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# COLLECTIVE AGREEMENT

between

**INGLIS LIMITED**

and

**COMMUNICATIONS AND ELECTRICAL  
WORKERS OF CANADA  
CWC**

AND ITS LOCAL 595

Cambridge, Ontario

May 22, 1990 — May 21, 1993

02108 (03)

**SAFETY  
STARTS  
WITH  
MFI**

**THIS AGREEMENT**, Made this 22nd Day of May,

One Thousand Nine Hundred and Ninety

between

**INGLIS LIMITED**

(hereinafter called the "Company")

of the first part

- and -

**COMMUNICATIONS AND ELECTRICAL  
WORKERS OF CANADA  
C.W.C.**

in conjunction with and on behalf of its

**Local 595,**

(hereinafter called the "Union")

of the second part

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## ARTICLE 1 - GENERAL PURPOSE

**1:01** The purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Company and the Union, to secure prompt and equitable disposition of grievances, satisfactory working conditions and satisfactory hours and wages for all employees who are subject to this Agreement, in order to lead to harmonious relations to both parties.

**1:02** When revisions are required during the life of this Agreement due to High Commitment initiatives, unforeseen circumstances etc., such revisions will be outlined in a Letter of Understanding signed by the appropriate Company representatives and the five (5) members of the Union Negotiating Committee along with the National representative.

## ARTICLE 2 - RECOGNITION

**2:01** The Company recognizes the Union as the exclusive bargaining agent of all hourly employees of Inglis Limited at its Cambridge, Ontario plant; save and except leaders, persons above the rank of leaders, office and sales staff, salaried field service representatives, security guards, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period. (Students shall be employed during the months of May, June, July, August and September only).

**2:02** The Company will supply the Union with sufficient copies of this Collective Agreement so as to give each present and new employee a copy. The cost of such to be shared by the Company and Union.

**2:03** The Company agrees to supply the Union with names, classifications and departments of all new employees covered by this Agreement at the commencement of their employment.

**2:04** Where masculine pronouns are used, they should be construed to mean masculine and feminine employees.

### **ARTICLE 3 - RELATIONSHIP**

**3:01** The provisions of this Agreement shall be applied to all employees without discrimination on account of sex, race, colour, language, creed and national origin.

**3:02** The Company and the Union agree that there will be no discrimination against any employee because of his membership or lack of legitimate activity in the Union.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4:01** It is the Company's right to operate and manage its business in all respects in accordance with its responsibilities and commitments.

**4:02** The location of plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.

**4:03** The Company has the right to make and alter from time to time, rules and regulations to be observed by the employees, provided that such rules are not unreasonable and not inconsistent with the provisions of this Agreement. The Company will notify the Union prior to altering such rules and regulations or introducing new rules and regulations.

**4:04** It is an exclusive function of the Company to hire, promote, demote, transfer, suspend, discipline or discharge for just cause, employees in the bargaining unit, subject to the provisions of this Agreement. A claim of discipline or suspension without just cause may be dealt with as a grievance under the procedure set out herein.

## **ARTICLE 5 – UNION SECURITY**

**5:01** All employees within the bargaining unit shall, during the term of this agreement, pay to the Union an amount equal to union dues as prescribed by the constitution and bylaws of the Union, as a condition of employment.

**5:02** The Union agrees to indemnify and hold the Company harmless from any claim which may arise as a result of the deduction of Union dues.

**5:03** Such monies, together with a detailed list of such collections, shall be remitted by cheque payable to the order of the Union, to the Secretary-Treasurer, C.W.C.; within fifteen (15) calendar days after the last pay period in the month in which deductions have been made.

## **ARTICLE 6 – UNION OFFICERS AND STEWARDS**

**6:01** The Company acknowledges the right of the Union to appoint or elect Stewards to facilitate the carrying out of the Agreement. The steward shall work in the area which he represents.

**6:02** A) Shop stewards will be appointed or elected to represent defined zones of the Company's operations. The zoning of the Plant, for the purpose of defining the individual Shop Steward's area of Union function, shall be: 1. Press/Fabrication 2. Paint, 3. Tool Room/Maintenance, 4. Stores/Shipping/Quality Assurance, 5. Dryer Assembly, 6. Compactor, Primary 7. Compactor, Assembly, . . . and an additional Steward for any new department added.

**B)** A steward may be appointed for the first seventy-five (75) employees in a zone as defined above and an additional steward may be appointed for up to each additional seventy-five (75) employees in a zone.



C) In the event of a second shift operation, a steward may be appointed for the first seventy-five (75) employees in a zone and an additional steward may be appointed for up to each additional seventy-five (75) employees in a zone. There shall be two (2) zones on the second shift as follows: 1) Press/Fabrication and related departments 2) Paint and related departments. An additional zone may be added in the event assembly production is required.

D) In the event of a third shift operation, a steward may be appointed for the first seventy-five (75) employees on the shift and an additional steward may be appointed for up to each additional seventy-five (75) employees on the shift.

E) An employee with seniority may be appointed or elected as a steward, subject to C.W.C. Local 595 bylaws.

**6:03** The Company recognizes the following officers and Committees of the Union: A) duly elected Executive Officers B) Negotiating Committee of five (5) members (with a maximum of one (1) member from any one (1) department, excluding the Union President) C) Grievance Committee of three (3) members consisting of the Union President, Vice President and Chief Steward D) Safety Committee of four (4) members.

**6:04** Stewards, members of Committees and Union Officers will be expected to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business; without first obtaining the permission of the Leader in charge, such permission shall not be unreasonably withheld.

**6:05** The Company will compensate such employees at their hourly rate for legitimate time spent in the handling of grievances during their regular working hours and for attending Company approved meetings.

**6:06** The Union shall notify the Management of the Company of the names of Union Officers, the Chief Steward and Department Stewards, and members of the Union Grievance and Negotiating Committees, and also of any changes that may take place, from time to time.

**6:07 A)** The Company shall allow the afternoon shift stewards (maximum one (1) steward from each zone) a maximum of two (2) hours **off**, with pay, for the purpose of attending the monthly membership meeting.

**B)** The stewards may be allowed to take one (1) additional employee each to the meeting for a maximum of two (2) hours, without pay.

**6:08** The Company agrees to pay the five (5) members of the negotiating Committee at their regular hourly rate for time lost from regularly scheduled work days in meetings with the Company up to but not including Conciliation.

**6:09** The Company will supply the Union with Office space, a desk, a tiling cabinet and telephone at a place designated by the Company on Company premises.

**6:10** The following Local officers of the Union, namely, President, Vice President Chief Steward, Secretary Treasurer and Recording Secretary will work on the day shift providing the Company has work available which they are willing to accept and capable of performing satisfactorily.

**6:11** After a new employee(s) is hired, the local President will have the right to conduct a brief orientation with the employee(s) at the time and place designated by the Company.

## **ARTICLE 7 - CALL IN AND REPORTING PAY**

**7:01** Any employee who reports for work, unless previously advised two (2) hours in advance of his shift not to do so, and is sent home because no work is available, shall be paid the equivalent of four (4) hours pay at his regular hourly rate, provided that such lack of work is not caused by power failure, labour dispute, fire, Act of God, or circumstances beyond the reasonable control of the Company, and provided further, that such employee may be required to perform such alternative work at his hourly rate as may be available and which he is qualified to perform.

**7:02** An employee who has already left the premises of the Company after completion of his scheduled shift, and who is then recalled to work prior to his next shift, due to an emergency, shall receive a minimum of three (3) hours pay at the appropriate overtime rate. If the employee is required to work beyond the three (3) hours prior to his next shift, he shall be paid at the rate of double time for those hours worked.

## **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

**8:01** A) The following paragraphs and section are intended to define the normal hours of work and shall not be construed as a guarantee by the Company of hours of work per day or per week, or of days of work per week. The standard work week for all employees shall consist of five eight working hour shifts of forty hours per week (Monday – Friday).

B) For a one (1) shift operation, the normal hours will commence between seven (7:00) a.m. and nine (9:00) a.m.

C) In the event shift work is required, the second shift will normally commence between three (3:00) p.m. and five (5:00) p.m. and the third shift will normally commence between eleven (11:00) p.m. and one (1:00) a.m.

