

SOURCE	60.		
COLLECTIVE AGREEMENT	87	08	01
TERM.	90	07	31
No. OF EMPLOYEES	395		
NOMBRE D'EMPLOYÉS	LB		

Between:

GSW WATER PRODUCTS
COMPANY, Fergus, Ontario

or its successors and/or its assigns,
hereinafter called "The Company"

of the First Part

and

THE UNITED STEELWORKERS
OF AMERICA

hereinafter called "The Union"

of the Second Part

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ARTICLE 1-PURPOSE

1:01 The general purpose of the Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2—RECOGNITION

2:01 The Company **recognizes** the Union as the sole and exclusive bargaining agency for all of its employees of its Hill Street Plant, save and except foremen, persons above the rank of foremen and office staff and those exceptions as may be mutually agreed upon from time to time.

2:02 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 the preceding paragraph.

2:03 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the **bargaining** unit, except for purposes of instruction, **experimenting**, or in the case of emergencies, when qualified employees are not available.

ARTICLE 3—RELATIONSHIP

3:01 The parties hereto mutually agree that any present employee to whom this Agreement applies, may exercise or may refrain from exercising his right to become a Member of the Union.

3:02 All permanent employees covered by this Agreement shall be required to sign an **authorization form prescribed by the Company** providing for the deduction from their wages, the amount of the regular dues and initiation fees.

3:03 An employee will be assessed union dues and initiation fees as advised by Local 3789 U.S.W.A. The Company will transmit by cheque, regularly each month, to the financial secretary, the full amount of monies deducted.

3:04 All new employees hired after the signing of this Agreement shall contribute by check off, an amount equivalent to Union dues.

3:05 Neither the Union nor **any employee** shall, on Company premises, engage in any activity or proceedings or conduct himself in any manner which adversely affects Company discipline, business or production.

ARTICLE 4—RESERVATION OF MANAGEMENT RIGHTS

4:01 The Union acknowledges that it is the function of the Company to:

(a) Maintain order, discipline and efficiency.

(b) Hire, discharge, transfer, classify, promote, demote or discipline employees, provided that a claim that an **employee** has been dealt with unjustly may be the subject of a grievance and dealt with as hereinafter provided.

(c) Generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of

plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and location of machines and tools to be used, process of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the product produced.

ARTICLE 5—NO DISCRIMINATION

5:01 The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, marital status, national origin, sex, age, or union activities. The criteria being the ability to perform the work.

ARTICLE 6—NO STRIKES OR LOCKOUTS

6:01 In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Company agrees that there will not be any lockout of its employees for the duration of this Agreement, and the Union agrees that it shall not instigate nor condone any strike which will stop or interfere with production for the duration of this Agreement.

ARTICLE 7—UNION REPRESENTATION

Negotiating Committee

7:01 The Company acknowledges the right of the Union to elect or otherwise select a Negotiating Committee of three (3) members to negotiate on contractual matters with the Company.

Grievance **Committee**

7:02 The Company acknowledges the right of the Union to appoint or otherwise select a Committee consisting of five (5) employees (one [1] to be a Shop Steward concerned with the Grievance) and one (1) member of such committee shall be designated as **Convenor** of the Committee. The Company agrees to provide the Grievance Committee with as much notice as possible of pending meetings and to schedule and convene these meetings to allow complete discussion of the matter in question. The Grievance Committee will be granted reasonable time to consider and discuss the grievance prior to the meeting.

Grievance **Stewards**

7:03 Company agrees to **recognize** ten (10) shop stewards on the understanding that further stewards may be warranted should other departments be created. The zone within which each steward is to function is determined by Schedule "**F**" attached to this Agreement.

Time Study **Stewards**

7:04 Two (2) employees who have been selected by the Local of the Union will be trained with the Company personnel and kept current on any changes to take part in **B.M.T.** and Time Study applications under the incentive plan.

Duties of Union **Officers**

7:05 The Union acknowledges that Stewards, as well as other members of the Union Committee and Union Officers, will continue to perform their regular duties on behalf of the

Company, and that such persons will not leave their regular duties without notifying their production supervisor or immediate supervisors. When resuming their regular duties after being engaged in duties on behalf of the Union they will report to their supervisor. Any Union representative who is privileged by this Agreement to take up Union Business in an area other than his own will notify the supervisor of that area at that time. The Company agrees to allow Union Officers and Stewards time off from night shift work to attend Union meetings.

Compensation of Union Officers

7:06 It is clearly understood that stewards and other Union officers will not absent themselves from their regular duties unreasonably in order to deal with grievances of employees, and that in accordance with this understanding, the Company will compensate such employees for time spent in dealing with employees' grievances at the rate of their average hourly earnings, calculated from the last quarter.

7:07 Three (3) members of the Local Union National Negotiating Committee will be granted up to fifteen (15) days' wages for time lost from their regular scheduled work, when actively involved in negotiations with the Company National Negotiating Committee.

7:08 The Company recognizes the right of the Union to place the president and chief steward on permanent day shift. The Company recognizes the right of the Union to place the vice president on day shift during the absence of the president from the plant.

**ARTICLE 8-DISCHARGE AND
DISCIPLINARY PROCEDURE**

8:01 When an employee receives a warning, his steward must be present. In the absence of the zone steward, the chief steward or finally, an officer of the Union must be present.

8:02 It is agreed that all verbal warnings will be stricken from an employee's record after three (3) months from its occurrence; written warnings will be stricken from an employee's record six (6) months from its occurrence, and suspensions removed from an employee's record nine (9) months from its occurrence. Once removed, they shall not be used in any future situations.

It is agreed and understood that at the request of the employee, the Company is prepared to return to the employee any outstanding disciplinary letters.

8:03 Before any employee is discharged or suspended for cause, the chief steward shall be notified immediately and where possible, be present at such meeting.

8:04 Any employee whom the Company suspends or discharges, or whom it contends has lost their seniority under Article 14, shall be retained at/or returned to active work until any grievance contesting such suspension, discharge or break in service question is finally resolved through the grievance and arbitration procedure.

8:05 However, the employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge, if the alleged cause for

suspension, discharge or termination presents a danger to the safety of employees or equipment in the plant due to fighting, theft, or concerted refusal to perform their assigned work.

8:06 Grievances involving employees who are retained at work under this provision will be handled in the Expedited Arbitration Procedure unless the Union staff representative and the Vice-President of Industrial Relations mutually agree otherwise. If the Arbitrator upholds the suspension, discharge or break in service of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

8:07 The above references to suspensions, discharges and terminations are examples and are not intended to be all inclusive, but indicate how various types of issues will be handled.

8:08 If an employee is not to be retained at work in accordance with the above, the employee will be allowed to meet with the zone steward (and chief steward if on shift) before leaving the premises.

8:09 Any grievance involving suspensions, discharges or terminations shall be filed at Step Three of the Grievance Procedure within three (3) working days of the action.

ARTICLE 9—GRIEVANCE PROCEDURE

Step One

9:01 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. Both parties therefore recognize that production supervisors shall be informed as quickly as possible by the steward,

employee, or both, of any complaint. Under ordinary circumstances, a grievance does not exist until **the** production supervisor has had adequate time to investigate and deal with the matter.

It shall be mandatory that the production supervisor and the shop steward concerned fully discuss the grievance and make a positive effort to resolve it. Grievances pertaining to incentive rates shall be dealt with immediately.

In the event no satisfactory settlement is reached, the grievance shall be put in writing on the appropriate grievance form and presented by the employee(s) and/or the employee's steward to the production supervisor. The written grievance shall set out the nature of the grievance, the date of occurrence and the redress sought. An answer in writing will be given by the production supervisor and it is understood that two (2) working days will be deemed sufficient time to cover the Step One of the Grievance Procedure in its entirety.

No grievance shall be considered if the circumstances originated or occurred more than fifteen (15) working days prior to the filing of the grievance.

Following the above, if a satisfactory settlement is not reached, then within five (5) working days of receipt of the production supervisor's answer, the grievance shall be presented as follows:

Step Two

9:02 Two (2) members of the Grievance Committee, who may be accompanied by the grievant, shall present the grievance to the designated manager with such explanation and ~~dis-~~

cussion as may be necessary for proper understanding of the matter. The designated manager shall reply in writing within three (3) working days of receipt of the grievance.

Following the above, if a satisfactory settlement is not reached within five (5) working days of receipt of the designated manager's answer, the grievance shall be presented as follows:

Step Three

9:03 The president of the local and two (2) members of the Grievance Committee who may be accompanied by the grievant, shall present the grievance to the Vice-President of Industrial Relations with such explanation and discussion as may be necessary for proper understanding of the matter. The Vice-President of Industrial Relations shall within one (1) working day, schedule and within five (5) working days, convene a meeting between the president of the local, the Grievance Committee of the Union, the Vice-President of Industrial Relations and the Vice-President of Manufacturing.

It is understood the Union may be accompanied by a representative of the National Organization and management may be represented by additional personnel.

A final decision will be rendered by management within three (3) working days of holding the Step Three meeting.

ARTICLE 10—ARBITRATION

10:01 Grievances not disposed of under Grievance Procedure, dealing with interpretation, alleged violation, application or admini-

stration, may be taken to arbitration, provided either side gives written notice to the other of their intent to so proceed within thirty (30) working days of receipt of the decision rendered as a result of Step Three of the Grievance Procedure.

The Company and the Union will mutually agree upon a single arbitrator. Should the Company and the Union fail to agree upon an arbitrator within five (5) days, the Minister of Labour for the Province of Ontario shall appoint the arbitrator.

10:02 The arbitrator shall hear the evidence and render a decision as soon as possible, the intention being to have a decision within seven (7) days after the arbitrator's hearing commenced.

10:03 The decision of the arbitrator shall be final and binding upon both parties to this Agreement.

10:04 The arbitrator shall not alter or change any provision of this Agreement or give any decision inconsistent with the terms of this Agreement.

10:05 No person shall be selected as an arbitrator who has been involved in attempts to settle the grievance.

10:06 Each party shall bear the expense of the arbitrator appointed.

10:07 No grievance shall be considered by the arbitrator unless all previous steps of the procedure have been complied with.

10:08 Special grievances, in the event of discharge, shall commence at Step Three, pro-

viding the grievance is filed in writing within three (3) working days with the Vice-President of Industrial Relations.

