order:

- 1) On the classified job on which **s/he** has acquired job seniority.
- 2) On classified jobs in the department in which **s/he** has acquired job seniority.
- 3) On classified jobs in the division in which **s/he** has acquired job seniority.
- 4) On general jobs in the department in which **s/he** has acquired job seniority.

F An employee who has been transferred into a department but has not acquired resident rights in said department and has job seniority in some other department but:

a) The job on which **s/he** has job seniority has been eliminated, shall, in the event of layoff, displace employees with less credited service in the following order:

1. On classified jobs in the department in which **s/he** had job seniority.
2. On classified jobs in the division in which **s/he** had acquired job seniority.
3. On general jobs in the department in which **s/he** had acquired job seniority.

b) The department in which **s/he** had acquired job seniority has been eliminated, shall in the event of layoff, displace employees with less credited service in the following order:

1. On classified jobs in the division in which **s/he** had acquired job seniority.
1. On general jobs in the department in which **s/he** had the most service in the division in which **s/he** had acquired seniority.

G An employee who has been transferred into a department but has not acquired residence rights in said department and who has residence rights but not job seniority in some other department shall, in the event of layoff, displace employees with less credited service in the following order:

- 1) On classified jobs in the department in which **s/he** has acquired residence rights.
- 2) On classified jobs in the division in which **s/he** has acquired residence rights.
- 3) On general jobs in the department in which **s/he** has acquired residence rights.

H An employee who has three or more months of credited service and who has been transferred into a department but has acquired no residence rights in any department, shall in the event of layoff, displace employees with less credited service in the following order:

- 1) On classified jobs in the department from which **s/he** was last transferred.
- 2) On classified jobs in the division from which **s/he** was last transferred.

3) On general jobs in the department from which **s/he** was last transferred.

I An employee who has three or more months of credited service and who has been transferred into a department but has acquired no residence rights in any department, and the department from which **s/he** was last transferred has been eliminated, shall in the event of layoff, displace employees with less credited service in the following order:

1) On classified jobs in the division from which **s/he** was last transferred.

2) On general jobs in the department in which **s/he** has the most service in the division from which **s/he** was last transferred.

J When an employee with two (2) or more years of credited service has exhausted his/**her** rights under the foregoing procedures in this clause and would otherwise be laid off, **s/he** shall displace the employee with the least credited service in the following order, provided **s/he** has more credited service and is capable and/or qualified of performing the job of such lesser credited service employee:

1) On classified jobs in the factory on which **s/he** has qualified experience.

2) On general jobs in the factory.

EXCEPTION: Employees on mill operations in Department 64521, 64533 and 64531 shall first displace employees on such mills before application of J: 1 and 2.

K Notwithstanding the foregoing, the parties may by mutual agreement permit an employee who would displace an employee with the least amount of credited service on a general job, to displace any employee with less credited service than **s/he** has on a general job.

For the purpose of this clause, departments are grouped in the following divisions:

I	Mixing Department	64521	
	Extruding		64533
	Calendering		64531
	Receiving and Raw Stores		64141
	Cement House		64523
	Physical Testing Laboratory		64151
II	Tire Preparation		64541
	Tire Building		64551
III	Tire Curing		64561
	Final Finish		64571
	Quality Assurance		64943
IV	Maintenance		64131
	Power House		64133
	Floor Space		64135
V	Warehouse		83511

**8.12** The Department/Area Manager shall review the list of layoffs of seniority and employees with the department steward and the President or Vice-President of the Union in order to avoid any error.

**8.13** An employee on layoff who has recall rights shall be recalled to job vacancies by the application of the reverse procedure of layoff as set forth in Clause 8.11. An employee who has been transferred under Clause 8.11, and is not located on the job on which **s/he** has job seniority at the time of a vacancy occurring on a job on which **s/he** has qualified experience, shall be returned to such vacancy in line with his/**her** credited service before any move under job progression or application under Clause 8.19 is honoured.

When a job vacancy occurs on a general job in the plant, the employee on layoff from the plant, with the most credited service among those that have one (1) or more years of credited service, shall be recalled to such a vacancy before an application for transfer under Clause 8.19 is honoured.

**8.14** Before hiring a new employee, the Company will give preference to qualified employees who are on layoff and who have recall rights.

**8.15** An employee who has three or more months of Company service at time of layoff and who is rehired to a job other than the job from which **s/he** was laid off, shall be considered a transferred employee.

**8.16** In no case of termination of employment, other than surplus help lay off, will back service be credited on rehire. An employee who has less than three (3) months continuous company service at date of layoff will not be credited with back service on rehire. An employee who has three (3) months continuous company service but less than two (2) years' credited service at date of layoff, will on rehire be credited with time spent on layoff provided **s/he** is rehired within twelve (12) months of date of layoff.