D) Exceptions to the above hours of work will be:

1. Tool Room/Maintenance Department
2. Material Control Department
3. Paint Department

E) An employee, whose normal hours on the day shift commence before 6:00 A.M. will be entitled to night shift premiums for all regular hours worked and an employee, whose normal hours on the day shift commence after 9:00 A.M. will be entitled to afternoon shift premiums for all regular hours worked.

F) Employees will work on straight shifts only (no rotation of shifts).

**8:02** A) If overtime on any shift as defined in Article 8 is worked, employees will be allowed a ten (10) minute personal and fatigue period at the end of their regular shift and the five (5) minute clean-up period will be rescheduled to the end of the overtime shift.

B) If overtime on any shift as defined in Article 8 is worked in excess of two (2) hours, a twenty (20) minute paid lunch period only shall be allowed.

**8:03** Although the Company reserves the right to change normal working hours when necessary, such changes will be discussed with the Union Officers before they are put into effect, a minimum of five (5) calendar days in advance of such changes.

**8:04** A) All time worked in excess of the normal hours (as per Section 8:01) in any normal working day up to a total of twelve (12) hours in a day shall be paid for at the rate of time and one-half of the employee(s) hourly rate.

B) All time worked for the first eight (8) hours on Saturday shall be paid for at the rate of time and one-half of the employee(s) hourly rate.

**8:05** A) All time worked in excess of twelve (12) hours in a day or eight (8) hours on Saturday shall be paid for at the rate of double time of the employee(s) hourly rate.

B) All time worked on Sunday shall be paid for at the rate of double time of the employee(s) hourly rate.

**8:06** While it is agreed by both parties that overtime is undesirable, it is recognized that a reasonable amount of overtime is necessary for the efficient operation of the Company's business. If emergency conditions arise, necessitating overtime, employees will work overtime and the appropriate overtime rates will be paid. An emergency condition shall mean any situation where the overtime to be worked is for the purpose of meeting schedules as laid down in advance by the Company, and the failure to work such overtime will result in the closing of a line, department or departments. Failure to work overtime when requested, unless it is an emergency, will not be a matter for disciplinary action.

**8:07** A) Where overtime work is necessary on a shift in a department, the Company shall make every effort to see that such over-

time is distributed among the employees on a fair and equitable basis. Such overtime shall first be offered to the employee(s) within the classification. If the employee(s) involved cannot for any reason work the overtime, such overtime will be offered to employees within the department before employees from outside the department are asked, provided they are able to perform the work and are available to do it.

B) A monthly listing of overtime worked shall be posted showing the amount of overtime which each employee has worked during the preceding month, by department, to be posted in the second week of the following month. An employee's failure to work overtime shall be considered as overtime worked for distribution of overtime purposes.

C) Where an employee becomes a new member of a department, either through hiring or internal moves, he will be credited with the overtime hours of the person with the most overtime within his classification within the department.

D) If an error is made in assigning overtime, the Company will be given an opportunity to equalize the overtime missed by the employee. If the Company is unable to equalize the overtime missed within a maximum period of four (4) work weeks, the employee will be offered to work the equivalent hours of overtime missed in the classification within the department, regardless if overtime is scheduled, within a further one (1) week period. Failure to ask the employee to work during this period will result in the employee being paid the overtime hours missed.

E) An employee who refuses to work overtime on five (5) consecutive occasions will not be eligible for further overtime unless he advises his Leader, in writing, that he is available for overtime work. Such employee will be automatically charged with all overtime hours he would be eligible to be asked for.

F) An employee absent from work will be automatically charged with all overtime hours he would be eligible to be asked for.

G) All overtime hours worked will be charged to the employee's home department.

**8:08** Wherever possible, the Company will give twenty-four (24) hours notice of the requirement of overtime to the employee(s) concerned.

**8:09** If an employee is sent home during the day at the request of the Company so that he can come back and work a full or part shift, the time during that day which he would otherwise have worked, will be counted as time worked for the purpose of calculating overtime.

**8:10** If, within a department, overtime is required after an employee(s) has left the premises at the conclusion of his regularly scheduled shift, the Company will attempt to contact the employee within the classification before an employee(s) from outside that classification and/or department is assigned the overtime.

**8:11** In the event the Company requires any department to work on a continuous shift basis including Saturdays and Sundays, the conditions outlined in Section 8:01 A), 8:04 B) and 8:05 B) will not be applicable.

## **ARTICLE 9 - SHIFT PREMIUMS**

**9:01** A shift premium of thirty-eight (38¢) cents per hour shall be paid for all regular hours worked on the afternoon shift. This premium shall be increased to thirty-nine (39¢) cents per hour effective May 26, 1991 and shall be increased to forty (40¢) cents per hour effective May 24, 1992.

**9:02** A shift premium of forty-three (43¢) cents per hour shall be paid for all regular hours worked on the night shift. This premium shall be increased to forty-four (44¢) cents per hour effective May 26, 1991 and shall be increased to forty-five (45¢) cents per hour effective May 24, 1992.

## **ARTICLE 10 - HOLIDAYS WITH PAY**

**10:01** Eligible employees shall be paid for eight (8) hours at their regular rate without being required to work on the following paid Holidays, subject to the conditions set forth in this Article 10:

New Year's Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	Day before Christmas	
Christmas Day	Boxing Day	Floater (2)

The Paid Holidays will be observed as follows:

**1990**

Monday, July 2, 1990	Canada Day
Monday, August 6, 1990	Civic Holiday
Monday, September 3, 1990	Labour Day
Monday, October 8, 1990	Thanksgiving Day
Monday, December 24, 1990	Day before Christmas
Tuesday, December 25, 1990	Christmas Day
Wednesday, December 26, 1990	Boxing Day
Thursday, December 27, 1990	Floater
Monday, December 31, 1990	Floater

**1991**

Tuesday, January 1, 1991	New Years' Day
Friday, March 29, 1991	Good Friday
Monday, May 20, 1991	Victoria Day
Monday, July 1, 1991	Canada Day
Monday, August 5, 1991	Civic Holiday
Monday, September 2, 1991	Labour Day
Monday, October 14, 1991	Thanksgiving Day
Tuesday, December 24, 1991	Day before Christmas
Wednesday, December 25, 1991	Christmas Day
Thursday, December 26, 1991	Boxing Day
Friday, December 27, 1991	Floater
Tuesday, December 31, 1991	Floater

**1992**

Wednesday, January 1, 1992	New Years' Day
Friday, April 17, 1992	Good Friday
Monday, May 18, 1992	Victoria Day
Monday, June 29, 1992	Canada Day
Monday, August 3, 1992	Civic Holiday
Monday, September 7, 1992	Labour Day
Monday, October 12, 1992	Thanksgiving Day
Thursday, December 24, 1992	Day before Christmas
Friday, December 25, 1992	Christmas Day
Monday, December 28, 1992	Boxing Day
Tuesday, December 29, 1992	Floater
Thursday, December 31, 1992	Floater

### **1993**

Friday, January 1, 1993

New Years' Day

Friday, April 9, 1993

Good Friday

**10:02** All work performed on the above designated Paid Holidays, will be paid for at the rate of double time the employee's basic rate, in addition to regular holiday pay, to eligible employees.

**10:03** If the specified holiday falls during an employee's **annual** vacation, the holiday must be taken immediately preceding or succeeding the vacation time taken, as determined by the Company.

**10:04** Payment for any of the above-mentioned holidays is subject to the following conditions:

A) An employee who agrees to work on a holiday but who fails to report and does not have a reasonable excuse will receive no pay for the holiday.

B) To be eligible for holiday pay, an employee must work his last regularly scheduled work day immediately preceding the holiday, and the first regularly scheduled work day immediately following the holiday unless the absence was caused by a medically verified illness of not more than seven (7) calendar days immediately before the Holiday, bereavement, jury duty, a temporary layoff not exceeding one (1) week's duration or if he has obtained prior written permission from Management to be absent.

C) In the case of an employee receiving weekly indemnity, the amount of holiday pay as referred to in this article shall be reduced by the amount received under the weekly indemnity plan for that day.

## **ARTICLE 11 - VACATIONS WITH PAY**

**11:01** Vacations with pay shall be granted as follows:

A) Every employee who on the 30th day of June in any year and who has been in the continuous employ of the Company for less than one (1) year will be entitled to a vacation pay allowance of four percent (4%) of total earnings.

