

# AGREEMENT

BETWEEN

GENERAL ELECTRIC CANADA INC.



(For the Pickering, Peterborough  
Pellet and Burlington Plants)

AND THE

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)



AND ITS LOCALS 512 AND 524

**1994 - 1998**

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## AGREEMENT

### STATEMENT OF PARTIES

- R) (AGREEMENT entered into this 24th day of December, 1994 between GENERAL ELECTRIC CANADA INC., and the NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA), and its locals 512 (Pickering), 512 (Pellet), 512 (Burlington) and 524 (Peterborough).
- R) As used in this Agreement the word "Company" means General Electric Canada Inc., and the word "Union" means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and the appropriate local, and the word "employee" means those employees in the appropriate bargaining unit unless otherwise indicated.
- R) It is further agreed that Local 512 under one local charter number, covers Pickering, Pellet and Burlington Plants. In making this Agreement it is clearly understood that the Pickering, Pellet and Burlington Plants maintain their autonomy notwithstanding the composite Local 512 set-up.

### GENERALPURPOSE

The purpose of this Agreement is, in the mutual interests of the Company and the employees, to establish orderly collective bargaining between the Company and the Union, and to establish the best possible working conditions as herein provided so as to develop and maintain, with the aid of the Union, a spirit of cooperation between the Company and its employees, and to further our

doing an effective job together of manufacturing good quality products, recognizing that the well being of the Company and that of its employee depends upon the welfare of the business as a whole. It is the desire of the Company and the Union to provide full and efficient employment.

In interpreting this Agreement or its supplement unless the feminine pronoun is used the masculine pronoun shall be deemed to include the feminine

## **ARTICLE 1**

### **RECOGNITION**

- (R) The Company recognizes in its Pickering Peterborough, Pellet and Burlington Plants, the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada) and the appropriate local as the sole collective bargaining agent for all of the hourly rate employees in each such plant excepting only those employees excluded in supplements pertaining thereto.

## **ARTICLE 2**

### **DISCRIMINATION AND COERCION**

- 2.01 There shall be no discrimination or intimidation by Foremen, Superintendents or other agents of the Company against any employee because of the employee's membership in the Union, or by virtue of his holding office in the Union.
- 2.02 The Union agrees that neither its officer nor its members, nor persons employed directly or indirectly by the Union will dis

criminate against or intimidate employees, nor will it solicit members or Union dues during working hours.

- 2.03 Both the Union and Management agree that the provisions of this Agreement will be applied to all employees without discrimination. The parties further agree that an employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, will not be factors used in its application, consistent with the terms herein.

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### ARTICLE 3

#### DEDUCTION OF UNION DUES

- 3.01 The Company will provide for the deduction of regular union dues (as appropriately certified to the Company by the Union) from an employee's pay as required by Section 43 of the Ontario Labour Relations Act R.S.O. 1980, chapter 228. Such deductions will be made in accordance with the local Supplements to this Agreement and the Company will make remittance to the Financial Secretary of the Local in each week by cheque payable to the Local for the amount deducted for the previous week.

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- 3.02 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee for amounts deducted from wages as herein provided.

- (R) 3.03 A Union Representative may meet with a newly hired employee entering the Bargaining Unit, for a fifteen minute orientation meeting at a time and place acceptable to the Company.

#### ARTICLE 4

##### MANAGEMENT FUNCTIONS

The Union acknowledges that it is the exclusive function of the Company:

- 4.01 To maintain order, discipline and efficiency;
- 4.02 To hire, discharge, direct, transfer, upgrade, promote, demote or discipline employees, and to increase and decrease working forces, provided that, if there is a claim of discriminatory upgrading, demotion or transfer, or a claim that an employee has been disciplined unreasonably or discharged without reasonable cause, it may be made the subject of a grievance and dealt with as provided in this Agreement;
- 4.03 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 product to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes 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. The Company agrees that these

functions will be exercised in a manner not inconsistent with the terms of this Agreement.

## **ARTICLE 5**

### **WORKING CONDITIONS, SAFETY AND HEALTH**

- 5.01** It is the aim of the Company to provide for its employees a high standard of working conditions, and to strive constantly to prevent accidents and health hazards by systematic safety inspections and the use of safety devices and guards. The Union will cooperate with the Company to maintain good working conditions and will assist in assuring the observance of all safety rules.
- 5.02** The Company and the Union agree to exert joint efforts to maintain high standards of safety, health and good housekeeping in the plant in order to prevent industrial injury and illness.
- 5.03** The Company shall make reasonable provisions to safeguard the health and safety of the employees by supplying, without charge, special protective clothing and devices where required, adequate heating and ventilating systems, proper sanitary equipment, and lunch and locker facilities appropriate to the health and safety of employees.
- 5.04** As a minimum there shall be First Aid Station(s) open and available to qualified First Aid attendants available in the plant for all shifts.

- 5.05** The Company and the Union agree to appoint a Safety and Health Committee composed of three members appointed by the Company, and three employees of the plant appointed by the Union, or as otherwise mutually agreed locally. The function of this committee shall be to recommend to management on the promotion of safety, good housekeeping and health in the plant.
- 5.06** It is the function of this committee and it has power to,
- (a) Identify situations that may be a source of danger or hazard to employees;
  - (b) make recommendations to management and employees for the improvement of the health and safety of employees and monitor, through audit procedure, the disposition of the recommendations.
  - (c) recommend the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of employees;
  - (d) obtain information from management or other persons respecting,
    - (i) the identification of potential or existing hazards of materials, processes or equipment, and
    - (ii) health and safety experience and work practices and standards in the same or similar industries;
  - (e) maintain and keep minutes and records of its proceedings and it shall make the same available for examination and review by an inspector.



5.07 The Company will provide each employee with safety training. The Safety and Health Committee will recommend and arrange for the needed safety training and will monitor the safety programs quarterly to ensure employee participation on a regular basis.

5.08 The Company shall post and keep posted the names and work locations of the committee members in a conspicuous place or places where they are most likely to come to the attention of its employees.

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5.09 A member of this committee is entitled to such time from his work as is necessary to attend meetings of the committee and exercise his responsibilities under 6, 9, 10 and 14 of this Article without deduction of the time so spent from his work and without deduction from his wages for time so spent.

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5.10 This committee shall hold monthly meetings and carry out inspections as required. The minutes of these meetings will be forwarded to each member of the committee and a copy forwarded to the union. Such inspections shall be at least once per month and shall be carried out by one member for the company and one member for the union.

The company and the Union will provide the committee with appropriate reports and correspondence dealing with working conditions, such as reports and correspondence from the Ministry of Labour, the Ministry of Health, the Workers' Compensation Board, or any other such group.

During its monthly meetings this committee shall be advised of new processes or equipment so that it may have the opportunity to make recommendations on preventative safety procedures for such processes or equipment.

- 5.11 The Safety and Health Committee shall be informed of all lost time and medical aid accidents affecting employees in the bargaining unit and may carry out investigations on the nature and causes of these accidents. Major accidents including those where injury did not occur shall be reported without delay and, at the latest, within 24 hours, and investigated promptly.
- 5.12 The Company will, when requested, assist an employee in filling out any report required of him by the Workers' Compensation Board. At the request of the employee a union representative may be present to assist him.
- 5.13 If an employee becomes involved in a dispute with the Workers' Compensation Board regarding a claim for compensation arising out of events alleged to have happened to him during his employment with the Company, then upon the request of the employee, the Company will furnish the employee with a copy of the employee's statements to the Company about the circumstances of the accident or illness in question which the Company has included in its document to the Board.

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5.14 If an employee has reasonable cause to believe that a dangerous situation exists so that he or another employee is in danger of injury or serious risk to his health, he shall immediately notify his supervisor. He may do this with or without his steward or his area safety representative+. If it is agreed that the danger exists, then the employee will be assigned to other available work in the plant in accordance with the seniority provisions, until the situation is rectified.

5.15 If there is a disagreement between the employee and the supervisor concerning the necessity of relieving the employee, he may be assigned other work in the plant, and the Manager of Shop Operations or his designate shall, without undue delay, investigate with a Company and an employee member of the Safety and Health Committee, and determine whether a dangerous situation exists. The employee concerned will be present during this investigation. If there continues to be disagreement as to whether a dangerous situation exists the Company shall:

- (a) Notify a Ministry of Labour inspector who shall adjudicate. The employee concerned shall be included while the inspection is taking place.
- (b) Assign the employee to other available work in the plant in accordance with the seniority provisions until the matter is resolved.

. *Depending on local practice.*

- 5.16** The procedure set out in the foregoing section 15 is meant to be used in situations of an immediate nature. It does not preclude action under the normal grievance procedure, with respect to general working conditions.
- 5.17** No employee will be required to work alone where working alone will endanger the health or safety of the employee.
- (R) 5.18 Safety Shoes** — The wearing of approved safety footwear is mandatory for employees whose regular work assignment is in an area designated as requiring foot protection.

The Company will pay a \$80.00 subsidy once per calendar year towards the cost of approved safety footwear to employees whose regular work assignment is in an area designated as requiring foot protection. The payment will be made to all employees who are active the week which includes June 30th.

The \$80.00 subsidy will not be available to employees during the probationary period. However, employees who purchase safety shoes during the probationary period will be entitled to be paid a \$80.00 subsidy on completion of the probationary period.

Employees away from work the week which includes June 30th and subsequently returning to work from absences such as layoff, Long Term Disability, be entitled to be paid a \$80.00 subsidy three months after returning to work.

Eligible employees will be entitled to payment of the \$80.00 subsidy only once per calendar year.

It is recognized that because of the working condition environment in some areas the appropriate safety footwear may wear out prior to the expiration of the full twelve month period. In such specified areas the Company will pay the subsidy on an as required basis on presentation of a proper receipt. The Health and Safety Committee will act as an advisory body in identifying such areas.

The foregoing is agreed upon for the life of the current Collective Agreement.

- 5.19** An employee whose regular work assignments include operations on which the wearing of safety spectacles is mandatory, and who requires prescription spectacles, will be supplied with his first pair by the Company at no cost to the employee. Where such employee requires a change in prescription the Company will supply a replacement pair but not more frequently than once yearly on the same basis as the initial pair. Work damaged glasses will be replaced as required.

## ARTICLE 6

### HOURS OF WORK

- 6.01** The standard work week shall be forty hours, and eight hours shall constitute a standard work day, Monday to Friday inclusive. The Company may change work schedules, but will confer with representatives of the local not exceeding five in number designated by the local, before

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making any general change in group, departmental or plant work schedules, and where possible at least seven days will be allowed before making a change effective. The local will be provided with a copy of any revisions made to schedules.

**6.02** The Company does not guarantee to provide work for the standard hours, or for any other hours, except as provided for elsewhere in this Agreement, and it is recognized that certain schedules may be less than a standard work week.

**6.03** The Company agrees, except under emergency conditions, to give twenty-four hours notice when time in excess of an established schedule is to be worked. When less than twenty-four hours' notice is given the employee will be informed of the reason.

**6.04** When the Company institutes second or third shift schedules the Company will arrange the schedules in such a way that employees will have the opportunity to work their then current number of normal hours. It is understood that in three shift operations where the lunch period is paid for such paid lunch period will be considered as hours worked for the purpose of administering this section.

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## ARTICLE 7

### OVERTIME

- 7.01** (a) The standard work week will be five days, Monday through Friday, and the Company's policy is to keep overtime to a minimum. However, if emergency conditions arise necessitating overtime, employees will cooperate with the Company.
- (b) An overtime rate of time and one-half will be paid as follows:
- (i) For all time worked in excess of eight hours in any twenty-four hour period, beginning at the employee's regular starting time, except where such excess time results from regular shift changes, and except where by mutual agreement the forty-hour standard work week is divided in other than five eight-hour shifts.
  - (ii) For all time worked by day and night shift workers on Saturdays other than regular Friday shifts starting before midnight.
  - (iii) For all time worked on the following paid holidays during the twenty-four hour period from the starting time of the regular shift on which the employee would otherwise have observed the holiday:  
New Year's Day    Civic Holiday  
Good Friday        Labour Day  
Victoria Day        Thanksgiving Day  
Dominion Day        Christmas Day

Two days to be determined locally\*

Heritage Day if legislated  
(See Article 11.01).

And for all time worked on the following paid half day holidays for the period during which the employee would otherwise have observed the half day holiday:

The half day before Christmas Day

One half day to be determined locally\*

Provided that where, by this Agreement or by civic proclamation some other day is set aside to be observed instead of any of the above holidays, the Company may consider such other day as the paid holiday for the purpose of this Article.

- (iv) For all time worked by employees called in ahead of their regular starting time on those hours before their regular starting time, without regard to the number of hours they work that day. This provision shall not apply because of a new regular starting time being instituted.

*\* To be determined as early as possible in each year by local Management following discussion with the Union. In any event not less than three (3) months' notice in advance of the day and half day selected, shall be given.*



(c) A rate of double time will be paid as follows:

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(i) For all time worked in excess of twelve hours in any twenty-four hour period beginning at the employee's regular starting time except where such excess time results from regular shift changes and except where by mutual agreement the forty-hour standard work week is divided in other than five eight-hour shifts.

$$\frac{378}{0} \checkmark$$

(ii) For all time worked by day and night shift workers on Sundays except recognized shifts that start after 9:00 p.m. Sunday. Shifts which start at 11:00 p.m. or later Saturday will be considered Sunday shifts.

(d) It is understood that in the application of Section 7.01 (a) of this Article, if for reasons such as extraordinary conditions affecting general power supply, etc., the regular work week has to be changed so that Saturday and Sunday are regular work days, then the time and one-half provision for Saturday shall apply on the sixth day and not on the Saturday. Similarly, the double time provision for Sunday shall apply on the seventh day and not on the Sunday.

#### 7.02 Continuous Operations

(a) "Day and night shift workers" as referred to in 7.01 (b) (ii) and 7.01 (c) (ii) above does not include employees who

are engaged on service and production jobs which must be run on a twenty-four hour day and seven-day week basis. For employees on such jobs special schedules will apply.

**(b)** An overtime rate of time and one-half will be paid as follows:

**(i)** All time worked on Sunday except on recognized shifts which start after 9:00 p.m. on Sunday. Shifts which start at 11:00 p.m. or later Saturday will be considered Sunday shifts.

**(ii)** All time worked at the request of the Company in excess of the prescribed daily or weekly schedule except where such excess time results from regular shift changes.

**(iii)** All time worked on the employee's scheduled days off.

**(c)** An overtime rate of double time will be paid as follows:

**(i)** For all time worked in excess of twelve hours in any twenty-four hour period beginning at the employee's regular starting time except where such excess time results from regular shifts changes and except where by mutual agreement the work day is more than eight hours and except where the employees involved adjust their hours by mutual agreement.

(ii) For all hours worked by employees on such shifts on the seventh consecutive work day in their work week except where this occurs as a result of regular shift changes. Shifts starting at 11:00 p.m. or later on the sixth day of the work week will be considered as being the seventh day.

(d) It is recognized that it may be necessary to schedule hours on these continuous shift jobs so that the hours of the work week are averaged during a cycle of up to four weeks for each employee concerned. However, every effort will be made to organize shift schedules in such a way that continuous shift employees receive equitable treatment insofar as free weekends are concerned.

**7.03** It is recognized that overtime premiums shall not pyramid.

**7.04** When an employee is required to work overtime:

(a) For a period of three hours or less, he may punch out at the end of his regular shift in order to have a lunch or he may work right through if he prefers.

(b) For a period of more than three hours, he must punch out and take thirty to sixty minutes for a lunch period before beginning on his period of overtime.

(c) If the work is so assigned by the Company that he must punch out and then return to work later for the overtime work, the Company will provide a minimum of two hours for that employee, and such time will be paid for at the rate of time and one-half if he has already that day worked the number of standard daily hours.

$\frac{48D}{1}$  ✓ 7.05 Employees who are called in after their regular working schedule of hours will be paid at the overtime rate, and will receive not less than the equivalent of four hours' pay at their straight time rate.

7.06 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 a part of a night shift, or if an employee is told to report later than his regular starting time so that he can work a corresponding amount of time after his regular finishing time, the time during that day that he would otherwise have worked will be counted as time worked for purposes of calculating overtime.

7.07 An employee acting as an authorized representative of the Union with representatives of the Company in the administration of this Agreement will not lose any overtime premium on hours he works on the day in question which, but for the time so spent with Company representatives, would have been premium hours.

