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Wages EFF.	98	01	15
TERM.	99	01	15
No. OF EMPLOYEES	180		
NOM. RE D'EMPLOYES	180		

Collective Agreement

Between

EATON YALE LTD.
ACTUATOR & SENSOR DIVISION

39 Burwell Road
St. Thomas, Ontario

and

UNITED STEELWORKERS OF AMERICA

through its

LOCAL 4990, ST. THOMAS, ONTARIO

FOR THE PERIOD OF

JANUARY 15, 1998 TO JANUARY 15, 1999

02015(06)

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RTICLE 1 - PREAMBLE

- 1.01 The Parties are agreed that the purpose of this Agreement is to promote the mutual interest of the Company and its employees.
- 1.02 This Agreement is designed to provide orderly collective bargaining relations between the Company and its employees represented by the Union, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages, and working conditions.
- 1.03 The Company and the Union agree that neither shall discriminate against any employee because of race, sex, age, religion, marital status, sexual orientation, or disability. Likewise, the Company and the Union agree that neither shall condone the harassment of any employee due to race, sex, age, religion, marital status, sexual orientation, or disability.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole Collective Bargaining Agent for all employees, save and except supervisors, foremen, and foreladies, persons above the rank of supervisor, foreman or forelady, guards, and the office staff, at the St. Thomas plants of 39 Burwell Road and Harwill Road.
- 2.02 The Company will furnish a copy of this Agreement to all present and future employees within ten (10) days of first hiring or upon any employee reasonably requesting the same.
- 2.03 The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in paragraph 2.01.
- 2.04 Supervisors and salaried employees will not perform work normally performed by members of the bargaining unit except in emergencies or for the purposes of instructing or experimenting. Because of the small size of the department, these restrictions do not apply to work performed in the **Skilled**

Trades area, except that the supervisors of these areas will not work overtime unless employees in these areas have been given the opportunity to work.

ARTICLE 3 - DUES COLLECTION

- 3.01 All employees who are covered by the terms of this Agreement shall, as a condition of continued employment, pay monthly Union dues, or the equivalent of monthly Union dues as established by the Union. The Company agrees to deduct each month the sum equivalent to monthly Union dues for all employees of the Bargaining Unit, and to remit same to P.O. Box 13083, Station "A", Toronto, Ontario, M5 W 1V7. A supporting list of employees from whom deductions were made will be remitted to the Financial Secretary of the Union not later than thirty (30) days after the deduction. The Union agrees to save the Company harmless from any action which may be instituted by any employee affected by the terms of this article and which arise from the check-off of monthly dues.
- 3.02 Notwithstanding anything herein contained, no employee shall be required as a condition of employment to be a member of the Union. Any employee shall be entitled to be a member of the Union, if he so desires.

ARTICLE 4 - UNINTERRUPTED PRODUCTION

- 4.01 During the term of this Agreement or any extension thereof, the Company agrees that there will no lockout, and the Union agrees that there will no strikes or other collective action which will stop or interfere with production. It is the intention of the parties hereto that all disputes, controversies, and differences shall be settled through the grievance and arbitration procedure set forth hereinafter in this agreement.
- 4.02 The Union agrees that whenever there is an **unauthorized** strike, slow-down, or stoppage of work during the term of this Agreement or any extension thereof, the Union will immediately instruct its members to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

- 5.01 Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the regular and customary functions of Management, including the extension, limitations, curtailments, or cessation of operations.
- 5.02 The Union **recognizes** that it is the exclusive function of the Company to:
- (1) Hire, discharge, transfer, promote, demote, classify, or discipline employees, and to maintain discipline and efficiency within the **plant**, subject to the right of the employee or employees to lodge a grievance to the extent herein provided.
 - (2) To determine the products to be manufactured, schedules of production, the methods, processes, and the means of manufacturing, quality, and quantity standards.
- 5.03 The Company agrees that it will not exercise these rights in a manner inconsistent with this Collective Agreement.
- 5.04 The Company shall have the discretion to discipline or discharge of any probationary employee for any reason satisfactory to the Company provided that in doing so it does not act in bad faith and this shall constitute a lesser standard as pursuant to Article 43.1 (2) of the Ontario Labour Relations Act.

ARTICLE 6 - NEGOTIATION COMMITTEE AND GRIEVANCE COMMITTEE MEMBERS

- 6.01 The Company **recognizes** the following officers and committees of the Union.
- (a) Duly elected executive officers.
 - (b) Negotiating Committee of five (5) members to consist of a cross section representation of the plant.
 - (c) Grievance Committee of three (3) members.
 - (d) Grievance representation of twelve (12) members with seniority, with no more than two (2) coming from any one Service Department.

(e) The above mentioned Officers, Grievance Committee, Negotiating Committee, and Grievance Representation members shall be composed of employees of the company.

- 6.02 A member of one of the Committees or a Union Officer will not leave or otherwise interrupt his regular duties to attend to Union business without first obtaining the permission of his immediate supervisor. He shall also report to the supervisor of any department he thinks it is necessary to visit, stating his reasons for so doing and securing permission before entering. When resuming his regular duties, he shall report to his supervisor.
- 6.03 The Union agrees to supply the Company with the names of the members constituting its representatives above named, and will keep the list up-to-date at all times.
- 6.04 The Company will compensate Committee members for the time spent in negotiations with the Company in handling grievances of the employees and in attending meetings of the Grievance Committee at their regular rates of pay, not to exceed one (1) hour per day on a non-accumulative basis.
- 6.05 The company will compensate the Negotiating Committee at their regular rates of pay for necessary time spent during normal working hours in negotiations for the renewal of the Agreement with the Company.
- 6.06 It is understood that Sections 6.04 and 6.05 do not apply to time spent on such matters outside of normal working hours. It is further understood that the employees will limit the time necessary in handling grievances and in grievance meetings to that actually required, not to exceed one (1) hour per day.