B) An employee who completes one (1) year but less than five (5) years of actual combined service (Inglis/Admiral) as of



December 31st of the current year will be entitled to two (2) weeks vacation at four percent **(4%)** of total earnings.

C) An employee who completes five (5) years, but less than twelve (12) years of actual combined service (Ingkis/Admiral) as of December 31st of the current year will be entitled to three (3) weeks vacation at six percent **(6%)** of total earnings.

D) An employee who completes twelve (12) years of actual combined service (Ingkis/Admiral) or more as of December 31st of the current year will be entitled to four **(4)** weeks vacation at eight percent (8%) of total earnings.

E) An employee who completes twenty (20) years of actual combined service (Ingkis/Admiral) or more as of December 31st of the current year will be entitled to five (5) weeks vacation at ten percent (10%) of total earnings.

F) (1) An employee will be entitled to the appropriate vacation percentage **of** total earnings or appropriate weeks pay at his current rate, whichever is the greater.

(2) An employee must work a minimum of 1500 hours in a vacation year to be eligible for the full weeks pay. In determining these hours, vacations, paid holidays and approved leave of absences for Union business shall be considered as hours worked for the purpose of this Article.

**11:02** Total earnings shall mean wages received from the Company as taxable income during the twelve (12) month period ending with the nearest pay period prior to June 30th, prior to the vacation year.

**11:03** A) All vacations must be taken by December 31st **of** the current year.

B) Employees will receive their vacation pay for each week they actually take their vacation.

**11:04** A) The vacation shutdown period may be scheduled during July and/or August.

B) Any employee scheduled to work during the vacation shutdown will **be** given preference for his vacation period in line with his seniority provided that such preference does not adversely affect the efficient operation of *the* plant.

C) The Company shall notify the employees of the vacation period as far in advance as possible but, in any event, no later than April 1st of the year in which the vacation falls.

**11:05** A) An employee entitled to vacations exceeding any vacation shutdown will be given preference for his vacation period in line with his seniority, provided that such preference does not adversely affect the efficient operation of the plant.

B) On or before April 1st of each year, the Company will issue a form to employees entitled to vacations exceeding any vacation shutdown. The employee will indicate their first and second choice for vacation period and submit to the Company no later than four (4) calendar weeks from the time the vacation form is issued.

**11:06** An employee who resigns, is terminated, retires or is indefinitely laid off, will be entitled to vacation pay at the appropriate percentage of total earnings.

## ARTICLE 12 – WAGES

**12:01** Wage rates presently in effect are shown in Appendix ‘B’. These rates shall remain in effect for the duration of the Agreement. Appendix ‘B’ shall form part of this Agreement.

**12:02** A) In the event that new job classifications are introduced during the life of this Agreement, the Company agrees that the rates and range of rates for such new job classifications will be negotiated with the Union.

B) In the event that mutual agreement cannot be reached, the Company has the right to implement such rates and range of rates for the new job classifications as they deem appropriate. The Union may lodge a grievance if they disagree with the rate set.

C) Any adjustment shall be made as of the date the rate or range was first implemented by the Company.

D) Classifications and pay levels presently in effect are shown in Appendix ‘A’ and shall form part of this Agreement.

**12:03** Under Appendix ‘B’, employees will be eligible for their six (6) month progressional increases effective the nearest Monday following each six (6) month period worked until the standard rate is achieved.

## **ARTICLE 13 - LEADERS WORKING**

**13:01** Non-bargaining unit staff personnel shall not perform bargaining unit work which will deprive employees of work regularly performed by them except:

- A) for the purpose of instructing employees
- B) in the case of tool proving
- C) operating equipment or processes in emergencies where bargaining unit employees are not readily available
- D) for experimental purposes

**13:02** Every effort will be made by the Company to inform the Zone Steward in advance of such work.

## **ARTICLE 14 - SENIORITY**

**14:01 A)** An employee covered by this Agreement shall acquire seniority after he has worked with Inglis Limited, Cambridge Division, for a total of sixty (**60**) worked days during a twelve month period. On completion of such probationary period, an employee's seniority shall be calculated as commencing from a date sixty (**60**) working days prior to the completion of the probationary period of such employment with Inglis Limited, Cambridge Division. However, if mutually agreed upon between the Company and the Union, this period can be extended for specific cases.

**B)** The dismissal of a probationary employee shall not be the subject of a grievance.

**14:02** Seniority shall be by Department and on a plant-wide basis.

**A)** A plant-wide seniority list shall be compiled showing the plant-wide seniority standing of each employee by his Inglis permanent number.

**B)** A departmental seniority list shall be compiled for each Department showing the relative standing of each employee in accordance with his plant-wide seniority by his Inglis permanent number.

C) A copy of the departmental and plant-wide seniority lists will be supplied to the Union every six (6) months.

#### **14:03 Temporary Layoff**

A) This section will apply when the layoff and/or Plant shut-down (partial or total) does not exceed ten (10) consecutive working days, including Inventory.

B) The chief steward will be notified as soon as possible prior to the layoff taking effect. If the layoff is scheduled for more than five (5) consecutive working days, the affected employees will be given three (3) working days notice of such layoff or three (3) days pay in lieu thereof.

C) When it becomes necessary to decrease the work force within a department, the following procedure will apply:

1) Employees will be given the option to work in order of their departmental seniority, providing the employees retained have the necessary qualifications, skill and ability to perform the available work without training. Employees may bump in the same pay level or lower pay level.

2) If after giving the option to work in order of departmental seniority and the work force requirements are not met, the requirements will be met by keeping the employees according to the inverse order of their departmental seniority, providing the employees retained have the necessary qualifications, skill and ability to perform the available work without training.

3) If the layoff does not exceed two (2) working days, the above procedure will apply to the shift on which the layoff occurs.

D) A succession of temporary layoffs will not be used as a means of avoiding the application of the procedures outlined in section 14:04.

#### **14:04 Indefinite Layoff**

A) This Section will apply when the layoff exceeds ten (10) consecutive working days or is scheduled to exceed ten (10) consecutive working days.

B) The employees shall be given three (3) working days notice of an indefinite layoff or three (3) days pay in lieu thereof.

The Union will also be notified at the same time. In all cases of indefinite layoffs, the provisions of the Employment Standards Act shall apply.

C) The junior employee in each classification and department originally affected by the layoff will exercise his seniority by one of the following:

1) Bump the junior employee in any classification within his department in the same or lower pay level providing the employee has the necessary qualifications, skill and ability to perform the job without training.

2) Bump the junior employee in any classification plant wide in the same or lower pay level providing the employee has the necessary qualifications, skill and ability to become able to perform the job during a trial period as follows:

pay level 1 to 3 inclusive - up to three (3) working days maximum

pay level 4 and above - up to five (5) working days maximum

3) Bump the junior employee in any classification plant wide a maximum of two (2) pay levels higher, providing the employee will be able to perform the complete duties of the job within a maximum familiarization period of one (1) working day.

D) The employee who is bumped under Section C) above will exercise his seniority by one of the following:

1) Bump the junior employee in any classification within his department in the same or lower pay level providing the employee has the necessary qualifications, skill and ability to perform the job without training.

2) Bump the junior employee in any classification plant wide in the same or lower pay level providing the employee has the necessary qualifications, skill and ability to become able to perform the job during a trail period as outlined in C) 2) above.

E) The employee who is bumped under Section D) above will exercise his seniority by one of the following:

**1)** Bump the junior employee in the same or lower pay level within his department providing the employee has the necessary qualifications, skill and ability to perform the job without training.

2) Bump any junior employee plant wide affected by the layoff providing the employee has the necessary qualifications, skill and ability to perform the job during a trial period of up to three **(3)** working days maximum.

**F)** Under Section 14:04 C 1) **2)** and D) 1), he may bump the junior employee on his preferred shift.

**G)** Under Sections 14:04 C) and D), an employee bumping plant wide who does not successfully perform the job bumped to will be laid off.

**14:05** Wherever the words “able to perform” occur in this Agreement, they shall be considered to mean “able to perform the pertinent part of the everyday job efficiently, relative to Company Standards.”

**14:06** The following union officers shall have preferred seniority for indefinite layoffs and will be the last to be laid off and the first to be recalled:

President	Recording Secretary
Vice President	Secretary Treasurer
Chief Steward	

**14:07** For the purpose of Section 14:02 B), there shall be ten (10) departments in the Plant as follows:

- 902** Press
- 910** Compactor Department
- 912** Dryer Assembly
- 915** Paint
- 916** Fabrication
- 922** Tool Room
- 923** Maintenance
- 932** Receiving and Stores
- 934** Quality Assurance
- 993** Shipping

and any new department added.