Any arrangement considered just by the conferring parties shall dispose of the grievance.

10:09 It is understood that the Company may bring forward at any time any complaint or grievance against the Union, its officers, committeemen or stewards, and if a satisfactory settlement is not received then the Grievance Procedure may be invoked.

It is also understood that the Union may bring forward at any time any grievance concerning supervisors, safety or problems or complaints of a general nature which may be taken through the Grievance Procedure if not satisfactorily settled.

Any such grievance mentioned in this Article, not involving a production supervisor or supervisor, may commence at Step Three of the Grievance Procedure.

It is understood that any of the time limits expressed in Article 9 and 10 may be extended or curtailed by mutual agreement of both parties.

ARTICLE 11—SENIORITY

11:01 The seniority of each employee covered by this Agreement shall be established after a period of twenty-five (25) working days from the date of employment.

11:02 For a period of forty-five (45) working days from the date of employment, an employee will not have recourse to the Grievance Procedure in the event of discharge from the

Companys' service. However, after twenty-five (25) working days' service from date of employment, an employee will have recourse to the Grievance Procedure for any reason other than discharge.

New employees that are laid off during their probation and rehired within six (6) months and in this way accumulate forty-five (45) days of service over this period will be credited with their full forty-five (45) days' seniority.

11:03 The Company agrees to post lists of all employees quarterly, showing **their** seniority status and wage group. Copies of such lists will be given to the Union.

11:04 An employee will continue to accumulate seniority on an approved leave of absence, layoff, sick or accident leave.

Automation

11:05 In the event of installation of new mechanical, electronic or automated equipment that will affect the job status of any employee(s) in the Bargaining Unit, the Company will endeavour to:

(a) Give as a minimum, six (6) months advance notice before the installation of such equipment, meet with the Union Negotiating Committee and provide the Committee with data regarding proposed date of installation, number and classification of employees likely to be affected by it and then affected employees will be notified.

(b) This notice is given so that affected employees may bid for other vacancies during this period and the Company agrees to put emphasis on the seniority factor in order that **dis-**

placed employees may maintain as closely as possible their previous hourly rate, or train these employees on the new jobs that may be created, or allow affected employees to exercise their seniority as in a layoff situation and provide reasonable training on these jobs.

ARTICLE 12--LAYOFFS

12:01 In the event of a layoff, employees will be laid off on the basis of their seniority, the most junior employees being laid off first, except as provided by Article 12:02 and Article 12:06.

12:02 In all cases of layoff, local Union officers, Grievance Committee members, Negotiation Committee members and stewards shall be retained.

12:03 In the event of a layoff, an employee learning a trade in the toolroom, pattern shop, experimental department or employed under an apprenticeship program shall not be affected by such layoff, unless there is to be a reduction in the staff in the departments concerned, at which time the normal seniority provisions contained in the Agreement will take effect in accordance with the Apprenticeship Plan.

12:04 (a) In the event of a layoff or recall, the Company shall discuss and agree with the Union the question of exclusion or inclusion of specific jobs; this is to be governed solely by the continuation of the Company's efficient operation and shall include consideration of the skill and ability of the employees concerned.

Any such employees retained will work on the job for which they were retained for the majority of the time.

(b) In the event the Company decides there is an excess number of people in a classification, the most junior employees in the classification shall be declared excess. The most senior of these affected employees shall have the first right to exercise their seniority in any one of the following options:

1. Go into any open posting.
2. Displace the junior person in the plant.
3. Displace a junior person in a job where they could demonstrate ability to perform the work.

The next most senior would then exercise his seniority as above.

It is understood and agreed that such action may not always be practical and in these **incidences** the Company and the Union shall discuss and agree on the question of exclusion or inclusion of specific jobs. This is to be governed solely by the continuation of the **Company's** efficient operation and shall include consideration of the skill and ability of the employees concerned.

12:05 The Company will give the employee and the Union three **(3)** working days' notice of layoff from the plant. Where information is available, the Company will endeavour to give five **(5)** working days' notice of layoff. If the layoff is expected to exceed thirteen **(13)** weeks, then notice under the Employment Standards Act shall apply.

Emergency Layoff

12:06 In the event of a major machine breakdown, power failure, water failure, fire, or flood, then the Company may lay off the employees affected without regard to seniority and will be permitted up to two (2) working days to determine seniority rights and make proper adjustments to staff, provided that no employee may be laid off out of seniority for more than five (5) working days in a calendar year. In the case of other similar circumstances, beyond the control of the Company, the action to be taken shall be determined by mutual agreement of the parties. The Union will be notified immediately, where possible, by the Plant Manager or his superior prior to this clause being invoked.

Severance Allowance

12:07 (a) Conditions of Allowance

When the Company closes permanently a plant or discontinues permanently a department of a plant or substantial portion thereof and terminates the employment of individuals, an employee whose employment is terminated as a result thereof because he was not entitled to other employment with the Company pursuant to the provisions of the seniority article of this Agreement, shall be entitled to a severance allowance in accordance with and subject to the following provisions:

(b) Eligibility

Such an employee, to be eligible for a severance allowance, shall have accumulated three (3) or more years of continuous Company service as computed in accordance with the seniority article of this Agreement.

(c) Scale of Allowance

An eligible individual shall receive severance allowance based on one (1) week of pay for each year of continuous Company service up to a maximum of twenty-five (25) weeks.

(d) Calculation of Allowance

A week's severance allowance shall be determined in accordance with the provisions for calculation of vacation allowance as set forth in the vacations article of this Agreement.

(e) Payment of Allowance and Termination

Payment shall be made in a lump sum at the time of termination.

Acceptance of severance allowance shall terminate employment and continuous service for all purposes under this Agreement.

Payments made under this provision will not be duplicated by any monies payable under the Employment Standards Act.

ARTICLE 13—RECALL

13:01 Employees on layoff will be recalled in inverse order of seniority with the senior employee being the first to be recalled.

13:02 No new employees will be hired until all laid off employees are offered the opportunity to return to work.

13:03 Employees that are displaced from their job as a result of a layoff must be afforded first opportunity to return to their classification in the area the employee worked, once work becomes available, before any such job is posted.

ARTICLE 14—LOSS OF SENIORITY

14:01 An employee's seniority standing will be cancelled upon termination of employment or if while in a layoff status he fails to return to work or fails to notify the Company of his availability within five (5) working days from the date of posting the registered letter addressed to the employee's last address shown on the Company's records, unless a reasonable excuse is given.

14:02 An employee's seniority standing will be cancelled after a layoff through lack of work if the employee has not been given notice of recall within a period equal to his seniority.

14:03 After ten (10) years' seniority, there would be no loss of seniority through layoff for lack of work.

14:04 It is understood that after seniority is lost, a former employee can still make an application for re-employment.

14:05 It is understood that employees will not absent themselves from work unnecessarily. Accordingly, an employee who is unable to report for work as scheduled, must notify the Industrial Relations Department prior to or during the first shift of his absence.

14:06 If an employee remains away from work in excess of two (2) consecutive shifts without permission, or reporting to the First Aid Department, except in cases of emergency, which must be approved by the Industrial Relations Department, an employee will first be warned by letter and if the offence occurs again, will be given a layoff of two (2) days

without pay, one (1) week's layoff without pay for the next offence, and for the next offence he will be discharged.

ARTICLE 15—JOB POSTINGS

15:01 All vacancies in Wage Group 1—Incentive or Service-will be posted for one (1) working day. All jobs in Wage Group 2 and above, including lead hands, will be posted for three (3) working days.

15:02 Postings will be done on a plantwide basis. The Union will receive a copy of the names of the applicants upon completion of the posting period.

During their interview, employees will be advised of the approximate date when the new job would become effective. The Company will then advise the Union of the successful job applicant once that decision is made and the transfer will then be made as quickly as possible.

15:03 An employee shall not be entitled to bid for such job if he has been accepted to a prior posting within a six (6) month period, unless agreed upon by the manager for whom the employee works. An employee bidding for such a job must do so by written notice to the Industrial Relations Department within the said period.

Probationary employees will not be allowed to bid for a job posting until the completion of their forty-five (45) day probationary period.

15:04 The selection of job posting applicants will be conducted on the basis of seniority,

with the exception of lead hands, where it is **recognized** that skill and ability take precedence over seniority. Between two (2) or more employees of approximately equal standing in skill and ability, seniority shall govern.

15:05 Any experience or qualifications an employee gains on a temporary transfer will not be considered as eligible qualifications in making a permanent appointment.

15:06 Only the first vacancy resulting from a job posting will be posted.

15:07 During a recall situation, to avoid production delays, the Company may recall an employee and then post for the initial vacancy.

15:08 If for any reason a vacancy within the bargaining unit cannot be filled from within the unit, then applications received from Local 6028 will be considered.

15:09 In the event a posting is unable to be filled due to a lack of applicants, the Company shall have the right to hire from outside for a period of up to forty-five (45) days. If the forty-five (45) days should expire and the job is not yet filled, then the Company shall re-post the job in the plant.

ARTICLE 16—TEMPORARY TRANSFERS

16:01 Provided the employee possesses the skill and ability to perform the work in question, the senior man will be given preference in upgrading and the junior employee in the department will be first to be transferred to a lower rated job. Temporary transfers will proceed as follows:

Temporary Transfers — A temporary transfer will not exceed fifteen (15) working days unless **by mutual agreement, after which time the job** shall be posted. An employee temporarily transferred will return to his old job after the completion of his temporary assignment or after a maximum of fifteen (15) working days in the temporary position. An employee so transferred at the **Company's request** shall be paid his average hourly earnings or the rate of the job to which he is transferred, **whichever** is the greater.

The Union will be notified immediately when a temporary transfer occurs along with the name of the employee, the job transferred to, the duration, and the wages being paid.

The Parties agree that temporary transfers shall not be abused or invoked to avoid the job posting procedure.

16:02 Permanent work assignments between wage groups shall be made under the Job Posting provisions.

16:03 Work assignments within the same wage group shall be as required. Consideration will be given to incentive earnings when placing a man on a different assignment within a wage group. This clause is not to be used as a disciplinary clause.