An employee with two (2) or more years of credited service at date of layoff and who is not rehired within twelve (12) months of layoff but who is rehired within the period of his/**her** recall rights hereunder specified,

shall upon rehire be credited only with the credited service s/he would have at the end of the twelfth (12th) month on layoff.

- A An employee who has three (3) or more months but less than two (2) years of credited service at date of layoff shall have recall rights for twelve (12) months from date of layoff.
- B An employee who has two (2) or more but less than five (5) years of credited service at date of layoff shall have recall rights for twenty-four (24) months from the date of his/**her** layoff.
- C An employee who has five (5) or more years of credited service at date of layoff shall have recall rights for five (5) years from the date of his/**her** layoff.
- D An employee to retain his/**her** recall rights must register at the Personnel Office in person or by registered letter, indicating whether or not s/he wishes to retain his/**her** recall rights, during the first thirteenth (13th) month on layoff and thereafter during the thirty (30) days following each annual anniversary date from his/**her** layoff.
- E Employees who have seniority privileges shall at the time of layoff be informed by the Personnel Department of their recall rights. Subject to the above, time spent on layoff shall on rehire be credited to the job on which the employee worked immediately prior to layoff provided s/he is rehired to the same job.
- F In the event s/he is not rehired to the job on which s/he worked immediately prior to layoff, time spent on layoff shall, on rehire, be credited:
  - 1) If s/he has job seniority to such job.
  - 2) If s/he has no job seniority to the job on which s/he first accumulates job seniority.
- G An employee who is rehired during the term of this Agreement and who provides satisfactory proof that s/he has an improper service date shall have same rectified.

**8.17** An employee notified of recall must present **themselves** for work within two (2) working days, excluding Saturday and Sunday, from the date the registered letter sent by the Company is delivered to his/**her** last

recorded address. However, if an employee who has gained employment elsewhere during layoff is recalled, s/he shall report within seven (7) working days. Failing to do so shall cancel all back service. However, should s/he present himself within thirty (30) days of the date of such registered letter with a reasonable excuse for failure to present **themselves** within the above two (2) or seven (7) working days, his/**her** credited service shall be kept intact, and s/he shall be notified of the next vacancy to which s/he is entitled under clause 8.13. This thirty (30) day extension is limited to the first notification. Date of registered letter above is the date such letter is delivered to the employee's last recorded address.

**8.18** Back service credit of an employee shall be terminated when s/he refuses a job to which s/he is entitled on recall under clause 8.13.

**8.19** When an employee with one (1) year of Company service wishes to transfer from his job to a similar job or to another job within the bargaining unit, s/he shall make a written application for such job to his/her department/area manager.

When an employee resigns, is discharged, or an opening occurs due to transfer, the original vacancy only will be posted in the department in which such vacancy occurs and in the main entrance for seven (7) days from the end of the shift such notification is given (exclusive of holidays) before being filled. After this seven-day (7-day) period, the job will be closed off. Any transfers received after the aforementioned period of time will not be honoured. The application must contain the date and time of the day it is received by the supervisor. The department/area manager will, within one working day, forward the application to the Personnel Department.

An employee shall not have more than one such application pending, excepting an application to the Skilled Trades Training Program.

In the event of a permanent vacancy which:

- (a) Is not filled by job progression, where such is in effect,
- (b) No employee has recall rights under clause 8.13,
- (c) No employee has replacement rights under clause 8.22

the employee with the most credited service on the list of applicants who meets the basic requirements and is capable of performing the job will be offered the job. **Basic requirements means level of verifiable aptitude necessary to meet job requirements as determined through testing if necessary.**



An employee whose transfer has been honoured may be held on the job from which **s/he** has made transfer for a period of time equal to the learning schedule of such job but not exceeding two (2) months from the date on which the transfer was honoured. A second transfer for the same employee within a six (6) month period may at management's discretion be delayed for a period not to exceed six (6) months from the date of original transfer with no more than five (5) transfers allowed within a thirty-six (36) month period. If the employee refused this offer, his/**her** application for the job shall be cancelled and **s/he** will be ineligible for transfer consideration for six (6) months from date of such refusal.

Exception - Bidding/Bumping (July 11, 1991 Memorandum):

It is agreed that the following is intended to apply except to the extent that it is temporarily affected by the transition agreement which will be written to ensure we maintain our customer base during the consolidation of Kitchener North resources into the facility. When the Company needs to balance workloads among or between different operations and open entry level positions need to be filled when employees (with three (3) years or less seniority) are available from other operations, the Company will move the available employee(s) directly to the open position(s) after job progression has taken place.

