

SOURCE	Camp		
DATE	95	12	01
TERM.	98	11	30
NO. OF EMPLOYEES	343		
NOMBRE D'EMPLOYÉS	25		

# AGREEMENT

Entered into this 1st day of December, 1995

between

**HUSSMANN STORE EQUIPMENT**

of the City of Brantford  
in the Province of Ontario

and the

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA), AND ITS LOCAL 397**

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## INDEX

	Page
Article I	- Purpose of Management 3
Article II	- Management Rights 4
Article III	- Union Recognition 4
Article IV	- Strikes and Lock-outs 5
Article V	- Union Activity 5
Article VI	- Union Representation 5,6
Article VII	- Grievance Procedure 7,8
Article VIII	- Arbitration 8,9
Article IX	- Discharges 9
Article X	- Disciplinary Action 10
Article XI	- Seniority 10-12
Article XII	- Postings and Transfers 12-14
Article XIII	- Layoffs and Recalls 14-16
Article XIV	- Skilled Trades 17-19
Article XV	- Leave of Absence 19,20
Article XVI	- Temporary Transfers/Assignments 20
Article XVII	- Bulletin Boards 20
Article XVIII	- Productions and Time Standards 21
Article XIX	- Wages and Hours 21-24
Article XX	- Plant Holidays 24-26
Article XXI	- Vacations with Pay 26-29
Article XXII	- Reporting Allowance 29
Article XXIII	- Injury Allowance 29
Article XXIV	- Safety and Health 30
Article XXV	- Canteen Service 31
Article XXVI	- Rest Periods and Wash-up Periods 31
Article XXVII	- Social Security Benefits 32-38
Article XXVIII	- Bereavement Pay 39
Article XXIX	- Jury Duty and Witness Pay 39
Article XXX	- Pension Plan 39-41
Article XXXI	- General 41-43
Article XXXII	- Termination Clause 43
Appendix "A" - Labour Grades, Classifications & Wage Rates	44-46

## ARTICLE I

### PURPOSE OF AGREEMENT

1.01 This agreement seeks to enhance harmonious relations between the Company and employees, and to provide machinery for prompt and equitable disposition of grievances. Further to establish and maintain satisfactory working conditions, hours of work, wages and other conditions of employment for all employees who are subject to the provisions of this Agreement.

1.02 The word "employees" used in this agreement shall mean the hourly rated employees of the Company employed by it at its plant and any similar operations (warehouse or plants) at Brantford, Ontario.

For the purposes of this Agreement the word "employees" shall not include the following: Office Workers, other salaried employees, Plant Guards, Foremen and all other members of Management.

1.03 The Company recognises the Union as the exclusive bargaining agent for its hourly employees with respect to wages, hours and working conditions.

Company employees who are not members of the bargaining unit will not normally perform work which falls within the scope of the bargaining unit.

The parties agree that in the event new products or changed models of existing products are being implemented by the Company, non-bargaining unit members may be used on pre-production work for start-up periods while the start-up is being accomplished.

1.04 Section 1: Non-Discrimination - The Company and the Union agree that there shall be no discrimination for or against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, handicap, age, family status, and marital status.

Section 2: Harassment - The Company and the Union agree that every employee must challenge harassment whenever it occurs. We must ensure that the dignity of our fellow workers is not threatened by harassment. In addition, the Company and the Union agree that any resolution of a harassment complaint must reflect the serious nature of such acts, and send a clear signal that they will not be tolerated. During the investigation, a Company representative or a Union representative may be present, if the complainant agrees. All investigations will be handled discreetly, confidentially, and promptly.

Section 3: Where the male gender is used in this agreement, it is agreed that the female gender shall also be construed in the application and interpretation of this Agreement.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

**2.01** It is the exclusive right of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, suspend, transfer, classify, promote, demote or otherwise discipline employees for just cause, subject to the right of an employee to grieve as herein provided, except that probationary employees do not have the right to grieve discharge.

**2.02** Other rights and responsibilities belong solely to the Company, prominent among which, but by no means wholly inclusive, are the rights to decide the number and location of plants, the machine and tool equipment, the products to be manufactured, the methods of manufacture, the schedule of production, the processes of manufacturing or assembling, together with all designing, engineering, and the control of raw materials semi-manufactured, and generally controlling and directing the business of the Company.

**2.03** The Company has the right to make and alter, from time to time, reasonable rules and regulations to be observed by employees. Advance notice/discussion with the Union will be held.

**2.04** The Company agrees that these rights will be exercised consistent with the provisions of this Agreement.

## **ARTICLE III**

### **UNION RECOGNITION**

**3.01** It is agreed that all present employees, and new employees shall become and remain members of the union. Each employee shall contribute regular monthly union dues, initiation fees, and official assessments as prescribed by the National Constitution and By-laws, as certified to the Company in writing by the Union. In addition, the Company agrees to deduct dues as may be authorised by the CAW Canadian Region Skilled Trades Council, from the Skilled Trades Journeyman. The administration of this provision shall result in no liability to the Company.

**3.02** All present employees of the Company, covered by this Agreement who are eligible to be and who are not members of the Union, will have an amount equal to the regular monthly dues of the Union deducted from their pay once each month.

**3.03** All sums deducted, together with a record of those from whom deductions have been made, and the amounts shall be forwarded to the Financial-Secretary of the local not later than the last day of the same month in which the deductions were made.

## ARTICLE IV

### STRIKES AND LOCK-OUTS

4.01 The Company agrees that there will be no lock-out of employees during the term of this Agreement, and the Union agrees that there will be no strike during the term of this Agreement. It is understood that the terms "strike" and "lock-out" have the same meaning as in the definition of such terms in the Ontario Labour Relations Act as amended from time to time.

## ARTICLE V

### UNION ACTIVITY

5.01 The Union agrees that there will be no Union activity during working hours except that which is necessary in connection with the handling of grievances and the enforcement of this Agreement.

## ARTICLE VI

### UNION REPRESENTATION

6.01 The Company will recognise a plant committee of seven (7), consisting of a plant chairperson, four (4) zone committeepersons, one (1) Committee Person for off-shift representation and one (1) for skilled trades.

A Committee Person will represent Zones as follows:

Zone 1	Specialty, Sheetmetal, Foam
Zone 2	Assembly, Lines 1-7, Sick bay, Frip case area, Mftg support
Zone 3	Assembly Lines in Warehouse, Lines 11-12, Check-out, Shipping/Receiving, Whip
Zone 4	New System including Chiller, Welding, Unit Line, Paint Line, Coil, Woodshop
Zone 5	Second, Third and/or Fourth shift
Zone 6	Skilled Trades

Committeepersons will represent zones where they are familiar with the work performed. In the event no Committee Person is assigned to work on a shift, the Union may name a steward to handle grievance matters through Step 1, discipline, and union-Company meetings on the unrepresented shift.

Provisions of Article 6.06 will apply to the extent that the steward will remain on his shift so long as he possesses the qualifications required for at least one (1) of the remaining jobs.

If necessary, Zone changes will be made by mutual agreement between the Union and Company.

**6.02** Plant Committeepersons and the Plant Chairperson will have regular full-time jobs within the plant, that may be interrupted as necessary for grievance handling, Agreement administration and meetings with management. Such Union time will be subject to sign-out, sign-in, and will be efficiently spent.

The foremen may require the Committee or Chairperson to delay leaving his regular duties for up to one-half hour if it is deemed necessary to production requirements.

Paid Union time will be at the employee's regular time rate and may be with-held if abused. Where a Union representative exceeds regular scheduled hours, the representative will be paid under this provision at the applicable overtime rate, if such time is sanctioned by the Company.

**6.03** The Plant Chairperson will function on a plant-wide basis, and will be the in-plant union representative with whom regular communications from Company management will occur. An office with a telephone for local calls will be provided for the chairperson to permit the efficient discharge of his responsibilities.

**6.04** The Company will keep the Union informed of the names of its Supervisors and Managers; the Union will keep the Company informed of the names and zone assignments of committeepersons and alternates replacing regular committeepersons absent from work for one or more working days if an alternate is designated by the Union and the Company informed in advance.

**6.05** Either the Company or Union may request a joint meeting to discuss Agreement administration matters and other topics of mutual interest. Such meetings will be arranged by the Plant Chairperson and Industrial Relations, and will be scheduled within five (5) working days of the request.

The Company or Union may request the presence of the Union National Representative at such meetings.

**6.06** The recognised Plant Committee will be retained in the employ of the Company during their term of office so long as there is work available, provided the Committeeperson/Chairperson has the qualifications required for at least one (1) of the remaining jobs. In the event the off-shift is discontinued, the designated committeeperson on this shift will be transferred to the day shift until the off-shift is restored.

## ARTICLE VII

### GRIEVANCE PROCEDURE

**7.01** A grievance is defined as an alleged violation by the Company of a provision of the administration of a provision of the Agreement by an employee(s) or an established past practice which shall be limited to a practice consistently administered and agreed-to by both parties.

No grievance shall be considered, the alleged circumstances of which occurred or could have reasonably become known to the grievor more than five (5) working days prior to its presentation to his supervisor. The time limitation does not apply to grievances regarding improper pay.

**An** alleged grievance shall first be discussed between the employee and/or his zone Committee Person with his foreman. The foreman's disposition shall be given within the next working day. Settlement reached at this stage is non-precedent setting and shall be viewed as settlement for the instant issue only.

#### Step 1

Failing a satisfactory settlement of the complaint, within two (2) working days of the foreman's disposition, the grievance may be reduced to writing on a form supplied by the Company, which will provide a copy for the Union. Such forms will be completed and signed by the zone Committee Person and employee, when available. The zone Committee Person shall present the grievance to the supervisor for his written disposition, such disposition to be given within the next working day.

#### Step 2

If the Union chooses to appeal the grievance to Step 2, the plant chairperson shall, within two (2) working days, so notify the plant manager, who shall schedule a meeting within two (2) working days. At this meeting, the plant chairperson may invite the initiating Committee Person, the plant manager may invite the Step 1 foreman.

The plant manager will give the Company's written response within two (2) working days following Step 2 meeting.