**7.08** As far as possible, overtime work will be distributed equally among the employees concerned.

**7.09** An employee's regular starting time shall be based on his scheduled starting time for the work week, except for changes resulting from the application of Article 13, Decreasing and Increasing Forces. This regular starting time shall be subject to the following:

- (a) Any change in the scheduled starting time for one day which is made during the week will not be considered as instituting a new regular starting time.
- (b) Any change in the scheduled starting time for more than one day which is made during the week will be considered as instituting a new regular starting time commencing with the second work day.

Notwithstanding (a) and (b) above, when an employee is assigned a changed work schedule of hours which includes more than one regular starting time in the work week the Company will apply Subsection (a) or (b) for the first week even though the employee may have been notified of such a schedule prior to the week in which it became operative.

The foregoing does not apply to relief operators or to regular shift changes on operations which are run 22 1/2 to 24 hours per day, or to shifts which pick

up the forty hours on a sixth day, or to  
changes due to application of Article  
13, Decreasing and Increasing Forces

## ARTICLE 8

### WAGES

**8.01** It is the policy of the Company to pay wage rates equal to, or better than the average of rates paid in the community for comparable work.

**8.02** The schedule of rate ranges, including the minimum hiring rates and the occupational rates in effect following the effective date of this Agreement (all of which will be set out in local Supplements to this Agreement on a Plant basis) shall remain in effect for the duration of this Agreement subject to Section 8.05 of this Article.

The Parties to this Agreement recognize that technological progress, better tools, processes and equipment, together with increased knowledge, efficiency and application of employees working under conditions of mutual cooperation make for improved social and economic conditions.

The term 'minimum hiring rate' as used in this Article or elsewhere in this Agreement shall mean the minimum hiring rate(s) applicable to each Plant location as identified in the Rate Schedule for each Plant which forms part of each Local Supplement to this Agreement.

- 8.03** An experienced employee may be hired at a rate not more than ten cents (10¢) below the job rate for the occupational classification for which he was hired and will be advanced to the job rate when he produces the normal quantity and quality and in any event at the end of a period not to exceed six (6) months from the date of hiring.
- 8.04 (a)** Where the job rate is higher than the minimum hiring rate, rate adjustments will be based on performance. A review of the performance of any employee affected will be made December 15th, March 15th, June 15th and September 15th, until the job rate is reached. Notwithstanding the foregoing, any employee's performance may be reviewed by the Company and adjustments made in addition to any arising from the regular reviews set out above.
- The employee will be entitled to the job rate when he is producing normal quantity and quality.
- The employee will be advised of the decision with reasons at the end of each review.
- (b)** Notwithstanding the above performance reviews, an employee working in an occupational classification will have his rate adjusted in accordance with (i), (ii), (iii) and (iv) below whichever is appropriate.

- (i) Where the job rate of the occupational classification is within twenty cents above the minimum hiring rate the employee will receive job rate when he has completed at most six months on the occupational classification.
- (ii) Where the job rate of the occupational classification is more than twenty cents but not in excess of fifty cents above the minimum hiring rate the employee will receive job rate when he has completed at most one year on the occupational classification.
- (iii) Where the job rate of the occupational classification is more than fifty cents but not in excess of seventy-one cents above the minimum hiring rate the employee will receive job rate when he has completed at most one and one-half years on the occupational classification.
- (iv) Where the job rate of the occupational classification is more than seventy-one cents above the minimum hiring rate the employee will receive job rate when he has completed at most two years on the occupational classification.



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**8.05** The Company will establish rate ranges for all new or changed occupational classifications, and will immediately inform the Union of all such changes. This will include, in any plant where the Company has adopted a point factor evaluation plan, providing the Union with a copy of the factor ratings used to establish a rate for a new or changed occupational classification. Any complaint resulting from a change in job content in an occupational classification, or concerning the rate for new work placed in an existing occupational classification, or regarding the rate established for a new occupational classification may be taken up under the grievance procedure, as outlined in Article 16, Grievance Procedure. The job evaluation as such may not form the subject of a grievance.

**8.06** When a dayworker is hired, he will be given a card showing his starting rate, automatic progressions if any, the job rate and the occupational classification for which he is hired.

**8.07** An employee designated by the Company as a group leader will be paid a premium of five per cent (5%) of the top job rate in the group.

**8.08 (a)** An employee's regular work assignments will be covered by an assigned occupational classification(s). When additional work assignments are made, they shall be in accordance with the appropriate provisions of this Agreement.

(R) (b) Seniority lists established in accordance with Article 13, Decreasing and Increasing Forces, Section 13.03(b) shall indicate the employee's seniority occupational classification and any additional occupational classifications assigned to the employee. The Company will review with the Union, on request, any occupational classification removed or added during the previous six months.

**8.09** Except as modified in this Agreement and its Supplements the under-mentioned term and phrases will have the under-mentioned meaning ascribed to them:

1. **Occupation** — is the general designation of a type of work,

e.g. Tool and Die Maker.

2. **Occupational Classification** — is a particular grade within an occupation and is designated by a code number:

e.g. 20-16 Tool and Die Maker

20-17 Tool and Die Maker

(R) **8.10** Copies of this Agreement and a brochure outlining all current Company paid benefits will be provided to all employees. The particular Supplement or Supplements will be given to an employee and to the Union on request.

#### **8.11 COST OF LIVING ALLOWANCE**

In the first year the following payment will apply:

$\frac{51}{1}$  / An allowance equal to one cent (1 ¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of September 1995 exceeds the CPI for the month of June 1995.

In the second year the following payment will apply:

An allowance equal to one cent (1 ¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of March 1996 exceeds the CPI for the month of December 1995.

An allowance equal to one cent (1 ¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of June 1996 exceeds the CPI for the month of March 1996.

An allowance equal to one cent (1 ¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of September 1996 exceeds the CPI for the month of June 1996.

In the third year the following payment will apply:

An allowance equal to one cent (1 ¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of December 1996 exceeds the CPI for the month of September 1996.

An allowance equal to one cent (1 ¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the

(R) month of March 1997 exceeds the CPI for the month of December 1996.

An allowance equal to one cent (1 ¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of June 1997 exceeds the CPI for the month of March 1997.

(R)

An allowance equal to one cent (1 ¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of September 1997 exceeds the CPI for the month of June 1997.

(R)

Payment of the Cost of Living Allowance will commence at the start of the pay period next following the issue of the index for September 1995, March, June, September and December 1996 and March, June and September 1997.

(R)

The Cost of Living will be a separate allowance calculated by multiplying the allowance by the number of hours worked including actual overtime hours worked and will also be included in the calculation of vacation pay, paid holidays and other paid absences.

The amount of the Cost of Living Allowance payable following the issue of the index for September 1995 will be incorporated into the Job Rates at the same time as the second year general increase and the amount of the Cost of Living Allowance payable following the issue of the index for September 1996 will be incorporated into the Job Rates at the same time as the third year general increase.

(R)

## ARTICLE 9

### SHIFT WORK

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9.01 A bonus of 4 percent of an employee's seniority card rate will be paid for all time worked on regular second shifts and 6 percent will be paid for all time worked on regular third shifts. Regular second and third shifts will start at 1:00 p.m. or later and will include such shifts as are worked by powerhouse attendants. Shifts starting after 9:45 p.m. will be recognized and paid as third shifts.

It is the desire of the Company and the Union that where second shifts are operated the second shift should follow immediately after the first shift, and variations from this shall be by mutual agreement.

9.02 When three eight hour shifts are required to cover the full twenty-four hour period and overlapping shift schedules are not established then where a non-working lunch period is scheduled for which payment is not otherwise made it will be paid for at the rate of 0.4 hours times the employee's current card rate.

In all other instances the lunch period will be unpaid.

ARTICLE 10

VACATIONS

10.01 Vacations with pay allowance will be granted to employees as follows:

54 05-02 04-04 10-05 20-06	<b>Years of Service Credits</b> as of end of Vacation Year 1 Year 4 Years 10 Years 20 Years 30 Years	<b>Vacation</b> 2 Weeks 3 Weeks 4 Weeks 5 Weeks 6 Weeks
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Where an employee's service credits do not total those set out in the above schedule by June 30th, but will do so by December 31st, by reason of his continuing to accumulate service credits he will qualify for the additional vacation when he accumulates the necessary service credits. Where such additional vacation is taken earlier than the qualifying date, payment of the additional allowance will not be made until the necessary service credits are accumulated.

- (a) It is not permissible to postpone vacations from one year to another. It is not permissible to omit vacations and draw vacation pay allowance in lieu thereof except at the request of the Plant Manager
- (b) If a holiday which is subject to the provisions of Article 11, Paid Holidays occurs during an employee's vacation it will not be counted as part of his vacation and the employee will receive an extra day's vacation or an extra half day's vacation whichever is applicable

(c) When an employee who is eligible for vacation is granted a leave of absence, the first week (or the vacation period for which he is qualified) may be designated as vacation period and with the approval of the Plant Manager, the vacation pay allowance for which he has qualified may be paid at the time such leave of absence commences.

An employee who is absent because of extended illness or accident, or because he is laid off for lack of work, may (except in a plant or part thereof which is scheduled for an annual shutdown) have the first portion of such absence designated as the period of any vacation to which he may then be entitled if the Plant Manager shall approve.

An employee who is absent because of personal illness of short duration, or who is laid off due to lack of work for fifteen days or less, or whose absence is excused for personal business or holidays that are unpaid may (with the Plant Manager's approval) utilize extra vacation time to which he is entitled in excess of the scheduled shutdown, or in excess of two weeks in locations where there is no shutdown, for such absences in the form of vacation days. This time may be paid out in units of no less than 1/2 day periods.

An employee who is absent from work for any reason other than those reasons listed above will not be entitled

either to have his vacation schedule' or to receive a vacation allowance during the period of such absence.

**10.02** Where the Plant observes a shutdown or shutdowns for vacation purposes, the vacation season will be considered to run concurrently with the shutdown period(s). An employee who is entitled to vacation beyond the period of any shutdown(s), may discuss his preferences with his Foreman and every reasonable effort will be made to arrive at a mutually satisfactory arrangement.

Two complete vacations will not normally be granted within a period of six consecutive months.

**10.03** Except for employees covered under Section 10.04 (a) of this Article, vacation allowances will be based on the proportion of service credits accumulated at June 30th during the immediately preceding vacation year. The vacation pay will be the proportion of service credits times the appropriate number of weeks as set out in Section 10.01 above times the employee's current hourly earnings\* times the number

\* *"Current hourly earnings-means an employee's then current hourly rate. An employee who has been downgraded, during the second, third or fourth fiscal quarter and prior to the vacation date will, for the purpose of this Article be considered to have earnings of the fiscal quarter immediately prior to the quarter in which the downgrading occurred.*

*Notwithstanding the foregoing employees steadily employed on second or third shifts will have their night shift bonus included in their vacation pay.*



of hours in the employee's regular weekly schedule not to exceed the maximum number of hours per week which the employee may be required to work before an overtime premium becomes payable. Vacation pay allowance may be drawn in advance on the pay day preceding the employee's vacation.

- 10.04** (a) An employee who has not completed his first fifty-two weeks of service credits by June 30th will be paid a vacation allowance calculated on the basis of 4 per cent of the employee's earnings during the period from the employee's date of hiring to June 30th.
- (b) An employee who is laid off indefinitely due to lack of work will be paid the appropriate pro rata allowance calculated from his date of employment or from the end of the second quarter of the calendar year in which he last received a vacation allowance.
- (c) (i) An employee who has been in the employ of the Company for three months or less, and whose employment is discontinued by the Company, will receive an allowance of 4 per cent of the employee's earnings during the period from the employee's date of hiring to date of termination of employment.
- (ii) An employee who has been in the employ of the Company for more than three months, and whose em-

ployment is terminated for any reason will be paid the appropriate pro rata vacation allowance calculated from his date of employment, or from the end of the second quarter of the calendar year in which he last received a vacation allowance, whichever is the later.

## ARTICLE 11

### PAID HOLIDAYS

**11.01** The Company will recognize the following holidays:

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New Year's Day	Thanksgiving Day
Good Friday	1/2 Day before
Victoria Day	Christmas Day
Dominion Day	Christmas Day
Civic Holiday	Labour Day

Two Days to be determined locally\*

One Half Day to be determined locally\*

Heritage Day will be added to the paid holidays listed above if legislated by the Federal or Ontario Governments during the term of this Agreement.

If Heritage Day is not so legislated, an additional day to be determined locally\* will be recognized in each year during the term of this Agreement. Should Heritage Day be

\* *To be determined as early as possible in each year by local Management, following discussion with the Union. In any event not less than three (3) months' notice in advance of the date or half day selected, shall be given.*

subsequently legislated this one additional day will be observed as Heritage Day.

The Company will pay eligible employees a day's pay for each such full holiday not worked and a half day's pay for each such half holiday not worked, except as provided in Section 11.04 below. An employee is eligible provided each of the following conditions is met:

- (a) The employee has one month or more service credits with the Company.
- (b) The employee works his or her regular authorized shift upon the working day next preceding such full holiday, or half the number of hours in his or her regular authorized shift on the same working day in the case of a half day holiday, and also his or her regular authorized shift upon the first working day succeeding such holiday. This condition shall not prevent payment of holiday pay to:
  - (i) An employee who has been absent from work because of verified personal illness for not more than three months prior to the week in which the holiday occurs and who works or who reports to the plant hospital prepared for work the next scheduled work day following the holiday; or
  - (ii) An employee who is absent from work the first or both of these qualifying days due to being continuously

on layoff not more than two weeks immediately prior to the week in which the holiday occurs; or

- (iii) An employee who has worked for the Company at any time within the fourteen calendar days prior to the holiday and who is absent either on both such work days due to verified personal illness or emergency illness at home, death in the immediate family, jury duty, layoff, Union business previously authorized absence or, for reason(s) which Management is satisfied are beyond the control of the employee.

**11.02** For the purposes of this Article, when one of the above listed holidays (not including the half days) falls on a Saturday the preceding Friday will be observed as a holiday, and when it falls on a Sunday, the following Monday will be observed as a holiday. This is subject to any Government declaration regarding when a particular holiday will be observed. The half day holiday preceding Christmas Day provided for in this Article will be observed on the last half shift that would otherwise have been worked before the day observed as a holiday.

**11.03** In addition to but subject to the provision of Section 11.01, an eligible employee who works on any of the above listed holiday will be paid for the time so worked in accordance with Article 7, Overtime Section 7.01 (b) (iii).

**11.04** The Company will, if possible, shut down on the above listed holidays, productions jobs which are in operation twenty-four hours a day, seven days a week. The Union understands that this may not be possible in certain jobs. An eligible employee on such a seven day week operation who is scheduled to work on the holiday as part of his regular schedule and who fails to work as scheduled will not be paid for the holiday unless his failure to work on the holiday is due to verified personal illness, death in the immediate family, jury duty or emergency illness at home, and he is otherwise eligible in accordance with all of the provisions of Section 11.01 above.

**11.05 (a)** Pay as provided for the above full day holidays will be calculated on a basis of an employee's current hourly earnings\* multiplied by the number of hours in the employee's then current standard work day.

**(b)** Pay as provided for the above half day holidays will be calculated on a basis of an employee's current hourly earnings\* multiplied by half the number of hours in the employee's then current standard work day.

\* *"Current hourly earnings" means an employee's then current hourly rate. An employee who has been downgraded during the fiscal quarter in which the holiday occurs will, for the purposes of this Article, be considered to have earnings of the immediate previous fiscal quarter.*

- 11.06** Payment for the above holidays is not made as a bonus, and employees when on night shift will have their night shift premium included in their pay for such holidays.
- 11.07** In no event will an employee receive the holiday pay or premium more than once for a holiday.
- 11.08** A full day holiday shall be the twenty-four hour period following the start of an employee's regular shift that would otherwise have been worked. An eligible employee will be paid for the regularly scheduled number of hours that he would otherwise have worked during his first regular shift in this twenty-four hour period.
- A half day holiday shall begin after an employee has worked half the authorized regularly scheduled number of hours that he would otherwise have worked for a full shift on the day in question. His pay for the half day holiday will be based on half such regularly scheduled number of hours.
- 11.09** For the purposes of this Article, shifts starting before midnight Friday will be considered Friday shifts regardless of when they finish, and shifts starting after 9:00 p.m. Sunday will be considered Monday shifts.
- 11.10** For the purposes of this Article, where by civic proclamation some other day is set aside to be observed instead of any of the above holidays, the Company may consider such other day as the holiday.

