

COLLECT

SOURCE			
EFF.			
TERM.			
No. OF EMPLOYEES			
NOMBRE D'EMPLOYÉS			

AND

**CANADIAN AUTOMOBILE WORKERS
AND ITS LOCAL 252**

**EFFECTIVE
MARCH 15, 1989**

**EXPIRATION DATE
MARCH 14, 1992**

0169603

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SEP 21 1989

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ARTICLE 1 —PURPOSE

The purpose of this Agreement is to define the relations between the Company and the Union, the wages and certain negotiated working conditions of employees of the Company represented by the Union, and the means by which grievances shall be disposed of promptly and in accordance with the provisions of this Agreement.

ARTICLE 2 —RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent for all production, maintenance and other factory employees at its Mississauga plant covered by the classifications found herein save and except all supervisory employees carrying the rank of acting foremen, foremen or above, office, sales and clerical staff administrative employees, technical staff, quality control staff apart from inspectors, any direct representatives of the Company and students employed during the school vacation period. The employment of students shall not cause seniority employees to be laid off.

2.02 Should the Company, during the life of this Agreement close its plant at Mississauga and move such operation to another location in Ontario within a radius of fifty (50) miles from the existing plant, the Company agrees to give the Union at least thirty (30) days notice prior to closing the Mississauga plant. The Company agrees to discuss such move with the Union together with such matters as bargaining rights, and transfer and seniority of employees.

2.03 Supervisory personnel shall not be permitted to perform work normally performed by an employee in the bargaining unit, except:

- (a) in a emergency when regular employees who can perform the work are not available either by call-in or transfer
- (b) in the instruction and training of employees or
- (c) in the development of a method of operation and/or products

The above exceptions shall not be used to deprive any employee of work time.

3.01

Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its Management. Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right to select and hire and control the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, suspend, and retire employees; to plan, direct and control operations; to designate, establish, revise or discontinue **depart-**ments; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit.
- (b) the right to maintain **order**, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be **obeyed** by its employees; to discipline and discharge employees for proper cause. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in the respect hereof pursuant to the provisions of Article 10.10 of this Agreement. Such a grievance shall specify the rule or rules being disputed and the grounds upon which such a rule or rules is being disputed.
- (c) the right to determine the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces, the product to be manufactured; the standards of production; the sub contracting of work; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirement; quality standards; the qualifications of employees; the use of improved methods,

machinery and equipment; whether there shall be overtime work and who shall perform such work, the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the administration of the Company's pay system; the number of hours to be worked; starting and quitting time and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

- 3.02 **The Company agrees that it will not exercise any of its Management Rights inconsistently with any other enumerated terms and conditions set forth in this Agreement.**

ARTICLE 4 — UNION DUES

- 4.01 The Company will deduct from the earnings of each employee, after thirty (30) days employment with the Company, regular monthly Union dues and initiation fees in the amount certified by the Union to the Company to be currently in effect according to the Union's constitution. Union dues so deducted shall be remitted by the Company to the Union on or before the twenty-fifth (25th) day of the month in which such dues are deducted. **The** Union will advise the Company of the name and title of the Union official to whom the money so deducted shall be sent.

- 4.02 In order that the Company may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Company, in writing, over the signature of the Financial Secretary of the Union of the amount of the deduction to be made by the Company for regular monthly dues, and the Company shall have the right to rely on such written notification from the Union signed with the **same** formality.

4.03

The Union agrees to defend and hold the Company completely harmless against all claims, demands and expenses, should any person at any time contend or claim that the Company has acted wrongfully or illegally in making such checkoff deduction.

ARTICLE 5 —UNION SHOP

All hourly employees must become and remain members of the Union as a condition of employment.

ARTICLE 6 —NO STRIKES OR LOCKOUTS

6.01

The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employees shall take part in or call or encourage any **strike**, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company. The Company agrees that it will not engage in any lockout during the term of this Agreement.

6.02

Any employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge.

ARTICLE 7 —NO DISCRIMINATION

7.01

The Union, and its officials and members, shall not use coercion or intimidation or discriminatory action in persuading or attempting to persuade any employee of the Company to participate in the Union activities.

7.02

No employee shall be discriminated against by the Company nor suffer any loss of seniority or of employment because of membership or lawful activity in the Union.

7.03

Neither the Union nor any employee will engage in Union activities during working hours or hold meetings at any time on the premises of the Company except as expressly provided by this Agreement or by Management in writing.

7.04 The Company agrees that the provisions of this Agreement will **be** applied to all employees without discrimination by reason of sex, race, colour, creed, national origin or political affiliations. All references to the masculine gender in this Agreement shall also include the feminine gender.

ARTICLE 8 —SPECIFIC AGREEMENT

8.01 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.

8.02 It is understood and agreed that all previous agreements whether oral or written by and between the Company and the Union are superseded by this Agreement.

ARTICLE 9 —UNION REPRESENTATION

9.01 The Union shall name a Shop Committee of not more than four (4) members who shall **be** actively employed seniority employees and shall **be** comprised of *one* (1) employee from the skilled trades classification and three (3) employees from the non skilled trades classification.

9.02 **The** Shop Committee and representatives of the **Company** shall meet at times mutually agreed upon, provided there is business for their joint consideration. Necessity for a meeting will **be** indicated by a letter or note, form either party to the other **party**, containing an agenda of the subjects to **be** discussed. Only Shop Committee members and a National representative, **and/or** the Local Union President shall represent the Union at such meeting with the Company.

9.03 The Union will designate and the Company will recognize Shop Stewards and their designated areas of jurisdiction as follows:

Day Shift	Production Departments Tool Room & Maintenance Inspection & Material Handling	-Two (2) Stewards One (1) Steward One (1) Steward
Afternoon Shift	All departments combined	-Two (2) Stewards
Third Shift	All departments combined	One (1) Stewards

It is understood **by** the parties that the above number of Stewards and areas may **be** changed by mutual agreement as the work force fluctuates.

The Shop Committee **shall** be scheduled to work on the day shift. The duties of the Stewards shall be to assist employees in bringing their grievances to the proper representatives of the Company in accordance with grievance procedure contained herein.

9.04

Members of the Shop Committee and Stewards have regular duties to perform in connection with their employment. The Company will compensate such Committeemen and Stewards for time spent during their regular working hours in handling grievances of employees pursuant to the grievance procedure; at their regular straight time **hourly** rate of pay, provided this privilege is not abused by the Committeemen or Stewards. Neither Committeemen nor Stewards will be compensated for time spent prior to or **beyond** their regular working hours, nor for time spent at arbitration. Any Committeemen or Steward when required to participate in a grievance or matter which, if not attended to, could lead to grievance during working hours, shall first obtain from his foreman permission to leave his work, and such permission shall not be unreasonably withheld. He shall further notify his foreman when returning to his **job**. The Committeeman or Steward shall **expeditiously** attend to the grievance, so that no **unnecessary loss** of time or interference with production will result therefrom.

9.05

The Union agrees to supply the Company with the names of Committeemen and Stewards and to keep such list up to date at all times. The foregoing notifica-

tion shall contain the effective date of the appointment of the Committeemen and Stewards and of the jurisdiction which they respectively represent. For the purpose of this Agreement, the Shop Committee and the Stewards together with the officers of the Local Union shall **be** deemed to **be** officials of the Union. The parties hereto agree that the Union Officials occupy position of responsibility and leadership within the bargaining unit and will exercise that responsibility and leadership to ensure this Agreement is carried out.

- 9.06 The National Representative, and/or Local Union President shall **be** granted admission to all properties covered by this Agreement during working hours to interview members of the Union after first receiving permission from the Management and with the understanding that there will not **be** any interruption in production.