#### Step 3

If the Union chooses to appeal the grievance to Step 3 the plant chairperson shall, within two (2) working days, so notify the Industrial Relations manager, who shall schedule a meeting within five (5) working days. At the 3rd step meeting, the Union National Representative, Plant Chairperson and the Zone Committee Person may meet with the Company representative. The Company will be represented by the Industrial Relations Manager and the plant manager (or in his absence, a designated management member).

Within three (3) working days following the Step 3 meeting, the Industrial Relations Manager shall give the Company's written response to the grievance and promptly furnish a copy to the Plant Chairperson.

If the Union chooses to appeal the Company's final answer to the grievance, it may do so in accordance with Article VIII.

7.02 In the event management fails to answer a grievance within the time limits set out above, the grievance shall automatically escalate to the next step.

In the event Union representatives fail to make a timely appeal within the time limits set out above, the grievance shall be deemed to have been dropped and no further appeal will be timely.

7.03 In the event unforeseen circumstances cause the parties a problem with the time limits or designated representatives as set out above, they may mutually agree to make special arrangements to satisfy the requirements of this grievance procedure.

7.04 A union policy grievance may be submitted by a plant Committee Person directly to Step 3 within five (5) full working days or when the union became aware or reasonably ought to have become aware of the circumstances giving rise to the grievance.

Such grievances will be confined to an alleged violation by the Company of a provision or the administration of this agreement or an established past practice which shall be limited to a practice consistently administered and agree-to by the parties which affect the bargaining unit and will not be used to by-pass the regular grievance procedure.

7.05 Once a grievance has been presented to the Company in writing, any interview of the grievant(s) regarding the grievance shall be held with his or her Union Representative present.

## **ARTICLE VIII**

### **ARBITRATION**

8.01 Failing settlement of the grievance as herein before provided in Article VII, the Union may submit the matter to the appropriate arbitrator listed below within fifteen (15) working days after the reply in 7.01 Step 3 is given. Such time may be extended by mutual agreement between the Union and the Company. If no written request for arbitration is received within such fifteen (15) working day period or extension, the grievance shall be deemed to have been abandoned. If appeal to Arbitration is made either party may notify an arbitrator and a copy of such notice be given to the other party. Such arbitrator shall be selected in rotation from the following panel of arbitrators:

W.B. Rayner, E E. Palmer, H.D. Brown, Ian Hunter.



Grievances concerning discharge or termination will be given priority over all other types of grievances.

**8.02** No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate a settlement of the grievance.

The arbitrator shall hear the grievance, including any question as to whether a grievance is arbitrable, and issue a decision which shall be final and binding upon both parties and upon any employee affected by it.

Payment of the arbitrator's expenses and fees shall be divided equally between the Company and the Union.

**8.03** The arbitrator shall not alter, modify or amend any part of this Agreement nor make any decision inconsistent therewith.

In matters respecting an employee's suspension or discharge, the arbitrator may direct any suitable arrangement deemed to be just and equitable under the circumstances including reinstatement of former job, reimbursement of net wages lost, etc., but such arbitrator shall not have the authority to deprive a reinstated employee of any of his attained seniority.

**8.04** The Company and the Union will in good faith endeavour to develop an agreed written statement of facts and any such agreed statement may be submitted to the Arbitrator.

**8.05** The Arbitrator will endeavour to answer within thirty (30) days of the conclusion of the hearing.

## **ARTICLE IX**

### **DISCHARGES**

**9.01** In all cases, where a seniority employee is interviewed for and/or discharged, his union representative and the plant chairperson shall be present. If discharged, he shall be given an opportunity to be interviewed by his union representatives before he is required to leave the plant.

Should the plant chairperson or the employee, within five (5) working days of the discharge, protest such discharge in writing, it shall be treated as a grievance and dealt with at Step 3 of the grievance procedure.

9.02 At the time a seniority employee is discharged, the Company will notify the employee in writing of the reasons pertaining to his discharge with copy to the Union.

9.03 **An** employee may be discharged for omitting or falsifying relevant information on the Company's application for employment form or other employment related documents. Such discovery must occur within the first three years of employment. After three years of employment an employee will not be discharged for this offence.

## **ARTICLE X**

### **DISCIPLINARY ACTION**

10.01 When an employee is given a disciplinary interview, derogatory notation or disciplinary suspension, the meeting will be held in the privacy of an office with his Union Representative present.

10.02 Derogatory notations, including disciplinary suspension shall be signed by the Union Representative in acknowledgement of its receipt and copies will be immediately issued to the employee and the Union.

10.03 All disciplinary action will be promptly administered by the Company, and within three (3) clear work days of the infraction, except where the infraction is discovered later and would not have been known to the Company.

10.04 The discipline record of an employee will be cancelled one calendar year ~~from~~ the date of issuance.

10.05 In an effort to provide that the discipline issued will be that which is warranted, a disciplinary suspension (not to include discharge) will not begin to be served for at least five (5) working days after the employee receives notice of such suspension unless the situation is such that the Company deems it necessary to remove the employee from the premises. The Company will look at each case on its own merit. Attendance is an example that may warrant an exception.

10.06 Working days in this clause shall be days on which the employee is actively at work.

## **ARTICLE XI**

### **SENIORITY**

11.01 Seniority shall mean an employees length of time with the Company from his original date of hire unless amended or lost under a provision of this Agreement.

**11.02** Probationary employees shall become seniority employees upon completion of sixty (60) calendar days service exclusive of any layoff and/or plant vacation/shutdown, or any other period of time off work except as otherwise hereinafter provided, within any period of twelve (12) consecutive months. Time off work for legitimate reasons to a maximum of five (5) working days, which shall include plant holidays, will be considered as time worked in computing the probationary period.

The date of hiring of any employee placed on the seniority list after the expiration of his probationary period shall be considered to be sixty (60) calendar days prior to the date on which he attains seniority.

In the case of two or more employees hired the same date, they will be positioned on the seniority list in line with their hire-in time, ie: first hired will be first listed.

Employees shall be considered probationary employees until they become eligible for the seniority list as herein provided.

Probationary employees shall not have any seniority rights including the right to grieve a discharge which occurs during their probationary period.

**11.03** Plant wide seniority lists will be revised every three (3) months. Copies of the plant seniority list will be given to the union and copies shall be posted on a protected board. A list of employees names and addresses will be given to the union upon request.

**11.04** The senior seniority employee will have the preference of shift within his own specific classification, limited to one change each six (6) months. Such changes to be made at the start of a work week. This six (6) month restriction shall not apply to an employee transferred to a different shift due to a reduction or layoff.

**11.05** If an employee is transferred permanently from one department to another, the seniority acquired will also be transferred. In cases of temporary transfers, employees shall retain seniority in the original department from which transferred.

### **LOSS OF SENIORITY**

**11.06** An employee shall lose his seniority, and his name shall be removed from the seniority list, and his employment relationship with the Company terminated, for the following reasons:

(a) Voluntary resignation;

(b) Early retirement with the exception of employees identified in 27.12; attainment of normal retirement age unless the employee continues employment past his normal retirement date.

(c) Discharge for just cause and not reversed through operation of the grievance procedure;

(d) Continuous non-employment by the Company for a period of time equal to the full length of the employee's seniority at time of lay-off or a period of eighteen months, whichever is greater.

(e) If an employee is laid off and fails to notify the Company of his intent to return to work within two (2) working days after he has been notified by registered mail at his last address on record by the Company, and if having given notice as required above he fails to return to work within a further three (3) working days. The employee will be deemed to have received the registered letter on the day the post office attempts to deliver the letter, either by having someone sign for the letter, or by leaving a card indicating that the letter is to be picked up. If an employee is unable to comply within the prescribed time(s), for justifiable reasons, his name will not be struck from the seniority list. His name, however, may be passed over and the next in line of seniority may be recalled.

(f) Absence from work without justifiable reason for a period of three (3) working days.

(g) If an employee fails to return to work the first day following a leave of absence unless he has a justifiable reason.

(h) Incarceration exceeding twelve (12) months. If it is later proven that the employee was not guilty as charged, the time frame will be eighteen (18) months from the date his sentence commenced. Seniority shall freeze. Offences against the Company are specifically excluded.

**11.07** Employees transferred to classifications not subject to the provisions of this Agreement shall, when transferred back to the bargaining unit, be placed on the seniority lists in accordance with this Agreement. This clause will continue in effect for all employees covered by this clause, prior to the signing of the 1972 Agreement. After the signing of the 1972 Agreement, whenever an employee is transferred from the Bargaining Unit to a position outside the Bargaining Unit, and if he is transferred back to the Bargaining Unit, he will be credited with the seniority he accrued prior to his transfer outside the Bargaining Unit. Such returns will not result in the coincidental layoff of a bargaining unit member. For employees who leave the Bargaining unit after the signing of the 1987 Agreement, the Company will not transfer such employees back into the Bargaining Unit if they have been out of the unit for a period of eighteen (18) months and or previously been transferred out of the Bargaining Unit. Effective December 1, 1995, employees cannot be transferred back to the bargaining unit if they have been out of the unit for a period of six (6) months and/or have previously been transferred out of the bargaining unit.

## **ARTICLE XII**

### **JOB POSTINGS AND TRANSFERS**

#### **12.01 Groups 1,2**

An employee with plant-wide seniority desiring to make application to a job classification in Groups 1, and 2 will file an application for transfer with the Industrial Relations Department. The employee shall set forth on the application for transfer the job classification to which he wishes to

be transferred and any physical limitations. It is understood that an employee may also transfer to a job classification in a specific department but may not select a particular task or work station. The Industrial Relations Department will transmit a copy to the foreman, and copy to the Union.

When filling such a vacancy, seniority shall prevail providing the employee has the physical capabilities.

### **12.02 Group 3 and Higher**

(a) When permanent vacancies exist which the Company deems necessary to fill: the Company will post a notice of the vacancy for two (2) working days on all plant bulletin boards designated for this purpose. The Company will also post the subsequent vacancy. The notice will specify the nature of the job, the shift, qualification required and the rate of pay. An employee who wishes to be considered for the position posted shall signify his desire by making formal application to his immediate supervisor on a form supplied by the Company. The employee will receive a copy of his application at the time submitted initialled by his supervisor.