ARTICLE 7 - ADJUSTMENT OF GRIEVANCES

- 7.01 The purpose of this section is to establish procedures for discussion, procedures and settlement as defined in Section 7.02 of this Article.

- 2 Grievances shall mean a complaint or claim of alleged unjust discipline or discharge, or involving any matter of interpretation or application of, or compliance with, the provisions of this Agreement. Nothing will be deemed a grievance until the cause for complaint has been verbally discussed by the employee with his supervisor with his grievance man present. Unless extended by a mutual agreement, a grievance by a worker must be filed within five (5) working days of the worker's knowledge of the alleged occurrence.
- 7.03 STEP 1. The grieving employee shall present his written grievance, signed by the **grievor**, the Grievance Representative, and the Union President to the Supervisor personally. The written grievance shall be answered in writing within three (3) working days after being presented.
- 7.04 STEP 2. If the grievance is not satisfactorily adjusted at the first step, one or more members of the Grievance Committee shall present the grievance in writing to the Superintendent or Area Manager personally, who shall render a decision in writing within three (3) working days.
- 7.05 STEP 3. If the grievance is not satisfactorily adjusted at the second step, the Union Grievance Committee shall present the grievance in writing to the Human Resources Manager who shall render a decision in writing within five (5) working days. The Union's representative may participate in the discussion if his assistance is requested by the Grievance Committee or the Human Resources Manager. If a satisfactory decision is not reached at the third step, the matter in dispute may, at the request of either party, be submitted to Arbitration.
- 7.06 A grievance which the Grievance Committee does not feel pertains to the Supervisor or Superintendent or Area Manager; a Policy Grievance, may be presented personally to the Human Resources Manager by the Grievance Committee and he shall notify the Grievance Committee within three (3) working days at which step of the grievance procedure the grievance shall be started.

- 07 (a) A grievance shall be considered as having been satisfactorily adjusted in Step 1 or Step 2, if it is not referred to the next step within five (5) working days following a decision at the last step at which the grievance was presented and shall not be eligible for further appeal.
- (b) A grievance shall be considered as being satisfactorily adjusted at Step 3 if it is not referred to Arbitration within ten (10) working days following a decision at Step 3, and shall not be eligible for further appeal.
- 7.08 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 party may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to appeal the difference or allegation to Arbitration.
- 7.09 The notice of appeal referred to in Article 7.08 shall include a list of not more than three (3) persons proposed by that party to be Arbitrator. If the other party does not agree to selection of any of the persons proposed, such party shall within five (5) working days following receipt of such notice of appeal, submit a second list of not more than three (3) persons proposed by it to be Arbitrator. If the parties cannot agree to an Arbitrator from either list within a period of five (5) working days following receipt of the second list, the party appealing shall within ten (10) working days thereafter, request the Minister of Labour of the Province of Ontario to appoint an Arbitrator. No person may be proposed or appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.10 Each of the parties hereto will jointly bear the expense of the Arbitrator. The proceedings of arbitration will be expedited by the parties hereto.
- 7.11 At any stage of the grievance procedure including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and view disputed operations and to confer with the necessary witnesses.

- 7.12 Subject to the provision of 7.08 above, no matter may be submitted to Arbitration which has not been carried through all the previous steps of the grievance procedure.
- 7.13 The Arbitrator shall not be **authorized** to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, or amend any part of this Agreement.
- 7.14 Any grievance involving the interpretation of this contract which has disposed of hereunder, shall not be made the subject of another grievance.
- 7.15 It is understood that the Company may present to the employee's Grievance Company any complaint with respect to the conduct of the Union, its Officers or Committee Men, during working hours or while on Company premises, and that if such complaint by the Company is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of an employee.

ARTICLE 8 - WARNINGS, SUSPENSIONS AND DISCHARGE

- 8.01 (a) A copy of verbal warnings made a matter of record and or written warnings, shall be given to the Union. Normally the Company will attempt to give the warning within ten (10) working days.
- (b) Records of warning and suspension shall be deleted after one (1) year of active employment if there has been no disciplinary action within this time period.
- 8.02 A claim by an employee that he has been unjustly discharged or suspended from his employment, shall be treated as a grievance, if a written statement of such grievance is lodged with the Company by the Grievance Committee within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to 7.05 will be omitted in such cases. Before an employee is discharged or suspended or given a written warning, his or her supervisor shall notify a union

representative prior to a disciplinary action taking place. The supervisor will also inform him or her of -their right to have a grievance representative present and give the employee the privilege of interviewing his grievance representative in a place designated by the Company prior to leaving the premises. In the case of a probationary employee, the grievance will be filed following the procedure outlined in Article 7.05 with the Human Resources Manager and the grievance procedure will begin at that point.

8.03 If it is determined or agreed at any step in the Grievance Procedure or decided by an Arbitrator that any employee has been disciplined or discharged unjustly, the Management shall reinstate him, with or without compensation or seniority for the time lost, depending upon the degree of disciplinary action agreed to by the conferring parties. Compensation shall not exceed the amount which the employee would have earned, calculated on straight time, plus any applicable shift premium and normally worked overtime during the period of discharge.

No arbitrator may reinstate an employee with less than the accumulated seniority that the employee had prior to the disciplinary action.

ARTICLE 9 - SENIORITY

9.01 Seniority will be established after a probationary period of forty-five (45) days actual work for those employees in Schedule “B” Labour Grades 2 through 6 and fifty-five (55) days of actual work for those employees in Labour Grades 7 through 14 within a period of six (6) consecutive months and shall date from the first day of work in establishing qualification for seniority. Seniority shall be based on continuous service with the Company upon the completion of the probationary period except as so stated in Article 9.04, the employees seniority date shall be his date of last hire.