ARTICLE 10 — GRIEVANCE PROCEDURE

- 10.01 The grievance procedures herein provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of grievance arising in respect of the interpretation or alleged violation of this Agreement, and the specifically designated grievance procedure shall **be** strictly followed. Whenever the term "grievance procedure" is used in this Agreement it shall **be** considered as including the arbitration.
- 10.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.
- 10.03 The Company shall **be** under no obligation to consider or process any grievance unless such grievance has been

presented to the Company in writing at Step 1 of the grievance procedure within ten (10) days from the time the circumstances upon which the grievance is based were known or should have **been** known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company shall not **be** stopped or precluded at any stage of the grievance procedure from taking the position that the grievance is late and not arbitrable.

10.04 All time limits referred to in the grievance procedure herein contained shall **be** deemed to mean "working days", i.e., exclusive of Saturday, Sunday or the holidays **set out** in Article 20 hereof.

10.05 An employee grievance shall **be** processed as follows: If an employee has a grievance, he shall forthwith discuss the matter with his immediate Supervisor. If the employee wishes he may have his steward accompany him to see his immediate Supervisor with a view to prompt and fair adjustment of the grievance. If the immediate Supervisor's reply is not satisfactory to the grievor, the Union will submit in writing as outlined in 10.03

STEP NO. 1

At this Step the grievance shall **be** reduced to writing and presented to the immediate Supervisor within the aforesaid ten (10) days but not thereafter. The written grievance shall identify: the facts given **rise to the** grievance; the relief requested and shall **be signed by the** employee and countersigned **by** his Department Steward.

If the immediate Supervisor's reply is not satisfactory to the Union the next Step shall **be** taken within two (2) working days after delivery **of** the immediate Supervisor's reply **to** the grievor **or** his Department Steward.

STEP NO. 2

At this Step, the said written grievance may **be** presented by the Plant Chairman to the Production Manager with

such further explanation or discussion as may be necessary provided that it shall be presented within two (2) working days of receipt of the immediate Supervisor's reply at Step No. 1. The Production Manager shall reply to the grievance within three (3) working days from the date that he received the grievance.

If the Production Manager's reply is not satisfactory to the Union the next Step shall be taken within three (3) working days after delivery of the Production Manager's reply to the Plant Chairman, but not thereafter.

STEP NO. 3

At this Step the Union shall within the said three (3) working days notify the Company in writing of its desire to appeal the Production Manager's decision. Within five (5) working days of receipt of such request a meeting will take place between the Shop Committee (which may be accompanied by a National Representative and/or the Local Union President) and Management Representative. The grievor shall be required to be present at the request of either party, and the section or sections of the Collective Agreement claimed violated shall be identified. The Company shall deliver its decision in writing to the Chairman of the Shop Committee within five (5) working days after such meeting.

STEP NO. 4

In the event that Management's reply at Step 3 is not satisfactory to the Union, the Union will proceed to arbitration of the grievance by giving notice in writing to the Company within ten, (10) working days from delivery of the Company's reply at Step 3 but not thereafter. If a notice to arbitrate is not so given within such ten (10) working days period, the decision at Step 3 shall be final and binding upon both parties to this Agreement and upon any employee involved.

The notice to proceed to arbitration shall contain the names of at least three (3) persons, who are qualified to act as single arbitrator and who shall be available to arbitrate the matter. The respondent party shall, within ten (10) days of receipt of the notice to arbitrate, notify the party having carriage of the grievance if one of the

nominees is acceptable or if none are acceptable. If, in the latter case, the respondent party shall name at least three (3) persons who are qualified and who shall be available to act.

The party having carriage of the grievance shall, within a further ten (10) day period, notify the respondent party if ~~one~~ or more of the names is acceptable to act ~~in~~ the arbitration. Failing agreement on an arbitrator upon ~~m~~ completion of the proceedings, the matter shall be referred to the Labour Management Arbitration Commission of the Provincial Department of Labour for appointment of an arbitrator.

10.06 The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee, affected by it.

10.07 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement or to alter, modify or amend any part of this agreement, or to adjudicate any matter not specifically assigned to him by the notice to arbitrate.

If a grievor satisfies the arbitrator that there was not just Cause for this discharge, the arbitrator has jurisdiction to modify the discharge.

The arbitrator shall have the right to enter any company premises where work is being performed or has been performed or where anything is taking place which may have a bearing on his decision and to interrogate any person respecting the case.

The time limits and other procedural requirements set out in this Article 10 are mandatory and not merely directory and no matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the time specified.

The provisions of this clause shall not be considered to have been waived by either party unless they expressly provide a waiver in writing, signed by both parties.

A grievance which has been disposed of pursuant to the grievance provisions of this Agreement shall not again be made subject matter of a grievance.

In making his decision, the arbitrator shall **be** confined to the provisions of this Collective Agreement and shall neither admit nor consider in any way:

- (a) Evidence of past practice of either or both of the parties of the Collective Agreement, or
- (b) Evidence of any **statement** by or discussion between the representatives of the parties to this Collective Agreement in the course of processing a grievance or attempting to settle a grievance.

10.08 Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties hereto.

10.09 The requirements of this Article 10 are mandatory and not merely directory. Therefore, failure to put a grievance in writing in Step 1 in accordance with the requirements thereof shall **be** deemed a complete waiver and abandonment of the grievance by the grievors.

Also, any grievance which has not properly been carried through all specified Steps of the grievance procedure within the time specified shall **be** considered settled without prejudice on the basis of the last reply and shall not **be** arbitrable. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof, signed by both parties.

10.10 **Union Policy Grievance or Company Grievance**

A Union policy grievance or a Company grievance may **be** submitted to the Company or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were known or would have been known by the grievor.

A meeting between the Company and the Union shall **be** held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 10.05. The Company or the Union as the case may be, shall give its written decision within three (3) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within five (5) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed. It is expressly understood that the provisions of the paragraph 10.10 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Article 10.05 hereof shall not thereby be bypassed.

10.11

suspension or Discharge

- (a) When it is necessary for the Company to meet with an employee for the purpose of (i) suspension, pending investigation, (ii) suspension or (iii) discharge, the department Committeeman will be present. If a Committeeman is not available the Plant Chairman will be his replacement. On shifts other than the day shift the steward will be present. If there is no Union Officer available the employee will be advised to report to the Personnel Office during the next regular day shift. The Union Officer may discuss the matter in accordance with the grievance procedure only after the employee has filed a grievance.
- (b) A grievance resulting from a claim of unjust suspension or discharge must be filed with the Personnel Office within five (5) working days of the administration of the suspension or discharge and this grievance will commence at Step 3 of the Grievance Procedure.
- (c) The Company will provide a reasonable period of time for the employee's Committeeman and the Plant Chairman to interview the employee either prior to his leaving the plant, if possible, or prior to the grievance meeting between the Company and the Union.

10.12

Either party in violation of the time limits spelled out in the grievance procedure shall result in the party in violation conceding the grievance without prejudice. By mutual agreement, time limits may be extended or curtailed.