Transfers from the Union

16:04 Bargaining unit employees who are transferred outside the bargaining unit and return will lose all bargaining unit seniority for purposes of layoff, recall, transfers or job postings, unless they return to the bargaining unit within six (6) months. During that period the

employee has the right to return to the bargaining unit if he so desires, with full seniority.

16:05 Bargaining unit employees who transferred out of the bargaining unit prior to June 1, 1971, and return at some future date, will retain their total seniority when and if they return to the bargaining unit.

16:06 Any such employee returning to the plant bargaining unit shall be governed by the same terms as now outlined in Article 3:02.

ARTICLE 17—LEAVES OF ABSENCE

17:01 Leaves of absence may be granted to employees, upon written request, for personal reasons, without pay. The Company reserves the right to refuse such leaves if production requirements do not permit. The Company's permission will not be unreasonably withheld. The floor supervision shall have the authority to approve leaves of absence of one week or less.

Union Leave of Absence

17:02 Leaves of absence, without pay, will be granted employees for legitimate Union Business upon written request from the president of the Local Union.

17:03 Extended leaves of absence, without pay, will be granted to employees elected or appointed to staff positions with the International Union upon written request from the International Union.

17:04 The Local Union president will be notified of all leaves granted.

Educational Leave

17:05 Leaves of absence will be granted at Union request to attend educational classes. Such leave is limited to one hundred and twenty (120) hours in total for Local 3789 U.S.W.A. in any contract year. Such leave will be paid at the employee's average earnings rate.

Maternity Leave of Absence

17:06 If a female employee because of her pregnancy wishes a leave of absence, such leave would normally start three (3) months before anticipated birth and terminate not later than three (3) months after such date.

A female employee returning to work after a maternity leave of absence must provide the Company with a doctor's certificate that she is physically capable of resuming her normal duties.

The above-mentioned employee shall notify the Company's Industrial Relations Department of her intention to return to work at least two (2) weeks prior to the anticipated date of return.

Bereavement Clause

17:07 (a) Employees shall be entitled to take up to five (5) working days off with pay at their option, in the event of the death of an employee's current spouse or child.

(b) In the event of death in an employee's immediate family, up to three (3) working days leave of absence will be granted with pay at the employee's option, at the average earnings for the standard hours of work for the day or days as applicable. By immediate family is meant: mother, father, mother-in-law, father-in-law,

brother, sister of the employee, and the grandparents of the employee or spouse.

(c) It is understood and agreed that step-parents, legal guardians and common-law relationships are covered by the above.

Court Duty

17:08 The Company will pay an employee who is required to serve on a jury or appear as a witness, the difference between his normal earnings for the time he was absent and the payment he received for jury duty or appearing as a witness. The employee will present proof of attendance and the amount of pay received.

**ARTICLE 18—PLACEMENT OF
PHYSICALLY RESTRICTED
EMPLOYEES**

18:01 Employees who are unable to perform their regular work as a result of an industrial accident, age or other infirmity, may be exempted from the seniority provisions by mutual agreement between the Company and the Negotiating Committee and the disabled worker involved. The Company will make every effort to give such employees preference on any work which he is capable of performing.

It is understood that under this clause no employee may displace any employee holding greater seniority.

ARTICLE 19—SUBCONTRACTING

19:01 The Company intends to keep as much work in the plant as is economically sound, but from time to time competitive costs make

it necessary to have work done by other than Bargaining Unit employees. The Company, however, agrees not to contract work out that is normally performed within the plant by Bargaining Unit employees, without giving the Union reasonable advance notice in writing of its intention to do so.

19:02 Following receipt of the notice, the Union may request that the Company meet with the Union Negotiating Committee to discuss and consider any proposal of the Union to keep work in the plant.

ARTICLE 20—OPEN END WAGE CLAUSE

20:01 It is agreed that the wage and hours of work structure may be **re-opened** for discussion at any time during the contract year with reasonable notice.

ARTICLE 21—BULLETIN BOARDS

21:01 The Company agrees ~~to~~ allow the Union to provide, at Union cost, four (4) bulletin boards at convenient locations to post approved Union notices. All notices for posting shall be submitted to Industrial Relations for approval prior to their being posted.

ARTICLE 22—COPIES OF THE AGREEMENT

22:01 The Company and the Union desire every employee to be familiar with the provisions of this Agreement, and his rights and duties under it. For this reason the Company



will print the Agreement and management will give a copy to each employee and give copies to the Union such as it may require; also the book shall be printed by **GSW**, or by a Union shop, and shall be of pocket size.

ARTICLE 23—SCHEDULES AND APPENDICES

23:01 The following schedules and appendices will be attached to this Agreement and be **part** of this Agreement:

Job Classifications	Schedule "A"
Wage Rates, C.O.L.A. Clause	Schedule "B"
Working Conditions	Schedule "C"
Incentive Plan	Schedule "D"
Vacations	Schedule "E"
Zones for Stewards	Schedule "F"
Insurance Programs	Appendix I
Health Benefits	Appendix II
Pension Plan	Appendix III
Apprenticeship Program	Appendix IV
Letters of Intent	Appendix V
Letter of Agreement	Appendix VI
Glossary of Terms	Appendix VII

ARTICLE 24—DURATION

24:01 This Agreement shall remain in effect for thirty-six (36) months from August 1, 1987 to July 31, 1990, and unless either party gives to the other party written notice of termination or of a desire to amend the Agreement within

a ninety (90) day period prior to the termination date, then it shall continue in effect for a further year without change and so on from year to year thereafter.

Date Signed: February 26, 1988

Signed on behalf of:

THE COMPANY

JOHN E. EWENSON

Vice-President Industrial Relations

BRENT M. DYKEMAN

Personnel Manager

MIKE NIEDZWIECKI

Superintendent

FOR THE UNION

JAMES STEWART

Representative

ROBERT PRINGLE

President

PETER DEMMANS

RICK SANDERSON

SCHEDULE A-JOB CLASSIFICATION

1. Service Occupations

<u>Group 1</u>	<u>Labourer</u>
Group 2	Serviceman Helper
Group 3	Painter/Handyman Trucker-In-Plant
Group 4	Receiver Shipper Storekeeper
Group 5	Maintenance Helper
Group 6	Inspector/Packer Inspector/Tester Pattern Maker Receiving Inspector
Group 7	Experimental Serviceman
Group 7A	Trucker-Highway
Group 9	Quality Assurance Inspector

2. Incentive Occupations

Group 1

Assembler, Class 2

Group 2

Assembly Line Repairman
Assembler, Class 1
Assembly Line Floater
Brake and Shear Set-Up and Operate
Broaching
Casing Fabricator
Drills
Drill Press-Radial

Hand Grinder
Machine Operator
Machine Helper
Machine Welder-Training
Polish and Buff
Punch Press
Rubber Roller
Sand Blast M/C
Spray Painter
Vulcanizer
Welder-Spot

Group 3

Automatics, Class 2
Boring Mill, Class 2
Enamel Sprayer (Auto)
Enamel Sprayer (Hand)
Fabricator-S/S Tubs
Foam Operator
Galvanizer
Gear Cutter, **Hob** and Shape
Grinder, Centreless, Ext., Class 2
Lathe--Turret, Class 2
Lathe--Copy, Class 2
Machine Welder
Machinist-Prod., Class 2
Mill Room Attendant
Milling M/C
Punch Press--**Set-Up/Insp.**
Tapping-Tanks
Welder Arc-Training

Group 4

Automatics, Class 1
Boring Mill, Class 1
Combo Mill Op.
Carando Mill Op.
Grinder-Centreless, Class 1

Lathe-Turret, Class 1
Lathe-Copy, Class 1
Lathes-Engine
Machinist Prod., Class 1
Welder-Arc
Toledo Press Operator

3. Skilled Trades

Group S-1 (A & B) Machine Maintenance
& Millwright
Pipefitter
Preventative Maintenance
Sheet Metal Worker
Lift Truck Mechanic

Group S-2 (A & B) Welder-Maintenance

Group S-3 (A & B) Electrician
Gauge Room Attendant
Precision Machinist—
Toolroom

Group S-4 (A & B) Electrician-Electronic
Product Developer
Tool and Die Maker

Group S-5 (A) Electronic—Electrician
(Welder)

SCHEDULE B—INCENTIVE RATES

Effective: August 1, 1987

	Job Rate	Set-Up Rate	Lead Rate	Set-Up and Hand Lead Hand Rate
1.	8.32	N/A	8.50	N/A
2.	8.39	8.57	8.57	8.74
3.	8.45	8.63	8.63	8.80
4.	8.51	8.69	8.69	8.86
3A.	8.63	8.80	8.81	8.98
4A.	8.69	8.86	8.87	9.04

Effective August 1, 1987—50 cents add-on

Effective August 1, 1988—33 cents add-on

Effective August 1, 1989—33 cents add-on

Note: Wage increase and **add-ons** to be used when calculating overtime pay and average earnings.

SKILLED RATES

Year I-August 1, 1987 to July 31, 1988

A Group				
S-1	14.70	14.76	14.82	
S-2	14.90	14.96	15.02	
S-3	14.94	15.04	15.13	15.22
S-4	15.06	15.18	15.30	15.42
S-5	15.26	15.38	15.50	15.62

B Group				
S-1	14.40	14.46	14.52	
S-2	14.60	14.66	14.72	
S-3	14.64	14.74	14.83	14.92
S-4	14.76	14.88	15.00	15.12

*****Note:** Six (6) month training period for **S-5** (A) classification.

Lead Hand Allowance for Skilled Trades —
40 cents

Note: Skilled Trades (A) are tradesmen holding apprenticeships and tradesmen who can verify a minimum of ten (10) years in their trade.

Skilled Trades (B) are tradesmen who have less than ten (10) years in their trade.

SKILLED RATES

Year II—August 1, 1988 to July 31, 1989

A Group

S-1	15.43	15.49	15.55	
S-2	15.63	15.69	15.75	
S-3	15.67	15.77	15.86	15.95
S-4	15.79	15.91	16.03	16.15
S-5	15.99	16.11	16.23	16.35

B Group

S-1	15.13	15.19	15.25	
S-2	15.33	15.39	15.45	
S-3	15.37	15.47	15.56	15.65
S-4	15.49	15.61	15.73	15.85

***Note: Six (6) month training period for S-5 (A) classification.

Lead Hand Allowance for Skilled Trades —
40 cents

Note: Skilled Trades (A) are tradesmen holding apprenticeships and tradesmen who can verify a minimum of ten (10) years in their trade.