(b) When filling such vacancy, the position will be awarded to the most senior applicant who is capable of doing the job within a reasonable training period of up to five (5) working days. During this time period, the employee will be given adequate instruction in order to allow the employee to understand the job and the manner in which the job should operate efficiently, to pass inspection, to safeguard the safety of the employee, the safety of others, and to accomplish orientation appropriate to the job. The Company shall post on the plant bulletin board its decision about the job posting within a period of seven (7) working days after the job vacancy was posted.

(c) Further vacancies will be filled from applications for transfer on file utilising (b) above if qualified employees are identified.

**12.03** Successful applicants to applications for transfers, job postings and new employees who commence employment as a trainee or as an experienced person, will be prohibited from applying to further postings for six (6) months except that employees applying for promotional jobs, that is higher paid jobs, within the same department shall not be subject to the six (6) month restriction. There shall be no limit on the number of such transfers to higher paid jobs which any one individual may make within one department. This six (6) month restriction shall be waived if the job is eliminated, documented legitimate health reasons exist, or there is only one (1) applicant, fully qualified on his present job, to the posting/application for transfer.

**12.04** If an employee fails to perform satisfactorily on the job to which he has been transferred under this article, he will be entitled to return to his former job if not filled or eliminated. In this situation, the employee will be viewed as "disqualified" and not eligible to bid for a job posting again for a six (6) month period from date of disqualification. However, the six (6) month restriction shall be waived for documented legitimate health reasons, or if there is only one (1) applicant, fully qualified on his present job, to the posting/application for transfer.

If his job has been filled or eliminated, he will return to his former job classification if his seniority permits. Failing this, he will be offered available work he is qualified to perform, and failing this, he will exercise his seniority under Article 13.

**12.05** A successful applicant to application for transfer, job posting, return to home, or shift preference will have all other applications for transfer, return to home and shift preference on file cancelled. At the end of June and December of each calendar year, all applications for transfer, return to home, and shift preference will be cancelled. The Company will send a reminder of cancellation with the employees pay cheque in June and December of the pending cancellation. The employee may resubmit if he is still interested in moving to such classification.

**12.06** Once the parties agree that it is unlikely for an employee to return to work, his job will be posted. Should the employee return, he will be placed as set out in 13.06.

## **ARTICLE XIII**

### **LAYOFFS AND RECALLS**

**13.01** In the case of a temporary lay-off within a department of two (2) working days or less, the Company will endeavour to find temporary work in some other department, failure to find work in some other department the lay-off will then be made on the basis of plant wide seniority applied within the affected department, provided those who remain are qualified to perform the available work. No employee's total days of such temporary lay-off time will be greater than six (6) working days in a calendar year. The provisions of this clause shall not apply during the taking of physical inventory. Failure by an employee to alert his supervisor that he has accumulated five (5) days of temporary lay-off in the calendar year will relieve the Company of any financial liability under this provision.

The Company will inform employees prior to February 1 of the anticipated week of inventory. When physical inventory is scheduled, volunteers will be solicited. Failing an adequate number of volunteers, junior employees will be scheduled to work, using plant wide seniority. Normally, most or all the expeditors, inspectors, fork lift operators, crane operators, and lead hands will be scheduled unless previously approved for vacation.

**13.02** When it becomes necessary to decrease the workforce, excluding temporary lay-offs, the procedure outlined in this article will be in effect. Employees shall be laid-off on a plant wide basis as stated below:

1. Probationary employees shall be laid-off before any employee with seniority provided that employees with seniority are qualified to do the work available.

2. Seniority employees who are to be laid-off will be given 48 hours notice of lay-off, save and except the employee who is being laid-off as a result of being displaced by a more senior employee, and/or is not at work on the day notice is given. The union will be given a list of the employees who are being laid-off.

3. Seniority employees so affected shall be transferred elsewhere in the plant where work is available provided that they have the qualifications to perform the available work in accordance with their seniority and work experience as indicated on their skills record card.

It is understood that an employee may transfer to a job classification in a specific department but may not select a particular task or work station, Assignments will be made by the Company and shall be consistent wherever possible with the employee's experience and skills as contained on his skills record card.

4. In the event of lay-off, the most junior employee(s) working in the plant will be laid off. Employees working in classifications not requiring a reduction will be held out of seniority unless a senior employee being laid off is able to perform the available work in accordance with his SRC's. Employees may exercise their seniority into labour groups 1 and 2 irrespective of previous work experience providing they are physically able to perform the available work. In all cases, the Company will endeavour to keep senior employees on the shift they held prior to the lay-off

5. Skills Record Card (SRC)

i. For reason of plant efficiency and the matching of qualified employees with production needs, a skills record card system will be employed by the Company.

Each seniority employee shall furnish a listing of job classifications he has performed successfully above Labour Group *two* (2) in the past, and jobs the employee believes he is fully qualified to perform with orientation (Refer to Article 12.02 (b) ). Each seniority employee shall be responsible for keeping his SRC updated by use of a form available from his supervisor. The employees Skills Record Card will be sent to each employee during the month of January each year to let the employee up-date his form. Qualifications listed on SRC'S will not be removed from SRC unless disqualified or medical reasons exist. Furthermore, a skill added to the employee's SRC will not be effective until the next lay-off/recall unless prior to the posting of such lay-off/recall indicated his new skill onto his SRC.

**Any** disputes regarding the qualifications of an employee to perform a listed job classification will be resolved by the supervisor and the zone Committee Person. Failing to resolve the dispute, the matter will be forwarded to the Plant Manager and the Plant Chairperson for resolution. An appropriate trial period will be employed if necessary to determine qualifications.

ii. Once the skills record cards are validated, the Company shall maintain them. The employees or the union will received copies of any skills record cards upon request.

iii. **An** employee who is transferred to an assignment under the terms of this Article and who is subsequently disqualified from that assignment shall be placed on lay-off status and his skills record card amended to delete those qualifications. If he has the seniority he will be transferred to grades 1 or 2.

**13.03** In the event of a recall, the following will apply:

i. Employees who have been transferred into another classification due to a reduction in the work force will not be automatically returned to their former, now vacant, home classification unless they have prior to the recall, indicated in writing their desire to return to the home classification from which they were reduced.

ii. Following (i) above, the Company shall fill the vacancy from the applications for transfers utilising 12.02 (b).

iii. Following (ii) above, the Company shall recall the most senior qualified employees on lay-off for the available **work** based on their skilled records card as required in 13.02 (5).

iv. Transferred employees shall be issued a return to home form.

**13.04** The Company will notify the Union of the names of those being recalled to work.

**13.05** If a seniority employee who is being recalled for a job with an anticipated duration of less than thirty (30) calendar days and who at that time is working for another employer, for which he receives wages and is not self-employed, he will be allowed to refuse his recall and will not lose seniority for this action. He must notify the Industrial Relations Department in writing if he becomes available for work during the thirty (30) calendar days, and may return if there is a vacancy he can fill. If the job develops into more than a month's duration, the employee will be recalled again, and his recall is subject to Article 11.06 (d).

Under no circumstances does this clause in any way guarantee one month's work or any other period of work and the Company cannot be liable if any employee is recalled and the work lasts less than thirty (30) calendar days.

**13.06** In the event a seniority employee returns from an illness or injury, he will be reinstated in his former job provided he is able to carry out his regular duties. If he is unable to carry out his regular duties, such employee shall exercise his seniority under the lay-off provisions of the Collective Agreement in the same manner as if he had been displaced from his regular job due to lack of **work**.

The seniority employee who is being displaced from his present job under this clause will displace the most junior employee in his classification. Failing to obtain a job in that manner, he will exercise his seniority in a manner consistent with the lay-off procedure outlined in the Agreement.



## ARTICLE XIV

### SKILLED TRADES

14.01 Seniority in the skilled trades will be by non-interchangeable classifications only within the maintenance department or group departments.

14.02 **An** employee in a skilled trades classification shall have skilled trades seniority within his classification based on his service with the Company in such skilled trades classification.

If openings for new hires in any skilled trades classification occur, they will be posted throughout the plant and qualified journeymen currently working in other than skilled trades classifications will be given the opportunity of filling these vacancies before any new people are hired.

If such journeyman employee is disqualified or laid off within sixty (60) days of entering a skilled trades classification, such employee will be returned to the production group with full seniority.

If such employee completes sixty (60) calendar days in a skilled trades classification, then his seniority will be the date of entry into the trades for lay-off and recall purposes. His total Company seniority will be used for all other provisions under the Collective Agreement.

14.03 Production workers will not be permitted to exercise seniority to take them into the skilled trades classifications, and workers in the skilled trades classifications will be permitted to exercise seniority to take them into the remainder of the bargaining unit classification only in the case where a skilled trades classification is discontinued. In which case the skilled trades employee may exercise his full seniority in the remainder of the bargaining unit to displace a less senior employee whose work he is qualified and able to do, in accordance with the provisions of Article 13.

14.04 Notwithstanding Article 14.03 above, in the event that an employee in a skilled trades classification should become medically unfit to continue in his skilled trade, the Company will endeavour to place him in a job elsewhere in the Bargaining Unit. While so placed he will retain his full seniority and should he again become capable of performing the work of his trade, he will be returned to his Skilled Trade classification with full recognition.

14.05 The term journeyman as used in this Agreement shall mean any person:

- (a) who is now employed by the Company in a skilled trades classification;
- (b) who has served a bona fide apprenticeship in one of the skilled trades and holds a certificate verifying such apprenticeship;

(c) who has eight years of practical experience in the skilled trades classification in which he claims journeyman status and can prove such practical experience.

(d) A CAW journeyman's card will be accepted as sufficient proof

**14.06** Future employment with the Company in the skilled trades occupations shall hence-forth be limited to journeymen except as set forth in clause 14.07 below.

**14.07** During any period when journeymen are unavailable, non-journeymen employees whose duties shall be to assist journeymen. may be hired or reclassified on a temporary basis to supplement the work force in a skilled trades classification, and shall be known as supplemental employees in the case of present employees, and new supplemental employees in the case of newly hired employees. The opportunity to work as a supplemental employee shall be offered first to seniority employees' second, to any laid-off employee with seniority who has the 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.