ARTICLE 11 — WORKSTANDARDS

- 11.01 It is Management's responsibility and right to establish fair and equitable rate and quantity standards for all operations performed by the Company. These standards will be established in accordance with recognized Industrial Engineering techniques.
- 11.02 The Union will be provided with work standards for all operations if requested.
- 11.03
- (a) Any work standards dispute which cannot be resolved between Management and the Union, may be treated by the Shop Committee, as a Union Policy grievance at Step 3 of the grievance procedure by putting the grievance in writing and presenting it as provided by Article 10.5 Step 3.
 - (b) In the event that Management's reply to the Union per Step 3 is unsatisfactory, the parties will then select a mutually agreeable, qualified, independent Industrial Engineer to evaluate the work standard(s) dispute. The Union will proceed to request the appointment of such Industrial Engineer by giving notice in writing to the Company within ten (10) working days from delivery of the Company's reply, but not thereafter. The fees and charges of the Industrial Engineer shall be borne equally by the parties hereto. The Industrial Engineer's duties shall be restricted solely to the evaluation of the standard(s) in dispute and he shall have no power to add to, subtract from, or modify any of the terms of this Collective Agreement.
 - (c) If the Industrial Engineer cannot effect a settlement between the parties, the Union or the Company may proceed to arbitration in accordance with Article 10.05 Step 4 within five (5) days of receipt of the Industrial Engineer's decision, but not thereafter.
- 11.04 While any matter hereunder is pending, the employee(s) who may be assigned to the particular job(s) in question shall nonetheless fully perform such job(s) at a normal

pace in the manner required by the Company. Any discipline imposed during the time in which a standard is in dispute will be modified to conform with the results of the dispute procedure as contained herein.

- 11.05 Members of Management, probationary employees, lead hands, and students will not be studied for the purpose of setting a work standard.

ARTICLE 12 — DISCIPLINE RECORDS

Any warnings or reprimands that may be entered into an employee's record will be rescinded after a period of six (6) consecutive months from the date of the last recorded disciplinary action for the same type of offence. Such derogatory notices shall not then be used for disciplinary purposes against any such employee thereafter.

ARTICLE 13 — PROBATIONARY EMPLOYEES

- 13.01 Any employee will be considered probationary until he has performed thirty (30) days of work for the Company and such employee will have no seniority rights during that period. The Union will not question the dismissal of any probationary employee, nor shall his dismissal be the subject of a grievance. No probationary employee will perform any overtime unless seniority employees are not available.

- 13.02 Any new hire in labour grades 9, 10, 11, and 12 shall furnish the necessary documentation acceptable of meeting the skills of the trades hired to. This documentation will be made available to the skilled trades representative prior to the new hire attaining seniority status.

ARTICLE 14 — SENIORITY

- 14.01 On the date of completion of an employee's probationary period, the employee shall be credited with thirty (30) days seniority, and thereafter shall accrue seniority as and to the extent provided herein.

- 14.02 For the purpose of assignment of overtime, layoff and recall, the seniority of employees in Labour Grades 1 through 8 will be treated separately from the employees

in the skilled trades classifications as shown in Labour Grades 9 through 12. During any periods of layoff, there shall **be** no exercising of seniority between the two aforementioned groups, except that employees in the skilled trades group shall have the following option. "An employee in the skilled trades group who is **about** to be laid off and who formerly worked in any of the classifications in Labour Grades 1 through 8, may use his seniority (less the time he has spent in the skilled trades group) to displace a less senior employee in any job in Labour Grade 1 through 8 that he is able and willing to **perform**.

14.03

Accrual of seniority

A seniority employee shall continue to accrue seniority except as expressly **otherwise** provided in this Agreement.

14.04

Loss of Seniority

An employee shall lose all seniority and employment rights **if**:

- (a) he quits his employment or retires,
- (b) he is discharged for proper cause,
- (c) he is laid off for a period equivalent to either his length of service with the Company or three (3) years, whichever is the **lesser**;
- (d) a person on lay-off fails to **return** to work within five (5) working days after he is personally telephoned or notice of recall is sent by registered mail or telegram to his **last** address as shown upon the Company's records, or if the person within three (3) working days after such notice of recall fails to **notify** the **Company** of his intention to **return** to work. This provision may **be** waived by the Company if the person furnished reasons satisfactory to the Company for such failure on his part;
- (e) an employee fails to return to work promptly after the expiration of any leave granted to him **unless he** furnishes reasons satisfactory **to** the **Company**;
- (f) an employee is absent from work for **more** than three (3) consecutive working days without a reason satisfactory to the Company.

14.05 It **shall be** the duty of the employee or laid off person to notify the Company office promptly, in writing, of any change of address or telephone number. If any employee or laid off person should fail to do this, the Company will not be responsible for the failure of a notice to reach him and any notice sent by the Company by registered mail or telegram to the address which appears on the Company's personnel records, or telephone number which appears on the Company's records shall **be** conclusively deemed to have been received by the employee or laid off person, unless such person can establish to the satisfaction of the Company that the letter was not received.

14.06 **Seniority**

The appointment or selection of employees for supervisory positions or for any position not subject **to the** provisions of this Agreement is not covered **by** this Agreement. An employee who is promoted from a job covered by this Agreement to a supervisory position or **to** any position not subject to the provisions of this Agreement shall if he is returned to the bargaining unit **be** credited with his seniority which he had at the time of transfer out of the unit plus the lesser of the six (6) months **or** the time sewed out of the unit. **The** return to the bargaining unit shall not cause another seniority employee to **be** displaced from a bid position.

14.07 The Company shall maintain seniority lists on an Occupational Group basis showing the employee's name, classification and seniority. Seniority lists shall **be** revised not less than once every three (3) months and copies supplied to the Union, **one** (1) **to** the Shop Committee and one (1) to the Union office. In addition, such seniority lists shall **be** posted in the plant.

ARTICLE 15 — LAYOFF AND RECALL

15.01 **Temporary Layoff**

In all cases of temporary layoff (ie. up to three (3) regular

working days) caused by breakdown, shortage of material or any other cause of a temporary nature, seniority need not be considered and employees affected may be laid off for such three (3) working days without regard to seniority, except that members of the Shop Committee will not be laid off without regard to seniority if that employee has been laid off for seven (7) regular working days or an amount of time equivalent to seven (7) regular working days within any consecutive twelve (12) month period. The Company will undertake every possible action to eliminate or minimize the effects of any temporary layoff. The Company will lay off probationary employees before seniority employees, within the same classification and shift, where the temporary layoff occurs. Regardless of the foregoing the Company reserves the right to Select employees for purposes of inventory, with the exception of the counters, who will be chosen by seniority and ability.

15.02

Layoff

In case of a layoff from a classification, other than temporary layoff as defined in Article 15.01 hereof, employees will be given preference based on their plant seniority and qualifications to perform the available work in accordance with the Company's quality standards as determined by Article 3.01 (c) hereof.

Where the foregoing factors, other than seniority, are relatively equal plant seniority shall be the deciding factor.

15.03

The Company recognizes the advantage to employees of having advance notice of an impending layoff and will endeavour to provide such notice to the Union. However, the timing of this notification will vary based on Management's knowledge of such information as the customers' operating requirements, but in most cases should be not later than five (5) calendar days preceding the effective date of layoff.

15.04

The Shop Committee shall have top seniority, in their classification, for purposes of layoff only and shall be re

tained in employment regardless of seniority so long as there is work available of which they are capable of performing.

Should the situation occur that a layoff reduces the Classification complement to less than the number of Shop Committee members in that classification then normal plant seniority provisions will apply. Any Shop Committee members so displaced will then be retained in other employment regardless of seniority so long as there is work available of which they are capable of performing. Shop Committee members will only be eligible for top seniority privileges accorded in these provisions (Article 15.04) provided that they possess plant seniority in excess of two (2) years at the time of layoff or staff reduction.

- 15.05 When work is available in any classification from which there has been a layoff the criteria set forth in Article 14.02 and 15.02 hereof shall apply. Every laid-off seniority employee in the classification shall be recalled before any other person is hired into it.

ARTICLE 16 —JOB POSTING

16.01 Regular Job Postings

When new jobs are created or where permanent vacancies occur, which the Company deems necessary to be filled, such jobs will be filled in the following manner:

- (a) A notice for all job vacancies except Lead Hand shall be posted for a period of fortyeight (48) hours upon the bulletin board not later than the first ten (10) minute rest period occurring on the day shift of the Monday immediately following the creation of a new job or the occurrence of a vacancy that the Company deems necessary to be filled. The notice shall specify the classification, the labour grade and the classification, the labour grade and the rate of the job as well as the shift involved. The notice shall further specify the location of the application form upon which employees may register bids for the job.
- (b) Each employee desiring to apply for such jobs shall

within fortyeight (48) hours of the time the notice was posted, sign an application form for the job, stating his full name, clock number and seniority date.

