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A G R E E M E N T

between the

GENERAL ELECTRIC CANADA INC.

Peterborough Plant

and the

DRAFTSMEN'S ASSOCIATION OF ONTARIO

Local No. 164

INTERNATIONAL FEDERATION
OF PROFESSIONAL
AND TECHNICAL ENGINEERS, AFL-CIO-CLC,

Peterborough Branch

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STATEMENT OF PARTIES

This Agreement made and entered into this 1st day of January 1989 between General Electric Canada Inc. hereinafter referred to as the "Company", and the Draftsmen's Association of Ontario, Local 164, International Federation of Professional and Technical Engineers, AFL-CIO-CLC, Peterborough Branch, hereinafter referred to as the "Association".

Witnesseth that the parties hereto have agreed as follows:

GENERAL PURPOSE

The general purpose of this Agreement is to provide for orderly collective bargaining in Connection with matters contained herein, and to further general good employer-employee relations.

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

ARTICLE 1

RECOGNITION

The Company recognizes the Association as the sole collective bargaining agent for all employees of the Company at Peterborough Plant designated as Draftsmen (Group Leader, Designer, Draftsman, Apprentice, Learners), save and except Instructors, Supervisors and persons above the rank of Supervisor.

The word **"employee"** as used in this Agreement means an employee in the bargaining unit as defined above.

ARTICLE 2

NO STRIKE OR LOCKOUT

As it is the desire of both the Company and the Association to maintain good contractual relations it is agreed there shall be no strike and no lockouts during the term of this Agreement.

ARTICLE 3

DEDUCTION OF ASSOCIATION DUES

1. The Company will provide for the deduction of regular Association dues (as appropriately certified to the Company by the Association) from an employee's pay and will make remittance to the Association in each week by cheque payable to the Association for the amount deducted for the previous **week**. The manner in which the Company will inform the Association of the deductions of weekly dues will be agreed upon locally and set out in the Local Supplement.
2. (a) All employees who, on the effective date of this Agreement, were paying the regular amount of Association dues will continue to pay such dues while in the bargaining unit.

(b) **As** a condition of employment, all persons becoming employed in a bargaining unit covered by this Agreement will be required within thirty days of such employment to pay the regular amount of Association dues as provided for in Section 1, above.

3. The amount of dues appropriately certified to the Company from time to time will be deducted from each weekly pay including vacation pays: if an employee does not receive a pay in any week or weeks there will not be a deduction made in any succeeding week to cover the week or weeks which have been so missed.
4. It is understood and agreed that the Association 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.

ARTICLE 4

SERVICE RULES

1. 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.

2. The service record of each employee laid off due to lack of work and re-employed after layoff will be reviewed by the Company at the time of his re-employment and in each case, such employee will be notified as to his service credits, if any.
3. Service credits previously accumulated will be lost whenever 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 6);
- (d) Is absent from work because of personal non-occupational illness or accident, and fails to keep the Company so notified monthly, stating the probable date of his return to work. The Company **may** require satisfactory medical certification in the case of illness of more than two weeks duration.

Illness shall include pregnancy whenever the employee concerned notifies her immediate supervisor or the plant hospital of her condition prior to absence from work. In cases of pregnancy, the above mentioned monthly notification will be waived if she returns to work within eight weeks after termination of pregnancy. If the employee will not then be able to return to work she must, prior to the expiration of such eight weeks period, **so** notify the Company and supply a written certificate from a physician of her physical inability so to return to work at the end of such eight weeks period, and stating the probable date of her return;

- (e) is notified within a year from date of layoff that he may return but fails to return within 10 days, or, having failed to return within 10 days, does not give a satisfactory explanation within a further 20 days:

(f) is absent from work without satisfactory explanation beyond the period of any leave of absence granted him by the Company;

4. 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, upon re-employment of such individual, review his service record in those cases where he has lost prior service credits through the operation of Section 3(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 automatically be restored upon such review.

- (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 sub-section (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.

5. Subject to Section 6 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 totalling 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 totalling 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 totalling 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.
6. 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 qualify for service credits under Section 5 (a), (b) or (c) of this Article, whichever is applicable.

ARTICLE 5

SENIORITY

1. An employee will be considered to be on probation until he has 13 weeks of service credits with the Company.

His seniority will then count from 13 weeks back from the date when such service is accumulated, and he will be considered to have established seniority and his name will be placed on a seniority list.

A seniority list will be maintained by the Company and will be revised annually. The seniority list will be based on the employee's total service credits with the Company in accordance with Article 4 except that former service credits restored to an employee under Article 4, Section 4 (c) will not be included in the determination of an employee's seniority. The seniority list will be made available to the Association representative at all reasonable times.

