



## **Collective Labour Agreement**

between  
**TRW** Canada Limited  
Thompson Products Division  
St. Catharines, Ontario

and

**Thompson Products Employees'  
Association**  
St. Catharines, Ontario

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**PROPERTY OF**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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# COLLECTIVE LABOUR AGREEMENT

This agreement made and entered into this  
first day of May, 1989

between

TRW CANADA LIMITED  
Thompson Products Division  
St. Catharines, Ontario, Canada  
(hereinafter referred to as "the Company")  
OF **THE FIRST PART**

and

THOMPSON PRODUCTS  
EMPLOYEES' ASSOCIATION  
St. Catharines, Ontario

Certified under the laws of the Province of Ontario on the  
25th day of January, 1944.  
(hereinafter referred to as "the Association")  
OF **THE SECOND PART**

## **Article 1**

### **General Purpose**

1.01 It is the intent and purpose of the parties hereto, to promote close cooperation and maintain a constant spirit of goodwill between the employees and management by assuring the continuous, economical and profitable operations of the plants in St. Catharines, thereby enabling employees and the Company to enjoy, so far as economic conditions may permit, security and continuity of employment and to establish a basic understanding and procedure for the determination of wages, hours of work, working conditions and to provide a means for the amicable adjustments of all grievances arising therefrom.

1.02 In this agreement words importing the singular shall include the plural and vice versa where the context requires. Words importing the masculine gender shall include the feminine where the context requires.

1.03 By mutual agreement any of the terms and conditions in this agreement may be amended during its term in order to continually improve the competitive position of the Company. No amendments will be made unless it has prior approval of the T.P.E.A. Executive, and the Company.

## **Article 2**

### **Recognition**

2.01 The Company recognizes the Association as the sole collective bargaining representative for all employees at its St. Catharines plants with the exception of all salaried employees.

2.02 The terms "employee" and "employees" as used in this Agreement shall mean and include all employees represented by the Association hereunder except where the context clearly indicates a different meaning.

### Article 3

#### Rights of the Association - Officers and Members

3.01 In the temporary absence of the regular representative, the President of the Association may appoint any other representative to deal with a complaint or grievance. In such a case, the Supervisor of the department concerned will be notified by the Association.

3.02 The Company further agrees to recognize committees and representatives of the Association, duly named and elected by the members of the Association in its relations with the bargaining agency in all matters of negotiations and discussion of grievances as provided for by this Agreement. Meetings between Management and the Executive of the Association shall be held on the third Wednesday of each month or at any other time as may be mutually agreed upon.

3.03 Any officer, committee member or representative of the Association, after permission has been obtained from their Supervisor, shall be permitted time away from regular duties without loss of pay as may be reasonably required for the following purposes:

- (a) To attend such meetings with Company representatives as are herein provided pertaining to matters relating to this Agreement.
- (b) To investigate and service grievances in accordance with the terms of the Agreement.
- (c) To attend any special executive meetings of the Association, such meetings will be limited to a maximum of four (4) hours per month.
- (d) A member of the Association must obtain permission from his Supervisor before leaving his work station to consult with a representative.

(e) In the event of any transfer of work or the opening of any new facility or operation by the Company, the Company shall notify the Association of its intended action.

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3.04 In order to preserve the continuity of this Collective Agreement, the Company agrees that for the term of the Agreement, in all matters relating to layoffs, decrease of an operation, displacement and job deletion, the Executive Board of the Association, comprising the offers and the elected representatives, shall have the highest seniority in their respective departments. In the application of such seniority to the layoff procedure in this Agreement the layoff option shall not apply. The combined total number of such officers and representatives for this purpose shall not exceed a reasonable number that shall be mutually agreed to between the Company and the Association. The Company agrees to twelve (12) officers and representatives for the term of this Agreement.

#### **Article 4**

##### **Rights of Management**

4.01 The Association recognizes the Company's right to hire, retire, dismiss, transfer, promote, demote, or lay off employees. However, in all such cases of hiring, retiring, dismissal, transfers, promotions, demotions or layoffs, the employees shall have the right to appeal through the Association as provided for in the relevant Articles and in the Grievance Procedure of this Agreement.

4.02 Subject to the provisions of this Agreement, it is recognized and agreed that the management of the plants and the direction and supervision of the employees is vested solely in the Company. Without limiting the generality of this section, the Association also recognizes and agrees that the right to maintain order, discipline and efficiency, to increase or decrease operations, to remove or install machinery or equipment, to introduce new or improved production methods and facilities, determine the quality and quantity of production, to increase or change production equipment, are vested solely in the Company.

## Article 5

### No Strikes or Lockouts

5.01 It is hereby agreed that, during the length of this Agreement, the Association will not initiate, authorize, sanction, support or engage in any strike, work stoppage, or slowdown of work, and the Company will not lock out any employee or group of employees since this Agreement provides for the orderly and amicable settlement and adjustment of any and all disputes, differences and grievances.

5.02 The words "strike" and "lock out" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act.

## Article 6

### Association Security

6.01 The Company will not interfere with the rights of the employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the Company against any employee because of his membership, or non-membership in the Association and the Association agrees not to intimidate or coerce employees into membership.

6.02 The Company agrees to deduct from each employees' pay on the first pay day in each calendar month during the term of this agreement, the regular monthly Association dues and assessments, or an amount equivalent to them levied by the Association in accordance with its Constitution and By-Laws.

6.03 Each employee **of the** Company, upon hire shall, as a condition of employment, deposit with the Company an authorization card voluntarily signed by such employee and witnessed authorizing the Company to deduct and pay to the Association the Association dues and assessment described above or an amount equivalent to them.



6.04 The dues and assessment so deducted will be transmitted to the President of the Association on or before the 15th day of each and every month along with a list of employees from whom such deductions are made.

6.05 The Company also agrees that it shall deduct from the employees who sign an Association membership card the amount of the initiation fees set by the Association. This deduction of initiation fees shall be made by the Company upon notification by the Association that the employee has signed an Association membership card. The initiation fees, as prescribed by the Association Constitution, shall be deducted from the employee's wages on the first pay day of the following calendar month and shall be remitted to the President of the Association on or before the 15th day of the calendar month along with a list of the employees from whom such deductions are made.

6.06 It is agreed that the Company shall not be liable in any manner whatsoever, for any action taken under the terms of this Article.

## **Article 7**

### **Grievance Procedure**

7.01 In the event of a complaint by an employee who is covered by this Agreement that he has been dealt with contrary to its terms, he may take the matter up as a grievance with the Company within, and not after, fifteen (15) working days of the date of the incident giving rise to the grievance. It is fully agreed by the parties to this Agreement that the presentation of any grievance must conform to the Grievance Procedure. In all cases of grievances arising from the alleged violation of this Agreement, the Company shall not be liable for damages or compensation unless the grievance has been presented within fifteen (15) working days from the date of the alleged violation.

7.02 The following procedure shall be adhered to in processing grievances:



### **Verbal Grievance**

The aggrieved employee, or group of employees, accompanied by a department representative, will take up the complaint in accordance with Article 7.01 above with the Production Coordinator of the department. The Company and the Association agree that it is the policy and desire of the parties to satisfactorily adjust all such complaints insofar as possible at this level. The Production Coordinator shall give his answer within two (2) regular working days after the day on which he received the complaint. This does not preclude the employee from discussing the complaint with the Production Coordinator without a representative being present prior to initiating a verbal grievance.

#### **Step I**

If a satisfactory settlement is not reached the grievance shall be entered on a grievance form to be provided by the Company, stating, whenever possible, the Article or Articles of this Agreement of which a violation is alleged and the relief sought within five (5) working days following the date upon which the decision was given or ought to be given by the Production Coordinator, or in his absence, the Area Manager. A meeting will be convened within (2) two working days following the date entered on the grievance form. Those representing the Company at this meeting shall be the Production Coordinator and the Human Relations representative. Those in attendance for the Association shall be his department representative and two (2) others from the Executive of the Association. The Production Coordinator shall give his signed answer in writing within five (5) working days following the date on which the meeting was held and return it to the T.P.E.A. office.

#### **Step II**

If a satisfactory settlement is not reached at Step I, the grievance may be referred by a member of the Grievance Committee or the President of the Association within five (5) working days following the date on which the decision of the Production Coordinator was given, or ought to have been given, as the case may be, to the office of the Manager of Human Relations or his designate. The Plant Management

Committee will convene a meeting within five (5) working days following the date on which the Manager of Human Relations received the grievance. The Plant Management Committee shall consist of four (4) members. Those in attendance for the Association shall be the Grievance Committee and the President of the Association. The Plant Management Committee shall give its signed answer in writing within five (5) working days following the date on which the meeting was held.

7.03 If the grievance has not been settled after all of the steps outlined above in the Grievance Procedure have been exhausted, it may be referred to arbitration within, and not after, thirty (30) calendar days following the date on which the answer of the Plant Management Committee was given, or ought to have been given, as the case may be.

7.04 A grievance by **an** employee concerning any difference arising directly between the Company and the employee may be submitted at Step II of the Grievance Procedure. Such a "direct type" of grievance shall be in the form prescribed in Step I of the Grievance Procedure and may be instituted within, and not after fifteen (15) working days of the date of the incident giving rise to the grievance. A "direct type" grievance is defined as a grievance relating to:

- (a) Jury Duty
- (b) Bereavement Pay
- (c) Make-up Pay
- (d) The Pension Plan
- (e) The S.U.B. Plan
- (f) Group Insurance
- (g) Displacement Procedure
- (h) Holiday Pay
- (i) Vacation Pay
- (j) Job Posting
- (k) Standards

7.05 Either the Company or the Association may institute a policy grievance at Step II of the Grievance Procedure. In the case of a Company grievance, it shall be handed to the President of the Association, or in his absence, another officer of the Association. A policy grievance shall be instituted within, and not after, fifteen (15) working days of the date of the incident giving rise to the grievance.

7.06 At any stage of the Grievance Procedure, either party may call in any necessary witnesses who are directly involved in the grievance. Insofar as it is practicable the Company will include the Production Coordinator directly involved with the grievance at the verbal step at all subsequent steps of the grievance.

7.07 It is fully agreed that if any employee or party to this Agreement fails to lodge his or its grievance within the applicable time limit as set out above, or fails to observe the other time limits for processing his or its grievance, such grievance shall not be dealt with by an Arbitration Board.

7.08 The Company and the Association will honour written requests for reasonable delay in processing grievances. However, should no written request for delay in answering a grievance be made by the Company and no answer be given within the specified time the Association may, within the specified time, present the grievance at the next step. Should no written request for delay be made by the Association, and the grievance is not presented at the next step within the specified time, the grievance shall be considered to be withdrawn. All time limits specified shall be mandatory.

## **Article 8**

### **Discharge and Discipline Cases**

8.01 (a) The Company will inform the Association before discharging or suspending an employee. **Subject to** 10.01 (b), no employee shall be discharged or disciplined without just cause.

(b) Before an employee is discharged for just cause, he will be suspended without pay for a period not to exceed three (3) working days in order to permit time to arrange an investigation. If, as a result of the investigation, it is determined that the employee should neither be discharged nor disciplined, he will be reimbursed for time lost due to the suspension (with no loss in seniority).

8.02 In the event that an employee is discharged or suspended from employment for five (5) days or more, the matter shall be taken up at Step II of the Grievance Procedure. Such a grievance shall conform with and be subject to the provisions of Article 7.01 of the Grievance Procedure, including the time limits therein set out and shall be in the form prescribed in Step I.

8.03 In respect of any discharge or discipline grievance, an Arbitration Board may:

- (a) confirm the Company's action,
- (b) uphold the grievance, or
- (c) dispose of the grievance in any manner which it considers just and equitable.

## **Article 9**

### **Arbitration**

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established in Article 7, notify the other party in writing of his desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an

arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Ministry of Labour for Ontario upon the request of either party.

9.02 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board but if there is no majority, the decision of the Chairman shall govern. Each party shall pay its own expenses and the expenses of its appointee and the parties shall share equally the expenses and fees of the Chairman.

9.03 The Board shall have no power to alter, amend or modify this Agreement, or to give a decision inconsistent with the terms of this Agreement.

9.04 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees directly involved and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

## Article 10

### Seniority

#### Definition of Seniority

10.01 (a) The employee will attain seniority standing after ninety (90) calendar days within a period of twelve (12) consecutive months and will thereupon be credited with three (3) months' service and become a regular employee. Prior to the expiration of this ninety (90) calendar day period, the employee will be considered probationary. All days absent with the exception of 10.01 (c) will be added to the employee's probationary period. There will be no responsibility on the part of the Company to re-employ probationary employees who have been laid off or discharged. The Company will inform the President of the Association before discharging a probationary employee.