- (c) In filling the job or vacancy, the following will apply: labour Grades 1,2,3,4 seniority to be the only consideration.

Labour Grades 5,6,7,8 applicants will be given a test. Test questions will be mutually agreed to by the Company and the Union.

Labour Grades 9,10,11,12 by license or apprenticeship.

- (d) Each employee is entitled to only one successful bid per six (6) months.
- (e) Leadperson shall be selected by the Company and shall not be posted.
- (f) Successful applicants shall be posted by the Company within forty-eight (48) hours after the bidding is closed.

Successful applicants shall be placed on their new jobs no later than the Monday immediately following the posting of successful applicants. If it is necessary to delay the above procedure the Company will so advise the Union. The Company, however, will undertake to avoid any such delays and take all action necessary to adhere to the schedule as outlined above.

- (g) During the posting, the Company will fill as it deems necessary.
- (h) Such job posting shall apply to the original vacancy. Subsequent vacancies created by the filling of the original vacancy will, where possible, be filled using the Preferential Job Transfer List maintained in Personnel. This list will be maintained only for jobs in Classifications 5,6,7 and 8 and it will be the individual employee's responsibility to have his name placed on this list. Qualifications will be determined in accordance with criteria as in 16.01.
- (i) (l) Successful job posting applicants will be allowed a period of ten (10) regular working days on the job to be trained in the job re

quirements and to attain a reasonable level of efficiency and competence under normal conditions and supervision.

- (II) There will then follow a period of twenty (20) regular working days during which the employee will be expected to attain and/or maintain normal levels of efficiency, productivity and competence.
- (III) if, at the expiry of the twenty (20) day assessment period, the employee is deemed satisfactory the employee will be considered as belonging to that job classification.
- (IV) If, during the ten (10) day training period, the employee so requests, he shall be transferred back to his former job as an unsuccessful applicant and other applicants to the posting will be considered
- (V) If, during the twenty (20) day assessment period, the employee requests to be removed he shall be transferred to an available position, including his former position if still vacant, as an unsuccessful applicant and other applicants to the posting will be considered.
- (VI) If it becomes obvious that for reasons, such as, but not restricted to, safety, competence, equipment damage, customer relations or personal conduct, the successful applicant is not suitable he shall be removed from the bid position. If the employee is removed during the first ten (10) day period he shall be returned to his former position. If the employee is removed during the twenty (20) day period he shall be transferred to an available position including his former position if still vacant.
- (j) The Union will be notified of all job postings, applicants, the successful applicant, those selected who may request transfer and those rejected as unsuitable during the training and assessment periods.

16.02

Temporary Job posting

20

- (a) The Company may fill the job of a regular job holder,

who is absent from a period of up to twenty-five (25) regular working days **due** to sickness, injury, vacation and leave of absence, as it, the Company, requires and without resorting **to** the Regular Job Posting Procedure Article 16.01 after notification to the Union of the need to **do** so.

Selection of employees for the period will **be** consistent with the principles of Article 16.01 (c).

(b) If the expected absence **of** the regular job holder is determined to exceed twenty-five (25) regular working days from the date of determination the Company will implement a temporary job posting procedure as follows:

(i) A notice shall **be** posted for a period of forty-eight (48) hours upon the bulletin board advising employees of the availability of a temporary job vacancy. The notice shall specify that the vacancy is of a temporary nature, the expected duration, the classification, the Labour Grade and the rate of the job as well as the shift involved. The notice shall further specify the location of the application form upon which employees may register bids for the job.

(ii) Regular Job Posting Procedures found in 16.01, b,c,d,e,f,g and j will **be** followed in this Article where applicable.

(iii) Such job postings shall apply to the original vacancy. Subsequent vacancies created by the filling of the original vacancy will **be** filled **as** the Company requires and at its discretion.

(iv) In view of the temporary nature of the posted vacancy there will **be** no training and assessment periods as defined in Article 16.01 (i) and successful applicants will **be** expected to attain and maintain a reasonable level of efficiency and competence under normal conditions **and** supervision. The Company, however, reserves the right to remove any successful applicant under the provisions of Article 16.01 (i) (vi).

- (M) Upon the return to regular full time employment of the permanent job bid holder and providing the permanent job bid holder remains capable of and willing to perform his former duties, the successful temporary job bid applicant will return to his former job. Other employees displaced by the return of the regular job holder will be placed at the discretion of the Company but every effort will be made to return them to their former job. If the regular job holder returns to regular full time employment and is either not capable or not willing to perform his former job duties he shall be placed in a position in accordance with his capabilities, qualifications and seniority and the successful temporary job applicant shall be considered the regular job holder.

ARTICLE 17 —LEAVE OF ABSENCE

- 17.01 All leaves of absence as referred to in this Agreement shall be without pay or any other form of compensation.
- 17.02 The Company may, in its own discretion, grant leave of absence without pay to any employee for legitimate personal reasons. Any person who is absent with such permission shall continue to accumulate seniority for a period not to exceed three (3) months during such absence.
- 17.03 On request of the Union, the Company shall grant a leave of absence to not more than five (5) officials of the Union or their delegates for the purpose of conducting legitimate Union Business. Such requests shall be in writing and submitted to the Company at least five (5) normal working days in advance of the required date of the leave of absence. If such leave of absence conflicts with Company production requirements, the Union will make every effort to reschedule the period of leave of absence unless conditions do not permit. Requests to attend to Union Business of an immediate or emergency nature will be considered provided the Company does not experience penalties among which

may be reduced production, inadequate staffing or ser-
vicing or overtime premiums for replacements.

17.04

- (a) On request of the Union, the Company shall grant leave of absence without pay or other compensation to not more than one (1) employee for a period not exceeding two (2) years for full time employment by the Canadian Automobile Workers. Seniority shall continue to accrue during such leave of absence. The Company shall grant a leave of absence for an additional period, not to exceed two (2) years providing a request for additional leave of absence is received within sixty (60) days prior to the expiry date of the current leave of absence. Any such additional requests will be granted only for the purposes as outlined above and if subject to the conditions as outlined above.
- (b) Employees who are Union officials and who become elected or appointed to full time positions in the Local Union or National Union, will be permitted to continue in the Group Insurance program, as described herein - Article 22 - excluding Weekly Indemnity Benefits, by prepaying to the Company the required premiums before the beginning of each month for which the benefit coverage is extended.

17.05

An employee who, because of illness or injury, requiring an absence from his job for more than three (3) regular working days, shall, on furnishing evidence satisfactory to the Company of such illness or injury, which may include examination by a Company-appointed physician, be granted sick leave for the duration of the period of his disability due to such illness or injury, except that at the end of three (3) years of absence because of illness or injury, or the employee's length of service (whichever is lesser) the employee's employment and seniority shall be terminated. The employee shall furnish supplementary medical evidence of disability, from time to time, as required by the Company. Failure to furnish such evidence of disability will result in the termination of the employee's employment and seniority.

Before any employee on sick leave may return to work he must, at the Company's discretion, present a doctor's certificate stating that he has fully recovered both

physically and mentally and is able to return to his regular job classification or other available work and perform such in accordance with the Company's quality and production standards. The Company reserves the right to have any employee examined by a Company-appointed physician in connection with a Sick leave. In the event of a dispute arising between the employee's physician and the Company-appointed physician, a mutually agreed upon third physician will be appointed to resolve the dispute.

