



**AGREEMENT**

**ENTERED INTO BETWEEN**

**KELSEY-HAYES  
CANADA LIMITED**

**AND**

**LOCAL UNION 636**

of the

National Automobile, Aerospace  
Transportation and General Workers  
Union of Canada (CAW-Canada)

February 2, 2002 - February 1, 2005

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THIS AGREEMENT, made and entered into as of the 2nd day of February, 2002 by and between:

**KELSEY-HAYES CANADA LIMITED**

Hereinafter designated as the "Company"

**AND**

NATIONAL Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 636, Woodstock, Ontario.

Hereinafter designated as the "Union"

**ARTICLE I**

**GENERAL PURPOSE OF THE AGREEMENT**

1.01 The purpose of this Agreement is to promote harmonious relationship between the Company and its employees, in the hope of advancing the well-being of both by means of steady employment and future security.

**NON-DISCRIMINATION**

1.02 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised by either of them or by any of their respective representatives, with respect to any employee because of his/her race, colour, place of **origin**, sex, sexual orientation, age (**as** defined in the Human Rights Code of Ontario), religion, marital status, family status, handicap (as defined in the Human Rights Code of Ontario) or for lawful union activity, and that membership in the Union by the employees who are eligible to join will not be discouraged by the Company.

1.03 Wherever in this Agreement the masculine gender is used, it will also include the feminine.

**ARTICLE U**  
**RECOGNITION**

2.01 The Company agrees to recognize the Union as the sole and exclusive Bargaining Agent of its employees at Woodstock in respect to hours, wages, seniority, grievance procedure and all other working conditions.

2.02 The provisions of this Agreement shall not apply to Forepersons, Assistant Forepersons, all salaried employees, office and clerical staff, Metallurgists and Laboratory Workers and plant guards.

**ARTICLE III**  
**UNION SECURITY**

3.01 In order to promote harmonious relations with the Company and the Union, it shall be a continuous condition of employment that all present employees covered by this Agreement must become members of the Union within thirty (30) days of the signing of this Agreement and shall remain members in good standing thereafter. New employees must join the Union within fifteen (15) days from the date of hiring and must remain in good standing thereafter.

3.02 (a) The Company will deduct from the pay of each member ~~of~~ the Union, covered by this Agreement, ~~all~~ Union Initiation Fees, Dues and Assessments.

(b) All Union Dues deductions, shall be made from each pay, the initiation fee will be taken off on the second pay of the applicable month. All sums deducted, together with a record of those from whom deductions have been made and the amount shall be forwarded to the Secretary-Treasurer of the Local Union on a monthly basis. A copy of the record ~~of~~ dues deducted is to be given to the Plant Chairperson each month.

3.03 The Union shall furnish to the Company in writing notification of all changes, increases or decreases in Union dues, initiation fees and assessments.

## **ARTICLE IV**

### **RESERVATION OF MANAGEMENT RIGHTS**

4.01 The Union acknowledges that it is the exclusive function of the Company to:

(a) Operate and manage its business in all respects in accordance with its commitments and responsibilities and to establish rules and regulations in order to maintain discipline, order and *efficiency*;

(b) Hire, discharge, suspend, transfer, promote, demote or otherwise discipline employees for proper cause, provided that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without proper cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) The Union recognizes other rights and responsibilities belonging solely to the Company, prominent among which, but by no means wholly inclusive are the rights to decide the number and locations of plants, the machine and tool equipment, the products to be manufactured, the methods of manufacture, the schedules of production, the processes of manufacturing or assembling, together with all designing, engineering and the control of raw materials, semi-manufactured and finished parts which may be incorporated into the products manufactured, and generally controlling and directing the business of the Company.

4.02 The Company agrees that these functions will be exercised in a manner consistent with the general purpose of this Agreement.

## **ARTICLE V**

### **UNION ACTIVITIES**

5.01 The Union, the local and members of the Union, or the local, shall not on Company time, conduct Union activities except as in this Agreement expressly provided, nor shall Union meetings of any kind be held at any time on the Company's premises without the prior written consent of the Company. The Union, its members and/or its agents shall not in any way

intimidate or coerce, or attempt to intimidate or coerce any employee of the Company.

## ARTICLE VI

### REPRESENTATION

6.01 (a) The Union may appoint and the Company shall recognize a committee comprised of not more than six (6) hourly rated employees of the Company, who have at least one (1) years seniority with the Company.

The Committee shall be comprised of

- (1) One Plant Chairperson
- (2) One Skilled Trades Committeeperson including Toolroom
- (3) Four Production Committeepersons

(b) (i) The Plant Chairperson and Vice-Chairperson will be retained on the day shift only, all other Committeepersons shall rotate with their stewards to provide representation for the shifts required.

(ii) **An** employee elected as President of Local 636 CAW will be retained on the day shift for his or her term of **office**.

(c) The Company will recognize one of the Committeepersons as the Vice-Chairperson.

(d) The Company will recognize one of the Committeepersons appointed by the Plant Chairperson as a Benefit Representative.

6.02 The Company will recognize a steward on each shift in each department which is not covered by a regular Committeeperson. The steward shall handle the grievances in the same manner as the Committeeperson including representation at Grievance Meetings only, for grievances serviced by such Steward. The Union will advise the Company of such stewards before they act.

6.03 The Union will furnish the Company with a list of its Committee members and will notify the Company promptly of any changes made in such list.

6.04 The Company will furnish the Union with a list of its Supervisory Personnel at the Woodstock Beards Lane Plant, and will indicate by job titles the extent of their responsibility. The Company will notify the Union promptly of any change in such lists.

6.05 A Committeeperson/Steward may leave his/her work to attend a complaint that is brought to him/her by an employee, but before doing so shall notify his/her immediate supervisor of the reason for his/her proposed absence and its probable duration and obtain his/her consent, and shall report back to his/her supervisor when he/she returns. Should a Committeeperson/Steward be required to enter a Department under the supervision of a Supervisor other than his/her own immediate Supervisor he/she will notify such Supervisor of the reason for visiting the Department and who he/she wishes to see and secure permission to enter the Department before attending to the complaint. The Supervisor will have the right to obtain a replacement for the employee(s) involved. Any complaint which cannot be settled within a reasonable time will be subject to the regular grievance procedure. The Supervisor will not unreasonably withhold his consent.

6.06 Time spent by a Committeeperson/Steward in connection with the administration of this Agreement will be paid for at his/her regular base rate exclusive of overtime. During negotiations he/she will be paid for all regular shift hours lost, during a regular scheduled shift.

6.07 (a) A monthly meeting may be held each month between the Union Committee and Management but not more than once a month.

(b) It will be held during the day at a mutually agreed upon time. The agenda to be submitted twenty-four (24) hours before such meeting.

(c) The Plant Committee may meet up to one (1) hour at least forty-eight (48) hours prior to such meeting to prepare an agenda.

6.08 The Company agrees to give the Union a written decision within five (5) days on all matters discussed at such meetings and a copy of any



decision will be given to the department head concerned.

**6.09** In the event the Company and the Union become involved in rare and serious unusual problems the parties may mutually agree to have the Local President (636) attend a meeting to discuss such problems.

**6.10** A Committeeperson who is working when the regular unit meeting is held will be allowed up to two (2) hours off with pay to attend such meeting. The Plant Chairperson will notify the Company in advance of such meeting and the names of such Committeepersons who will be attending the regular unit meeting.

## ARTICLE VII

### GRIEVANCE, ARBITRATION, SUSPENSION AND DISMISSAL PROCEDURES AND DEROGATORY NOTATIONS

#### Grievance Procedure

**7.01** Should grievances arise between the Company and the Union or employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under the Agreement, or should there be any complaint or grievance by any employee or the Union or the Company, the settlement of such grievance shall be handled in the following manner:

**7.02** **FIRST** -- Any employee having a grievance shall first submit same verbally within five (5) working days from which it occurred. The Supervisor shall secure the employee's committeeperson/steward when the grievance is presented. The Supervisor shall deal with the grievance and answer verbally not later than the second regular working day next following the date on which he/she received the grievance.

**7.03** **SECOND** -- If the grievance is not settled satisfactorily in the first step, the grievance must be presented, in writing, within three (3) working days of the Supervisor's answer to the Area Manager for his/her disposition. The Area Manager shall discuss the matter with the person concerned in the presence of the Committeeperson/Steward and shall give his/her decision within three (3) working days of receiving such grievance. Quadruplicate grievance forms shall be supplied by the Company.

7.04 **THIRD** -- (a) If the grievance is not settled satisfactorily in the second step, the Plant Chairperson must notify the Company in writing within three (3) working days of the Company's answer that it wishes a meeting and these shall be taken up at a meeting to be held within ten (10) days as herein provided between the Bargaining Committee and the representative designated by the Executives of the Company. The Company will give the Union its disposition in writing within three (3) working days on any matter discussed at this meeting. A copy of the disposition of all grievances is to be sent to the Supervisor concerned. **An** accredited representative of the National Union may be present at the request of either the Company or the Union.

(b) If the Company has a grievance or the Union has a policy grievance, which could not be submitted by an employee or group of employees, it shall be taken up at the Third Step of the Grievance Procedure.

#### **Arbitration Procedure**

7.05 A dispute (excluding a dispute determination of which is provided for by Article VIII hereof) concerning the interpretation, application or administration of this Agreement or a violation thereof (after exhaustion of the grievance procedure provided herein) may be referred to an umpire to be selected by the parties to the grievance upon written notice of appeal to that effect signed by the employee being delivered to the Manager, Human Resources within fifteen (15) regular working days after the Manager, Human Resources' decision thereon. If such parties fail to select **an** umpire within five (5) regular working days of the receipt by the Manager, Human Resources of the notice of appeal, then either party may appeal within five (5) additional working days to the Ontario Labour Management Arbitration Commission, who shall designate the umpire. Except as herein otherwise provided, the decision of the umpire upon such appeal shall be final and binding upon the Company and the Union and every employee within the Bargaining Unit affected by the Agreement.

7.06 The expression "working day" when used in this Agreement shall mean and include Monday to Friday inclusive.

7.07 The arbitrator shall not alter, modify or amend any part of the Agreement nor make a decision inconsistent therewith.

7.08 (a) The Company shall not be obliged to pay back wages, or other compensation prior to the date of filing of the grievance in writing claiming same, unless circumstances were such that it was not possible for the employee to know he/she had a grievance but in no event shall back wages or other compensation be paid for more than thirty (30) calendar days prior to the date of filing a grievance in writing claiming same.

(b) The Company shall not recover any overpayment of wages, or other compensation, except for SUB, from an employee for more than thirty (30) calendar days prior to discovery of a payroll error unless the cause of the error was outside the control of the Company.

7.09 At any meeting between the Bargaining Committee and the Management or at any arbitration proceedings, a National Representative of the Union may be present to take part in such discussion or negotiations as may come before such meeting or proceedings. Management may appoint outside representatives.

7.10 A grievance having been presented to the Company in writing, there shall be no interrogation of any employee or group of employees concerned in the grievance by any representative of the Company without the presence of the Committeeperson/Steward of the Department concerned.

7.11 The Union agrees that there will be no strikes or slowdowns either by individual or collective action which will stop or interfere with production and the Company agrees that it will not cause or direct any lockout of employees during the term of this Agreement or any extension thereof

7.12 At any stage of the grievance procedure the conferring parties may have the assistance of any employee and necessary witness.

7.13 If, during any negotiations in connection with a grievance, any investigation by either party is necessary, the Company will make all reasonable arrangements to permit the negotiating parties access to the plant and an opportunity to confer with the necessary witnesses and/or to view disputed operations.

7.14 The expenses of the Umpire, if any, shall be borne in equal shares by the Company and the Union, and the shares shall be paid direct to the umpire by each. Any other expenses will be borne by the party incurring such expenses.

7.15 (a) The time limits as outlined in the above grievance procedure may be extended by mutual agreement.

(b) Grievances shall be considered settled, without precedent, by the party that did not default the time limit or mutually agreed time limit.

### **Suspension and Dismissal Procedure**

7.16 (a) Wherever an employee who has attained seniority in any department is dismissed or suspended, he/she will be given an opportunity of interviewing his/her committeeperson/steward before he/she is required to leave the plant, provided that, if because of the nature of the offense it is necessary to require the immediate expulsion of an employee from the plant, then his/her committeeperson/steward will be immediately notified and he/she will be given an opportunity to interview the dismissed employee at some convenient location.

(b) Management must notify the committeeperson/steward immediately. The committeeperson/steward can talk to the employee and lodge a grievance if so desired.

7.17 (a) Whenever a seniority employee is to be dismissed or suspended, the following procedure will be followed instead of the regular grievance procedure in Clause 7.02 - 7.04 inclusive.

(b) An employee will not be dismissed or suspended except for the balance of his/her shift by any Supervisor.

(c) Before any further action can be taken, there will be a meeting between the Plant Chairperson and the Committeeperson/steward concerned with the Manager, Human Resources (or his/her designate) and the Area Manager (or his/her designate).

(d) The meeting will take place the day of the occurrence, or in the case of a night shift, the next working day, at which the Area Manager may be present.

(e) In the event an employee has been suspended or has been discharged, the Union may request from the Company, permission to have the affected employee present at a meeting concerning such discipline.

(f) The Company will not unreasonably withhold such permission.

(g) In the event the issue is not resolved the employee may lodge a grievance within three (3) working days from the date the meeting took place and management will review the grievance which resulted from dismissal or suspension and render its decision within two (2) working days.

(h) If the decision of management is not acceptable to the Union such decision may be referred to the Arbitration Procedure referred to in Clause 7.05.

**7.18** If, as a result of the grievance procedure, the Company agrees to reinstate the employee or is ordered to do so, he/she shall be reinstated in his/her former job without loss of seniority and shall be reimbursed for all time lost, or if reinstatement to his/her former job appears to both parties or to the arbitrator, to be not in the best interest of harmonious production, he/she may be reinstated and transferred to another department without loss of seniority. In the case of arbitration, the arbitrator may direct any suitable arrangement deemed to be just and equitable under the circumstances.

#### Derogatory Notations

7.19 (a) When a derogatory notation is placed against the record of an employee a written notice of such notation must be given to the employee and the duplicate is to be initialed by him/her and he/she may treat the same as a grievance and proceed accordingly. Unless notice of such notation is given within a reasonable time, not in any event to exceed three (3) working days after the occurrence, such derogatory notation shall not thereafter be used for the purpose of taking disciplinary action against the employee. Derogatory notations after six (6) months against the record of any employee shall be voided in the presence of a Union Official.