A journeyman who becomes available either by hire or transfer for skilled trades classification to which a supplemental employee has been previously assigned will replace the supplemental employee who shall then be laid off or returned to his original department. The Company will endeavour to notify the skilled trades representative with the names of employees being assigned skilled trades supplemental, prior to such assignment.

A Supplemental employee shall not accumulate seniority within the skilled trades classification, but shall accumulate plant-wide seniority based on his total service with the Company which he may exercise to return to his former job or to apply for vacancies in the plant as provided elsewhere in the agreement.

**14.08** In the event of a decrease in force in any skilled trades classification the following procedure shall apply:

(a) First supplemental then probationary employees will be laid-off from the skilled trades classification affected.

(b) Any further reduction in any skilled trades classification will be by lay-off or transfer in inverse order of seniority within the skilled trades classification affected.

(c) Employees affected by a lay-off or cut-back in manpower pursuant to clauses (a) or (b) will be offered employment in preference to new hires to fill an open requisition at the Company employment office, provided they have the qualifications for the work available, in accordance with the provisions of Article 13.

Recalls to a skilled trades classification shall be made in reverse order to lay-offs from that classification.

14.09 The Company agrees to make necessary tools and locked tool boxes available for the use of skilled trade employees as required subject to replacement by the employee at cost if lost or wilfully misused and damaged.

14.10 Nothing in the provisions relating to skilled trades shall be construed to deprive any employee in a skilled trades classification of any rights and privileges relating to Insurance, Pension, Holiday Pay or Vacation Pay provided for him elsewhere in the Agreement.

14.11 It is the policy of the Company to efficiently utilise its Skilled Trades Department, including the assignment of overtime when warranted; however, The Company will exercise its right to sub-contract when it is more practical or economical.

The Company will endeavour to notify the Skilled Trades Committee Person or his designate prior to sub-contracting decision (emergencies excepted) and if requested, will explain and discuss the matter.

In instances of tradesmen on layoff and work normally performed by them comes available of one week's duration or more, the most senior employee on layoff in the needed classification will be offered the work.

## **ARTICLE XV**

### **LEAVE OF ABSENCE**

15.01 An unpaid leave of absence will be granted to a seniority employee upon written application to the Company for the following reasons:

1. A family crisis necessitating the employees involvement.
2. Militia training.
3. To campaign for a Municipal, Federal or Provincial office and if elected, for the office term.
4. (a) Attendance at an official Union function and/or  
(b) To accept a staff position with the CAW.  
(c) Official Union duties required of Local Union Officers.

15.02 **An** employee who is unable to work because of a sickness or accident will be considered to be on sick leave supported by medical documentation by a licensed physician, if requested.

15.03 Leave requests must be made as soon as the reason for the request becomes known to the requesting employee.

15.04 Leaves of absences for justifiable reasons other than those enumerated in 15.01 and 15.02 above shall be discretionary. Approval will not be arbitrarily withheld. However, leave-of-absences under this 15.04 will be granted only after all vacation/random entitlement for the current vacation year has been used up or scheduled.

15.05 Except as otherwise provided in this Agreement, Extended Health benefits will continue for a period of one month after the month the leave of absence begins. Seniority will continue to accumulate during leaves of absences.

15.06 **An** employee will not be granted a leave of absence for the purpose of working elsewhere.

15.07 The employee and the Union will be given a copy of all leaves of absence including any reasons for denial. The Company will respond within seven (7) working days.

15.08 When an employee returns from a leave of absence, he will be assigned his former job if it exists. Failing this, Article 13 will be applied.

## **ARTICLE XVI**

### **TEMPORARY TRANSFERS/ASSIGNMENTS**

16.01 When an employee is temporarily transferred or assigned for the convenience of the Company to a job with a higher rate of pay, the higher rate will be paid for the duration of the transfer. Temporary assignments to a lower paying job will not result in a pay adjustment.

Temporary transfers are defined as a period not to exceed fifteen (15) working days unless a longer period is necessitated because of absenteeism.

## **ARTICLE XVII**

### **BULLETIN BOARDS**

17.01 Bulletin boards shall be located in the Company's plant by arrangement between the parties hereto. The Company shall post on such bulletin boards at the request of the union such notices respecting union affairs as may have received the approval of the production superintendent. The subject matter of all such notices shall be restricted to educational, recreational, or social activities sponsored by the Union and notices of **Union** meetings/elections.

## ARTICLE XVIII

### PRODUCTION AND TIME STANDARDS

**18.01** Production and time standards shall be set by the Company. The production and time standard itself, as well as the manner by which it was set, shall be fair and equitable to the workers. A worker, when being studied, shall perform his work in accordance with the Company's instructions and shall otherwise cooperate to give a performance which is representative of the actual conditions under which the job is being time studied.

In cases where the union protests a standard as being unfair or inequitable a written request must be made within six (6) months from the date on which the Company notifies the Union or first application of the standard, requesting a review of the standard. The Company will review or re-time study the operation involved in the standard being questioned. If the standard is still unacceptable, the standard involved may be reviewed in detail with the Union Committeeman. If the standard is still unacceptable, then the employee or employees involved shall have the right to file a grievance concerning that particular standard.

## ARTICLE XIX

### WAGES AND HOURS

#### 19.01

(a) The scale of wages paid by the Company to Hourly rated employees will be in accordance with the Labour Grades. Classifications and Wage Rates Appendix.

(b) If a new classification is established, the Company will set a rate for it and advise the plant chairperson. The plant chairperson may, within ten days after notification request a meeting with the Company to discuss the rate. If no agreement is reached, the plant chairperson may, within thirty days after notification, file a grievance contesting the rate and refer it to arbitration pursuant to the procedures established in this agreement.

**19.02** Hourly employees shall be paid weekly; normally cheques will be distributed starting Thursday afternoon for the day shift and Wednesday night for the second, third and/or fourth shift.

**19.03** A shift premium of fifty (50) cents shall be paid for all hours worked on a regular scheduled shift or plant holiday or vacations other than the day shift. (Effective December 1, 1996 the rate shall be fifty-five (55) cents per hour and effective December 1, 1997, the rate shall be sixty-five (65) cents per hour.

**19.04** The regular work week shall consist of forty (40) hours as follows:

- (a) The day shift will be 7.00 a.m. to 3.20 p.m. including a twenty (20) minute non-paid lunch period, Monday through Friday.
- (b) When a second shift is required it will be 3.45 p.m. to 2.05 a.m. with a twenty (20) minute non-paid lunch period, Monday through Thursday (4-10 hour shifts).
- (c) When a third shift is required to meet production requirements, all employees working on a continuous three shift operation shall be entitled to a paid lunch period of twenty (20) minutes, with the following schedule:
  - Day shift: 7.00 a.m. to 3.00 p.m. Monday to Friday;
  - Second shift: 3.00 p.m. to 11.00 p.m. Monday to Friday;
  - Third shift: 11.00 p.m. to 7.00 a.m. Sunday through Thursday; Third shift work, when scheduled will be for a minimum of a work week.
- (d) Skilled Trades employees will work a single shift, or a two (2) shift schedule as required with a twenty (20) minute unpaid lunch period.
  - Day shift 7.00 a.m. to 3.20 p.m. Monday through Friday;
  - Second shift 3.00 p.m. to 11.20 p.m. Monday through Friday.

The Company does not guarantee to provide work for the above hours or for any other hours, but ~~will~~ advise the Union before making any general change in such hours. Such general change in hours shall be reasonable. The second shift skilled tradesman will report to the designated production supervisor.

**19.05** Overtime work when required, will be on a voluntary basis.

- (a) Daily Overtime - When requesting employees to work overtime, the Company will ask the qualified employee with the lowest number of hours who is in the classification, in the Department, on the shift.
- (b) Saturday, Sunday, Holidays - When requesting employees to work overtime, the Company will ask the qualified employee with the lowest number of hours who is in the classification, in the Department, on the shift. As in the past when weekend overtime work is required, the Company will continue to rotate such work by shift, in a Department that has multiple shift.
- (c) Supplemental Lists - When requesting employees to work overtime following (a) or (b) above, the Company will select the qualified employee with the lowest number of hours in the Department, on the shift, from the departmental supplemental list.

It will be the employee's responsibility to add or remove his name and/or list the jobs he is qualified to perform, on the supplemental list. Qualified employee under this clause shall mean that the employee has familiarity with the work to be performed and is qualified to do the

necessary work efficiently and without training, Groups under this article shall mean each Department with the exception of assembly where each line will be considered as an individual group. Where hours of overtime are equal, the senior qualified employee will be asked first.

When an employee declines to work overtime when requested to do so, he will be deemed to have worked such overtime. Employees who are absent from work when overtime occurs will be deemed to have worked if such employee had been scheduled.

Employees entering into a group will be charged the average amount of overtime hours worked in that group. All out-of-group overtime worked will be recorded out-of-group. All refusals of out-of-group overtime will not be charged within the employee's overtime group. The hours will start at zero (0) January 1 of each year. However, the spread between employees shall continue. Overtime records will be ongoing. Overtime hours will be recorded at the appropriate rate (8 hours @ 1 1/2 = 8 and 8 hours @ 2 = 12). Records of overtime work shall be made available to the union.

(d) For overtime purposes, the classification of Lead Hand in Sheetmetal has been divided into two (2) areas, Bench and Press Room. Furthermore, the overtime Classification of Multi-function has been established for overtime in Sheetmetal to cover the jobs of Crane Operator, Clerk, Fork Lift Operator and Inspector, and Lead Hand. In addition, Multi-Function has been established for overtime in Welding to cover the jobs of Fork Lift Operator, Clerk and Lead Hand.