17.06

The Company will remit, to the Union Educational Leave Fund, on a quarterly annual basis, an amount of money equivalent to one (1) cent per hour worked by seniority employees in that period. Such monies are to be used for the education and upgrading of employees in all aspects of Trade Union Functions.

By adoption of the foregoing procedure the Union agrees to indemnify and hold harmless ITT Milrod or its successors from any and all legal, contractual or financial liability resulting from the above agreement and the performance and implementation thereof with the sole exception of the liability and remedy as described in the Letter of Intention, dated 1980-04-17.

17.07

Requests for unpaid leaves of absence concerning the Union Educational Leave Program will be granted provided the request is submitted at least ten (10) regular working days prior to the required absence.

Such leaves of absence will be limited to no more than twenty (20) days of class time plus whatever travel time necessary per twelve (12) month period per selected employee and to no more than two (2) employees per session from different classifications, with the exception of punch press operators and provided the sessions do not exceed two (2) in any twelve (12) month period.

ARTICLE 18 — BULLETIN BOARDS

A bulletin board will be provided by the Company for the exclusive use of the Union to post such notices as Union

Meetings, Union social affairs, and Union elections, appointments, and results of elections. All such notices must **be** signed by the proper officer of the Union and submitted to the Company for approval before being posted. There shall **be** no posting of political matter adverse to the Company or its Management.

ARTICLE 19 —HOURS OF WORK AND OVERTIME

19.01 It is hereby expressly understood and agreed that the provisions of this Article 19 are for the purpose of generally setting out the **normal** starting and quitting times and for the purpose of computing overtime and shall not **be** construed to **be** a guarantee of or limitation upon the hours of work nor as a guarantee of working schedules.

19.02 The **normal** work week, exclusive of overtime and unpaid lunch period, is composed of forty (40) hours of work per week, consisting of five (5) days of eight (8) hours each from Monday to Friday, inclusive.

19.03 (a) The **normal** starting and stopping times are:

DAY SHIFT	• 7:00 am - 3:30 pm
AFTERNOON SHIFT	• 3:45 pm - 12:15 am
NIGHTSHIFT	- 11:15 pm - 7:45 am

An employee working pursuant to the immediately foregoing schedules shall have a thirty (30) minute unpaid lunch period.

DAY SHIFT	7:00 am - 3:00 pm
AFTERNOON SHIFT	• 3:00 pm - 11:00 pm
NIGHTSHIFT	- 11:00 pm - 7:00 am

An employee working pursuant to the immediately foregoing schedules shall have a twenty (20) minute paid lunch period.

(b) The Company shall have the right to vary any of the foregoing starting and stopping times by **up** to one (1) hour each- beyond the **normal** starting and stopp-

ing times. The Company will give the Union reasonable notice when any of the foregoing normal shift times is going to be changed. A five (5) minute wash up period is provided for all employees at the end of each shift. Employees will not, however, use this as an excuse to leave the plant early, they must not clock out until the shift ends.

- (c) The Company shall have the right to schedule employees in accordance with any of the foregoing.
- (d) An employee who clocks in late will be penalized according to the following:

- Up to and including three (3) minutes
 - no penalty
- four (4) minutes to and including six (6) minutes
 - six (6) minutes penalty
- seven (7) minutes to and including twelve (12) minutes
 - twelve (12) minutes penalty
- thirteen minutes (13) to and including eighteen (18) minutes
 - eighteen (18) minutes penalty
- nineteen (19) minutes to and including twenty-four (24) minutes
 - twenty-four (24) minutes penalty
- twenty-five (25) minutes to and including thirty (30) minutes
 - thirty (30) minutes penalty

Employees who clock-in more than thirty (30) minutes after the start of the regular shift are required to report to their department supervisor.

19.04

The Company shall at all times take reasonable steps to give employees advance notice of any change or cancellation of regular working hours. Any employee not so notified who reports for work at his regular starting time shall be guaranteed four (4) hours work or receive four (4) hours pay at his regular rate, exclusive of premiums, unless any such change or cancellation of regular working hours is due to labour disputes, fire, power failure, or circumstances beyond the control of

the Company. In these instances, excluding labour dispute, the employee will be paid 2 hours pay at his regular rate or the pay for hours worked whichever is greater. To qualify for the said payment of wages above, the employee:

- (i) may be required to perform such work as is available, and
- (ii) must keep the Company furnished with an up-to-date telephone number at which he can be reached in order to be notified of any change or cancellation of regular working hours.

19.05 Overtime will be paid at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate, exclusive of premiums, other than lead hand and specialist allowances where applicable for the first four (4) hours of work performed in excess of eight (8) hours per day and two (2) times the regular straight time hourly rate for any additional work. Notwithstanding Article **19.09**, an employee who is required to start work before his regular starting time and is unable to complete his regular scheduled shift due to cancellation by the Company, shall not be denied his previously earned premium pay.

19.06 An employee shall be paid at the rate of time and one half (1-1/2) his regular straight time hourly rate, exclusive of premiums, other than lead hand and specialist allowances where applicable for the first four (4) hours of authorized work performed on Saturday, except for hours on a shift which commences on the Friday and extends into Saturday and two (2) times their regular rate for any additional authorized work.

19.07 An employee shall be paid at the rate of two (2) times his regular straight time hourly rate, exclusive of premiums, other than lead hand and specialist allowances where applicable, for all authorized work performed on Sunday, except for a shift which commences on a Saturday and extends into Sunday.

19.08 In this Article 19, "authorized work" shall mean work requested and properly authorized by a foreman or super.

visor, and shall not mean work by mutual arrangement between employees, with the approval of their foreman, for their own convenience.

19.09 An employee who has completed his regular shift and has clocked out and is then recalled to VV extra time shall receive a minimum of four (4) hours straight time pay or shall be paid at the appropriate overtime rate for hours so worked, whichever is the greater. An employee who, on reasonable notice, is required to start not more than four (4) hours before his regular starting time shall not be deemed to be called in pursuant to this Article 19.09 but shall be paid the appropriate overtime rate for the time he actually works before his regular starting time.

19.10 Overtime premium shall be calculated on the employee's base hourly rate excluding all bonus premiums other than lead hand or specialist allowances where applicable.

19.11 When overtime is required to be performed by employees, overtime will be distributed as equitably as possible among employees in the same classification on an hourly basis. The Company will post a weekly listing of all credited overtime hours and maintain same to reflect the true overtime picture in the plant. Overtime offered to and not accepted by an employee will be credited to the employee as though they had worked. Employees who are absent from work for any reason shall be considered as not available for the allocation of overtime and shall not be entitled to be called in. For purposes of maintaining as equitable as possible a distribution of available overtime hours employees who are absent will not be credited unless they would normally have been requested to work the overtime assignment in accordance with the distribution procedure then in effect.

An employee shall be required to accept the complete overtime assignment, and not merely part of it.

19.12 In no case will there be a duplication of pyramiding of

daily and weekly overtime or any other premium compensation.

19.13 All employees will receive a ten (10) minute paid break period during each half of their shift and at the end of each two (2) hours of overtime.

19.14 An employee who is scheduled to **work** overtime for a period of at least four (4) hours after the completion of his normal shift will be granted a ten (10) minute break prior to commencing the overtime assignment and a thirty (30) minute paid meal break after four (4) hours overtime work if the total overtime will exceed four (4) hours.