(b) Derogatory Notations will not be issued for the purpose of time lost through certified illness or leave of absence with permission.

(c) In the case of derogatory notations given as a result of absenteeism, such shall remain on an employee(s) record for nine (9) months. This shall not in any way separate discipline into two (2) categories.

## ARTICLE VIII

### PRODUCTION DISPUTES

8.01 All Production Standards and/or incentive standards will be set on the basis of fairness and equity and will be consistent with the quality of work, efficiency of operator and reasonable working capacity of normal operators. Allowance will be made for personal time and other elements such as tool allowances where these are factors. When management decides to study a job, the worker on the job shall be notified in advance.

8.02 After a time study standard has been established the employee or employees involved and/or the Committeeperson/Steward will be advised of the standard ~~set~~. If there is a dispute with respect to the time studies or production standards required the Union may file a grievance on the standard grievance form. No grievance will be considered unless such grievance has been filed within fourteen (14) days of the posting of the production routing.

8.03 If a grievance has been filed protesting a production standard and the parties of the dispute cannot come to an agreement, the Union will have the right to bring in their time study engineer to check the Company time study and/or to time study the job if they wish. The Union agrees that they will have their time study engineer brought in as quickly as possible. If the parties *can* still not come to an agreement on the production standards involved the matter will be referred to a firm of Industrial Engineers engaged in active practice. The firm of Industrial Engineers selected will be made by mutual agreement of the parties from a panel of three (3) Industrial Engineering Firms which has been established by the parties. The cost of the Industrial Engineering Firm shall be shared equally by the Company and the Union. The decision of the Industrial Engineering Firm shall be final and binding upon the Company and the Union and failure of the employee or employees involved to maintain the timing rates and/or production standards established by such decision, shall constitute

sufficient cause for discipline and/or discharge of any such employee

8.04 **An** established standard after the effective date of this Agreement shall not be changed unless there has been a change in design, methods, processes, tools, equipment, improved alignment of equipment, improved operation of equipment, arithmetical error in study; or any other change or combination of changes affecting the productive capacity of an operation or combination of operations. In the event of restudy, only the time study elements actually changed would be retimed and made a part of the new standard. All time study data work sheets will show allowances in minutes as well as percentages.

## **ARTICLE IX**

### **SENIORITY**

9.01 Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security, based on length of continuous service with the Company, consistent with consideration of merit, ability and aptitude.

9.02 As far as accumulation of seniority is concerned, prior to the date of this Agreement, seniority shall be as presently recorded by the Company.

9.03 (a) Upon completion of ninety (90) days worked or 720 hours worked, whichever occurs first within a period of twelve (12) consecutive months, an employee shall be entitled to have his/her name placed on the seniority lists.

(b) Employees hired as summer students shall not attain seniority status and shall not be entitled to have their names placed on the seniority lists. Summer student employees will be hired for a maximum period of 89 days worked between April 1st and the Friday prior to Labour Day.

9.04 (a) An employee shall be considered a probationary employee until he/she shall become entitled to have his/her name placed upon a seniority list as above provided; and as such, shall not have any seniority rights. Notwithstanding anything contained elsewhere in this agreement, no grievance shall be lodged or prosecuted against the discharge or discipline

by the Company of a probationary or summer student employee unless the employee alleges that they have been discriminated against in such discharge or discipline by reason of Union activity, and the Umpire shall not reverse his/her discharge nor alter the disciplinary penalty on any other ground.

(b) A probationary employee who feels he/she has been unjustly dealt with may have his/her case reviewed by the Area Manager, the Manager, Human Resources, Plant Chairperson and the Committeeperson /Steward concerned, the decision reached will be final and binding.

9.05 (a) Employees names shall appear on the plant seniority list in order of their respective dates of hiring. Skilled Trades employees names shall appear under a Skilled Trades section of the plant-wide seniority list in order of their respective dates of hiring in their skilled classification.

(b) When two (2) or more employees are hired the same day, the first hired shall be placed on the seniority list first.

9.06 Copies of the lists, as revised from time to time will be furnished to the Bargaining Committee and to the Sub Regional Office of the Union, 310 Wellington Rd. S., LONDON, Ontario N6P 4P4

9.07 The Company shall post a revised seniority list as required in each department each three (3) months.

9.08 The following departmental seniority lists will be established as sub-divisions of the plantwide seniority lists:

1. Production Department.
2. Maintenance Department including Toolroom.

9.09 It is understood and agreed that both parties will co-operate with each other to insure proper functioning of the foregoing seniority provisions.

9.10 If an employee is transferred from one classification to another classification he/she shall incur no loss of plant seniority.



9.11 The Plant Chairperson, Committeeperson and the following officers of Local 636 executive committee, not otherwise recognized for the purpose of this Agreement, namely the President, Vice-president, Financial Secretary, and Recording Secretary will be retained in the employ of the Company during their respective terms of office, notwithstanding their positions on the seniority list so long as the Company has work available which they are qualified to perform.

## **ARTICLE X**

### **TRANSFERS**

10.01 Any employee transferred to another classification as a result of applying for a job, which has been posted, or who has been promoted to a higher paid job shall attain seniority in the new classification in accordance with Article 14.01 (d). However, should the job to which the employee has transferred, be temporarily or permanently discontinued, at any time, he/she will be returned to the classification from which he/she transferred and exercise his/her seniority in this classification immediately over the junior employee in the classification.

10.02 Any employee transferred from one department to another department due to a physical disability, shall carry his/her seniority with him/her and exercise same immediately on transfer to the new department. Transfers under this clause shall be subject to certification of the physical disability by the Company Physician.

10.03 (a) When transfers are required to facilitate production, such transfers will be made as follows: Transfers to work on other lines within a classification shall first be offered to the most senior employee(s) on the line affected, but in no case to more than three (3) such senior employees. Should the senior employee(s) refuse such transfer, written transfer requests will be accommodated, then the most junior employee(s) will be transferred unless restricted by proven medical reasons. This paragraph is not intended to offset Management's rights to schedule employees or demote employees in line with seniority due to layoff

(b) In the event a transfer is required and a line is not affected, the senior employee(s) in the classification affected shall be offered such

transfer, but in any case to no more than three (3) such employee(s).

10.04 Employees leaving the Bargaining Unit on or after February 1, 1990 shall retain and accumulate seniority for a period of ninety (90) calendar days. After that period they will not be returned to the Bargaining unit.

10.05 (a) Any employee temporarily transferred due to a shortage of work will receive his/her own rate of pay for the balance of the shift. **An** employee temporarily transferred for other than a shortage of work, such as for the Company's convenience and his/her job is operated by another employee, will receive his/her own rate of pay or the rate of the job, whichever is the higher of the two.

(b) A temporary transfer shall be considered as one which is for a period of not more than fifteen (15) working days, except when replacing employees on S&A, WSIB, leave of absence or vacation. Employees will not accumulate seniority when on a temporary job as defined. Such transfers will be done in order of seniority starting with the most junior employee on the job or given classification. Any employee so transferred shall be given the opportunity to return to his/her former classification and department. This period may be extended by mutual agreement of the parties.

(c) **An** employee will be returned to his/her former classification in line with his/her seniority within ten (10) working days. This period may be extended by mutual agreement of the parties.

(d) The Company and the Union agree that the interpretation of "Shortage of Work" shall mean when there is a lack of material, equipment to process the work or customer requirements for the product, such shall be considered a shortage of work.

10.06 An employee who submits a written transfer request will be provided one if he/she has thirty (30) months or more seniority and is capable of performing the work provided he/she has the seniority and there is an existing opening.

## ARTICLE XI

### LAYOFFS AND RECALL

11.01 When it becomes necessary to reduce the working force, summer student employees will be laid off first followed by probationary employees. The Company agrees, where possible, to give employees five (5) days notice of layoff. The employees are expected to work out such notice.

11.02 (a) In the event of a layoff in a department for the balance of the shift, the employees affected will be laid off without regard to seniority.

(b) In the event of a layoff in a department of more than one day, summer student employees will be laid off first, probationary employees will be laid off second. **An** employee (other than a summer student or probationary employee) having more seniority in the department who is displaced shall exercise his/her seniority in the same department providing he/she is able and willing to do the work assigned to him/her and at the rate of pay applicable to the job to which he/she is assigned.

(c) Within three (3) working days any seniority employee affected by a reduction of work in a department will be assigned to work which he/she is able and willing to perform in line with his/her seniority and at the rate of pay applicable to the job to which he/she is assigned. The displaced employee(s) will be assigned to work in line with his/her seniority that is being performed by the most junior employee(s) remaining in the plant and which he/she is able and willing to perform.

11.03 If there be an increase in the work force after a layoff, employees with seniority will be returned to work in the reverse order in which they were laid off, providing they are able and willing to do the work required of them.

11.04 When an employee is reassigned from his/her classification and department as a result of a layoff he/she will retain the right to return to his/her former classification and department when an opening exists in line with his/her seniority.

11.05 (a) **An** employee can refuse first recall providing that he/she has full time employment;

(i) can prove to the Company that he/she has full time employment elsewhere;

(ii) there is an employee(s) on layoff capable of performing the work assignment required, in order of seniority;

(iii) the duration of work, for recall, will be less than forty-five (45) working days.

(b) Employees refusing first recall shall be placed at the bottom of the recall list for a period of forty-five(45)calendar days or until next recall (whichever comes first).

### **INVERSE SENIORITY**

11.06 (a) Upon mutual agreement between the Company and the Union the parties may enter into an arrangement applying the concept of inverse seniority on layoffs.

(b) The application is intended to cover layoffs of a limited and known duration.

(c) When a circumstance arises that appears to fit the concept the Company and the Union **will** promptly and jointly determine if the Inverse Seniority provisions will apply.

### **CONSIDERATIONS AND APPLICATION**

11.07 (a) The layoff must be for a definite period of time and of limited duration.

(b) Employees will be laid off and recalled under the terms of the inverse seniority provisions by classification as determined by the Company and the Union.

(c) It is expressly understood that no provision exists which would allow an employee (who exercised an option of being laid off under these provisions) to return to work to be replaced on layoff by another employee during the pre-determined period of layoff

(d) It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of exhaustion or disqualification from Employment Insurance Benefits or Company provided Supplemental Unemployment Insurance Benefits.

11.OS Nothing in the foregoing shall preclude the Company from recalling an employee prior to the exhaustion of the limited/predetermined layoff period.

11.09 If during the limited/pre-determined period of layoff it is determined that the layoff needs to be extended for any reason, and further provided that the parties agree to simultaneously extend these inverse seniority provisions, the employees who elected layoff under these provisions will be canvassed to determine if they wish to continue on layoff. If the laid off employee decides that he/she wishes to continue on layoff for an extended time, they will be so permitted. If they choose to return, they will be so permitted and employees from the bottom of the seniority list will be laid off in the traditional manner.

## **ARTICLE XII**

### **ABLE AND WILLING**

12.01 “Able and Willing” throughout this Agreement shall mean that the employee in question shall be able and willing to perform the work which such employee is assigned as efficiently and in the volume required by the Company’s established standards, with normal instruction that an experienced employee in that classification would receive.

## ARTICLE XIII

### LOSS OF SENIORITY

13.01 Seniority rights of an employee shall cease for any one of the following reasons:

- (a) If the employee quits his/her employment;
- (b) If the employee is discharged and such discharge be not reversed through the grievance procedure;
- (c) If the employee fails to report for duty for three (3) consecutive working days. (This clause shall not apply if the employee furnishes satisfactory reasons to the Human Resources Department for such failure);
- (d) If the employee fails to return to work within five (5) consecutive working days after notification to do so to his/her address on the records of the Company. (This clause shall not apply if the employee furnishes satisfactory reasons to the Human Resources Department for such failure);
- (e) If the employee is not called upon to perform work for the Company for a period of thirty- six (36) consecutive months or for a period equal to his/her seniority at the date when he/she last performed work for the Company, whichever shall be the greater;
- (f) If the employee fails to return to work on the first day following the expiration of a leave of absence. (This clause shall not apply if the employee furnishes satisfactory reasons to the Human Resources Department for such failure).
- (g) **An** employee with five (5) or more years seniority who gives the Company written notice of resignation and then decides (prior to the expiration of such notice) to change his/her mind will have his/her case reviewed between the Company and the Union.
- (h) **An** employee who is absent without reasons satisfactory to the Company from the time a written notice of resignation is submitted, will not be allowed to reconsider his/her termination.

## ARTICLE XIV

### JOB POSTING

14.01 (a) A vacancy for the purpose of job posting shall mean jobs vacated due to promotions or demotions, an employee leaving the Company's employ, which the Company requires to be filled or the creation of new job(s) other than a job in the machine operator classification. Such vacancy is one, which the anticipated duration will be for more than fifteen (15) working days.

(b) Whenever such vacancies occur, employees desiring to be considered for a vacancy to a higher paid job or a better job with equal pay may submit an application in writing on a form provided by the Company. **An** employee with three (3) or more years seniority will be considered on a job bid to a lower paying job, but such bids will be restricted to not more than one (1) per year.

(c) Applicants will be selected upon merit, ability and aptitude and when all of these are equal, the employee with the greatest seniority will be selected.

(d) A trial period of up to fifteen (15) working days will be given to the successful applicant to prove his/her ability to do the work under normal conditions and supervision. If he/she is unsuccessful he/she will be transferred back to his/her former classification and department. During such trial period the employee will have the right to **return** to his/her former classification and department but, if the latter applies, such trial period shall constitute one (1) job bid under 14.03. **An** extension to these provisions will be permitted if mutually agreed to between the Company and the Union.

14.02 Where a dispute arises regarding the placement of **an** employee other than the most senior applicant on the job, such applicant or the most senior applicant wishing to dispute the selection will have up to seven (7) working days on the job to prove his/her ability to do the work under normal conditions and supervision.

**14.03** (a) The original opening will be posted on the Company Bulletin Boards for a period of three (3) working days. Upon mutual agreement between the Company and the Union this time period may be extended. Employees who have been selected and placed on a job posting shall not be eligible for promotion or transfer on any other job posting more than twice in a twelve (12) month period.

(b) The Company will be able to select additional applicants from a job posting for a specific classification within a period of twenty-one (21) working days, without being required to repost such job.

**14.04** (a) The employee will receive no less than his/her rate of pay when accepted for a higher paid job or better job.