2. The Company recognizes the desirability in general of retaining employees with longer service credits over employees with shorter credits, and the Association recognizes that the Company must maintain an effective working force capable of meeting work requirements if it is to continue in business. The application of seniority in layoff due to lack of work and in rehiring shall not serve to unbalance classifying employees in line with work requirements.
3. In all cases of decrease of forces within an area of work the following factors will be considered:

Service credits then ability, skill and experience consistent with the remaining employees being able to meet the normal requirements of the work.

However, an employee who is to be removed from his classification due to lack of work in one area, who has previous experience that will enable him to meet the normal requirements of the work in another area in the same, lower or previously held classification, will be considered for such work subject to the foregoing provisions of this Article. Should differences arise out of the administration of this Section 3 they may be referable to the grievance procedure.

4. In the event of a contemplated reduction of staff due to lack of work, the Company will notify the Association in advance. It is recognized that there may be times when a general reduction of hours may be made in lieu of laying off some employees. **Any** such action would only be taken after prior consultation and mutual agreement between the Association and the Company.

5. **Technological Change**

If the Company anticipates that the introduction of a new technology in the form of new equipment and resulting new systems will result in employees whose immediate jobs are directly altered thereby being placed in a different occupational classification or being **removed** from their classification due to lack of work, then when the Company knows the changes that are expected to apply to these employees it will inform the Association as far in advance as possible and agrees to discuss these changes with the Association.

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Such discussions will include a study of any problems that may arise from technological change in relation to its effects on the employees in the bargaining unit, and will be ongoing as required.

At the time of the introduction of technological change into an area of work, defined as the group of employees under a supervisor, the Company will offer training to employees with sufficient seniority so as to prevent laying off out of seniority from the area of work due to staff reductions that directly result from the use of this equipment, provided such employees have the requisite qualifications and experience for such training. This undertaking will also apply to any employee who is subsequently affected by a lack of work for reasons directly attributable to the technological change in question.

The foregoing will not apply to an employee who declines a training opportunity or who is unable to demonstrate the necessary skill and ability after normal training has been provided.

Should an employee elect to decline a training opportunity he will be required to sign a statement to that effect, but not without the prior opportunity to discuss the matter with an Association representative. The representative will be present when the employee signs the statement.

If an employee from another area of work seeks to displace an employee who has been trained in the use of new equipment introduced as a result of technological change and, but for this training could otherwise meet the criteria of Article 5, Section 3, of the Collective Agreement, then the displacement will be allowed subject to the employee demonstrating satisfactory ability.

6. Subject to the provisions of this Article, and to Article 4, Service Rules:

(a) An employee with established seniority who has been laid off will have his name retained on the recall list for a period of one year from the date of layoff, except however that if the individual had longer than fifty-two weeks of service credits at the date of layoff, he will have his name retained on the recall list as follows:

(i) If he had more than fifty-two weeks and less than five years of service credits at the date of layoff, he will have his name retained on the recall list for a period not longer than his service credits at the date of layoff or two years, whichever is the sooner, subject to (b) below.

(ii) If he had five years of service credits or longer at the date of layoff, he will have his name retained on the recall list for a period of three years, subject to (b) below.

The retention of an individual's name on the recall list beyond one year from his date of layoff in accordance with the above shall be subject to the condition that, commencing with the first calendar month after being laid off one year, he contacts the Personnel Office by personal visit or by registered letter at least once each calendar month during his layoff informing the Company of his continued desire to return to work. In making such monthly contact, he will inform the Personnel Office of any change of address since the last one recorded with the Company.

- (b) If an individual refuses the offer of a recall opportunity, then unless the Company accepts as satisfactory the reason for this refusal, his name will be removed from the recall list.
 - (c) An employee transferred to another occupational classification due to a decrease in forces will have return rights to the occupational classification from which he was removed due to lack of work for a period of three years from the date he was so removed.
- 7 (a) When work is available, employees will be rehired by occupation in the reverse order to that in which they were laid off subject to the above, provided the employee next to be recalled can meet the normal requirements of the work. The order of recalling employees will also be subject to the Supplement to the Agreement.
- (b) When an employee is being recalled to work he will be so informed at the last address recorded by the employee with the Company. If personal contact cannot be made in this regard it will be done by registered letter.
 - (c) An employee must notify the Company of his intention to return to work within four days of the date of the recall to work notice, and must return to work within ten days of the date of the recall to work notice, or make an alternative arrangement satisfactory to the Company.
 - (d) **An** employee who was recalled to work and did not report for work as provided for above, will lose his existing service credits unless he gives a satisfactory explanation within thirty days from the date of the recall to work notice.