9.02 For purposes of this Agreement, persons hired as students should be considered probationary employees during the entire term of their employment notwithstanding the fact that they may have worked beyond forty-five (45) days, but not to exceed ninety (90) working days. Any individual who was hired as a student who works beyond ninety (90) days

will have their seniority established and shall date from the first day of work as per Article 9.01.

9.03 (a) It is agreed that in the event of layoff or transfer, the least senior employees in the affected classifications will be removed. Those affected employees would then be able to bump the least senior employee in a job that the employee previously held and would be given the necessary training or an employee with no previous experience will bump the least senior employee in a lower classification which they can perform with a **familiarization** period of five (5) working days. Failing this the employee will have the option to bump the least senior employee in the lowest labour grade.

This procedure would be reversed in the event of a recall from layoff.

9.03 (b) When a reduction of manpower is required in a particular classification, those employees that are still on the probationary period for their classification will be laid off first by order of seniority in that group. If insufficient numbers are obtained then the regular lay off procedure will occur.

The time put in by the probationary period prior to the lay off will be of record for a period of six months from the time of accepting the posting. If during that time they are not recalled for regular duty but are needed for a temporary period, that time would be added to their day count towards passing probation in the position. At the end of six month period however, if they have not put in the required days to pass probation, they will be removed from the position, their days of record will be removed and they must reapply to a future competitive posting.

(c) In the event of a short layoff of three (3) days or less, and in order to prevent disruption of production, the Company will consider seniority, but will not be bound by it. No employee will be laid off out of seniority under this provision more than two (2) times in any one (1) year.

(d) If a new product line is set up within the plant, those employees with seniority transferred to the new product line, with mutual consent, may be exempt from the policy procedure as outlined in Article 9.03. This period of exemption not to exceed thirty (30) days from date of production start up.

- 4 Seniority of employees who have acquired seniority shall be maintained and accumulated under all conditions so long as the employee does not lose his seniority as per Article 10. Employees transferring out of the Bargaining Unit shall retain and accrue seniority in the Unit for a period of six (6) months, but if not returning to the Unit within that period, lose all seniority in the Unit.
- 9.05 Seniority lists will be kept up-to-date, may be inspected by the Union, and will be posted by the Company on Union Notice Boards at three (3) month intervals. A copy of seniority lists will be given to the Union.
- 9.06 (a) When a vacancy occurs for a job above Labour Grade 2 the Company shall post a notice of such vacancy on the bulletin board for a period of three (3) full working days, excluding weekends and holidays, stating the qualifications required. A copy of such notices shall be given to the Union stating the time the notice was posted. Any employee with seniority may bid on a posted job by completing a job posting application form and filing it with the Human Resources Department or the job posting box not later than the expiration of the posting period. In filling the vacancy, the Company shall award the job to the most senior bidder who meets the skill and ability requirements of the job. Skill and ability does not necessarily imply previous experience on the work required. It is understood that experience gained during training will be taken into consideration when evaluating skill and ability in the selection process.

If the Company determines that none are qualified to fill the vacancy, the Company may fill the vacancy from outside or not at all, at its discretion. The outside applicants must also meet the stated qualifications required. The Company will advise the Union of its decision on the various bidders of a posted job. A successful bidder into a higher classification will be immediately notified and paid a rate within the rate range of that classification according to the employee's rate prior to the bid. If at any time within forty-five (45) worked days after a successful bidder on a job has not, in the opinion of the Company, attained a satisfactory level of performance he may be taken off the job.

- 9.06 (b) Spare positions will be posted, as outlined in 9.06 (a), by department. A successful candidate will be trained within a six (6) month period and will be paid the appropriate rate at the completion of the training when used in the Spare capacity. The spares will be used within their department when required. An employee may only hold one spare classification at a time. It is understood that any additional qualifications an employee may have acquired when filling a temporary vacancy, not acquired through a job posting, will not be taken into account.
- 9.06 (c) If a successful bidder for a job posting vacates or declines to accept the position for any reason within ten (10) days of the position being awarded, the Company will, rather than **repost** the position, select the most suitable candidate from those who have previously applied to the original posting. If there are no such candidates, or the ones that have applied do not meet the requirements of the position the Company will **repost** or choose not to fill the position.
- 9.07 An employee obtaining a transfer through a job posting who fails to meet a satisfactory performance as specified in Article 9.06 may be taken off the job. He/she shall return to his/her former classification.
- 9.08 An employee obtaining a transfer through a job posting who voluntarily removes himself within thirty (30) working days shall not be eligible to bid on any other job for a period of three (3) months. They will return to their old classification. Should there be a layoff during that time period that would prevent the employee from returning to their former classification, their bumping rights outlined in Section 9.03(a) would be exercised.
- 9.09 (a) Temporary Transfer - If an employee is temporarily transferred to a lower paid job for the benefit of the Company, he shall be paid during the period of such transfer the rate of his regular job.
- (b) Temporary Jobs - When the Company determines that a temporary position of less than thirty (30) working days in duration is required, that is not already defined by the Collective Agreement, the Company will notify the Union of the nature of the opening, the duration of the opening, the

area/department, the labour grade, and the employee selected. If the temporary position is to be longer than thirty (30) working days, the Company will post for that position. The Company will review with the Union every 6 months any current temporary posted positions. Upon the completion of the second sixth month period, the position will be reviewed and if determined that the position is still required, it will be posted as a full time job.

9.10 Working leader positions will be posted with the understanding that qualifications for the position will be the predominant factor in the Company's selection.