Skilled Trades (B) are tradesmen who have less than ten (10) years in their trade.

SKILLED RATES

Year III-August 1, 1989 ta July 31, 1990

A Group

S-1	15.76	15.82	15.88	
S-2	15.96	16.02	16.08	
S-3	16.00	16.10	16.19	16.28
S-4	16.12	16.24	16.36	16.48
S-5	16.32	16.44	16.56	16.68

B Group

S-1	15.46	15.52	15.58	
S-2	15.66	15.72	15.78	
S-3	15.70	15.80	15.89	15.98
S-4	15.82	15.94	16.06	16.18

*****Note:** Six (6) month training period for S-5 (A) classification.

Lead Hand Allowance for Skilled Trades —
40 cents

Note: Skilled Trades (A) are tradesmen holding apprenticeships and tradesmen who can verify a minimum of ten (10) years in their trade.

Skilled Trades (B) are tradesmen who have less than ten (10) years in their trade.

SERVICE GROUP

Year I-August 1, 1987 to July 31, 1988

1. Rates:

Group 1	11.72			
Group 2	11.70	11.76	11.82	
Group 3	11.80	11.86	11.92	
Group 4	11.90	11.96	12.02	
Group 5	12.02	12.08	12.14	
Group 6	12.14	12.20	12.26	
Group 7	12.14	12.24	12.33	12.42
Group 7A	12.39	12.49	12.58	12.67
Group 8	12.26	12.38	12.50	12.62
Group 9	12.79	12.91	13.03	13.15

2. Lead Allowance — 40 cents

3. Stocktaking — 12.02

Note: Service rates by automatic progression on twenty (20) working day periods.

SERVICE GROUP

Year II-August 1, 1988 to July 31, 1989

1. Rates:

Group 1	12.05			
Group 2	12.03	12.09	12.15	
Group 3	12.13	12.19	12.25	
Group 4	12.23	12.29	12.35	
Group 5	12.35	12.41	12.47	
Group 6	12.47	12.53	12.59	
Group 7	12.47	12.57	12.66	12.75
Group 7A	12.72	12.82	12.91	13.00
Group 8	12.59	12.71	12.83	12.95
Group 9	13.12	13.24	13.36	13.48

2. Lead Allowance — 40 cents

3. Stocktaking — 12.35

Note: Service rates by automatic progression on twenty (20) working day periods.

SERVICE GROUP

Year III-August 1, 1989 to July 31, 1990

1. Rates:

Group 1	12.38			
Group 2	12.36	12.42	12.48	
Group 3	12.46	12.52	12.58	
Group 4	12.56	12.62	12.68	
Group 5	12.68	12.74	12.80	
Group 6	12.80	12.86	12.92	
Group 7	12.80	12.90	12.99	13.08
Group 7A	13.05	13.15	13.24	13.33
Group 8	12.92	13.04	13.16	13.28
Group 9	13.45	13.57	13.69	13.81

2. Lead Allowance — 40 cents

3. Stocktaking — 12.68

Note: Service rates by automatic progression on twenty (20) working day periods.

SCHEDULE B--

COST OF LIVING ALLOWANCE

2:01

YEAR I

Based on the July 1987 C.P.I. (1981 = 100), C.O.L.A. will trigger on the basis of one (1) cent for each 0.15 rise in the C.P.I. after a 3.0 point increase has been reached. C.O.L.A. will be adjusted quarterly to the July 1988 index and will be carried as an add-on.

YEAR II

Based on the July 1988 C.P.I. (1981 = 100), C.O.L.A. will trigger on the basis of one (1) cent for each 0.15 rise in the C.P.I. after a 2.5 point increase has been reached. C.O.L.A. will be adjusted quarterly to the July 1989 index and will be carried as an add-on.

YEAR III

Based on the July 1989 C.P.I. (1981 = 100), C.O.L.A. will trigger on the basis of one (1) cent for each 0.15 rise in the C.P.I. after a 2.5 point increase has been reached. C.O.L.A. will be adjusted quarterly to the end of the contract at which time C.O.L.A. will be prorated into the incentive rates at an applicable factor to be determined by the parties.

Actual payment of the adjustment will take place on the first pay day following the publishing of the C.P.I. for the applicable month.

Note:

Contract raises which directly affect incentive rates will be carried as an add-on for the duration of the contract. At the end of the contract, these increases will be prorated into the base rates consistent with the applicable incentive earnings. Employees will be credited with the contract increases when computing overtime.

Incentive Rates

3:01 Incentive rates will be granted, calculated and paid on a job basis per day.

Shift Premium

4:01 Employees required to work shiftwork will be paid an off-shift premium of forty-nine (49) cents per hour for the second shift and ~~forty-nine (49)~~ **forty-nine (49)** cents per hour for the third shift. Employees on ~~two (2)~~ **two (2)** shift basis will be ~~paid~~ **paid** an off-shift ~~premium~~ **premium** of forty-nine (49) cents per hour.

4:02 Effective August 1, 1988, off-shift rates are fifty-five (55) cents per hour.

SCHEDULE C-WORKING CONDITIONS

1. The factory will work on a forty **(40)** hour week.

(a) The normal shifts will be as follows:

First **Shift**—

7:30 a.m. to noon, **12:30** p.m. to **4:00** p.m. with one half ($\frac{1}{2}$) hour unpaid lunch.

Second **Shift**—

4:45 p.m. to **1:15** a.m. with one half ($\frac{1}{2}$) hour lunch break.

Three Shift **Operations**—

11:45 p.m. - **7:45** a.m.

7:45 a.m. - **3:45** p.m.

3:45 p.m. - **11:45** p.m.

One half ($\frac{1}{2}$) hour lunch will be paid at job rate for the three **(3)** shift operation.

It is understood that the work load may necessitate changes in the starting and stopping times of shifts. The Company agrees to notify and explain in advance to the Union the need for such changes.

An employee who is required to change shifts will be given at least one **(1)** working day's notice of such change. The employee who is prevented by a change in shift, from completing his regular shift, will be paid for the time which was not made available to him.

2. The normal daily hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any number of hours to be worked.

3. Overtime of one and one-half (1½) times the regular rate shall be paid to all hourly paid employees **for the** first four (4) hours worked in excess of the normal daily hours of work and for the first four (4) hours on Saturday, with the exception of the shifts which normally start or finish on the Saturday.

Overtime at the rate of twice (2) the regular rate will be paid to all hourly paid employees for continuous hours worked in excess of four (4) hours overtime on a daily basis and for all hours worked on a Sunday, excepting the shifts which normally start or finish on the Sunday. After four (4) hours continuous work on a Saturday, double (2) time will be paid.

Incentive workers will be paid overtime at the appropriate overtime rate when applicable, on their incentive base rate and on their incentive earnings earned during the overtime period worked. No overtime premium will be paid on cost of living **add-ons**, lead hand premiums or shift differentials.

All overtime is voluntary and is to be shared by those employees normally performing the work. Employees agreeing to work overtime will be expected to perform such overtime. Employees unable to report for such overtime must notify their supervisor prior to the overtime shift.

4. Any employee required to work on a statutory holiday shall be paid one and one-half (1½) times the regular rate for all time worked on such holiday observed by the Company, with the exception of the shift which normally starts or finishes on the holiday.

5. Rest periods of ten (10) minutes in each half of a shift will be allowed.

6. The following holidays will be observed by the Company; namely:

	1987	1988	1989	1990
New Year's Day		Fri., Jan. 1	Mon., Jan. 2	Mon., Jan. 1
Heritage Day		Mon., Feb. 15	Mon., Feb. 20	Mon., Feb. 19
Good Friday		Fri., Apr. 1	Fri., Mar. 24	Fri., Apr. 13
Victoria Day		Mon., May 23	Mon., May 22	Mon., May 21
Canada Day		Fri., July 1	Fri., June 30	Mon., July 2
4 Civic Holiday	Mon., Aug. 3	Mon., Aug. 1	Mon., Aug. 7	Mon., Aug. 6
Labour Day	Mon., Sept. 7	Mon., Sept. 5	Mon., Sept. 4	Mon. Sept. 3
Thanksgiving Day	Mon., Oct. 12	Mon., Oct. 10	Mon., Oct. 9	Mon., Oct. 8
Day Before Christmas	Thurs., Dec. 24	Fri., Dec. 23	Fri., Dec. 22	Mon., Dec. 24
Christmas Day	Fri., Dec. 25	Mon., Dec. 26	Mon., Dec. 25	Tues., Dec. 25
Boxing Day	Mon., Dec. 28	Tues., Dec. 27	Tues., Dec. 26	Wed., Dec. 26
Festive Holiday	Tues., Dec. 29	Wed., Dec. 28	Wed., Dec. 27	Thurs., Dec. 27
Festive Holiday	Wed., Dec. 30	Thurs., Dec. 29	Thurs., Dec. 28	Fri., Dec. 28
Festive Holiday	Thurs., Dec. 31	Fri., Dec. 30	Fri., Dec. 29	Mon., Dec. 31

7. The Company agrees to pay all employees at their respective average hourly earnings basis for the last quarter of the above holidays, provided the employee has twenty-five (25) **working days seniority** and that he works the **scheduled shift before** and the scheduled shift after the holiday unless ill, death in the family, or for excused **absence** on Union or Company business.

8. If an employee is summoned by the Company to return for the performance of any emergency work other than his regular scheduled working hours, he shall be paid at the rate of time and one-half (1½) for all hours worked pursuant to such summons and shall, in any event, be paid for a minimum of four (4) hours work at the rate of time and one-half (1½) even though he may have worked less than four (4) hours.

It is **recognized** that due to the nature of our business, it is essential to maintain a Sales and Service Facility on a "round the clock" basis.

Sales and Service personnel who are "called in" for after-hours service shall receive a flat rate of twenty (20) dollars for coming in (to include up to one (1) hours work). If the time worked is in excess of one (1) paid hour, the balance of time worked will be paid for at the applicable overtime rate.