(b) When accepted for a lower paying job he/she will receive the top rate of the lower paying job.

**14.05** (a) Exceptions to the above clauses shall be on the promotion of employees to supervisory or leader positions. Seniority shall not be used as a basis for request for transfer from one occupational group to another, except when a vacancy occurs, nor as a basis for a request to change nor a refusal to change from one shift to another.

(b) Any delay in the placement of an employee as a result of a job posting beyond one (1) week the reason will be explained to the Plant Chairperson.

**14.06** In the event an employee wishes to apply for a particular job posting and is on vacation when such posting occurs, the Plant Chairperson will be permitted to submit a job bid on the employee's behalf

**14.07** The Company will furnish the Union with notice of the implementation of new classifications. Any newly established job or classification submitted to the Union by the Company shall have only the wage rate subject to negotiations by the parties. If the Company and the Union cannot come to an agreement on the rate, the Union may write the grievance and present it to the Company within thirty (30) calendar days at the 3rd step of the grievance procedure.



## **ARTICLE XV**

### **SUPERVISOR WORKING**

15.01 Non bargaining unit employees shall not perform work normally done by employees in the bargaining unit except for the purpose of instruction, experimentation, inspection and in an emergency when employees are not available.

## **ARTICLE XVI**

### **REPORTING ALLOWANCE**

16.01 (a) If an employee reports for work on a scheduled shift without having been notified previously not to report, he/she shall be given the full shift hours, or if full shift hours are not available, he/she shall be offered four (4) hours work, or if no work is available four (4) hours pay at his/her base rate or earned incentive rate, whichever is applicable. If he/she refuses the job offered, he/she will not be paid for time not worked.

(b) This section shall not apply in cases of emergency such as: tornado, flood, snow storm, fire, breakdown in the supply of electric power to the Company plant, activity of enemy agents or interference with the activity of feeder plants or suppliers of materials because of any of the foregoing or any labour dispute, or insufficient help on which to operate.

## **ARTICLE XVII**

### **CALL BACK PAY**

17.01 Employees who are called back to work after leaving the premises of the Company at the completion of their normal shift to work outside of regular hours in order to meet emergency conditions will receive whichever is the greater of the following:

(a) Three (3) hours at straight time

(b) One and one-half (1 1/2) straight time (double time on Sundays) for all hours worked.

## ARTICLE XVIII

### NO STRIKE OR LOCK-OUT

18.01 No employee shall strike and no employer shall lock-out an employee until the Union has become entitled to give and has given notice under Section 59 of the Labour Relations Act, S.O. 1995, c.1 on behalf of the employee to his/her employer, or in the case of a notice under Section 59 has received such notice, and conciliation services have been granted, and the appropriate time limits have elapsed as provided under Section 79 of the said Act.

18.02 In the event of a dispute between the Company and the employees, the Union agrees that the Company's plant protection staff and office staff and personnel and all other employees not included in the Bargaining Unit will be allowed free and unobstructed entrance into and exit from the Company's premises.

## ARTICLE XIX

### LEAVE OF ABSENCE

19.01 The Company will grant leaves of absence in writing without pay to employees for legitimate personal reasons, including illness and accident. The Union will be supplied with a list of all employees on leaves of absence. Leaves of absence will not be granted for the purpose of accepting other employment even of a temporary nature except as provided in article 19.03 below.

19.02 **Any** employee who has been off work due to illness for three (3) or more days shall notify the Human Resources Department at least one (1) day prior to returning to work. **He/she** shall indicate whether **he/she** has a doctor's certification to return or shall request the Company to try and obtain such information from his/her doctor.

19.03 Up to three (3) members of the Union elected to Union position or selected to do temporary work for the Union will be granted a temporary leave of absence for a period not exceeding three (3) years. Replaceable employees, not exceeding two (2) in number who are members of the

Union and are appointed by it to full time positions in the union will be granted leave of absence for a period of up to three (3) years with consideration of renewal. Up to two (2) union members will be granted leaves of absence to attend Union Conventions and Conferences. Upon their return they shall be re-employed according to their seniority at work generally similar to that which they did immediately prior to their leave of absence with seniority accumulated during their absence.

**19.04 (a)** The Company will accept as a satisfactory reason for absence up to six (6) months, an employee's conviction of an offence arising out of the operation of a motor vehicle resulting in a jail sentence or any absence because he/she is being held in custody pending disposition of the charges against him/her.

**(b)** Any conviction over six (6) months will be reviewed by the Union and the Human Resources Department.

**(c)** Any conviction, other than a motor vehicle offence and when an employee is in custody or in prison pending charges, will be reviewed by the Company and the Union.

**19.05 (a)** Upon written application to and written permission from the Manager, Human Resources, any employee with five (5) or more years seniority and who has been elected to a Public Office, appointed to the position of federal or provincial constituency assistant or temporary selection on a provincial or federal commission will be granted a leave of absence.

**(b)** Such leave of absence shall be for a period of his or her first full term in such elected or appointed office.

**(c)** Any extension to the above must be so requested by the person affected.

**19.06** Any leave of absence request for religious reasons must be requested through the Manager, Human Resources.

## ARTICLE XX

### BULLETIN BOARDS

20.01 (a) The Company agrees that the Committees may use the Notice Board in the Plant for the purpose of calling Union Meetings, recreational, social activities and results of elections.

(b) The Management reserves the right to remove any notice that has been on the Board for over ten (10) days, providing it is after the date of the event.

## ARTICLE XXI

### HOURS OF WORK

21.01 The regular work week shall consist of forty **(40)** hours and comprise of eight **(8)** hours per day, Monday through Friday inclusive, and shall not be construed as a guarantee of hours of work per day, per week, or as days per week.

21.02 The regular day shift shall commence at 7:00 a.m. with a lunch period of thirty (30) minutes without pay.

21.03 The regular afternoon shift shall commence at 3:30 p.m. with a lunch period of thirty (30) minutes without pay.

21.04 In the event that a third ~~shift~~ is necessary, the plant will work three (3) eight **(8)** hour shifts, with a twenty (20) minute lunch period paid by the Company.

21.05 It is recognized that the Company has, and requires special shifts to operate efficiently, these shifts may remain in effect during the term of this Agreement.

21.06 (a) In the event a weekend worker shift is necessary, employees can be scheduled to work two (2) twelve (12) hour shifts on Sunday and Saturday with a twenty (20) minute lunch period paid by the Company. If two crews are working, the shifts will rotate each two (2) weeks. In the case of single crews, the normal designation shall be the 7AM to 7PM shift.

(b) The pay period runs from Sunday to Saturday. Pay will be twenty (20) hours pay per twelve (12) hour ~~shift~~ worked (i.e., 40 hours pay per calendar week). The rate of pay will consist of the base rate plus COLA.

(c) Third ~~shift~~ premium shall apply to the first 8 hours of the 11PM to 11AM shift. Second shift premium shall apply to the last 8 hours of the 11AM to 11PM ~~shift~~. In the case of one shift (7AM to 7PM) the second ~~shift~~ premium shall apply to the last 4 hours of the shift.

(d) Break and wash up period remain ~~as~~ per the applicable provisions of the Collective Agreement.

(e) In application of the benefit package, the three (3) day waiting period for S & A shall be considered as the first twelve (12) hour ~~shift~~ missed. The benefit level shall be one-half of the regular weekly benefit for each subsequent twelve (12) hour ~~shift~~ missed. In the case of accident or hospitalization, one half of the present weekly benefit shall apply for the first shift missed.

Regarding Bereavement Pay, if the three (3) day leave provision involves a Sunday and/or Saturday, then the Company will pay the normal rate (20 hours pay) for the Sunday and /or Saturday involved. Otherwise, bereavement from Monday to Friday will be as per the Collective Agreement.

Regarding Jury Duty, if pay is lost then the Company will make up the lost pay as outlined in Article 31.

Regarding the Pension Plan, hours will be calculated as hours paid instead of hours worked.

(f) Reporting Allowance – The application of Article 16 shall be six (6) hours for weekend workers or if no work is available ten (10) hours pay at his/her base rate.

(g) Paid Holidays and Option Days – The employees who qualify shall receive the holiday pay without additional time ~~off~~.

(h) One (1) weekend (24 hours) to equal one (1) week of vacation.

(i) Weekend replacements to be filled within the normal overtime

provisions of the Collective Agreement.

(j) For the purpose of calculating payments to the P.E.L. Fund or Legal Services Plan, each twelve (12) hour shift will equate to twenty (20) hours.

(k) It is recognized by the Company and the Union that difficulties could emerge which have not been considered. In such cases, it is the intent of both parties to be flexible with the objective of finding the best solution considering the practical realities of both employee and Company needs.

**21.07** The Union agrees to co-operate with the Company in connection with the transfer of employees from one shift to another, to ensure that an adequate number of employees shall be available to properly operate such Shift.

## **ARTICLE XXII**

### **OVERTIME**

**22.01** (a) The Company agrees insofar as it is possible and practicable to equalize overtime hours among the employees in the same classification within six (6) months to within 28 hours providing the employee can perform the job in an efficient manner.

(b) Employees entering the classification shall assume an average of the amount of overtime hours in that classification (excluding committee persons/stewards).

**22.02** (a) Overtime records will be posted each week and a copy given to the Plant Chairperson. A record of accumulated overtime will be posted every month and a copy given to the Plant Chairperson.

(b) In the event overtime is to be scheduled, wherever possible those asked will start from the lowest overtime person in the classification to the next lowest. Overtime refused by an employee will be charged as overtime worked; employees not available will be charged as overtime worked only if he or she was due for overtime.

(c) Any employee who agrees to work overtime but who does not report for overtime work will be charged double the overtime hours he/she would have otherwise worked.

(d) Any employee who is asked to work Saturday, Sunday or Paid Holidays after **Midnight** Thursday (or 9:00 A.M. Friday if the prior Monday is a Paid Holiday or **12:00** Midnight Wednesday if the Friday that week is a Paid Holiday) and refuses, such employee will not be charged unless such overtime was of an emergency nature. If correct lowest hours employee in a classification is not offered an overtime opportunity, the affected employee will be given the next available overtime opportunity. If the second opportunity is missed, the employee will be paid for both occurrences at the applicable rate of pay.

**22.03** When five (5) or more employees are required to work overtime in a department, the **Committeeperson/Steward** responsible for representation of that department will be one of the employees offered overtime work provided he/she is able and willing to do the work available.

**22.04** The Company will pay time and one-half (1 1/2) an employee's base hourly rate or earned incentive rate, whichever is applicable for all time worked over eight (8) consecutive hours.

**22.05** The Company will further pay time and one-half (1 1/2) an employee's base hourly rate or earned incentive rate, whichever is applicable, for all hours worked over 40 hours in a calendar week. The Company will further pay time and one-half (1 1/2) of an employee's base hourly rate, or earned incentive rate, whichever is applicable for all time worked on Saturdays to the extent that such time is not part of an employee's Friday shift. The Company will further pay double time of **an** employee's base hourly rate or earned incentive rate, whichever is applicable, for all time worked on Sundays to the extent that such time is not part of an employee's Saturday or regularly scheduled shift. Further, allowance for payment on an hour excludes that hour from consideration for overtime payment on any other basis.

**22.06** The Company will provide a ten (10) minute rest period prior to starting two (2) hours or more of scheduled overtime.

22.07 Summer student and probationary employees will not be assigned to overtime work until all seniority employees have been either scheduled or asked to work in their classification. Upon completion of their probationary period, new employees will accumulate the highest overtime in their group excluding the Committeeperson.

## ARTICLE XXIII

### SHIFT EXCHANGE AGREEMENT

23.01 Employees desiring to mutually exchange shifts will be required to meet the following requirements:

1. Only employees in the same classification may exchange shifts provided both employees can perform the respective jobs.
2. Employees desiring to exchange shifts will present to their supervisor a written request five (5) working days prior to the shift change being effectuated.
3. The written request will contain the names, clock numbers of the affected employees involved in the exchange and their signatures.
4. The duration of the exchange will be for a six (6) month period.
5. Any changes in the work schedule will cancel the mutual shift exchange agreement.
6. The Company will endeavor where practical to accommodate employees who wish to mutually exchange shifts but it remains the Company's prerogative to deny or cancel such requests when the departments needs are impaired in any way or if there is any objection by other employees within the classification or department, or by the Union.
7. Any employees participating in the exchange who suffers any inequity of earnings or any other provision or benefit because



of the exchange; such matters will not be subject for complaint. On the other hand should the exchange have an adverse effect on any other employee(s) or give cause to contravention of any provisions of the Collective Agreement the right of the individual's exchange shall be disallowed.

### **Shift Premium**

23.02 The Company agrees to pay a second shift premium of sixty-five (65¢) cents per hour and third shift premium of eighty (80¢) cents per hour for hours worked on such regularly scheduled shifts and for hours worked only on scheduled Saturday and Sunday shifts.

## **ARTICLE XXIV**

### **VACATION PAY**

24.01 Each eligible hourly rated employee in the Bargaining Unit will receive vacation pay for each year ending June 30th on the following basis:

Up to 1 year's service - 4% of employee's year's earnings.

1 year to 3 years' service - 4% of employee's year's earnings - 2 weeks vacation.

3 years' to 5 years' service - 5% of employee's year's earnings - 2 weeks vacation - 1 week optional.

5 years' to 10 years' service - 6% of employee's year's earnings - 3 weeks vacation.

10 years' to 15 years' service - 7% of employee's year's earnings - 3 weeks vacation - 1 week optional.

15 years' to 20 years' service - 8% of employee's year's earnings - 4 weeks vacation.

20 years' to 25 years' service - 9% of employee's year's earnings - 4 weeks vacation - 1 week optional.

Over 25 year's service - 10% of employee's year's earnings - 5 weeks vacation.

24.02 The Company will post a notice each year by February 14, advising employees of the tentative vacation period.

24.03 Employees will be granted two (2) consecutive weeks of their vacation entitlement. Any employee entitled to more than two (2) weeks will be granted such additional entitlement as follows: the Company will schedule vacations during the vacation year with due consideration of the employee's request.

24.04 (a) Employees must take their entitled vacation each year

(b) Notwithstanding the foregoing, employees laid off may designate, at their option, the first week of waiting on Employment Insurance benefits as vacation.

(c) In addition, employees will only be required to take entitled vacation on the basis of equivalent percentage of accrued vacation earnings.

24.05 When a Paid Holiday as outlined in Article XXV falls within an employee's scheduled vacation, he/she will be given an additional day for such Paid Holiday at the end ~~of~~ such scheduled vacation.