## ARTICLE 12

### SERVICE RULES

#### 12.01 Definition

Subject to the provisions of this Article, "service Credits" are credits allowed for periods during which the employee is actually at work for the Company and for periods of absence for which credit is granted.

**12.02** Each employee laid off due to lack of work and re-employed after layoff, will, at the time of his re-employment, be notified as to the status of his service credits, if any.

**12.03** Service credits previously accumulated will be maintained unless the employee:

- (a) Leaves voluntarily, or is discharged;
- (b) Is absent from work for more than two consecutive weeks without satisfactory explanation;
- (c) Is absent from work for a continuous period of more than one year for any reason other than leave of absence granted by the Company in advance, or compensable injury (see Section 12.06);
- (d) Is absent from work because of personal non-occupational illness or accident, and fails to keep the Employment unit notified monthly. Illness shall include pregnancy whenever the employee concerned notifies her immediate Supervisor of the plant hospital of

her condition prior to absence from work. In cases of pregnancy, the first monthly notification will be waived until not later than eight weeks after termination of pregnancy;

**NOTE:** *In cases where an employee is absent from work due to illness longer than eight weeks after the termination of pregnancy, maintenance of her previously accumulated service credits as of the date of the commencement of her absence from work beyond such eight weeks and up to the date of her return to work, if less than twelve months from the commencement of such absence from work, will be subject to meeting the requirements of this Article and the receipt by the Employment unit before the expiration of such eight weeks period of a written certification from a physician of the employee's physical inability to return to work by eight weeks after termination of pregnancy, together with a statement as to the date it is expected the employee will be able to resume work.*

- (e) Is notified within a year from date of layoff that he may return but fails to return within ten days, or, having failed to return within ten days, does not give the Company a satisfactory explanation within a further twenty days;
- (f) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him by the Company.



**12.04** If an individual who has lost prior service credits is re-employed he shall be considered a new employee and will not receive service credits for any time prior to the date of such re-employment unless all or part of prior service credits are restored as follows:

(a) The Company will, at the time of his re-employment, review his service record in those cases where he has lost prior service credits through the operation of Section 12.03 (c) above as a result of absence from work for a total continuous period of more than one year due to:

- (i) layoff due to lack of work and/or
- (ii) personal non-occupational illness or accident.

If such total period of absence did not exceed his prior service credits at the time such absence commenced, or five years, whichever is the shorter, his prior service credits will thereupon be automatically restored.

(b) In accordance with the provisions of the current Income Extension Aid Agreement between the parties.

(c) If the Company re-employs a former employee who had ten or more years of service credits at the time of a previous termination of service with the Company, and the employee is not eligible for restoration of service under

subsection (a) above, the Company will restore to such employee such former service credits after the employee has accumulated six months of service credits following such re-employment. Such service restoration will be contingent

- (i) upon the employee having fully repaid to the Company, within a reasonable time after re-employment any Income Extension Aid benefits paid to the employee under either the 60-day lump sum termination option or as a lump sum due to a plant closing termination when such latter occurred within six months prior to the date of re-employment and
- (ii) upon the employee not having previously declined an opportunity to have said prior service credits restored by making a full repayment of Income Extension Aid benefits of the kind referred to in (i) above.

**12.05** Subject to Section 12.06 of this Article, service credits for each employee shall be granted for periods during which the employee is actually at work for the Company and for absences as follows:

- (a) Employees with service credits totaling less than three months will receive credit for any absence of one week or less, but if out more than a full week no credit will be allowed for the entire absence.

- (b) Employees with service credits totaling three months or more but less than fifty-two weeks will receive credit for any absence of two consecutive weeks or less, but if out more than two weeks no credit will be allowed for the entire absence.
- (c) Employees with service credits totaling 52 weeks or more:

  - (i) If granted a leave of absence by the Company will receive credit for the first two weeks of the absence. Where any such absence exceeds two weeks the excess time will not be credited.
  - (ii) If absent on account of illness or lack of work, will receive credit for absences of twelve months or less. Where any such absence exceeds twelve months the excess time will not be credited.

Subject to the provisions of this Article, service credits allowable under this

Section will be granted an employee immediately upon his re-employment.

- 12.06** When an employee returns to work after an industrial accident, he will receive service credits for all time that he was unable to work due to the accident and for which he drew temporary disability compensation from the Workers' Compensation Board. When an employee ceases to receive a temporary disability compensation and reports to the appropriate Employment unit ready

for work and the Company is unable to place him immediately, the employee will receive service credits under Section 12.05 (a), (b) or (c) of this Article, whichever is applicable.

### ARTICLE 13

#### DECREASING AND INCREASING FORCES

*8*  
*ii*  
*calendar*  
*days*

**13.01** An employee will be considered on probation and will not be placed on a seniority list until he has accumulated three months of service credits with the Company. Seniority will then date back three months from the date when such service credits are accumulated and seniority thereby established.

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**13.02** In all cases of displacement, transfer or layoff due to lack of work of employees with established seniority, total service credits will be the major factor governing such displacements, transfers or layoffs, subject to the remaining employees being able to meet the normal requirements of the work.

Seniority so exercised will apply first on a seniority department and then a plant-wide basis as follows:

- (a) Subject to Note II an employee with established seniority who is removed from his occupational classification due to lack of work or displacement will be permitted to displace on any occupational classification, in his seniority-department in which there is an employee

with shorter service credits or transfer to a job opening plant-wide in line with his service credits with up to five (5) days of training. The training provided will be as set out in this subsection 13.02 in NOTE III.

- (b) If there is no displacement or transfer available in (a) within 10¢ below the job rate of the occupational classification from which he is being removed, such employee, subject to Note II, will be permitted to displace on any occupational classification plant-wide in which there is an employee with shorter service credits.
- (c) If there is no such displacement available in (b) within 10¢ below the job rate of the classification from which he is being removed, then providing he has two or more years of service credits, such employee will be permitted to displace on any occupational classification in his own seniority department in which there is an employee with shorter service credits and on which it is expected he can meet the requirements of Note III within fifteen (15) days, including up to fifteen (15) days of training.
- (d) If there is no such displacement available in (c) within 3 wage steps, up to a maximum of 3%, below the job rate of the classification from which he is being removed, then providing he has two or more years of service credits, such

employee will be permitted to displace on any occupational classification plant-wide in which there is an employee with shorter service credits on which it is expected he can meet the requirements of Note III within fifteen (15) days, including up to fifteen (15) days of training.

(e) If there is no displacement available in (d) within 3% below the job rate of the classification from which he is being removed such employee will be permitted to displace on any occupational classification in his own seniority department in which there is an employee with shorter service credits on which it is expected he can meet the requirements of Note III as set out below:

(i) within 20 days including up to 20 days of training for an employee with 15 years or more of service credits.

(f) If there is no displacement available in (e) within 3% below the job rate of the classification from which he is being removed such employee will be permitted to displace on any occupational classification plant-wide in which there is an employee with shorter service credits on which it is expected he can meet the requirements of Note III as set out below:

(i) within 20 days including up to 20 days of training for an employee with 15 years or more of service credits.

- (g)** Providing the employee can meet the requirements of this Section 13.02, it is understood in the application of all of the preceding paragraphs, an employee may elect to displace on an occupational classification with a job rate greater than 3% below the job rate of the occupational classification from which he was removed.
- (h)** An employee with 15 years or more service credits who is being removed from his occupational classification due to lack of work and who, notwithstanding the provisions of Article 13, (other than Section 13.06), the Company agrees would be unable to displace into any occupational classification and would be laid off out of the bargaining unit for more than thirty days due to lack of work and not because of failure on a displacement, will have available to him not more frequently than once in twelve months the following special displacement consideration: He will be placed in an occupational classification in which, the employee's qualifications considered, it is to be expected he will, with training, produce normal quality and quantity within 6 weeks and in which there is an employee with shorter service credits provided the remaining employees are able to meet the requirements of the work.
- (i)** In the administration of the foregoing, consideration will only be given to jobs

expected to continue beyond thirty days.

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- (j) Training periods specified in this Section may be extended by mutual agreement of the parties.

**NOTE I** 1. *In addition to the training provided under Sections 13.02 (c) (d) (e) and (f), up to a further 5 days' training will be provided for a second occupation and up to an additional 5 days' training will be provided for a third occupation. (Second and third occupations as defined in Note II below).*

*The total training entitlement may be applied, during the time periods provided under the above mentioned Sections, to the seniority code and/or to the secondary or tertiary codes.*

2. *In considering the 10¢, 3 wage steps, or 3%, referred to in 13.02, this shall be based on the current job rate of the classification from which the employee is being removed due to lack of work or one from which he had been removed in the previous 12 months, whichever is greater.*

**NOTE II** 1. *It is understood that in claiming a job under Section 13.02 (a) and (b) this Note will apply. There must be reasonable evidence that an employee can do the job (as per*



*assigned occupational classifications) in the occupation covering the seniority classification of the incumbent, i.e. meet the requirements of that work of the displaced employee in the terms of quality and quantity, within ten working days or such longer period as is mutually agreed upon.*

- 2. If there are additional occupational classifications which fall in one occupation outside paragraph 1, the claiming employee, while having to meet the requirements of the seniority occupation as set out in paragraph 1, will be allowed a total of thirty working days from the date of the move to meet the requirements of the additional work.*
- 3. Where the incumbent has more than two occupational classifications falling into more than two occupations, the provisions of paragraph 2 above shall apply, but the thirty working days shall be extended to forty working days.*
- 4. It is understood that in claiming a job under Section 13.02 (a) and (b) in accordance with paragraphs 1, 2 and 3 above there must be reasonable evidence an employee can do the job, i.e. meet the requirements of the work of the incumbent in terms of quality and quantity within the time limits set out above.*

*Evidence re having previously performed that or a similar type of work in terms of class and kind and transferability of skill and experience shall be prerequisite to such claim.*

- 5.** *An employee who is permitted to transfer under this Note will be given supervision and information in order to provide him with a reasonable opportunity of meeting the requirements of this Note. This includes being made aware of peculiarities of the job, equipment or department and, on request of the employee, includes a demonstration and explanation of the way the work is performed on such peculiarities with which he is unfamiliar. It is recognized that "peculiarities" as used above does not include basic skill and basic knowledge required to qualify on this work. If the employee considers that he needs additional information regarding the work he encounters, he should so advise the Supervisor or his designate so that lack of such information will not prevent him from qualifying for a job for which he has the necessary skill and knowledge to qualify.*
- 6.** *If the average weekly quantity of the additional work assigned during the time limits set out in 2 or 3*

*above is less than the average weekly quantity that has been prevailing over the past four weeks to such a degree that it cannot reasonably be determined whether the employee has made out, the Company will extend the time limits for a reasonable period.*

- 7. Where an employee is transferred under Note II, he will ordinarily not be laid off for reason of not having met the requirements of the work in accordance with this Note or sooner without first having an opportunity to discuss his performance with the Company at which time he may have a Union Seniority Representative present if he so desires.*

**NOTE III 1.** *It is understood that in claiming a job under Section 13.02 (c) (d) (e) (f) or (h) this Note will apply. There must be reasonable evidence that an employee can do the job (as per assigned occupational classifications) in the occupation covering the seniority classification of the incumbent, i.e. meet the requirements of that work of the displaced employee in the terms of quality and quantity, within the stated time period and the training provided.*

- 2. It is understood that in claiming a job under Note III there must be reasonable evidence an employee*

*can do the job, i.e. meet the requirements of the work of the incumbent in terms of quality and quantity within the stated time limits. Evidence re having previously performed that or a similar type of work in terms of class and kind and transferability of skill and experience shall be prerequisite to such claim.*

- 3.** *Where an employee is transferred under Note III, he will ordinarily not be laid off for reason of not having met the requirements of the work in accordance with this Note or sooner without first having an opportunity to discuss his performance with the Company at which time he may have a Union Seniority Representative present if he so desires.*
- 4.** *An employee who is permitted to displace with training under Note III will be given necessary supervision and training which include: being made aware of the performance requirements of the job and being provided with instruction or the appropriate safety and operating procedures of the job, equipment and department. It will also include a demonstration and explanation of the way the work is performed and feedback on how the employee is performing. The em*

*ployee is expected to make full use of this learning opportunity, and if he considers that he needs additional information or instruction, he should so advise the supervisor or designate.*

**5. *The training will be that normally provided in the area and it is understood that employees in the area where such training is taking place will cooperate in providing training and instruction.***

**13.03 (a) The departmental designations for seniority purposes will be as agreed upon between the Management of each Plant and the appropriate Local.**

**(b) Seniority lists will be established for each department and will be posted in that department. These lists will be revised semi-annually and a copy will be supplied to the office of the Local when issued and when revised semi-annually. The Local office will also be supplied annually, by December 1st, with a copy of plant-wide seniority lists which will show employees in order of seniority. Seniority lists will be based on service credits with the Company, subject to Section 13.16 of this Article, except that former service credits restored to an employee under Section 12.04 (c) of Service Rules will not be included in the determination of an employee's seniority.**

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**13.04** If a reduction of forces is necessary, the matter will be taken up in advance with the Union Committee. Any employee to be laid off for lack of work for an extended or indefinite period will be given notice of at least one week. The employee will be advised personally of the reason for the lay off and may, if he desires, have a Steward present at that time.

**13.05** Technological change for the purpose of this Section 13.05 shall mean the introduction of new machinery, equipment, processes, or the application of new device to existing machinery or equipment which the Company anticipates will require an employee to acquire new occupational skill or render obsolete his present occupational skills or cause him to be removed from his present occupational classification.

Immediately such technological change is considered in the implementation-planning stage, discussion on the proposed change will be arranged and will include a review of the advisability and timing of the proposed change.

When the Company introduces such technological change then, notwithstanding anything in the Agreement to the contrary the following will apply to the employee in question who have three months of service credits or more, hereinafter referred to as "such employees":

- (a) If the new job thus created is classified in the same occupational classification

as such employee's job was classified before the new equipment was introduced, then, provided he has the requisite qualifications and experience, such employee will be given the first opportunity to learn the new job. If the new equipment means that there are fewer such new jobs than there were such employees in the jobs in question before the new equipment was introduced, then among such employees who have the requisite qualifications and experience, employees with longer service credits will be given the preference. Those who are not so assigned to the new job will be considered affected by lack of work and will be processed in accordance with this Section 13.05.

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- (b) If the new job thus created is classified in a different occupational classification but one with the same job rate as that of the classification in which the job was classified before the new equipment was introduced, then, subject to the return or recall rights of longer service employees under the other provisions of this Article 13, the provisions of (a) above will likewise apply or, in the alternative, such employee(s) may elect to be considered affected by lack of work and may be processed in accordance with this Section 13.05.
- (c) If the new job thus created is classified in an occupational classification with a

higher job rate than that of the classification in which the job was classified before the new equipment was introduced, then, provided he has the requisite qualifications and experience such employee(s) will be considered for the new job(s) thus created along with any other employees entitled to consideration for the new job(s) under this Article 13, and consideration for such job(s) will be in accordance with said Article 13. If such employee(s) is not selected for the new job(s) then he will be considered affected by lack of work and will be processed in accordance with this Section 13.05.

- (d) If the new job thus created is classified in an occupational classification with lower job rate than that of the classification in which the job was classified before the new equipment was introduced then the following will apply to such employee:
  - (i) He will be considered affected by lack of work and will be processed in accordance with the other provisions of this Article 13.
  - (ii) If the result of this is that he would be displaced into an occupational classification the job rate of which is lower than the job rate of the job from which he was so removed then, seniority, qualifications and experience considered, he may be



placed in an available job which has an equivalent job rate.

- (iii) If he is not so placed, then he may elect to be placed in an occupational classification with a job rate equivalent to the rate of his former occupational classification held by a shorter service employee in which, his qualifications considered, it is to be expected he will, with training, produce normal quality and quantity within the following applicable periods of time:

For an employee with fifty-two weeks service credits but less than five years service credits

..... 3 weeks

For an employee with five years service credits but less than ten years

. . . . \*..... 4 weeks

For an employee with ten years service credits but less than fifteen years

..... 5 weeks

For an employee with over fifteen years service credits

..... 6 weeks

or in the case of each category above, within such longer period as is mutually agreed upon by the parties.