ARTICLE 20 — DESIGNATED HOLIDAYS

20.01 Every employee shall be paid eight (8) hours at his regular straight time base hourly rate exclusive of premiums, other than lead hand and specialist allowances where applicable, for each of the following holidays which shall be referred to as "Designated Holidays", provided that the employee complies with the eligibility requirements specified herein.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Plus three (3) "Floaters"

In addition to the above seven (7) Public Holidays and other five (5) paid holidays - three (3) "Floaters" plus Boxing Day and Civic Holidays, there will also be sufficient paid holidays designated so as to provide a paid holiday for the period between and including the day before Christmas if December 24th falls on a regular working day and New Year's Day. Observance of Public Holidays on days other than those normally identified as Public Holidays shall be in accordance with Section 26(3) and 4(a) (b) of the Ontario Employment Standards Act, 1974. Implementation of the above will provide for the following holiday schedule:

	1989	1990	1991
Good Friday	Mar. 24	Apr. 13	Mar. 29
Victoria Day	May 22	May 21	May 20
Canada Day	June 30	July 2	July 1
Civic Holiday	Aug. 7	Aug. 6	Aug. 5
Labour Day	sept. 4	sept. 3	sept. 2
Thanksgiving Day	Oct. 9	Oct. 8	Oct. 14
Christmas Day	Dec. 25	Dec. 25	Dec. 25
Boxing Day	Dec. 26	Dec. 26	Dec. 26
Floater	Dec. 27	Dec. 24	Dec. 23
Floater	Dec. 28	Dec. 27	Dec. 24
Floater	Dec. 29	Dec. 28	Dec. 27
Floater	—	Dec. 31	Dec. 30
Floater	—	—	Dec. 31
New Year's Day	Jan. 1/90	Jan. 1/91	Jan. 1/92

20.02 If a holiday occurs during an employee's vacation period, the employee who qualifies for holiday pay will be given an additional day off with pay.

20.03 An employee who works on any paid holiday shall receive two (2) times his regular hourly rate, plus shift premium, if applicable, for all work performed, plus the holiday pay to which he is entitled. An employee whose shift commences on a day which is not a designated holiday and extends into the designated holiday shall be paid his straight time rate of pay for the hours worked to complete his shift.

20.04 When one of the foregoing designated holidays falls upon a Saturday or Sunday, the Company will designate either a Friday preceding or the Monday following for the observance of the holiday.

20.05 Eligibility

In order to be paid for a plant holiday, employees must work their last scheduled shift prior to and their first scheduled shift after the day of observance of the holiday with the exception of the Christmas Holidays described here in (e). Properly substantiated illness or in

jury shall not **be** cause for disqualification. Employees who do not qualify as above will **be** paid for the holiday provided that:

- (a) The employee was laid *off* not more than five (5) scheduled working days prior to the day of observance of the holiday.
- (b) **The** employee on sick leave of **absence**, works in the week prior to, the week of, or the week following the day of observance.
- (c) The employee on an approved leave of absence works in the week prior to, the week of or the week following the day of observance.
- (d) The employee was in receipt of bereavement pay or was serving on jury duty or as a Crown Witness on one or both qualifying days.
- (e) Any employee absent from work on the qualifying day(s) for the Christmas Holiday will **be** penalized one day holiday pay for each qualifying day the employee is absent.

20.06 An employee who reports for work later than **two (2)** hours after the regular starting time on either or both of the qualifying shifts will **be** disqualified from receiving holiday pay unless a satisfactory reason is given.

20.07 An employee who has been suspended will not **be** disqualified from receiving holiday pay for absence on one of the qualifying days if his suspension begins or ends on such qualifying day.

ARTICLE 21 —VACATIONSWITH PAY

21.01 Employees with less than five (5) years seniority as of June **30th** in any year shall after one year of service receive a vacation of two (2) weeks and shall receive as their vacation pay an amount equivalent to five percent (5%) of their earnings during the twelve (12) months immediately preceding June **30th** of the said year.

21.02 Employeeswith five (5)years seniority or over as of June **30th** in any year shall receive a vacation of three (3) weeks during such year and shall receive **as** their vaca-

tion pay an amount equivalent to seven percent (7%) of their earnings during the twelve (12) months immediately preceding June 30th of the said year.

21.03 Employees with twelve (12) years seniority or over as of June 30th in any year shall receive a vacation of four (4) weeks during such year and shall receive as their vacation pay an amount equivalent to nine percent (9%) of their earnings during the twelve (12) months immediately preceding June 30th of the said year.

21.04 Employees with twenty (20) years seniority or over as of June 30th in any year shall receive a vacation of five (5) weeks during such year and shall receive as their vacation pay an amount equivalent to ten percent (10%) of their earnings during the twelve (12) months immediately preceding June 30th of the said year.

21.05 "Earnings" for the purpose of this Article 21 shall include total wages, overtime payments, previous years's vacation payment and designated holiday pay, but shall not include Workmen's Compensation, Weekly Indemnity or Unemployment Insurance.

21.06 The Company will post the vacation schedule on or before April 1st of each year.

21.07 Employees who are off work due to sickness or injury and qualify for weekly indemnity shall be paid their vacation entitlement or percentage (%) whichever is greater provided they have worked 1,000 hours during the vacation year.

ARTICLE 22 — BENEFITS

22.01 Benefits and plans referred to in this Article 22 are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance whether issued by private carriers or government agencies.

22.02

OHIP

Effective July 1, 1974, the Company will pay one hundred percent (100%) of the premium cost of Ontario Health Insurance Plan (O.H.I.P.) premiums on behalf of seniority employees and "recognized dependents".

22.03

Life Insurance

The Company will pay one hundred percent (100%) of the premium cost of life insurance, accidental death and dismemberment insurance and weekly indemnity insurance in accordance with the following, for seniority employees;

	Life Insurance	Accidental Death and Dismemberment
Currently	\$15,000.00	\$15,000.00
April 1, 1989	\$17,000.00	\$17,000.00
April 1, 1991	\$19,000.00	\$19,000.00

22.04

Weekly Indemnity

Effective on May 1, 1976, the Company will provide a weekly indemnity plan on a 1-1-5-26 basis to yield weekly indemnity of sixty-six and two thirds percent (66-2/3%) of the employee's basic wage to the maximum U.I.C. earnings.

In consideration of the fact that the Company is herein providing benefits equal to those required by the Unemployment Insurance Act for qualifying for premium reduction, the parties hereto agree that the Company shall be entitled to retain the full amount, i.e. twelve twelfths (12/12) of the premium reduction granted by the Unemployment Insurance Commission.

22.05

Semi-Private

Effective March 1, 1975, the Company will pay one hundred percent (100%) of the premium cost of semiprivate coverage for seniority employees and "recognized dependents".

22.06

Prescription Drugs

Effective July 1, 1974, the Company will provide and pay ~~one~~ hundred percent (100%) of the premium cost of a ~~.35c~~ deductible prescription drug plan on behalf of seniority employees and "recognized dependents".

22.07

Dental Plan

Effective July 1, 1980, the Company will provide and pay ~~one~~ hundred percent (100%) of the premium cost of a "basic" dental plan providing routine treatment coverage for seniority employees and their families.

Effective March 15, 1989 the equivalent of "Green Shield Plus 2" will be added to the current dental plan.

Effective March 15, 1990 ~~the~~ equivalent of "Green Shield Plus 3" will be added to the current dental plan.

The benefits will be reimbursed expenses based upon a twenty five dollar ~~(\$25.00)~~ per single employee and fifty dollar ~~(\$50.00)~~ per family group yearly deductible feature with eighty percent (80%) of the remainder of the treatment cost at the applicable O.D.A. fee schedule to a maximum of one thousand dollars ~~(\$1,000)~~ per year accumulated benefits per single employee or individual family member.

The Ontario Dental Association - schedule of fees as established each January shall be the applicable reimbursement rate for services.