24.06 Employees will only receive their vacation pay cheques when they take their vacation entitlement. Employees taking their vacation before the normally scheduled plant shutdown must state on the vacation request form if they want their vacation pay at this time.

#### **Vacation Allowance Credit**

24.07 Where an employee has been on Workplace Safety and Insurance Board Benefits or Sickness and Accident Benefits but has worked three (3) or more months, he/she ~~will~~ be entitled to receive a vacation allowance credit for a period on WSIB or Sickness and Accident according to the following formula:

(1) Earnings will be calculated, for the period of disability, based on his/her average weekly rate on the last full week he/she worked (less overtime).

(2) Those average earnings will be multiplied by the number of full weeks lost and multiplied by the applicable vacation percentage.

## ARTICLE XXV

### HOLIDAYS

25.01 Paid Holidays are as follows:

1st Year 2002 – 2003 (15)

Good Friday	-	March 29, 2002
Friday before Victoria Day	-	May 17, 2002
Victoria Day	-	May 20, 2002
Canada Day	-	June 28, 2002
Civic Holiday	-	August 5, 2002
Labour Day	-	September 2, 2002
Thanksgiving Day	-	October 14, 2002
Christmas Holiday	-	December 23, 2002
Christmas Holiday	-	December 24, 2002
Christmas Holiday	-	December 25, 2002
Christmas Holiday	-	December 26, 2002
Christmas Holiday	-	December 27, 2002
Christmas Holiday	-	December 30, 2002
Christmas Holiday	-	December 31, 2002
Christmas Holiday	-	January 1, 2003

2nd Year 2003 – 2004 (15)

Good Friday	-	April 28, 2003
Friday before Victoria Day	-	May 16, 2003
Victoria Day	-	May 19, 2003
Canada Day	-	June 27, 2003
Civic Holiday	-	August 4, 2003
Labour Day	-	September 1, 2003

Thanksgiving Day	-	October 13, 2003
Christmas Holiday	-	December 24, 2003
Christmas Holiday	-	December 25, 2003
Christmas Holiday	-	December 26, 2003
Christmas Holiday	-	December 29, 2003
Christmas Holiday	-	December 30, 2003
Christmas Holiday	-	December 31, 2003
Christmas Holiday	-	January 1, 2004
Christmas Holiday	-	January 2, 2004

3rd Year 2004 (14)

Good Friday	-	April 9, 2004
Friday before Victoria Day	-	May 14, 2004
Victoria Day	-	May 17, 2004
Canada Day	-	July 2, 2004
Civic Holiday	-	August 2, 2004
Labour Day	-	September 6, 2004
Thanksgiving Day	-	October 11, 2004
Christmas Holiday	-	December 23, 2004
Christmas Holiday	-	December 24, 2004
Christmas Holiday	-	December 27, 2004
Christmas Holiday	-	December 28, 2004
Christmas Holiday	-	December 29, 2004
Christmas Holiday	-	December 30, 2004
Christmas Holiday	-	December 31, 2004

If Heritage Day (Canada Day) is proclaimed as a holiday, the Civic Holiday where specified above, shall be cancelled.

25.02 All employees with seniority covered by this Agreement, shall be paid eight (**8**) hours pay for the holidays as outlined in Clause 25.01 at their regular hourly rate including C.O.L.A. established by the pay period the employee worked immediately preceding the holiday,

25.03 (a) Qualifications for payment are that such employees must work the full shift hours the working day preceding and immediately following any such holiday, unless he/she has a justifiable excuse for failing to do so.

(b) Where **an** employee misses one (1) qualifying day during the Christmas Shutdown he/she will be ineligible for one (1) paid holiday, if both **qualifying** days are **messed** for the Christmas Shutdown, he/she shall then forfeit two (2) paid holidays for that period and shall be paid for the remaining holidays.

25.04 (a) In the case of certified illness or leave of absence for Union Business, an employee will receive his/her full paid holiday pay if he/she is absent from the plant for a period not exceeding thirty (30) calendar days inclusive of the paid holiday.

(b) Where an employee is on Workplace Safety and Insurance Board Benefit and is also eligible for holiday pay, such combined total pay shall not exceed 100% of the employee's regular pay for forty (40) hours in his/her regular work week.

25.05 For any time worked on the above paid holidays, he/she will be paid at the rate of time and one-half (1 1/2) plus normal holiday pay, to the extent that the hours worked are not part of his/her shift of the day before the holiday or of his/her **shift** of the day **after** the holiday.

25.06 For the purpose of this Agreement, and for night **shift** workers, the shift commencing on the evening of the holiday **shift** shall be recognized as the holiday **shift** for which any overtime rates will apply, and not the shift commencing on the evening before the holiday.

25.07 After an employee attains seniority, he/she will be paid retroactively for all holidays which occurred during his/her probationary period provided he/she qualified in accordance with Clause 25.03 and will receive payment for such holidays on the regular pay period following completion of his/her probationary period.

#### **BIRTHDAY/ SERVICE ANNIVERSARY OPTION**

25.08 (a) Employees will be provided with a birthday and service anniversary option during each year of this Agreement and shall be paid eight (8) hours for such day at their regular hourly rate, if day workers (excluding shift premium and overtime) or if piece workers at their average earned rate (excluding shift premium and overtime).

(b) Such birthday and service anniversary may be taken as time off with pay or at the employee's option may be worked thus providing the employee with an extra eight (8) hours pay for that day.

(c) If the employee's birth date or anniversary date is a Saturday, the employee's option day will be the prior Friday.

(d) If the employee's birth date or anniversary date is a Sunday, the employee's option day will be the following Monday.

(e) In order for employees to qualify for such days, the following requirements must be met:

(1) The employee must have one (1) year's seniority as of the date of his/her birthday or service anniversary. In the case of "Preferential Hires" this provision will be waived.

(2) The employee will be required to notify the Human Resources Department on forms provided by the Company if the employee desires to take his/her birthday or service anniversary as a day off.

(3) The written notification must be submitted five (5) working days in advance of the option to take the day off.

(4) If the employee takes their birthday or service anniversary off without proper notification as specified above, the employee will forfeit the pay he/she normally would have received had he/she properly exercised his option.

(5) A seniority employee absent without a justifiable excuse on either the day before or the day **after** a scheduled birthday or service anniversary shall be ineligible to receive pay for that option.

(6) Seniority employees must be on the active payroll in order to be eligible to exercise their rights for option birthdays or service anniversary in accordance with the above procedure.

(7) **An** employee who is called in to work on his/her birthday or service anniversary and who works shall receive pay as provided in

Article XXV, Section 25.05 of this Agreement, for the hours worked in addition to his/her pay for the option day.

(8) If an employee's birthday or service anniversary is on a paid holiday that falls on a Friday, the employee's option day will be Thursday. If an employee's birthday or service anniversary is on a paid holiday that falls on a Monday, the employee's option day will be a Tuesday.

(9) Where the provisions of this plan create new problems in administration, the local parties will make a good faith effort to agree upon any required changes to resolve such problems.

(10) A "birthday or service anniversary" occurring during the Christmas Shutdown or Vacation Shutdown will be paid without option at the appropriate rate provided under this option plan.

## ARTICLE XXVI

### INJURY ALLOWANCE

26.01 **An** employee injured on the job shall be paid at his/her applicable rate for the balance of his/her shift ~~on~~ which the injury occurred, ~~or~~ on the first occasion only on a subsequent ~~shift~~, if as a result of such injury the employee is sent home or to an outside hospital by instructions of the attending medical officer or the Company's first aid attendant.

26.02 Notwithstanding their position on the seniority list, employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment and who are physically handicapped as a result thereof, will be given such suitable employment by the Company as is available, providing that the normal application ~~of~~ seniority is not violated.

## **ARTICLE XXVII**

### **REST PERIODS**

27.01 Employees shall be allowed a rest period of ten (10) minutes during each half shift. In the event of three (3) shifts), the Company and the Union will negotiate different rest periods.

## **ARTICLE XXVIII**

### **WASH-UP PERIOD**

28.01 The Company will allow a period of five (5) minutes for the purpose of washing up and putting away tools immediately prior to the end of each half shift. In lieu of the five (5) minute wash-up period at the end of the regular shift, any employee working overtime shall take such wash-up period at the conclusion of his overtime assignment.

## **ARTICLE XXIX**

### **INSURANCE, HEALTH & MEDICAL BENEFITS**

29.01 Exhibit "C" which forms part of this Agreement contains the insurance program for employees and their eligible dependents.

## **ARTICLE XXX**

### **BEREAVEMENT PAY**

30.01 (a) In the event of a death in the immediate family of the employee (father, mother, stepparents, current spouse or common-law spouse, son, daughter, son-in-law, daughter-in-law, brother, stepbrother, sister, stepsister, grandparents, grandchildren, parents/stepparents of his/her current spouse, brother or sister of his/her current spouse, stepchildren, stepparents and half brothers and half sisters), he/she will be permitted time off duty with pay at day rate, provided the employee is able



to and does attend the funeral

(b) The length of such absence with pay shall be up to, but not exceeding three (3) working days (one) (1) working day in the case of a grandparent of the employee's current spouse or your brother-in-law/sister-in-law) providing the employee has worked for the Company for thirty (30) days. Payment for such bereavement leave shall not exceed eight (8) hours pay for each day of entitlement.

(c) If the internment is postponed, upon request the employee will be granted one of his/her entitled days on the date of internment. This will be included in the total bereavement entitlement days.

**30.02** If an employee has a death in the immediate family as outlined in Clause 30.01 and the death occurs outside the Province of Ontario and he/she is unable to attend the funeral he/she will be granted his/her full bereavement entitlement with full pay.

**30.03** After an employee attains seniority, he/she will be paid retroactively for any entitled bereavement days, which occurred during his/her probationary period as outlined in this Article.

## **ARTICLE XXXI**

### **JURY DUTY**

**31.01** Any employee with seniority who is called and reports for Jury Duty or Subpoenaed Witness shall be paid the difference between the Statutory pay for such duty and the employee's regular hourly rate or average earned rate, whichever is applicable.

**31.02** When called as a Juror or Subpoenaed Witness, the employee must advise the Company at once.

**31.03** The Company's obligation to pay an employee for Jury Duty or Subpoenaed Witness shall not exceed eight (8) hours pay for each day of entitlement.

**ARTICLE XXXII**

**COST OF LIVING ALLOWANCE**

32.01 With regard to employees covered by this Agreement, effective February 3, 2002 eighty-two (\$0.82) cents shall be added to and become part of the occupational rate of each classification (except incentive base rates) in effect on the date, leaving an eighty-three (\$0.83) cent float.

32.02 (a) All employees in the Bargaining Unit covered by this Agreement shall be subject to the following cost of living formula determining the cost of living allowance as set forth below for all hours worked.

(b) A table will be established outlining the Consumer Price Index Change.

32.03 (a) First adjustment in cost of living allowance will be March 2002. The March 2002 adjustment shall be based on the amount of C.P.I. three (3) month average for November and December 2001 and January 2002 exceeding the C.P.I. three (3) month average for August, September and October 2001. Thereafter, adjustments will be based as provided for in Article 32.04 below.

(b) Adjustments will be made in accordance with the 1992 C.P.I. .0736 = \$0.01

32.04 Effective Date of Adjustment, First Pay Period on or after:	Based on Statistics Canada Consumer Price Index Average for the Following Three Months:
June 15, 2002, 2003 and 2004	February, March and April
September 15, 2002, 2003 and 2004	May, June and July
December 15, 2002 and 2003	August, September and October

March 15, 2003  
and 2004

November, December and January

**32.05** The amount of any cost of living allowance in effect at the time shall be included in computing holiday pay, call-in pay, jury duty pay, bereavement pay and vacation pay.

**32.06** In the event that Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Clause **32.03** and **32.04**, an adjustment in the allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.

**32.07** No adjustments, retroactive or otherwise, shall be made due to any revisions that may later be made in the published figures for the Statistics Canada Consumer Price Index for any month on the basis of which the allowance has been determined.

**32.08** The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly indexes published by Statistics Canada in their present form and calculated on the same basis as the indexes for January, 2002 unless otherwise agreed upon by the parties. If such agency changes the form or basis of calculating its Consumer Price Index, and such index is required to determine the Cost of Living Allowance pursuant to the provisions of this Agreement, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the index for February, 2002. If Statistics Canada cannot supply an index as above, the parties will meet to negotiate an equitable manner for consideration for the remaining C.O.L.A.

**32.09** Payment of cost of living will be included in the employee's regular pay cheque in amounts as provided for in the foregoing determination.

**32.10** Starting with the March, 2002 COLA quarter, the Company will permanently retain one cent (\$0.01) per quarter until eleven cents (\$0.11) is attained.

## ARTICLE XXXIII

### MOVING ALLOWANCE

33.01 In the event the Company elects to move a department, or departments, or the entire plant to a new location, which results in the laying off of seniority employees, employees who are out of work as a result of such transfer may, within thirty (30) days elect to be transferred to the new plant and shall carry with them their seniority and seniority rights and fringe benefits, including S.U.B., Pensions, Life Insurance, Medical Coverage, Hospitalization, Sick and Accident Benefits, Drug and Dental Plan, paid holidays as outlined in Article XXV and vacation with pay to the new plant for the life of this Collective Agreement, which expires February 1, 2005.

33.02 An employee whose seniority is transferred after February 2, 2002 to the new location will be paid a Moving Allowance provided that:

- (a) The plant to which the employee is to be relocated is at least eighty (80) kilometers from the plant from which his/her seniority transferred and;
- (b) as a result of such relocation, he/she changes his/her permanent residence, **and;**
- (c) he/she makes application within six (6) months after assuming his/her new permanent residence in the area of this plant to which he/she was relocated in accordance with the procedures established by the Company.

33.03 The amount of Moving Allowance will be determined as follows:

Kilometers Between Plants	Moving Allowance Amount	
	Single Employees	Married Employees
80 -159.....	\$ 800	\$1600
160-479.....	\$ 850	\$1750
480-799.....	\$ 950	\$1850
800-1599.....	\$1100	\$2200
1,600 or more.....	\$1275	\$2500

**33.04** In the event an employee who is eligible to receive a Moving Allowance under these provisions is also eligible to receive a Moving Allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of Moving Allowance provided, when added to the amount of Moving Allowance provided by such legislation shall not exceed the maximum amount of the Moving Allowance the employee is eligible to receive under the provisions of this paragraph.