(b) The Association shall represent all probationary employees for the purposes of collective bargaining in respect to rates of pay, wages and hours of employment pursuant to this Agreement, but the Association shall not represent probationary employees who have been laid off or discharged **and** who have worked sixty (60) calendar days or less in the plant since the date of the last hiring. The Association may represent probationary employees who have worked more than sixty (60) calendar days at the plant, who claim that their discharge is not for just cause; provided however, that the employee shall be deemed to have continued to be on probation.

(c) **An** employee who is separated during his probationary period for an occupational disability arising out of his employment by the Company and who is subsequently reinstated shall be required to complete his probationary period, and upon doing so shall have a seniority date which includes the time he was separated due to such disability, plus ninety (90) days. There shall be no seniority among probationary employees.

(d) Students employed as vacation replacements shall be hired from April 15 to September 1 for up to sixty (60) working days. The Company may also hire five (5) students in the period of September 1 to April 15 for up to sixty (60) working days. Students will not acquire seniority rights nor be given credit towards acquiring seniority rights.

### **Application of Seniority**

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10.02 In the case of recall, a regular employee shall be credited with all seniority during layoff on the condition that such a recall takes place within thirty-six (36) months from the date of layoff.

10.03 If there is insufficient work to permit regular employees to complete their eight (8) hour shift during their regularly scheduled work week because of machine breakdown or other reasons, regular employees from within

the affected department, will be retained on the basis of their seniority for the balance of the shift as long as they are qualified to perform the work that is available.

10.04 A regular employee's seniority record will be credited with any time lost because of an occupational injury, personal illness, an accident outside the Company or industrial illness which was incurred during the course of his employment with the Company equivalent to his credited seniority at the time of his injury or illness or thirty-six (36) consecutive months, whichever is greater. (Effective May 1, 1980).

10.05 (a) Except in the case of a decrease in operations where the scheduled work week in the plants is less than forty (40) hours, seniority may be claimed by any employee whose work week drops to thirty-two (32) hours or less, provided the probationary period has been completed and the employee is qualified to do the work.

(b) Inventory. All employees will be asked to work on inventory day and guaranteed eight (8) hours time except for those employees who leave voluntarily. Inventory, if held on the weekend, will be pursuant to Article 14.10. The Company does not guarantee eight (8) hours time on inventory on overtime.

10.06 A regular employee's seniority record will be credited with any time lost because of personal leave of absence obtained in accordance with the provisions of this Agreement up to and including thirty (30) calendar days. Any additional seniority credited to an employee who is granted a leave in excess of thirty (30) days must be mutually agreed upon between the Company and the Association.

10.07 In the event that the Company can no longer retain an employee in a position not included in the bargaining unit the Company shall place such employee in the job in the bargaining unit which he last occupied, subject to the seniority rights of other employees.

(a) In the event that the employee's seniority is not sufficient to entitle him to the job he last occupied, he shall displace the employee with the least amount of seniority in the department where he last worked.

(b) An employee refusing to accept the job referred to in (a) above shall be assigned to a job that is held by the employee with the least amount of seniority in the bargaining unit.

(c) An employee will accumulate seniority outside the bargaining unit equal to the extent of his seniority while in the bargaining unit.

(d) Effective May 1, 1977, an employee taking a salaried job with the Company shall have his hourly seniority frozen three (3) months after he leaves the bargaining unit and will retain only the seniority he had while in the bargaining unit.

(e) Effective May 1, 1986, no employee shall hold a job outside of the bargaining unit for more than one hundred and twenty (120) working days, including training and schooling, in a twelve (12) month period from the first day he starts.

10.08 In the case of a company purchased by Thompson Products, whose employees and facilities are moved to the plants in St. Catharines, the employee's seniority will start at the time the employee's facilities are moved to St. Catharines. This provision may be reviewed and mutual consent of the Company and the Association secured at the time of purchase.

### **Qualifications**

10.09 (a) As used in this Agreement, the term "qualifications" means such factors relating to job performance as: physical fitness, skill and ability, training and experience; licenses (where required), and past work record with the Company, including such items as attendance, safety, quantity and quality of **work**.



(b) The determination of an employee's qualifications is the responsibility of the Company with the understanding that any disagreement with the Company's decision may be taken up as a grievance.

(c) An employee is considered qualified for his job when he is capable of consistently producing standard quantity and quality of work in a workmanlike manner, can make necessary tool and machine adjustments, and perform the various phases of work called for by the job after a training period of not less than ten (10) working days up to a maximum of twenty (20) working days.

### **Notice of Layoff**

10.10 (a) The Company will notify employees as well as the President of the Association, of any contemplated layoff in a department at least one week prior to the effective date of such layoff.

(b) Forty-eight (48) hours' notice (two full working days) will be given to probationary employees as well as regular employees prior to the starting time of their shift before a layoff. In the event that such notice is not given then such employees shall receive two (2) days' pay in lieu of such notice. This provision will not apply with respect to layoff resulting from matters beyond the Company's control.

(c) The Company will post a notice of affected job classifications and departments on the Company bulletin boards.

(d) There shall be a joint meeting held between the President of the Association or, in the event of his absence, another officer of the Association and the Human Relations representative or in his absence another officer of the Company, before a layoff becomes effective and a list of the employees to be laid off shall be given to the Association at that time.

## **Layoff Procedure (General)**

10.11 In the event that it becomes necessary to reduce the working force in either Schedule I Appendix I or Schedule II Appendix II, probationary employees will be the first to be laid off. All regular employees will be laid off in accordance with the provisions that follow.

Layoff Procedure *All* Job Classifications Schedule I Appendix I and Schedule II Appendix II

(a) Definitions:

(1) Affected job classification is the job classification (per Appendix I and Appendix II) in which a reduction in work force is required.

(2) Affected department is the department in which the affected job classification is located and is identified by the normal departmental number. In the case of Inspection department employees, the affected department shall be the affected assigned area.

(3) The affected employee shall be the employee regularly employed in the affected job classification at the time the desired work force reduction is required. Employees holding jobs in the affected area through temporary transfer would be returned to their own job classification and department first.

(4) A layoff cycle for an affected job classification in an affected department shall be that period of time required for each employee to exercise a layoff option at least once or the term of the Collective Agreement, whichever occurs first.

### **(b) (1) Appendix I Schedule I Employees**

In the event that it becomes necessary to reduce the work force, the most senior employee in the affected job classification in the affected department shall be given the option of layoff or remaining in the affected job classifica-

tion. In the event that the most senior employee elects to remain in the affected job classification the next most senior employee in the affected job classification will be given the option of layoff or remaining in the affected job classification. This process shall continue until the desired work force reduction is achieved. In the event that this process reaches a most junior employee in the affected job classification in the affected department he must take the layoff for no more than sixty (60) cumulative days in any consecutive twelve (12) month period from the last day of his layoff in accordance with the terms of the Collective Agreement. The employee may, however, elect to take another layoff within the twelve (12) month period if he so desires.

**(b) (2) Appendix II Schedule II  
Employees**

In the event that it becomes necessary to reduce the work force, the most senior employee in the affected job classification in the affected department shall be given the option of layoff or remaining in the affected job classification. In the event that the most senior employee elects to remain in the affected job classification, the next most senior employee in the affected job classification will be given the option of layoff or remaining in the affected job classification. This process shall continue until the desired work force reduction is achieved. In the event that this process reaches the most junior employee in the affected job classification in the affected department he may exercise his option to accept preferential layoff or displace a junior employee subject to the provisions of the Collective Agreement.

(b) (3) Displacements into certain key job classifications in Appendix II will not be permitted for a consecutive period of four (4) calendar months due to their special training requirements. The job classifications included under this Article will include the following:

Job Classification Group	Wage
Tool Proveout and Set-Up Instructor (Forge Shops)	15
Cold Form Technician Set-Up Instructor	13
Tocco Set-Up	13
Heat Treat Operator	12

At the time an employee would normally bump into one of the above classifications, that employee will instead bump to the next job classification available to him under the displacement procedure. If a four (4) consecutive month period transpires and the employee is still not recalled to his own job, that affected employee shall exercise his seniority rights at that time and bump into the applicable key job. Furthermore, if the affected employee has lost money as a result of this procedure, he will be reimbursed for that difference experienced over the four (4) month period. There will be no liability whatsoever should the period of deferred displacement into a key job be less than a full four (4) consecutive month period. If it is known that the displacement will equal or exceed four (4) consecutive calendar months, then he will be placed on the job immediately. In no event will any employee be laid off because of this deferred displacement procedure.

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(c) In the event that it becomes necessary to reduce the number of apprentices in the work force, the apprentice affected shall immediately displace on a seniority basis employees in Appendix II Schedule II pursuant to the Displacement Procedure. Laid off apprentices will receive S.U.B. benefits calculated on the basis of the current rate of the last job he performed prior to his apprenticeship.

(d) Any employee thus laid off shall remain on layoff for sixty (60) calendar days or until his job classification opens up, whichever occurs first, and subject to the recall provisions of the Collective Agreement. Frequency of layoff

could result in a reduction of an employee's pension and/or vacation credits.

(e) (1) Before the sixty (60) calendar days have expired and the employee's job classification has not opened up he must be notified by the Human Relations department. The T.P.E.A. must also be notified by the Company in writing regarding recalls. A senior employee's job classification is considered open when junior employees remain at work in the affected job classification.

(2) Any employee on a preferential or indefinite layoff from his own job classification which he owns through job posting, or job deletion, will be allowed to exercise his seniority rights to the thirty-six (36) month layoff option, until his job opens up, whichever occurs first.

(f) In the event an employee elects to remain on layoff, he will do so until his job classification in his home department opens up or thirty-six (36) months, whichever occurs first. In no event shall this procedure result in the Company being placed in a hiring position while regular employees are on layoff.

(g) In the event that thirty-six (36) months have elapsed he will return to work on a job offered him by the Company, subject to the seniority rights of other employees.

(h) A layoff will be considered complete when all regular employees on layoff have been recalled. For this purpose Schedule I Appendix I employees and Schedule II Appendix II employees shall be considered separate and distinct groups.

(i) **An** employee not electing to exercise the option to take a layoff shall not have the opportunity to exercise that option in that cycle again until all other employees in the affected job classification in the affected department have had the opportunity to exercise and complete their option in seniority sequence.

(j) At the conclusion of a layoff cycle in an affected job classification in an affected department, junior employees not required in the affected job classification must exercise the option to remain on layoff in accordance with Article 10.11 (e) above or exercise seniority in accordance with the displacement procedure. Where the employee elects to exercise seniority and the layoff is continuing the job classification affected by such a displacement will be considered affected for layoff purposes and the provisions of the above layoff procedures shall apply.

(k) **An** employee who is recalled from layoff to his own job classification and department, and has not completed his layoff option, may if there is a further layoff in that job classification and department within the terms of this Collective Agreement, complete the remainder of his layoff option or exercise his seniority rights as per ~~the~~ Collective Agreement. **An** employee who elects to exercise his seniority rights will not be given a further layoff option until the layoff cycle is complete as outlined in Article 10.11 (a) (4) above. Vacation periods occurring during an employee's layoff cycle will not be counted **as** days laid off. Exceptions to this provision are provided in the recall provisions of the Collective Agreement.

(l) With respect to salaried employees transferring back to the hourly work force, they will do so in accordance with Article 10 of the Collective Agreement.

(m) A salaried employee so transferred will be eligible for S.U.B. benefits in accordance with Article 25 and will gain S.U.B. credit units in the same manner as a new employee.

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(n) However, in the case of a salaried employee transferred back to the hourly work force, **and** who does not have the required seniority to remain in the plant, he will be eligible for **S.U.B. benefits** on the basis of credit units previously earned and not since cancelled while he was in the hourly work force. The employee in this case will be recalled to the first available job that he is entitled to hold by virtue of his seniority and qualifications.

(o) When a layoff is about to take place, the following procedure will apply in all cases of preferential layoff:

(1) The employee in the affected job classification will be contacted on whether or not he is interested in the preferential layoff.

(2) If the employee confirms his intentions of taking the preferential layoff he will then be committed to taking the layoff and will not be permitted to change his option.

(3) The affected employee will have twenty-four (24) hours from the time he is asked to either accept or reject the preferential layoff. If no answer is given in twenty-four (24) hours, he will be deemed to have refused the layoff.

### **Displacement Procedure**

10.12 An employee displaced from his regular job classification and who elects to exercise his seniority rights pursuant to the displacement procedure and providing that he is qualified to do the work in a satisfactory manner, must exhaust all his seniority claims in the following order.

#### **(a) Department**

(1) An employee must exercise all seniority rights within his department before bumping on a plant-wide basis.

(2) In a job classification in his own wage group within his own department, which he is qualified to perform, thus displacing the most junior employee in that job classification and wage group.

(3) An employee exhausting seniority rights in his own wage group will displace the most junior employee in the next lower job classification provided he is qualified to perform the work. If he is unsuccessful he will continue to exercise seniority rights to displace in downward movement the most junior employee in each lower job classification until he is successful, provided he is qualified to perform the work.