**14:08** Recalls from layoffs will be carried out in the following manner:

A) The provision of this Section shall be limited to a period of twelve (12) months from his layoff.

B) Under Section C) and D) below, the employee is not eligible if he is laid off out of the Plant.

C) 1) An employee transferred to another department due to a layoff shall be given the opportunity of returning to the department from which he was laid off when there is work again available, provided he has the necessary qualifications, skill and ability to perform the available work during a trial period of up to two (2) working days.

2) The employee may refuse to return to the available job outside of his prior classification and maintain his departmental recall rights.

3) In the event the employee accepts the offered job and fails to perform such job within the trial period, he shall return to the job from which he came and will lose such departmental recall rights.

4) Should an employee lose his departmental recall rights or accept departmental recall rights as outlined above, he will still maintain his classification recall rights.

D) When the job classification from which an employee has been laid off is again vacant, the employee shall be entitled to be transferred to his prior job classification. An employee who declines the opportunity of returning to his prior job classification and shift shall forfeit the right to return thereafter.

E) 1) A laid off employee who has the necessary qualifications, skill and ability to perform the available work within a trial period of up to three (3) working days shall be recalled in order of seniority.

2) Under the conditions set forth below, a layoff due to lack of work shall not break plant-wide seniority. If an increase in forces is necessary, an employee with recall rights who is absent on layoff will be notified of his recall by registered letter at his last known address.

3) It is the responsibility of a laid off employee to notify the Company of his current address. If an employee so recalled does not inform the Company of his intentions to return to work or fails to present an explanation, satisfactory to the Company, of his failure to so notify the Company within one (1) week of the post mark date shown on the letter of recall, such employee shall be considered as having voluntarily resigned, shall lose his seniority and the Union shall be notified without undue delay.

4) A laid off employee who is not recalled within the following time limits shall lose his seniority:

<b>Term of Employment</b>	<b>Must be Recalled Within</b>
Less than three (3) years	One (1) year
Three (3) years and over	Two (2) years

**14:09 A)** If an employee is absent from work due to illness or any accident that is not covered by Workers' Compensation and such absence does not extend beyond one (1) year, in the case of an employee with less than three (3) years of service or beyond two (2) years in the case of an employee with three (3) years or more of service, he shall continue to accumulate seniority during such absence and shall return to the position held prior to such absence, unless in the meantime, that job has been filled by a more senior employee as a result of the layoff procedure, provided he possesses the necessary qualifications, skill, ability and physical fitness to qualify for such job.

**B)** If an employee is absent from work due to an accident covered by Workers' Compensation, he shall continue to accumulate seniority during such absence and shall return to the position held prior to such absence, provided he possesses the necessary qualifications, skill, ability and physical fitness to qualify for such job.

**14:10** When the Plant Doctor recommends that an employee should have a change in jobs for health reasons, the Company shall make every effort to place such employee in another job within his job classification, subject to seniority. In the event the Company is unable to place him in another job within his classification, that employee shall be considered as having been laid-off from his job classification for lack of work and he shall be permitted to use his seniority to secure alternate employment under the layoff provision of Section 14:04 of the Agreement.



**14:11** An employee who transfers to a position outside the bargaining unit for a period exceeding six (6) calendar months shall be deemed to have forfeited any further claim to seniority. However, should an employee be returned to the bargaining unit, by the Company within the six (6) month period, he will be re-employed on his former job, wherever practical, with full rights. This transfer will be on a one time basis only.

**14:12** Notwithstanding the above provisions, employees may be borrowed from one (1) classification to another for a period of ten (10) working days at any one time up to a total of forty (40) worked days in any one (1) year, which period may be extended upon agreement with the employee and the Union and he shall be paid his own rate or the rate for the job, whichever is the higher.

**14:13** The seniority and employment of an employee shall terminate if:

A) An employee quits his employment and is not reinstated by the Company within three (3) working days.

B) An employee is discharged and such discharge is not reversed through the grievance procedure.

C) An employee fails to respond to his recall under the conditions outlined in Section 14:08 E) 3).

D) An employee is laid off in excess of the time limits outlined in Section 14:08 E) 4).

E) An employee is absent from work for three (3) consecutive working days or more without notice to the Company. The Company may waive this requirement if the employee presents reasons satisfactory to the Company.

F) An employee exceeds the length of time granted for a leave of absence. The Company may waive this requirement if the employee presents reasons satisfactory to the Company.

G) An employee who has attained the retirement age of sixty-five (65) years.

## ARTICLE 15 – JOB POSTINGS

**15:01** The initial permanent job vacancy and a maximum of one (1) subsequent permanent job vacancy will be posted on the plant bulletin boards for a period of two (2) consecutive working days (excluding Saturdays, Sundays and Holidays).

**15:02** Applicants for the job will file their names with their Leader during the period of posting upon a form supplied by the Company (the employee and the Union receiving a copy).

**15:03** An application for a permanent vacancy may be filed by a steward, with the employee's signed consent (with a copy to the Human Resources Department) if the employee is absent during the period the vacancy is posted. Such employee, if he is the successful applicant, shall be awarded the job only if he is available for the position when required by the Company.

**15:04 A)** Applicants who possess the necessary qualifications, skill and ability to become able to perform the required duties within the trial period outlined in Section 15:06 will be given preference in accordance with their seniority.

**B)** Consideration will be given to the employee's work record.

**C)** The successful job applicant for any vacancy shall have the opportunity to see the job and to discuss it with the Leader involved before finally committing himself to accepting such job vacancy.

**15:05** If there are no successful applicants to a job posting or vacancies occur after the job posting procedure, the Company may fill the vacancies at their discretion.

**15:06 A)** A successful applicant of a job posting will be given a trial period, with training, to become able to perform the required duties to Company standards as follows:

**B)** pay level 1 to 4 inclusive - up to ten (10) working days maximum

pay level 5 and above - up to fifteen (15) working days maximum

**C)** Such trial periods may be extended by mutual agreement

D) Employees selected for job postings must be placed on the job within ten (10) working days from the completion of the job posting procedure. If the employee is not moved within the above ten (10) working day period, he will receive the rate of pay of the new job.

**15:07** If, within the designated trial period (including temporary postings), the applicant is considered to be unsuitable or he chooses not to remain on his new job, he will be returned to his former job or be placed on any vacant position, at the option of the Company, after discussion with the employee, with bidding rights restored. An applicant considered unsuitable will lose his bidding rights for a period of three (3) calendar months. An applicant who chooses not to remain will lose his bidding rights for a period of six (6) calendar months.

**15:08** The successful applicants must remain on the job for a minimum of six (6) calendar months.

**15:09** A new employee may apply for a job posting after he has completed his probationary period.

**15:10** Lead Hand vacancies will be posted in the department but the selection of Lead Hands will be at the sole discretion of the Company.

**15:11** The Company will not be required to fill vacancies under the Job Posting Article, as a result of new product introduction, that involves more than fifteen percent (15%) of the current number of employees in a classification within a department in any one (1) month period.

**15:12** A) A temporary vacancy due to illness or injury, designated by the employee's Doctor in consultation with the Company Doctor, to be in excess of four (4) calendar weeks duration shall be filled by a temporary job posting as follows (including leave of absences over four (4) weeks' duration):

1. The initial temporary vacancy only shall be posted in the department. If it is not possible for anyone in the Department to apply, the vacancy shall be posted plant wide only.

2. The temporary vacancy must be in pay level 3 or above.

3. The successful applicant must have the necessary qualifications, skill and ability to become able to perform the job during a trial period, with training, of up to two (2) working day maximum.

**B)** While an employee is on a temporary job posting, he may post for a permanent position, however, he must first fulfil his obligation to the temporary job posting (not to exceed eight (8) weeks' duration) prior to taking possession of his permanent job posting. The temporary filling of the permanent job posting referred to above shall be done at the discretion of the Company. If an employee chooses not to remain on the temporary job, he will lose his bidding rights for a period of six (6) calendar months.

**C)** The employee placed on a temporary job through a job posting who is subsequently displaced by the return of the regular employee will be returned to his former position.