ARTICLE 10 - LOSS OF SENIORITY

10.01 An employee shall lose his seniority standing and shall be deemed no longer an employee of the Company, and his name shall be removed from the seniority lists for any of the following reasons:

- (a) If the employee quits the employ of the Company.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure or the employee is not rehired within a period of three (3) working days.
- (c) After an eighteen (18) month lay-off for those employees having less than five (5) years seniority and twenty-four (24) months for those employees having five (5) or more years seniority.
- (d) If the employee has been laid off and fails to return to work or to apply for and be allowed a leave of absence within five (5) working days after he has been notified to report for work by the Company, such notification to be by registered mail at the last address on record with the Company if he has not been contacted or notified otherwise except that if such failure is due to sickness, accident or other reasons beyond his control, the employee's name shall not be stricken from the seniority list, provided such condition is reported to the Company in writing within such five (5) day period.
- (e) The employee overstays a leave of absence except if the overstay is definitely proven to be beyond his control.

(f) If an employee is absent from work for more than three (3) consecutive working days without good reason and without notifying the Personnel Office.

(g) Working elsewhere during any leave of absence is equivalent to quitting.

ARTICLE 11 - EQUALIZATION OF OVERTIME

11.01 When it is required that overtime work be performed, it will be equalized within the department so far as may be reasonable, provided standards can be met on the jobs on which overtime is required. Records of all overtime worked and/or refused will be maintained and available for inspection by employees and a copy made available to the union president upon request.

11.02 It is agreed by the Company and the Union that the working of overtime is undesirable to both parties. It is **recognized** however, that customer needs can require the Company to schedule overtime operations. Overtime will be offered to the employees working on the jobs where overtime is required. If sufficient qualified volunteers are not obtained, qualified employees lowest in seniority will be required to work. Overtime immediately following the second shift will be on a voluntary basis. However, to ensure continuity of production the Company reserves the right to require qualified employees to work on those jobs where volunteers were not obtained.

ARTICLE 12 - BULLETIN BOARD

12.01 The Company shall furnish a bulletin board for the posting of official Union notices. All notices shall be submitted to the Company for approval and posting. No Union literature will be distributed in any way on the premises of the Company.

ARTICLE 13 - SAFETY AND HEALTH

13.01 The Company will maintain adequate sanitary arrangements throughout the plant, provide proper safety devices and given proper attention to the

elimination of any condition of employment which is a hazard to the safety or health of the employees. ,

13.02 The Company reserves the right to formulate and publish from time to time shop rules and rules of conduct, providing such rules are not inconsistent with the terms of this Agreement.

13.03 A Safety Committee will be formed by the Union to meet on a regularly scheduled basis, on Company time, at least monthly with Management for the purpose of making recommendations concerning safety in the plant. The Committee will have three (3) members: one (1) from Fabrication and two (2) from the plant at large. The three (3) members of the Safety Committee will be considered as the “Health and Safety Committee Members” representing the workers as required by the Occupational Health and Safety Act.

13.04 (a) The Company will pay \$75.00 annually towards the purchase of safety shoes for all employees.

(b) The Company will pay per family \$70.00 annually towards the purchase of either prescription safety glasses or personal glasses.

13.05 The Company shall pay for the training of first-aid attendants with the intent of having qualified first-aid attendants on all shifts.

ARTICLE 14 - HOURS OF WORK, ETC.

14.01 The following is a schedule of the regularly assigned hours of work, conditions of overtime, payments, notices of lay-offs, leaves of absence, and rates of production.

14.02 The standard work week is five (5) days and eight (8) hours per day for a total of forty (40) hours per week, Monday through Friday. The work week shall begin at 12:01 a.m. Monday and end at 12:00 midnight the following Sunday, for purposes of payroll.

4.03 Normally the hours of the first shift shall be 7:00 a.m. to 3:30 p.m.; the hours of the second shift 3:30 p.m. to midnight and the third shift midnight to 7:00 a.m. It is **recognized** that it may be desirable for the Company to arrange staggered shifts to obtain better **utilization** of parking and lunchroom facilities.

Thirty (30) minutes will be allowed the first and second shifts as a non-paid lunch period, with a 7% shift premium to the second shift. The third shift will be allowed a twenty (20) minute lunch period and will be paid eight (8) hours of pay for six (6) hours and forty (40) minutes of work.

The first and second shifts rotate every two (2) weeks, except where an imbalance of skills, or in the number of employees requires adjusting the number of first shift employees going to the second shift.

The terms of Article 14.03 may be amended during the term of this Agreement through mutual consent of the parties.

14.04 The Company does not guarantee to provide work for any employees for regularly assigned hours or for any other hours.

14.05 An employee shall be paid for not less than four (4) hours work when called in.

14.06 A minimum of four (4) hours work or four (4) hours pay at his regular straight time hourly rate shall be provided to an employee who reports for work at his regular starting time unless instructed not to report. This provision shall not apply in the case of lost time resulting from disciplinary measures or when a condition arises beyond the control of the Company such as fire, major mechanical or electrical failure, Government regulations or orders, Acts of God, etc. or an employee is absent from work on the last shift and the Company is unable to contact him.

14.07 In case of layoff, notice shall be given to the affected employees personally, if not absent from work, and by notice posted on the clock or bulletin board no later than during the second working day prior to the layoff. This shall not apply to cessation of work resulting from labour disputes, disciplinary measures, equipment breakdown, customer's rescheduling of product,

material shortages (except those caused by Management neglect), power shortages or other Acts of God or Government regulations or laws.

14.08 Straight time or overtime will be paid as follows:

(a) The straight time rate will be paid for the first eight (8) hours of work in any continuous twenty-four hour period.

(b) Time and one-half will be paid for the first four (4) hours worked after eight (8) hours in any continuous twenty-four (24) hour period, Monday through Friday, and double time will be paid for hours worked over twelve (12) in any such period.

(c) On Saturdays, time and one-half will be paid for the first five (5) hours worked, and double time for hours worked afterwards.

(d) Double time and one-half will be paid for work performed on a Sunday.