9. Any employee who reports for work when there is no work available for him, or in the event that only one (1) employee reports for work on the third shift, they shall be paid a minimum of four (4) hours pay at their regular hourly rate.

SCHEDULE D-INCENTIVE PLAN

Article 1

It is agreed that in removing **B.M.T.** from the contract that any existing rates in effect that were **established** through **B.M.T.** will not be affected by the removal of reference to **B.M.T.** The **method** to be followed in the taking of time studies when stopwatch times are used.

1:01 A workman when being studied shall perform his work in accordance with the **Company's** instructions, and shall otherwise cooperate to give a performance which is representative of the actual conditions under which the job is being studied.

1:02 The Union shall have the right to grieve concerning any production standard and any matters relating to a particular time study. If the rate is in dispute, the Union shall have the right to inspect all data pertaining to the standard.

1:03 In the event of a standard being grieved, the Union shall have full opportunity at any time, after the time study is taken, to compare the circumstances and conditions under which the study was taken with the actual operating conditions of the job.

1:04 The Company agrees that, prior to the study, the worker or workers shall be advised.

1:05 In the event of a standard being grieved and a **re-time** study being decided upon, such **re-study** will be made within five (5) days of the reply to the grievance or in the case of irregular jobs, shall be retimed immediately if it is still running, or immediately upon the next

startup. Any additional earnings resulting shall be paid retroactively.

1:06 If any observed time is not used in the calculation of the standards, the reason will be stated.

1:07 In the event of a **re-study**, a minimum of thirty (30) minute study or twenty (20) observations; whichever is the greatest, shall be made unless otherwise agreed.

1:08 In case of dispute of a time study and a **re-study** is agreed to, a different worker may be used for the **re-study** if two (2) or more employees are performing the operation with reasonable **efficiency**, and will be used if the Union so requests.

1:09 All work performed during a time study shall be inspected in the normal way. If the number of -rejects is abnormally large to a degree which might affect the validity of the study, then a **re-study** shall be made.

1:10 Upon conclusion of a time study and before the Company's time study man leaves the operation, he will supply to the worker who was time studied:

1. The exact total period of time over which the time study took place.
2. The number of pieces that were produced during the time study.

In the event of a **re-study**, the Company's time study man will supply to the steward of the department in which the time study has taken place:

1. The exact period of time over which the **re-study** took place.

2. The number of pieces that were produced during the re-study.
3. The approximate effort rating of the re-study.

1:11 In determining the selected time for each element of an operation, a simple arithmetic average of the retained times shall be used.

1:12 Incentive employees will receive payment based on their average hourly earnings for up to one and one-half (1½) hours of downtime. If the supervisor has no alternate incentive work available for the employee and the downtime continues beyond one and one-half (1½) hours, the employee will be paid at one hundred and twenty-five (125) percent for the balance of downtime on any shift.

1:13 When a B.M.T. studied job works through a rest period, the employee will be paid for the rest period at the incentive rate earned on that job.

1:14 Employees will be paid their average hourly earnings when temporarily assigned to jobs without rates.

1:15 Employees assigned to short-run jobs will be paid at average earnings.

1:16 Any adjustments to employees' time sheets shall be brought to the attention of the employee when the change is made.

Article 2

2:01 Any alleged unfairness as to incentive standards or any inequities in incentive standards for similar or comparable work shall be

dealt with in accordance with the Grievance Procedure hereinbefore provided and, if proven, shall be adjusted accordingly.

2:02 The Company may set production and time standards by any method that is fair to the worker and the Company. Before using a particular method, the Company will advise the Union of its intention, and if the Union so desires, will explain the method.

2:03 The Union shall have the right to grieve any standard that is considered unfair, and if they grieve, shall be entitled to inspect the data pertaining to the standard.

2:04 Established production standards shall remain unchanged except when the Company changes the method, materials, tools, OR equipment (other than maintenance, or replacement changes) or inspection standards and such change or changes affect the production standard to the extent of plus or minus five (5) percent or more, or except in the case of clerical error or when changed by mutual consent. "It is **recognized** that when making such changes in Production Standards, it is desirable to incorporate the revised standards as soon as possible after the changes."

2:05 If the standards, whether temporary or **permanent**, are not issued within twenty-four (24) hours after the study of the operation, the reason for further delay shall be given.

2:06 Temporary standards are intended to be used only in cases where it would not be possible to set a permanent standard on a satisfactory basis at a reasonable cost. Where permanent standards cannot be established the

Company will make every reasonable effort to set temporary standards.

2:07 Temporary standards are not to run beyond a limited time. "Limited Time" as meant in this paragraph shall be deemed to mean a period of forty (40) hours on the operation or three (3) production runs, whichever occurs first, at which time the Company will issue a permanent standard, but if mutually agreed, these specific limitations shall not apply to production lines.

2:08 If a permanent standard is not set at the expiry of the "Limited Time", the temporary standard shall be deemed permanent.

2:09 Production standards shall be set on the basis of one hundred (100) percent representing the performance of average experienced workers suited to the job working at a normal day-work pace with standard material and equipment and working under the specified standard conditions. Such standards will reward incentive employees with a one (1) percent increase in earnings over the job base rate for each one (1) percent increase in production above the level called for by the standards.

Production standards will be set to provide experienced employees of average ability, working at normal incentive pace with a bonus opportunity of twenty-five (25) percent of the basic hourly rate.

2:10 All new production standards shall include an allowance of twenty-five (25) percent for machine control time.

2:11 The Company agrees to maintain the existing method of allowance computation on

existing jobs and new jobs using the stopwatch method.

2:12 All new Production Standards shall include an allowance for **delays** and **contingencies** which occur on the job and which **are** not paid for separately. Unless a ratio delay or process study indicates otherwise, the allowance shall be five and one-half ($5\frac{1}{2}$) percent.

2:13 When making the time study of a job, the Company's data shall show all of the elements into which the job has been broken down, the element breaking points, the **sequence** of elements, the method, the motion **pattern**, the **location** of tools, equipment, stock, **and** all other conditions that might have a significant effect on the employee's performance; the study shall **specify** the **speeds** and feeds **applicable** to the **machine** and the job and shall specify such other constants applicable to the work being performed.

2:14 The method and condition referred to in the foregoing should be recorded in sufficient detail so that the job and significant conditions surrounding it may be reproduced or examined at any time in the future as nearly as possible as they were at the time of the study.

2:15 When an employee is prevented from making the normal incentive rate due to **off-standard** condition(s) or the use of a **non-authorized** rate, he may approach his production supervisor and request that a Standards Man check his job. The employee shall be adjusted for wages lost provided, when the job is checked, the condition(s) is shown to have caused the rate to be incorrect. When the **off-standard** condition(s) is corrected, the standard

will be re-implemented. The Union agrees that such requests will not be made without cause. The Company agrees to respond to the employee's request as quickly as reasonably possible. Such adjustment to normal earnings will be made by the following pay period.

Article J-Duties of Time Study Steward

3:01 Two (2) employees who have been selected by the Local of the Union will be trained with the Company personnel and will take part in Time Study application under the incentive plan as set out below:

3:02 Duties and function of the Time Standard Steward shall include:

(a) When directed by the Union, he shall examine data and elemental time study formula, the basic data on which they have been determined, and the principle of the procedure by which they shall be applied to establish time standards.

(b) The investigation of all conditions which may be involved in any grievance or complaint in connection with the time standard.

1. Investigate the accuracy, completeness and sufficiency of time studies reported to justify the selection of the time values of the elements or motions.
2. Review the composition of analysis of the formula to ascertain the completeness of the same with regard to allowance for personal time, fatigue, incidental delays that occur at regular intervals in any job.

(c) Provide the Union officers, stewards and

members with proper explanations of Time Standards and where changes may be made in the same, due to change of methods, materials, equipment, quality requirements or **conditions**.

1. Prepare reports of the analysis of time study data used to establish any Time Standard that may be in dispute or under review.
2. Investigate any Time Standard subject to review as directed by the Union and investigate any Time Standards in dispute and submit recommendations for corrective measures.

In accordance with this procedure, if the Time Standards Steward, after investigation, is not satisfied with the Time Standard, he will so report to the supervisor of the department concerned, and the supervisor will arrange to get the Methods and Time Study man responsible for setting the Time Standard in question and the Union Time Standard Steward together, and the three (3) above-named shall endeavour to reach a satisfactory solution to the point or points in question. Should the three (3) above-named be unable to reach agreement on the matter, then the matter may be the subject of a grievance and dealt with in accordance with the provisions of the Grievance Procedure as set out in the Collective Agreement.

3:03 The Time Standard Steward shall at all times have access to all records and papers of the Methods and Time Study Department pertaining and relevant to the Time Standard then being investigated by the above-named Steward.

SCHEDULE E-VACATIONS

1. After completion of one (1) year's service and having worked fifteen hundred (1500) qualifying hours or more by July 1, two (2) weeks (ten [10] working days) vacation with pay, or four (4) percent, whichever is the greater, will be granted.

After completion of five (5) years' service and having worked fifteen hundred (1500) qualifying hours or more by July 1, three (3) weeks (fifteen [15] working days) vacation with pay, or six (6) percent, whichever is the greater, will be granted.

After completion of ten (10) years' service and having worked fifteen hundred (1500) qualifying hours or more by July 1, four (4) weeks (twenty [20] working days) vacation with pay, or eight (8) percent, whichever is the greater, will be granted.

After completion of twenty-five (25) years' service and having worked fifteen hundred (1500) qualifying hours or more by July 1, five (5) weeks (twenty-five [25] working days) vacation with pay, or ten (10) percent, whichever is the greater, will be granted.

Commencing August 1, 1988, after completion of twenty (20) years' service and having worked fifteen hundred (1500) qualifying hours or more by July 1, five (5) weeks (twenty-five [25] working days) vacation with pay, or ten (10) percent, whichever is greater, will be granted.

NOTE: Retiring Employees

All retiring employees will receive full holiday pay based on their entitlement in

the year of their retirement, unless the employee has used a portion or all of that entitlement during **the year**.

2. All employees, who by July 1 in a current year have worked less than fifteen hundred (1500) qualifying hours since the previous July 1, shall receive vacation pay equal to four (4) percent, six (6) percent, eight (8) percent or ten (10) percent of their earnings according to whether their seniority is as described in paragraph one.