22.08

Pension

Effective March 15, 1978, ~~the~~ Company will introduce a Pension Plan for hourly-rated employees. The Pension Plan will be a standard ITT Canada Plan which will ~~in~~clude a future service benefit amount per month per credited year of service in accordance with ~~the~~ **service** benefit schedule; a mandatory retirement at age 65; a vesting provision after 10 years of credited ~~service~~; early retirement provision actuarially reduced beginning at age 55 with 10 years of credited service; a maximum benefit provision ~~co~~ordinated with Canada Pension Plan

and Old Age Benefit.

Effective April 1, 1986 the Company will adjust the Pension Plan to provide a disability pension with an eligibility level of fifty (50) years of age with fifteen (15) years of service.

Benefit Schedule

For Future Service on or After	Benefit Amount
January 1, 1972 to December 31, 1983	\$ 8.00
January 1, 1984 -Forward	\$10.00

Participation in the Pension Plan, effective March 15, 1980, will be limited to employees who either have seniority as of that date (March 15, 1980) or to employees hired subsequently and who have acquired five (5) years seniority. Upon the acquisition of five (5) years seniority employees will be granted for pension purposes only, Credited Service in accordance with the Credited Service Determination Procedure currently in effect.

ARTICLE 23 —SPECIAL ALLOWANCE

23.01 Shift Premium

- (a) An afternoon shift shall be considered as one scheduled to begin on or after 3:00 pm. A night shift shall be considered as one scheduled to begin on or after 10:00 pm.
- (b) Shift premiums will only be paid to employees who are actually scheduled to work such shifts and will be paid for all hours worked.
Shift premiums shall not be paid to an employee whose work on a day shift continues past the scheduled starting of the afternoon or night shift.
- (c) Effective March 15, 1989, shift premiums shown above will be paid at forty cents (40c) per hour for all hours worked during the afternoon shift and forty-five Cents (&) for all hours worked during the night shift.

23.02

Lead Hands

Lead hands may be selected by the Company, and their selection shall be primarily on considerations of general knowledge and of skills in the overall group which they lead and their qualifications to provide leadership therein. Selection of lead hands shall not be subject to the seniority provisions of this Agreement. If a lead hand is not proving satisfactory to the Company in this capacity, he can be discontinued in that capacity by the Company and such employee shall then revert to his or her former status. The Company may at any time in its discretion eliminate lead hands in any department. Lead hands shall be paid fifteen cents (15¢) per hour above the rate of the classification of which they are put in charge.

23.03

Specialist

When work of a specialized nature is required to be performed by an individual or individuals, the Company will select the person(s) to perform such work and will pay a premium of twenty-five cents (25¢) per hour for work performed. The Company will notify the Union when required, who required, work to be performed and approximate length of time required. In cases of layoff from a classification persons defined as specialists will not be excluded from normal seniority provision. They will continue to perform the work of a specialist provided they retain sufficient seniority to remain in the classification.

23.04

Bereavement

When a death occurs in a seniority employee's immediate family (i.e. current spouse, parent, parent of current spouse, grandparents of employee or spouse, grandchildren in immediate family, child, brother or sister of employee) the employee, on request, will be excused for a period not to exceed three (3) consecutive days, or such fewer days as the employee may be absent, immediately following the date of death, ending with the date of the funeral, provided he attends the funeral.

The employee shall not be entitled to receive any pay for any day upon which he would not otherwise have been scheduled to work for the Company. Payment will be based upon the employee's straight time **base** hourly rate exclusive of premiums apart from **lead** hand and specialist allowances where applicable. A claim for bereavement allowance must **be** presented within two (2) weeks of the bereavement. When death occurs in the seniority employee's immediate family (as herein defined) and he cannot attend the funeral or in the event of an employee attending the funeral of a grandchild the employee will be excused for one (1) day.

23.05

Jury Duty - Crown Witness

Each seniority employee who is summoned **to** and reports for jury duty, or is subpoenaed as Crown Witness, as prescribed by applicable law (subject to the eligibility requirements **set** out below) shall be paid **by** *the* Company the difference between the employee's regular straight time day work hourly rate exclusive of premiums **apart** from specialist and lead hand allowances where applicable, for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury duty fee paid by the Court (**not** including travelling allowance or reimbursement of **ex**-penses). The Company's obligation to pay an employee under this Section is limited to a maximum of sixty (60) days in any calendar year, and in order to receive **pay** ment under this Section, an employee must *meet* all of the following eligibility requirements.

- (a) The employee shall have given twenty-four (24) hours notice to the Company that he has been summoned;
- (b) **The** employee shall furnish satisfactory evidence to the Personnel Manager that he reported **for** a performed duty on the days **for** which he claims payment and shall furnish acceptable proof of the amount of pay received by him;
- (c) The employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.

Citizenship

The Company will grant to a seniority employee, once during his employment, leave of absence for up to four (4) hours upon each of the following days

- (1) The day upon which he applies to take his Canadian Citizenship Test, and
- (2) The day upon which he takes such test, and
- (3) The day upon which he receives his certificate of Canadian Citizenship.

Each of the foregoing leaves of absence shall be without pay, however, an employer who is awarded his Canadian Citizenship Certificate pursuant to receiving such leave of absence shall be reimbursed by the company for time lost from his regularly scheduled straight time work up to four (4) hours pay for each of such days, at his straight time rate of pay exclusive of premiums apart from specialist and lead hand allowances where applicable.

Tuition Aid

Employees with a least one (1) year's seniority will be eligible for tuition aid. In order to qualify for tuition aid, the employee must obtain written approval from the Company on a request form provided by the Company, prior to the commencement of the course. Only those courses which are deemed to be of direct benefit to the Company will be eligible for approval. Payment for approved courses, to a maximum of three hundred dollars (\$300) per employer per calendar year, will be made for tuition fees only upon presentation of proof of successful completion and original fee payment of the above.

ARTICLE 24 — WAGES AND CLASSIFICATIONS

Wage rates in accordance with Schedule "A", "B" and "C" attached hereto will be in effect from March 15, 1989 to March 14, 1992.

24.02

- (a) An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:
- (i) if the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay he shall receive his regular rate of pay.
 - (ii) If the transfer is for the convenience of the employee or to enable him to avoid layoff and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such less rate.
 - (iii) if the transfer is for the convenience of the Company to a higher-rated classification then the employee will receive the higher rate of pay.

ARTICLE 25 —APPRENTICESHIP

The parties hereto have agreed that a formal apprenticeship program based upon but not entirely restricted to a C.A.W. Skilled Trades Apprenticeship Program and Schedule will be formulated and administered by the apprenticeship committee which will be composed of two (2) members from the Union. The apprenticeship agreement which will become an addendum to the Collective Agreement will comply with the rules and regulations as set forth by the Industrial Training Branch of the Ministry of Colleges and Universities.

ARTICLE 26 —NEW JOBS

When Management creates a new classification not covered by this Agreement, Management representatives will meet with the Shop Committee and advise the Committee of the wage rate it has established for the new job classification. If the Shop Committee is not in agreement with the wage rate and the Committee and the Management cannot resolve the difference, then the

Committee shall treat the matter as a Union policy grievance at Step 3, of the grievance procedure by putting the grievance in writing and presenting it as provided by the Article 10.10 hereof. In the event that the Shop Committee and Management agree upon a rate different from that established by the Company, the new rate shall be retroactive to the date upon which the matter was presented to the Company as a Step 3 grievance. While any matter hereunder is pending, the employee who may be assigned the particular job in question shall nonetheless fully perform such job in the manner required by the Company.

ARTICLE 27 — SAFETY AND HEALTH

27.01 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees to cooperate with Management concerning health and safety of employees.

27.02 Safety Glasses

During an employee's probationary period, the Company will furnish him with a safety shield. Upon attaining seniority the employee who requires safety prescription glasses shall purchase such glasses from an optometrist designated by the Company and turn the receipt over to the Company. The Company will refund to him the cost of such first pair of safety glasses and will replace the glasses once per year, if necessary. The year shall be calculated from the date of employment. Replacement will be made at other times through fair wear and tear. The wearing of eye protection is a condition of employment.