If the application of the foregoing would not result in his being placed in an occupational classification with an equivalent job rate, then the same sequence of steps as are set out in (i), (ii) and (iii) above will be followed in relation to jobs first with a job rate one step lower and so on.

- (e) If as a result of the introduction of the new equipment under any of the circumstances covered in (a), (b) or (c) above such employee(s) is permitted not to accept or is not offered the new job(s) or if there is no new job(s) so created and if as a consequence he is removed from his occupational classification due to lack of work, then the provisions of (d) above will apply.
- (f) Such employee who displaces into a job: under (d) above with the assistance of a period of training as provided in (d) will ordinarily not be removed from such job within the applicable period of training because of failure to meet what is required on the job without first having an opportunity to discuss his performance with the Company, at which time he may have a Union Seniority Representative present if he so desires. If he is so removed then he will be permitted to exercise any seniority rights he may have under the provisions of Section 13.06 of this Article 13.
- (g) (i) If such employee is placed in an occupational classification under  
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the particular provisions set out in this Section 13.05 and not by virtue of the exercise of his regular rights under this Collective Bargaining Agreement, then he will be paid a rate within the rate range of the occupational classification in which he is placed, and will be advanced to the job rate when he produces normal quality and quantity.

- (ii) Notwithstanding the provisions of (g)(i) above an employee whose job is directly eliminated by the introduction of a robot or the introduction of an automated manufacturing machine, and who as a consequence is transferred under any of the provisions of this Article, shall be paid on any job to which he is transferred in the plant at a rate not less than the regular hourly day work rate of the job eliminated for up to 39 weeks immediately following the date of transfer.

The term "robot" means a programmable multifunction manipulator designed to move materials, parts, tools or specialized devices through variable programmed motions for the performance of a variety of tasks.

The term "automated manufacturing machine" means a device for doing production work which has programmable controllers (PC),

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computer numerical controls (CNC)  
or direct numerical controls (DNC).

(h) The parties recognize the difficulty of providing all details of a procedure such as the above and if matters arise not herein provided for an effort will be made to work out appropriate solutions.

**13.06** An employee who is unable to displace under the other Sections of this Article 13, or who fails on a displacement under the regular displacement requirements and who would otherwise be laid off out of the bargaining unit for more than thirty days, and who has service credits provided in this Section may, only once in connection with circumstances flowing from an original removal due to lack of work, displace the shortest service employee in the bargaining unit on whose job, experience indicates, it is reasonable to expect that he will be able to produce normal quality and quantity within the applicable period of time set out below.

For an employee with five but less than fifteen years of service credits — ten working days or such longer period as is mutually agreed upon.

For an employee with fifteen years or more of service credits — twenty working days or such longer period as is mutually agreed upon

In the administration of the foregoing, consideration will only be given to jobs expected to continue beyond thirty days.

An employee who displaces onto a job in accordance with the foregoing will ordi

rarily not be removed from such job within such periods because of failure to meet what is required on the job without first having an opportunity to discuss his performance with the Company, at which time he may have a Union Seniority Representative present if he so desires.

**13.07 Recalls and Returns**

**R) (a) (i) Employees Laid Off Due to Lack of Work .**

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Subject to the provisions of this Article, an employee laid off due to lack of work will have his name retained on the recall list as follows:

Retention On Service Credits Recall List	
Greater than 3 months & less than 6 years	Period Equal to service credits at date of layoff
6 years or greater & less than 8 years	6 years
8 years or greater & less than 10 years	7 years
10 years or greater	<u>8 years</u>

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Former service credits restored to an employee under Section 12.04 (c) of Service Rules will not be included in the determination of an employee's service credits for recall purposes.

It is the employee's responsibility to keep the appropriate Employment Unit informed of any change of address and telephone number

(ii) **Employees Transferred Due to Lack of Work**

(1) An employee who has been removed from his occupational classification due to lack of work will have return rights to that occupational classification as follows:

Employees with — For a period less than one of one year: year service from date credits at date of removal removal

Employees with — For a period one year but less of 2 years: than 5 years from date service credits of removal at date of removal

Employees with — For a period 5 years or more of 3 years: service credits at from date date of removal of removal

(2) An employee who is transferred out of a department due to lack of work will, from the date of transfer, and for the period appropriate to his service credits as set out in Section 13.07(a)(ii)(1) above, have the oppor

tunity to return to work, when work becomes available, in order of his service credits to any occupational classification, in the department from which he was removed due to lack of work, provided he informs the Employment unit, on a form available for this purpose, that he wishes to be considered for such return to the department. The form is set out in the Memorandum to this Agreement.

- (iii) An individual with shorter service credits will not be placed in an occupational classification vacated due to lack of work by an employee having the service credits as specified in (ii) (1) above and for the associated time period before the latter has had the opportunity of being recalled or returned to such occupational classification.

In this connection it should be noted that in the application of the above in the case of returns, the term "occupational classification" is extended to cover an "occupation" in certain cases as outlined in the local Supplements.\*

*\* The application of this Sub-section will be subject to the item "Procedure for Processing Lay-offs, Recalls and Returns" in the Memorandum to the Agreement.*

- (iv) Notwithstanding any of the provisions of this Section, when an individual has less than twelve months service credits his return will be limited to the department from which he was removed due to lack of work. This limitation shall not apply if this department has been wholly eliminated.
  - (v) All recalls or returns under this Section shall be subject to the provisions of Note II of this Article.
  - (vi) (1) In the application of the foregoing, the individual to be recalled or returned to an occupational classification will, subject to the provisions of this Section, be the most senior individual who was laid off or transferred from such occupational classification due to lack of work unless there is a more senior individual laid off and on the recall list who can meet the requirements of Note II of this Article, in which case the latter will be the individual recalled.
- (b) An employee who is being or has been removed from an occupational classification due to lack of work who prefers not to accept a job opening which is offered to him will, subject to the approval of the Company, be placed on the recall list, or remain on the recall



list, upon completing the Recall to Work Form, which form is set out in the Local Supplement to this Agreement.

(c) When an employee is given an opportunity to be recalled to a job opening the duration of which exceeds fifteen (15) days but not thirty (30), if, with the approval of the Company, he does not take the job opening, the employee's recall rights to this occupational classification will not be affected.

(i) (1) Subject to the provisions of this Article, an employee who has been laid off due to lack of work will be notified when work is available. If necessary, this will be done by registered letter or telegram addressed to the last address recorded by him with the employment unit at the appropriate Plant.

(2) He must notify the Employment unit of his intention to return to work within five (5) working days of the date of the recall to work notice and must return to work within ten (10) days of the date of the recall to work notice, or make an alternative arrangement satisfactory to the Company.

(3) An individual who fails to comply with (2) above will have his/her name removed from the

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recall list, and the next individual on the recall list who can perform the work will be recalled to work in accordance with the provisions of this Section.

(4) An individual who was recalled to work and did not report for work as provided for above, will lose his existing service credit unless he gives the Company a satisfactory explanation within thirty (30) days from the date of the recall to work notice.

(ii) The provisions of this Section do not apply to probationary employees.

(d) The provisions of Sections 13.03, 13.04 and 13.07(a) of this Article shall not apply to job openings the duration of which is fifteen (15) days or less. However, when it is necessary to bring in persons from outside the Plant to fill such openings, the Company will attempt to fill these jobs from the recall list by phoning those employees qualified under Note II in the order of their seniority, but will not in such cases be thereby subject to the provisions of this Section, except that the application of Section 13.07(b) shall not take away any rights which the employee would have had if he had not taken the job.

**13.08** An employee with fifty-two (52) weeks of service credits or more who has been out of the Plant due to illness or accident for

period not exceeding twenty-four (24) months, or the length of his service credits whichever is the shortest, will, notwithstanding Article 12.03(c) of this Agreement if he is still able to do the work, be returned to the job he occupied immediately prior to so leaving the Plant provided the job is still there and has not been filled by an employee with greater service credits who was affected by lack of work and who obtained the job under the lack of work provisions of this Article 13. In the event he is not able to resume this former job for either of these reasons, then he will be given the same seniority rights as if removed from that job due to lack of work. If he is able, in accordance with the above, to resume the job which he occupied immediately prior to so leaving the Plant then the employee who filled in for him, and any others similarly affected, will be similarly returned to their former positions. If unable so to return, an employee who filled in will receive displacement rights as though removed from his former position due to lack of work.

**13.09** When an employee with fifty-two (52) weeks of service credits or more, who has been absent due to illness or accident for a period not exceeding twenty-four (24) months or the length of his service credits whichever is the shortest returns to work and in the opinion of the Company, is unable to fulfill the normal requirements of the work in his former occupational classi-

fication then, notwithstanding Article 12.03(c) of this Agreement he will be given the same seniority rights as if he had been removed from an occupational classification due to lack of work.

When such employee subsequently presents the Employment unit with a doctor's certificate that he is medically able to meet the requirements of his former job, he will be given the same return rights as if he had been removed from said former occupational classification due to lack of work such return rights to be for a period of twelve months from the time he presents such doctor's certificate.

- 13.10** An employee with 5 years or more of service credits who has been absent due to non-occupational illness or accident for a period in excess of two years but not more than three will, when he reports medically fit to return to work, be considered for an job opening on which he can perform the normal requirements. If no such opening exists, he will be placed on the recall list and will have the same rights to be recalled as if he had been laid off for lack of work from the commencement of his absence. Such employee will not be required to notify the Employment unit each month of his continued desire to return to work.
- 13.11** An employee with three months service credits or more laid off due to lack of work will, on making application for employment to another plant of the Company, be given

preferential consideration for existing openings on jobs for which he is qualified or can qualify within a period of six weeks.

**13.12** If it is estimated that the work reduction will be for less than three months, the Company may reduce the number of hours worked per week by not more than ten percent for the Department or part thereof instead of reducing the number of employees.

**13.13** If a reduction of forces, caused by a general decrease of production on a Plant or Department basis should be contemplated which affects employees with established seniority, the Company and the Local will confer and by mutual agreement the standard work week for the Plant or Department in which there is a decrease of production may be reduced by twenty percent in preference to reducing the number of employees. In general such a reduction of hours will not take place where the working force is in excess of the normal requirements and in any event not until all employees with less than one year of service credits have been removed from the group.

**13.14** (a) The above provisions do not apply to transfers or layoffs due to lack of work of fifteen (15) days or less, and every effort will be made to give advance notice of such a layoff. When employees with established seniority are affected by such lack of work the employees who will normally be removed from the occupational classification in

the work group affected will be those with the shortest service credits provided the requirements of the work can immediately be as well met by the remaining employees in the group. Employees with least service credits will not be the ones removed from the group if such an employee is in the middle of a particular job from which, due to its nature or the stage the job is at, it would be impractical to remove him. When this condition no longer exists, the more senior employee of the group who would otherwise have been assigned the work and who has been laid off in accordance with this Section 13.14(a) will be given the opportunity to be recalled and the lesser service employee will be removed.

The Company will give employees with established seniority affected by a lack of work of fifteen (15) days or less the opportunity, in line with their service credits, of working on any available job for which they are qualified.

Other than when the whole work group is laid off under this Section, if an employee would otherwise be laid off (out of the Plant) under this Section 13.14(a) more than fifteen (15) working days in a twelve month period then he will be placed as if Section 13.14(b) applied to him. Days off work due to Plant, vacation or inventory shut down will not count as part of the fifteen (15)

days even though some of a work group work during such shut downs. The work group for purposes only of this paragraph shall be as provided in the applicable Local Supplement. It is clearly understood that a succession of notices shorter than fifteen (15) days will not be used as a means of avoiding the application of procedures set out in this Article.

(b) The Company shall not be required to observe the detailed application of the seniority procedure for transfers or lay-offs due to lack of work which exceed fifteen (15) days but not thirty (30) days. In such cases the Company will place affected employees with established seniority which may include laying off employees with shorter service credits.

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13.15 (a) Open jobs in the bargaining unit will be posted, and in filling such open jobs the Company will first give full consideration to employees who make application for the open job in accordance with the job posting provisions in the following sub-sections.

Employee service credits will be considered as an important factor but will not outweigh significant difference in skill and experience.

Such consideration will be given before hiring new employees, and an employee who makes such application will be

given preference over a new hire if he can meet the normal requirements of the job in a time not significantly longer than that required by a new employee.

(b) An open job which is posted in accordance with the above will be posted on the plant bulletin boards for a period of three (3) working days. In posting the job the Company will stipulate the required qualifications for the job. Within three (3) working days of the date of posting, employees with established seniority may file with the Employment Unit Office written application for transfer from their present Occupational Classification to the Open Job, stating their qualifications for the job.

(c) An employee on the Recall list will be given preferential consideration for open jobs in the Plant not filled through the above means before hiring new employees provided he can meet the normal requirements of the job in a time not significantly longer than that required by a new employee.

Consideration will be given provided that such employee makes application for consideration at the time of going out on recall and who has not otherwise limited his preference for jobs in the Plant.



When occasion arises to fill such open jobs from the Recall list the Company will telephone the employee(s) to be contacted at the last known location. Confirmation by telegram will be made to those employees where contact by telephone could not be made. If the employee does not respond within twenty-four hours he will not be further considered for the job.

The above will be subject to the employee being able to return to work in a time not significantly longer than a new employee.

- (d) Nothing in this Section shall be construed as restricting the right of the Company to man such openings in the interval between posting the job opening and placing the individual selected on the job.
- (e) The name of the individual selected to fill such open job will be posted on the bulletin boards.
- (f) An employee transferred to an open job through Job Posting will not have a claim on a further job change by this means for a period of twelve months from the date of transfer, unless the employee has been at job rate for six months or longer and for whom the new job would be an upgrading, or except in cases where the job change was or will be within the same occupation.

(g) If an open job has been posted and then have not been any applications for such open job then any further open jobs in this job classification within the next thirty (30) days will not require posting

(h) The procedures for filling open jobs in the Bargaining Unit as set out in this Article 13.15 may be modified or superseded by agreement between the Local Management and Local Union at any location covered by this Agreement. Such agreed upon local procedures will be incorporated in the appropriate local supplements.

**13.16** Employees of the Company who are not in the Bargaining Unit but who have been promoted from what is now the Bargaining Unit, (and who, when such promotion were made after May 15, 1961, had six months' service credits with the Company or more), may be returned to what is now the Bargaining Unit with full accumulated seniority and may exercise the same right to a job as provided above as if he had remained in the Bargaining Unit.

This will be done on the basis that in accordance with said rights he may be returned to the occupational classification and department in which he last worked in the Bargaining Unit. If he is unable so to return, he will be considered as if he had been removed due to lack of work from the occupational classification in which he last worked before leaving the Bargaining

Unit, and may exercise seniority rights in accordance with this Agreement.

An employee with six months or more of service credits who is so promoted after February 27th, 1967, may be returned to what is now the Bargaining Unit on the basis that, notwithstanding anything in this Agreement to the contrary, in so doing and for the first twelve months thereafter his service credits, for seniority purposes only, will be that part of his service credits which he had upon being so promoted plus service credits accumulated since up to a maximum of five years of such subsequently accumulated service credits. After he has accumulated twelve months service credits following his return to the Bargaining Unit his service credits for seniority purposes will be his total service credits with the Company. Subject to the foregoing, upon being returned to the Bargaining Unit he may exercise job rights as provided above.

An employee with six months or more of service credits who is so promoted after February 17, 1977, may be returned to what is now the Bargaining Unit on the basis that, if he is returned within twelve months from the date of his promotion, his maintenance and accumulation of service credits will be calculated in accordance with the immediately preceding paragraph. If he is not returned within twelve months of the date of his promotion then, his seniority within the bargaining unit will be the service

credits he had on the day prior to the date of his promotion. After he has accumulated twelve months' service credits following his return to the bargaining unit his service credits for seniority purposes will be his total service credits with the Company.

(R) An employee with six months or more of service credits who is so promoted after January 2, 1995 may be returned to what is now the Bargaining Unit only on the basis that, if he is returned within 3 months from the date of his promotion, his seniority within the Bargaining Unit will be the service credits he had on the day prior to the date of his promotion.