19.06 Overtime at the rate of time and one-half (1 1/2 X) shall be paid for all work performed in excess of eight (8) hours in any day with the exception of employees working the second shift as specified in Article 19.04 (b) who will be paid overtime at the rate of time and one half (1 1/2 X) for all work performed in excess of ten (10) hours in any day. Overtime at the rate of double time (2X) shall be paid for all work performed on a Sunday except as per chart below. Overtime for all other situations will be paid as per the following chart:

Two Shift Operation

SHIFT	FRIDAY	SATURDAY	SUNDAY
7am to 3:20pm	N/A	1 1/2 X	2X
Second Shift 3:45pm to 2:05am	1 1/2 X	2X	N/A

Three Shift Operation

SHIFT	FRIDAY	SATURDAY	SUNDAY
7am to 3pm	N/A	1 1/2 X	2X
3pm to 11pm	N/A	1 1/2 X	2X
11pm to 7am	1 1/2 X	2X	N/A

Skilled Trades

SHIFT	FRIDAY	SATURDAY	SUNDAY
7am to 3:20pm	N/A	1 1/2 X	2X
3pm to 11:20pm	N/A	1 1/2 X	2X

**COST OF LIVING ALLOWANCE**

19.07 The Cost of Living Allowance (COLA) has been suspended for the duration of this Agreement in favour of the General Wage increase identified in the Labour Grades, Classification and Wage Rates Appendix, All previously generated funds from the COLA provision has been folded-in the base rates of pay.

**ARTICLE XX**

**PLANT HOLIDAYS**

20.01 **An** employee with seniority will be paid at his regular rate for the following holidays: The 3rd Monday in February (to be designated "Heritage Day" if proclaimed), Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, and Seven (7) Holidays during Christmas - New Year period commencing with the day before Christmas and concluding with New Year's Day.

In order to qualify for Holiday pay, an employee must have worked the last regular work day previous to the holiday and must have worked the first regular work day following the Holiday except where absence is caused by sickness or accident (supported by a doctor's certificate) or where absence is granted or excused by the Company, such approval shall not be unreasonably withheld. Employees laid off or absent by extended illness or injury will not receive Holiday pay, unless such lay-off, sickness or injury occurred within fifteen (15) days of the Holiday.



**20.02** If a holiday falls on a Saturday or Sunday, the holiday shall be observed either Friday preceding or the Monday following such holiday. In such cases, the Company and the Union will mutually agree as to whether the holiday will be observed on Friday or Monday. This Agreement will be based on local practice.

**20.03** Should any of the above holidays fall during the vacation period of an employee the next working day following his vacation may be taken as the holiday.

**20.04** Employees working four ten hour shifts will be paid holiday pay as follows: When a holiday occurs on the last working day of the week (e.g. Good Friday) those employees on four ten hour shifts will be paid ten (10) hours at their regular rate subject to the conditions outlined in subsection 20.01 for their last regular shift starting Thursday afternoon following the regular ten (10) hour shifts on Monday, Tuesday and Wednesday.

In no case will any employee be paid more than forty (40) hours holiday pay in any one period (e.g. Christmas shutdown).

**20.05** **An** employee who performs work on paid holiday shall be paid at the rate double time for the time worked in addition to his holiday pay, if eligible.

**20.06** **An** employee who agrees to work on any such holiday, and fails to do so, shall not be eligible for any pay, unless he supplies satisfactory proof that the reason for his failure to work was unavoidable. In such instances, the employee is responsible to notify the Company in advance unless it is impossible.

**20.07** The Christmas - New Year Holidays will be as follows:

1995: Last scheduled day of work - Thursday December 21, 1995. Following year end holidays first work day scheduled is Tuesday January 2, 1996 (unless your shift arrangement dictates otherwise).

1996: Last scheduled day of work - Monday December 23, 1996. Following year end holidays first work day scheduled is Thursday January 2, 1997 (unless your shift arrangement dictates otherwise).

1997: Last scheduled day of work - Tuesday December 23, 1997. Following year end holidays first work day scheduled is Monday January 5, 1998 (unless your shift arrangement dictates otherwise).

Note: Friday January 2, 1998 is a non recurring paid plant holiday.

Qualification for payment for the Christmas New Year Holidays will be the last scheduled shift prior to the shutdown and the following first scheduled shift after the Holiday except where absence is granted or excused by the Company, such approval shall not be unreasonably withheld, and/or:

(a) **An** employee who is laid off for lack of work within the thirty (30) day period immediately preceding the shutdown for Christmas;

(b) **In** the event of a confirmed weekly indemnity claim for illness or accident originating within thirty (30) days prior to the Christmas shutdown the Company will assume make-up pay to eight (8) hours at the employee's regular base rate for each paid holiday within the Christmas shutdown.

(c) **An** employee who is unable to return to work on the first scheduled shift after the holiday as a result of confirmed illness or accident which originated during the shutdown period and for which proper medical treatment was received.

## ARTICLE XXI

### VACATIONS WITH PAY

21.01 The qualifying year shall be from July 1 of the previous calendar year to June 30 of the current calendar year. The vacation year shall be January through December of the current calendar year.

21.02 The vacation entitlement is in accordance with the following schedule:

One (1) year, but less than five (5) years seniority -	Two (2) weeks.
Five (5) years, but less than twelve (12) years seniority -	Three (3) weeks.
Twelve (12) years, but less than twenty (20) years seniority -	Four (4) weeks.
Twenty (20) years seniority -	Five (5) weeks.

21.03 A seniority employee will receive vacation pay as follows:

If an employee with more than twelve (12) months service in the Company actually works 1250 hours or more in the previous vacation year, he shall receive forty (40) hours pay at his regular straight time rate of pay for each week of entitlement set out in 21.02 at the time of vacation for the current vacation year, at his current rate of pay.

In February of each year, the above employee is entitled to a vacation pay adjustment based on a percentage of gross earnings (2% for each week of entitlement) for the vacation year just ended less any vacation/random moneys paid during this period. For the purpose of this clause, gross earnings includes time **off** on Workers Compensation, Weekly Disability and union time as set out in the Collective Agreement at 8 hours per day at the rate in effect at the time the absence commenced.

**21.04** A seniority employee will receive vacation pay as follows:

If an employee with more than twelve (12) months service in the company actually works less than 1250 hours in the previous vacation year, he shall receive a percentage of his gross earnings for the previous vacation year (**2%** for each week of entitlement) at the time of vacation/random for the current year.

For the purposes of this clause, gross earnings for the previous vacation year shall, for any employee who has worked any time during the previous vacation year, include time off in Workers Compensation, Weekly Disability and union time as set out in the Collective Agreement at eight (8) hours per day at the rate in effect at the time the absence commenced. Maximum payment shall not exceed (40) hours pay at his regular straight time rate of pay, for each week of entitlement set out in 21.02.

**21.05** To determine if the employee is entitled to be paid under 21.03 or 21.04, hours actually worked will include time off for Jury and Witness Duty, Bereavement Leave, Plant Holidays, Vacation/Random and Union business absences.

**21.06** **An** employee who qualifies for vacation with pay, was laid off and worked less than 1250 hours in the previous vacation year shall not be required to take his vacation time off. All other employees shall be required to take their vacation.

**21.07** Employees having less than twelve (12) months service in the Company as of the 30th day of June in any calendar year shall be entitled to pro rata holiday pay of four percent (**4%**) of their gross earnings.

**21.08** An employee who leaves the employ of the Company except retirement will be paid vacation pay for the period January 1 to his date of termination. The basis for such payment will be 4,6,8,10% of his earnings, as defined in article 21.03, in accordance with his seniority for the period January 1 to date of termination reduced by any vacation pay already paid him for the period January 1, to his date of termination.

**21.09** **An** employee who retires will be paid vacation pay in accordance with the formula specified in Article 21.03/21.04.

**21.10** For the purpose of computing hours worked under paragraphs 21.03 and 21.06, a plant holiday paid for and not worked shall be credited as eight (8) hours worked, with the exception of the second shift as specified in 19.04 (b) who shall be credited as ten (10) hours worked. Each hour worked on a plant holiday shall be credited as three (3) hours worked; any other hours worked at premium rate shall be credited as one and one-half (1 1/2) hours worked (or if the premium rate is earned at the rate of double time then two (2) hours worked shall be credited).

### **21.11 Vacation period**

(a) Bearing in mind that only a limited number of employees can be on vacation at one time, the Company will endeavour to grant vacation at the time desired by the employee giving the longest service employees preference, Furthermore, employees who do not schedule their vacation time off by March 1 will schedule their vacations on a first come first serve basis in the remaining open weeks.

(b) Should it be possible and advantageous to close the plant for either a one or two week period, all employees eligible for vacations at that time will take that period as vacation provided their services are not required for particular kinds of work. The Company will inform the Union Committee on or before February 1st of each year regarding the setting of the date for the vacation period. This shutdown period will be during the months of July and August, if invoked. Additional vacation weeks will be scheduled as in (a) above.

### **21.12 Random Time**

**An** employee who is entitled to three (3) weeks vacation time as of the 30th of June in any calendar year, will be allowed to take five (5) working days in increments of eight (8) hours for excused absence from work with pay which are not otherwise compensated for or for personal reasons in lieu of one (1) week of vacation entitlement. Employees qualifying for four (4) weeks vacation will be allowed ten (10) such random days in lieu of two (2) weeks of vacation entitlement.

Employees qualifying for five (5) weeks vacation will be allowed fifteen (15) such random days in lieu of three (3) weeks of vacation entitlement. Pay for each day of random time will be at the employee's current rate on the date of exercising the random day within limits subject to the employee's vacation pay entitlement. An employee wishing any random time must declare his intentions before June 1st of each year. The Company reserves the right to withhold random time during the annual Physical Inventory. All random time must be taken by December 31. Exceptions exist for employees claiming hardship cases on application to the Company and will be paid at the end of the calendar year. Unpaid random days may be forfeited by the employee.

An employee must give the Personnel department five (5) working days notice in writing of intended days off except in the cases of unpaid sickness or an unforeseen emergency. Such exceptions shall be limited to a maximum of two (2) incidents per calendar month. Particular random days will be granted on a first come first served basis at the convenience of the Company.

Random time cannot be declared as qualifying days before or following a paid Holiday except by arrangement in advance. or sickness confirmed on the day in question or where absence is excused by the Company, such approval shall not be unreasonably withheld.