27.03 Safety Boots

Each employee will be supplied with one pair of safety footwear per year of employment up to a maximum value of sixty dollars (\$60) per pair effective March 15,

1989. Should this amount be exceeded, the employee must pay the difference.

Should the employee, who has been supplied with footwear by the Company, leave the Company for any reason before attaining seniority, the cost of the safety shoes shall be deducted from his final pay. The wearing of safety shoes is a condition of employment.

Replacement of safety shoes which are damaged beyond economical repair through fair wear and tear may be made at any time to the Same value.

Effective March 15, 1990 this allowance will be increased to sixty-five dollars (\$65) per pair.

27.04

Hearing Protection

Due to the high noise level in the production areas of the Plant it is deemed a condition of employment that all employees with the exception of toolroom employees, while working in the toolroom, wear noise protection. The Company will supply these protective devices in the form of ear plugs or ear muffs. Employees may have their individual choice of the device that they wish to use. It is the employee's responsibility to maintain these devices in a clean and sanitary manner.

27.05

Coveralls and Smocks

Each employee will be supplied with coveralls or smocks for protection of their own personal clothing. The Company will pay for the cleaning of these garments to a maximum of two (2) garments per week per employee. An employee may elect to have the Company supply him or her with three (3) shirts and three (3) pants per year, which will be subject to being maintained by the employee in a good and satisfactory manner.

27.06

Safety Committee

- (a) The Company and Union will participate in a Safety Committee with each appointing two (2) members.

- (b) The Company will arrange for, and provide at Company expense, up to two (2) bargaining unit employees to attend one (1) IAPA Safety Course each during the term of this Agreement. In addition, the Company will grant a leave of absence with pay for up to four (4) hours for each Safety Committee member ~~once~~ in each year for the purpose of attending a C.A.W. sponsored safety course.
- (c) The Safety Committee will meet ~~once~~ each month to conduct a plant inspection, report on safety hazards and to make recommendations for the improvement of safety within the plant. Minutes of such meetings will ~~be~~ recorded and posted within the plant.
- (d) Safety Committee members will ~~be~~ notified of and conduct investigations of all accidents, or incidents which require the government inspector's investigation.
- (e) One Safety Committee member will accompany the government inspector on his routine inspections.
- (f) Access to the plant will ~~be~~ provided to National Health and Safety representatives upon reasonable request of the National Union.

ARTICLE 28 —EMPLOYEEASSISTANCE PROGRAM

The Company recognizes the Employee Assistance Program of ITT Canada to assist our employees with problems of substance abuse. The Company and Union agree to work with and encourage individuals who have a need for this program and to maintain an open dialogue in an effort to minimize or eliminate the negative affects of substance abuse to the Company's employees and productivity capacity.

ARTICLE 29 —NEWARTICLES AND LANGUAGE

29.01 Subcontracting

When subcontracting work is required for the purpose of installation or the repair of equipment, the Company will notify the Committee of the expected duration. It is not the intent of the Company that subcontracting work will

result in the reduction in the manning of the Bargaining Unit.

29.02 **Employment Equity**

The Company agrees to extend opportunities to all qualified applicants and employees on a non-discriminatory basis for employment and advancement within the Company. The Company further agrees to comply with the Employment Equity Act with regard to the treatment of Women, Visible Minorities, Native People and Disable Persons.

29.03 **Pay Equity**

The Company recognizes Pay Equity Legislation in the Province of Ontario and agrees to negotiate with the Union the provisions addressing this legislation, where so prescribed.

29.04 **Technological Change**

Technological change is defined as changes in technology to the process, equipment or methods that significantly differ from that previously utilized by the Company. In the event of technological changes as defined above, the Company shall give the Union as much advance notice as possible and will discuss with the Union any anticipated impact on the workforce resulting from these changes.

An employee who is displaced from his/her job as a result of technological change shall have an opportunity to fill any vacancy for which he has seniority and which he is able to perform after a reasonable period of training as set out in Article 16 of the C.A.

Where new or greater skills are required, such employees shall, at the expense of the employer, be provided with a reasonable period for training. The parties agree to discuss appropriate training for the specific changes identified.



ARTICLE 30 — DURATION

30.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If any provision of this Agreement is in conflict with any existing or future Provincial or Federal law, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect. However, if in the future the Company and the Union reach any understandings which are mutually agreeable to both parties, they will not be binding unless and until they are reduced to writing and signed by both parties.

30.02 This Agreement shall become effective on the 15th day of March, 1989 and shall remain in full force and effect until and including the 14th day of March, 1992 and from year to year thereafter unless in any year, but not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with written notice of termination of its proposed revision of this Agreement.

Duly executed this 14th day of March, 1989;

**For The Union
(CAW Local 252 - Milrod Unit)**

**For The Company
(ITT Milrod)**

(H. Kyle - National Rep.)

(C. Slade - Personnel &
Industrial Relations)

(S. Grewal -
Plant Chairman)

(N. VanMierlobensteyn
Director of Operations)

(R. Siraj -
Plant Vice Chairman)

(F. Guglielmello -
Controller)

(A. Myrie - Committeeman)

(W.G. Franklin -
General Manager)

(G. West - Committeeman)

ITT MILROD
WAGE RATES
SCHEDULES "A", "B" and "C"

Labour Grade	Classification	Schedule "A" Effective		Schedule "B" Effective		Schedule "C" Effective	
		March 15, 1989 Start	Seniority	March 15, 1990 Start	Seniority	March 15, 1991 Start	Seniority
1	Sweeper	\$12.49	\$12.64	\$13.19	\$13.34	\$13.99	\$14.14
2	General Labour	\$12.53	\$12.68	\$13.23	\$13.38	\$14.03	\$14.18
3	Maintenance Helper	\$12.59	\$12.74	\$13.29	\$13.44	\$14.09	\$14.24
4	Punch Press Operator, Machine Welder, Shipper. Receiver	\$12.69	\$12.84	\$13.39	\$13.54	\$14.19	\$14.34
5	Arc Welder - Hand to Production, Arc/Mig Welder, Automatic Blanking Press Operator, Boxmaker, Storekeeper, Utility Man	\$12.79	\$12.94	\$13.49	\$13.64	\$14.29	\$14.44
6	Material Handler - Crane, Fork Lift Operator	\$12.90	\$13.05	\$13.60	\$13.75	\$14.40	\$14.55
7	Oiler	\$12.99	\$13.14	\$13.69	\$13.84	\$14.49	\$14.64
8	Inspector, Die Setter	\$13.09	\$13.24	\$13.79	\$13.94	\$14.59	\$14.74
9	Machine Repair, General Machinist	\$17.04	\$17.32	\$17.84	\$18.12	\$18.79	\$19.07
10	Plant Electrician, Mill Wright	\$17.46	\$17.76	\$18.26	\$18.56	\$19.21	\$19.51
11	Tool & Die Maker	\$18.01	\$18.31	\$18.81	\$19.11	\$19.76	\$20.06
12	Electronic Technician	\$18.76	\$19.06	\$19.56	\$19.86	\$20.51	\$20.81

- (a) Wage rate adjustments in accordance with Wage Rate Schedules A B and C will be implemented within the first pay period following the effective dates as stated in Wage Rate Schedules A B and C.
- (b) Apprenticeship rates will be determined as per schedule shown in the Apprenticeship Agreement.
- (c) Successful applicants for job postings will be placed at the starting rate for the classification.
- (d) Employees moving into the Die Setter Classification without any previous experience will receive the starting rate for Labour Grade 8 as a training rate for the maximum period of three (3) months.

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