(e) In addition to any holiday pay due in accordance with Section 16.09, double time will be paid for work performed on the holiday, **recognized** in Section 16.09.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Company may, upon the presentation of good and sufficient reason, grant a leave of absence for a personal reason to employees who have satisfactorily completed their probationary period. Normally the request for such leave must be received in writing and approved prior to the granting of the leave. In the event that the reason for the leave precludes the employee from submitting a written request, he may submit a verbal request followed by a written confirmation at the earliest possible due date thereafter. Such leave of absence shall not exceed two (2) months but upon the written submission of sufficient reason prior to the end of the current leave of absence may be renewed for a two (2) month period up to a total of six (6) months.

15.02 Permanent employees may request a sick leave. Normally the request must be in writing and be received by the Company within three (3) working days of the employee's failure to report to work. In the event that the reason for absence precludes the employee from submitting a written request, he may

submit a verbal request followed by a written confirmation at the earliest possible date thereafter. The Company may require at any time that the employee present a written statement from his physician before such leave is granted or continued. Such sick leave may be extended for additional periods up to three (3) months upon presentation of satisfactory medical evidence submitted in writing prior to the end of the current sick leave but in no event be extended longer than twelve (12) months for those employees having less than two (2) years seniority and eighteen (18) months for those employees having two (2) years or more but less than five (5) years seniority and thirty-six (36) months for those employees having more than five (5) years seniority.

15.03 Employees returning from sick leave after illness or accident must have a statement from their physician as to their fitness to return to work if requested by the Company. Employees who have been on sick leave for more than five (5) consecutive working days must inform the Company's personnel office of their intent to return prior to their date of return. Upon notification, the Company may at its discretion delay an employee's return to work up to one (1) full regularly scheduled shift. Seniority of employees on sick leave will continue for the duration of the leave.

15.04 In the event of a pregnancy, a female employee may take a leave of absence seventeen (17) weeks prior to the estimated date of delivery as long as she has been actively employed for 13 weeks prior to the estimated date of delivery. She shall not be required to take such leave if continuation on the job is not hazardous to the employee's health, or detrimental to the efficiency of work assigned as outlined in the Employment Standards Act of Ontario. Any questions in this regard may be resolved by a doctor's statement.

Further to the above, the employee will be eligible for an additional leave of absence, without pay, of 18 weeks. If this employee or a parent wants a Parental Leave in addition to the above, the employee must in writing request a leave no less than 2 weeks prior to the start of the leave of absence as outlined in the Employment Standards Act. This leave will end 18 weeks after it has begun and 4 weeks notice in writing is required by the employee

when the leave will end. Before returning to work an employee must present a statement from a physician attesting that she is physically able to safely return to work. The above is subject to the standards set by the Employment Standards Act.

15.05 An employee of the Company who is selected or appointed by the Union to engage in Union activities on a full-time basis may be granted a leave of absence for a period not to exceed three (3) years and will accumulate seniority during such leave.

15.06 Employees selected by the Union to attend conventions and conferences of the Union shall, when reasonably possible, be granted a leave of absence for same not to exceed five (5) employees for a period of three (3) weeks, providing that not more than one (1) will come from a department of ten (10) employees or less.

15.07 In the event an employee is required to provide documentation to support Sun Life Weekly Indemnity and/or Workplace Safety & Insurance leaves, and the employee is required to pay the cost for such report, the Company agrees to reimburse the employee the cost of the report upon presentation of a receipt from the physician.

ARTICLE 16 - VACATIONS AND HOLIDAYS

16.01 The following is a schedule of the vacations and statutory holidays for employees and the conditions upon which the same are granted.

16.02 Each employee with less seniority than required for three (3) weeks vacation, shall be granted vacation with pay in accordance with the provisions of the Employment Standards Act of Ontario.

16.03 Each employee who has or will attain at least five (5) years of seniority as of December 31 in the year the vacation is allowed shall be granted three (3) weeks vacation and shall receive six percent (6%) of gross pay earned during the vacation year (July 1st to June 30th).

- 16.04 Each employee who has or will attain at least fifteen (15) years of seniority as of December 31 in the year the vacation is allowed shall be granted four (4) weeks vacation and shall receive eight (8%) of gross pay earned during the vacation year.
- 16.05 Each employee who has or will attain at least twenty (20) years of seniority as of December 31 in the year the vacation is allowed shall be granted five (5) weeks vacation and shall receive ten percent (10%) of gross pay earned during the vacation year (July 1st to June 30th).
- 16.06 Employees whose employment has been terminated prior to the end of the vacation year for any reason shall receive for vacation pay the greater of either vacation pay calculated in accordance with the terms of the Employment Standards Act of Ontario, or vacation pay calculated in accordance with Sections 16.03, 16.04, or 16.05 of this contract.
- 16.07 The Company reserves the right to spread vacations over the vacation season, or in the alternative, to close the plant, retaining at such time, however, those employees whose services may be required. Such employees as may be retained in such event will be permitted to take their vacation at another time mutually agreed upon by the employee and his supervisor. Vacation will not accumulate from year to year. Employees shall receive their vacation pay immediately prior to taking such vacation.
- 16.08 The Company will endeavour to give ninety (90) days notice of plant shutdown for vacation period and will give at least forty-five (45) days notice.
- 16.09 Except as provided herein, each employee under this contract with seniority shall be paid his regular rate of pay for eight (8) hours for the following plant holidays or days **recognized** as such:
1. New Year's Day
 2. Heritage Day (Third Monday in February)
 3. Good Friday
 4. Victoria Day
 5. Canada Day
 6. Labour Day

7. Thanksgiving Day
8. Work Day preceding Christmas Day
9. Christmas Day
10. Boxing Day
11. Work Day preceding New Year's Day
12. Floating Holiday

In the event of a holiday falling on a Saturday or Sunday, either the preceding Friday or the following Monday shall be considered the holiday unless otherwise mutually agreed upon.