### **21.13 Vacation Bonus**

Any employee who earns any vacation pay will receive a Vacation Bonus of \$30.00 for every week of his vacation entitlement as per this agreement to be paid on the third pay-day in July (Effective December 1, 1997 the bonus shall be \$40.00).

### **21.14 Vacation Pay**

Laid off seniority employees will receive their vacation pay in December of the current year unless otherwise requested.

Vacation cheques that include more than one (1) week of vacation pay and/or vacation bonus will have the income tax pro-rated. The Company shall endeavour to provide employees going on a week(s) vacation their vacation pay cheque one (1) week in advance.

## **ARTICLE XXII**

### **REPORTING ALLOWANCE**

**22.01** *An* employee reporting in good faith, without having been advised that there is no work available in his regular classification, ~~will~~, if no work is available, be offered at least four (4) hours (5) hours for 10 hour shifts) employment in other work at the straight time rate for his regular classification or, at the Company's option, will be paid for **(4)**hours/ **(5)** hours time at such rate without being required to work.

The provisions of this paragraph shall not apply when such lack of work is due to a breakdown or a cause which could not reasonably have been foreseen by the Company.

**22.02** *An* employee who is called back to work outside of his regular shift due to an emergency, shall be paid for not less than four **(4)** hours at the regular day rate, or the amount of wages earned for the time worked at the applicable overtime rate. whichever is greater.

## **ARTICLE XXIII**

### **INJURY ALLOWANCE**

**23.01** Employees who are injured at work and ultimately sent home, either by the Company or upon the confirmed evidence of a qualified physician, shall be paid at the rate of wages applicable for the balance of the scheduled shift on which the injury occurred including any scheduled period of overtime if already started.

## ARTICLE XXIV

### SAFETY AND HEALTH

**24.01** The Company agrees to continue to provide and maintain adequate sanitary facilities and safety devices throughout the plant in accordance with Government requirements.

**24.02** The Union agrees to assist the Company in obtaining proper observances of rules governing such sanitary facilities, safety devices and in other matters relating to safety and fire hazards.

**24.03 Smoking**

Smoking will be allowed at work except in those areas which are restricted by "No Smoking" signs.

**24.04** The Company and the Union shall establish a Joint Health and Safety Committee. The committee will be composed of up to five (5) representatives of management and up to five (5) representatives of the bargaining unit, one of which shall be the plant chairperson. Bargaining unit representatives shall be appointed by the union.

The functions of the Joint Health and Safety Committee shall be as outlined in the Occupational Health and Safety Act, 1978, and any amendments thereto. This committee shall meet on a monthly basis. Minutes of each meeting shall be maintained and disseminated to all members of the committee. Once each month at a time designated by the Company, a safety inspection of the work area will be conducted.

**24.05** The Union agrees to assist the Company in obtaining proper observances of all Health Rules governing employment with the Company.

**24.06** The following is the Company position with regard to providing personal safety equipment or apparel.

Safety Glasses - The Company will provide Industrial Safety Glasses in plano lenses to all persons required to work in designated high risk eye injury areas. The Company will pay the full cost of the first set of prescription safety glasses for those requiring prescription glasses and working in an area requiring safety glasses. Thereafter, those employees will be eligible for up to one (1) additional pair of prescription safety glasses every two (2) years providing there has been a change in the employees prescription.

Safety Shoes - The Company will provide acceptable safety footwear on the basis of one pair per year to a maximum of \$90.00 plus GST (December 1, 1996 \$95.00 plus GST; December 1, 1997 \$100.00 plus GST). In addition, the men on permanent paint clean-up will be provided with personal suitable rubber boots.

Coveralls - The Company will provide coveralls to paint sprayers, permanent paint room clean-up, finish buffer, buffer grinder and maintenance personnel on especially dirty jobs, to be exchanged as required at the stockroom.

Production Tools - The Company agrees to make necessary tools available for the use of production workers as required subject to replacement by the employee at cost if lost or wilfully misused and damaged.

Winter apparel - The Company will continue to provide winter apparel when required by the Company.

## ARTICLE XXV

### CANTEEN SERVICE

25.01 The Company will make canteen or equivalent services available to employees before the start of the employees' shift and during rest and lunch break periods. At all other times, employees utilising such facilities shall be efficient in their use. Violators will be disciplined as provided in 26.03 of this Agreement.

## ARTICLE XXVI

### REST PERIODS AND WASH-UP PERIODS

26.01 The employee shall be allowed to have a paid rest period of ten (10) consecutive minutes in both the first half and the second half of the shift, at times specified by the Company.

26.02 **An** employee scheduled to work overtime for one (1) hour or more beyond his regular daily hours will be allowed a ten (10) minute rest period before starting such overtime and at two (2) hour intervals thereafter.

26.03 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. Spray painters, and finish buffers will be allowed an additional five (5) minutes. The factory buzzer will sound at five (5) minutes to the regular quitting time and employees may punch out and leave the plant immediately, or remain to wash up as they desire, without penalty. Employees are not allowed to wash up or leave their jobs before the buzzer sounds. Anyone failing to comply with this regulation will be penalised as follows:

For 1st offence: 15 minute suspension without pay from work

2nd offence: 1 hour suspension without pay ~~from~~ work

3rd offence: 2 days suspension without pay ~~from~~ work

Subsequent offence(s) : Open

## ARTICLE XXVII

### SOCIAL SECURITY BENEFITS

27.01 The Company agrees during the term of the Collective Agreement to contribute 100% of the premium cost, for the benefits listed below for all active seniority employees. While this article describes the principal features of the employee benefits, it is not to be considered the contract of insurance. The complete terms of the Plan coverage are set forth in the insurance contract issued by the Insurance Company to the Company. However, should there be any provisions in the policy or certificate which conflict with any provisions set forth in the Collective Bargaining Agreement, the Collective Bargaining Agreement will govern.

It is hoped that this plan will be continued indefinitely, but as is customary in group insurance plans, the right of change or discontinuance at any time must be reserved.

Benefits referred to above shall be:

- (a) Ontario Health Insurance Plan (OHIP)
- (b) Prescription Drug Plan
- (c) Group Life Insurance
- (d) Accidental Death and Dismemberment Insurance
- (e) Weekly Disability Benefits
- (f) Long Term Disability Benefits
- (g) Dental Service Plan
- (h) Extended Health Benefits
  - 1. Vision Care Plan
  - 2. Hearing Aid Plan
  - 3. Nursing Home Care Plan
  - 4. Out-Of-Province Health Care Benefits Plan, including travel assistant service
  - 5. Prosthetic Appliance and Durable Medical Equipment Benefit Plan

Where an employee is not actively at work on the effective date of an amendment, any revision in the employee's social security benefits resulting from the amendment will not be effective until the employee returns to active full-time work and only for claims incurred after such return.

27.02 In keeping with the requirements of the Ontario Health Insurance Commission new employees will be enrolled for the month of employment with the effective coverage on the first day of the third month following the date of hire. Premium payments for the employees probationary period will be paid by the employee by means of payroll deductions with the Company paying the premiums in accordance with 27.01 above from the first day of the month following completion of the probationary period. Coverage will include eligible dependants.



27.03 A prescription drug plan equivalent to the provisions of Green Shield Apoth-A-Care plan Z, as amended for Hussmann, with a \$2.50 deductible per RX will be provided for all seniority employees effective the first day of the month following attainment of seniority.

27.04 Life Insurance coverage in the amount of \$22,500.00 (to be increased to \$23,250 December 1, 1996 and \$24,000.00 December 1, 1997) for each seniority employee to retirement regardless of time place, or cause of death.

27.05 Accidental Death or Dismemberment benefits will be provided in addition to Life Insurance if such injury shall result in any one of the following specific losses within one year from date of accident, provided not more than one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident:

Loss of life.....	\$22,500 (to be increased to \$23,250 December 1, 1996 and \$24,000.00 December 1, 1997)
Loss of both hands	
Loss of both feet	
Loss of entire sight of both eyes	
Loss of one hand and one foot	
Loss of one hand and entire sight of one eye	
Loss of foot and sight of one eye	
Loss of speech and hearing	
Quadriplegia	
Loss of use of both arms	
Loss of use of both hands	
Hemiplegia	
Paraplegia	
Loss of one arm.....	\$14,250
Loss of one leg	
Loss of use of one leg	
Loss of use of one arm	
Loss of one hand.....	\$12,654
Loss of one foot	
Loss of entire sight of one eye	
Loss of use of one hand	
Loss of speech or hearing.....	\$ 9,500
Loss of thumb and index finger (of the same hand)	
Loss of hearing in one ear.....	\$ 4,750

## Exceptions

A.D.& D. coverage does not cover loss resulting from:

- (a) while a pilot or crew in any privately owned aircraft;
- (b) suicide or any attempt thereat;
- (c) any act as a result of any declared or undeclared war
- (d) service in any armed forces.

**27.06** Weekly Disability Benefits will be provided in the amount of 70% of regular weekly earnings, defined as forty (40) hours at the employee's hourly rate.

Payments of benefits will be subject to medical confirmation of disability by a licensed physician on an appropriate form provided by the Company (by patients statement is not considered to be medical confirmation. If an employee becomes disabled he must notify the Company immediately requesting a claims form to be completed by him and his physician and returned to the Company in order that payment of the appropriate benefits can be arranged promptly. The Company will pay **up** to fifteen (\$15.00) for a doctor to complete the required medical forms or certificates.

Benefits will be paid as follows:

- (a) From the 3rd working day of sickness;
- (b) From the 1st working day of an accident
- (c) From the 1st working day of hospital confinement.
- (d) From the 1st working day of a surgical procedure, and/or any corrective treatment requiring anaesthetics performed on an out-patient basis in a hospital or doctor's office for which the cost of thirty five (\$35.00) or more is either scheduled or payable by O.H.I.P. provided the employee is unable to work on such day, which is verified by a physician.

Benefits under this section for other than the whole week shall be paid on a basis of 1/5th of the weekly benefit for each working day the employee is disabled. No period of care shall be considered to have started until the employee has been seen and treated personally or instructed by a licensed physician or surgeon.

Oral instruction of treatment are subject to company verification.