(4) If the affected employee reaches the lowest job classification in a department and is unsuccessful under 10.12 (a) (3), he shall be permitted to exercise his seniority rights by displacing in upward movement the most junior

employee in each higher job classification until he is successful, provided he is qualified to perform the work.

(5) If the affected employee is unsuccessful under 10.12 (a) (4), he will be entitled to exercise the plant-wide displacement procedure. However, it is understood that employees in Schedule I will be entitled to exercise displacement rights in a higher job classification within Schedule I provided they have previously held the job through job posting. When an employee is displaced from his home department he will exercise his seniority from his job classification and wage group that he owns through job posting.

**(b) Plant-Wide**

(1) On a job in his own wage group on a Company-wide basis which he is qualified to perform, thus displacing the most junior employee in the wage group.

(2) An affected employee exhausting seniority rights in his own wage group will displace the most junior employee in the next lower job classification provided he is qualified to perform the work. If he is unsuccessful he will continue to exercise seniority rights to displace in downward movement the most junior employee in each lower job classification until he is successful, provided he is qualified to perform the work.

(3) If the affected employee reaches the lowest job classification in the plant and is unsuccessful under 10.12 (b) (2) then he shall be permitted to exercise his seniority rights by displacing in upward movement the most junior employee in each higher job classification until he is successful, provided he is qualified to perform the work.

(c) In the event of a displacement, the employee's wages will be adjusted as of the first full shift in the new job classification.

(d) All manpower changes and allocations resulting from the displacement and recall procedures will be final after fifteen (15) working days after their effective date.



10.13 For the purpose of this agreement, "comparable" shall mean the employees' job classification that he owns, pursuant to Article II or job deletion.

10.14 (a) Should a case arise in the administration of this displacement procedure where there is disagreement over an employee's qualifications, the Company and the Association have agreed that the employee involved will be given a training period of not less than ten (10) working days up to a maximum of twenty (20) working days.

(b) In the event an employee is laid off contrary to the provisions of this Agreement he may within a period not to exceed fifteen (15) working days, arrange for an investigation of his case if he so desires. If as a result of the investigation it is determined that the employee should not have been laid off he will be reimbursed for time lost.

10.15 (a) In the event that an operation or department is permanently discontinued, the employees affected will be given preference for work in other departments on comparable jobs, in which their qualifications and seniority entitle them. An employee may waive this option and exercise his seniority through the displacement procedure as outlined in Article 10.14. Preferential Layoff will not be available to employees whose job has been deleted under this article.

(b) In the event that an operation or department is reactivated, displaced employees shall have recall rights by virtue of their seniority if they so desire. This then becomes their home department. This option is to be extended for a maximum period of 24 months from the date the operation or department was discontinued. If the employee has received a job through Article 11 they must remain on that job.

### **Recall Procedure From Layoff**

10.16 (a) (1) Senior employees completing a sixty (60) day layoff option are considered automatically recalled. Such recalls will take place at the beginning of the first work week after the sixty (60) day layoff has expired.

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(2) When an employees' job classification or department opens up, the junior employee from the job classification and department on Preferential layoff or the senior employee from the department on displacement, whoever has the greatest seniority, will be recalled to his job classification or department.

(b) When working schedules are increased, the following procedures shall be followed in recalling regular employees from layoff.

(1) The following procedure in recalling regular employees in reverse order from displacement shall be followed in sequential order, providing he is qualified to perform the work:

1. To his department to an open job. \*
2. To his own job classification and department.
3. To his job classification plant-wide.
4. To any job plant-wide he is qualified to perform.

\* An open job is one in which, on seniority basis, an employee is entitled to occupy as a result of 10.16 (b) but for which he does not hold job classification rights pursuant to job posting or job deletion.

(2) Regular employees will be recalled from indefinite layoff on the basis of seniority first.

(3) An employee's regular job classification is defined as the highest skilled operation he is qualified to perform and in which he would be working when the department is operating normally.

(4) Where a temporary job becomes available to which no employee on layoff has recall rights, the most senior employee on indefinite layoff, or the most junior employee on preferential layoff, will be recalled, providing he is qualified to perform the duties of that job. If the employee is from the preferential layoff he shall remain in the temporary job for a period of time not to exceed thirty (30) calendar days, or recall to his own department, whichever occurs first. An employee thus performing such a temporary job will do so without a reduction in wages. In no event shall this

procedure result in the Company being placed in a hiring position while employees are on layoff. An employee who has been called back to work in accordance with this clause may have the option of either returning to his own job or completing his sixty (60) day layoff.

(5) In no event shall Schedule I Appendix I employees be recalled to fill jobs in Schedule II Appendix II.

(6) A temporary job is defined as a job that is in addition to normal activities in the Company's operations that is not normally expected to become a permanent part of the Company's operations or is a job created through absenteeism, sickness, vacations or leave of absence.

(7) Employees recalled on the same date to open jobs will be placed on jobs comparable to the job they normally perform by virtue of their seniority.

10.17 Employees are responsible for having the correct address and telephone number on file with the Human Relations department at which the Company may reach them. Upon being notified to return to work by registered letter, wire, or personal telephone call, employees shall be allowed five (5) working days to report to the Human Relations department for work. Failure to so report to the Human Relations department within this period of time will serve as notice to the Company that the employee has resigned.

10.18 There shall be a joint meeting held between the President of the Association and the Human Relations representative before any recalls are made.

### **Seniority Lists**

10.19 (a) Seniority lists, showing employees' years and months of service with the Company will be posted in both plants and these lists shall establish seniority rating of each employee. In the event that employees have the same number of years and months of service, the employee who was hired the earliest day of the first month of his employ-

ment shall be shown as having the greatest amount of seniority and his name shall appear first in the seniority list. Employees hired on the same day and having the same seniority date will be listed in reverse alphabetical order. Employees shall be entitled at any time to review their seniority status.

(b) Seniority lists shall be brought up-to-date every six (6) months and at such time a copy of the new list will be given to the Association.

(c) The Association will be furnished with a daily list showing any new employees or recalls for the previous day.

### **Termination of Seniority**

10.20 Seniority rights shall cease for any of the following reasons:

(a) If an employee resigns.

(b) If an employee is laid off for a period in excess of thirty-six (36) consecutive months or if his layoff exceeds his plant seniority, whichever is greater. In no event will an employee be entitled to claim in excess of ten (10) years seniority as a result of a layoff extending beyond ten (10) consecutive years for purposes of vacation and long service bonus.

(c) If an employee is discharged for just cause.

(d) If an employee has been absent for five (5) consecutive working days without having notified the Company directly, unless an explanation reasonable to the Company is given.

(e) If an employee is laid off and fails to return to work within five (5) working days after having been duly notified to return to work, unless an explanation reasonable to the Company is given.

(f) If an employee overstays a leave of absence granted by management in writing and does not secure an extension of such leave unless an explanation reasonable to the Company is given.

(g) If an employee retires or is retired. In the case of a disability retirement where an employee recovers from the disability and is able to return to work such employee will be credited with the seniority to which he was entitled at the date on which he commenced his disability retirement.

## **Article 11**

### **Job Vacancies**

11.01 It is the desire of the Company to move regular employees to better paying or more desirable jobs as openings occur. When a permanent vacancy occurs which is required to be filled by the employer, on a full-time basis, a job posting will be placed on the Company's bulletin boards and in the department in which the posted job is located for a period of three (3) working days and will describe the job requirements, the rate of pay, or department and the effective date by which the job is to be filled. Employees receiving a job from a job posting will sign for that job classification and department, and at that time it will become his job classification and department.

(a) All jobs will be posted.

(b) Job vacancies will not be posted in the following cases:

(1) Temporary jobs.

(2) Job vacancies which have been posted in the previous one (1) month unless such a posting has been exhausted in which case a second posting shall be posted and exhausted before hiring from outside.

(3) While employees in the job classification in the department in which the vacancy occurs are on layoff or have been displaced.

(4) When an apprentice completes his apprenticeship he will be absorbed in his trade without a job posting, subject to his seniority.

11.02 In considering applications from regular employees for job postings, employees with seniority and qualifications will be given consideration on a plant-wide basis in filling such jobs. The senior applicant qualified to perform the job will be selected. Qualifications as applied to job postings

shall mean such factors relating to job performance as physical fitness, skill and ability, licenses (where required) and past **work** record with the Company. Prior to the final selection of the successful job applicant, the *Area* Manager or appropriate department head, the Manager of Human Relations shall review all applications and communicate their decision to the President of the Association or the appropriate department representative.

11.03 Where a dispute arises in selection of an applicant for job posting, the most senior applicant will be given a trial period of twenty (20) working days during which time training will take place. In the event the employee fails to meet the requirements of the job during the trial period, he shall be returned to his former job and the job will then be filled by the Company in accordance with Article 11.02 (a) above and from original job applicants.

### **Request for Transfer**

11.04 A regular employee who is transferred in accordance with this Article will receive the rate of pay for the job at the time of his transfer. He will remain on that job for a period of four (4) months before he can request a further transfer, unless such an employee is laid off. Exceptions can be made to time beyond four (4) months that he must remain on these special jobs before he can request another transfer. These exceptions however, must be mutually agreed to between the Company and the Association before they become effective. This four (4) month limitation shall not apply to employees applying for any job openings in Schedule I or any apprenticeship openings.

11.05 The term "transfers" as used in this Article does not apply in the case of an employee who is transferred to a lower rated job when such a transfer is the result of a layoff or a recall as outlined in Article 10 of this Agreement.

**11.06 Application for Transfer or Returning to Work - Related to Health Reasons**

(a) A regular employee returning to work after an occupational ~~injury~~ or illness (Compensation), or from Weekly Sick Benefit (including an accident outside the Company), who has completed his benefit coverage of either the maximum of fifty-two (52) weeks, or is ready to return to work but is permanently restricted from performing in his regular **job** classification which he holds pursuant to Article 11, must produce medical documentation satisfactory to the Company clearly certifying his medical restrictions and his physical inability to perform his job. He will then be entitled to exercise his seniority rights to permanently displace a more junior employee.

(b) This permanent bump procedure will be exercised subject to the displacement procedure in Article 10. If the disabled employee later provides medical documentation satisfactory to the Company, clearly certifying his ability to perform his original job, he will be returned to that job, regardless of seniority. The disabled employee shall be required to submit to a physical examination at any time for the purpose of determining his medical condition, whenever such examination shall be requested by the Company or the Association.

(c) This procedure does not in any way limit the right of the Company to place disabled employees on the short term modified work program.

(d) An employee on permanent disability is defined as one who is unable to perform his regular occupation because of a physical restriction. In order for an employee to qualify for this permanent displacement procedure he must undergo a medical assessment at an approved medical institution at Company expense to determine the extent of his impairment.

(e) An employee performing the job of the employee who is absent due to an occupational injury, industrial illness, personal illness or accident outside the plant, will do so on a temporary transfer basis for a period of up to six (6) months (or longer if mutually agreed to by the Company and the Association).

(f) A regular employee returning to work under this Article whose former job classification has been discontinued will be entitled to exercise his seniority rights pursuant to Article 10.15 (a).

### **Temporary Transfers**

11.07 These are job assignments made for a period of four (4) weeks or less. When an employee is temporarily transferred to a job carrying a lower rate of pay, for the Company's convenience and while there is work on his own job, he will continue at his present rate of pay. If such a transfer is to a higher rate job, he will be paid the maximum rate of pay for the job. Where practicable, the senior employee will be given the opportunity to temporarily transfer to higher paying jobs or more desirable jobs within the department. Where a temporary job is to be filled by a temporary transfer, an individual employee cannot fill such a job beyond four (4) weeks unless mutually agreed to by the Company and the Association.

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## **Article 12**

### **Bulletin Boards**

12.01 Space on the bulletin boards of the Company will be available for exclusive use of the Association for posting notices pertaining to official Association business such as: notices of meetings, elections, recreational activities and listing of Association officers, etc. Such notices must be signed by the President or Vice-president of the Association. For communication purposes, a copy of such notices will be forwarded to the Manager of Human Relations.



## Article 13

### Leave of Absence

13.01 Upon the recommendation of the Production Coordinator and approval of the Area Manager and the Manager of Human Relations, an employee may be granted a leave of absence without pay for special circumstances. It is agreed, however, that no employee may engage in other employment while on leave of absence and that employment elsewhere during such period will automatically terminate the leave of absence, the seniority record, employee benefits and other employment rights with the Company. Applications for leave of absence will be filed in writing to the employee's Supervisor. A copy of the request for a leave of absence shall be given to the Association. Thirty (30) calendar days will be the maximum period of time for which leave of absence will be granted, but extensions of this period may be granted by the Company at its discretion, provided satisfactory reasons are presented before the thirty (30) day period expires.