Payment for the above holidays will be made to all employees except those who are probationary and/or temporary employees or those who are absent from work for all or part of the regular scheduled shift before and/or after the plant holiday unless such absence is due to:

- (a) Legitimate illness or injury
- (b) A layoff due to lack of work commencing within a period of ten (10) working days prior to the holiday.
- (c) A personal leave commencing within a period of ten (10) working days prior to the holiday.
- (d) Prior written approval to be excused by the Company.

The amount of payment to qualified employees who are absent for all or part of either or both qualifying days will be determined in accordance with the following:

- (a) Employees will be paid their regular rate of pay for eight (8) hours if they are not eligible for benefits through the Group Insurance Plan, the Workplace Safety & Insurance Board or the Employment Insurance Commission for the day on which the holiday occurs.
- (b) Employees eligible for benefits through any of the above plans or agencies for the day on which the holiday occurs will be paid their regular rate of pay for eight (8) hours less the amount to benefits they are entitled to receive for the holiday from any of the sources described in (a) above.

16.10 Work performed on the foregoing listed holidays will be paid for in accordance with Section **14.08 (e)**.

ARTICLE 17 - BEREAVEMENT

17.01 In the case of death in the immediate family of an employee or spouse, the Company shall grant a leave of absence for three (3) consecutive normally scheduled days of work, immediately following notification of death. The Company shall pay for the days which are normally scheduled work days. "Immediate family" is defined as father, mother, husband, wife, brother, sister, son, daughter, son-in-law, daughter-in-law, grandparents, and grandchildren. A leave of absence for two (2) days will be granted to attend the funeral or memorial service of brother-in-law, sister-in-law, and the Company shall for those days if it is a normal working day.

ARTICLE 18 - INDUSTRIAL INJURIES

18.01 If an employee is injured on the job he will be paid for the balance of the shift on which he has been sent home, to an outside hospital, or doctor, by his immediate supervisor, because of such injury irrespective of when the injury occurred. The Company shall supply transportation from the plant to the doctor, home, or hospital for the first visit, if needed. The Company shall also supply transportation home from the first visit to the doctor, or home from the first visit to the hospital, if needed, provided the distance does not exceed thirty (30) kilometres from the plant.

ARTICLE 19 - JURY DUTY

19.01 Employees who are working and who are on the seniority list, and who are called for service on Court Juries shall be entitled to receive from the Company, the difference between what they receive as pay for jury service and what they would have received from the Company if they had worked. The employee will present proof of service and the amount of pay received.

ARTICLE 20 - REST PERIODS

20.01 Employees will be allowed a fourteen (14) minute rest period during the first part of their shift before lunch period and an eleven (11) minute rest period in

the latter part of the shift. A warning bell will be rung one (1) minute prior to the end of each period to allow the employees to return to their work area. When an employee is scheduled to work two (2) hours or more beyond the regular shift, he shall be given a ten (10) minute rest break at the end of the regular shift.

ARTICLE 21 - GROUP INSURANCE

21.01 For the duration of this Agreement, the Company will continue in force the Group Insurance benefits as provided in Schedule "C" attached hereto and forming part of this Agreement. The cost is to be shared as per Schedule "C."

ARTICLE 22 - JOB CLASSIFICATION AND WAGE RATES

22.01 Attached hereto and forming part of this Agreement are Schedules "A" and "B" being scheduled of the various job classifications and wage rates pertaining thereto.

22.02 In the event the content of a job classification is changed or a new position is developed by the Company, the Company will determine the value of the changed or new position, set a rate for it, and explain the change to the Union before publishing it or within thirty (30) days of filling it. In the event of a disagreement as to the rate range, the Company's position will be the basis for publishing the change or new rate, but the action may be made the subject of a grievance.

22.03 Working leaders will receive an additive of 10% over the top rate of the highest classification of those led, The additive will be in effect only while the employee is acting as working leader, and the number of working leaders will be determined by the Company in accordance with production requirements.

22.04 During the term of this Agreement, the Company will, upon request, furnish the Union with an up-to-date schedule of job classifications and rate ranges.

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2.05 A new employee and former employees who have qualifications in excess of the minimum requirements of the classification, may be hired at a rate of pay above the starting rate, and the Union will be so advised.

ARTICLE 23 - TERMINATION

23.01 This Agreement shall be effective upon ratification and run through January 15, 1998 and shall continue from year to year thereafter, unless either party gives notice in writing of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending the Agreement. Such notice will be given not more than ninety (90) days prior to any date of termination,

23.02 If notice of intention to amend is given by either party in writing pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than twenty (20) days after such written notice, and if such negotiations do not result in agreement prior to the date of termination of this Agreement, then this Agreement shall terminate on such a date of termination subject always to the right of the parties to extend further the period of negotiations by mutual arrangement. When notice for changes only are given, the nature of the changes desired must be specified in writing with the notice of intention to amend. Notice of intention to amend by one party shall automatically permit negotiation by the other party with respect to the whole Agreement.

23.03 It is hereby agreed that in construing this Agreement the words "employee" and "employees" and the personal pronouns "he" and "they" relating thereto and used therewith shall be read and construed as singular or plural or masculine or feminine respectively as the number and gender of the party or parties referred to in each case may require, and the number of the verb agreeing therewith shall be construed as agreeing with the said work or pronoun so substituted.

Dated: At the City of St. Thomas, in the County of Elgin, Province of Ontario, this 3rd day of February, 1998.