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13.17 (a) An employee with six months or more of service credits, who is an elected officer or Executive Board member of a Local shall, upon written request of the Local and notwithstanding the seniority rules provided in this Agreement, when the lack of work is for a period in excess of thirty days, have his removal due to lack of work from the bargaining unit his Local represents deferred, and to facilitate this shall, to the extent necessary and solely for this purpose, be considered to have greater service credit than the shortest service employee in the bargaining unit employed on work regarding which he can meet the provisions of Note II. This provision shall apply to a maximum number of elected officers and Executive Board members

according to the number of employees in the bargaining unit as follows:

<b>Number of Employees in the Unit</b>	<b>Number of Union Officials</b>
100 or less	2
101 - 2,000	5
Over 2,000	8

- (b) An employee with six months or more of service credits who is a recognized Steward of such Local shall, upon written request of the Local and notwithstanding the seniority rules provided in this Agreement, when the lack of work is for a period in excess of thirty days, have his removal due to lack of work from the group he represents deferred, and to facilitate this shall, to the extent necessary and solely for this purpose, be considered to have greater service credits than the shortest service employee in the group he represents employed on work regarding which he can meet the provisions of Note II. This provision shall apply to recognized Stewards in number and distributed in accordance with the current applicable local Supplement.
- (c) All of the foregoing shall apply only to those officers and Executive Board members whose names, titles and order of precedence have been specifically listed with the Company for this purpose and to Stewards whose names

and jurisdictions have been furnished in writing to the Company prior to the giving of notice of removal due to lack of work by the Company.

#### **ARTICLE 14**

##### **TRANSFERS TO OTHER JOBS**

- 14.01** Employees transferred will receive the job rate for the occupational classification to which they are assigned when they produce the normal quantity and quality.
- 14.02** An employee transferred to a higher occupational classification in the same occupation will be paid at least the minimum of the range or his then current card rate whichever is higher.
- 14.03** An employee will be entitled to the job rate when he is producing normal quantity and quality.
- 14.04** An employee who, because of lack of work, displaces to a different occupational classification under the provisions of Article 13.02 will be given one week's notice. During that time he will be paid his hourly rate while remaining on the old job or, if transferred, will be paid at a rate not less than the hourly rate of the employee's former job for up to 39 weeks immediately following the date of displacement.

The above paragraph shall not be deemed mandatory in the event that an employee selects an open job in preference to exer-

cising his seniority rights under Article 13, Decreasing and Increasing Forces.

**14.05** An employee required to perform temporarily some other job outside his regular work group, due to lack of work, will be paid for four hours, or for the half shift if transferred at the beginning of the half shift, at his payroll rate based on the best class of work performed most frequently.

## ARTICLE 15

### REPORTING FOR WORK

**15.01** Employees reporting for work who have not been told in advance\* not to report will be given work for at least the half shift for which they report or, if no work is available, they will be paid their hourly rate for the half shift for which they report.

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This obligation will not prevail:

- (a) When the employee is prevented from working because of
  - (i) A power shortage or failure of power supply
  - (ii) Any circumstance beyond the control of the company
- (b) If the employee does not keep the Company advised of his or her current address.

*\* Every effort will be made to give such notice as far in advance as possible.*

**15.02** When an employee suffers an industrial injury while at work for the Company and is instructed to leave the Plant to obtain medical attention then, if he is unable to return to work or is directed not to do so, he will be paid for the remainder of the shift in which he left the Plant. Payment in such cases will be the same as outlined in Section 15.01 above.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

**16.01** Unless otherwise provided for in this Agreement, every subject of joint discussion will first be taken up by the Union and the Company in accordance with the procedures provided for in this Agreement, and every effort will be made by the parties to reach a mutually satisfactory agreement as quickly as possible.

**16.02** If an employee wishes to have a grievance or complaint taken up, it will first be taken up orally with his Supervisor. He may do this personally, with or without his Steward or he may request the Steward to do it for him. The employee will be present when the matter is discussed by the Steward and the Supervisor if the Supervisor or Steward so requests. If an employee has requested his Steward to be a party to the presentation of the grievance, the Steward shall be present on any subsequent discussions of the grievance with the employee while the grievance is being pro-



cessed, except that if such discussion takes place with the Manager's Committee, or during proceedings under Article 17, Arbitration, the employee may instead be represented by other representatives of the Union, as provided for in this Article. The Supervisor will reply to the grievance orally within two (2) working days after its presentation or within any longer period which may be mutually agreed upon.

If the Supervisor's answer is not satisfactory the grievance may be submitted in writing and given to the Manager within five (5) working days of the Supervisor's response.

1) **16.03** The Manager, the Supervisor, the grievor and Steward will meet within five (5) working days to discuss the grievance and attempt to reach a resolution. The Manager will reply to the grievance in writing within five (5) working days after the meeting or within any longer period which may be mutually agreed upon.

1) **16.04** Any grievance requiring further processing from the previous Section may be referred by the Union Grievance Panel to the Manager's Committee within five (5) working days of the grievance being committed to writing in the previous step. The Union Grievance Panel will give the Manager's Committee at least five (5) working days notice in writing of any grievance to be discussed. The Manager's Committee will establish a regular day on which, each week, it will meet with a Grievance Com-

mittee composed of not more than three employees if there are any such grievance. to discuss, and will take up all grievance processed to this stage.

After hearing the Union Grievance Panel's presentation of the grievance, Manager's Committee will:

- (R) (a) Give an answer in writing covering the relevant points of the grievance within five (5) working days after the meeting has been held, or within any longer period which may be mutually agreed upon, or
- (R) (b) In cases where either party desires further investigation or discussion, again meet with the Union Grievance Panel within five (5) working days after the original meeting has been held, or within any longer period which may be mutually agreed upon. Where either party asks for a further meeting under this Section they may at the time the request is made notify the other party of any additional employee or management representative, who may be helpful in resolving the grievance, that they desire should attend such meeting. Where the Company requests such a meeting it will make an oral presentation of its decision, which will be promptly confirmed in writing. At this stage a full time representative of the Union may be present when the grievance is discussed if his presence is

requested by either the Company or the Union.

**16.05** The aggrieved employee will attend any of the meetings held between the Company and the Union in the processing of the grievance if requested by the Union.

**l) 16.06** If the time allowance provided for above and any mutually agreed upon extensions, are not observed by the Union or the Company then the grievance will be considered to have advanced to the next stage.

**16.07 (a)** It is recognized that Stewards, members of committees and Union Officers have regular duties to perform as employees of the Company.

**(b)** The Company acknowledges the right of the Union to select Stewards to assist employees in presenting their grievances to the representatives of the Company. The number of such Stewards and the section within which each one may function will be in accordance with the Supplement attached to this Agreement.

**(c)** A Steward will assist in the presentation of a grievance only in the section he represents, except that if a Steward is absent from the Plant, or if during a temporary period no Steward has been appointed, the area Chief Steward may assist in presenting a grievance in that section.

**(d)** A Steward must notify his Supervisor and give specific reason when intend-

ing to spend time in respect to a grievance, but the consent or agreement of the Supervisor is not required.

(e) A Union representative who is privileged by agreement to take up Union business in a section other than his own will first obtain the consent of the Supervisor of that section before contacting any employee in the section, but such consent shall not be unreasonably withheld.

(f) Union representatives will be expected not to absent themselves from the Plant during working hours for the conduct of Union business other than with representatives of the Company without first obtaining permission from the Company to be absent. Management will not withhold such permission unreasonably. At least a half shift's notice should normally be given of such request and the granting of such request will be subject to vital production requirements.

(R) **16.08** For recognized stewards, grievance committee members or executive committee members the Company will pay for one hundred percent of the time lost during regular scheduled working hours processing grievances with Management representatives as provided in Sections 16.02, 16.03, 16.04 and 16.10 of this Article.

(R) In cases where the Union requests that the grievor be present at Manager's Committee hearing(s), the Company will pay on

hundred percent of the time spent during regular scheduled working hours at such hearing(s) by the grievor, or in the case of a group grievance one grievor selected to represent the group.

**16.09** In those cases where it is mutually agreed by Management and Union representatives that an inspection of the job would be helpful in settling a grievance, a sub-committee of the Union, composed of not more than two employees of that Plant shall, with representatives of the Management, make an inspection of the job.

**16.10** If either party has a complaint with respect to a representative of the other or alleges that there has been a misinterpretation, violation or non-application of this Agreement, or any of the provisions thereof, then either party may give to the other notice in writing of such complaint. Within five (5) working days of receipt of such notice a meeting will be held between the Manager's Committee and representatives, not exceeding five (5) in number, of the Executive committee of the Local. The party against whom the complaint has been made will give an answer in writing within five (5) working days of this meeting. If the matter is not thus settled to the mutual satisfaction of the parties then it may be further dealt with in a manner corresponding to the Grievance Procedure outlined above and observing the same requirements as to time allowances. It is not the intention of the parties that this Section will be

used to bypass the regular Grievance Procedure which is outlined in the previous Sections.

## ARTICLE 17

### ARBITRATION

- (R) 17.01 After a grievance has been processed through all the stages provided for in Article 16, Grievance Procedure, if either party requests that such grievance be submitted to a Grievance Settlement Officer (GSO) they shall within fifteen (15) working days of receiving the decision under the last step at the Grievance Procedure outlined in Article 16, make such request in writing addressed to the other party to this Agreement in accordance with the Memorandum to the Agreement.
- (R) 17.02 After a grievance has been processed in accordance with 17.01 if either party requests that such grievance be submitted to arbitration they shall within fifteen (15) working days of the GSO hearing date make such request in writing addressed to the other party to this Agreement in accordance with the Memorandum to the Agreement.
- (R) 17.03 Disputes which are carried to the arbitration stage shall normally be heard before a single Arbitrator. The Company and the Union have expressed confidence in the ability of the under mentioned persons, and agree that they shall be called to arbitrate.

on a rotation basis, and in order of their listing:

Mr. H.D. Brown  
Mr. E.E. Palmer  
Ms. Gail Brent

The Arbitrator's expenses shall be borne in equal shares by the Company and the Union.

A grievance slated for arbitration shall proceed in the following manner:

- (a) A letter shall be sent within fifteen (15) working days to the Arbitrator on a rotating basis.
- (b) The first or second date received for arbitration shall be accepted for a hearing and the Arbitrator shall be advised of the grievance(s) to be heard.

17.04 Notwithstanding Article 17.02 above,  
i) either party to the Agreement may waive a single Arbitrator in favour of a Board of Arbitration. This right shall be exercised within 15 working days of requesting or receiving a request for arbitration. Within five (5) working days thereafter each party shall appoint an arbitrator. In the event that the arbitrators so appointed are unable to settle the grievance within three (3) working days after their appointment they shall select a third person by mutual agreement who shall act as Chairman of an Arbitration Board. If they are unable to agree upon such a Chairman within a further period of four (4) working days, the Ontario Minis-

ter of Labour will be asked to appoint an impartial Chairperson.

- 17.05** No matter may be submitted to arbitration which has not been properly carried through all earlier steps provided for in this Agreement and/or its Memoranda.
- 17.06** No person may be appointed as an arbitrator who has been party to an attempt to negotiate or settle the grievance.
- 17.07** Where the Board deems it necessary to incur other expenses in connection with the case, the Board will consult with the parties before making its decision re: incurring such expenses. Expenses which may be incurred in connection with the service of the Chairman or arising out of this Section will be borne equally by both parties to this Agreement.
- (R) 17.08** The Arbitration Board or Single Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement and/or its Memoranda, nor to alter, modify, add to or amend any part of this Agreement except as provided for in this Agreement and/or its Memoranda.
- (R) 17.09** The decision of the Board or Single Arbitrator will be final and binding upon the parties and, recognizing the importance of promptly disposing of all such cases, the Board will be requested to meet at the earliest opportunity and should render its decision within seven (7) working days from the time the matter was referred to them.



## ARTICLE 18

### DISCHARGE CASES AND DISCIPLINE

#### DISCHARGE CASES

If an employee wishes to grieve that he has been unjustly discharged, the matter shall be taken up as a special grievance under Article 16, Grievance Procedure of the Agreement. Any such grievance shall first be referred to the Manager's Committee within three (3) working days after he has been advised he has been discharged from the Company, and the Manager's Committee will give an oral response within twenty-four (24) hours which will be confirmed in writing. The matter shall be disposed of within seven (7) working days of the time the Manager's Committee receives notice of the grievance, except where a case is taken to arbitration.

Such special grievances may be settled by confirming the Company's decision in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the parties or Board of Arbitration.

The Provisions of Article 17, Arbitration, shall not be available to the discharged employee if, at the time of his discharge, he was a probationer.

If an employee is dismissed, his Steward will be informed at the same time, and when an employee is dismissed without notice he will have the right to interview his Steward for a reasonable period of time before leaving the Plant.

**DISCIPLINE**

In the case of an employee removed from his place of work for disciplinary action either party may request to have a Union Representative present during the interview.

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All notices of discipline will be removed from employee records after twenty-four (24) months from the date of issue. An exception to the above will be any situation whereby the notice of discipline represents a reoccurrence of a similar nature within the twenty-four (24) month period, in which case the prior notice will be retained in the records.

**ARTICLE 19**

**JURY DUTY**

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An employee who is selected for service as a juror and returns to work for those periods during his scheduled hours for the period in question which are not required for jury duty, will be compensated for earnings lost due to jury service up to his card or job rate, whichever is applicable based on the number of hours provided by his regularly scheduled hours.

An employee who is subpoenaed to appear in court as a witness will be compensated for earnings lost in the same manner as if selected for jury service.

**ARTICLE 20**

**ABSENCE DUE TO DEATH IN THE FAMILY**

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- 20.01** An employee with one month of service credits or more who is absent from work solely due to the death and funeral of his father, mother, son, daughter, husband or wife, will be granted five (5) working days' leave of absence which normally must include the day of death or the day of the funeral, and will be reimbursed by the Company for time lost from his regular schedule as a result of such leave on the basis of card rate or job rate, whichever is applicable.
- 20.02** An employee with one month of service credits or more who is absent from work solely due to the death and funeral of his brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild, will be granted three (3) working days' leave of absence which normally must include the day of death or the day of the funeral, and will be reimbursed by the Company for time lost from his regular schedule as a result of such leave on the basis of card rate or job rate, whichever is applicable.
- 20.03** An employee with one month of service credits or more who is absent solely to attend the funeral of his grandparent will be compensated at his card or job rate, for this one (1) day absence.

## ARTICLE 21

### UNION AND COMPANY REPRESENTATIVES

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21.01 The Union shall supply the Company with the names of employees who have been elected Union Officers, Executive Board Members, Grievance Committeemen and Stewards authorized to represent the Union, and will keep the list up-to-date. the administration (but not its negotiation or the negotiation of renewals, extension or amendments) of this Agreement, Union representatives meeting with Management at the request of Management will be paid for such time as is so taken during working hours.

21.02 Employees in number up to one employee for each one hundred employees or each major fraction thereof in the appropriate Plant, but not to exceed a total of ten employees, subject to the production requirements, may be granted permission to be absent in order to attend Union conventions.

21.03 An employee, having fifty-two weeks more service credits with the Company who is elected or appointed by a Local or other Locals named in this Agreement to full time work with such Local or Locals who is elected a National Officer or appointed to the full time staff of the Union shall, on making fifteen (15) days prior written application to the appropriate Personnel Manager and stating a definite period for the absence, be granted leave

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of absence during the term of this Agreement without loss of service credits (but without pay or time on leave of absence being credited to his service credits) for a period not to exceed one year. Such leaves of absence shall, on receipt of fifteen (15) days prior written application be extended from year to year, but not to exceed a total of five (5) years leave of absence by any one employee during his total period of employment with the Company. Not more than ten (10) employees in the aggregate from all the Locals to this Agreement shall be granted such leave of absence at any one time.

**21.04** The Company will supply the Union with a list of Foremen, Supervisors, Superintendents and their departments together with the names of other persons in the appropriate Plant with whom the Union might have transactions in connection with this Agreement.

## ARTICLE 22

### UNION NOTICES

The Company agrees that Company bulletin boards shall be available to the Union for the posting of Union notices. All notices to be posted shall first have the Plant Manager's or his appointee's approval, and he will arrange for posting.

## **ARTICLE 23**

### **FINANCIAL SUPPORT**

The Company shall not give financial aid to any labour organization within the Plants.

## **ARTICLE 24**

### **STRIKES AND LOCKOUTS**

During the term of this Agreement the Company agrees that there shall be no lockout; and the Union agrees that neither it nor its representatives will cause or sanction a slowdown, strike or other stoppage of or interference with work.

## **ARTICLE 25**

### **INFORMATION TO THE UNION**

**25.01** Copies of all general notices which are posted on the Plant bulletin boards which deal with hours, wages or working conditions will be sent to the office of the local Union.