Weekly disability benefits are **not** payable:

- (a) For any working day on which the employee is not under the care of a physician;
- (b) **On** any working day on which the employee has performed at least four (4) hours work on the day in question;
- (c) **During** any period of Holidays/Vacations with pay;
- (d) For any disability covered under the Worker's Compensation Act or similar legislation;
- (e) During any period following an employee's resignation /termination;
- (f) If an employee is working for a Company other than Hussmann Store Equipment, while off due to his illness or injury, except where there is no occupation the employee could **do** in the plant.

Benefits will be paid up to thirty-seven (37) weeks. If disability continues beyond thirty-seven (37) weeks, the employee may apply to UIC for sickness and accident benefits, payable for a maximum of fifteen weeks. Application for UIC benefits will be mailed by the Company to the employee during the thirty-second (32) week of absence to ensure continuous coverage. The Company will assume make-up pay for the difference between UIC benefit entitlement and the Company's sickness and accident benefits, to fifty-two (52) weeks, for those employees who applied and qualified under the Unemployment Insurance Act for the fifteen (15) week coverage outlined therein. Employees not entitled to UIC benefits but who have applied under the unemployment insurance act will continue to receive sickness and accident benefits to fifty-two (52) weeks.

Periods of absence separated by less than six (6) weeks of continuous full-time employment will be subject to the thirty-seven (37) weeks maximum benefit period. If subsequent absence arises from causes unrelated to the previous disability, the thirty-seven (37) week maximum benefit period is reinstated.

If an employee becomes injured or sick while on vacation, his vacation will be stopped at that point and a claim for weekly indemnity benefits will be allowed. At the completion of the weekly indemnity period, the employee shall notify the Company and shall arrange the remainder of his vacation time with his supervisor.

The Company shall have the right to have medical examinations of an employee who is eligible to receive or is receiving Weekly Indemnity Benefits as may reasonably be required. Those examinations to be performed by a licensed physician or physicians designated by the Company. Failure to report for such examinations may result in a denial of benefit. The fees and expenses for such examinations shall be paid for by the Company.

**27.07** A Long Term Disability benefit of \$400 per month will be provided to cover absence beyond fifty-two (52) weeks (Effective December 1, 1996 \$425 per month and Effective December 1, 1997 \$475 per month).

Disability must be such that you are unable to perform your own Occupation or any other occupation in the factory. Your own occupation means the type of work in which you are engaged and is not limited to the actual job you are performing prior to the start of a period of total disability. This disability benefit will be paid as an extension of sickness and accident benefits only. Successive periods of total disability due to the same or related causes which are separated by less than six months will be considered as one continuous period of total disability.

Benefits will continue as long as you remain totally disabled up to your normal retirement date.

**27.08** A Dental Services Plan equivalent to the provisions of Green Shield "Basic Plan": including "Plus Plans" 1,2,3 and 4 based on one year behind the current O.D.A. fee schedule. If you incur covered dental expenses in any calendar year, this plan pays you:

(a) 100% of the cost of Type I and Type II covered expenses. subject to the maximum set out in 27.08 (C), and

(b) 50% of the cost of Type III and Type IV covered expenses.

Plus: Pitt and Fissure Sealant coverage, subject to the maximum set out in 27.08 (C), and

(c) \$1,050 per person per calendar year (\$1100 effective December 1, 1996 and \$1200 effective December 1, 1997) except for Orthodontics which has a \$1600 lifetime maximum (\$1700 effective December 1, 1997).

Any service not provided under the plan, or any charge in excess of the fee scheduled will be the responsibility of the employee.

**27.09** Extended Health Benefits will also be provided as follows, and are explained in more detail in your Employee group benefits booklet:

(a) Vision Care equivalent to the provisions of Green Shield Vision Care Plan 7.

(b) Hearing aid benefits equivalent to the provisions of Green Shield Audio Plan.

(c) Nursing Home Care Plan equivalent to the provisions of Green Shield Nursing Home Care Plan.

(d) Out-Of-Province Health Care Benefits Plan equivalent to the provisions of Green Shield Out-of-Province Health Care benefit plans including travel assistance service.

(e) Prosthetic Appliance and Durable Medical Equipment Benefit Plan equivalent to the provisions of Green shield Prosthetic Benefits Plan, PI.

**27.10** Seniority employee's subject to layoff for lack of work will cease to be covered at the date of layoff for the following benefits:

Weekly Indemnity Insurance

Long Term Disability Insurance

Seniority employee subject to layoff for lack of work will remain covered, for up to two (2) full months following the month of layoff for the following benefits:

Ontario Health Insurance Plan

Prescription ~~Drug~~ Plan

Dental Services Plan

Life Insurance

A.D. & D. Insurance

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By arrangements with the Industrial Relations Department, employees laid off may remain of the Company billing by paying the premium monthly in advance until they can transfer to another group of for a period not to exceed ten (10) months for the following only:

Ontario Health Insurance Plan  
Prescription Drug Plan  
Dental Services Plan  
Life Insurance  
A.D. & D. Insurance  
Extended Health Benefits

27.11 The Company will continue to give special consideration to employees who fall into the following category:

An employee who reaches the normal retirement age of 65 within the life of this contract. Those employees who retire and qualify under the above provision will receive the following welfare benefits as they become effective, until their death with cost to provide paid by the Company.

- (a) \$2,000.00 life insurance policy payable to designated beneficiary of the employee;
- (b) Prescription Drug Plan;
- (c) Dental Services Plan;
- (d) Extended Health Benefits;

27.12 The Company will continue to give special consideration to employees who fall into the following category:

**An** employee who is qualified for, and who retires on Total and Permanent Disability Pension within the life of this contract, Those employees who retire and qualify under the above provision will receive the following welfare benefits until their death with cost to provide paid by the Company:

- (a) Ontario Hospital Insurance Plan up to age 65;
- (b) Prescription Drug Plan;
- (c) Dental Services Plan;
- (d) Employees who have not reached age at retirement will continue to be covered for life insurance until they reach age 65. At age 65, the coverage will reduce to \$2,000.00.
- (e) Extended Health Benefits.

27.13 An employee who is qualified for and who retires on Early Retirement age 61-64 within the life of this Agreement will receive the following welfare benefits until their death with cost to provide paid by the Company:

- (a) Ontario Hospital Insurance Plan **up** to age 65;
- (b) Prescription Drug Plan;
- (c) Dental Services Plan;
- (d) \$2,000.00 life insurance policy payable to designated beneficiary of the employee
- (e) Extended Health Benefits;

27.14 The following benefits will be provided to the spouse and eligible dependants as set out in the Group Benefit Booklet of

- (a) An employee who, at the time of his death was listed on the seniority list;
- (b) An employee who, at the time of his death was receiving weekly disability benefits;
- (c) An employee who, at the time of his death was receiving worker's compensation benefits;
- (d) An employee who, at the time of his death was a retiree.

The Benefits will be provided for one year from date of death. unless duplicated elsewhere.

1. Ontario Hospital Insurance Plan Benefit
2. Prescription **Drug** Plan
3. Dental Services Plan
4. Extended Health Benefits

27.15 The company will pay the cost of the monthly premium for the Ontario Health Insurance Plan, Prescription Drug Plan, Dental Services Plan, Life Insurance, A.D. & D. Insurance, and Extended Health Benefits for an employee with seniority who is off on account of illness or injury, up to but not exceeding a period equal to the full length of the employee's seniority from the date on which the absence commenced. Provided, however, that the employee will be unable to return to Company employ, the Company will cease to pay the premiums on his behalf.

27.16 Employees who are off work because of a Workers' Compensation disability will be covered by the above plans during their entire period of absence. However, if it is determined by the Workers' Compensation Board that the injured employee will be unable to return to the Company employ, the Company will cease to pay premiums on his behalf.

## ARTICLE XXVIII

### **BEREAVEMENT PAY**

28.01 **An** employee with seniority will be granted **up** to three (3) days with pay at regular pay rate commencing with date of death and ending with day of funeral of his spouse, father, mother, step-mother, step-father, son, daughter, step-child, brother, sister, mother-in-law, or father-in-law, grandchildren.

Compensation for a maximum of one (1) day will be allowed on the day of the funeral of any grandparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-brother and step-sister.

Bereavement pay is conditional upon the employee furnishing proof of death if requested by the company and no employee will be paid for time off on a regularly scheduled vacation, holiday or day off

## ARTICLE XXIX

### **JURY DUTY AND WITNESS PAY**

29.01 The Company agrees to make the difference between the employee's regular rate and the statutory pay for jury duty or subpoenaed witness for any employee who is required to serve on legally constituted jury or as a subpoenaed witness.

This payment does not apply if the summons to appear as a subpoenaed witness pertains to an incident that occurred while working for a company other than Hussmann Store Equipment Limited. or as a subpoenaed witness for an arbitration hearing.

## ARTICLE XXX

### **PENSION PLAN**

30.01 The following describes the principal features of the employees pension agreement. The complete terms of the plan coverage are set forth in the "Hourly Employees' Retirement Income Plan consolidated. Should there be any questions or conflicts, the consolidated pension agreement signed by the parties will govern.

When an employee is not actively at work on the effective date of any amendment, any revision in the employees pension resulting from the amendment **will** not be effective until he returns to active full-time work, unless specifically stated in the amendment.

**30.02** Subject to Article IV, Section 5, for the purposes of computing participant's credited future service for employment on and after the effective date and the date he becomes a participant, his credited hours shall be calculated by adding:

- (a) The number of hours actually worked for and paid by the Company during a plan year; hours paid at premium rates being counted as straight hours;
- (b) The number of hours for which the participant received statutory holiday and vacation pay during a plan year and for which he has not received credit under another provision herein;
- (c) Scheduled hours of work (but not to include any hours when the employee would be on layoff if he were in good health) missed by the employee prior to retirement while on Company approved sick leave during any period in which he would be eligible upon application therefore to receive weekly indemnity payments under any benefit plan to which the Company has contributed or in which he receives worker's compensation;
- (d) Scheduled hours of work missed by the employee while on Company approved leave of absence for union business.