Witness:

FOR THE COMPANY

L. Wild
C. Morrison
D. Hayes

FOR THE UNION

S. Banks - Representative
B. Edie
W. Parry
V. Scott
G. Durston
P. Sawatzky

JOB CLASSIFICATION SCHEDULE
SCHEDULE "A"

Labour Grade	Job Classification
2	General Operator
3	Janitor/Watchman, Material Handler, Brazing Furnace Operator
4	Q.C. Class II, Operator: Projection Welder, Q.C. Statistical Operator, Spray Painting Assistant
5	Drier Final Assembly Sigma Welder, Set-up and Operator : Projection Welder, Grinder, Electra-Static Painter, Powerwash Tester, Fabrication Operator, Material Handler and Powerwash Maintenance
6	Q.C. I, Shipper Receiver, Aluminum Set-up Operator
7	Fabrication Set-up Operator, Assembly Set-up Mechanic, Sub-Assembly Working Leader/Set-up Mechanic, Toolcrib Attendant
8	Q.C. Reliability Inspection, Method Sheet Coordinator
9	Fabrication Set-up Mechanic, Samplemaker, Tube & Hose Set-up, Continuous Improvement Coordinator
10	Building Maintenance Mechanic, Toolroom Machinist, Production Parts Scheduler
11	Millwright, Toolmaker Improver, Electrician
12	Toolmaker
13	Toolmaker Apprentice
14	Millwright Apprentice

WAGE SCHEDULE - SCHEDULE "B"

Labour Grade	January 15, 1998
2A	\$11.50
2B	\$11.77
3A	\$11.89
3B	\$12.15
4A	\$12.29
4B	\$12.55
5A	\$12.68
5B	\$12.94
6A	\$13.01
6B	\$13.33
7 3	\$13.06
7 2	\$13.39
7 1	\$13.72
8 3	\$13.46
8 2	\$13.78
8 1	\$14.11
9 3	\$13.84
9 2	\$14.17
9 1	\$14.49
10 3	\$14.25
10 2	\$14.57
10 1	\$14.90
11 3	\$19.57
11 2	\$21.28
11 1	\$22.97
12 3	\$20.24
12 2	\$21.92
12 1	\$23.57

Class A - Starting Rate

Class 3 - Starting Rate

Class B - After 45 worked days

Class 2 - After 55 worked days

Class 1 - After 120 worked days

Note: Skilled Trades Class movement would be governed by Skilled Trades Agreement

INSURANCE COVERAGE - SCHEDULE "C"

Life Insurance

January 1, 1997 \$17,000.00

The employees that have reached the age sixty five (65) years prior to their last day of work shall be entitled to receive the paid up Life Insurance policy of two thousand dollars (\$2,000.00) as stipulated in Schedule "C" of the Collective Agreement.

Accidental Death and Dismemberment Insurance

January 1, 1997 \$17,000.00

Weekly Disability Benefit

The weekly disability benefit is payable for a total of not more than 26 weeks, in conjunction with the EIC, during any one continuous period of disability. The amount of weekly benefit will be 2/3 of the base weekly wage to the maximum provided by EIC.

Ontario Health Insurance

Family Coverage
Single Coverage

Semi-Private Hospital Coverage

Family Coverage
Single Coverage

Dental Plan #9 or Equivalent

Single/Family Coverage
January 1, 1997 - 1995 ODA Schedule

The costs of the above insurance plan will be shared by the Company and the employee in accordance with the following:

Company	90%	Employee	10%
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Extended Health Services

Family Coverage
Single Coverage

The cost of the Extended Health will be paid 100% by the Company.

Supplemental Contributory Life Insurance

Option 1 - \$5,000 Option 2 - \$10,000

Cost is based upon employees age as shown in the following rate structure:

If your age is:	Your Weekly Contribution Option 1 is:	Your Weekly Contribution Option 2 is:
Under 30	0.09	0.18
30-34	0.10	0.20
35-39	0.13	0.26
40-44	0.20	0.40
45-49	0.33	0.66
50-54	0.55	1.10
55-59	0.87	1.74
60-64	1.35	2.70

This insurance is term insurance which provides no paid up insurance or cash values.

The cost of the Supplemental Contributory Life Insurance selected will be paid 100% by the Employee.

MISCELLANEOUS - SCHEDULE "D"

Designated First Aid Attendants will receive a 5% premium.

Working Leaders will receive a 10% additive over the rate of the highest classification of those led.

Retirees

Employees that will have reached the age of sixty five (65) years before their termination date, will be allowed to continue working until they have completed their Notice of Termination period. Those employees shall be entitled to receive Severance Pay as agreed to between the Company and the Union.

R.R.S.P.

The Company will provide an arrangement where employees may contribute to an RRSP plan through payroll deduction, subject to all government rules and regulations. The RRSP will be provided as an alternative to the current pension plan.

In addition, the Company will make the following maximum contributions to each employee's account that meets the eligibility requirements, has entered the plan following the standard procedure outlined in the plan document, and is meeting their

obligations as outlined in the plan. Further details of the plan are within the Plan Document.

If the employee contributes to the Company RRSP plan through payroll deduction, the amount contributed shall be matched by the employer up to \$400.00 prior to the official termination date.

Severance

The Company will provide 1 ½ weeks for every year of service with no minimum or maximum provided the employee remains working until the end of notice. If the employee resigns within the termination notice period, they will receive the entitled amount as per the Employment Standards Act.

All Termination and Severance Pay shall be based on the rate of pay at the date of ratification of this agreement.

PLANT RULES

Violation of any of the following rules is sufficient grounds for disciplinary action ranging from reprimand to dismissal:

1. Smoking in prohibited areas.
2. Reporting for work under the influence of alcohol or carrying alcoholic beverages onto Company property.
3. Assault of fellow employees, brawling, fighting or horseplay on Company Property.
4. Theft from the Company or fellow employees.
5. Malicious or careless destruction of Company Property including writing on or defacing of walls or partitions.
6. Refusal to perform work requested by supervisor.
7. Recording a time card for another employee.
8. Falsifying pay record.
9. Washing or preparing to leave before the end shift signal is sounded.
10. Leaving premises during working hours without obtaining a pass signed by your supervisor.