Exception For Maintenance Division:

An employee who desires to be transferred to a vacancy in a classified job under this clause, must as well as being capable, also have qualified experience to have his/**her** application considered. "Qualified experience" in this instance will also include such experience acquired in other than the bargaining unit. Before hiring a new employee in these classifications, the Company shall give consideration to applications on file from employees in the bargaining unit.

**8.20** Employees may be loaned from one job to another for a period not to exceed four (4) consecutive weeks: such time may be extended by mutual agreement. If the employee is transferred to such job while on loan, his/**her** transfer date shall be that of the first day of loan. Employees who are placed on jobs for rehabilitation purposes after outside injuries or who replace loaned employees, shall be classified as loaned employees. The steward of the department and the employee who is on a loan basis shall be notified in writing by the department/area manager giving the reason for such.

**8.21** When an operation or group of operations is transferred to another department and the employee is transferred with the operation or equipment, time spent on the job and in the department from which transfer occurs shall be deemed to be time spent in the department to which **s/he** is transferred. If removed from the operation or equipment before **s/he** establishes either job seniority or residence rights, **s/he** shall have the status of a regular transferred employee as of the date of transfer into the new department.

**8.22** Where a department or an operation within a department is permanently discontinued, the employee who is not placed under Clause 8.11 shall be transferred on the basis of his/**her** credited service to a vacancy which is not filled by job progression where such is in effect and for which no one has recall rights under clause 8.13.

If there is no vacancy, s/he may displace the employee with the least credited service in the same division on work for which s/he is qualified and capable of performing, providing s/he has more credited service than such employee.

An employee who is transferred because of reclassification, shall have his/her service on the job to which s/he is transferred as of date of transfer.

Where an operation, group of operations or department has been classified as discontinued and same is subsequently reinstated, employees who have been transferred from such shall be given the opportunity of returning on the basis of seniority provided less than two (2) years has elapsed from date of such transfer.

**8.23** Employees may be returned from supervisory or salaried employment to the bargaining unit at the discretion of the Company under the following conditions:

- 1) Employees who have transferred from the bargaining unit to supervisory or salaried employment must be resident within the "Kitchener" plant in order to be eligible to return to the bargaining unit.
- 2) Employees who have transferred from the bargaining unit to a supervisory or salaried position and who have:
  - (a) up to 12 months service in a salaried position shall return to the job where they had job seniority at the time of their transfer but shall not displace employees who have more credited service. If such job has been eliminated they shall be placed in accordance with Clause 8.11.
  - (b) greater than 12 months service up to 24 months service in a salaried position shall return to the lowest seniority job, first, in the department from which they came and second, in the plant, but shall not displace employees who have more credited service.
  - (c) greater than twenty-four (24) months will no longer be eligible to return to the bargaining unit.

Time spent on supervisory or salaried employment shall be credited in (a) above to the department and job where they held job seniority at time of transfer and in (b) above to the department and job on which they are placed.

If placed under Clause 8.11, they will be immediately credited with their prior credited service in the bargaining unit and upon completion of three (3) months service in accordance with Clause 8.07, will be further credited with the service attained on supervisory or salaried employment.

Supervisory or salaried employees returned to the bargaining unit per the above will not result in the layoff of a bargaining unit employee.

**8.24** Operations of the plant are conducted on a rotating shift basis, therefore, there shall be no shift preference. Permanent shifts may be assigned only to employees having ten or more years of credited service, and then only if all employees on the shifts affected agree to the assignment, but such will not be implemented unless mutually agreed to by the Company and the Union.

**8.25** Notwithstanding the provisions of this Article, management may place employees under the following conditions:

- 1) Where two (2) or more employees have identical credited service and are entitled to the same job.
- 2) Where an employee is fully qualified to perform an operation for which no other employee can qualify without long training.
- 3) Where the medical department for the purpose of rehabilitating a factory-injured employee requires that **s/he** be kept at work, or an employee as a result of a factory injury has a permanent partial disability but performs the work to which **s/he** has been assigned in a manner satisfactory to management. However, in either case, the injured employee shall not displace employees having more credited service. Where an employee who has a temporary disability due to a factory injury is temporarily placed on a job other than his/**her** job classification, such time shall be credited to his/**her** regular job held prior to such injury.
- 4) Where an employee is on leave of absence due to illness or injury, and returns to work, **s/he** shall be reinstated to his/**her** former job on the basis of seniority, provided **s/he** is capable.
- 5) Where an employee who has returned from military service requires special handling for rehabilitation; however, such employee shall not displace an employee having more credited service.
- 6) Where an employee cannot perform satisfactory work due to age, health, or other physical conditions, such employee shall be transferred to other work which is more suitable, if such work is available. However, the employee so transferred shall not displace an employee who has more credited service.