### Educational Leave

13.02 An employee with three (3) or more years seniority may request to attend any accredited Education institution at a secondary or post secondary education level, or its equivalent. Such leaves will be provided to employees for a period not to exceed three (3) years on a first come first serve basis, subject to a maximum number to be periodically reviewed by the Company. The employee's seniority will be frozen and all benefits will be suspended as of the date the leave commences. The employee on leave will notify the Company within two (2) weeks of the completion or withdrawal from his educational program and will return to his previous job classification, or one similar, in the week following notification to the Company, subject to his seniority and displacement rights. The Company reserves the right to terminate the leave and all employment rights of the employee if the employee fails to continue full-time enrollment in his selected program and fails to return to work. Any job classification vacancy which is open as a result of an education leave will be posted as per Article 11.

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### **Jury Duty**

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13.03 (a) An employee who is summoned for jury duty or who is subpoenaed as a witness and who by virtue of such duty loses time from work shall receive for each day of such jury duty the difference between the pay lost on that day and the jury fee received.

(b) In order to receive such payment, an employee must give the Company prior notice that he has been summoned for jury duty or as a witness, and must furnish satisfactory evidence that he reported for or performed jury duty or served as a witness on the days for which he claims such payment. Payment will be computed on an eight (8) hour day at the employee's straight time hourly rate, including cost-of-living but excluding shift or other premiums.

### **Bereavement Compensation**

6-29-1  
13.04 (a) In the event of the death of an employee's spouse, child, parent, sister, brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchild, the employee will be paid for all regular time lost on the following basis:

(1) Up to a maximum of three (3) days pay at his regular straight time rate for eight (8) hours (including cost-of-living) for arranging and/or attending the funeral; or

(2) One (1) day's pay at his regular straight time rate for eight (8) hours (including cost-of-living) if he does not attend or arrange the funeral.

(b) In the event of the death of an employee's grandparent, son-in-law, daughter-in-law, or spouse's grandparent, the employee will be paid for all regular time lost on the following basis:

(1) One (1) day's pay at his regular straight time rate for eight (8) hours (including cost-of-living) for attending the funeral.

(c) With respect to 13.04 (a) and 13.04 (b) should a bereavement occur during an employee's vacation or holiday, he will receive his bereavement entitlement at a later date.

(d) In order for an employee to be entitled to payment under this Article:

(1) The employee must provide the Company with proof of death upon request.

(2) The claim for payment must be made to the Human Relations department.

### **Pregnancy Leave**

13.05 Requests by eligible employees for an unpaid leave of absence for pregnancy leave will be considered and approved subject to the terms and conditions of the, Employment Standards Act of Ontario.

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### **Public Office Leaves**

13.06 Any bargaining unit employee with at least 3 years seniority who is elected to public office (Municipal, Regional, Provincial, or Federal) shall apply in writing to the Manager of Human Relations and be granted a leave of absence for the period necessary to fulfill such office. The employee's seniority will be frozen and all benefits will be suspended the date the leave commences. The employee will notify the Company within two (2) weeks of the completion of his term in office. On his return he will displace the most junior employee in the bargaining unit subject to his seniority and Article 10 of the Agreement.

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## **Article 14**

### **Hours of Work and Overtime**

14.01 This Article is intended to set forth the basic schedule of hours upon which weekly production is planned and related overtime premiums paid. It shall not be construed as a guarantee of working hours.

## Work Week

14.02 For payroll purposes, the work week shall begin at 11 p.m. Saturday and continue for seven (7) consecutive twenty-four (24) hour days.

## Hours of Work

14.03 With the exception of Stationary Engineers and three (3) shift operations, the normal hours of work shall not exceed eight (8) hours per shift and forty (40) hours per week beginning 7 a.m. Monday and ending 11 p.m. Friday.

(a) The normal hours of work for a two (2) shift operation shall not include a paid lunch period with the exception of Friday, in which case a half-hour lunch period will be paid. In no event will an employee working steady days be eligible for a paid lunch period.

(b) The normal hours of work for Stationary Engineers shall not exceed eight (8) hours per shift and forty (40) hours per week beginning at 11 p.m. Sunday and continuing for seven (7) consecutive twenty-four (24) hour days. The changeover from winter to summer and summer to winter schedules will commence at the beginning of a pay period.

(c) Stationary Engineers will work the winter schedule as specified in Article 14.

14.04 Where a three (3) shift operation is scheduled, the shifts will rotate weekly from 11 p.m. to 7 a.m., 3 p.m. to 11 p.m. and 7 a.m. to 3 p.m. and will include a paid lunch.

14.05 Where an increase in work load requires that the Company schedule a two (2) shift operation where formerly there was only one (1) shift, employees who normally perform the work will rotate, unless otherwise mutually agreed upon by the Association and the Company.

14.06 (a) Where a department or an operation normally is scheduled for sixteen (16) hours on two (2) rotating shifts and a third shift is required, the following procedure will apply. Employees working from 7 a.m. to 3:30 p.m. will

work 11 p.m. to 7 a.m. Employees working 3:30 p.m. to 12 midnight will work 7 a.m. to 3 p.m., and the open shift will be from 3 p.m. to 11 p.m.

(b) When a three (3) shift operation goes down to a two (2) shift operation the following procedure will apply. The day shift (7 a.m. to 3 p.m.) will **go** to the afternoon shift, the afternoon shift (3 p.m. to 11 p.m.) will go to the day shift, the night shift (11 p.m. to 7 a.m.) will go to the day shift. If there are too many people for days the junior people coming from the 11 p.m. to 7 a.m. shift will go on the afternoon shift to balance it out.

14.08 Hours of work for weekend overtime shifts shall be 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., and 11 p.m. to 7 a.m., regardless of the employee's regular shift during the **week**.

### **Changes in Work Schedules**

14.09 The Company will meet with the Association **prior to** any change in the schedule of working hours.

### **Overtime**

14.10 It is understood that overtime shall be distributed as evenly as practicable among all employees normally performing the job classification in the department by low hours, seniority and shift for all departments except that in departments 4580, 5186, 5287, 5388 and 5489, overtime will not be based on shift but will include all other criteria as specified above. Informal guidelines established by the T.P.E.A. representative and the area manager are recognized by the Association and the Company. These informal guidelines will be in force on a year to year basis. If changes are not made or agreed to, the existing informal guidelines shall remain in place for the following year.

(a) (1) **All** probationary, permanently transferred, displaced, temporarily transferred **or** recalled employees will **be** credited with the average overtime of the job classification in the department to which they are assigned.

(2) Employees recalled from layoff or displacement to their own job classification and department shall be credited with their accumulated overtime or the average overtime, whichever is greater of their job classification in their department.

(3) If additional overtime is required and eligible employees are not available within the job classification and department, the following procedure shall apply in sequential order provided he has low hours, seniority and is qualified to perform the work.

1. On a departmental basis.
2. By established overtime guidelines.

(b) Employees on leave of absence, weekly sick benefits, compensation or temporarily transferred will be charged with the overtime hours that they would normally be scheduled to work in their job classification in their home department.

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(c) Employees who are approached on Thursday (Wednesday when Friday is a holiday) before clocking out at the end of their regular scheduled shift to work overtime on the weekend and who refuse, shall be charged with having worked overtime, providing it was the employee's turn to have worked overtime. Employees who are approached during their regularly scheduled shift to work overtime over and above that regularly scheduled shift and who refuse shall not be charged with having worked overtime. If the employee works the overtime, he shall be charged with the overtime. **An** employee refusing to work overtime on a holiday as in Article 19 shall not be charged overtime.

(d) For vacation and layoff purposes the work week will end on the last scheduled shift on Friday and an employee under this section will not be eligible for nor charged with the overtime pursuant to sub-section (c). Exceptions may be made if all employees in the job classification in the department have been asked to work and only at that time employees going on vacation or layoff may be asked for the

overtime. Employees going on vacation or layoff who work the overtime will be charged with the overtime.

(e) Employees on jury duty or bereavement as covered under the Collective Agreement will have the option of accepting or declining overtime scheduled that week. If the employee declines the overtime, he will not be charged as having worked the overtime pursuant to subsection (c). The responsibility lies solely with the employee to call in and advise if he wishes to work the overtime. If the employee does not call in at least sixteen (16) hours prior to the overtime he will not be eligible for the overtime nor will he be charged.

(f) For record keeping purposes and for the allocation of overtime, at the commencement of the calendar year, overtime will begin at zero. The accumulated overtime will be calculated on a weekly basis. The overtime shall be computed as of the end of the second shift every Sunday evening and no other overtime for purposes of calculation or assignment will be added until the following Sunday night.

(g) Probationary employees on temporary jobs or on temporary transfers and employees on modified work due to injury or illness who have been temporarily transferred to another job classification shall not be eligible for overtime until all regular eligible employees in the department have been asked to work.

(h) A temporary supervisor working outside the bargaining unit will be charged with overtime hours whenever his job classification in his department on his shift is scheduled to work overtime in the week or on the weekend.

14.11 Time and one-half will be paid for work performed in any consecutive twenty-four (24) hour period within the work week.

(a) To all employees, including Stationary Engineers, who **work** in excess of eight (8) hours per day.

(b) To all employees except Stationary Engineers, who work from **11 p.m.** Friday to **11 p.m.** Saturday.

(c) To Stationary Engineers for time worked on the sixth day that such employee is scheduled to work in the work week.

(d) Irregular Shift Changes: an employee shall be paid premium time for the first assigned shift worked under the following circumstances:

1. If, after leaving the plant at the end of his regular shift on Friday, he is requested to change his shift for the coming week.

2. If he is requested to change his shift after the beginning of his scheduled work week.

3. If he misses the first shift of his regular work schedule as a result of the irregular shift change.

(e) Time and one-half will be paid for working a sixth shift between **11 p.m.** Sunday and **11 p.m.** Friday.

14.12 Double time will be paid for work performed

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(a) To all employees except Stationary Engineers, who work from **11 p.m.** Saturday to **11 p.m.** Sunday.

(b) To Stationary Engineers for time worked on the seventh day that such employee is scheduled to work in the work week.

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(c) To all employees, including Stationary Engineers, for work performed on a paid holiday listed under Article 19 of this Agreement, the holiday being deemed for this purpose to be the twenty-four (**24**) hour period.

14.13 Overtime premium payments shall not be duplicated or pyramided for the same hours worked.



14.14 Overtime premium will not be paid:

(a) For time exchanged between individual employees by mutual agreement.

(b) For attendance at Negotiation and Joint Council meetings or special Executive meetings of the Association.

### **Stationary Engineers**

14.15 (a) While on the winter schedule only, the Company will pay time and one-half for Saturday **work** and double time for Sunday work, providing the compressors in the Compressor Room are in operation **as** directed by the Manufacturing Manager.

(b) There shall be no pyramiding **of** any premium payments for work on Saturday, Sunday or holidays.

### **Call Back**

14.16 (a) It is the policy of the Company to observe the regular scheduled hours assigned to employees insofar as **is** practicable. As a matter of policy, the Company will not call back employees who have clocked out, except to do a job of an important nature.

(b) If an employee is called back at any time outside his normal working hours to perform a job of an important nature, he shall be paid the applicable premium rate including shift premium and COLA for the time actually worked outside of his normal working hours.

(c) If the time worked is less than four (4) hours he shall receive four (4) hours' pay at the premium rate including shift premium and COLA.

### **Call-In**

14.17 An employee who is called in advance of his regular scheduled starting time to perform work will be paid at the applicable premium rate for all hours immediately prior to the commencement of his regular shift including COLA and shift premium.

## Reporting Time

**14.18** (a) **An** employee who reports to work as scheduled, not having been told previously not to report (or in the case of an employee who was not at work on the previous day, was notified to report) and is not assigned work, shall be paid for four (4) hours at his job rate including shift premium and COLA for so reporting. If such an employee is assigned work by the Company, he shall be paid a minimum of four (4) hours' time at his job rate including shift premium and COLA or be paid for hours actually worked, at the appropriate ~~rate~~, whichever is greater.

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(b) In the event there is lack of work due to reasons beyond the control of the Company such as power failures, floods, a water shortage, fuel shortage, fires or severe weather conditions affecting the majority of employees in a plant or department, the following conditions shall apply:

(1) If **an** employee is notified of the emergency by radio, newspaper, telephone or plant security and is instructed not to report he shall receive four (4) hours pay at his regular job ~~rate~~ including COLA and shift premium provided he has worked on the last regular shift prior to the emergency and ~~that~~ he works the next regular shift after the emergency.

(2) It is understood that for eight (8) hours in such emergency situations, the seniority provisions of Article 10.05 shall not apply.

**14.19** An employee reporting for work on Saturday, Sunday and Paid Holidays, having been requested by the Company to report, and is not assigned work in the job classification and department he was reporting for, shall be guaranteed a minimum of four (4) hours at the appropriate overtime rate including shift premium and COLA.