**33.05** Only one Moving Allowance will be paid where more than one member of a family living in the same residence are relocated.

## **ARTICLE XXXIV**

### **SKILLED TRADES**

**34.01** (a) Skilled Trades for the purpose of this Agreement shall be as follows:

Electrician  
Electrician (Electronics)  
Millwright/Machine Repairer  
Toolmaker/Tool & Die Maker  
Stationary Engineer  
Lead Hands (Skilled Trades)

**(b)** In the event of the introduction of new classifications of Skilled Trades, the Company will notify the Union of same, and in the event of disagreement the Union will have the right to take same through the Grievance Procedure.

**34.02** Seniority in the Skilled Trades Department shall be by occupation or trades within a department or group of departments. Seniority lists shall be by basic trades or classification.

**34.03** (a) Employees presently working under classification or group listed under Clause 34.01 (as of 1st of February, 1969) shall have their total seniority in their trade classification or group.

(b) Future employees entering the trades classification or group shall have date of entry seniority in the skilled trades as listed under Clause 34.01.

34.04 (a) Production workers will not carry seniority into the trades or classifications listed under Clause 34.01 nor will skilled trades workers exercise seniority in production or non-production groups except where a classification listed under 34.01 is discontinued or eliminated.

(i) Such employee will then exercise his/her total Company seniority for the purpose of displacing a junior employee in the classification for which he/she is qualified, or shall exercise all of his/her Company seniority in the general production, or non-production groups under this Agreement.

(ii) Should a skilled trades employee become medically unfit and unable to follow his/her skilled trades both the Company and the Union will co-operate in endeavoring to place such employee on a job he/she is capable of performing. However, if placed in a non-skilled classification he/she shall then forfeit all skilled rights within the skilled trades.

(b) Journeymen/women hired after an Apprentice is hired shall be laid off before the Apprentice.

34.05 The term "journeymadwoman" as used in this Agreement shall mean any person:

(a) who presently holds a journeyman/woman's classification in a skilled trades occupation or

(b) who has served a bona-fide apprenticeship of four (4) years - 8,000 hours and holds a certificate which substantiates his/her claim of such services, or

(c) who has eight (8) years of practical experience in the skilled trades classification in which he/she claims journeyman/woman's designation and can prove same. A C.A.W./U.A.W. Journeyman /woman's Card will be accepted as proof.

(d) Proof of journeyman/woman status will be shown to the Skilled Trades Committee person prior to a journeyman/woman's hiring.

**34.06** Any further employment in the skilled trades occupation, after signing of this Agreement, shall be limited to journeymen/women and apprentices.

**34.07 (a)** During any period when journeymen/women are unavailable, it is agreed that non- journeymen/women employees whose duties shall be to assist journeymen/women may be hired or reclassified on a temporary basis to supplement the work force in a skilled trades classification and shall be known as a supplemental employee for present employees and new supplemental employees for new hire.

(b) Vacancies for supplemental help which will be for fifteen (15) days or more will be posted for applications. Employees will be selected under the requirements of Article **34.07**.

(c) The opportunity to work as a supplemental employee shall be offered first to seniority employees, who have proven their ability to the Company through relative experience, second to any laid off employee with seniority who has the present ability or an adaptable skill to do the work. If there are no laid off employees eligible, new employees may be hired on a temporary basis.

(d) When a journeyman/woman becomes available either by hire, transfer, or graduation of an apprentice in a skilled classification to which a supplemental employee has been assigned, such journeyman/woman will replace the supplemental employee who shall then be returned to his/her original department.

(e) A supplemental employee shall not accumulate seniority within the skilled trades classification, but shall accumulate plant-wide seniority to return to his/her former job, or to apply for vacancies in the plant as provided elsewhere in this Agreement.

(f) Supplemental employee shall receive ten cents (\$0.10) per hour below journeyman/woman's wage rate of the classification or trade.

(g) Temporary when used in this Article shall be for a period of five (5)

to thirty (30) working days. This period may be extended by mutual agreement for an additional thirty (30) working days or until a journeyman/woman becomes available.

34.08 In the event of an increase or decrease in the force in any skilled trades group or classification as designated in Clause 34.01 the following procedure shall apply:

(a) First supplemental, second probationary employees will be laid off from their skilled trades group or classification.

(b) If any further employees are to be reduced from any skilled group or classification as listed in Clause 34.01, such employees will be laid off or transferred in order of their seniority from such skilled trades group or classification.

(c) It is understood that on the application of seniority within a seniority group the employee must be qualified as per Clause 34.05:

(d) Employees affected by a layoff or cut-back in manpower as per (a) and (b) above shall be offered preferential employment over new hires to fill an open requisition at the Company Employment Office.

#### **INVERSE SENIORITY**

(e) Upon mutual agreement between the Company and the Union the parties may enter into an arrangement applying the concept of inverse seniority on layoffs.

(f) The application is intended to cover layoffs of a limited and known duration.

(g) When a circumstance arises that appears to fit the concept the Company and the Union will promptly and jointly determine if the Inverse Seniority provisions will apply.

#### **CONSIDERATIONS AND APPLICATION**

(h) The layoff must be for a definite period of time and of limited duration.



(i) Employees will be laid off and recalled under the terms of the inverse seniority provisions by classification as determined by the Company and the Union.

(j) It is expressly understood that no provision exists which would allow **an** employee (who exercised an option of being laid off under these provisions) to return to work to be replaced on layoff by another employee during the **pre-determined** period of layoff.

(k) It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of exhaustion or disqualification **from** Employment Insurance Benefits or Company provided Supplemental Unemployment Insurance Benefits.

(l) Nothing in the foregoing shall preclude the Company from recalling an employee prior to the exhaustion of the **limited/pre-determined** layoff period.

(m) If during the **limited/pre-determined** period of layoff it is determined that the layoff needs to be extended for any reason, and **further** provided that the parties agree to **simultaneously** extend these inverse seniority provisions, the employees who elected layoff under these provisions will be canvassed to determine if they wish to continue on layoff. If the laid off employee decides that **he/she** wishes to continue on layoff for an extended time, they will be so permitted. If they choose to return, they will be so permitted and employees from the bottom of the seniority list will be laid off in the traditional manner.

34.09 Recalls shall be made in reverse order of layoffs

34.10 Promotions or transfers to higher paid or better jobs with equal pay within a skilled trade shall be based on the qualifications necessary as a journeyman/woman for such jobs. When these factors are equal the employee with the greater seniority will be given preference.

34.11 (a) A lead hand of skilled trades employees shall be defined **as** one who is a skilled trades employee, who while engaged in **his/her** regular skilled trades occupation, leads or processes the work of two or more employees;

(b) Only a journeyman/woman shall be considered as a lead hand in his/her respective trade, on the understanding that this does not prohibit such lead hand from leading other skilled trades group.

(c) The rates for lead hands of skilled trades employees shall be as follows:

(i) 15¢ per hour when working with a Supervisor at work.

(ii) 75¢ per hour when working without a Supervisor at work.

34.12 (a) The Company agrees to provide a theft insurance policy to cover recognized tools of the trades for skilled trades employees up to a lifetime maximum of \$5,000.00 with no deductible.

(b) Each employee will submit a list of tools to the Human Resources Department.

(c) Tools which are owned by the skilled tradesmen/women and which list of tools have been submitted to the Human Resources Department, the Company agrees to replace these tools if they become broken in the performance of work for the Company.

(d) When metric tools, greater than 22mm, are required the Company will make such tools available for skilled trades employees in the performance of their work. Such tools in excess of 22mm along with metric calibrated measuring instruments will be available in the stockroom and charged out to skilled trades employees when they have need for them.

(e) This does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of utilizing tools or calibrated measuring instruments, nor does it alter the present requirement that skilled trades employees provide their own tools necessary to perform their duties except as provided in the foregoing paragraph.

34.13 All work performed in the skilled trades shall be done by employees who are covered by classification and rates as outlined in this Agreement between the Company and the Union. Notwithstanding the above paragraph, it is understood, that if there is not sufficient work to keep an

employee listed under Clause 34.01 gainfully occupied at his/her own work for eight (8) hours per day, he/she will be permitted to assist any other employee listed under Clause 34.01 until such time as there is work available to him/her in his/her own classification. This, however, does not change the seniority provisions under Clause 34.02.

34.14 The Company will extend advanced training to cover technological advances that have taken place within his/her skilled trades classification as applicable in the Beards Lane Plant, Woodstock, Ontario.

34.15 (a) All overtime work is to be on a voluntary basis and is to be equalized to those employees within the classifications required to work. The Company will supply a list of employees working to the Committeeperson of the department and the Company will maintain a record of all overtime in the department.

(b) Notwithstanding the above, if the employees necessary to perform necessary overtime maintenance functions, refuse such overtime, then the employees of skilled trades from the bottom of the seniority list must perform such overtime work.

34.16 The Company agrees shifts in the skilled trades will be on a rotating basis unless mutually agreed otherwise.

34.17 "All Skilled Trades" employees covered under Clause 34.01 of this Supplemental Agreement shall have the amount of one-half (1/2) hours pay per year deducted from their pay in the month of January of each year to be submitted to the Financial Secretary of Local 636, C.A.W., along with a list of names for each deduction.

34.18 The Company agrees rates specified in the skilled trades are minimum rates and the Company shall have the right to grant, on employee request, an increase over the rate stated in the schedule of wages - the Union shall be notified of any such increase.

34.19 Where possible the Company will utilize organized contractors to perform work within the plant.

34.20 Nothing in this Agreement shall be construed so as to deprive any employee of skilled trades of any right, privileges - such as insurance,

pension, S.U.B., holiday or vacation pay, etc., that are covered in the body of this Agreement.

**34.21** There shall be no numerical or alphabetical classifications within the skilled trades and equal rates will be paid for all classifications.

**34.22** The provisions governing recognition, representation and working conditions peculiar to the skilled trades classifications shall apply to those classifications listed in Clause **34.01**.

**34.23** No skilled tradesman/woman will be required to repair, weld or adjust any machinery while it is operating, if there is a risk of injury, unless such adjustment is an integral part of such repair while the machinery is in operation. Whenever required for proper repair or safety of skilled trades employees, the machine areas will be reasonably cleaned before repairs are undertaken. The parties agree this will not be abused as to the degree of cleanliness.

**34.24** The Apprenticeship Agreement (Appendix "D") is considered part of this Article XXXIV covering apprentices in the Electrician - Plant Maintenance, Machine Repair (Millwright) and Toolmaker/Tool & Die Maker trades.

**34.25** The Skilled Trades Committeeperson and/or his/her Steward will have the right to meet with the Company representative at a mutually agreeable time to try and resolve any skilled trades dispute that may **arise** rather than other designated Union representatives.

## **ARTICLE XXXV**

### **INCENTIVE PLAN**

**35.01** The Company retains the right to institute **an** incentive plan. Any incentive plan will not be inconsistent with the provisions of this Agreement. Before instituting an incentive plan the Company will discuss such plan with the Union.

## ARTICLE XXXVI

### HEALTH AND SAFETY

36.01 (a) The Company shall continue to make all reasonable provision for the safety and health of the Company's employees during the hours of their employment.

(b) Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company, in accordance with the practice now prevailing in each separate department, and the Union will co-operate with the Company in seeing that such protective devices etc., are properly used.

36.02 The Company will supply safety prescription glasses to employees free of charge provided they are purchased from an approved Company source.

#### **Safety Committee**

36.03 (a) The Safety Committee shall be composed of three (3) members of Management and three (3) members of the Bargaining Unit. The Committee shall make recommendations concerning safety rules and practices to Management.

(b) Up to three (3) alternate Bargaining Unit employees will be recognized to replace regular Bargaining Unit Safety Committee Members who are absent due to Vacation, Sick and Accident, Workplace Safety and Insurance Board Benefits or Leave of Absence.

(c) All members of the Joint Health and Safety Committee will take a thirty (30) hour Health & Safety course during the life of this agreement the cost of which will be borne by the Company.

#### **Safety Shoes**

36.04 (a) The Company will pay an allowance towards the purchase of one (1) pair of safety shoes once per year. This article shall not be construed as a guaranteed amount and consequently safety shoes purchased for less than the allowance by any employee will not qualify such employee to any consideration by way of financial reimbursement or credit. It is further understood that such safety shoes must be purchased before

financial consideration is entertained.

(b) The allowance will be as follows:

Effective February 3, 2002 \$130.00

Effective February 2, 2003 \$135.00

Effective February 2, 2004 \$140.00

36.05 New employees will be reimbursed for safety shoes upon successful completion of their probationary period in accordance with Article 36.04 and provided a receipt for the safety shoes is produced.

36.06 On employee request, personal medical information will be made available to his/her family physician.

## **ARTICLE XXXVII**

### **INVENTORY AND VACATION SHUTDOWN PAY**

37.01 (a) Employees required to take inventory will be paid their regular rate of pay.

(b) Employees required to work during the vacation shutdown period will receive their regular rate of pay if production is scheduled if not, he/she will be paid the rate of machine operator.

## **ARTICLE XXXVIII**

### **A PROGRAM OF PAID EDUCATION LEAVE**

38.01 The Company agrees to pay into a special fund one cent (\$0.01) per hour per employee for all hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to the C.A.W. Leadership Training Program, P.O.Box 897, Port Elgin, Ontario, NOH 2C0.

38.02 The Company further agrees that members of the Bargaining Unit selected by the Union to attend such courses, will be granted a leave of absence without pay for up to twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. It is understood with respect to the number of employees selected for training, that the Company will not be deprived of the skills necessary to maintain normal production operations. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE XXXIX**

### **PREFERENTIAL HIRING**

39.01 In the event an employee at Beards Lane with seniority, is permanently laid off, such employee will be given preference over applicants for employment at the other Woodstock Division operation provided the employee makes written application for preferential hiring within fifteen (15) calendar days from the date of his/her most recent notice of layoff.

39.02 Applicants for preferential hiring must meet all of the hiring requirements at the other plant where employment is offered and if hired shall be subject to the provisions of the Collective Bargaining Agreement at that plant.

39.03 Upon recall from the Plant, laid off employees shall have the option of returning to their original plant and all seniority at the secondary plant will be cancelled. If any employee elects to remain at the secondary plant, all seniority accumulated at the original plant will be cancelled. Employees are expected to work out the balance of available time prior to first day of recall.