3. The vacation year will be from July 1 to June 30, but by arrangement the Company agrees to **extend** this vacation period to August 31. Vacations will not accrue from one year to another.

In the event the Company requires an employee to work during the annual vacation shutdown, such employee will be given the opportunity to advance his vacation from July to June for that vacation year.

4. Employees with less than one (1) year's seniority by July 1 will receive four (4) percent of earnings.

5. Two (2) weeks, ten (10) working days vacation must be taken during the vacation shutdown. The summer vacation shutdown will be established by the Company and posted no later than March 31.

The balance of the vacation, if any, may be taken in accordance with Clause 3 at the employee's discretion. The Company may schedule the third week of an employee's vacation entitlement, which had

not been previously scheduled by the employee, to offset an impending layoff, after discussion with the Union to completely review the circumstances of the layoff. It is, however, agreed and understood, that for the efficient operation of the plant, vacations must be taken in an orderly method. If in the opinion of the supervisor, an employee's selection of vacation would seriously affect the operation of the department, then the supervisor may request the employee change his selection.

6. Forty-eight (48) hours' notice shall be given to the production supervisor concerned in these cases, provided, however, that lesser notice will be regarded as adequate when there are extenuating circumstances.
7. An employee's vacation shall be paid as taken! however, at the employee's request, vacation pay shall be paid in full prior to the taking of the vacation if notice is given by the employee two (2) weeks or more in advance of his or her vacatin period.
8. (a) Commencing with vacations taken and payable in 1988, provided an employee has completed a year's service prior to the vacation, a bonus of eighty (80) dollars for each week of vacation will be paid.
(b) Commencing with vacations taken and payable in 1989, provided an employee has completed a year's service prior to the vacation, a bonus of eighty-five (85) dollars for each week of vacation will be paid.
(c) Commencing with vacations taken and payable in 1990, provided an employee has

completed a year's service prior to the **vacation**, a **bonus** of ninety (**90**) dollars for each week of vacation will be paid. Employees with twenty-five (**25**) years or more service will receive one hundred twenty-five (**125**) dollars per week of vacation rather than the ninety (**90**) dollars per week.

SCHEDULE F—ZONES FOR STEWARDS

1. Zones for Stewards will be as follows:

Industrial Area

Zone 1—**Press** and Metal Subassembly, Paint Line, Lathes, Grinders, Automatics, Drills, **Hobbers, Bullards**, Inspectors, Quality Assurance.

Zone 2—**Toolroom** and Crib, Maintenance, **Cleaning**.

Zone 3—**Shipping/Receiving/Stores**, Inside Trucks, Transports.

Pump Area

Zone 4—**Assembly**, Machining, Tanks, **Galvanizing**.

Water Heater Area

Zone 5—**Assembly** Line Subassembly (two [2] stewards).

Zone 6—**Tank** Fabrication, Enamel Shop, Presses (four [4] stewards).

APPENDIX I

INSURANCE PROGRAMS

ARTICLE I-GROUP INSURANCES

1:01 The Company agrees to continue in effect the Group Accident and Sickness Insurance Plan and the Group Life Insurance Plan during the lifetime of this Agreement unless changed by mutual consent.

1:02 The Company will pay one hundred (100) percent of the present and future premiums for the first nineteen thousand (19,000) dollars life insurance. The nineteen thousand (19,000) dollars Accidental Death and Dismemberment Insurance Plan will be maintained one hundred (100) percent by the Company during this Agreement.

1:03 As of August 1, 1988, the Company will pay the premiums for an additional one thousand (1,000) dollars life insurance and accidental death and dismemberment insurance.

1:04 As of August 1, 1989, the Company will pay the premiums for an additional one thousand (1,000) dollars life insurance and accidental death and dismemberment insurance.

APPENDIX II
HEALTH BENEFITS

**ARTICLE I—WEEKLY INDEMNITY
INSURANCE**

1:01 Weekly Indemnity Insurance on a 1-4-39 basis will be paid one hundred (100) percent by the Company in the following amount: as of August 1, 1983, Weekly Indemnity will be two hundred and thirty (230) dollars weekly for active employees.

**ARTICLE 2—ONTARIO HOSPITAL
INSURANCE PROGRAM**

2:01 During the life of this Agreement, the Company agrees to continue to maintain one hundred (100) percent of the costs of O.H.I.P. for all employees covered by this Agreement.

ARTICLE J—DRUG PLAN

3:01 During the life of this Agreement, the Company agrees to continue to maintain one hundred (100) percent of the costs of a thirty-five (35) cent deductible drug plan.

ARTICLE 4—DENTAL PLAN

4:01 The Company will pay one hundred (100) percent of the cost for a Blue Cross No. 7 Dental Plan with Riders No. 1, No. 2, and No. 3 as current O.D.A. Schedule of Fees.

4:02 Effective January 1, 1988, the Company will pay the above as current O.D.A. Schedule of Fees.

4:03 Effective January 1, 1989, the Company

will pay **the** above as current **O.D.A.** Schedule of Fees.

4:04 Effective January 1, 1990, the Company will pay the above as current **O.D.A.** Schedule of Fees.

ARTICLE 5—VISION CARE PLAN

5:01 During the life of this Agreement, the Company **agrees** to continue to maintain the costs of providing one hundred (100) dollars each twenty-four (24) months (employees and dependents) towards the cost of prescription eyeglasses.

ARTICLE 6—HEARING AID PLAN

6:01 During the life of this Agreement the Company agrees to continue to maintain the costs of providing (500) dollars each thirty-six (36) months (employees and dependents) towards the cost of purchasing a hearing aid.

ARTICLE 7—SAFETY AND HEALTH

7:01 (a) The Company and the Union will co-operate in their continuing objective to eliminate accidents and health hazards. The Company shall make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. The Company, the Union, and the employees **recognize** their obligations under the Ontario Provincial Safety and Health Legislation, in order that this objective be accomplished, both the Company and the Union must make every effort to have their foremen, supervisors, and stewards educated with regard to the Occupational Health and Safety Act.

- (b) An employee shall report to his immediate supervisor:
 - (i) the absence of or defect in any equipment or protective device of which he is aware,
 - (ii) any conditions which affects the health and safety of the employee,
 - (iii) where an employee is being effected by a condition that is not related to his job description.

7:02 The Company will reply in writing within five (5) working days to a written complaint regarding safety, health or environmental conditions.

7:03 (a) The Company and the Union agree to maintain a joint Safety and Health Committee consisting of four (4) employees selected by the Union and an equal-number of management representatives selected by the Company.

(b) 1. The Safety Supervisor and Chairman of the Union Safety Committee will make monthly inspections of the plant, as well as the inspection of new processes and equipment prior to initial operation. The Union Safety Committee member or his designate will accompany them in each area on their monthly inspection.

2. The Committee will meet regularly to discuss such safety and health matters which may be brought before it by either the Union or the Company. The parties may meet more often if necessary, but not less than once every two (2) months.

3. Investigate promptly all accidents involving fatalities and disabling injuries in-

volving or having potential for extended loss of time and make recommendations for preventative action.

4. Prepare minutes of all meetings and reports of all inspections.

(c) The Union Safety and Health Committee Chairman, or his designate, shall be allowed reasonable time off, upon receiving permission from the production supervisor, to attend to matters pertaining to safety and health in the plant.

7:04 The Company shall continue to provide safety training and orientation programs to employees and new employees shall receive such training before being put onto their job.

7:05 1. An employee shall immediately report unsafe equipment, conditions or practices to his supervisor who shall investigate and take steps to correct the situation. Failing that, the Safety Supervisor and Union Safety Committee Chairman shall be **notified**.

2. If the **employee** is not satisfied with the results of the investigation, the Company shall immediately notify a Ministry of Labour inspector who shall inspect the workshop and determine if a hazard still exists.

7:06 The Company agrees to provide the protective devices and other equipment necessary to safeguard employees from injury in accordance with prevailing practices.

7:07 Where necessary, the Company shall conduct in-plant air sampling, noise testing, and hearing loss testing programs. The results of the air sampling and noise testing will be made available to the Local Union.

7:08 The Company will compensate Safety and Health Committee members of time spent during regular working hours.

7:09 The Company will keep the Local Union and employees informed in writing of all chemical substances, solvents, compounds, etc., that are to be used in the workplace. In addition, information shall be provided on the safe handling methods and actions to be taken if exposure occurs.

7:10 Where an employee is employed in a remote area and may not be able to secure close assistance, the Company shall devise some method of checking on the well-being of the employee to intervals which are reasonable and practicable under the circumstances.

7:11 All shifts shall have at least one (1) person trained and certified in first aid, and the name shall be posted.

7:12 The Union Safety and Health Committee Chairman or his designate shall accompany a government inspector on his tour of the plant.

7:13 If an employee suffers a fatal accident while at work, the Company shall immediately notify the Union.

7:14 The Company will forward copies of all government inspection and industrial hygiene reports to the Chairman of the Union Safety and Health Committee or his designate.

7:15 In the first and second contract year, the Company agrees to pay forty (40) dollars toward the purchase of safety shoes, upon proof of purchase, for permanent employees. Effective August 1, 1989, this amount will be increased to fifty (50) dollars.

APPENDIX III
COMPANY PENSION

1:01 New employees at **Fergus** will be automatically enrolled in the **GSW** Negotiated Pension Plan upon completion of their probationary periods.-

1:02 All employees will contribute two dollars and ten cents (**\$2.10**) per week toward the cost of the pension.

1:03 The future service pension of the **GSW** Negotiated Plan will be increased to sixteen (**16**) dollars per month for each year of credited service accruing on and after August **1, 1987**.

1:04 The future service pension of the **GSW** Negotiated Plan will be increased to seventeen (**17**) dollars per month for each year of credited service accruing on and after January **1, 1988**.

1:05 The future service pension of the **GSW** Negotiated Plan will be increased to eighteen (**18**) dollars per month for each year of credited service accruing on and after January **1, 1989**

1:06 The future service pension of the **GSW** Negotiated Plan will be increased to nineteen (**19**) dollars per month for each year of credited service accruing on and after January **1, 1990**

1:07 The Company will pay one hundred (**100**) percent of the cost for one thousand (**1,000**) dollars life insurance for retirees.