**25.02** Lists showing those employees who have been hired or rehired, released, laid off for lack of work or transferred through the Personnel Department will be sent weekly to the office of the local Union. The lists will show the name, the code number of the occupational classification, department and service credits.

The Company will supply the Union Committee the following information on an annual basis or upon request for the life of

this Agreement, and send a copy to the local Union Office:

- Employees who are currently in the bargaining unit.
- Employee's number, classification, and home address including and specifying group leaders.
- Employee's status, sick benefits, LTD, WCB, or on LOA.

Information to also be provided on a computer disk.

**25.03** Wage information showing the code number, occupational classification, number at each earned rate, high, low and weighted average will be supplied to the Union by the Company every twelve months for the life of this Agreement, covering the period of the third quarter of the year to be delivered to the Union by October 31 st of each year.

## **ARTICLE 26**

### **NATIONAL SECURITY**

The Government of Canada, through its agencies, issues to the Company, as a contractor or sub-contractor on classified government work, certain instructions with regard to the personnel permitted by the Government agencies to work on such orders.

For the purpose only of implementing such instructions, the Company may transfer such

employees from such work or refuse such employees access to such work.

Where an employee is transferred out of such work or denied access to it arising out of such instructions the employee shall retain all other rights accruing to him under the Collective Agreement, including the seniority rights set out in Article 13, Decreasing and Increasing Forces, but excluding the right to utilize the Grievance Procedure for the purpose of nullifying the Government's instruction.

When the conditions which necessitated the original transfer cease to exist, such employee will then be permitted to revert to his original status.

## ARTICLE 27

### MODIFICATION

Either party to this Agreement, may during a period of ninety (90) to forty-five (45) days prior to February 15, 1998, or any subsequent renewal date, give to the other in writing proposed modifications or revisions of any of the provisions hereof. The parties will meet for the purpose of negotiating such modifications or revisions within three weeks after such notice is given. Such negotiations will not continue beyond the expiration or renewal date of the Agreement unless the parties mutually agree to extend the period of negotiations.



## ARTICLE 28 ✱

### TERMINATION

This Agreement will be binding upon the parties hereto and become effective from the 24th day of December, 1994, and will be in full force and effect until February 15, 1998, and unless either party gives to the other written notice of termination within a period of ninety-five (95) to eighty-five (85) days prior to this date or any subsequent renewal date then it will continue in effect for a further year, without change, and so on from year to year thereafter unless modified as provided for above.

Any notice of termination will be accompanied by the proposals which the party giving notice wishes to submit for inclusion in a new Agreement. The parties will meet for the purpose of negotiating such proposals within three weeks after the termination notice is given. Such negotiations will not continue beyond the expiration date of the Agreement unless the parties mutually agree to extend the period of negotiations.

## ARTICLE 29

Nothing in this Agreement shall stand as a bar to any Local within a composite Local exercising independent rights in regard to modification or termination of this Agreement under the provisions of Article 27, Modification and 28, Termination, should it so desire.

## APPENDIX

### TRAINING PROVISION

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The success of the Company to compete in global markets and provide satisfying employment and career growth opportunities will to a significant extent depend on our ability to increase productivity, adapt to new and changing technologies and broaden individual employee skills. This in turn will depend on our joint efforts to have in place programs to upgrade and expand employee job skills. For these reasons the Company has undertaken to improve its approaches to training and development. The Company will commit the necessary resources to achieve the above through a process that will involve the Union in training needs assessment and training program development.

The training objective will be to enable employees at all levels and with due respect for their service credits and seniority, to acquire a wide range of skills in order to improve their job security, become more productive in their current jobs to obtain new jobs created in their businesses by technological or other changes, and to be considered for openings elsewhere in the Company.

Each location will develop objectives and procedure consistent with the scope of this Appendix.

The Union will be involved in Local Joint Committees to identify:

- a) Training Needs and
- b) Training Program Designs

and make recommendations to Management and employees for the improvement of employee skill and qualifications.

The composition of the Joint Employee Committees will be determined locally by the Union(s) Executive and Management and will be in place not later than three months following ratification.

Training could include:

- Academic Upgrading
- Multiskilling
- Occupational Health and Safety
- Apprenticeship
- Adapting New Technology
- Team Involvement Skills
- Development of New Skills
- Laid Off Employee Training to enhance employment opportunities

Programs could include:

- BEST
- WHMIS
- New Product/Equipment/Process Training including off site programs
- Job Instruction Training
- Statistical Process Control

Joint Committee members who require time from their regular schedule to attend approved Joint Committee activities will be paid for time so spent.

Recognizing that there may be Company and Union wide issues impacting the Joint Training Committees, a Training Council will be formed.

It will be comprised of Union and Management representatives that will include the Vice President of Corporate Human Resources of the Company or his designate and the National President of the Union or his designate. The Council will meet as required but not less than once a year.

For  
GENERAL ELECTRIC CANADA INC.  
FOR ITS PICKERING, PETERBOROUGH  
PELLET AND BURLINGTON PLANTS

B. Cormier	W. Hope
M. Reichl	M. Riordan
J. Yeretsian	

For the  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA) AND  
ITS LOCALS 512 AND 524

J. Dias	J. McCabe
I. Scott	J. Wareham
J. Kennedy	R. Whatley
K. Riel	J. Carriero
E. MacLellan	B. Grant
G. Sherry	S. Dyson
D. Reid	

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 199

# MEMORANDUM

TO THE

## AGREEMENT

BETWEEN

**GENERAL ELECTRIC CANADA INC.**



(For the Pickering, Peterborough  
Pellet and Burlington Plants)

AND THE

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

**CAW  TCA  
CANADA**

**AND ITS LOCALS 512 AND 524**

**1994 - 1998**

*APR 22 1998*  
*02159051*

MEMORANDUM

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## MEMORANDUM

(R) MEMORANDUM dated this 2nd day of January 1995, supplemental to a Collective Bargaining Agreement, hereinafter called "The Agreement", made between General Electric Canada Inc. (hereinafter called "The Company") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and its Locals 512 (Pickering), 512 (Pellet), 512 (Burlington), and 524 (Peterborough) representing certain employees at these plants. The word "Union" as used in this Memorandum means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and the appropriate Local and the word "employee" means those employees in the appropriate bargaining unit unless otherwise indicated.

### EFFECTIVE DATE

Notwithstanding any provision to the contrary as to the effective date of the terms and conditions of the Agreement, said terms and conditions will become effective for each of the above (R) mentioned Plants and Locals from the 2nd day of January 1995, except where it is specifically stated in this Memorandum or in the appropriate Local Supplement that the effective date will be otherwise, or Local Management and the appropriate Local mutually agree that the effective date of some specific provisions will be a different date.

## WAGES

### CURRENT COST OF LIVING ALLOWANCE

- (R) Effective the start of the payroll period following January 2nd, 1995, roll in the existing COLA of fourteen cents (14¢) to all Job Rates retroactive to the payroll period beginning after December 23, 1994 that includes December 26, 1994.
- (R) Apply general increases to all Job Rates in accordance with the attached Schedules A, B, C and D. General increases to Apprenticeship schedules will be updated on the same base as they were in the past.

### RETROACTIVITY

- (R) Employees on the payroll at the date of ratification (January 2, 1995) and those who were laid off due to lack of work after December 23, 1994, will receive the equivalent cents per hour by which the job rate of their current assigned code is increased for all hours paid from December 26, 1994 to the date the first year general increase is applied.

In each year, the following will apply:

1. All employees to receive the equivalent cents per hour by which their job rate is increased.
- (R) 2. The rate ranges on Rate Schedules to continue to be calculated as in the 1991-1994 Collective Agreement.



(R)

### SCHEDULE "A" — PETERBOROUGH INCREASES TO JOB RATES

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Base

Current Job Rate	FIRSTYEAR			SECOND YEAR				THIRD YEAR				
	On Cola Roll In	Gen. Inc.	Oct 95 Cola	25-Dec-95 General Increase	Apr 96 Cola	Jul 96 Cola	Oct 96 Cola	13-Dec-96 General Increase	Jan 97 Cola	Apr 97 Cola	Jul 97 Cola	Oct 97 Cola
\$20.480	\$.14	\$.35	Cola	\$.34	Cola	Cola	Cola	\$.39	Cola	Cola	Cola	Cola
19.844	.14	.34	Cola	.32	Cola	Cola	Cola	.37	Cola	Cola	Cola	Cola
19.694	.14	.34	Cola	.32	Cola	Cola	Cola	.36	Cola	Cola	Cola	Cola
19.388	.14	.33	Cola	.31	Cola	Cola	Cola	.35	Cola	Cola	Cola	Cola
19.238	.14	.33	Cola	.30	Cola	Cola	Cola	.35	Cola	Cola	Cola	Cola
18.779	.14	.32	Cola	.29	Cola	Cola	Cola	.33	Cola	Cola	Cola	Cola
18.123	.14	.31	Cola	.28	Cola	Cola	Cola	.31	Cola	Cola	Cola	Cola
17.259	.14	.29	Cola	.25	Cola	Cola	Cola	.29	Cola	Cola	Cola	Cola
16.983	.14	.28	Cola	.25	Cola	Cola	Cola	.28	Cola	Cola	Cola	Cola
16.521	.14	.27	Cola	.23	Cola	Cola	Cola	.26	Cola	Cola	Cola	Cola
16.135	.14	.27	Cola	.23	Cola	Cola	Cola	.25	Cola	Cola	Cola	Cola
15.752	.14	.26	Cola	.22	Cola	Cola	Cola	.24	Cola	Cola	Cola	Cola
15.466	.14	.25	Cola	.21	Cola	Cola	Cola	.23	Cola	Cola	Cola	Cola
15.343	.14	.25	Cola	.20	Cola	Cola	Cola	.23	Cola	Cola	Cola	Cola
14.815	.14	.24	Cola	.19	Cola	Cola	Cola	.21	Cola	Cola	Cola	Cola

(R)

### SCHEDULE "B" -- BURLINGTON INCREASES TO JOB RATES

Current Job Rate	FIRST YEAR			SECOND YEAR				THIRD YEAR				
	Jan Roll In	Gen. Inc.	Oct 95 Cola	5-Dec-95 General Increase	Apr 96 Cola	Jul 96 Cola	Oct 96 Cola	3-Dec-96 General Increase	Jan 97 Cola	Apr 97 Cola	Jul 97 Cola	Oct 97 Cola
\$18.17	\$.14	\$.31	Cola	\$.28	Cola	Cola	Cola	\$.31	Cola	Cola	Cola	Cola
16.88	.14	.28	Cola	.24	Cola	Cola	Cola	.27	Cola	Cola	Cola	Cola
16.09	.14	.26	Cola	.22	Cola	Cola	Cola	.25	Cola	Cola	Cola	Cola
15.64	.14	.26	Cola	.21	Cola	Cola	Cola	.24	Cola	Cola	Cola	Cola
15.24	.14	.25	Cola	.20	Cola	Cola	Cola	.22	Cola	Cola	Cola	Cola
15.18	.14	.25	Cola	.20	Cola	Cola	Cola	.22	Cola	Cola	Cola	Cola
14.71	.14	.24	Cola	.19	Cola	Cola	Cola	.21	Cola	Cola	Cola	Cola

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(R)

**SCHEDULE "C" – PELLET  
INCREASES TO JOB RATES**

Current Job Rate	FIRST YEAR			SECOND YEAR				THIRD YEAR				
	On-Ratification Cola Roll In	Gen. Inc.	Oct 95 Cola	25-Dec-95 General Increase	Apr 96 Cola	Jul 96 Cola	Oct 96 Cola	23-Dec-96 General Increase	Jan 97 Cola	Apr 97 Cola	Jul 97 Cola	Oct 97 Cola
CT \$19.894	\$.14	\$.34	Cola	\$.32	Cola	Cola	Cola	\$.37	Cola	Cola	Cola	Cola
19.338	.14	.33	Cola	.31	Cola	Cola	Cola	.35	Cola	Cola	Cola	Cola
17.187	.14	.29	Cola	.25	Cola	Cola	Cola	.29	Cola	Cola	Cola	Cola
16.738	.14	.28	Cola	.24	Cola	Cola	Cola	.27	Cola	Cola	Cola	Cola
16.385	.14	.27	Cola	.23	Cola	Cola	Cola	.26	Cola	Cola	Cola	Cola

(R)

### SCHEDULE "D" – PICKERING INCREASES TO JOB RATES

Current Job Rate	FIRST YEAR			SECOND YEAR				THIRD YEAR				
	On Cola Roll In	Gen. Inc.	Oct 95 Cola	25-Dec-95 General Increase	Apr 96 Cola	Jul 96 Cola	Oct 96 Cola	23-Dec-96 General Increase	Jan 97 Cola	Apr 97 Cola	Jul 97 Cola	Oct 97 Cola
o \$17.469	\$.14	\$.29	Cola	\$.26	Cola	Cola	Cola	\$.29	Cola	Cola	Cola	Cola
16.305	.14	.27	Cola	.23	Cola	Cola	Cola	.26	Cola	Cola	Cola	Cola
15.883	.14	.26	Cola	.22	Cola	Cola	Cola	.24	Cola	Cola	Cola	Cola
15.123	.14	.25	Cola	.20	Cola	Cola	Cola	.22	Cola	Cola	Cola	Cola

#### **WAGE CONTINUANCE**

The Company will pay hourly employees with service credits totalling three months or more  $\frac{2}{3}$  of a day's pay for the 4<sup>th</sup> work day or the 4<sup>th</sup> and 5<sup>th</sup> work days of absence while totally disabled as the result of non-occupational sickness or accident, provided wages or weekly sickness and accident benefits are not payable for such **days**. A medical certificate or other proof may be required.

For employees on a 'four shift schedule' the wage continuance plan would also cover a 6<sup>th</sup> and 7<sup>th</sup> work day whenever such was the case considering the particular absence in relation to that employee's schedule.

#### **STATEMENT OF PARTIES**

Notwithstanding the definition of "Company" in the "Statement of Parties" in the Agreement, the following shall apply:

An employee's service credits accumulated with, or period of employment with the Radio Valve Company Limited shall be considered as service credits with or period of employment with General Electric Canada Inc., and acts done by the Radio Valve Company Limited regarding employees who were at the time employees of the Radio Valve Company Limited shall have the same effect as if they had been done by General Electric Canada Inc. in relation to employees.

## ARTICLE 3

### DEDUCTION OF UNION DUES

1. Amount of dues - During the life of this Agreement, the amount of regular union dues as certified at each location covered by this Agreement will be subject to increase in accordance with a letter from the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada), addressed to the Company and dated December 18, 1992.

The Local Union representing employees at each Plant location will certify in writing to the Company that the increase in regular union dues referred to above is to go into effect and will inform the Company of the actual amount of the increase. The Local Union will advise the Company, with reasonable notice, of the date(s) of implementation of any such increase.

2. The term "appropriately certified" used in connection with regular union dues in the Collective Agreement, Memorandum and Local Supplements shall mean the amount of regular dues authorized by the Local Union and verified in writing by the Local Union to the Company.

## ARTICLE 7

### OVERTIME

#### Continuous Operations

It is recognized in averaging the hours of continuous shift operations during a cycle of up to four weeks, that such average may be in excess of the number of hours in the standard work week, but may not exceed 42 hours.

#### Service Employees

Service employees on continuous shifts employed in the supplying of heat and power shall be paid at the rate of time and one-half for all hours worked between the hours of twelve midnight Friday and twelve midnight Sunday at Peterborough Plant, and comparable weekend shift cut off hours in any other plant.

## ARTICLE 10

### VACATIONS

- (a) It is understood and agreed by the parties that if an employee is absent due to non-occupational illness or accident at June 30th, for the purpose of calculating his vacation pay, he will be considered to have accumulated any service credits he might be credited with for such absence to that date on his return to work.
- (b) It is understood and agreed by the parties that an employee absent from work due to industrial injury and receiving temporary disability compensation at the vacation shutdown will be permitted to defer all or part of his vacation until his return to work.

In such cases, vacation payment will be as follows:

- (i) Where such employee elects to have vacation deferred until his return to work, payment at the time of taking vacation will be calculated on the basis that service credits accumulated at June 30th of the preceding vacation year will include service credits granted for that portion of the absence occurring in that vacation year.
- (ii) Where such employee elects to take vacation concurrent with the vacation shutdown or who, subsequent to the vacation shutdown, requests vacation pay due, prior to his return to work, he will be paid vacation in accordance with the



service credits accumulated at June 30th but not less than the amount necessary to make up the difference between his temporary disability compensation and his normal vacation pay.