39.04 **An** employee who applies for preferential hiring and is offered employment at the other plant must report for work within 5 days from the date he/she is notified that a job is available for him/her. If the employee fails to report for work within such five (5) day period he/she shall not be eligible for further preferential hiring.

39.05 Employees accepted for hire under these preferential hiring provisions or the provisions of Article 34.08 (d) will not be subject to the benefit, vacation time, vacation pay and pay reductions which other new hires would be subject to.

## **ARTICLE XL**

### **APPENDICES AND PLANS**

40.01 All appendices and exhibits (Non Contributory Pension Plan, Supplemental Unemployment Benefit Plan, Separation Plan and Automatic Short Week Plan) form part of this Agreement. It is agreed by both parties to this Agreement that no matter respecting the provisions of these plans or amendments thereto shall be subject to the Grievance Procedure established in this Agreement.

## **ARTICLE XLI**

### **TUITION REIMBURSEMENT**

41.01 The Company will reimburse employees to a maximum of one thousand five hundred dollars (\$1500.00) for tuition for the successful completion of a course, applicable to his/her current position with the Company or likely to enhance his/her promotional opportunities within the Company, taken on his/her own time to upgrade himself/herself. Such courses must be approved by the Human Resources Department before the employee enrolls for such course to be eligible for this reimbursement.

## **ARTICLE XLII**

### **DURATION OF AGREEMENT**

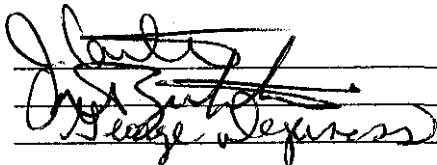
42.01 This Agreement shall be in full force and effect from February 2, 2002 to 11:59 p.m. February 1, 2005, and shall thereafter continue for a further period of one (1) year unless not more than ninety (90) days or less than thirty (30) days before the expiration date either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date.



**IN WITNESS WHEREOF THE SAID PARTIES HAVE  
HEREUNTO SIGNED**

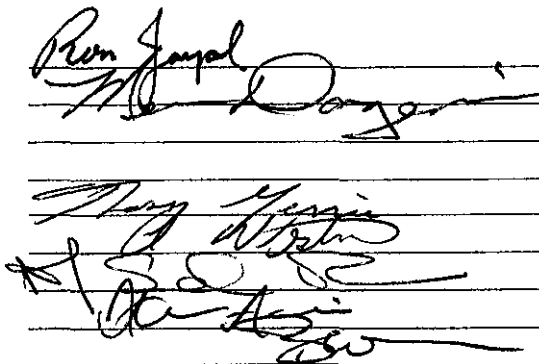
**For KELSEY-HAYES CANADA LIMITED, BEARDS LANE PLANT**

J. Carter  
N.S. Birtch  
G. Degerness  
L. Knight  
S. Kiwicz

  
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**For THE NATIONAL UNION, National Automobile, Aerospace,  
Transportation and General Workers Union of Canada (CAW-Canada) and  
its Local 636, Woodstock, Ontario:**

R Joyal  
J. Wareham  
T. Squire  
M Dagenais  
R Gerrie  
A Westra  
S Potter  
S. Avis  
B. Ware

  
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**DATED AND SIGNED THIS 15 DAY OF FEBRUARY 2002.**

## WAGE SCHEDULE – APPENDIX “A”

Effective February 3, 2002

### Direct Classifications

Machine Operator	21.17
Auto Paint Systems	21.22
Salvage & Repair	
- Inspection Department	21.27
Transfer Machine Operator	21.28
Finisher Operator	21.33
Utility Operator	21.33
Numerically Controlled Lathe Operator	21.38

### Indirect Classifications

Janitor	21.07
Lift Truck Operator	21.22
Material Control Clerk (Shipping/Receiving)	21.32
Material Control Clerk (Stockroom)	21.32
Oiler	21.37
Inspector – Floor	21.56
Set Up Person	21.61
Stationary Engineer	25.95
Millwright/Machine Repair	25.95
Electrician	25.95
Toolmaker/Tool & Die Maker	25.95

New Hire Rate: With the exception of those classifications listed in Article 34.01 (a), start rate at 80% of base rate; add 5% after every 13 full weeks to reach 100% of base after 52 full weeks; COLA payable in addition.

Lead Hands to be paid 15¢ per hour over regular rates

Machine Operator and Set Up: If an operator is required to make a change-over or is required to assist the Set Up Person to make a change-over, the Company agrees to pay set up rate for hours worked. However, it is part of the operator's job to make necessary adjustments to maintain the set up during that production run.

**“Employees re-assigned or transferred due to a successful job bid shall receive 10¢ below the top rate. The employee shall automatically progress to the top rate in 30 days.”**

**Machining Centre Premium is 18¢ per hour**

**Electronics Premium is 35¢ per hour.**

**Inspector/Palletizer premium is 10¢ per hour.**

## WAGE SCHEDULE – APPENDIX “B”

Effective February 3, 2003

### Direct Classifications

Machine Operator	21.52
Auto Paint Systems	21.57
Salvage & Repair	
- Inspection Department	21.62
Transfer Machine Operator	21.63
Finisher Operator	21.68
Utility Operator	21.68
Numerically Controlled Lathe Operator	21.73

### Indirect Classifications

Janitor	21.42
<b>Lift</b> Truck Operator	21.57
Material Control Clerk (Shipping/Receiving)	21.67
Material Control Clerk (Stockroom)	21.67
Oiler	21.72
Inspector –Floor	21.91
Set Up Person	21.96
Stationary Engineer	26.80
Millwright/Machine Repair	26.80
Electrician	26.80
Toolmaker/Tool & Die Maker	26.80

New Hire Rate: With the exception of those classifications listed in Article 34.01 (a), **start** rate at 80% of base rate; add 5% after every 13 full weeks to reach 100% of base after 52 full weeks; COLA payable in addition.

Lead Hands to be paid 15¢ per hour over regular rates.

Machine Operator and Set Up: If an operator is required to make a change-over or is required to assist the Set Up Person to make a change-over, the Company agrees to pay set up rate for hours worked. However, it is part of the operator's job to make necessary adjustments to maintain the set up during that production run.

**“Employees re-assigned or transferred due to a successful job bid shall receive 10¢ below the top rate. The employee shall automatically progress to the top rate in 30 days.”**

**Machining Centre Premium is 18¢ per hour**

**Electronics Premium is 35¢ per hour.**

**Inspector/Palletizer premium is 10¢ per hour.**

## WAGE SCHEDULE – APPENDIX “C”

Effective February 2, 2004

### Direct Classifications

Machine Operator	21.92
Auto Paint Systems	21.97
Salvage & Repair	
• Inspection Department	22.02
Transfer Machine Operator	22.03
Finisher Operator	22.08
Utility Operator	22.08
Numerically Controlled Lathe Operator	22.13

### Indirect Classifications

Janitor	21.82
Lift Truck Operator	21.97
Material Control Clerk (Shipping/Receiving)	22.07
Material Control Clerk (Stockroom)	22.07
Oiler	22.12
Inspector – Floor	22.31
Set Up Person	22.36
Stationary Engineer	27.20
Millwright/Machine Repair	27.20
Electrician	27.20
Toolmaker/Tool & Die Maker	27.20

New Hire Rate: With the exception of those classifications listed in Article 34.01 (a), start rate at 80% of base rate: add 5% after every 13 **full** weeks to reach 100% of base after 52 **full** weeks; COLA payable in addition.

Lead Hands to be paid 15¢ per hour over regular rates.

Machine Operator and Set Up: If an operator is required to make a change-over or is required to assist the Set Up Person to make a change-over, the Company agrees to pay set up rate for hours worked. However, it is part of the operator's job to make necessary adjustments to maintain the set up during that production run.

**“Employees re-assigned or transferred due to a successful job bid shall receive 10¢ below the top rate. The employee shall automatically progress to the top rate in 30 days.”**

**Machining Centre Premium is 18¢ per hour**

**Electronics Premium is 35¢ per hour.**

**Inspector/Palletizer premium is 10¢ per hour.**

**LETTER OF INTENT**

October 30, 2001

When there is a requirement by the Company to transfer Production employees to other shifts, the **shifts** will be rotated first then, the transfer will be done by the junior-most employee who is able to perform the work required.

The Company will continue its practice of rotating **shifts** each two (2) weeks.

This letter is not intended to offset Management's rights to schedule employees or demote employees in line with seniority due to layoff.

N. S. Birtch  
Manager, Human Resources

**LETTER OF INTENT**

October 26, 2001

The parties agree that in the event that a Weekend Worker shift is reduced for any reason, the junior-most employees in the department and classification affected will be returned to their original job within the classification within **8** consecutive weeks of commencement. Eight (8) consecutive weeks or longer, **affective** employees on Weekend Worker shifts will either return to the open position within the classification or displace the junior-most employees in their classification on a regular week day shift.

N. S. Birtch  
Manager, Human Resources

**LETTER OF INTENT**

October 17, 1995

When new jobs emerge within **an** existing classification, the Union Committee will be notified.

Bernard L. West  
Manager, Human Resources



## LETTER OF INTENT

October 31, 2001

During negotiations, the Company agreed that it would not require employees to use their previously scheduled vacation prior to the Company granting a leave of absence.

N. S. Birtch  
Manager, Human Resources

## LETTER OF UNDERSTANDING

November 15, 2001

Employees may, at his/her discretion, receive full payment of overtime hours worked or elect to bank the equivalent paid overtime hours in lieu of payment in accordance with the following conditions:

Time off in lieu of overtime hours will be accumulated at the applicable rate.

Example: Eight (8) hours worked at time and one half = four **(4)** hours banked and eight (8) hours paid or 12 hours paid.  
Eight (8) hours worked at double time = eight **(8)** hours banked and eight (8) hours paid or 16 hours paid.

Employees cannot bank more than forty **(40)** hours from January 1<sup>st</sup> to December 1<sup>st</sup> of each year.

Time off must be taken in terms of increments of eight (8) hours.

Employees will cash in any accumulated lieu days if such time is not taken by December 1<sup>st</sup> of that year and the Company will pay out the unused lieu days on the next following regular pay. However, with notice prior to December 1<sup>st</sup>, banked time may be used between December 1<sup>st</sup> and January 1<sup>st</sup> and the monies will be paid in the following pay period.

All requests to bank overtime hours must be made at the time overtime is offered and on the appropriate form supplied by the Company. A signed copy (company and employee) will be given to the employee.

When employees request their lieu days off they shall do so with five (5) working days notice on the appropriate form supplied by the Company and the Company will endeavour to accommodate employee's needs in this respect. The Company will supply a reasonable explanation if employees are not granted the dates requested. In such cases the Company will provide alternative dates to the employee for his her satisfaction.

The Company shall reply in writing, within three (3) working days of the request.

Bank time request will be on a first received first granted basis. In the event that two (2) or more employees' request to use banked time on the same day, seniority will prevail.

The employee must own the bank time prior to making the request for bank time.

When payment for banked time is made to an employee, the amount per hour for such time shall be calculated upon the basis of the date on which the banked time was earned.

N. S. Birtch  
Manager, Human Resources

### **LETTER OF INTENT**

October 20, 1998

The following item has been agreed to between the parties:

The Company agrees to stock coveralls in the **Stockroom** for the use of employees when employed on jobs which are excessively dirty.

B. L. West  
Manager, Human Resources

**LETTER OF INTENT**

During negotiations for the 1984 - 1987 Collective Agreement the Company agreed to implement a program to help troubled employees with problems such as drug or alcohol dependence.

B. L. West  
Manager, Human Resources

**LETTER OF INTENT**

October 23, 2001

During the Summer Vacation Shutdown when it is determined that it will be necessary to have some people working, a notice to that effect will be posted by May 1<sup>st</sup> and employees interested in working will enter their names on the list.

Employees necessary to perform such work will be selected on the basis of seniority, subject to ability to perform the work required.

N. S. Birtch  
Manager, Human Resources

**LETTER OF INTENT**

January 28, 1987

During the course of contract negotiations, the parties discussed the impact of new technology, as it affects the skill level of employees. In this regard, the Company agrees to consider, as the need arises, formal and/or on-the-job training that will assist employees in maintaining competency in their respective areas of responsibility.

B. L. West  
Manager, Human Resources

**LETTER OF UNDERSTANDING  
BETWEEN  
KELSEY-HAYES CANADA LIMITED  
(BEARDS LANE PLANT)  
WOODSTOCK, ONTARIO  
and  
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-  
CANADA) AND ITS LOCAL 636**

The Company and the Union mutually agree that the Material Control Clerk in Shipping and/or Receiving may occasionally be temporarily assigned to load or unload vehicles (i.e. trailers, rail cars) as may be required due to unavailability of Fork Truck Operators.

In addition, for the purposes of overtime equalization, the Material Control Clerk(s) in Shipping and/or Receiving will be considered in a separate overtime sharing group.

**FOR THE UNION**

R. Gerrie  
M. Birmingham  
R. Huntley  
R. Turner  
L. Leonhardt  
J. Flynn

DATED: January 15, 1990

**FOR THE COMPANY**

B. L. West  
W. MacDonald  
J. Oldford  
L. Langdon  
G. Drake

**LETTER OF INTENT**

August 26, 1992

During negotiations the Company agreed to continue the practice of allowing a minute of silence on the National Day of Mourning.

B. L. West  
Manager, Human Resources

**LETTER OF UNDERSTANDING  
BETWEEN  
KELSEY-HAYES CANADA LIMITED  
(BEARDS LANE PLANT)  
WOODSTOCK, ONTARIO**

**and**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-  
CANADA) AND ITS LOCAL 636**

This will confirm the understanding of the parties that the company intends to train all affected skilled trades employees insofar as is necessary in new technology introduced into the plant.

**FOR THE UNION**

C. Grant  
M. P. Birmingham  
R. Gerrie  
R. Turner  
L. Robblee  
R. J. Huntley

**FOR THE COMPANY**

L. A. Conroy  
B. L. West  
G. R. Predki  
J. Oldford

Dated October 4, 1995

**LETTER OF INTENT**

October 11, 1995

During negotiations for the 1996-1999 Collective Agreement the parties discussed in-plant air **quality**.

The Company advised the Union that it would not be restricted to any single supplier of chemicals strictly on the basis of economy.

Furthermore, the Company **will** endeavor to improve air quality **in** the plant through investigation of alternate chemicals.

Bernard L. West  
Manager, Human Resources

**LETTER OF INTENT**

October 11, 1995

This will serve to confirm the commitment of the Company during negotiations to allow up to two (2) (and possibly more) Inspection employees off on vacation during a given week provided operations are not impaired in any way.