**8.26** When it becomes necessary to lay off an employee, **s/he** shall be notified wherever possible, seven (7) calendar days in advance of layoff. An employee desiring to leave the employ of the Company shall give seven (7) calendar days notice if at all possible.

**8.27** Qualifications as referred to in Article VII and Article VIII of this agreement shall be determined by the Company on the basis of such items as: experience, physical and mental capability, skill, adaptability, knowledge, responsibility, efficiency, attitude and integrity, subject to the grievance procedure.

**8.28** The Company agrees to furnish the President of Local #677 with three (3) copies of a plant wide seniority list and a master list annually and to supply changes, if any, each three (3) months.

**8.29** The Company has granted a "Skilled Trades Training Program" which is listed under a Supplemental Agreement.

## **ARTICLE IX**

### **PLANT MANAGEMENT**

**9.01** The Union recognizes that the operating of the plant and the full direction of the working forces is the exclusive function and responsibility of the Company. Without restricting the generality of the foregoing:

- a) It is the exclusive function of the Company to manage the industrial enterprise in which it is engaged, and to determine the number and location of plants, the products to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines, tools to be used, processes of manufacturing and assembling, the engineering and designs of its products and the control of materials and parts to be incorporated in the products produced.
- b) It is the exclusive function of management to maintain order, discipline, and efficiency and to hire, discharge, transfer, promote, demote, or discipline employees and to determine and establish standards of performance for all machines, employees, and operations.

**9.02** Each employee shall give his/**her** undivided attention to the work assigned to him/**her** by the Company throughout his/**her** work shift.

**9.03** A record card covering each year of an employee's service is maintained for the purpose of recording his/**her** attendance, performance, and miscellaneous pertinent facts concerning his/**her** work record. No derogatory notation may be placed on his/**her** card without first notifying the employee concerned. **In the event of a grievance regarding disciplinary action, a copy of said record card and attachments to the record card which pertain to discipline will be provided to the union upon the written permission of the subject employee.**

**9.04** Reprimand and derogatory notations placed on an employee's card by his/**her** supervisor are to be signed by the employee concerned. If the employee refuses to sign such notation, the supervisor will within five (5) calendar days of such refusal, give the employee a written copy of the notation. The problem can then be negotiated, provided a written grievance is received within five (5) calendar days from the date of the written copy of the notation. If no grievance is received within the time limits as herein expressed, the notation will remain on the employee's record card as accepted. If the supervisor fails to give the employee a written copy of the notation within the time limits as herein expressed, the notation will be removed from the employee's record card.

Reprimands for offences such as illegal strike, slowdown, work stoppage, refusal to follow reasonable instructions from a supervisor and/or to respect supervisor's authority, fighting with other employees, if not repeated within TWO (2) years will be disregarded in the administration of discipline. All other offences exclusive of those listed above will be disregarded if not repeated within ONE (1) year.

**9.05** Where an employee is removed from the rolls of the Company, **s/he** will be given an opportunity to review his/**her** record card with the Personnel Department. In the case of a discharge, the employee, if **s/he** so desires, may be accompanied by his/**her** steward or designated Union representative.

**9.06** Warnings, reprimands, suspensions, or discharges may follow conditions of which typical examples are:

- a) Stealing Company property or that of fellow workers.
- b) Reporting production falsely or punching other than employee's own card.
- c) Sabotage.
- d) Violation of safety rules.
- e) Refusal to follow reasonable instructions from a supervisor and/or to respect supervisor's authority.
  
- f) Refusal to follow negotiation procedure as outlined in this Agreement, Article V.
- g) Reporting for work intoxicated.
- h) Disorderly or immoral conduct on Company property.

- i) Obtaining employment on the basis of false information as to age or identity.
- j) Continual lateness.
- k) Avoidable waste of materials.
- l) Defective workmanship.
- m) Low production.
- n) Multiple reprimands.
- o) Endangering his/**her** life or that of fellow employees.
- p) Smoking in areas and at times in which smoking is forbidden.

**9.07** Nothing contained in this Article shall be construed as restricting the rights of the Union under any other provisions of this Agreement.

**9.08** Notices that the Union desires to have posted on the Company's notice boards shall be submitted to the Plant Manager or Manager Industrial Relations for approval. After agreement as to posting, the Company will post the notices on the bulletin boards customarily provided for all notices to employees.

**9.09** The Company agrees to provide adequate relief for normal personal needs when and where necessary in any department where the work requires continuous operation.