## **ARTICLE 16 – WORKING CONDITIONS (SAFETY)**

**16:01** The Company agrees to maintain reasonable provisions for the safety and health of its employees during the hours of their employment. The Plant shall conform to all legal standards of the Occupational Health & Safety Act (Ontario).

**16:02** The Company and Union having established a Safety Committee composed of four (4) representatives appointed by the Company and four (4) representatives appointed by the Union, shall meet monthly, during working hours, for the purpose of discussing safety problems. The Union safety representative on the afternoon shift will be paid the appropriate overtime rate to attend the monthly safety meeting. Copies of the minutes of such meetings shall be posted monthly on the Union Bulletin Board with one (1) copy sent to the local Union.

**16:03 A)** The Company agrees to pay a maximum of \$65.00 of the cost towards the purchase of safety shoes through the Company for the employee's own use. The Company will determine where safety shoes are required in the Plant. Effective May 26, 1991, the

allowance will be increased to \$70.00 and effective May 24, 1992, the allowance will be increased to \$75.00.

B) Such allowance will be paid once per year. However, if an employee terminates within 3 months of his hiring date, the allowance will be recovered from his pay.

**16:04** The Company agrees to pay a maximum of \$70.00 once each two (2) year period towards the cost of prescription safety glasses that comply to C.S.A. specifications for lenses and frames for the employee's own use. The Company will determine where safety glasses are required in the Plant. Effective May 26, 1991, the allowance will be increased to \$75.00 and effective May 24, 1992, the allowance will be increased to \$80.00.

**16:05** Should the Company doctor or nurse recommend that an employee goes home or stays off work for the remainder of the day on which an injury occurred, the employee shall be paid at his classification rate for the hours so lost for the balance of his regular shift.

**16:06** The Company agrees to provide one pair of non-prescription safety glasses each two (2) year period for employees, where such safety glasses are required for their employment.

## **ARTICLE 17 - BULLETIN BOARDS**

**17:01** The Company will provide a Bulletin Board for the use of the Union and the Union will obtain approval from the Human Resources Leader for all material posted on the board.

## **ARTICLE 18 - INFORMATION TO THE UNION**

**18:01** Copies of all general notices which are posted on the plant's Bulletin Boards which deal with hours, wages or working conditions, will be sent to the President of the Local Union.

**18:02** The Company will supply the Union with a copy of our information form for the following: hired, recalled, laid off, disciplined,

resigned, permanent transfer and leave of absence. Such form will be forwarded within five (5) working days of the occurrence.

## **ARTICLE 19 – ACCESS TO COMPANY PROPERTY BY UNION REPRESENTATIVES**

**19:01** The Company will not unreasonably withhold permission to any authorized and assigned representative of the Union to have admission to the plant during working hours. Such representative who is not an employee of the Company will be accompanied by Company representatives and shall, upon request, be accompanied by a Union representative, who is an employee of the Company, during their visit to the Plant and they shall not interfere with employees who are working.

## **ARTICLE 20 – LEAVE OF ABSENCE**

**20:01** The Company may grant a leave of absence in writing, without pay, for legitimate personal reasons, at the Company's discretion. Such leave of absence shall not be unreasonably denied.

**20:02** Every leave of absence must be authorized in writing, and such leave shall not affect the employee's seniority rights when used for the purpose granted, provided he returns to work no later than the expiration of his authorized leave.

**20:03** Any leave granted under this Article shall be without pay and when leave is for longer than one month, the Company will not be liable for continuity of benefits.

**20:04** Employees who become pregnant will apply for and be granted a leave of absence without pay. On presentation of a certificate from a legally qualified medical practitioner stating the expected date of delivery, leave may commence at any time during a period of six (6) weeks, or earlier at the request of the employee's medical practitioner, immediately preceding the specified date and until the date of actual delivery. However, the Company may initiate leave at any time prior to the date of delivery, if the duties of the employee's

position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such leave of absence, normally not exceeding six (6) months, shall end, at the latest, twelve (12) weeks after the date of delivery or earlier, if the employee presents a written opinion of a legally qualified medical practitioner approving her return to work.

**20:05** An employee or employees appointed or elected by the Union to attend a convention or conference may be granted a leave of absence by the Company, without pay, providing fifteen (15) calendar days notice is given up to a maximum of three (3) persons (maximum of one (1) person in any department). Such maximum may be increased provided that the operation of the Plant will not be seriously affected by the granting of such leave.

**20:06** An employee, after three (3) years of service with the Company, who is elected a National Officer, or is appointed a National Representative of the Union, shall, on making fifteen (15) calendar days prior written application to the Human Resources Leader and stating a definite period for the absence, be granted leave of absence during the term of office with accumulation of seniority, not to exceed one (1) year.

**20:07** Such leaves of absence may, on receipt of fifteen (15) calendar days prior written application, be extended from year to year, including maintenance of seniority, but not to exceed a total of two (2) years' leave of absence to any one employee.

**20:08** Upon their return to work, they will be re-employed on their former job, wherever practicable, with full rights.

**20:09** The Company shall grant a leave of absence in writing, without pay, when a person is incarcerated due to an impaired driving conviction for a period not to exceed three (3) calendar months. An employee may be granted a leave of absence under this clause one time only.

## **ARTICLE 21 - DISCIPLINARY CASES**

**21:01** A claim by an employee or the Union that he has been unjustly disciplined, shall be treated as a grievance, if a written statement of such grievance is lodged with the Company as follows:

A) In the case of suspension or discharge, within two (2) working days after confirmation from the Company of the discharge or suspension for a fixed period.

B) In the case of a written warning, within two (2) working days after receipt of the written warning by the employee and the Union.

**21:02** All preliminary steps of the Grievance Procedure prior to THIRD STAGE will be omitted in cases of suspension or discharge.

**21:03** A discharge or suspended employee may be permitted to interview his Steward and/or an elected union official for a period of time before leaving the Plant. If a Leader feels a meeting is not advisable before the employee leaves the Plant, a meeting between the parties will be held no later than two (2) working days following the employee leaving the Plant.

**21:04** All written warnings and suspensions shall be cancelled after twelve (12) months from the date of the last recorded disciplinary action.

**21:05** An employee will be accompanied by a Union representative when disciplinary action is to be taken by a Leader. Also, the employee may waive the right to Union representation if he so indicates to the Steward and the Leader.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

**22:01** A) A grievance is defined as an alleged violation, misinterpretation or misapplication of the terms of the Agreement relating to rates of pay, wages, hours of work or any other working conditions.



## **B) FIRST STAGE**

It is the mutual desire of the parties complaints shall be adjusted as quickly as possible; both parties, therefore, recognize that the Leader should be informed as quickly as possible of the employee's complaint and that an employee shall not resort to the following grievance procedure, until he has given his immediate Leader an opportunity to adjust his complaint. The employee may request the assistance of a Steward when taking up a complaint with his Leader.

### **22:02 SECOND STAGE**

If an employee has any matter to take up with the Company which is in the nature of a grievance, he may take the matter to the Union Steward in his section and the Union Steward may present the matter, in writing, to the Team Leader of the Department. The grievance will show the Article(s) and Section(s) in the Agreement alleged to be violated. Such statement will not preclude the use of other clauses in support of the grievance up to and including Arbitration. A grievance must be lodged within ten (10) working days of the person or Union becoming aware of the facts surrounding it. The grievance must bear the signature of the employee and must be signed by the Team Leader indicating time and date received. The grievance shall then become a matter for discussion between the Chief Steward, Zone Steward, Team Leader and immediate Leader involved. This meeting shall be held as quickly as possible but no later than three (3) working days after receipt of the grievance by the Team Leader. The Team Leader shall give an answer, in writing, within three (3) working days after the date of the meeting.

### **22:03 THIRD STAGE**

If a settlement is not reached, the grievance may be referred to the Union Grievance Committee, who shall be employees of the Company, and such Committee may take the matter up with the Human Resources Leader or his representative. Grievances must be filed within two (2) working days after an answer has been given by the Company in any stage.

**22:04** A meeting will be held within five (5) working days of receipt of the grievance by the Human Resources Leader or his represent-

ative, and the Company will give the Union a minimum of twenty-four (24) hours notice of the meeting. The Human Resources Leader or his representative, will give an answer within five (5) working days.