APPENDIX IV
STANDARDS OF APPRENTICESHIP

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APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the International Union, United Steelworkers of America and its Local 3789.

PURPOSE

The purpose of these standards is to make certain that extreme care is exercised in the selection of apprentices and that the methods of training are uniform and sound with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workmen at the conclusion of the training period.

APPRENTICESHIP STANDARDS

ARTICLE I

DEFINITIONS

1:01 The term "Company" shall mean **GSW Water Products Company, Hill Street, Fergus, Ontario.**

1:02 The term "Union" shall mean the duly **authorized** representatives of the International Union, United Steelworkers of America and its **Local 3789.**

1:03 "Registration Agency" on labour standards shall mean the Industrial Training Branch, Ontario Ministry of Labour. "Registration Agency" for the apprentice as a student covering related instruction, shall mean ordinarily a secondary or technical school under the jurisdiction of a Board of Education in the Province of Ontario.

1:04 "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and his parent or guardian if he is a minor, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.

1:05 "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he has been assigned under these standards and who is covered by a written agreement with the Company providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

1:06 “Committee” shall mean the Joint Apprenticeship Committee organized under these standards.

1:07 “Supervisor of apprentices” shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship.

1:08 “Standards of apprenticeship” shall mean this entire document, including these definitions.

ARTICLE II APPLICATION

2:01 Application for apprenticeship will be received by the Industrial Relations Department of the Company from applicants considering themselves eligible under the program of training. These applicants of prospective apprentices will be reviewed by the Joint Apprenticeship Committee. However, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company. It is also agreed that when an applicant who is an employee is not selected for an apprenticeship, this does not constitute a matter for grievance under the Collective Agreement. Any rejection of an employee shall be based strictly on qualifications.

ARTICLE III
APPRENTICESHIP ELIGIBILITY
REQUIREMENTS

3:01 In order to be eligible for apprenticeship under these standards, the applicant must meet the following qualifications:

- (a) He must have a junior matriculation or its educational equivalent.
- (b) He must be between eighteen (18) and twenty-six (26) years of age.
- (c) Notwithstanding other provisions of this Agreement, any employee, other than those classified as apprentices, may file an application for an opening in the apprentices program. If such an applicant meets all the requirements for apprentice training applicable to prospective apprentices, his application will be considered with other applicants for the apprentice program and he shall be considered as satisfying the age requirement for apprentice training if he has not reached his thirty-sixth (36) birthday. Where the qualifications of the employee-applicant and the non-employee-applicant are approximately equal, the **employee**-applicant will be given preference. An employee accepted for apprentice training shall have his wage rate adjusted to the starting rate of the apprentice rate schedule.

Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for applicants who have unusual qualifications.

It is understood that all applicants must successfully pass the Company's regular employment requirements.

ARTICLE IV
CREDIT FOR PREVIOUS EXPERIENCE
AND ACADEMIC TRAINING

4:01 At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of the apprentice's probationary period. Credit is to be afforded based on a scale which evaluates substantiated applicable experience, and extent of academic achievement *in* a secondary school providing a recognized science and technology academic schedule.

ARTICLE V
TERM OF APPRENTICESHIP

5:01 The term of apprenticeship shall be established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in the Appendix attached hereto.

ARTICLE VI
PROBATIONARY PERIOD

6:01 The first five hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of all such cancellations.

ARTICLE VII
HOURS OF WORK

7:01 Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen employed by the Company. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen established by these standards is maintained.

ARTICLE VIII
RATIO

8:01 The ratio of apprentices to journeymen shall be determined by the employee requirements in the trade in which men are apprenticed.

8:02 If layoffs become necessary, apprentices shall be laid off to maintain the established ratio. For the trade of toolmaker, the ratio shall not exceed one (1) toolmaker apprentice to three (3) journeymen toolmakers. For the trade of electrician, the ratio shall not exceed one (1) electrician apprentice to three (3) journeymen electricians.

ARTICLE IX
DISCIPLINE

9:01 The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the appren-

tice to the Company at any time for such cause as:

- (a) inability to learn,
- (b) unreliability,
- (c) unsatisfactory work,
- (d) lack of interest in his work or education,
- (e) improper conduct, or
- (f) failure to attend classroom instruction regularly,

It is understood that the final decision on disciplinary action is the responsibility of the **Company**.

ARTICLE X

WAGES

10:01 Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

First one thousand (1,000) hours — not less than sixty-five (65) percent of the journeyman's wage rate.

Second one thousand (1,000) hours — not less than seventy (70) percent of the journeyman's wage rate.

Third one thousand (1,000) hours — not less than seventy-five (75) percent of the journeyman's wage rate.

Fourth one thousand (1,000) hours — not less than eighty (80) percent of the journeyman's wage rate.

Fifth one thousand (1,000) hours — not less than eighty-five (85) percent of the journeyman's wage rate.

Sixth one thousand (1,000) hours — not less than ninety (90) percent of the journeyman's wage rate.

Seventh one thousand (1,000) hours — not less than ninety-five (95) percent of the journeyman's wage rate.

Eighth one thousand (1,000) hours — not less than ninety-five (95) percent of the journeyman's wage rate.

The apprentice shall also receive the annual increases prorated at the above percentages, accorded all other plant employees, where such contract provisions exist.

10:02 Hours of work spent in classroom instruction shall not be considered hours of work in computing overtime.

10:03 Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

10.04 When an apprentice has completed eight thousand (8,000) hours of training and after recommendation for his journeyman's certificate by the Committee, he is to receive not less than the minimum rate to skilled journeymen in the trade in which he has served his apprenticeship, provided an opening exists and he is selected for employment as a journeyman.

10:05 Apprentices shall not be paid for attendance at night school unless they are employed on the night shift and are required to attend night school, in the same manner as a day course. If an applicant is required to attend a day school course in addition to his night school training, he shall receive the difference between the pay appropriate to his apprenticeship period and any compensation paid to him by any government agency.

ARTICLE XI

ACADEMIC TRAINING

11:01 Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modifications may be made to the schedules on the recommendation of the Committee, subject to final approval by the Company.

The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided he attends at least seventy-five (75) percent of the classes during the season and receives a passing grade. The student apprentice is required to furnish each month proof of his attendance at the school.

ARTICLE XII

JOINT APPRENTICESHIP COMMITTEE

12:01 There is hereby established a joint apprenticeship committee as defined in Article I. This Committee shall be composed of six (6) members, three (3) representing the Company and three (3) employees representing the Union. The chairman shall be the Supervisor of Apprentices and shall be a member of the Committee. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

1. To see that each prospective apprentice is interviewed and impressed with the responsibilities he is about to accept as well as the benefits he will receive.
2. To accept or reject applicants for apprenticeship subject to final approval by the Industrial Relations Department of the Company as provided in Article II.
3. To hear and decide on questions involving apprentices which relate to their apprenticeship.
4. To determine the scale of credits for previous experience and academic training.
5. To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he is delinquent in his progress.
6. To offer constructive suggestions for the improvement of training on the job.
7. To certify the names of graduate apprentices to the Registration Agencies and recommend that a certificate of Apprenticeship be awarded upon satisfactory comple-

tion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.

8. To review the supervisor's monthly report on each apprentice.
9. In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

ARTICLE XIII

SUPERVISION OF APPRENTICES

13:01 Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the production supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

13:02 The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the production supervisor under whom the apprentices receive direction, instruction and experience. Supervisors shall make a report at least

every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

ARTICLE XIV

CONSULTANTS

14:01 The Committee may request interested agencies or organizations to designate a representative to serve as Consultant. Consultants may be asked to participate without vote in conferences on problems related to apprenticeship training which affect the agencies they represent.

ARTICLE XV

SENIORITY

15:01 The apprentices will exercise their seniority in their own group. For example, if there are four (4) apprentices in the trade such as "Toolmaker" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first reinstated.

15:02 Upon satisfactory completion of the apprenticeship program the apprentice will be given seniority to seventy-five (75) percent of the time spent as an apprentice but not more than three (3) years.

15:03 Notwithstanding the provisions of the Collective Agreement, dated June 4, 1971, be-

tween the Company and the Union, of which these Apprenticeship Standards shall henceforward be a part, an employee with seniority who is selected for an apprenticeship shall be permitted, if affected by layoff during the first five hundred (500) hours of the apprenticeship, to return to his former job classification with the seniority date that he held immediately prior to becoming an apprentice.

After five hundred (500) hours as an apprentice, an apprentice shall have as his seniority date the date he was accepted as an apprentice and shall not acquire or retain seniority rights to bump into any classification outside that of apprentice.

ARTICLE XVI

APPRENTICESHIP AGREEMENT

16:01 "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if he is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

16:02 The following shall receive copies of the Apprenticeship Agreement:

1. the apprentice
2. the Company
3. the Committee
4. the Registration Agencies
5. the Local Union
6. United Steelworkers of America.

ARTICLE XVII

**CERTIFICATE OF COMPLETION
OF APPRENTICESHIP**

17:01 Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ontario Ministry of Colleges and Universities, that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.

ARTICLE VIII

SCHEDULE OF WORK PROCESSES

18:01 The schedule of work processes and related training shall be established by the Company and the Union for the following trades:

Tool and Die Maker

Electrician

Precision Machinist

18:02 In the event the Company decides to employ apprentices in other trades, and after consultation with the Joint Apprenticeship Committee, the Company, the Union and the International Union will meet to approve such modifications to the Apprenticeship Standards.

18:03 In the event of the introduction of new techniques, processes or innovations in the Fergus plant, which in the interests of the parties require modification to the schedule of

work processes set forth in the Apprenticeship Agreement, and which have been so recommended by the Joint Apprenticeship Committee, the Company, the Union and the International Union will meet to approve such modifications to the Apprenticeship Standards. A copy of such amendments will be furnished to each apprentice employed by the Company, together with the Registration Agencies.

ARTICLE XIX

GENERAL

19:01 The apprentice shall be required to provide himself with a toolbox and a complete set of tools of his trade.

19:02 The schedule of work processes attached as Appendix I and Appendix II serves only as a guide and may be altered as outlined in Articles XII and XVIII to meet the requirements of the trades in the **Fergus** plant.