**9.10** a) A Safety Committee shall be appointed consisting of up to eight (8) individuals: up to four (4) representing the Company and up to four (4) representing the Union. Each party will designate an individual from their representatives on the Committee to provide for co-chairmanship. In addition, a designated alternate may be appointed to the Committee by either party. The Union designate would usually be the Union President.

b) The function of the Safety Committee shall be to facilitate the promotion of sanitation and safety in the plant. The Safety Committee shall meet as often as it deems necessary but not less than once per month for the purpose of discussing sanitation and safety problems and will tour the plant monthly to verify that adopted sanitation and safety recommendations have been complied with. Union members of the Safety Committee will be paid for such meetings and plant tours in accordance with the provisions of Article V, Clause 5.15 of the present Agreement.

c) Due consideration will be given to recommendations of the Safety Committee. Any questions concerning the adoption of recommendations of the Safety Committee may be referred to the grievance procedure at Step #3. Members of the Safety Committee will be permitted to attend grievance meetings regarding such problems.

d) Differences not resolved within the Committee regarding sanitation and safety problems may be referred to the grievance procedure at Step #3 for adjustment. Members of the Safety Committee will be permitted to attend grievance meetings regarding such problems.

e) Members of the Safety Committee shall be permitted to enter the plant when off shift for the purpose of investigating sanitation and safety matters in accordance with Article V, Clause 5.11, subsection (b) of the present Agreement.

In the event that a Union member of the Safety Committee is requested by the Company, or because of a necessity which is specified under the Occupational Health and Safety Act, to report for work outside his/**her** normal working hours, **s**/he shall be compensated at the appropriate premium pay as per Article VI clause 6.05.

f) Notice of the occurrence of an accident in the plant will be furnished to the Safety Committee representative.

g) If a problem arises requiring a member of the Safety Committee to contact employees during his/**her** working hours, such contact shall be arranged by such member through either his/**her** immediate supervisor or the department/area manager concerned.

h) Two members of the Safety Committee will become certified representatives. This will consist of one (1) from the Company and one (1) from the Union.

## **ARTICLE X**

### **ATTENDANCE REGULATIONS**

**10.01** Regular attendance is expected of every employee.

**10.02** An employee who expects to be late or absent must report the reason to the Company at least one (1) hour, if possible, prior to starting time of his/**her** shift. If **s**/he is unable to contact the Company due to not having reasonable access to a phone and **s**/he will only be off one (1) shift, **s**/he must personally report his/**her** absence and the reason to his/**her** supervisor during his/**her** following shift. If **s**/he expects to be absent more than one (1) shift, **s**/he must notify the Company at the earliest possible time. In the case of illness of an employee **s**/he must make every reasonable effort to notify the Company as soon as possible.

**10.03** An employee may be reprimanded, suspended, or removed from the rolls at the Company's option as resigned where:

a) **s**/he is absent three (3) consecutive days for reasons other than illness or injury, or seven (7) days in the case of illness or injury, and has not obtained an approved leave of absence or an extension of same.

- b) Without condoning absenteeism or no report, s/he is absent on more than one occasion in thirty-one (31) consecutive calendar days and has not obtained an approved leave of absence.
- c) S/he is absent three (3) consecutive days after being approved for work with a definite time to start work.

**10.04** Department/area manager may grant a leave of absence, except in cases of illness or injury, up to fifteen (15) days. Leave of over fifteen (15) days but not in excess of ninety (90) days are arranged through the Personnel Department by the supervisor. An employee desiring a leave of absence of either more or less than fifteen (15) days duration must make his/her request in writing to his/her supervisor. The supervisor will inform the employee as promptly as possible regarding his/her written request. Before an employee can take a leave of absence, s/he must have a written approval of such leave.

**10.05** Leaves of absence may be granted for reasons other than illness or injury upon application of the employee and approval of the Company. Such leaves shall not exceed the following:

<b>Credited Service</b>	<b>Duration</b>
a) Less than 2 years	15 days
b) 2 years but less than 5 years	2 months
c) 5 years or more	3 months

Provided, however, that where leave of absence is granted to an employee in (a) above because of illness or death in the immediate family, such leave shall be extended to cover travelling time. If the employee, while on leave of absence, takes employment, his/her leave will be cancelled and s/he will be considered as resigned.

**10.06** Leave of absence shall be granted for illness or injury of the employee provided s/he makes written application to his/her supervisor for same. Where the illness or injury prevents the employee from making such application, the supervisor shall make same on his/her behalf and if granted, a written leave will be given to the employee. The duration of such leave of absence shall be dependent on the nature of the illness or injury, the medical aspects of the case, and the effort the employee is making to restore himself/herself to normal health, but shall not, except as hereinafter provided, exceed the following:



Credited Service	Duration
a) Less than 1 year	1 calendar week for each month of credited service
b) 1 year but less than 2 years	6 months
c) 2 years but less than 5 years	12 months
d) 5 years but less than 10 years	24 months
e) 10 years and over	36 months

Provided, however, the Company in consultation with its medical department will exercise primary control as to how long beyond the periods specified in (a) to (e) the sick case is carried.