**22:05** At the Third Stage meeting, the Union shall have the right to have present an agent or official of the Union and by mutual agreement between the Company and the Union, the employee grieving or any employee possessed of factual knowledge touching the matter in question. The Company shall also have the right to have present any officers, officials, or agents selected by it.

**22:06** The Union or the Company may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement. Such a grievance will be entered by the President or Secretary Treasurer of the Local Union to the Human Resources Leader and the Human Resources Leader to the President of the Local Union, within five (5) working days. If such grievance could not be resolved at a lower step because of the nature and scope of the subject matter, such Policy grievance will be processed to the Third Stage.

**22:07** A grievance which has not been entered at each Step of the Grievance Procedure or not answered within the time limits specified will be advanced to the next Step except where the time limits imposed upon either party have been extended by mutual agreement.

## **ARTICLE 23 – ARBITRATION**

**23:01** If a grievance has not been settled after the above procedure has been exhausted, either party, in writing, may within fifteen (15) calendar days of the date of the THIRD STAGE grievance answer, request that the grievance be submitted to Arbitration.

**23:02 A)** Such grievance shall be submitted to a single arbitrator selected by the parties from the following panel, in rotation:

- J.F.W. Weatherill
- Dean W.B. Raynor
- Don O'Shea
- Jane H. Devlin
- Professor G.J. Brandt

**B)** In the event that the arbitrator next in rotation is unable to act, the particular case will be referred to the next arbitrator on the list. The parties may agree to depart from the order of rotation such as in cases of discharge where the parties will attempt to have the matter heard by the arbitrator on the list who is most available.

**23:03** Each of the parties will bear its own expenses with respect to any arbitration proceedings. The parties will equally share the expenses of the arbitrator.

**23:04** The decision of the arbitrator shall be final and binding on the parties and employees covered by the Collective Agreement.

**23:05** The arbitrator shall not be authorized nor shall he assume authority to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.

**23:06** By mutual agreement between the parties, the periods of time previously stated may be extended.

**23:07** At arbitration, the conferring parties may have the assistance of the employees concerned and any witnesses with factual knowledge.

## **ARTICLE 24 – STRIKES AND LOCKOUTS**

**24:01** The Company agrees that there will be no lockout of its employees and the Union agrees that there will be no strike or other collective action which will stop, curtail, or interfere with work or the Company's operations during the term of this Agreement.

## **ARTICLE 25 – JURY DUTY**

**25:01** If an employee is called out for jury duty or subpoenaed as a crown witness, the Company shall make up the difference between the monies allowed for such jury duty and the pay lost by the employee.

## **ARTICLE 26 - BEREAVEMENT PAY**

**26:01** When death occurs in an employee's immediate family, i.e. spouse, legal common-law spouse, parent of a current spouse, child, brother, sister, father-in-law, mother-in-law, stepfather, step-mother, or stepchild, the employee, upon request, may be excused, without loss of earnings at his regular hourly rate, for any of the first three (3) normally scheduled working days (excluding Saturdays and Sundays) immediately following date of death provided he attends the funeral.

**26:02** An employee will be granted one (1) day compassionate leave of absence with pay to attend the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

**26:03** An employee shall not be entitled to receive payment under this Article for any day that he would not otherwise have been scheduled to work for the Company.

## **ARTICLE 27 - REST PERIODS AND CLEAN-UP**

**27:01** The Company shall set aside and allow two ten minute personal and fatigue periods for each shift. An additional ten (10) minutes personal and fatigue period will be allowed employees working directly on the Assembly lines.

**27:02** The Company will allow one (1) five (5) minute clean-up period at the end of the regular shift.

## **ARTICLE 28 - GROUP INSURANCE**

**28:01** A) The Company will make arrangements with a Carrier of its choice and/or applicable Government Agency for the benefits outlined in Appendix "C".

B) Any premium reductions to the legislated medical programmes covered by this Agreement will be used by the Company to offset the total cost of the Group Insurance Program.

**28:02** The terms of the Group Insurance Plan shall be contained in Appendix "C" and form part of this Collective Agreement.

**28:03** This Article and Appendix “C” is intended to summarize the main aspects of your benefits as an employee of Inglis. It is not intended to replace or amend the individual Plan documents and Insurance contracts that govern the various plans that make up your Benefit Program.

**28:04** All employees will be eligible for Insurance coverages, on the first day of the month following the completion of their probationary period.

**28:05** Any premium reduction to the legislated Unemployment Insurance benefit will be used by the Company to offset the cost of the Group Insurance Program.

## **ARTICLE 29 – PENSION PLAN**

**29:01** The Company will contribute fifty (50¢) cents per hour on behalf of each eligible employee to the C.W.C. Multi-Employer Pension Plan. Effective May 26, 1991, this amount will be increased to fifty-three (53¢) cents per hour and effective May 24, 1992, this amount will be increased to fifty-five (55¢) cents per hour.

## **ARTICLE 30 – TOOL ALLOWANCE**

**30:01** Each skilled trades employee in the Tool Room/Maintenance Department will be provided with a list of basic tools required to efficiently perform their skilled function.

**30:02** In the event any of the required tools on the list are broken or become worn out, the tool will be presented to the Leader who will order a replacement.

**30:03** The cost of replacing tools will be borne by the Company to a maximum of \$300.00 per employee per Contract year.

**30:04** In order to be eligible for the tool allowance, the employee must have all of the tools on the required list.



## ARTICLE 31 - DURATION AND TERMINATION

**31:01** This Agreement shall remain in effect from May 22, 1990  
until May 21, 1993.

This Agreement shall continue in full force for a further year without change unless either party gives the other party not more than ninety (90) days or less than thirty (30) days written notice of termination or desired amendment of the Agreement.

**31:02** Notices that amendments are required or that either party intends to terminate the Agreement, may only be given within a period of ninety (90) days prior to the expiration of this Agreement.

Signed by the Parties hereto on the 11th day of **June**, 1990 in the City of Cambridge.

FOR INGLIS LIMITED

FOR INGLIS LIMITED

*R. King*  
*S. Thwaites*  
*F. LaCocotte*  
*J. R. White*

FOR COMMUNICATIONS AND ELECTRICAL WORKERS OF CANADA - C W C

*Jeff Hagman*  
*Harry Bowman*  
*Mike*  
*John*  
*John DeAngel*  
*Louis Wood* *Eric*

**APPENDIX "A"**  
**CLASSIFICATIONS AND PAY LEVELS**

PAY LEVEL	CLASSIFICATION
1	General Labourer
2	Paint Shop Operator Assembler
3	Assembly Team Member Machine Operator Material Chaser Lift <b>Truck</b> Operator Storekeeper Inspector-Paint

- Maintenance Service
- Utility
- Sander
- Receiver
- Assembler-Checker
- 4 Primary Team Member #1
- Repair
- Storekeeper-Steel
- 5 Machine Operator and Set Up
- Sprayer
- Maintenance Serviceman I
- 6 Slitter Operator
- Electrostatic Operator/Sprayer
- 7 Primary Team Member #2
- Die Setter/Machine Operator
- Inspector-Receiving
- Inspector-Press/Fabrication
- Lead Hand - 25¢ per hour over highest rate lead

**SKILLED TRADES**

PAY LEVEL

\ CLASSIFICATION

S-1

Millwright  
Lift Truck Mechanic

S-2

Electrician  
Tool & Die Maker



**APPENDIX "B"**  
**WAGE RATE SCHEDULE**  
 APRIL 9, 1990

PAY LEVEL	START	6 MONTH	12 MONTH	18 MONTH	24 MONTH
1	9.98	10.48	10.98	11.48	11.98
2	10.10	10.60	11.10	11.60	12.10
3	10.22	10.72	11.22	11.72	12.22
4	10.34	10.84	11.34	11.84	12.34
5	10.46	10.96	11.46	11.96	12.46
6	10.58	11.08	11.58	12.08	12.58
7	10.70	11.20	11.70	12.20	12.70
INVENTORY	9.98	10.48	10.98	11.48	11.98
STUDENT	7.40				