Bernard L. West  
Manager, Human Resources

**LETTER OF INTENT**

October 28, 1998

Wherever possible, when weekend overtime is scheduled the lowest hours employee in the classification will be asked first for coverage on the shift he/she was working during the week.

If the overtime is not scheduled for his/her shift but on two (2) other shifts he/she (with the lowest overtime hours) will be given the choice of available shifts.

This is not to say that overtime **will** be equalized between shifts

B. L. West  
Manager, Human Resources

**LETTER OF INTENT**

October 28, 1998

The Company agrees that it will continue the procedure outlined below in relation to weekend overtime shift assignment practices in the skilled trades group:

1. If one shift is working, the person with the lowest hours will be asked.
2. If two (2) or more shifts are working, the person with the lowest hours will be asked for the shift he/she is working if that shift is required.

B. L. West  
Manager, Human Resources

**LETTER OF INTENT**

November 6, 1998

During negotiations for the 1999-02 Collective Agreement, the Company agreed to contribute \$0.11 per hour worked to the C.A.W. for the purpose of establishing a Legal Services Plan, The subject Plan would cover the employees with one or more years of seniority.

Bernard L. West  
Manager, Human Resources

**LETTER OF INTENT**

October 17, 1995

During negotiations for the 1996-1999 Collective Agreement the parties discussed the potential of change to the Occupational Health and Safety Act.

The Company advised the Union that in spite of any potential change to the subject act that, as a Company, Kelsey-Hayes had no intention of taking advantage of employees health and safety as it pertains to the current "right to refuse" provisions of the existing legislation.

Bernard L. West  
Manager, Human Resources

**LETTER OF INTENT**

October 26, 1995

The Company agrees to supply skilled trades persons with a combination three work shirts, three work pants, and four coveralls. This clothing is not the property of the employee and will be maintained by the Company.

Bernard L. West  
Manager, Human Resources

**LETTER OF INTENT**

October 28, 1998

The Company and the Union agree to provide training in lock-out, confined space, and WHMIS. A condensed four (4) hour training overview will be given prior to starting work in the plant. Detailed training will be completed during the probationary period, and may be provided but not limited to Joint Health & Safety Committee trainers.

Bernard L. West  
Manager, Human Resources

**LETTER OF INTENT**

October 28, 1998

During negotiations the Company agreed, provided one is in attendance at the plant, to have a committee person/steward present when overtime is offered by telephone.

Bernard L. West  
Manager, Human Resources

**LETTER OF INTENT**

September 10, 1992

**This** will confirm the intent of the Company to restrict the start-up and shutdown of the non-regulated screw compressor(s) to skilled trades employees of the bargaining unit.

B. L. West  
Manager, Human Resources

**LETTER OF INTENT**

During negotiations for the 2002-2005 Collective Agreement, the Company agreed to pay a one time tool allowance to each skilled trades journeyman/woman in the amount of \$200.00 the week commencing February 3, 2002.

N.S. Birtch  
Manager, Human Resources



## LETTER OF INTENT

October 25, 2001

When there is a requirement by the Company to transfer Skilled Trades employees to other shifts, the shifts will be rotated first, then the senior employee in the classification on the shift affected will have the option of the shift change.

If there are no volunteers, the junior employee on the shift will be transferred to the required shift.

N. S. Birtch  
Manager, Human Resources

## LETTER OF INTENT

October 25, 2001

During the 2001 negotiations, the Company and the Union discussed at length the Company's policy concerning the performance of maintenance or trades work and the circumstances under which it may be contracted out. It is recognized and understood that, at times, and for varying reasons, it is not considered practical or advisable for certain work to be performed in-house. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed. This letter is not to be regarded as affecting that right. Provided, however, we have the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality and within projected time limits. It is the policy of the Company to fully utilize its own employees in the skilled trades classifications in the performance of maintenance, fabrication and installation of equipment customarily performed by the Skilled Trades workforce in the plant. The Company will provide the Skilled Trades Committeeperson with 5 days notice whenever possible of outside contracting relating to work which is normally performed by the Skilled Trades workforce.

Plant management shall meet no less than semi-annually with the skilled trades committee person to review projected work loads regarding the installation, maintenance and repair of existing or new equipment.

No bargaining unit skilled trades journeyman/journey-woman with the appropriate skills and ability and who customarily performs the work in question will be indefinitely laid off **as** a direct and immediate result **of** work being performed by outside contractors, provided that the Company has the necessary facilities and equipment and the work can be performed by such employees in **a** competitive manner.

Furthermore, if outside contractors are working past the normal eight (8) hour shift, skilled trades employees equal to the number of contractors will be given the same opportunity for such overtime.

N. S. Birtch  
Manager, Human Resources

### **LETTER OF UNDERSTANDING**

October 25, 2001

This will confirm the understanding of the work formerly performed by the Stationary Engineer when final attrition occurs.

The parties understand that all prior duties performed by the Stationary Engineer will be distributed to the millwright/machine repair, electrician classification with the exception of water tower chemistry and safety systems on scrubbers, sweepers and lift trucks.

N. S. Birtch  
Manager, Human Resources

### **LETTER OF INTENT**

October 25, 2001

This letter will confirm the intent of the Company to provide Skilled Trades employees with the first opportunity to troubleshoot breakdowns. Technical Support employees will be dispatched to provide support with troubleshooting production stoppages, provide technical instruction as required, and other assistance to meet and maintain the production requirements of the plant.

N. S. Birtch  
Manager, Human Resources

**LETTER OF INTENT**

October 25, 2001

During negotiations, the Company agreed to advise Skilled Trades employees of upcoming training and provide a sign up sheet. Training will be offered by seniority to interested employees.

This does not restrict the right of the Company to determine the number of employees to be trained.

N. S. Birtch  
Manager, Human Resources

**LETTER OF INTENT**

October 25, 2001

This letter will serve to confirm the commitment of the Company to replace broken, lost or stolen tools for Skilled Trades employees within 10 days of proper notification to the Company. The Skilled Trades Committeeperson will be informed if there any difficulties meeting this timeframe.

This timeframe does not apply to replacement of unique or unusual tools that must be specially ordered.

N. S. Birtch  
Manager, Human Resources

**LETTER OF INTENT**

During negotiations **for** the 2002-2005 Collective Agreement in connection with the Non-contributory Pension Plan, the Company agreed that employees retired under the Plan will receive a lump sum payment of \$6.00 times years of credited service plus \$100.00 to a maximum of \$280.00, payable February 1, 2002, February 1, 2003 and February 1, 2004. Surviving spouses receiving a benefit under the Plan will receive a lump sum payment of \$3.60 times years of credited service plus \$100.00 to a maximum of \$208.00, payable February 1, 2002, February 1, 2003 and February 1, 2004.

N.S. Birtch  
Manager, Human Resources

## APPENDIX "D"

### APPRENTICESHIP PLAN

#### Article 1

- a) The term "Company" shall mean the Kelsey-Hayes Canada Limited.
- b) The term "Union" shall mean the duly authorized representatives of the National Union, Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local Union 636.
- c) "Registration Agency" on labour standards shall mean the "Manpower Training Branch, Ministry of Colleges and Universities" "Registration Agency" for the apprentice as a student, covering related instruction shall mean Community Colleges as provided by the Ontario Government.
- d) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and his parent or guardian if he is a minor, which agreement shall be registered with the Registration Agencies.
- e) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he has been assigned under these standards and who is covered by a written agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- f) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
- g) "Supervisor of Apprentices" shall mean the person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.
- h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

## APPLICATIONS

### Article 2

Applications for Apprenticeship will be received by the Human Resources Department of the Company from applicants considering themselves eligible under this programme of training, and after consideration and investigation by the Human Resources Department, these applications will be turned over to the Joint Apprenticeship Committee for final approval or disapproval.

## APPRENTICESHIP ELIGIBILITY REQUIREMENTS

### Article 3

In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:

1. He/she must have a Grade 12 S.T. & T. and/or its equivalent.
2. He/she must be between 18 and 26 years of age and present employees 18 years of age or older.
3. Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the apprenticeship.

## CREDIT FOR PREVIOUS EXPERIENCE

### Article 4

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance with these standards for applicable experience.

Evaluated work experience must have been gained under an apprenticeship programme or under a trainee, upgrader and/or changeover programme and not in a trade school or vocation school.

Returned veterans may have their service work record evaluated and credit

given on apprenticeship for applicable experience gained in the Armed Services after evaluation by the Joint Apprenticeship Committee.

### **TERM OF APPRENTICESHIP**

#### **Article 5**

The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instruction as outlined in Appendices attached hereto.

#### **Article 6**

The first 500 hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement may only be cancelled by the Joint Apprenticeship Committee. The Registration Agencies shall be advised of all such cancellations.

### **HOURS OF WORK**

#### **Article 7**

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the skilled men/women employed by the corporation. In case an apprentice is required to work overtime he/she shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen/women established by these standards is maintained.

### **RATIOS**

#### **Article 8**

The ratio of apprentices in training to journeymen/women should not exceed one apprentice to five journeymen/women. However, it is understood that the Company and the Union may mutually agree to establish a ratio of apprentices to journeymen/women in excess of the one to five ratio in accordance with the plant needs and tooling programs; provided that, in the event of a reduction in force, the apprentices in excess of the one to five ratio will be laid off before any journeymen/women in that trade are laid off. Thereafter, apprentices shall be laid off

proportionately to maintain such ratio insofar as practical, except that a minimum of one apprentice may be retained in each trade so long as at least one journeyman/woman remains employed in that trade. The above notwithstanding, for those Skilled Trades Group where there are less than five journeymen/women employed, one apprentice may be hired.

**An** employee having seniority in the plant who enters the apprentice training program shall, during the period of his/her apprenticeship, retain and accumulate seniority in his/her former seniority group and, if laid off or dismissed from the apprentice training program, he/she shall be returned to his/her former seniority group in the plant in line with such established seniority in his/her former seniority group.

When the work force is increased in a trade, apprentices must be recalled according to trade apprentice seniority when the journeymen/women increase permits the maintenance of the ratio used at the time of layoffs. Thereafter, all apprentices in a trade shall be recalled before any new journeymen/women shall be hired.

## **DISCIPLINE**

### **Article 9**

The Committee shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause such as:-

- a) Inability to learn.
- b) Unreliability.
- c) Unsatisfactory Work.
- d) Lack of interest in his work or education.
- e) Improper conduct.
- f) Failure to attend classroom instructions regularly

## **WAGES**

### **Article 10**

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages, as follows:-

1st 1,000 hours (6 months) -  
Production Operators' Rate

2nd 1,000 hours -  
Production Operators' Rate + 10% of Rate of Difference

3rd 1,000 hours -  
Production Operators' Rate + 20% of Rate of Difference

4th ,000 hours -  
Production Operators' Rate + 30% of Rate of Difference

5th ,000 hours -  
Production Operators' Rate + 40% of Rate of Difference

6th 1,000 hours -  
Production Operators' Rate + 55% of Rate of Difference

7th 1,000 hours -  
Production Operators' Rate + 70% of Rate of Difference

8th 1,000 hours -  
Production Operators' Rate + 85% of Rate of Difference

**"RATE OF DIFFERENCE"** shall be the difference between a Machine Operators' Rate and the rate established for a journeyman/woman classification for which the apprentice is training.

The apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plant employees, where such contract provisions exist.

Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.

When an apprentice has completed 8,000 hours of training, he/she is to receive not less than the minimum rate to skilled journeymen/women in the classification or trade in which he/she has served his/her apprenticeship after approval of his/her completion of training by the Joint Apprenticeship



## Committee

The apprentice shall be paid his/her regular hourly rate for actual school attendance. If the apprentice is sent to a Community College, Trade School or other outside course, for any period of time, the Company agrees to make up the difference in pay he/she would have received had he/she remained in the plant.

The Corporation agrees to pay, on behalf of apprentices covered by this Agreement, for books, registration fees and/or tuition required in connection with related training under the apprentice program.

## **RELATED INSTRUCTION AND SCHOOL ATTENDANCE**

### **Article 11**

#### **(a) Provision for Schoolroom Instruction Apprentices**

Each apprentice shall enroll and attend classes for not less than four **(4)** hours weekly for a minimum of 168 hours per year, according to instructions by the Joint Apprenticeship Committee. Hours of schooling are counted as part of the total number of hours required in the apprenticeship in each trade. Each apprentice, after enrollment in such classes, shall be registered with a Community College as an apprentice student upon the forms furnished for this purpose.

#### **(b) Approval of Classroom Instruction**

Classroom instruction furnished by a Community College shall meet with the approval of the Joint Apprenticeship Committee. The schedule of related instruction shall be outlined in Appendices attached hereto.

#### **(c) Enforcement of School Attendance**

In case of failure on the part of any apprentice to fulfil his/her obligation as to school attendance the Joint Committee may suspend or revoke his/her apprenticeship agreement, and the Company hereby agrees to carry out the instructions of said committee in this respect. The apprentice and his/her parent or guardian hereby agree to abide by any such determination of such

committee. "Manpower Training Branch, Ministry of Colleges and Universities", Community College and the National Union, C.A.W. shall be notified of any such cancellation as this will terminate the eligibility of the apprentice as a student.

## **JOINT APPRENTICESHIP COMMITTEE**

### **Article 12**

There is hereby established a Joint Apprenticeship Committee as defined in Article 1. This committee shall be composed of equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a chairperson and a secretary. When a Company member is Chairperson, a Union member shall be secretary and vice versa. The Committee shall meet on call of the Chairperson or secretary or any two members of the Joint Committee. It shall be the duty of the committee;

1. To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept, as well as the benefits he/she will receive. This will allow the Committee to designate whom they choose as interviewers, not necessarily Committee members.
2. To accept or reject applicants for apprenticeship after preliminary examination by the Human Resources Department of the Company; and to maintain a list of eligible applicants in the chronological order in accordance with their date of filing of application.
3. To place apprentices under agreement.
4. To hear and decide on all questions involving apprentices which relate to their apprenticeship.
5. To determine whether the apprentice's scheduled wage increases shall be withheld in the event that he/she is delinquent in his/her progress.
6. To offer constructive suggestions for the improvement of

training on the job.

7. Certify the names of graduate apprentices to the Registration Agencies and recommend that a certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless approved by the Committee.