EXCEPTION: For W.C.B. cases, the maximum allowable leave of absence for seniority employees will be forty-eight (48) months.

**10.07** Employees who are members of the "Reserve Force" may be granted, upon request, a leave of absence without pay, not exceeding two (2) weeks, to attend summer camp training. The employee must, upon request of the Company, produce written proof of service.

**10.08** An employee who is a properly designated representative of the Local Union, upon request to his/**her** supervisor, shall be permitted time off without pay for the investigating or handling of grievances, attending to Local Union business, or a convention, but in the latter instance, s/he shall be given a written leave of absence.

It is understood that the supervisor and Union representative must take factory production requirements, degree of urgency and circumstances surrounding the request into consideration when granting any request for time off.

An employee who is elected or appointed to serve as a representative of his/**her** Local Union, the **U.S.W.A.**, Canadian Labour Congress, or Ontario Federation of Labour, shall upon written request, be granted a leave of absence without pay up to a period of one (1) year. An extension of such leave shall be granted on a yearly basis upon written application. In either case, the Union will give consideration to factory production requirements.

**10.09** An employee granted a leave of absence for a period in excess of fifteen (15) days must, prior to resuming work:

- 1) Report in person to the Personnel Department not later than the last normal work day of his/**her** leave.

2) If required by the Company, pass the Medical Department's examination. This examination shall be for the purpose of determining whether or not the employee has sufficiently recovered from the illness or injury to resume work and to prevent any employee from resuming work who had, while on leave of absence, contracted an infectious or contagious disease, or who has incurred a disability which, in the opinion of the Medical Department, precludes resumption of employment without endangering the health or safety of the employee or his/**her** fellow employees. If an employee is thus prevented from resuming work, s/he shall be given such further leave of absence as may be required to remedy the condition.

**10.10** Leave of absence shall apply only to an employee who is actively employed by the Company, is on an approved leave of absence, or is on vacation.

**10.11** An employee who has been employed for at least thirteen (13) weeks may request, in writing at least two weeks prior to the anticipated commencement of the leave, and shall be granted, the following Leave of Absence without pay. It is understood by both parties that the following is for information purposes and that the full text of the applicable sections of the Employment Standards Act of Ontario, the Regulations to the Act, and any subsequent changes, modifications, or amendments thereto shall govern the actual circumstances of the Leave.

a) Pregnancy Leave of a maximum of seventeen (17) weeks is available to the natural mother of the child and the request for leave must be accompanied by a certificate from a qualified medical practitioner stating the expected birth date. Pregnancy leave ends seventeen (17) weeks after commencement or on an earlier date provided the employee advises the Company, in writing at least four (4) weeks in advance of an earlier return date.

b) Parental Leave of a maximum of eighteen (18) weeks is available to each parent of either a natural or an adopted child. The Parental leave of a natural mother must begin immediately following the expiration of her Pregnancy Leave; otherwise, Parental leave must commence within thirty-five (35) weeks of the date of the child's birth or coming into custody, care, and control of the parent. Parental leave ends eighteen (18) weeks after commencement or on an earlier date provided the employee advises the Company, in writing at least four (4) weeks in advance of an earlier return date.

During either Pregnancy or Parental leave, seniority continues to accrue and the employee continues to participate in each type of benefit plan provided by the Company, and all required contributions will continue to be made, unless the employee elects in writing not to continue participation in the benefits. Upon return from Pregnancy or Parental leave, the employee will be reinstated to a position of the same status and pay as the position held at the commencement of the leave.

## **ARTICLE XI**

### **VACATIONS**

**11.01** Employees who have one or more years of credited service as of July 1st of the current year shall be granted a vacation, the duration of which shall be based upon credited service, and the payment for which shall be a

percentage of the employee's total earnings for the previous calendar year.

**Vacation**

			Credite d Service
			8
			H o u r
			1 2
			H o u r
			Payment
	Schedule	Schedule	
Group A - 25 Years or more	30 shifts	21 shifts	12%
Group B - 20 years but less than 25 years	25 shifts	18 shifts	10%
Group C - 12 years but less than 20 years	20 shifts	14 shifts	8%
		Group D - 5 years 15 shifts 1 1 shifts 6%	
but less than 12 years			
Group E - 1 year but less than 5 years	10 shifts	7 shifts	4%

Vacation selection outside the summer vacation schedule or shutdown period (Article 11.05) will be administered in blocks of five (5) consecutive scheduled work shifts with excess shifts per the entitlement above to be taken as single shift vacations. No vacation shifts will be scheduled on a statutory holiday.

Selection of vacation by seniority will be completed by December 31 of each calendar year.

11.02 Vacation payment to an employee in Group E hired after January 1st of the previous calendar year shall be based upon his/her total earnings for the period July 1st of the previous year to and including June 30th of the current year.