**SKILLED TRADES**

S-1	17.65
S-2	17.85

**APPENDIX "B"**  
**WAGE RATE SCHEDULE**  
**MAY 26, 1991**

<b>PAY LEVEL</b>	<b>START</b>	<b>6 MONTH</b>	<b>12 MONTH</b>	<b>18 MONTH</b>	<b>24 MONTH</b>
1	10.55	11.05	11.55	12.05	12.55
2	10.67	11.17	11.67	12.17	12.67
3	10.79	11.29	11.79	12.29	12.79
4	10.91	11.41	11.91	12.41	12.91
5	11.03	11.53	12.03	12.53	13.03
6	11.15	11.65	12.15	12.65	13.15
7	11.27	11.77	12.27	12.77	13.27
<b>INVEN- TORY</b>	10.55	11.05	11.55	12.05	12.55
<b>STUDENT</b>	7.40				

**SKILLED TRADES**

<b>S-1</b>	18.22
<b>S-2</b>	18.42

**APPENDIX "B"**  
**WAGE RATE SCHEDULE**  
MAY 24, 1992

PAY LEVEL	START	6 MONTH	12 MONTH	18 MONTH	24 MONTH
1	11.15	11.65	12.15	12.65	13.15
2	11.27	11.77	12.27	12.77	13.27
3	11.39	11.89	12.39	12.89	13.39
4	11.51	12.01	12.51	13.01	13.51
5	11.63	12.13	12.63	13.13	13.63
6	11.75	12.25	12.75	13.25	13.75
7	11.87	12.37	12.87	13.37	13.87
INVENTORY	11.15	11.65	12.15	12.65	13.15
STUDENT	7.40				

**SKILLED TRADES**

S-1	18.82
S-2	19.02

**APPENDIX "C"**

BENEFIT		EFFECTIVE DATE
Life Insurance	\$17,000.00	June 1, 1990
	\$17,500.00	June 1, 1991
	\$18,000.00	June 1, 1992
Accidental Death & Dismemberment (A.D. & D.)	\$17,000.00	June 1, 1990
	\$17,500.00	June 1, 1991
	\$18,000.00	June 1, 1992
Major Medical	<ul style="list-style-type: none"> <li>- \$10.00/\$20.00 deductible</li> <li>- semi private hospital coverage (no deductible)</li> </ul>	
Weekly Indemnity	<ul style="list-style-type: none"> <li>- 60% of earnings up to the U.I.C. maximum weekly benefit,</li> <li>- first day of accident, first day of hospitalization, seventh day of illness to a maximum of 26 weeks</li> <li>- day surgery included under first day of hospitalization</li> </ul>	
Prescription Drug Plan	<ul style="list-style-type: none"> <li>- \$1.00 deductible per prescription.</li> <li>- pay direct plan equivalent to Formulary 3.</li> </ul>	
Dental Plan	- coverage as outlined below	
	- 1988 fee schedule	June 1, 1990
	- 1989 fee schedule	June 1, 1991
	- 1990 fee schedule	June 1, 1992

The total premiums for the above benefits are paid by Inglis Limited at no cost to the employee.

## **APPENDIX "D"**

### **TERMINOLOGY AND DEFINITIONS**

A Qualified Worker is one who is accepted as having the necessary physical attributes, who possesses the required intelligence and education, and has acquired the necessary skill and knowledge to carry out the work in hand to satisfactory standards of safety, quantity and quality.

### **DENTAL PLAN**

#### **SECTION I**

##### ***Establishment of Dental Plan***

The Company agrees to provide Dental Care Benefits under a Dental Care Plan Contract.

#### **SECTION II**

##### ***Eligibility and Effective Date of Coverage***

1. Coverage will be effective June 1, 1985 for:
  - a) Employees in Active Service on or after the Effective Date and their eligible Dependents.
  - b) Employees on approved Leaves of Absence and their eligible Dependents as follows:
    - (i) Disability Leaves - 1st day of the month following the date of return to Active Service.
    - (ii) Pregnancy Leaves - 1st day of the month following the date of return to Active Service.
    - (iii) Leave for Local Union Business - 1st day of the month following the date of return to Active Service.
    - (iv) Other Leaves - 1st day of the month following the date of return to Active Service.
  - c) Retired Employees except as a covered Dependent are excluded under this plan.

- d) Laid off Employees except as a covered Dependent are excluded under this plan.
2. Employees entering or re-entering the Dental Plan after the Effective Date.
    - a) Employees hired or rehired on or after the Effective Date shall be eligible for coverage under the Dental Plan as of the **first** (1st) day of the month following three (3) complete calendar months of Active Service.
    - b) Employees returning to Active Service by reason of recall on or after the Effective Date shall be eligible for coverage the first (1st) day of the month following two (2) complete calendar months of Active Service.
    - c) Employees transferred into a Bargaining Unit on or after the Effective Date shall be eligible for coverage the first (1st) day of the month following the date of transfer.
  3. Dependent Coverage
    - a) Coverage shall be effective ~~at~~ the time of Employee coverage for those enrolled dependents who are eligible Dependents at the time the Employee **is** hired, rehired, recalled from lay-off or transferred to the Bargaining Unit.
    - b) Coverage for Dependents added subsequent to the date of Employee coverage will be effective on the first (**1st**) day of the month following the date the Employee enrolls such Dependent (subject to the qualifications contained in Section VI (4)).

### SECTION III

#### *Cessation and Continuation of Coverages*

1. In case of termination of employment due to quit, discharge, lay-off or retirement coverage will cease on the last day of the month in which employment ceases.
2. Approved Leaves of Absence
  - a) Disability Leave of Absence - Coverage will cease on the last day of the month following three (3) continuous months of absence due to an accident or sickness.

- b) Pregnancy Leaves – Coverage will cease on the last day of the month in which the leave commences.
- c) Leave for Local Union Business - Coverage will cease on the last day of the month in which the leave commences.
- d) Other Leaves - Coverage **will** cease on the last day of the month in which the leave commences.

#### SECTION IV

##### *Benefits*

- 1. Insured Services shall be available to a Subscriber for himself/herself and eligible Dependents as shown on Page 5.
- 2. Effective June 1st, 1990 payment for Insured Services are based on the fee as outlined in the Ontario Dental Association Fee Guide for general practitioners effective January 1st, 1988. Effective June 1st, 1991, the schedule will be updated to the January 1st, 1989, Fee Guide and effective June 1, 1992, the schedule will be updated to the January 1, 1990 Fee Guide.

#### SECTION V

##### *Exclusions*

- 1. No benefit for Dental Care shall be available for a Subscriber or Dependent if he/she receives, or is entitled to receive such Dental Care or compensation from Provincial Health Care Plan, the Workers Compensation Board or any other government source or insurer.
- 2. No benefit shall be available for or in connection with any dental services not listed as Insured Services.
- 3. No benefit shall be available for charges in excess of the Provincial Dental Association Fee Guide for general practitioners.  
No benefit shall be available for charges in excess of the Provincial Dental Association Fee Guide for general practitioners for Dental Care rendered outside province of residence.

## SECTION VI

### General Conditions

1. Affirmative proof to the reasonable satisfaction of the Carrier and signed by the Dentist rendering the services of the full particulars of the Dental Care rendered and of the charges made for such Dental Care must be furnished to their offices within sixty (60) days after the rendering of such Dental Care.
2. Each subscriber and Dependent as a condition precedent to receiving benefits for Dental Care consent to, authorizes and directs any Dentist, Physician, Surgeon, Consultant, Hospital or other person or corporation to make available to the Carrier such dental, medical or surgical reports, records, x-rays and other information pertaining to the Dental Care rendered as the Carrier may reasonably request.
3. The Carrier nor the Company shall in no way be responsible for any act or omission of any Dentist in providing Dental Care.
  - a) The obligation of the Carrier shall be limited **solely** to payment of benefits according to the provisions of the Contract.
  - b) The obligation of the Company shall be limited to payment of premiums to provide coverage according to the provisions of this Contract.
4. Notwithstanding anything hereinbefore contained, no benefit shall be available for Dental Care rendered to a Dependent of whom written notice has not been given to the Company within 60 days of the date of addition of the Dependent by the Subscriber. However, if in the opinion of the Carrier such Dependent satisfactorily passes a dental examination, benefits shall be available for Dental Care rendered to him after the date of such examination.
5. The Carrier nor the Company shall in no way be responsible for arranging or providing Dental Care.
6. No person other ~~than~~ the Subscriber or his Dependent, as recorded in the office of the Carrier is entitled to benefits under this Contract. If a subscriber or Dependent thereof assigns, transfers or add any other person in obtaining benefits under this Contract, the benefits shall cease immediately for that Subscriber



or Dependent and the Subscriber agrees to reimburse the Carrier for any loss suffered thereby.