8. In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the Apprentices under these standards.

## SUPERVISION OF APPRENTICES

### Article 13

Apprentices shall be under the general direction of the Supervisor of the Department and under the direct direction of the Supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training.

The Supervisor of Apprentices shall prepare adequate record forms to be filled in by the Supervisor under whom the apprentices receive direct instructions and experience.

The Supervisor shall make out a report once a month to the Supervisor of Apprentices on the work and progress of apprentices under their supervision. The Supervisor of Apprentices shall follow closely the progress in conjunction with the school and he/she shall record such progress in accordance with the direction of the Supervisor of the school. The Supervisor of Apprentices shall have the final responsibility as a representative of the Company for the progress of the apprentice; an apprentice should be dropped from the program for unsatisfactory progress. In case of termination the registration agencies should be consulted with the reasons therefore.

## **TOOL ALLOWANCE**

### **Article 14**

Upon acquiring seniority in an apprentice group, the apprentice will be furnished a tool box, which will become the property of the apprentice upon graduation. The employee may choose any tool box he/she prefers but will be required to pay **any** costs that exceed the Canadian Tire #58-0905-2 Box .

An apprentice who completes a period of 1,000 hours of work in the apprentice program after the effective date of the Agreement will be paid an allowance for the purchase of tools for each completed periods as follows:

Electrician Apprentice	\$125.00
Millwright/Machine Repairer Apprentice	\$145.00
Toolmaker Apprentice	\$125.00

Management will assist the apprentice in obtaining tools

## **SENIORITY**

### **Article 15**

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in the tool and die department and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice shall be given seniority equal to 100% of time spent on course as a journeyman/woman.

## APPRENTICESHIP AGREEMENT

### Article 16

Every apprentice Agreement entered into under this Standard Apprentice Plan shall contain a clause making the plan a part of the Agreement with the same effect as if expressly written therein. For this reason, every applicant, his/her parent or guardian if he/she is a minor, shall be given an opportunity to read the standards before he/she signs the Apprenticeship Agreement.

## CERTIFICATION OF COMPLETION OF APPRENTICESHIP

### Article 17

Upon completion of the apprenticeship under these apprenticeship standards the Joint Apprenticeship Committee will recommend to the Manpower Training Branch, Ministry of Colleges and Universities that a certificate signifying completion *of* the apprenticeship be issued to the apprentice. No certificate will be issued by the Manpower Training Branch, Ministry of Colleges and Universities unless approved by the Joint Apprenticeship Committee.

## MODIFICATION OF STANDARDS

### Article 18

These standards of apprenticeship may be amended or new schedule added at any time upon mutual agreement of the Company and the Union, providing that no such change shall alter an apprenticeship agreement in force at the time of such change without the written consent of the Apprentice; and providing that such change or amendments shall be submitted to the Registration Agencies to determine if it meets with the standards established by the Registration Agencies. A copy of such amendments will be furnished to each Apprentice employed by the Company.

**GENERAL**

**Article 19**

Should any dispute arise which cannot be satisfactorily settled within the Committee, either party may ask the Registration Agencies to consider the matter.

APPROVED BY KELSEY-HAYES CANADA LIMITED,  
WOODSTOCK DIVISION (BEARDS **LANE**)

DATED: June 3, 1974 R. A. Cooper

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)  
AND ITS LOCAL UNION 636 - BEARDS LANE PLANT

SKILLED TRADES DEPARTMENT, C.A.W.

BY: D.E. DeANGELIS

DATED: June 11, 1974

**FOR TEE COMPANY**

H. Ditmar

R. Hovinga

W. MacDonald

**FOR THE UNION**

Ronald Chapman

Gale Kelly

Lou Harbecke

Robert Haycock

Lome Charlick

## APPENDIX "D" (A)

### SCHEDULE OF WORK PROCESSES AND RELATED TRAINING FOR ELECTRICIAN – PLANT MAINTENANCE

RELATED TRAINING AND TRADE THEORY	Mathematics - arithmetic geom., alg., trig., drawings and layout –reading, making, metric system, physics, electricity and magnetism. A.C. and D.C. theory, motors and generators, <b>heating</b> , lighting, electronic theory, transducers, control systems, communication systems. Safety rules and regulations.	700 Hrs. On block release to College of <b>Arts</b> and Technology
<b>WORK EXPERIENCE AND TRAINING</b>		
SAFETY	Knowledge of all safe practices; recognition and removal of <b>hazards</b>	200 Hrs.
USE OF TOOLS	Use of screwdrivers, pliers, wrenches, <b>scale</b> , <b>calipers</b> , micrometer, drill press, portable <b>drill</b> , taps and dies, hammers, chisels, punches, files, soldering <b>iron</b> , grinder, <b>lathe</b>	800 Hrs.
USE OF TEST EQUIPMENT	Care and use of ammeters, voltmeters, ohmmeters, wattmeters, oscilloscopes, phase rotation indicators, frequency meters, insulation testers, stroboscope.	500 Hrs.
INSTALLATION	Rigging and slinging, erecting and dismantling scaffolding, <b>installing</b> conduit junction boxes, switches, pulling cables, insulating and <b>sealing</b> cables, <b>installing</b>	1800 Hrs.

	machines, <b>aligning</b> and truing, interpretation of schematics, <b>hooking up</b> , testing, installation of lighting <b>systems</b> , control <b>systems</b> , communication systems, heating systems.	
REPAIR	Dis-assembly, cleaning and repair of starters, switches, controllers, circuit breakers, etc., <b>dis-assembly</b> and repair of A.C. and D.C. motors and generators, rewinding of <b>armatures</b> and stators, <b>skimming</b> and undercutting commutators, <b>static</b> and dynamic <b>balancing</b> , removal and replacement of <b>bearings</b> , <b>bearing</b> alignment, removal and replacement of couplings and drives, continuity and insulation testing.	2000 Hrs.
MAINTENANCE	Lubrication and cleaning of machines, inspection and alignment of <i>drives</i> and couplings, cleaning commutators, cleaning and resetting of brushes, <b>cleaning</b> and adjustment <b>of</b> switch contacts, <b>checking</b> and adjustment of control circuits, calibration of temperature, pressure, light, etc., sensing and indicating devices.	2000 Hrs.
OTHER (SPECIFY)		<b>TOTAL TIME:</b> 8000 Hrs.



**APPENDIX "D" (B)**  
**SCHEDULE OF WORK PROCESSES AND**  
**RELATED TRAINING FOR MACHINE**  
**REPAIRER (MILLWRIGHT)**

**RELATED  
TRAINING AND  
TRADE THEORY**

Mathematics: **arithmetic** - geometry, algebra, trigonometry. Physics: mechanics. Drafting: Blueprint reading - schematic interpretation. Metric system.

500 Hrs.  
On block release  
to College of **Arts**  
and Technology

Safety rules and regulations. Care and use of trade related **hand**, power and machine tools. Fasteners and locking devices. Precision measurement. Metallurgy: ferrous and non **ferrous metals**, alloys, heat treatment, non-destructive testing. Plastics, ceramics, carbides. General **fitting** practice. Mechanisms, **bearings**, power **transmission** systems. Hydraulics, pneumatics, **electrics**. **Arc** and oxy-acetylene cutting, **welding** and brazing.

**WORK EXPERIENCE AND TRAINING**

**SAFETY**

Knowledge of all safe practices: recognition and removal of **hazards**. Good housekeeping.

100 Hrs.

**SHOP  
TECHNIQUES**

Care and use of trade related hand tools, bench tools, portable power tools, **jigs** and fixtures, precision measuring equipment to perform the following operations on machine and equipment: - **dismantling**, cleaning,

	inspecting, <b>modifying</b> , rebuilding, adjusting and <b>maintaining</b> by and – work: including layout, cutting <b>filing, grinding, stoning, lapping</b> , polishing, <b>honing</b> , fitting, scraping, threading, reaming, hole transferring, securing and locking, <b>peening</b> , stamping (letters and <b>numbers</b> ). Soldering techniques, fabrication of assemblies, material selection, forming and bending.	2100 Hrs.
POWER SAWS AND SHEARS	Care and use of reciprocating, circular band and cut off <b>saws</b> . Speeds and feeds. Coolants. Blade replacement. Operation and maintenance of manual shears.	100 Hrs.
DRILL PRESSES & RADIAL DRILLS	Set-up operation and maintenance speeds and feeds, coolants: <b>drilling</b> , countersinking, <b>spotfacing</b> , counterboring, reaming, trepanning, honing, <b>lapping</b> , polishing, tapping, <b>grooving</b> , <b>fly</b> cutting.	600 Hrs.
GRINDERS	Portable, pedestal, bench, belt and surface. Set-up and operation: abrasive wheels, wheel dressing, coolants. External, internal, off-hand grinding. Grinding cutters, tools, tool <b>bits</b> and drills.	200 Hrs.
LATHES	Set-up operation <b>and</b> maintenance: work-holding methods. Cutting tools, speeds and <b>feeds</b> . Coolants, centering, <b>turning</b> , facing, drilling, <b>boring</b> , reaming, thread cutting. <b>knurling</b> .	200 Hrs.

MILLING MACHINES	Horizontal, vertical, universal. Set-up, operation and maintenance, cutters, attachments workholding, speeds and <b>feeds</b> , coolants. Milling flats, <i>angles</i> , <b>radii</b> , pockets. Slots, keyways, <b>cams</b> .	400 Hrs.
WELDING AND BRAZING	Arc, oxy-acetylene: set-up, operation, and maintenance of equipment. Cutting, weld preparation and <b>fitting</b> , tacking, welding and brazing. Building up worn surfaces. Hard facing and heat treatment.	400 Hrs.
MACHINE COMPONENTS	Installation, adjustment, removal of <b>bearings</b> , <b>seals</b> , shafts, couplings, clutches, <b>keys</b> , drivers, (belts, chains, gears) levers, <b>cams</b> screws and springs.	1000 Hrs.
HYDRAULICS	Installation, testing and repair or rebuild - pumps, accumulators, control valves, piping, hose filters, reservoirs, cylinders, motors, actuators, boosters, heat exchangers. Gauges. Hydraulic <b>fluids</b> , packings and <b>seals</b> . Safety controls and interlocks, care and use of pipe threading and <b>bending</b> machines.	600 Hrs.
PNEUMATICS	<b>Installation</b> , testing and repair or rebuild - compressors, <b>air</b> receivers, filters, piping, hose, lubricators, fans and blowers, <b>mufflers</b> , controls, valves, motors and actuators, cylinders, <b>fittings</b> , gauges. Safety circuits and interlocks. Remote controls and <b>pilot</b> operated systems.	400 Hrs.

	LUBRICATION	Identification and application of lubricants: oils, greases, graphite, etc. Preventative maintenance procedures.	100 Hrs.
	MACHINE INSTALLATION	Foundation-layout, location, formwork and anchorage. Rigging methods – hoists, slings, ropes, attachments, jacks, rollers and scaffolds. Machine leveling and alignment. Grouting. <b>Runoff</b> check. Running-in, <b>adjusting</b> and testing machine installations and associated services.	1000 Hrs.
8	MATERIALS <b>HANDLING</b> EQUIPMENT	Conveyors – belt, <i>chain</i> and roller – installation and maintenance. Bridge and gib cranes: use, operation, inspection and maintenance. Maintenance of hand and power operated <b>lift</b> trucks.	300 Hrs.
		<b>TOTAL TIME:</b>	<b>8000 Hrs.</b>

**APPENDIX "D" (C)**  
**SCHEDULE OF WORK PROCESSES AND**  
**RELATED TRAINING FOR TOOL AND DIE**  
**MAKER**

<b>SAFETY &amp; RELATED INSTRUCTION</b>	Knowledge of all safe practices; recognition and removal of hazards.	200 Hrs.
<b>BENCHWORK</b>	Fitting and assembling, use of hand tools: - hammers, chisels, saws, <b>files</b> , scrapers, drills, <b>taps</b> and dies, reamers, broaches, presses, riveting. Layout methods and accessories used. Tool maintenance sharpening methods for various cutting tools. Tool <b>crib-orientation</b> - care and storage <b>of</b> tools - requisitioning.	1000 Hrs.
<b>DRILLING</b>	Uses, types, and operation of <b>drill</b> presses: <b>Drilling</b> , spotfacing, counterboring, counter <b>sinking</b> , deburring, reaming and <b>tapping</b> .	500 Hrs.
<b>GRINDING</b>	Types of <b>grinding</b> machines and wheels, dressing, grinding wheels. Off hand, portable and surface grinding. <b>Cylindrical grinding</b> , external, internal, and tool cutter grinding.	1900 Hrs.
<b>LATHES &amp; MIMIK TRACING</b>	Types and uses <b>of</b> lathes - work holding methods, centering, facing, <b>filing</b> , polishing, parallel and taper turning. Knurling, cutting <b>off</b> , thread cutting, drilling. Eccentric turning, chamfering, radii. <b>Boring</b> , counter <b>boring</b> , countersinking, and spot-facing, turning profiles and contours - spring <b>winding</b> . <b>Speeds</b> and feeds calculations.	1900 Hrs.

METALLURGY	Heat-treating, furnace types and uses. Hardening, tempering, quenching, annealing. Hardness testing techniques.	300 Hrs.
MILLING MACHINES	Types and uses of <b>milling</b> machines. Work <b>holding</b> devices. Attachments and cutters <b>used</b> . Speeds and <b>feeds</b> . <b>Flat</b> and formed surface milling, milling special shapes: - keyways, splines, <b>grooves</b> , <b>dovetails</b> and tee-slots. <b>Milling</b> gears, cams and helical <b>grooves</b> .	1000 Hrs.
POWER SAWS	Types and uses of <b>saws</b> - cut-off and <b>contour</b> sawing.	100 Hrs.
SHAPERS, PLANERS, SLOTTERS	<b>Uses</b> and operation of machines, work holding techniques and devices. Special shapes and <b>surface</b> machining functions.	200 Hrs.
BORING MILLS	Operation, purpose and types of boring mills, set-up and work <b>holding</b> , tool <b>mounting</b> , <b>facing</b> , turning, drilling, parting, grooving, necking, countersinking, counterboring, and spot-facing. Boring parallel, blind, and tapered <b>holes</b> . Reaming and knurling. Contour facing and forming. Eccentric turning, spherical boring.	800 Hrs.
WELDING AND BRAZING	Oxy-acetylene and arc welding <b>methods</b> . Cutting building-up and running beads.	100 Hrs.

TOTAL TIME: 8000 Hrs.

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