## Rest Periods

14.20

All hourly-rated employees are entitled to the following rest and lunch periods which are to be taken at the time indicated below, unless otherwise scheduled

- |                       |   |
|-----------------------|---|
| 10 a.m. to 10:10 a.m. | - All employees working days                                      |
| 9 p.m. to 9:10 p.m.   | - Employees working 3 p.m. to 11 p.m. or 3:30 p.m. to 12 midnight |
| 1 a.m. to 1:10 a.m.   | - Employees working 11 p.m. to 7 a.m.                             |

## Lunch Periods

14.21

- |                       |   |
|-----------------------|---|
| 12 noon to 12:30 p.m. | - All employees working days                                      |
| 7 p.m. to 7:30 p.m.   | - Employees working 3 p.m. to 11 p.m. or 3:30 p.m. to 12 midnight |
| 3 a.m. to 3:30 a.m.   | - Employees working 11 p.m. to 7 a.m.                             |

## Clean-up, Wash-up and Starting Times

14.22 (a) All employees, with the exception of those engaged in operations as outlined in paragraph 14.22 (b) shall be permitted to stop work ten (10) minutes prior to the end of their shift. Five (5) minutes of this time will be allotted to cleaning up machines and work areas and the remaining five (5) minutes for personal wash-up time.

(b) Employees working in the forge shops and maintenance and heat treat operations only, will be permitted to stop work fifteen (15) minutes prior to the end of their shift. Five (5) minutes of this time will be allotted to cleaning up machines and work areas and the remaining ten (10) minutes for personal wash-up time.

(c) When a shift begins, each employee is required to be at his machine or place of work. If unavoidably prevented from

reporting for work, an employee shall notify the Security Officer on duty as far in advance as possible, who in turn, will notify the Supervisor concerned.

### **Lateness**

14.23 Employees will be paid by the attendance clock card to the nearest one-hundredth (1/100) of an hour. Failure to punch the attendance clock card will result in the imposition of a penalty of fifteen (15) minutes or the time recorded on the attendance clock card as approved by the Supervisor.

## **Article 15**

### **Shift Premium**

15.01 Effective May 1, 1989 the Company will pay a premium of 45 cents per hour for all work performed on the afternoon shift and 75 cents per hour for all work performed on the night shift.

## **Article 16**

### **Wages**

16.01 Rates shown in Appendices I and II will be effective as of May 1, 1989.

(a) Effective May 1, 1989 Appendix I Schedule I employees shall receive 50 cents an hour added to the base rate.

(b) Effective May 1, 1989, the cost-of-living allowance which is floating from the previous 1986 - 1989 collective agreement (1.323) will be folded into the base rate.

(c) Effective May 1, 1989, 3% increase on the April 30, 1989 base rate.

(d) Effective May 1, 1990, 3% increase on the April 30, 1990 base rate.

(e) Effective May 1, 1991, 3% increase on the April 30, 1991 base rate.

16.02 Appendices will be revised to reflect the new rate as provided in Article 16.01 of the 1986 Collective Agreement.

16.03 A probationary employee hired into a job classification in Appendix II will be paid a rate equal to 85% of the job rate. Subject to the completion of his probationary period, he will receive the maximum rate for the job after six (6) months from date of hire. However, it is understood that time absent will extend this six (6) month period by the length of time absent. If the employee is transferred pursuant to Article 11, the applicable percentage will apply to the new job rate to which he is transferred.

## **Article 17**

### **Cost-of-Living-Allowance**

17.01 During the term of this Agreement, automatic wage adjustments shall be made upward and downward based upon changes in the official Consumer Price Index published by Statistics Canada (1971 = 100) and hereinafter referred to as the Consumer Price Index.

17.02 Commencing the first shift of the first day beginning on or after May 1, 1989 the Cost-of-Living Allowance shall be zero cents per hour.

17.03 Further cost-of-living adjustments will be made commencing the first shift of the first day after the effective date indicated in the following schedule and shall be one cent per hour for each .3 increase in the official Consumer Price Index.

#### **Effective date of Adjustment**

June 1, 1989 ✓  
September 1, 1989  
December 1, 1989  
March 1, 1990  
June 1, 1990  
September 1, 1990  
December 1, 1990  
March 1, 1991  
June 1, 1991  
September 1, 1991  
December 1, 1991  
March 1, 1992

#### **Based on Consumer Price Index Change Between the Months of:**

January, 1989 and April, 1989  
April, 1989 and July, 1989  
July, 1989 and October, 1989  
October, 1989 and January, 1990  
January, 1990 and April, 1990  
April, 1990 and July, 1990  
July, 1990 and October, 1990  
October, 1990 and January, 1991  
January, 1991 and April, 1991  
April, 1991 and July, 1991  
**July, 1991 and October, 1991**  
October, 1991 and January, 1992

17.04 In the event that Statistics Canada does not issue the appropriate Consumer Price Index on or before the beginning of one of the payout periods referred to in 17.03 above, any adjustments in the Cost-of-Living Allowance, required by such appropriate Index shall be retroactive to the date it should have been paid.

17.05 Adjustments, retroactive or otherwise, shall be made in the amount of the Cost-of-Living allowance due to any revision which may later be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined.

17.06 The continuance of the Cost-of-Living Allowance shall be contingent upon the availability of the official monthly Statistics Canada Consumer Price Index in the present form and calculated on the same basis as the Index published in May, 1989 unless otherwise agreed upon by the parties.

17.07 The Cost-of-Living Allowance provided for herein shall be paid to each employee for each hour worked. The amount of any Cost-of-Living Allowance in effect at the time shall be included in computing holiday payments, call-in pay, call-back pay, reporting time pay, jury duty pay and bereavement pay. In the case of vacation pay, the Cost-of-Living Allowance in effect on June 30 of the vacation year shall be used in computing vacation pay.

## **Article 18**

### **Standards**

18.01 The Company and the Association recognize that job security and opportunity depend upon constantly improving product quality, and constantly lowering production costs through time-saving methods and equipment. To this end, the parties agree that labour standards will be established fairly and equitably, and in accordance with the principles of a full day's pay for a full day's work without injury to the health or safety of employees.

18.02 Standards now in effect, or subsequently placed in effect, shall not be changed except when justified by changes in tools, grinding wheels, machine feeds and speeds, materials and material handling methods and equipment, product design and stock removal, sequence of operational elements and operations directly affecting other operations. The Company will notify the President of the Association and the affected representatives of its intent to re-study jobs that may require standard changes as a result of the conditions outlined in this Article.

18.03 The Company agrees that it will establish all standards having due regard for the pace that a man can steadily maintain. The Company further agrees that it will provide in the time standards, an adequate allowance for personal time with due regard for the conditions associated with a particular operation.

18.04 The Association also agrees that new production standards will be given a proper and fair trial by regular operators working at the job. In the event that for proper cause, a labour standard becomes a matter of contention and unacceptable to the affected employee, it may become the subject of a grievance. If there is a dispute in such a grievance the onus is on the Company to justify the change in the standard to the arbitrator or the arbitration board.

18.05 In the event that a new job is introduced which by virtue of its content cannot be placed into an existing classification, or when the content of an existing job is changed to the extent that it no longer falls within an existing classification, the Company will establish a new classification and a rate covering the job in question, and will designate it as temporary. The Company will notify the Association in writing of the new classification and rate. The new classification and rate shall be considered as temporary for a period of thirty (30) calendar days following the date of notification to the Association and during this period (but not thereafter) the Association may give the Company written notice of its desire to negotiate the rate of the new classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of

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the establishment of the temporary classification and rate, unless otherwise agreed upon between the Company and the Association. If no request is made by the Association to negotiate the rate within the thirty (30) day period, *or* if no grievance is instituted concerning the new classification and rate within sixty (60) calendar days of the date of written notification to the Association, or in the event that the Company and the Association agree upon a rate for the new classification, as the case may be, the new classification and rate shall become part of this Agreement.

## Article 19

### Paid Holidays

19.01 The following days are recognized as paid holidays for all employees:

#### Holiday Schedule

##### First Year

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| 1. Friday, May 19, 1989         | Floater                           |
| 2. Monday, May 22, 1989         | Victoria Day                      |
| 3. Friday, June 30, 1989        | Civic Holiday (moved from Aug. 7) |
| 4. Monday, July 3, 1989         | Canada Day                        |
| 5. Monday, September 4, 1989    | Labour Day                        |
| 6. Monday, October 9, 1989      | Thanksgiving                      |
| 7. Monday, December 25, 1989    | Christmas Day                     |
| 8. Tuesday, December 26, 1989   | Boxing Day                        |
| 9. Wednesday, December 27, 1989 | Floater                           |
| 10. Thursday, December 28, 1989 | Floater                           |
| 11. Friday, December 29, 1989   | Floater                           |
| 12. Monday, January 1, 1990     | New Year's Day                    |
| 13. Friday, April 13, 1990      | Good Friday                       |

#### Holiday Schedule

##### Second Year

- |                              |                                   |
|------------------------------|-----------------------------------|
| 1. Friday, May 17, 1990      | Floater                           |
| 2. Monday, May 20, 1990      | Victoria Day                      |
| 3. Friday, June 29, 1990     | Civic Holiday (moved from Aug. 6) |
| 4. Monday, July 2, 1990      | Canada Day                        |
| 5. Monday, September 2, 1990 | Labour Day                        |



6. Monday, October 8, 1990	Thanksgiving
7. Monday, December 24, 1990	Floater
8. Tuesday, December 25, 1990	Christmas Day
9. Wednesday, December 26, 1990	Boxing Day
10. Thursday, December 27, 1990	Floater
11. Friday, December 28, 1990	Floater
12. Monday, December 31, 1990	Floater
13. Tuesday, January 1, 1991	New Year's Day
14. Friday, March 29, 1991	Good Friday

**Holiday Schedule**  
**Third Year**

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1. Friday, May 15, 1991	Floater
2. Monday, May 18, 1991	Victoria Day
3. Friday, June 28, 1991	Civic Holiday (moved from Aug. 5)
4. Monday, July 1, 1991	Canada Day
5. Monday, September 7, 1991	Labour Day
6. Monday, October 14, 1991	Thanksgiving
7. Tuesday, December 24, 1991	Floater
8. Wednesday, December 25, 1991	Christmas Day
9. Thursday, December 26, 1991	Boxing Day
10. Friday, December 27, 1991	Floater
11. Monday, December 30, 1991	Floater
12. Tuesday, December 31, 1991	Floater
13. Wednesday, January 1, 1992	New Year's Day
14. Friday, April 17, 1992	Good Friday

**Paid Personal Holidays (P.P.H.)**

19.02 Employees with one year seniority or more will be entitled to individually scheduled P.P.H.'s on the following basis:

(a) First year of the Agreement, two (2) P.P.H.'s to be scheduled between May 1, 1989 and April 30, 1990.

(b) Second year of the Agreement, one (1) P.P.H. to be scheduled between May 1, 1990 and April 30, 1991.

(c) Third year of agreement one (1) P.P.H. to be scheduled between May 1, 1991 and April 30, 1992.

(d) An employee may apply for and receive pay in lieu of P.P.H.'s.

19.03 When one of the above-mentioned holidays in Article 19.01 (a) falls within the vacation period, the holiday will be observed on the first Monday immediately following the vacation period.

19.04 To be eligible to receive holiday pay, an employee must have worked on the last scheduled work day prior to the holiday and the first scheduled work day after the holiday unless such absence is due to one of the following reasons:

- (a) To attend the funeral of a member of an employee's immediate family.
- (b) Due to a birth in the employee's immediate family.
- (c) Due to special circumstances which must receive approval of the Production Coordinator and the Human Relations Supervisor.

19.05 At the time a holiday occurs, any employee who is absent and in receipt of Weekly Sick Benefits or Workers' Compensation, shall receive the difference in pay between that which he receives as a Weekly Sick Benefit or Compensation, and that to which he would normally have been entitled for the holiday, had he actually been at work.

19.06 An employee eligible to receive holiday pay shall receive eight (8) hours' pay at his regular job rate including Cost-of-Living Allowance.

19.07 Eligible employees who work in the week prior to December 1 and are laid off in a reduction in work force after that date shall, if otherwise eligible, receive pay for each of the holidays in the Christmas holiday period, providing such employees worked the last scheduled work day prior to such layoff.

## Article 20

### Vacations

20.01 The Company endorses the principle of annual vacations providing opportunity for the healthful rest and recreation of all employees.

20.02 It is the policy of the Company that as many employees as possible take their vacation during the regular vacation period.

20.03 As early as possible each year, the Company, after discussion with the Association, shall determine the vacation period for that year.

20.04 In the event that special circumstances require that employees work during the vacation period, the affected employee shall be permitted an alternate vacation period which may not be changed unless mutually agreed to by the employee and the Production Coordinator.

20.05 A vacation may be postponed or rescheduled for a later date in case of illness or other disability occurring prior to or extending into the scheduled date, providing it does not affect the operations of that department.

20.06 A vacation may not be waived by an employee and extra pay received for work during the period except as provided in Article 20.10.

20.07 Vacations may not be postponed from one year to another and made cumulative.

20.08 Employees entitled to more vacation than the scheduled vacation period will have their additional vacation scheduled before November 1.