The period of vacation deferment for any vacation year will in no event extend beyond April 30th of the following year. Where an employee who has elected to defer vacation has not returned to work by April 30th he will be paid vacation in accordance with (ii) above.

**PROCEDURE FOR PROCESSING LAYOFFS,  
RECALLS AND RETURNS**

The following shall be the procedure for implementing the provisions of Article 13 of the Agreement for employees with established seniority:

- (a) The Company will notify the Union of the classifications to be reduced and the names of the employees to be moved from these classifications and their service credits.
- (A) (b) (i) The supervisor or his representative will give the employee notice he is to be removed from his classification — when the supervisor is telling the employee of this, the employee may have his steward with him.
- (ii) The supervisor will make arrangements for the employee to go to the Personnel Department to be advised of his job opportunities, and he will tell him that in order to assist him, the Union will have a Union Seniority representative, who is

an employee of the Plant, present at the Personnel Department for this discussion if the employee wishes. The number of Seniority representatives shall be by mutual agreement and the Union will keep the Company informed in writing of who the Seniority representatives are.

The Company will pay 100% of the time so taken during regular working hours by each Seniority representative discussing such staff changes with representatives of Management up to a maximum of two hours per day. For any such time in excess of the first two **hours per day** the Company will pay 50%.

(iii) In accordance with (b) (ii) the number of Seniority representatives will be as follows:

(R)	Pickering	1	Burlington	2
	Peterborough	7	Pellet	2

The number of Seniority representatives for a particular plant in accordance with the above will be stated in the Local Supplement.

(c) At the Personnel Department, the employee will be told of his job opportunities, and when he indicates the job classification into which he wishes to bump, the employee to be so bumped will be contacted by his foreman the same as in (b) (i) and (ii) above. It is anticipated that there will not be a delay in the choice being made and the reasonable facilities of assisting in making a choice will be available, such as, providing for an interview

with the foreman supervising the job classification into which he wishes to move. At such interview the employee may have a Seniority representative accompany him. Reasonable requests for time to consider the various opportunities will be recognized, within the limits however, that all moves have to be completed within a 7-day period.

- (d) When the "chain" has been cleared through, a meeting will be immediately held with the Union Committee to make all details of the moves available to them. The Company and the Union Committee will make every effort to arrive at agreement on the moves prior to the expiration of the 7-days' notice period.
- (e) Any unresolved difference may be made the subject of a grievance.
- (f) In addition to providing full seniority lists for each department, posted in the department, and copies of all seniority lists supplied to the Union office, the Company will make available in the Personnel Department a master seniority list which the Union Committee may consult at all reasonable times.

#### Recalls and Returns

- (a) In the implementation of return and recall rights, an employee will be returned or recalled as soon as any necessary rearrangement of work forces has been made. The Company will take prompt action to obtain necessary replacements, and will endeavour to give advance notification in order to minimize delays in individuals' exercise of their return or recall rights under the Agreement.

The Company will attempt to procure replacements within five working days. It is recognized that the rearrangement of work forces is subject to the exercise by others of their job opportunities as provided in this Agreement.

Notwithstanding the provisions of Article 13 - Decreasing and Increasing Forces, subsection 7 (a) (iii), during the implementation of return and recall rights referred to in the immediately preceding paragraph, employees with shorter service credits may, if necessary be placed on a job, on an interim basis, for a period not to exceed the time taken in the prompt procurement of replacements including the total number of days actually taken by employees in the exercise of their return and recall rights within the terms of the Agreement.

- (b)** If an individual laid off and on the recall list wishes to have the Company have knowledge of any pertinent skill or experience he has acquired since the date he was laid off, then it shall be his responsibility to inform the Employment unit in writing of such skill or experience, including supplying any documentary evidence he may wish to supply.

In determining whether an individual on the recall list can meet the requirements for recall specified in Article 13 - Decreasing and Increasing Forces the Company shall, however, not be considered to have failed to give him his recall rights because of any failure to

evaluate appropriately skill or experience the individual acquired subsequent to his date of layoff.

*NOTE: It is agreed that, upon request of either party, discussions may be entered into at the plant level, between representatives of the Local and the affected plant Management, on the matter of procedure for the conduct of layoffs, with a view to reaching agreement on any desirable modifications to local practices in this regard.*

**GENERAL ELECTRIC CANADA INC.**

REQUEST FOR  
OPPORTUNITY TO BE RETURNED  
TO A DEPARTMENT FROM WHICH I WAS  
TRANSFERRED DUE TO LACK OF WORK

To the Employment unit: \_\_\_\_\_ Plant.

I was transferred due to lack of work from the \_\_\_\_\_

Department on \_\_\_\_\_

I hereby request that, as from the date of this request and for the appropriate period of time as set out in Article 13.07 (a) (ii) (2) of the Collective Agreement from the date of such transfer, I be given the opportunity to return, in order of my service credits, to said Department when work becomes available, in an occupational classification listed below, subject to my being able to meet the work requirements as required under the applicable Agreement, and subject to the other terms and conditions of the Agreement.

_____	_____
_____	_____
_____	_____
_____	_____
<b>Date</b>	<b>(Signature of Employee)</b>

TO BE FILLED IN BY THE COMPANY:

Received for the Company:

_____	_____
<b>Date</b>	<b>(Signature of Company Representative)</b>

**(Two copies of this form  
will be given to the employee)**

GENERAL ELECTRIC CANADA INC.

\_\_\_\_\_ Plant

RECALL TO WORK FORM

Having been offered a job opening and permitted not to accept it, I am listing below, as required, the occupational classifications to which I desire recall.

A. Of the occupational classifications from which I was removed due to lack of work in the past twelve months. or in the twelve months prior to the day of my layoff:

\_\_\_\_\_  
\_\_\_\_\_

Of the above I choose \_\_\_\_\_ as my Preferred Occupational Classification.

B. Additional occupational classifications for which I feel I can qualify under Note II:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In listing the above I realize that ordinarily I will not be recalled to anything other than the above list. I also realize that I am expected to accept recall to any of the above, and if I do not the following will ordinarily apply:

1. If I do not accept recall to an opening in B, then all my future recall will be confined to A.
2. If I do **not** accept recall to my Preferred Occupational Classification, my service credits will be terminated.
3. If I do not accept recall to an opening other than my Preferred Occupational Classification in A, then that particular occupational classification will be crossed off for future recall purposes.

The foregoing in no way limit the application of Article 13, Section 7 (c) (i).

Interviewed by: \_\_\_\_\_ Signed: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

Note to employee: The steps outlined in 1, 2 and 3 above will be rules followed under normal circumstances. However, the Company retains the right to sever the service credits of an employee who does **not** return to work when recalled, and also the right to recall you to a job not included in your then **current** list of jobs. In any event, the service credits of an employee will not be terminated if he provides the Company with a satisfactory explanation of his not accepting the recall.

***IA copy of completed form is to be sent to the appropriate Local of the Union***

GRIEVANCE PROCEDURE AND ARBITRATION

1. In dealing with a grievance at any stage of the Grievance Procedure, the party submitting the grievance will deal to the best of its knowledge with those points in the written reply at the previous stage on the issues of the grievance with which they disagree.
- (R) 2. If, in accordance with the Agreement, the grievance is referred to Arbitration under Article 17 for a decision, the party so doing will include in the written notice to the other party:
  - (a) The issue(s) of the grievance to be referred to the Arbitration and the remedy sought.
  - (b) The clause or clauses of the Agreement alleged to have been violated, to its best knowledge.

All of the above shall constitute the issue(s) with which the Arbitration Board, or Single Arbitrator, is required to deal subject to its jurisdiction under the Agreement. The specifying of the clause(s) above will not limit the clauses of the Agreement upon which the Board may rely in construing the Agreement in order to arrive at a finding on the issue(s) and clause(s) before the Board.
3. Each party accepts that the giving of information on the basic facts of the grievance, where such information is of a kind which may properly be given, facilitates the effective disposition of the grievance.



## ARTICLE 21

### UNION AND COMPANY REPRESENTATIVES

Union Representatives elected or appointed to, and engaged in full-time work for a Local or Locals party to this Agreement.

Notwithstanding anything in the Collective Bargaining Agreement between the parties to the contrary, employees granted a leave of absence for and engaged in full-time work for a Local or Locals which are party to this Agreement, under Section (3) of Article 21, "Union and Company Representatives", or in connection with any current Letter of Understanding in connection therewith, shall be considered to have service credits for purposes of seniority and vacation only, for such period of time during such leave of absence as he is engaged in such full-time work. This shall be retroactive to include all the time so spent on such leaves of absence by such full-time Union Representatives as are currently on leave of absence for and engaged in such full-time work as of this date and also, shall include, full-time representatives who have returned to the Company's employment. On his return to work with the Company, vacation will be granted such employee based on the years of service he has been credited with and his vacation pay allowance will be pro-rated to reflect the service credits earned from the date of his return, to the end of the vacation year. This provision will commence with the vacation year ending June 30, 1978.

#### RETURN TO WORK PROCEDURE

An employee returning to work after an absence for full-time work for a local or locals which are party to this Agreement, will be required to give the employment office at least two weeks advance notice. On his return to work, he will be placed in the occupational classification and department in which he last worked in the plant, provided there is an employee junior to him in the occupational classification and providing he can meet the normal requirements of the work. If he is unable so to return, he will be considered as if he had been removed due to lack of work from the occupational classification in which he last worked before leaving the plant, and may exercise seniority rights in accordance with this Agreement.

**For  
GENERAL ELECTRIC CANADA INC.  
FOR ITS PICKERING, PETERBOROUGH  
PELLET AND BURLINGTON PLANTS**

B. Cormier	W. Hope
M. Reichl	M. Riordan
J. Yeretsian	

**For the  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW – CANADA) AND  
ITS LOCALS 512 AND 524**

J. Dias	J. McCabe
I. Scott	J. Wareham
J. Kennedy	R. Whatley
K. Riel	J. Carriero
E. MacLellan	B. Grant
G. Sherry	S. Dyson
D. Reid	

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 1995

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm the recorded understanding filed during negotiations in the Spring of 1961 with the Department of Labour of the Province of Ontario, reached between General Electric Canada Inc., and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and its GE Canada Locals regarding employees in a bargaining unit who are assigned to work on sites outside the plant as follows:

1. If the Company assigns employees to such work from the recall list, the Company will use its best judgment in estimating whether the duration of the job is expected to be for fifteen days or less, or more than fifteen days and will select such employees accordingly. It is recognized that circumstances may cause a job to take longer than fifteen days.
2. While an employee is assigned to such work the seniority provisions of the then current Agreement between the parties will not apply in relation to such employee.

3. If an employee of longer service credits is laid off from the bargaining unit while a junior employee is on an assignment to a site outside the plant, then such junior employee will not be assigned to another field job or to a job in the plant before such longer service employee has had any appropriate opportunity in relation to such available work.
4. On the site the Union will not have the right to make representation in behalf of employees.
5. The parties recognize the difficulty of providing in a letter all details arising out of assignment of employees to sites outside the plant and if matters arise not herein provided for an effort will be made to work out appropriate solutions.

Will you please confirm the foregoing by signing in the space provided below.

Yours very truly,

I confirm the foregoing:

B.N. Cormier  
Manager –  
Industrial Relations

J. Dias  
National Representative,  
CAW – Canada

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm the understanding below between General Electric Canada Inc. This letter reaffirms understandings which were originally incorporated in a letter dated 23 April 1958 and sent to the Union by the Company.

**ARTICLE 13 — DECREASING AND INCREASING FORCES**

**SECTION 7 (d) — Filling Job Openings for Fifteen Days or Less**

When the Company knows at the outset that the job opening(s) will last for more than fifteen days, it is not its intention to deliberately bring in a person from the recall list for a period less than fifteen days, then lay them off and bring them in again, so as to avoid the provisions of Article 13, Sections 2, 4 and 7.

Yours very truly,

B.N. Cormier  
Manager — Industrial Relations

January 2, 1995

Mr. J. Dias

National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm the undertaking of General Electric Canada Inc. regarding the administration of Article 13, Sections 7 and 10 that, while under Article 12 - Service Rules, one of the qualifications to the granting of service credits under Section 5 thereof is that the employee must first return to work, nevertheless when considering an employee for recall, the additional service credits which he would be granted if recalled at that time will be computed and added to the service credits he had at the time of leaving the plant, for the sole purpose of comparing his recall opportunity with those of other persons on the recall list.

In the event that the person being considered left the plant due to non-occupational illness or accident, then the computation above referred to will include the time out of the Plant for reason of both illness and lack of work.

When an employee has left the plant due to non-occupational illness or accident, and while he is so absent his job is affected due to lack of work,

when he reports back to the plant ready for work his service credits will be computed as outlined in the first paragraph, for the purpose of determining his job opportunities.

Yours very truly,

B.N. Cormier

Manager – Industrial Relations



January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm the understanding that General Electric Canada Inc. will consider as absences from work, for which service credits are granted, those absences, approved in advance by the Company, of duly authorized members of the Union's Negotiating Committee who have not less than fifty-two weeks of service credits, for meetings with Management representatives in connection with the negotiation of new or revised Collective Agreements between the Company and the Union. Prior to negotiations commencing the Union will notify the Company as to the members of their Negotiating Committee.

Yours very truly,

B.N. Cormier  
Manager - Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This letter will confirm the undertaking of General Electric Canada, Inc. that it will administer Article 13, Section 7(a)(i) of the new Agreement entered into between the Company and the Union and its affected Locals in the following manner, in relation to employees who have been on the recall list over twelve months and who were otherwise qualified to have continued longer on the recall list but who have omitted to notify the Company during a calendar month of their continued desire to return to work:

Provided such employee informs the Company during the next immediately succeeding calendar month after the one in which notification was missed — then the Company will for such employee once only reinstate such employee on the recall list from that time onward subject, as before, to the other provisions of Section 7(a)(i) of Article 13.

Yours very truly,

B.N. Cormier  
Manager – Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

General Electric Canada Inc. undertakes that when an employee has been returned to a previous occupational classification under the provisions of Article 13, Section 7(a)(iii), for a job opening, the duration of which is in excess of fifteen days but not in excess of thirty days, it will at the completion of this short term opening, return him to his former job unless it has been filled by a senior employee who obtained the job through the exercise of his rights under Article 13.

Yours very truly,

B.N. Cormier  
Manager - Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

**Dear Mr. Dias:**

This letter will confirm the undertaking of General Electric Canada Inc. that it will inform supervision to the effect that on job openings of fifteen days or less supervision should attempt to assign to the job the senior employee still in that department who was removed from the job due to lack of work and who still maintains a return right, in cases where this will not create more inconvenience than would be the case if another employee were assigned the work.

Yours very truly,

*B.N. Cormier*  
Manager -Industrial Relations

January 2, 1995

Mr. J. Dias

**National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9**

Dear Mr. Dias:

This will confirm the undertaking of General Electric Canada Inc. that where an employee with established seniority is removed from a job to which he was transferred as a result of the application of Article 13, Section 15 of the Collective Agreement because of his inability to qualify on the job, and not because of lack of application on his part the following will apply:

- (a) The Company will first seek to place such employee in an available open job which carries a rate equivalent to the rate of the job from which he was originally transferred. It is understood that this would be done on the basis that, notwithstanding anything in the provision of Article 13, Section 15 of the Collective Agreement to the contrary, such employee would be given the same consideration for the open job as other employees in the bargaining unit who would also be eligible for consideration through the application of Article 13 Section 15.

Where the Company is unable to so place the employee removed, he will be given the same seniority rights as if he had been removed due to lack of work from the job on which he failed to qualify.

- (b)** Where an employee is removed as outlined in (a) above he will ordinarily not be removed without first having an opportunity to discuss his performance with the Company at which time he may have a Union representative present if he so desires.