11. Habitual absenteeism and lateness.
12. **Unauthorized** use of telephones for personal calls during working hours - calls for employees will only be accepted in emergency cases.
13. Ignoring or continued violation of Safety Rules or common sense safe practices.
14. Ignoring or continued violation of plant parking rules.
15. Disturbing employees in any manner at shift change times or any other times by employees waiting for job assignments.
16. Leaving premises at meal break without clocking out and in upon return.
17. Reporting for work or being present on Company Property under the influence of drugs that have not been prescribed by medical **authorization** or possessing, dispensing or using unprescribed drugs on Company Property.
18. Employees reporting sickness or absenteeism must telephone the plant at the beginning of their scheduled shift. Phone: **631-1750**. Wait for answer, then press **1258#** and leave a message.
19. After an absence, each employee must report directly to the supervisor before commencing work and give reason for absence.

SAFETY RULES

Violation of any of the following rules is sufficient grounds for disciplinary action ranging from reprimand to dismissal.

1. Safety equipment as specified must be worn at all times.
2. Do not operate any piece of equipment or do any class of work other than assigned by your supervisor
3. Do not operate your machine unless all guards are in place.
4. Do not remove “danger tags” placed on dangerous machinery or equipment except by permission of the superintendent or supervisor.
5. Shut down and lock out machine before cleaning, oiling or adjusting.
6. Rings, loose jewellery, or long ties cannot be worn while working in the plant. Long hair is to be confined while operating rotating machines or other equipment which could cause entanglement.

7. Use a brush, hook, or stick to remove chips or shavings from machines.
8. Never tamper with electrical equipment. Call a supervisor.
9. Using compressed air for blowing dust from clothing is forbidden. Never direct a stream of compressed air towards your own body or that of any other person.
10. Do not overload trays of trucks. Do not walk alongside loaded trucks while they are moving.
11. Horseplay is dangerous and cannot be tolerated. It often results in someone else sustaining an injury.
12. Do not ride or stand on forks of lift trucks or hand trucks while truck is in motion. Do not exceed a safe speed limit when operating lift trucks. Be aware of slippery docks or truck floors.
13. Check your equipment - tools for mushroomed heads, ladders for broken rungs, unsafe trays, etc.
14. All flammable liquids and acids must be kept in safe containers and properly identified.
15. Material parts, tools, oil, grease, or other articles must not be **left** in aisles or where they may cause a tripping or slipping hazard to any person.
16. Protect yourself and fellow workers by helping keep the plant clean and tidy at all times. Do not leave food refuse, wrappings, or rags laying around.
17. Do not run in the plant.
18. The wearing of sandals, soft moccasin type shoes, or canvas running shoes is forbidden.
19. Lift trucks must operate at a walking pace.

LETTER OF UNDERSTANDING

The Company will provide all eligible employees the opportunity to access the Weekly Disability program when they are waiting for a Workplace Safety & Insurance Board claim to be adjudicated. The employee will only be eligible to use this plan if he/she meets the necessary criteria as described in our Weekly Disability Plan and the appropriate forms are registered with the Insurance carrier. Payment and/or repayment of any monies is subject to all the guidelines provided by the Insurance carrier and the Workplace Safety & Insurance Board.

For the Company:
Mark Shannon
Matt MacDonald
04/20/92

For the Union:
John MacIntyre
Charlie Wightman
04/20/92

LETTER OF INTENT “A”

We propose the following as clear definition of procedures to be adopted for the life of the Agreement.

SUBJECT - Right to refuse or to stop work where health or safety in danger.
Section 43(3) of the Occupational Health & Safety Act.

Duty to advise other workers.
Section 43(11) of the Occupational Health & Safety Act.

Reprisals by employer prohibited.
Section 50 (1) of the Occupational Health & Safety Act.

The Company and the Union agree that they mutually desire to continue to maintain high standards of health and safety in the plant in order to prevent industrial injury and illness.

If in fact any changes in a new addition of the Occupational Health & Safety Act precludes any of the above concerns, the current publication effective December 31, 1997 will take precedence.

LETTER OF INTENT “B”

We propose the following as clear definition of procedures to be adopted for the life of the agreement.

SUBJECT - ARTICLE 16 - Vacation and Holidays

The Company has agreed to have all accrued vacation from July 1st, 1997 to February 1st, 1998 paid out to employees upon ratification of this agreement.

For employees laid off before June 30th, 1998 they will receive payment for vacation accrued from ratification until termination.

Employees terminated after July 1st, 1998 will receive a payment of vacation accrued from time of ratification until June 30th, 1998. In addition, they will receive a payment for any vacation accrued from July 1st, 1998 until their layoff date.

LETTER OF INTENT “C”

We propose the following as clear definition of procedures to be adopted for the life of the Agreement.

SUBJECT - Extended Health Benefits

The Company has agreed to extend the coverage for Extended Health benefits for the period of three (3) months following the month of layoff.



April 28, 2000

File: 0201506

Eaton Yale Ltd.
2160 Williams Pkwy E.
Brampton
Ont.
L6S 5X7

Eaton Yale Ltd. (Actuator & Sensor Div.)
St. Thomas, Ont.
United Steelworkers of America
Local 4990
(plant & maintenance empl.)

} This location is divested
No longer operation
of Eaton Yale Ltd
effective Oct 31/99
J. Shah

Terminating: January 15, 1999

The Workplace information Directorate
June 9, 2000

From: J. SHAH
905-790-4323

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Dear Sir:

This is to let you know that
the subject location of Eaton
Yale Ltd. is divested. It is no
longer an operation of Eaton Yale.
effective Oct 31, 1999.

Please note - Thank you, Tel.
J. Shah - controller: 905-790-4323

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the extent possible, a

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sent or
agreement.

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services in the

You

Diana Foley

Collection of Agreements Unit
Telephone: 1-800-567-6866 or (819) 997-0252

Please complete this part and forward
with copy of collective agreement to:
Workplace information Directorate
Collection of Agreements Unit
Labour Branch
Human Resources Development Canada
Hull, Quebec
K1A 0J2

File: 0201506

Number of employees
covered by the agreement.

Males

Females