**30.03** Retirement conditions are as follows:

- (1) Normal Retirement - shall be the first day of the month coincident with or next following the month in which he reaches age 65. The automatic retirement date shall be the first day of the month following the month in which he reaches age 69.
- (2) Early Retirement - shall be the first day of any month coincident with or following the month in which he reaches age 55, but before age 65.
- (3.) Total and Permanent Disability (TPD) Retirement - shall be for employees with ten (10) years or more of credited service who becomes totally and permanently disabled prior to reaching the age of sixty-five (65) and whose service has not been terminated prior thereto shall be eligible for total and permanent disability retirement benefit in accordance with provisions of Article VI. Credited service for any sick leave period following his last day worked shall not be counted in determining his eligibility for said benefit (unless such disability is for a compensable injury payable by or on account of the Company) but shall be counted in determining the amount of the benefit, if he is eligible therefore.

**30.04** Retirement benefits are as follows:

- (1) The monthly amount of pension for an employee who retires on or after his normal retirement date shall be determined by multiplying an employee's years and fractions of years, if any, of total credited service by:
  - (a) \$23.75 for an employee retiring on or after December 1, 1995.
  - (b) \$25.00 for an employee retiring on or after December 1, 1996.
  - (c) \$27.00 for an employee retiring on or after December 1, 1997.



(2) **An** employee who is eligible for an early retirement benefit may elect a deferred early retirement benefit which shall be equal to the monthly amount of his normal retirement benefit at age sixty-five (65) but based on his credited service only to date of early retirement. If the employee elects a deferred early immediate retirement benefit, it shall be as described above but reduced as follows:

(a) 10 years or less the benefit shall be the actuarial equivalent of the deferred early retirement benefit;

(b) more than 10 years but less than 30 years, the actuarial pension level as a % shall be:

age 55 - 64%    56 - 70%    57 - 76%    58 - 82%    59 - 88%  
60 - 94%    61 - 97%    62 to 64 - 100%.

(c) 30 years or more, the actuarial pension level as a % shall be:

age 55 - 70%    56 - 76%    57 - 82%    58 - 88%    59 - 94%  
60 - 97%    61 to 64 - 100%.

(3) The amount of the monthly retirement benefit of an employee who retires on a total and permanent disability retirement benefit shall be equal to the monthly amount of his credited service at his total and permanent disability retirement date less any period in which or with respect to which he receives any workers' compensation benefit payable because of the same disability.

**30.05 An** employee may, by written notice communicated to the Company during his lifetime, designate a person to receive the benefits payable under the plan on his death, and he may also by written notice communicated to the Company during his lifetime, alter or revoke such designation from time to time, subject always to the provisions of any law governing designation of beneficiaries from time to time in force which may apply to the employee. Such written notice is to be in such form and executed in such manner at the Company in its discretion may from time to time determine.

## ARTICLE XXXI

### GENERAL

**31.01** It is acknowledged that should the Company close its plant and relocate outside the Brantford area while any collective agreement is in effect between Hussmann Store Equipment Limited and Local 397, C.A.W.-CANADA, the Company will offer each former employee whose job has been terminated as a result of such move, an opportunity of employment at the new location provided in each case:

1. That the Company shall have received from such former employee, not later than thirty calendar days after his job was so terminated, a signed application for employment at such new location.
2. That work is then reasonably available for such former employee at such new location which he is qualified to perform and which he is prepared to perform without delay.

3. That such work is reasonably available after provision has been made for the satisfaction of all obligations of the Company to provide employment to others whether arising under any contract or by operation of law.
4. That such offers of employment will be made to applicants in order of their relative seniority ranking as it existed immediately prior to the termination of their employment, and
5. That wages and working conditions at the new location will be those there from time to time.
6. The above shall be subject always to any contracts that are binding upon the Company or its successor.

**31.02** In the event a Public Review Board or the CAW NATIONAL Executive Board directs the re-instatement of an employees grievance that was handled in accordance with Article 7 herein, it is specifically agreed that the Company or Union shall have no liability for any claims for damage including a back pay claim from the time of the original disposition to the time of reinstatement of the grievance and that no such action will be initiated by the Union or the Grievor.

**31.03** It will be the responsibility of the employee to notify the Industrial Relations Department in writing by registered mail, or by an initialled change on his personal record. of any change in address. Failure to so notify will relieve the Company of any obligation under this Agreement.

**31.04** Employees shall notify the Company as soon as possible, where appropriate, on the first day and thereafter as conditions indicate. If an employee is off ill for more than three (3) working days he will require a physician's certificate of illness and will report with said certificate to the Nursing Station upon return to work.

**31.05** Employees hired during June, July, August working during that period as vacation replacements will not acquire seniority as defined in Article XI. Such replacement hires shall not infringe upon the contractual rights of the bargaining unit employees. Vacation replacements retained by the Company after the summer period will be credited with seniority in accordance with Article 11.02. The Company will give preferential hiring consideration to qualified children of present Hussmann employees.

**31.06** The Company agrees to contribute to an educational fund (P.E.L.) on behalf of Hussmann employees selected by the Union to take an educational course for the purpose of upgrading the employees' skills in all aspects of trade union functions.

The amount of the Company's liability will not exceed one (1) cent per hour for all hours actually worked commencing November 1, 1987. Said contributions are to be paid quarterly. The fund will not exceed a maximum of one (1) year's contributions to be maintained as use dictates.



31.07 Employees will not be used as sub-contractors while currently employed.

**ARTICLE XXXII**

**TERMINATION CLAUSE**

32.01 This Agreement, entered into this 1<sup>st</sup> day of December, 1995 shall be in effect until Midnight on Monday, November 30, 1998 ~~hereof~~ and shall continue from year to year after that date unless either party gives notice in writing of its intention to amend this Agreement on ten (10) days clear notice within a period of ninety (90) days prior to the expiration. In the event that either party gives notice seeking amendment, negotiations will commence within ten (10) days after receipt of such notice.

32.02 Upon this Agreement becoming effective, all prior contractual Agreements between the Company and the Union are superseded and terminated. No provisions of this Agreement shall have any effect prior to the effective date of this Agreement unless specifically provided herein.

**FOR THE COMPANY**

**FOR THE UNION**

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**APPENDIX "A"**

**LABOUR GRADES, CLASSIFICATIONS AND WAGE RATES**

	RATE	12/01/95	12/01/96	12/01/97
<b>GROUP 1</b>				
Helper/Assembler, Material Handler...		\$16.71	\$17.26	\$17.91
Sweeper				
<b>GROUP 11</b>				
Buffer and Grinder .....		\$16.76	\$17.31	\$17.96
Saw Operator				
<b>GROUP 111</b>				
Brazer - Welding .....		\$16.82	\$17.37	\$18.02
Fork Lift Operator				
Spot Welder				
Electric Tester				
Stockroom Clerk				
Foam Machine Operator				
Machine Loader Clerk - 2nd & 3rd Shift				
Brazer - Assembly				
Crane Operator				
First Aid Attendant - 2nd & 3rd Shift				
Coil bender and set-up				
<b>GROUP 1V</b>				
Wood Machine Operator .....		\$16.87	\$17.42	\$18.07
Shipper - Receiver				
Self Contained Unit Tester				
Expeditor				
Coil Set-Up and Brazing (Certified Brazer)				
Fork Lift/Tractor Operator				
<b>GROUP V</b>				
Glass Polisher .....		\$16.93	\$17.48	\$18.13
Condensing Unit Panel Tester				
Production Electrician & Trouble Shooter				
New-System-Mechanical <del>Assembly</del> (Certified Brazer)				
New-System-Electrical Assembly				
Control Panel Assembler				
Brazer, <b>Unit</b> Line (Certified Brazer)				

**GROUP VI**

Arc Welders .....	\$16.99	\$17.54	\$18.19
Finish Buffer			
Tool Crib Attendant			
Paint Sprayer			
Sticker Operator			
Utility Man			

**GROUP V11**

Argon Welder .....	\$17.04	\$17.59	\$18.24
Experimental & Template Worker - Wood			
New-System-Electrical Technician			
Spray Painter & Paint Preparation			
Paint Sprayer and Body Repair			
Sheet Metal Clerk - Days			
Inspector			
Press Operator			

**GROUP V111**

Refrigeration Technician.....	\$17.09	\$17.64	\$18.29
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**GROUP 1X**

Certified Welder .....	\$17.14	\$17.69	\$18.34
Cratemaker			

**GROUP X**

Specialty Operator.....	\$17.19	\$17.74	\$18.39
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**GROUP X1**

Refrigeration Specialist.....	\$17.69	\$18.24	\$18.89
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**LEADHANDS**

Leadhands other than maintenance shall be paid \$.45/hr. above the highest labour grade rate he leads.

**ADD ON PREMIUMS**

Employees receiving foul weather, new systems and/or certified brazer premiums as of December 16, 1983, will continue to receive such premiums until their classification is changed.

An employee required by the Company to be certified and working as a brazer with a current certificate will receive a premium of 10¢ per hour.

**SKILLED TRADES**

**GROUP I**

Electrical (Electronics) & General Maintenance.....	\$19.60	\$20.35	\$21.20
Millwright & General Maintenance			

**GROUP II**

Lead Hand Maintenance.....	\$20.10	\$20.85	\$21.70
Lead Hand Electrical Plant Chairperson			

During the term of this Agreement, the starting rate for production worker vacation replacement hires will be \$9.00 per hour for the term of agreement.

In the event employees hired as vacation replacements are retained by the Company beyond the summer period, their rate of pay will be administered in accordance with the wage progression schedule for "new hires".

Production employees hired during the agreement term will be placed on a twenty eight (28) month progression schedule. Their starting rate of pay shall be 75% of the classification rates shown in Appendix "A".

Six (6) months active service from their date of hire, their rate of pay will be 80%

Twelve (12) months active service from their date of hire. their rate of pay will be increased to 85%.

Eighteen (18) months active service from their date of hire. their rate of pay will be increased to 90%.

Twenty-Four (24) months active service from their date of hire, their rate of pay will be increased to 95%.

Twenty-Eight (28) months active service from their date of hire, the employees rate of pay will be increased to the maximum rate of their classification in effect at the time.

Employees hired under the previous eighteen (18) month progression scale will continue on such scale.