APPENDIX V
LETTERS OF INTENT

Re: New Divisions

1. The parties agree that in the event of the introduction of additional divisions to the **Fergus** site, any personnel employed in union jobs will be kept on a separate seniority list for a period of three (3) years to allow the division to consolidate. At the end of the three (3) year period, seniority will be integrated with the **Fergus** site seniority.

Re: Ten (10) Hour Shifts

2. Without prejudice or precedent to either party, the Company and the Union agree that beginning Monday evening, November 19, 1973, the hours of work for the second shift, the afternoon shift, will be from 4:45 p.m. to 3:15 a.m. Tuesday, with a lunch break of one half (½) hour. The said work week shall consist of four (4) ten (10) hour shifts, Monday to Thursday, inclusive. All hours so worked will be at regular rates of pay applicable to the job.

Any hours worked in excess of the regularly scheduled hours of work herein defined, will be paid at overtime rates as defined in the Collective Agreement, except that in the case of a week where a statutory holiday falls. The statutory holiday will be counted as an eight (8) hour day only and two (2) days of that said week will be designated as eleven (11) hour shifts, at straight time, to make up the forty (40) hour week.

This agreement is made on the understanding that productivity and attendance will be maintained at a satisfactory level. In the event of

unforeseen problems, the Company or the Union reserve the right to cancel this agreement at any time, after giving notice to the other party.

Re: Calculation of Lead Hands

3. The Company is prepared to use the figure of forty (40) percent as the minimum figure for assessing departmental bonuses when calculating the rates of pay of lead hands and set-up men.

Re: Vacations

4. As discussed on June 7, 1974, with the Negotiation Committee, the vacations will generally be taken as follows:

Those with two (2) weeks vacation will normally take their vacation during the plant shutdown.

Those with over two (2) weeks vacation entitlements will take vacations as per Schedule E, paragraph five.

Consideration will be given to requests by employees for four (4) hour periods of vacations if the department supervisor agrees with the request.

Re: Welders and Welder Trainees

5. As discussed with the Bargaining Committee of Local 3789 re the shortage of available welders in the Fergus area, the Company is prepared to initiate the following measures to ensure an availability of welders in the future.

(a) Contact the employees in the shop who have welding skills or an interest in learning to weld by notice on the notice boards and by personal letter to the employees.

(b) Provide a training course in arc and machine welding to enable interested employees to upgrade their skills in welding.

(c) Protect the seniority of any employee electing to take welder's training or accepting a welder's job for a period of forty-five (45) working days. Should the employee decide during this period he wishes to return to his former job, he will be returned with no loss of seniority at his request. The Company reserves the right to return any employee during this period to his former job with no loss of seniority to the employee after reason has been explained to the employee involved.

If, after the forty-five (45) day period, the employee elects to remain on the welding job, his seniority will be moved to that classification and division to which he has been assigned.

The Company will pay Group 3 Machine Welders and Group 4 Arc Welders a supplementary allowance of twenty-five (25) cents per hour as an add-on.

Further to the above, the Company is prepared to upgrade all Group 2 Machine Welders to Group 3 and henceforth will use the Group 2 welding position as a lead-in classification to train Machine Welders. Group 3 Arc Welders will be upgraded to Group 4 Arc Welders. Group 3 Arc Welders will become a lead-in classification to train arc welders.

It is the desire of the Company to provide a formal long range training program to enable employees to secure welders certificates and upgrade welding certificates recognized by the Canadian Welding Bureau.

Re: Alcohol and Drug Addiction Program

6. Between Local 3789 U.S.W.A. and GSW
Water Products Company, Hill Street Site, Fer-
gus, Ontario.

The Company and the Union, recognizing the need for a program to cover situations arising from employees who have unsatisfactory work performances due to alcohol or drug addiction, agree to the following amendments to the Collective Agreement:

(a) The Company and the Union agree to cooperate to the fullest extent in the program of rehabilitation of employees referred to the program in the manner herein set forth.

(b) [1] In the case of an employee whose work performance is unsatisfactory and strong evidence exists that the unsatisfactory work performance is due to an addiction problem, the employee concerned will receive a corrective interview from his immediate supervisor as per Clause 8:01 of the Collective Agreement.

[2] In the event the unsatisfactory work performance continues, the employee will receive a second interview with his immediate supervisor, the Vice-President of Industrial Relations and the President of the Local. If at this meeting, in the opinion of the Supervisor, the Vice-President of Industrial Relations, and the President of the Local or their alternates, the need for a medical opinion is evident, the employee will be referred to the Company doctor for a complete medical diagnosis.

[3] If in the opinion of the Company doctor, treatment is required for addiction and

that indeed is the problem, the employee will attend a further meeting with the Vice-President of Industrial Relations and the President of the Local. At this meeting he will be asked to accept assistance from a professional **organization** and a commitment to follow any prescribed program of treatment recommended by such **organization**.

[4] An employee consenting to take treatment will be informed that he must follow explicitly the schedule of treatment outlined by the assisting agency or physicians working with the agency. Failure to comply with prescribed treatment will result in the normal disciplinary procedures being followed.

[5] If the employee does not agree to accept such treatment at this meeting, the employee will be informed that unsatisfactory work performance will be dealt with under the normal disciplinary procedures followed by the Company.

(c) In the case of an employee voluntarily seeking assistance for an addiction problem, the procedure will be as follows:

[1] The employee will contact the Vice-President of Industrial Relations, who after consultation will recommend the employee be examined by a physician of his choice.

[2] If, in the opinion of the physician, the employee requires treatment, the employee will be referred to the appropriate agency.

IT IS AGREED AND UNDERSTOOD ALL INFORMATION INVOLVING EMPLOYEES ON THIS PROGRAM WILL BE HELD IN STRICTEST CONFIDENCE.

The consulting agencies will be as follows, with the provision that further agencies may be used by mutual agreement between the parties: Addiction Research Foundation of Ontario, Addiction Services of the Wellington Dufferin Health Unit and the Lifeline Program of the U.S.W.A.

Re: Retention of Stewards in Their Zones

7. The Local 3789 asks that stewards be retained in the zone for which they are stewards, providing that they are capable of performing the work that is being performed in the zone.

If they are unable to perform the work in the zone, then they will be transferred under Article 12:02 and will be treated the same as any other employee.

Re: Summer Hours

8. The parties agree the summer hours in effect at the Hill Street site will coincide with the daylight saving hours.

Factory— 7:30 a.m. to 12 noon
12:30 p.m. to 4:00 p.m.
4:00 p.m. to 9:00 p.m.
9:30 p.m. to 2:30 a.m. (shift)

Office— 7:45 a.m. to 12 noon
12:30 p.m. to 4:00 p.m.

It is agreed and understood that certain jobs will be an exception to these hours. Due to the nature of their functions, such jobs as switchboard, order desk, receiving and shipping, and such other jobs as may be deemed necessary, will remain on regular hours as stated in the Collective Agreements.

APPENDIX VI

LETTER OF AGREEMENT

The Union and the Company, being desirous of producing product lines of perfect quality, are committed to the proposition that any enhancement as well as any impediment to this end will be addressed by the parties.

It is agreed that quality assurance meetings involving all levels of responsibility will take place between the parties at regular intervals as well as at the request of either party in the event of an emergency situation which adversely affects the quality of any product.

Each of the parties commits, on an ongoing basis, to making all employees of the Company aware of this commitment and the reasons why. The parties will co-operate to the extent possible, to ensure that every unit produced is of a quality standard which is acceptable the first time, in order to avoid the costly exercise of rework and warranty work. The objective is one of zero scrap on all production lines which facilitates the productivity and profitability of the Company and security of our jobs.

It is understood that this declaration in no way amends or affects the operation of the collective agreement.

APPENDIX VII

A GLOSSARY OF TERMS

The following words and phrases are given definition and meaning to clearly indicate the common and consistent interpretation to be placed on them by all persons using the description:

Ability

A sufficiency of skill or competence to satisfactorily perform the work required of a job.

Average Earnings

An average of the hourly earnings, calculated quarterly by taking the total earnings over the previous three (3) month period, excluding overtime payments, and dividing by the actual number of hours worked.

Base Rates

The timed incentive rate placed on a job.

B.M.T.

Refers to Basic Motion Time study method used to calculate incentive rates.

Call-In

When an employee is asked to return to work for the performance of any emergency work in other than his regular scheduled working hours.

Plant Manager

The plant official in charge of manufacturing.

Down Time

On an incentive job, down time will be defined as forced idle time not within the worker's control and not included in the Time Study Rate.

Experimenting

Testing to see if a method to be used in manufacture is practical; not to be used for production.

Grievance

A real or imaginary cause for complaint for which redress is requested.

Instruction

The action of demonstrating, physically or verbally, the method or procedure to be followed.

Job Rate

The rate an employee is hired under; not to be confused with the base rate.

Layoff

Termination of an employee's work due to work reduction and under which the employee possesses specific rights of recall.

Lead Hand

A lead hand is a person selected to lead a group of employees in a department because of leadership qualities and the ability to understand and perform the work of the department. A lead hand has no disciplinary authority; however, he will assign work as required and report job failure. A-lead hand will assist or replace employees within the department as required.

Machine Control Time

The time in which a machine or process is operating and the operator is waiting, is a time which the operator cannot change.

Maintenance**(a) Preventive Maintenance**

Covers oiling, changing of belts, shear pins, repairs to machines, to maintain machines in normal working order to prevent major machine failure. Could be required to assist site maintenance personnel on major repairs.

(b) Site Maintenance

Covers building, major machine repairs, electrical installation, pneumatic, hydraulic, boiler room, power plant, janitorial services and ground maintenance.

Qualifying Hours

Shall be all hours worked, all hours of earned vacations, statutory holidays, excused absence for Company or Union business, all hours for which compensation was received, and all hours for which weekly sick benefits are paid.

Short Run Job

An incentive job that when run at a normal incentive pace would be completed in three (3) hours or less.

Suspend

Temporary termination of an employee's work as a disciplinary measure.

Vacation Week

Shall consist of **average earnings** based on the last quarter of the **vacation entitlement** year (April - May - June), or two (2) percent, whichever is the greater.

Wage Rates-Incentive

The established lowest rate for an incentive worker under Schedule B of the Agreement for a given classification. This rate is used when calculating incentive rates of pay.

Working Days

Days on which work shifts are scheduled.