8. (a) An employee with established seniority who wishes to transfer to a different occupational classification or kind of drafting work may obtain from and file with the Employment Office a request for transfer form. The employee will specify the occupational classification he desires. This request for transfer will be valid for 12 months so long as the employee's service credits are not broken. The employee will be given a copy of this request for transfer form.
- (b) In filling open jobs in the bargaining unit the Company will first give consideration to employees reporting to the supervisor in whose area the opening occurs for whom the job would be an upgrading and to employees who have on file a request for transfer to that occupational classification.
- (c) In selecting the employee to fill the open job seniority will be an important factor but will not outweigh significant differences in skill and experience.
- (d) An open job which is an initial opening and is not filled from these sources will be posted if the job rate of the open job is higher than the lowest job rate in the rate schedule.
- (e) Consideration will be given to employees who make application for the posted job on the same basis as outlined in (c).

Such consideration will be given before hiring new employees and an employee will be given preference over a new hire if he can meet the normal job requirements in a time not significantly longer than that required by a new hire.

- (f) Where the filling of an initial open job creates an open job to be filled this second open job will be treated under the same procedure as the initial opening. Open jobs created by the filling of the second and subsequent open job(s) will not be posted.
- (g) An open job which is posted in accordance with the above will be posted in the Drafting Office for a period of three working days. In posting the job the Company will stipulate the required qualifications for the job. Within three working days of the date of posting, employees with established seniority may file with the Employment Office written applications for transfer from their present classification or kind of drafting work to the open job, stating their qualifications for the job.
- (h) It is understood and agreed that the Company may man such openings on an interim basis pending the determination and placing of the person selected to fill the job.

The name of the person selected to fill the job will be posted in the drafting office.

- (i) An employee transferred to an open job as a result of a request for transfer or through job posting will not have a claim on a further job change by these means for a period of twelve months from the date of transfer, unless the employee has been at the maximum rate of the classification for 6 months or longer and for whom the new job would be an upgrading.

- (j) When no applications are received for a posted job, or when the only applications received are from employees who do not have the requisite qualifications, it will not be a requirement of the Company to post any subsequent open jobs in that same class and kind of work for a period of 30 days.
 - (k) When Management withdraws or cancels a job opening after the job has been posted, a job posting form with a notation to this effect will be posted.
9. An employee of the Company, who is not in the bargaining unit, but who has been transferred from what is now the bargaining unit, and who, in the case of an employee who was so transferred after November 15, 1961, was at the time of such transfer an employee with established seniority, may be returned in accordance with his service credits, but excluding any service credits restored in accordance with Article 4, Section 4 (c) and **may** exercise the same rights 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 any occupational classification in which he previously worked. If he is unable **so** to return, he will be considered as if he had been removed due to decrease of forces from the occupational classification in which he last worked before leaving what is now the bargaining unit, and may exercise seniority rights in accordance with this Agreement. The Association will be informed before such an employee of the Company is so placed in the bargaining unit.

An employee with established seniority who is transferred after January 1, 1970 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, his service credits, for seniority purposes only, will be that part of his service credits which he had upon being so transferred plus half the service credits he accumulated while outside the bargaining unit, but excluding any service credits restored in accordance with Article 4, Section 4 (c). Once he has established himself back in the bargaining unit, his service credits (for seniority purposes) will be his total service credits with the Company, but excluding any service credits restored in accordance with Article 4, Section 4 (c).

An employee with established seniority who is so transferred after March 19, 1987 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 transfer, 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 transfer then, his seniority within the bargaining unit will be the service credits he had on the day prior to the date of his transfer. 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.

10. An employee may:

- (a) Retire at his or her option as provided in the Company Pension Plan

or

- (b) Be retired by the Company upon reaching the age for compulsory retirement (age 68) whether or not such employee is a participant in the plan.

ARTICLE 6

HOURS OF WORK

The standard work day shall be eight hours, which will normally be worked between the hours of 8:00 a.m. and 5:00 p.m.

The standard work week shall consist of five standard work days, namely Monday to Friday inclusive.

The Company does not guarantee to provide work for the standard hours or any other hours. However, the Company will confer with the Association before changing any schedules.

ARTICLE 7

OVERTIME

1. An overtime rate of time and one-half will be paid for hours worked **as** overtime at the request of and authorized by the Company as follows:

(a) For hours worked in excess of eight hours in any single work day beginning at the employee's regular starting time, and for all hours worked on Saturday, and during paid holidays and the half holidays, as set out in Article 9, Paid Holidays.

(b) Employees required to start work ahead of their regular starting time will be paid a rate of time and one-half for the time worked before their regular starting time, without regard to the number of hours they work that day. It is understood that this will apply in those cases where otherwise the employee would be paid at his straight time rate.

This provision shall not apply because of a new regular starting time being instituted.

2. An overtime rate of double time will be paid for all hours worked on Sundays at the request of and authorized by the Company and for all time worked in excess of twelve hours in any twenty-four hour period beginning at the employee's regular starting time on a standard work day.