#### Vacation Year

20.09 The period from July 1 to June 30 will be the basis for determining service for vacation purposes.

## Vacation Pay

20.10 (a) Employees with one year's service or more, who worked a minimum of 1,000 hours during the period July 1 to June 30 will be entitled to a paid vacation. The basis for computing vacation pay will be the employee's regular straight time hourly rate (averaged over the period from July 1 to June 30 of the vacation year), multiplied by the hours for years of service, as outlined below:

Effective May 1, 1989 the following schedule shall apply:

Yrs. of Service as of July 1st of the Vacation Year	Length of Vacation	Basis for Vacation Pay
6 mo. but less than 1 yr.	1 week	40 hours <sup>54</sup>
1 yr. but less than 3 yrs.	2 weeks	98 hours <sup>01-02</sup>
3 yrs. but less than 5 yrs.	2 weeks	118 hours
5 yrs. but less than 10 yrs.	3 weeks	148 hours <sup>x ?</sup>
*10 yrs. but less than 15 yrs.	3 weeks	168 hours
*15 yrs. but less than 20 yrs.	4 weeks	200 hours <sup>15-04</sup>
*20 yrs. but less than 25 yrs.	4 weeks	208 hours
*25 yrs. and over	5 weeks	248 hours <sup>50</sup>

(b) (1) Employees may elect to work all time in excess of two (2) weeks rather than taking time off. In the event that an employee so elects, he shall receive only the amount of vacation pay to which he would otherwise be entitled and in addition pay for time so worked. However, it is agreed that the Company does not guarantee to provide work for such employees and the Company is not obligated to permit an employee to work in accordance with his election unless work is available for the employee and the employee is qualified to perform such work. Employees exercising this election must communicate their preference to the Company no later than the time of the announcement of the annual vacation period by making application to the Human Relations department. <sup>50</sup>

(b) (2) All employees must take at least two (2) weeks of their vacation time, providing they are entitled as per 20.10

(c) Employees whose vacation entitlement is marked by an asterisk (\*) on the schedule provided in Article 20.10 (a) above may elect to take an additional week of time off. Employees exercising this election must communicate their preference to the Company no later than the time of the announcement of the annual vacation period by making application to the Production Coordinator.

20.11 An employee with less than one year's service, provided he has worked the minimum hours required, will be paid on the basis of forty (40) hours, multiplied by his average straight time hourly rate.

20.12 The term "minimum hours" whenever used in this section shall mean a total of 1,000 hours worked during the vacation year.

20.13 For the purpose only of calculating "minimum hours" worked, hours paid for holidays not worked shall be considered as hours worked.

20.14 Where an employee has failed to work the minimum hours of a vacation year, he shall be entitled to the vacation pay for that year to which he would have been entitled if he had worked the minimum hours for that year, reduced by 5% for each eight (80) hours (or fraction thereof) by which he has failed to work the minimum hours for that year. For any employee who is discharged for just cause, the calculation for vacation purposes shall be 5% for every 50 hours which he has failed to work the minimum hours for that vacation year.

20.15 All time lost during the vacation year by a regular employee due to an occupational injury sustained during the course of his regular employment with the Company, and any time lost while in receipt of Weekly Sick Benefits, shall be credited as time worked for vacation pay calculation.

20.16 Employees who take vacation prior to the scheduled vacation period shall have the option of receiving their vacation pay (or a portion of it, if they so elect), the balance to be paid on the last pay before the vacation period.

20.17 Employees who take vacation during the vacation period, or after, shall receive their full vacation pay on the last pay prior to the vacation period. (In no case will full vacation pay be payable any later than the first day of August each year).

20.18 Notwithstanding any other provisions of this section, no employee shall receive less vacation time nor less vacation pay than that to which he would be entitled under The Employment Standards Act.

20.19 (a) When fewer than the regular number of employees in the job classification in a department or assigned area are required to work during the vacation period, employees having the greatest amount of seniority may indicate their preference as to whether they wish to work or to take a vacation. If the job is still open it will be filled by the senior employees in the department who are qualified. If the job still remains open, it will be offered to the senior employees plant-wide as long as they are qualified to do the work.

(b) When jobs are available for the vacation period and regular employees normally performing the work are not available and senior qualified employees in the department are not available, or for job openings which no regular employee normally performs, employees wishing to work during the vacation period may indicate their desire to do so to the Human Relations department on a form supplied by the Company. Such applications must be received not later than one week prior to the beginning of the announced plant shutdown. Employees will be selected on a seniority basis provided they are qualified to perform the available work. It is agreed that the Company does not guarantee to provide work for such employees and is not obligated to permit an employee to work unless work is available.

(c) In the event a regular employee does not have vacation entitlement or has exhausted his vacation entitlement prior to the annual vacation shutdown period, upon application he will be given preference to work the vacation shutdown period ahead of temporary employees, subject to the

provisions outlined in Articles 20.19 (a) and (b) and providing he is qualified to do the work available.

### **Termination of Service**

20.20 Any person whose employment terminates during the vacation year shall be paid vacation pay up to the date of termination, in accordance with his length of service, as outlined in this Article.

## **Article 21**

### **Safety and Health**

21.01 (a) The Company and the Association will cooperate to the fullest possible extent towards the prevention of accidents and the promotion of safety and health of the employees.

(b) Employees will comply with all safety rules established by the Company from time to time, and the Association will cooperate fully in the enforcement of safety measures, good housekeeping and in the use of safety equipment supplied by the Company.

(c) Any employee who is disabled as a result of an industrial accident shall be paid for the balance of the day or shift on which he is injured.

(d) All employees will be provided with safety shoes. The Company will pay up to \$60.00 on the basis of one pair per year.

## **Article 22**

### **Rules of the Company**

22.01 Management has the full right to make reasonable rules as circumstances indicate, and to discharge employees for proper cause. The Association may process any claim of wrongful discharge through the Grievance Procedure. Rather than resort to a formal list of "Thou Shall Nots" the Company will apply the common sense test of good citizenship to the commission of any act advanced as a reason for discharge or other disciplinary action.

22.02 For example, reporting for work under the influence of alcohol, or the use of alcohol, or gambling on Company property, fighting on Company property, theft of, or malicious damage to the property of the Company or of another employee, interfering with production, unreliability, repeated failure to observe regulations and similar conduct, are not acts of good citizenship, and the parties agree, will not be tolerated.

## Article 23

### Long Service Bonus

23.01 For the period of this Agreement, the Company will continue payment of a Long Service Bonus which it voluntarily granted many years ago. The bonus is payable to employees who have completed twenty-five (25) years of service. This bonus shall hereafter be determined by adding the employee's total earnings during his last five (5) full calendar years of employment (after excluding calendar years in which the employee suffered loss of earnings due to illness, layoff, etc.) immediately prior to completion of the qualifying number of years, and dividing the total by five (5) and the resulting figure by four (4). Such bonus shall not exceed \$1,500.

23.02 Should an otherwise eligible employee resign from the Company, retire, be discharged, die, or for any reason terminate his employment with the Company during the term of this Agreement with at least twenty (20) years of Company service, but prior to receipt by him of his Long Service Bonus, he shall be paid a portion of such bonus as follows:

<b>Number of Years of Company Service</b>	<b>Percentage of Full Bonus Payable</b>
20	80%
21	84%
22	88%
23	92%
24	96%
25	100%



23.03 The calculations of the total amount of the full bonus before applying the appropriate percentage shall be made as described in paragraph 23.01, except that his total earnings for the five (5) calendar years immediately prior to his termination shall be used as the basis of the calculation.

23.04 In the event of the subsequent re-employment of a person to whom a payment has been made pursuant to paragraph 23.02, any subsequent payment made to him under this Article and any subsequent Long Service Bonus payable to him shall be reduced by the amount of such payment.

23.05 In the case of death, payment shall be made to the duly appointed legal representative of the employee if there is one, and if not to the spouse, parents, children, or other relatives or dependents of such employee as the Company in its sole discretion may determine.

23.06 This Article shall not apply to any employee who has received a Long Service Bonus. The obligations of the Company under this Article shall be subject to any terms or conditions as may be directed by governmental authority.

## **Article 24**

### **Pension Plan**

24.01 The Pension Plan will form part of this Agreement.

## **Article 25**

### **Supplemental Unemployment Insurance Plan and Guaranteed Benefit Account Plan**

25.01 The S.U.B. Plan and G.B.A. Plan will form part of this Agreement.

## **Article 26**

### **Group Insurance**

26.01 (a) Following the completion of the probationary period, the Company will pay premium costs for eligible regular employees and their eligible dependents for the following:

- 704  
100 (1) Weekly Sick Benefit Plan
- 700  
400 (2) Extended Disability Plan (\$1,300/mth. maximum 104 weeks)
- 700  
100 (3) Ontario Health Insurance Plan 75  
9991300
- 100 (4) Dental Plan (Equivalent to Blue Cross No. 9, Current ODA) 75  
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- 700 (5) Semi-Private Hospital
- 100 (6) Extended Health Plan 769  
100  
700gh  
100
  - Drug Plan 35 cents deductible
  - Vision Care (Basic) \$120.00 every 24 months
  - Hearing Aid (Basic) \$400.00 Lifetime
  - Out of Province - Emergency Care
- 701 (7) Supplementary Health Care - \$100.00 annual deductible  
\$100,000.00 lifetime maximum

26.01 (b) Commencing May 1, 1989 the Company will pay for Doctor's forms up to a maximum of \$10.00 when a receipt is tendered to the Company when such forms are required for the purposes of claiming for Weekly Indemnity Benefit, Extended Disability Benefit and Disability Pension.

700  
999  
7.  
700  
26.02 Life insurance, which includes Accidental Death and Dismemberment, is provided for eligible regular employees following completion of the probationary period. The Company will provide fifteen thousand dollars (\$15,000.00) coverage at no cost to the employee. Employees may purchase additional coverage up to a maximum of \$25,000.00 and employee. Optional life insurance is to be purchased in five thousand (\$5,000.00) dollar increments.

26.03 (a) The Weekly Sick Benefit Plan referred to in Article 26.01 covering all regular employees will be increased in accordance with an earnings schedule to 66-2/3% of a straight time hourly rate, including cost-of-living but excluding shift premium or other premiums.

Effective May 1, 1989	Maximum of \$390.00 per week
Effective May 1, 1990	Maximum of \$410.00 per week
Effective May 1, 1991	Maximum of \$430.00 per week

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(b) Waiting Period	
Illness	Three (3) calendar days
Accident	No waiting period
Admitted to Hospital	No waiting period
Exploratory Procedure	No waiting period

(c) Duration of Weekly Benefit	
Length of Service	Duration of Benefits
3 mos. but less than 1 yr.	15 weeks
1 yr. but less than 8 yrs.	26 weeks
8 yrs. and over	52 weeks

(d) Return to Work Following Illness

If an employee returns to work after having received Weekly Sick Benefits for less than the maximum period for which he is eligible and is again absent within three (3) months from the date of his return to work for the same disability or one related to it, there is no waiting period before commencing to receive benefits for the remainder of the maximum period. However, if he is later disabled due to entirely different or unrelated causes and on condition he has worked at least one (1) full day he will be eligible for a new claim.

(e) Employees applying for or waiting for W.C.B. benefits will receive payment from the Company on a weekly basis, an amount equal to that to which he would receive on weekly sick pay or L.T.D. This money will be paid for a maximum period of six (6) months. Upon receipt of any W.C.B. benefits the employee will reimburse the Company to the extent that he may receive an amount in excess of the maximum amount he is entitled to under the Workers' Compensation Act for the period of his temporary disability. Medical certification of employee disability will be required.

(f) it is understood that if any increase in the Weekly Sick Benefit plan occurs because of a negotiated wage increase or by length of service, that eligible employees shall be entitled to any higher level of weekly benefit.

(g) An employee requested by the Company to submit to an assessment by a doctor or by an approved facility, will be reimbursed by the Company, for any expenses which he may incur (such as travel expenses, parking fees, loss of wages, etc.).

### **Retirees**

26.04 During the life of the retired employee and their eligible dependents, the Company will provide the following:

- (a) O.H.I.P. coverage for all retired employees under the age of 65.
- (b) Semi-Private hospital accommodation.
- (c) Extended Health Care
  - Prescription Drug Plan, 35 cents deductible
  - Vision Care (Basic) \$120.00 every 24 months
  - Nursing Home Care Plan - extended care service
  - Hearing Care Plan (Basic) - \$400.00 lifetime
  - Out-of-Province - Emergency Care
- (d) Dental Plan - as currently in force (Current ODA)
- (e) Supplementary Health Care - \$100.00 annual deductible and \$100,000.00 lifetime maximum.