11.03 An employee with less than one year of credited service as of July 1st of the current year will be granted a vacation payment of 4% of his/her earnings up to and including June 30th of the current year. Such payment shall be made between July 1st and December 15th of the current year. Where the Company follows its normal practice of closing down for vacation and provided the employee is not scheduled to work during such shutdown, s/he shall be paid his/her vacation payment immediately prior to such shutdown.

11.04 Vacations shall be scheduled to commence not earlier than January 1st of the current year for those employees who are in Groups A, B, C and D

and not earlier than March 1st of the current year for employees who are in Group E, and must be completed prior to December 31st of such year. An employee who attains one (1) year of credited service between March 1st and June 30th inclusive, shall not be granted his/**her** week of vacation pay until after the date on which **s**/he attained such credited service. An employee who attains one (1), five (5), twelve (12), twenty (20), and twenty-five (25) years of credited service between January 1st and December 24th of the calendar year shall not be granted his/**her** additional week's vacation with pay until after the date on which **s**/he attains such credited service.

**ADDENDUM**

An employee may request pay in lieu of vacation time off up to the maximum listed in the following schedule:

Vacation Eligibility	Pay in Lieu of Vacation
5 weeks	1 week
6 weeks	2 weeks

The employee may only express such preference at the time that **s**/he is contacted for selection of his/**her** preferred weeks of vacation. Such choice will be first choice for vacation selection.

Employees who qualify as of July 1st, and have elected to take pay in lieu of vacation time off in accordance with the above regulations, will receive their vacation cheques for said week or weeks by mid July.

Those employees who qualify for their 5th or 6th week of vacation between July 1 and December 31 per this clause 11.04, and who have elected to take pay in lieu of vacation time off in accordance with the above regulations, will receive their vacation cheque for said week(s) the week following their qualification for the additional week(s).

**11.05 Each eligible employee will schedule seven (7) consecutive work shifts (12 hour schedule) or ten (10) consecutive work shifts (8 hour schedule) of vacation during the twelve week period ending Labour Day holiday in each year of the agreement, where applicable.** In any year the Company elects to close down for vacation, the employee who qualifies for vacation is expected to take his/**her** vacation during such period, providing **s**/he is not scheduled for maintenance or emergency work during the closing-down period. The Company will make a reasonable effort to post the time of such closing down by April 1st of the current year.

**11.06** A definite period for vacation must necessarily be scheduled by the supervisor of the department, giving due consideration to production requirements. No vacation pay will be authorized unless taken except as defined in this Article.

**11.07** Vacation payment will not be made to an employee while **s/he** is absent from work by reason of sickness, injury, or leave of absence. If upon the employee's return to work:

- a) the Company is unable to schedule his/**her** vacation prior to December 15th of the current year, or
- b) the employee is unable to return to work for the reasons outlined above prior to December 15th of the current year

**s/he** shall be paid his/**her** vacation payment.

**11.08** An employee whose employment is terminated by reason of authorized retirement, permanent and total disability or death or by payment of a severance award under the provisions of the Pension Plan Agreement or Severance Award Agreement on or after July 1st, **1995, 1996, 1997** and before July 1st, **1996, 1997, 1998** shall be paid a vacation payment based on the percentage defined in Clause 11.01 and the wages **s/he** earned from July 1st, **1994, 1995, 1996, 1997** whichever is applicable to his/**her** termination date.

**11.09** An employee in Groups A, B, C, D or E of Clause 11.01 whose employment is terminated because **s/he** resigns or is discharged, shall be paid a vacation payment per Clause 11.08.

**11.10** An employee in Groups A, B, C, D or E of Clause 11.01 whose employment is terminated because **s/he** is laid off shall be paid a vacation payment as follows:

- 1) Where termination occurs prior to July 1st of the current year and the employee has not had his/**her** vacation for such year, **s/he** shall be entitled to four per cent (4%) according to current legislation of his/**her** total earnings from July 1st of the previous year to his/**her** termination date. Should such employee be rehired at any time during the next vacation year (July 1st of the current year to June 30th of the next year) and the Company is unable to schedule his/**her** vacation prior to December 31st of the current calendar year, **s/he** shall be paid the vacation payment which **s/he** would otherwise have received but for such termination, less any amount **s/he** has received for the current vacation year in lieu of time off.

- 2) Where termination occurs after July 1st of the current year and the employee has not had his/**her** vacation for such year, **s**/he shall be paid vacation pay to which **s**/he is entitled on July 1st and in addition to, four per cent (4%) of his/**her** earnings according to current legislation, from July 1st of the current year to his/**her** termination date.
- 3) Where termination occurs after July 1st of the current year and the employee has had his/**her** vacation for such year, **s**/he shall be entitled to four per cent (4%) according to current legislation of his/**her** total earnings from July 1st of the current year to his/**her** termination date.
- 4) Where an employee is not recalled from lay-off within the current year, **s**/he shall be paid a vacation payment per clause 11.08, less any amounts of vacation payment received during the current year.