Yours very truly,  
B.N. Cormier  
Manager -Industrial Relations

January 2, 1995

Mr. J. Dias

National Representative, CAW - Canada

National Automobile, Aerospace,

Transportation and General Workers

Union of Canada (CAW - Canada)

205 Placer Court

North York (Willowdale), Ontario

M2H 3H9

Dear Mr. Dias:

This will confirm the understanding of the parties that in the administration of Article 13 — Decreasing and Increasing Forces, if an employee removed from his occupational classification due to lack of work displaces into another occupational classification notwithstanding that he stated to the Company's Employment Representative, before displacing, his belief that he would not be able to meet the requirements of Note II, and if he fails so to meet the requirements of the job and is removed from the job for this reason, then if the Company is satisfied there was no lack of application on his part in his efforts to meet these requirements and if he is unable to displace into any other occupational classification in accordance with the provisions of Article 13, the Company will agree that he is unable to so displace for the purpose of Section 2 (h) of Article 13.

Yours very truly,

**B.N. Cormier**

Manager -Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm our undertaking that while the agreement dated December 24, 1963 provides in Article 21, Section 3 a maximum total period of five years' leave of absence for an employee for the purpose of full-time work with the Union, nevertheless those employees presently on leave of absence under this provision, who make application in accordance with Section 3 will be granted additional leave of absence to be effective during the currency of this Agreement, notwithstanding the five-year limitation provided in the above referred to Section.

Yours very truly,  
B.N. Cormier  
Manager -- Industrial Relations



January 2, 1995

Mr. J. Dias

National Representative, CAW - Canada  
National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario M2H 3H9

Dear Mr. Dias:

General Electric Canada Inc. will, at the employee's option, continue an employee's group insurance coverage (and that for his eligible dependents) while such employee is on approved leave of absence to perform full-time duties as a representative of a GE Canada - CAW-Canada Local or Locals.

1. Insurance coverage (except Weekly Disability Benefits) will be continued for any employee (and his eligible dependents) who is on an approved leave of absence as a full-time representative of a GE Canada - CAW-Canada Local or Locals at the date of this letter, and will be continued for the duration of such leave and any approved extension thereof.
2. His insurance coverage will be continued for any enrolled employee (and his eligible dependents) who commences such a leave of absence after the date of this letter, except that the weekly disability benefits coverage will be suspended 31 days after such leave commences and thereafter for the duration of such leave or any extension thereof.

35

*All 215904  
for Health  
(2/20/95)*

3. Subject to the above, benefits will be as prescribed by the Plan. Benefits for Life Insurance and Accidental Death and Dismemberment and Weekly Sickness and Accident, if applicable, will be based on the normal straight time Company earnings of the employee, computed on a basis of his standard work week for the week immediately prior to commencement of the leave but not to exceed 40 hours per week. These earnings will be adjusted so as to reflect any general wage or cost of living adjustment applicable to employee he represents under the terms of a Collective Bargaining Agreement relating to such employees, if such adjustment would have been applicable to him under such a Collective Bargaining Agreement had he remained at work for the Company during the period of his leave of absence.
4. The amount of Insurance (Life, Accidental Death and Dismemberment, and Weekly Disability Benefits, if applicable) shall be as prescribed by the Plan for other (full-time) employees with equivalent weekly earnings as calculated above.

An employee who works part-time for the Company and the balance on Local Union business (such as a steward or member of a Local Executive or Negotiating Committee) will be eligible for the same coverage as would be provided if the employee was working full-time at his regular earnings rate.

Yours very truly,

B.N. Cormier  
Manager - Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm our agreement that for operators on continuous shift operations whose scheduled hours average forty-two hours per week the maximum number of hours for purposes of calculation of vacation pay will be forty-two hours and not forty hours.

Yours very truly,            I confirm the foregoing:

B.N. Cormier	J. Dias
Manager -	National Representative,
Industrial Relations	CAW - Canada

January 2, 1995

Mr. J. Dias  
National Representative, CAW Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm the agreement reached between the parties that, notwithstanding the provision of Article 9 of the Collective Bargaining Agreement, in multishift operations the Company may find it necessary because of production requirements to establish shift schedules in such a manner that an overlap occurs between the starting times of one shift and the finishing time of the preceding shift.

The Company undertakes however, that in setting up three shift operations, it will not establish overlapping shift schedules solely for the purpose of avoiding the payment of the 0.4 hours paid lunch period as provided in Article 9, Section 2 of the Collective Agreement.

Yours very truly,            I confirm the foregoing:

B.N. Cormier	J. Dias
Manager –	National Representative,
Industrial Relations	CAW – Canada

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario M2H 3H9

Dear Mr. Dias:

When circumstances arise where the Company requires on a temporary basis three shifts per day to be covered by two employees working overtime, the parties agree that the starting time for the second shift will be 8:00 p.m. unless some other time is mutually agreed on by the employees concerned and the immediate foreman.

It is agreed that under such circumstances the shifts will be considered to commence and end at times that will determine the payment of such overtime at time and one-half.

It is understood and agreed by the parties that such arrangements are for the purpose of meeting the problems that arise from an employee being absent, vacation, or vacancies that cannot be filled on a temporary basis in accord with the recall and return procedure for filling such job opening.

The above paragraphs are for the purpose of meeting this particular situation only, and are not to otherwise alter or modify the provisions of the Agreement.

Yours very truly,

**B.N. Cormier**  
Manager – Industrial Relations

January 2, 1995

#15

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario M2H 3H9

Dear Mr. Dias:

This is to confirm the agreement between the Parties dealing with Transfer of Work.

Transfer of Work is defined as the discontinuance of ongoing production work at one Company location coupled with the assignment of the same work to a different Company location, if such assignment of work would directly cause a decrease in the number of bargaining unit employees performing such work at the first location.

Employees with three months or more of service credits, whose work is so transferred will be given three months notice that their job is to be discontinued.

An employee whose job is directly eliminated by the transfer of work (as defined above) and who as a consequence is transferred under any of the provisions of Article 13 shall be paid on any job to which transferred in the plant at a rate not less than the regular hourly day work rate of the job eliminated for up to 26 weeks immediately following the transfer.

Yours very truly,

**B.N. Cormier**  
Manager - Industrial Relations

January 2, 1995

#16

Mr. J. Dias

National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

In the event that the manufacture of a product line is moved to another Company Plant or to another employer, employees with three months or more of service credits, whose work is so transferred will be given three (3) months notice that their job is to be discontinued.

An employee whose job is directly eliminated by the transfer of a product line and who as a consequence is transferred under any of the provisions of Article 13 shall be paid on any job to which transferred in the Plant at a rate not less than the regular hourly day work rate of the job eliminated for up to 26 weeks immediately following the transfer.

In cases of such a move, preferential consideration will be given to the request of any such employee who would be laid off due to lack of work as a result of the *move*, and who asks to be employed at the new Company location to which his work has been transferred, on work for which he is qualified, or, if such work is no longer performed in the new Company location, on work for which he can qualify within a period of six

weeks. In giving such preferential consideration the Company will take into account the relative seniority of such employees.

The above will apply notwithstanding any provisions to the contrary in any mutual document between the parties dealing with plant closing.

In addition to this, where such an employee has been laid off for the above reason and makes application in person to some other plant of the Company covered by the Collective Agreement between the Company and the Union, then during a period of six months from the date of such application, the plant to which the application has been made will give preferential consideration to such an employee over persons making application for employment within the framework of the information he supplies on an application form filled out in making such application, for job openings for which he is qualified or can qualify within a period of six weeks.

Yours very truly,  
B.N. Cormier  
Manager -Industrial Relations



January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

In view of the changing educational and business environment, training requirements for apprentices are subject to change from time to time.

Management is prepared to discuss proposed changes with Local Union Representatives.

The Company also undertakes to ensure that when apprentices begin their training they will be thoroughly apprised of the proposed training assignments and will undergo periodic review in relation to course content and their individual progress.

Every reasonable effort will be made by the Company to see that the training schedules are conformed to.

Yours very truly,  
B.N. Cormier  
Manager -Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm the understanding of the parties that an employee who has a shift change under Article 7, Section 9 of the Agreement will be paid shift bonus for the shift to which he is moved.

Yours very truly,  
B.N. Cormier  
Manager - Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

In matters affecting Union recognition this will confirm the undertaking of General Electric Canada Inc. that when the Company moves an operation or part of an operation from a Plant covered by this Agreement to a new Company location within the same geographic area (i.e., as used by the Ontario Labour Relations Board in certification) the Company will meet with representatives of the Union to discuss the circumstances of such relocation.

In such cases where the Company provides employees covered by this Agreement employment at the new location in accordance with Letter of Understanding #16 then where such employees would then form a majority of a unit agreed upon by the parties to be appropriate for Collective Bargaining, and provided a majority of the employees moving to the new location were paying union dues at the old location, then the Company will give voluntary recognition to the UE as Bargaining Agent in the new location in accordance with Section 15, Subsection 3 of the Labour Relations Act of Ontario.

It is further agreed that where such voluntary recognition is entered into, the Company will furnish to the Union a copy of the current rates of pay in effect at the new location and will immediately apply the terms of the Master Collective Bargaining Agreement except for Articles 1, 6, 8, 13, 14, 17, 27 and 28. The parties will promptly enter into negotiations on a Local Supplement and on those Articles of the Master Agreement not previously applied.

Yours very truly,  
B.N. Cormier  
Manager – Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm the understanding between the parties that on the request of an employee, he will be permitted to have a Union Pension representative present when he is discussing his personal pension problems with the Company.

Yours very truly,

B.N. Cormier  
Manager - Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm agreement of the parties that when an employee would not otherwise accumulate service credits as a result of an absence due to permanent partial disability sustained while working for the Company and as determined by the Workers' Compensation Board, he will, on return to work, receive service credits for such absence up to three years or the length of his prior service credits whichever is the lesser.

This will not apply to any case where the employee is absent because of personal choice.

Yours very truly,

**B.N. Cormier**  
Manager - Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

Notwithstanding the provisions of Article 13.02, this will confirm that in the application of accumulated Company service credits for seniority purposes, an employee of the Company who has not previously worked in any bargaining unit as set out in the statement of the parties in the Collective Agreement and who transfers into a bargaining unit covered by the Agreement, after February 17<sup>th</sup> 1977, shall have available for seniority purposes in the bargaining unit only those service credits accumulated from the date of entry into the bargaining unit. However such employee will be considered to have seniority rights over probationary employees during the first three months in the bargaining unit. After such employee has accumulated twelve months service in the bargaining unit his service credits for seniority purposes will be his total service credits with the Company.

Yours very truly,

B.N. Cormier  
Manager - Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm the agreement of the parties that a CAW - Canada staff member, previously identified as the Union's Health and Safety representative, will be permitted entry to a plant to investigate working conditions, on the invitation of the joint Health and Safety Committee.

It is understood that the Union Health and Safety representative on receiving such invitation will arrange his visit to the plant through the Corporate Manager - Health, Safety and Environment and will be accompanied by the Manager or a member of his staff.

Yours very truly,  
B.N. Cormier  
Manager - Industrial Relations



January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm the understanding that the Company will, in each location, supply the joint Health and Safety Committee with a list of toxic substances as they are identified.

Yours very truly,  
B.N. Cormier  
Manager - Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm that, when a employee ceases to receive a temporary total disability compensation from WCB and reports to the appropriate Employment Unit ready for work and the Company is unable to place him immediately (Article 12.06), his eligibility for benefits under the GE Canada Insurance Plan will commence on the date on which he is placed on the recall list and will continue for a period of 12 months from that date or, as long as his service credits are maintained, whichever occurs first.

Yours very truly,

B.N. Cormier  
Manager - Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

Notwithstanding that the layoff procedure is not meant to provide promotional opportunities, the Company agrees that an employee during job opportunity processing will not be prevented from displacing onto a job carrying a higher job rate, providing he meets the applicable requirements of Article 13.02.

Yours very truly,  
B.N. Cormier  
Manager – Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

Notwithstanding Article 12.03(c) and 12.04(a)(ii) of the Collective Agreement, an employee with 52 weeks of service credits or more, who has been absent from work due to disability for a period in excess of 24 months, and has received benefits under the Company's Long Term Disability Plan during this period will, when he ceases to be eligible for benefits under the Company's Long Term Disability Plan, report to the employment office where his employment opportunities will be examined. In considering such opportunities the employee will be given the same seniority rights as if removed from an occupational classification due to lack of work. If the employee returns to work, he will have his prior service credits restored and will receive service credits for the absence under Article 12.05. If he is not able to return to work he will be placed on the recall list for the period of time appropriate to his service credits at the start of such absence subject to the provisions of Article 13.07(a)(i). If he

is re-employed from the recall list he will have his prior service credits restored and will receive service credits for the absence under Article 12.05.

Yours very truly,

**B.N. Cormier**  
Manager – Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

**RE: O.F.L. 30 Hour Health & Safety Training Course**

Dear Mr. Dias:

The Company is prepared to arrange for members of the Health & Safety Committee, established pursuant to Article 5.05, from each location, as set out below to attend a course on the Level 1, O.F.L. 30 Hour Training Course, Introduction to Health & Safety. Committee members who have previously taken this course will not be selected.

**COURSE PARTICIPANTS**

<u>LOCATION</u>	<u>UNION</u>	<u>MANAGEMENT</u>
Pickering	1	1
Burlington	1	1
Peterborough Pellet	3	3

Attendees for this course will be designated as soon as practical following ratification and the course completed by not later than November 1, 1995. The cost of the course will be paid by the

Company including any time lost from the regular work schedule, for such attendance, paid at the employee's card rate.

Upon completion each Plant Committee will evaluate the course as to how it fits into their local Health and Safety Training Program and make a recommendation as to its future application.

Yours very truly,

B.N. Cormier

Manager – Industrial Relations

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

The Federal Government Employment Equity Act and the Federal Contractors' Program, both require that employers consult with their employees in the implementation of equity programs.

For these reasons, and because of GE Canada's commitment to Employment Equity and the management of cultural diversity as business priorities, the Company is proposing that a national joint committee be formed to explore the Company's Employment Equity Program and how it may affect employees the bargaining units represented by your Union.

The principal function of this Employment Equity Joint Committee would be to focus on increasing the representation of the four Designated Groups (ie. women, visible minorities, native Canadians and persons with disabilities) in occupations throughout the bargaining units, and to recommend areas for negotiation by the parties for necessary modifications to the Collective Agreement to meet the requirements of the law. The



Joint Committee will also ensure that its efforts are coordinated with current local Employment Equity initiatives.

The Company proposes that this Joint Committee be composed of two (2) members named by the Union and two (2) members named by the Company and that it meet within 2 months of the date of ratification. Subsequently this Joint Committee would be responsible for actions that enhance Employment Equity in the bargaining units represented by your Union.

Yours very truly,                      I confirm the foregoing:

B.N. Cormier	J. Dias
Manager –	National Representative,
Industrial Relations	CAW – Canada

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

This will confirm that the local Union and Plant Management may pursue discussions on innovative forms of reward systems to support key local business initiatives. The CAW - Canada National Office and GE Canada Headquarters representatives will be invited to participate from the outset in this process.

Implementation of such a reward system will be subject to approval of the CAW - Canada National Office and of GE Canada Headquarters representatives.

Yours very truly,            I confirm the foregoing:

B.N. Cormier  
Manager -  
Industrial Relations

J. Dias  
National Representative,  
CAW - Canada

January 2, 1995

Mr. J. Dias  
National Representative, CAW - Canada  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

Effective upon ratification, when the Company decides to have a subcontractor perform work in the plant, that is of a non-emergency nature, which is expected to be in excess of five (5) working days, it will notify the Local Union of its decision in advance of such work commencing.

Yours truly,

B.N. Cormier  
Manager - Industrial Relations

January 2, 1995

Mr. Jerry Dias  
National Representative - CAW  
205 Placer Court  
North York (Willowdale), Ontario  
M2H 3H9

Dear Mr. Dias:

The Company and the CAW-Canada are committed to the concept of equal opportunity and a harassment free work environment. Both parties are devoted to promoting these principles.

Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights.

Anti-Harassment Training is a fundamental step in facilitating employee awareness, and will complement future joint Company and Union initiatives in their mutual objective of achieving a more representative work force, and harassment free environment.

It is our mutual objective to increase awareness that violence is an *abhorrent* action, both physical and verbal. Because women are more vulnerable to situations of violence or abuse, particular emphasis will be placed on awareness related to violence against women.

Accordingly, the Company and the Union will jointly design/deliver training of up to eight (8) hours duration which will be provided to all CAW

represented employees during the life of the Agreement. This Training shall include elements such as:

- Human Rights Awareness
- Company and Union Policies regarding Equality in Employment and Harassment
- The Complaint Procedure
- Violence against Women

Yours truly,  
B.N. Cormier  
Manager – Industrial Relations