### **Group Insurance Coverage While on Layoff**

26.05 In the event of a layoff (with the exception of a thirty-six (36) month layoff) of a regular employee with less than fifteen (15) years' seniority, group insurance premiums for benefits, exclusive of Weekly Indemnity, shall be paid for by the Company for the first two (2) months of layoff. Employees may arrange through the Human Relations department for a further four (4) months' coverage employee paid.

26.06 In the event of a layoff (with the exception of a thirty-six (36) month layoff) of a regular employee with fifteen (15) years' seniority or more, group insurance premiums for benefits referred to in Article 26.05, shall be paid for by the Company for the first two (2) months of layoff. These benefits shall be paid for a further four (4) months from the G.B.A. fund. Employees may arrange through the Human

Relations department **for** a further four (4) months' coverage employee paid. If the G.B.A. fund is under 4%, the provisions of 26.05 will apply to this class of employees.

### **Industrial Accident**

26.07 **A** regular employee receiving Workers' Compensation as a result of an industrial accident sustained while at work at Thompson Products, and who **is** subsequently laid off, will continue to receive fully paid group insurance coverage, excluding the weekly indemnity, **for** himself and dependents during his period of disability.

## **Article 27**

### **Administration - Group Insurance**

27.01 All expenses incurred by the Company to carry out the Plans outlined in Article 26 shall be borne by the Company, and the Company shall determine all administrative procedures which may be required to carry out said Plans. The Company has the sole right to select the carriers. It may consolidate insurances with one or more carriers of its selection or change any carrier at any time. The Company will not introduce any amendments which might decrease the benefits payable under such Plans unless such action is by mutual agreement between the Company and the Association.

## **Article 28**

### **Apprenticeship**

Qualifications **of** an Apprentice

28.01 (a) An apprentice shall be a person, eighteen (18) years of age or over, apprenticed under agreement with the Company being registered with the Apprenticeship Branch of the Ontario Department **of** Labour.

(b) (1) A four (4) year apprentice shall have education to Grade 12 or equivalent (related training or extension courses). In measuring Grade 12 equivalency, employees with Grade 10 or better will be given an opportunity to write the apprenticeship test.

(2) A two (2) year apprentice shall have education to Grade 10 or equivalent related training or extension courses and **will** be given an opportunity to write the apprenticeship test.

(c) **An** apprentice shall be physically fit and show interest, **skill** and aptitude for the trade.

### Apprenticeship Term

28.02 (a) The apprenticeship term shall be the hours as prescribed for the trade by the Apprenticeship Branch of Ontario Department of Labour, which shall include a probationary period of three (3) months.

(b) Credit in hours may be granted at the discretion of the Apprenticeship Committee, to applicants with previous training or experience, subject to the review and approval of the Apprenticeship Branch of the Department of Labour of Ontario.

(c) The final period of the apprenticeship term may be extended at the same rate of pay until the prescribed training is completed, in a manner satisfactory to the Company and the Apprenticeship Branch of the Department of Labour.

(d) Where an apprentice is required by government regulations to pass **final** examinations in order to qualify as a journeyman, and where, on failing such examinations, he will no longer be permitted registration as an apprentice by the Apprenticeship Branch of the Ontario Department of Labour.

(e) In the above case, the employee will be retained in a job in the bargaining unit to which his seniority entitles him.

(f) Beginning May 1, 1971, for any new hire or transfer into any of the apprenticeship classifications, when an apprentice completes his apprenticeship, his departmental seniority will commence from the date he started his apprenticeship. He will retain his plant seniority for all other purposes.

## **Apprenticeship Training**

28.03 Apprentices shall be trained in accordance with the prepared schedules of training in shop work and related subjects as approved by the Apprenticeship Branch of the Ontario Department of Labour.

## **Apprenticeship Contract**

28.04 Every apprentice shall enter into a written agreement with the Company to serve the apprenticeship term. The contract shall be signed by the Company, the apprentice, and shall be transferable to another employer only by mutual consent of all parties thereto. The contract shall be registered with the Apprenticeship Branch of the Ontario Department of Labour and shall form part of these standards. (Subject to any changes made by the Ontario Branch of the Department of Labour).

## **Apprenticeship Wages**

28.05 (a) The starting rate for all apprentices will be 60% of the top rate for the trade. A **four** (4) year apprentice will receive sixteen (**16**) equal quarterly increases until he reaches the top rate of the trade. A two (2) year apprentice will receive eight (**8**) equal quarterly increases until he reaches the top rate of the trade.

(b) For the purpose of calculating vacation pay, the apprentice shall receive the average pay of the hours he normally would have worked in his previous job in Schedule II or the average rate he received in his apprenticeship, whichever is greater.

## **Apprenticeship Training in Related Subjects**

28.06 Apprentices shall regularly attend evening classes in subjects related to the trade. They shall also be required to attend mandatory training courses which may subsequently be provided for their study of the trade as prescribed by the Apprenticeship Branch of the Ontario Department of Labour. Time spent by an apprentice in mandatory classroom instruction will be paid for by the Company at his

regular straight time hourly rate for all time lost from his regular work schedule as a result of such mandatory classroom instruction.

### **Supervision of Apprentices**

28.07 A Company Committee conversant with the schedules of training and work progress shall be appointed to supervise and regulate the training and progress of each apprentice and to provide periodic reports thereon.

### **Certificate of Apprenticeship**

28.08 A certificate of apprenticeship shall be made on a form supplied by the Director of Apprenticeship for the Ontario Department of Labour. On the satisfactory completion of the prescribed apprenticeship periods and the passing of all final examinations as may be required, a diploma will be issued by the Department of Labour.

### **Continuity of Employment**

28.09 (a) When conditions of business do not permit continuity of employment, the Company may shorten hours or temporarily suspend an apprentice after notice has been given to the Director of Apprenticeship.

1. Any seniority accumulated by an employee after he enters into his apprenticeship shall not be recognized until he has successfully completed his apprenticeship program.

2. **For** the purpose of service related benefits, the seniority of the apprentice shall be deemed to be from his last date of hire.

(b) If the apprentice fails to make satisfactory progress at learning **his** trade, after reasonable warning, this may result **in** his apprenticeship being terminated.

(c) The number of apprentices employed shall be governed by the number of tradesmen. The ratio shall be determined by the Apprenticeship Committee, depending on the trade under consideration.



(d) An apprentice in learning his trade shall complete a minimum of the hours prescribed for the trade. The Company will keep a record of time spent on all phases of the Apprenticeship Program.

(e) Each apprentice classification in the Apprenticeship Program shall be a separate non-interchangeable occupational group.

### **Apprenticeship Committee**

28.10 An Apprenticeship Committee comprising equal representation of Management and Association shall be appointed. The Committee will hear and adjust all matters regarding apprentice agreements, make recommendations on disciplinary action where necessary, give reports from time to time, and technical advice on the training program. There will be monthly visits to apprentices on the job with Supervisor and Committeeman.

### **Hours of Work**

28.11 An apprentice shall be required to work shift work. Overtime worked by an apprentice shall not reduce the period of apprenticeship.

28.12 An apprentice may be temporarily suspended or his apprenticeship contract cancelled for just cause. Notification of such action shall be forwarded to the Director of the Apprenticeship Branch of the Department of Labour.

### **Related Training and Tool Allowance**

28.13 (a) When an apprentice has successfully completed a course in related training that the Company insists upon, he will be reimbursed 100% of the tuition fee, and 75% of all other courses he takes, successfully completes, and are approved in advance by the Company.

(b) In the event that the apprentice is on shift work, he will be allowed time off to attend his mandatory related course.

(c) The Company will be required to pay \$400.00 at the completion of half the apprenticeship term, and an additional



\$400.00 at the successful completion of the apprenticeship program for the purchase of tools.

28.14 Wages paid apprentices when at school will be mutually agreed on by the Company and the T.P.E.A. Apprenticeship Committee.

28.15 The trades of Tool and Cutter Grinder and Tool Hardener will be recognized by the Company as two (2) year apprenticeship programs. The tool allowance for these trades will be \$300.00 and will be paid in accordance with Article 28.13.

## Article 29

### Other Agreements

29.01 Production operators may be assisted by set-up men wherever necessary.

29.02 Except in cases of an extreme emergency nature, no Company employees outside the bargaining unit shall perform work normally performed by employees in the bargaining unit.

29.03 The Company agrees to pay 100% of the cost to supply coveralls to all employees.

## Article 30

### Duration of Agreement

30.01(a) ~~This Agreement shall be for a period of three (3) years commencing on the 1st day of May, 1989 and ending on the 30th day of April, 1992 and thereafter from year to year unless either party gives notice in writing to the other party within a period of ninety (90) days before the expiry date thereof of that intention to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation or the making of a new Agreement.~~

(b) ~~The~~ notice of amendment shall contain, as far as possible, a list of all changes proposed.

(c) In the event of notice being given, negotiations with the view to arranging a new Agreement shall begin within fifteen (15) days.

### **Article 31**

#### **Early Retirement Option**

30.01 In the event that the Company gives the Association a notice of plant closure, any employee who is within early retirement age will be allowed to retire before the final plant closing date, subject to applicable legislation.

IN WITNESS WHEREOF the parties have signed this Agreement at St. Catharines, Ontario, this 1st day of May, 1989.

THOMPSON PRODUCTS

R.F. Anderson  
J.P. Normandeau  
P.A. Paget

THOMPSON PRODUCTS  
EMPLOYEES ASSOCIATION

T. Cleland  
R. Citrigno  
G. Custers  
J. Romeo  
B. Benard  
T. Bye  
E. Fabian  
T. Hallworth  
D. Middleton  
W. Murland  
C. Owens  
D. Sabo  
E. Toews

**APPENDIX I**  
**Schedule of Job Classifications and Job Rates for**  
**Schedule I**

**Skilled Trades**

Job Classification	Group No.	Rate/Effective		
		May 1/89	May 1/90	May 1/91
Master Maker	(7) X	19.809	20.403	21.015
Mould & Die Maker	(6)	19.026	19.597	20.185
Toolmaker	(5)	18.881	19.447	20.030
Machine Repair				
Maintenance Machinist				
Tool Hardener				
X Electrician				
Tool and Die Welder				
Precision Inspector				
Plumber/Pipefitter*				
Maintenance Welder	(4)	18.733	19.295	19.874
Stationary Engineer				
Carpenter/Bricklayer				
Tool Cutter				
Grinder	(3)	18.641	19.200	19.776
Maintenance Painter	(0)	18.221	18.768	19.331

**APPENDIX II**  
**Schedule of Job Classifications and**  
**Job Rates for Schedule II**

**Unskilled**

Job Classification	Group No.	Rate/Effective		
		May 1/89	May 1/90	May 1/91
Precision Cold Form Technician	(16)	17.523	18.049	18.590
Tool Proveout/ Set Up Instructor	(15) <i>M</i>	17.058	17.570	18.097
Forge Technician	(14)	16.992	17.502	18.027
Forge Shop Crib & Die Repair Technician/Set-Up Instructor	(13)	16.601	17.099	17.612
Tocco Set-Up Inspector I Toolsetter				
Cold Form Technician Heat Treat Operator	(12)	16.526	17.022	17.533

<b>Work Centre</b>				
<b>Technician I</b>	(11)	16.454	16.948	17.456
<b>Inspector II</b>				
<b>Chief Gardener</b>				
<b>Lubrication</b>				
<b>Service</b>	(10)	16.375	16.866	17.372
<b>Production Press</b>				
<b>Operator</b>				
<b>Work Centre</b>	<b>(9)</b>			
<b>Technician II</b>		16.243	16.730	17.232
<b>Wheelabrator</b>				
<b>Turnblast</b>				
<b>Stockroom</b>				
<b>Attendant</b>	(8)	16.167	16.652	17.152
<b>Inspector III</b>				
<b>Material Handler</b>				
<b>Machine Tank</b>				
<b>Cleaner</b>	(6)	16.048	16.529	17.025
<b>Lift Truck Operator &amp;</b>				
<b>Stockhandler</b>				
<b>Car and Truck Driver</b>				
<b>General Labour</b>	(4)	15.929	16.407	16.899
<b>Office cleaner</b>				

## **Outline of Supplemental Unemployment Insurance Plan (S.U.B.) and the S.U.B. Guaranteed Benefit Account Plan (G.B.A.)**

Effective May 1, 1989, an employee will qualify and receive benefits from S.U.B. and G.B.A. under the following terms and conditions:

1. The employee must have sufficient credits to collect benefits.
2. The affected employee on a sixty (60) day layoff may collect S.U.B. providing he did not commence a sixty (60) day layoff within the previous period of one (1) year. On a subsequent sixty (60) day layoff he will not qualify for S.U.B.
3. S.U.B. will be paid on all indefinite layoffs.
4. Employees in Appendix I on a forced sixty (60) day layoff will be eligible for S.U.B. or G.B.A. However, this employee must be the junior employee forced out of his classification and department in Appendix I.
5. Benefit payment will be made on the following basis:
  - (a) No payment for the first week of layoff (U.I.C. waiting period).
  - (b) 40% of weekly straight time pay plus dependent benefits for the second week under the S.U.B. Plan - (U.I.C. waiting period).
  - (c) 80% of weekly straight time pay plus dependent benefits for the second week under the G.B.A. Plan - (U.I.C. waiting period).
  - (d) 80% of weekly straight time pay plus dependent benefits reduced by U.I.C. benefits received in the third and subsequent weeks of layoff.