**11.11** An employee whose employment is terminated for any reason and who has less than one (1) year of credited service at such time, shall be paid a vacation payment as follows:

- 1) Where termination occurs before July 1st of the current year and the employee has not had a vacation payment for such year, the employee shall be paid four per cent (4%) according to current legislation of his/**her** total earnings from his/**her** hiring date to his/**her** date of termination.
- 2) Where termination occurs after July 1st of the current year and the employee has not had a vacation payment for such year, the employee shall be paid four per cent (4%) according to current legislation of his/**her** total earnings from his/**her** hiring date to June 30th of the current year and in addition, **s**/he shall be entitled to four (4%) per cent according to current legislation of his/**her** total earnings from July 1st of the current year to his/**her** termination date.
- 3) When termination occurs after July 1st of the current year and the employee has had a vacation payment for such year, **s**/he shall be entitled to four per cent (4%) according to current legislation, of his/**her** total earnings from July 1st of the current year to his/**her** termination date.

**11.12** Where an employee has been unable to work during the preceding calendar year, or any part thereof, owing to sickness or injury and for this reason only, the vacation pay is less than the following minimum, the vacation pay shall be increased to a minimum of the applicable U.I.C. maximum. Provided, the employee must have resumed his/**her** normal duties not less than two (2) months before vacation is granted.

**11.13** An employee who has been on sick leave during the current year and who returns to work during such year, may by mutual agreement, at Step #3, be paid the vacation payment due to him/**her** in lieu of time off.

**11.14** In no instance will vacation be paid twice for the same period of time.

**11.15** In computing the earnings for vacation pay the following items shall be included: Uniroyal Goodrich total taxable earnings (exclusive of special payment not covered by the Collective Labour Agreement), vacation from the preceding year, Ontario Health Insurance premiums which are paid by the employer on behalf of the employee and short work week benefits paid under the S.U.B. plan and Workers' Compensation payments and Weekly Indemnity for lost time in the previous calendar year.

## **ARTICLE XII**

### **DURATION OF AGREEMENT**

**12.01** This Agreement shall be effective from June 1, **1995** and shall remain in full force until May 31, **1998** and thereafter from year to year unless either party gives to the other party, notice in writing of cancellation within a period of ninety (90) days prior to May 31, **1998**, or any anniversary thereafter.

**12.02** Subject to the provision for cancellation, either party may give the other a notice of proposal for revision within a period of ninety (90) days prior to May 31, **1998** or any anniversary date thereafter in which event the parties shall meet to consider the proposed revisions within twenty (20) days of the date of such delivery of notice and this Agreement shall continue in full force and effect until agreement is reached upon the proposed revisions. Provided that if negotiations for revision of this Agreement continue for two (2) months without agreement, this Agreement may be cancelled by either party upon thirty (30) days written notice to the other.

**12.03** In the event of written notice of cancellation having been given by either party as provided for in Clause 12.01 and 12.02 herewith, negotiations shall be carried on during the period of notice of cancellation with a view to arranging a new Agreement. Should such negotiations extend beyond the expiration date, this Agreement shall not expire, but shall continue in full force and effect until the expiration of the applicable periods referred to in the Labour Relations Act, as amended, or until a new Agreement is entered into by the parties, whichever date shall occur first.

**12.04** The Pension Plan Agreement, Severance Award Agreement, Insurance Program Agreement, Supplementary Unemployment Benefit Plan Agreement, Separation Payment Plan Agreement, the Mutual Dental Care Plan Agreement, Appendices A,B,C,D and E, and the Letters of Understanding (#1 to #15 inclusive) attached hereto form part of this Collective Labour Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement this first day of June, **1995**.

Signed, Sealed and Delivered in the presence of:

FOR THE COMPANY:

FOR THE UNION :

\_\_\_\_\_  
G. L. SCHWINDT

\_\_\_\_\_  
JOHN CUNNINGHAM

\_\_\_\_\_  
L. J. GILPIN

\_\_\_\_\_  
MARTY WARREN

\_\_\_\_\_  
J. E. KENNEDY

\_\_\_\_\_  
BRUCE KUNTZIE

\_\_\_\_\_  
M. MULLARKEY

\_\_\_\_\_  
DAVE JOHNSON

\_\_\_\_\_  
J. Y. GASCHO

\_\_\_\_\_  
LEE MESSENGER

\_\_\_\_\_  
KENNETH DAWSON, Staff Rep.