## SECTION VII

### Definitions

1. Active Service - The Employee will be considered in Active Service with the Company on a day which is one of his scheduled workdays if he was performing in the customary manner on a full-time basis all the regular duties of his employment with the Company. He will be considered in Active Service on a day which is not a scheduled work day only if he was performing in the customary manner all of the regular duties of his employment on such preceding work day.
2. Company - Inglis Limited.
3. Dental Care - Professional Dental services to the extent set out in Section IV if rendered and billed after the Effective Date by a Dentist of the Subscriber's or Dependent's choice.
4. Dentist - A Doctor of Dental Surgery licensed to practice the profession of dentistry or dental surgery in the jurisdiction in which his professional services are rendered to the Subscriber and Dependent.
5. Dependent
  - a) Spouse of the Subscriber while residing with the Subscriber.
  - b) Any of the Subscriber's unmarried, unemployed children under twenty-one (21) years of age while residing with him in a normal parent-child relationship, provided the name of such spouse or child shall have been listed on the Subscribers request for coverage and provided the applicable premium at the current rate has been paid to cover such spouse or child.

A child shall cease to be a Dependent at the end of the calendar month in which he/she attains the age of twenty-one (21) years, marries or becomes employed, whichever date shall first occur.
6. Effective Date - June 1, 1985.

7. Employee - Full-time employee of the Company excluding an Employee who works less than 20 hours per week.
8. Subscriber - Anyone employed with and on the payroll of the Company who has completed a request for the coverage provided in this Contract and for whom the premiums at the current rates have been paid to the Carrier by the Company.
9. Carrier - The Company will make arrangements with a Carrier of its choice.

#### INSURED SERVICES

To the extent that such Dental Care is necessary according to the standards of good dental practice.

1. Examinations
  - a) Initial examination of a new patient.
  - b) Re-examination of a previous patient.
  - c) Specific examination
  - d) Emergency examination and/or consultation
2. Consultations
  - a) Treatment Planning
  - b) With patient
  - c) Another Dentist
3. Specific Diagnostic Procedure
  - a) Dental Canes susceptibility test
  - b) Biopsy, soft-hard tissue
  - c) Pulp vitality **tests**
  - d) Bacteriologic Cultures for determination of pathologic agents
  - e) Cytological examination
4. Radiographic Examination and Interpretation (X-Ray)
  - a) Intraoral periapical films, complete series
  - b) Intraoral periapical films, one to ten films
  - c) Occlusal films
  - d) Posterior bitewing films
  - e) Extraoral films
  - f) Sinus examination

- g) Sialography
  - h) Use of radiopaque dyes to demonstrate lesions
  - i) Temporomandibular joint films
  - j) Panoramic films
  - k) Cephalometric films
  - l) Interpretation of radiographs from another source
  - m) Tomography
  - n) Hand and wrist (as diagnostic aid for dental treatment)
5. Preventive Services
- a) Scaling and Polishing
  - b) Topical Fluoride Treatment
  - c) Oral Hygiene Instruction
  - d) Occlusal Equilibration
6. Treatment of Dental Caries (Fillings)
- a) Sedative (palliative) dressing
  - b) Amalgamation Restorations
    - Primary Teeth
    - Permanent Anterior and Bicuspid Teeth
    - Permanent Molar Teeth
    - Pin reinforcement
    - Silicate restorations
    - Acrylic or composite restorations
7. Surgical Service - Removal of Teeth
- a) Removal of Erupted Tooth - Uncomplicated
    - Single Tooth
    - Each additional tooth in same surgical site
  - b) Surgical Removals
    - Removal of erupted tooth (complicated)
    - Removal of impacted tooth
  - c) Removal of Residual Roots
    - Soft tissue coverage
    - Bone tissue coverage
8. Anaesthesia

Letter of Understanding

between

Inglis Limited  
Cambridge Division

and

Communications and Electrical Workers  
of Canada - C.W.C., Local 595

**Re: Installation of new Automated Machines**

With respect to the installation of robots or new automated manufacturing machines, the Company will give a minimum of sixty (60) calendar days' notice to the Union before such robot or machine is expected to be used for production in a work area.

Such notice will include a brief description of the function of the device, the expected decrease or increase in the number of represented employees as a direct consequence of the use of the device and the anticipated date of the use of the device for production.

For the purpose of this Letter, technological change shall be understood to mean any new processes introduced by the Company in the manner in which it carries out production operations where such change or changes affects the terms and conditions of security of employment of any member of the bargaining unit.

  
\_\_\_\_\_  
for the Union

  
\_\_\_\_\_  
for the Company

Date June 11, 1990

Letter of Understanding  
between  
Inglis Limited  
Cambridge Division  
and  
Communications and Electrical Workers of  
Canada - C.W.C., Local 595

**Re: Pay Cheques and Shortages**

1. The Company agrees to pay day shift employees each Thursday before 3:00 p.m.  
    ‘B’ shift - Thursday evening  
    ‘C’ shift - Wednesday evening
2. The above is conditional on the pay cheques being available in time from the Corporate Office.
3. The Company reserves the right to revert to Friday pay days if we experience any rise in absenteeism on Fridays.
4. If the Company makes an error on an employee’s pay cheque, the Company will make every effort to correct the error the following working day.

  
For the Union

  
For the Company

DATE: June 11, 1990

LETTER **OF** UNDERSTANDING  
BETWEEN  
INGLIS LIMITED  
CAMBRIDGE DIVISION  
AND  
COMMUNICATIONS & ELECTRICAL  
WORKERS OF CANADA - C.W.C. LOCAL 595  
**RE: SKILLED TRADES - ROTATING SHIFTS**

PURPOSE:

This letter of understanding is to establish and maintain a fair and orderly regular shift rotation procedure as it applies to all work performed by the skilled trades classifications in departments 923 Maintenance and 922 Tool Room.

PROCEDURE

- (1) Manpower requirements on any shift will be determined by seniority within the skilled trades classification.
- (2)
  - A) The number of employees required in each skilled trades classification, in each department, on regular shift rotation will be determined by the Company. The shift rotation will be bi-weekly.
  - B) The shift requiring the least number of employees will be used as a base and this number of employees will rotate on a regular basis on three shifts.
  - C) After determining as in 2) B), the next shift requiring the least number of employees will be used as a base and this number of employees will rotate on a regular basis on two shifts.
  - D) After determining as in 2) C), the remainder of the employees will work a steady shift.
- (3) An employee within any skilled trades classifications not required to work "B" or "C" shift(s) as determined by their seniority may elect to work rotating shifts as in the above. Such

employee will remain on **the** shift rotation of choice permanently or as determined by the posting provision.

- (4) Employees affected by any manpower requirement change, in any skilled trades classification, on any shift will exercise their bumping rights in accordance with their seniority.
- (5) Any request for a temporary shift change must be approved by the Team Leader.
- (6) Employees working on a three shift basis will rotate from days to nights to afternoons.
- (7) The normal hours of work for skilled trades employees will be as follows:
  - DAYS - 7:00 a.m. to 3:20 p.m.
  - AFTERNOONS 3:00 p.m. to 11:20 p.m.
  - NIGHTS - 11:00 p.m. to 7:20 a.m.

Employees will be entitled to a twenty minute unpaid lunch period.

- (8) In the event the Company requires to rotate shifts without exceptions, the affected employees will be given (4) weeks' advance notice. The Company will also meet with the affected skilled trades classification to explain the reasons behind the needs and discuss any alternatives available.

FOR THE UNION

FOR THE COMPANY

*W. Louis Watt*

*JR Watt*

DATE: *JUNE 11, 1990*

Letter of Understanding

between

Inglis Limited  
Cambridge Division

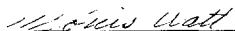
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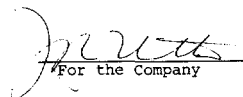
Communications and Electrical Workers of  
Canada - C.W.C., Local 595

**Re: Continental Shifts**

In addition to Section 8:11 in the Collective Agreement regarding Continental Shifts, the Company agrees to provide the Union with three (3) months written notice prior to implementing Continental shifts.

The Company further agrees to hold meetings with the Union Negotiating Committee following the above notice to negotiate the required conditions.

  
For the Union

  
For the Company

Date \_\_\_\_\_



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