(e) The employee who immediately qualifies for U.I.C. benefits will fall under (d) above.

6. Employees electing a thirty-six (36) month layoff will be ineligible for S.U.B. or G.B.A. benefits for the period of such layoff on or after May 1, 1989.

7. A Guaranteed Benefit Account (G.B.A.) will be established for employees with ten (10) or more years' seniority. Employees who fall in this category will receive 52 G.B.A. credit points as of May 1, 1989.

8. Employees with ten (10) or more years' seniority on a forced sixty (60) day layoff and not eligible for regular S.U.B. benefits will qualify for G.B.A. benefits.

9. Employees applying for S.U.B. or G.B.A. benefits must do so on a Company supplied form in the Human Relations department.

10. No S.U.B. or G.B.A. benefits will be paid when the funding level falls below 4% of the maximum funding level.

11. Credit units shall be credited at the rate of one-half (.50) point for each work week the employee receives compensation from the Company.

12. The number of credit units cancelled for each work week for which a S.U.B. or G.B.A. benefit is paid will be in accordance with S.U.B. or G.B.A. table listed below.

13. Upon obtaining ten (10) years' seniority an employee is credited with fifty-two (52) credit units in the G.B.A. Plan.



**S.U.B. Table**

If the status of the Trust Fund (as a percentage of the Maximum Funding Level) is:	Years of Seniority					
	<b>1</b> but less than 5	<b>5</b> but less than 10	<b>10</b> but less than 15	<b>15</b> but less than <b>20</b>	<b>20</b> but less than 25	<b>25</b> or <b>over</b>
85%	1.00	1.00	1.00	1.00	1.00	1.00
76 - 84.99%	1.11	1.00	1.00	1.00	1.00	1.00
67 - 75.99%	1.25	1.11	1.00	1.00	1.00	1.00
58 - 66.99%	1.43	1.25	1.11	1.00	1.00	1.00
49 - 57.99%	1.67	1.43	1.25	1.11	1.00	1.00
40 - 48.99%	2.00	1.67	1.43	1.25	1.11	1.00
31 - 39.99%	2.50	2.00	1.67	1.43	1.25	1.11
22 - 30.99%	3.33	2.50	2.00	1.67	1.43	1.25
13 - 21.99%	5.00	3.33	2.50	2.00	1.67	1.43
4 - 12.99%	10.00	5.00	3.33	2.50	2.00	1.67
Under 4%	No benefit payable					

G.B.A. Table

Credit Unit Cancellation Base (as percentage of the Maximum Funding Level)	Years of Seniority		
	10 but less than 20	20 but less than 25	25 or over
85% or over	1.00	1.00	1.00
76% but less than 85%	1.11	1.00	1.00
67% but less than 76%	1.25	1.11	1.00
58% but less than 67%	1.43	1.25	1.11
49% but less than 58%	1.67	1.43	1.25
40% but less than 49%	2.00	1.67	1.43
31% but less than 40%	2.50	2.00	1.67
22% but less than 31%	3.33	2.50	2.00
13% but less than 22%	5.00	3.33	2.50
% but less than 13%	10.00	5.00	3.33
Under 4%	No benefit payable		

It is understood that the Master Document of the Supplemental Unemployment Insurance Plan and the Guaranteed Benefit Account Plan shall be the governing documents in any question of interpretation.

## LETTERS OF INTENT AND STATEMENTS OF POLICY

**Mr. Thomas Cleland**, President  
Thompson Products Employees' Association  
**St. Catharines**, Ontario

Dear Tom:

The following letters were agreed to at the recent collective bargaining negotiations:

### LETTER #1 TRANSFER OF WORK

During recent collective bargaining negotiations between the Association and the Company, the Association expressed concern over the transfer of work out of the Company's plant in St. Catharines to new facilities or operations opened by the Company, or to other facilities or operations owned and operated by TRW Thompson Products, St. Catharines.

The Company is sincerely committed to providing maximum employment opportunities for its St. Catharines employees and as always will continue to strive toward this goal. The Company's policy has not changed with respect to this commitment.

In the event of any transfer of work out of the Company's St. Catharines Plant, the Company agrees to advise the Association promptly and to institute negotiations promptly for the purpose of consummating an agreement with respect to the move as it may affect employees within the bargaining unit.

In the event a transfer of work out of the Company's plant results in a layoff of Thompson Products St. Catharines employees, the Company will give preference over new hires at the plant to which work is transferred to the application of employees of the St. Catharines Plant. Employees applying for skilled trades must have the required licenses.

Other rights and privileges of affected employees will be determined by negotiations, except that question of representation, if any will be determined by appropriate Government authority.

**LETTER #2 ASSOCIATION REPRESENTATIVE TIME OFF THE JOB**

During recent collective bargaining negotiations between the Association and the Company, the question of the Company's practice with regard to time off the job by Association Representatives was discussed.

The Company indicated that its current practice with respect to Article 3 - Rights of the Association - with regard to time off the job by Association Representatives as specified in Article 3 of the Agreement will not change, so long as the Collective Agreement continues to operate.

**LETTER #3 TEMPORARY TRANSFERS**

During recent collective bargaining negotiations between the Association and the Company, a question arose in regard to Article 11 (Transfers) in the Collective Agreement.

Pursuant to the Association's request, the Company indicated that it was its intention with respect to the administration of temporary transfers that wherever practical the employee with the least seniority in the department on the shift will be transferred out of the department.

**LETTER #4 TERMS OF DISCIPLINE**

During recent collective bargaining negotiations between the Association and the Company, the question of Notices of Disciplinary Action was discussed as follows:

1. Any penalty warning or penalty suspension given to an employee shall be given in writing.
2. In any case where a period of one (1) year for absenteeism related reasons and six (6) months for other reasons has elapsed since an employee last received a penalty warning or a penalty suspension for three (3) working days or less, all

9.

previous penalty warnings and penalty suspension of three (3) working days or less will be removed from the employee's record and shall not be taken into consideration by the Company in deciding upon the appropriate disciplinary action with respect to subsequent incidents.

3. In any case where a period of two (2) years for absenteeism related reasons and twelve (12) months for other reasons has elapsed since an employee last received a penalty suspension for more than three (3) working days, all! previous penalty suspension for more than three (3) working days will be removed from the employee's record and shall not be taken into consideration by the Company in deciding upon appropriate disciplinary action with respect to subsequent incidents.

#### **LETTER #5 PENSION AND S.U.B. PLAN**

During recent collective bargaining negotiations, the Company indicated that it would not, without the agreement of the Association, amend, modify, suspend or terminate the Pension Plan or the Supplemental Unemployment Benefit Plan provided for in the Collective Agreement so as to deprive any employee of any benefits to which he is entitled in accordance with the provisions of the Plan Documents, so long as the Collective Agreement continues to operate. This undertaking shall not apply to any amendment, modification, suspension or termination required to ensure the continued registration of the Plan under the Income Tax Act or to fulfill any requirements specified by the Pension Commission for Ontario or the Unemployment Insurance Commission.

#### **LETTER #6 ARTICLE 6.1 DISABILITY PENSION**

During recent collective bargaining negotiations between the Association and the Company, the question arose concerning Article 6.1 of the Pension Plan Document.

The Company indicated that it was its intention to consider each case under Article 6.1 of the Pension Plan Document on its own merits.

**LETTER #7 S.U.B. AND G.B.A. - HEALTH AND MEDICAL INSURANCE PREMIUMS**

This is to confirm our mutual understanding that if in the event an employee on layoff and in receipt of S.U.B. or G.B.A. benefits returns to work for at least one (1) day during any given calendar month, group insurance premiums paid for on behalf of such employee(s) for that month from the S.U.B. and G.B.A. Trust Funds, in accordance with the terms of the S.U.B. and G.B.A. Plan Documents will be credited to the respective fund by the Company.

**LETTER #8 CONTRACTING OUT WORK**

It is the policy of the Company not to contract out work in Schedule I or II when it has the people, skill, equipment and facilities to do such work.

There may however, be times when the Company may feel obligated to contract certain work to outside contractors, and the Company will inform the Association President or his alternate accordingly beforehand. The Association can rest assured that the Company is basically interested in maximum employment for all our people.

2/1

**LETTER #9 BENEFIT COVERAGE FOR SPOUSES AND DEPENDENTS**

During recent collective bargaining negotiations the Company agreed to provide certain benefit coverage for the spouses and eligible dependents of deceased employees and retirees. The benefits to be provided to spouses and eligible dependents shall be as follows and shall only be provided so long as they are not otherwise covered for equivalent benefits and, further, providing that they meet the eligibility requirements of each plan:

1. O.H.I.P. - Surgical, Medical and Ward Hospital accommodation
2. Blue Cross Semi-Private Hospital accommodation
3. Blue Cross Drug Plan (35 cents deductible)
4. Vision Care Plan
5. \*Major Medical

6. Hearing Care Plan (basic)
  7. Dental Plan Blue Cross No. 9 (Current O.D.A. Schedule)
  8. Health Care Outside Ontario
- \* Nursing care portion of Major Medical for spouses of deceased employees and retirees who are retired or deceased on or after April 1, 1980.

The persons entitled to such benefits shall be only the spouses and eligible dependents of deceased employees and retirees at the time of their death. Further, such persons must satisfy the definitions of spouse and eligible dependents under the applicable plan (i.e., as defined in the Ontario Health Insurance Act and in the applicable group insurance contracts).

**LETTER #10 HEAT LEAVE PASSES**

During recent collective bargaining negotiations between the Company and the Association, the matter of heat leave passes was discussed.

The Company agrees to meet with the Association prior to June 1 of each year to discuss the procedures and criteria operating supervision will use relative to issuing heat leave passes.

**LETTER #11 EXCHANGE OF SHIFTS**

During the course of current collective bargaining, the matter of employees mutually agreeing to exchange shifts for straight time hours was discussed.

The Company will permit regular seniority employees to exchange shifts in their home department.

Employees exchanging shifts must be qualified and able to perform the job of the employee involved in their exchange without training.

Prior to employees mutually agreeing to change shifts, they must advise their Supervisor of their intention to do so and the name of the employee involved in the exchange.

### **LETTER #12 KEY JOB CLASSIFICATIONS**

During recent collective bargaining negotiations between the Association and the Company, the concept of "back-up" classifications for certain key jobs with special training requirements was discussed.

This is to confirm that we will establish a "back-up" for the following classifications:

- Tool Proveout and Set-Up Instructor (Forge Shops)
- Cold Form Set-Up Instructor
- Heat Treat Operator

The amount of training required will depend upon the related knowledge and aptitude that the successful candidate brings into the job.

When a regular job becomes available, the first employee accepted for a back-up job will automatically go to the job when the job opens up, regardless of seniority.

### **LETTER #13 JOINT COMMITTEE ON BUSINESS PROBLEMS**

During recent collective bargaining negotiations it was agreed that the Association and the Company will form a joint committee, that will meet to discuss problems that threaten existing business or stand in the way of Thompson Products attaining new business.

### **LETTER #14 SAFETY AND HEALTH TRAINING**

During recent collective bargaining negotiations between the Association and the Company, safety and health training was discussed.

During the term of this Agreement the Company will expand its Safety Program to provide safety education and training (through the use of films, safety hazard checklists, air



sampling and noise level sampling through an outside service or the purchase of our own equipment, etc.) concentrating on all **areas** where safety is a problem with the goal of **reducing** accidents and eliminating unsafe work practices and conditions in the workplace.

**LETTER #15 OPTIONAL LIFE INSURANCE**

During recent collective bargaining negotiations, the issue of optional employee paid life insurance was discussed and it was agreed that the Company would **mange through** a **carrier** (as soon after May 1, 1983 **as** possible) optional employee paid life insurance as follows:

Spouse **\$10,000**

Child \$ 4,000

**LETTER #16 PRODUCTIVITY IMPROVEMENTS**

During recent collective bargaining negotiations, the issue of productivity was discussed and it was agreed that, within the terms of the Agreement, the Company and the Association would work cooperatively toward productivity and efficiency improvements, to promote job security in the St. Catharines operation.

**LETTER #17 RETURN TO WORK FROM PREFERENTIAL LAYOFF**

**During** recent collective bargaining negotiations between the Association and the Company, the subject of preferential layoff **was** discussed.

It was agreed *that* if for any reason an employee on preferential layoff is disqualified from **receiving** Unemployment Insurance benefits, **he** shall be allowed to return to **work** pursuant to any articles in the Collective Labour Agreement and subject **m** his seniority.

Sincerely,

P.A. Paget

J.P. Normandeau