3. The Company's policy is to keep overtime to a minimum. The Union recognizes the Company's need to have overtime worked from time to time and when conditions arise necessitating overtime employees will cooperate with the Company. In assigning overtime the Company will endeavour to distribute overtime equally among the employees who regularly perform the work.

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.

ARTICLE 8

CALL-IN PAY

Employees who are called in after their regular working schedule of hours without prior warning will be paid the greater of:

- (a) Actual hours worked at the appropriate overtime rate, or
- (b) Four hours straight time pay.

ARTICLE 9

PAID HOLIDAYS

The Company will observe and pay employees in accordance with its established rules for the following holidays without requiring the employee to render service on such holidays:

New Year's Day	Thanksgiving Day
Good Friday	Half Day before Christmas Day
Victoria Day	Christmas Day
Dominion Day	Two days to be determined Locally*
Civic Holiday	One half day to be determined locally*
Labour Day	

Employees required to work on such a holiday or half holiday will, in addition to the above, be paid in accordance with Article 7, Overtime.

For the purpose of this Article, when one of the above listed holidays (not including the half day) 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.

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

Heritage Day will be added to the paid holidays listed in Article 9 if legislated by the Federal or Ontario Governments during the term of the Agreement. If Heritage Day is not so legislated, one additional day to be determined locally will be recognized during the term of this Agreement. Should Heritage **Day** be subsequently legislated this one additional day will be observed **as** Heritage Day.

ARTICLE 10

VACATIONS WITH PAY

1. (a) Vacations with pay allowances will be granted as follows:

YEARS OF SERVICE CREDITS AS OF END OF VACATION YEAR	VACATION
1	2 weeks
4	3 weeks
10	4 weeks
20	5 weeks
30	6 weeks

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.

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- (b) Vacation allowance may be drawn in advance on the pay day preceding the employee's vacation.

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2. Subject to Section 3 below and except for employees covered under Section 8 (a) and (b) of this Article,
 - (a) The vacation pay allowance will be based on the proportion of service credits accumulated at June 30th during the immediately preceding vacation year.
 - (b) The vacation pay will be the proportion of service credits times the appropriate number of weeks as set out in Section 1 above, times the employee's normal salary.
 3. Notwithstanding Article 4, Service Rules, Section 5 of this Agreement, which provides that under certain conditions service credits are granted to employees recalled after layoffs, any time an employee on layoff spends working for another employer will not be counted as service credits for the purpose of calculating the vacation pay to which he might be entitled after recall.
 4.
 - (a) 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) An employee absent from work due to an industrial accident and receiving temporary disability compensation at the vacation shutdown will be paid vacation in accordance with service credits accumulated during the vacation year, but not less than the amount necessary to make **up** the difference between his temporary disability compensation and his normal vacation pay.

5. (a) When the Plant observes a shutdown or shutdowns for vacation purposes, the vacation season shall 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 supervisor and every reasonable effort will be made to arrive at a mutually satisfactory arrangement.
 - (b) If during an employee's vacation any of the paid holidays which are subject to the provisions of Article 9, Paid Holidays, occurs on a standard work day, Monday to Friday inclusive, such a day or half day will not count as part of his vacation, and an employee will receive an extra day's vacation or an extra half day's vacation with pay whichever is applicable.
6. Vacations outside of shutdowns will be scheduled to conform to the requirements of the Company.

Two complete vacations will not normally be granted within a period of six consecutive months. It is not permissible to postpone vacations from one year to another.

The following option will be available to an employee, with respect to vacation entitlement which is in excess of statutory requirement and plant shutdown(s),

An employee may elect to take such excess vacation in the form of cash payment in place of time off. At the employee's option, the payment may be taken in cash directly or, may be directed to his credit in the supplementary Pension Plan.

7. (a) When an employee who is eligible for vacation is granted a leave of absence, the first week(s) may be designated as vacation period and with the approval of the Department Manager or his designate, the vacation pay allowance for which he was qualified may be paid at the time such leave of absence commences.
- (b) An employee who is absent because of extended illness or accident, or because he is laid off, 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 Department Manager or his designate shall approve.
- (c) An employee who is absent because of personal illness of short duration, or who is laid off for fifteen days or less, or whose absence is excused for personal business or holidays that are unpaid, may (with the approval of the Department Manager or his designate) 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.
- (d) 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 scheduled or to receive a vacation allowance during the period of such absence.

8. (a) An employee who has less than six months service credits as of June 30th will receive as vacation pay 4% of earnings for the period from employee's date of hiring to this date.
- (b) An employee who has six months service credits as of June 30th, but less than twelve months will receive as vacation pay 4% of earnings for the period from the employee's date of hiring to this date.
- (c) Employees who are laid off indefinitely due to lack of work will be paid at the time of lay-off the appropriate pro rata allowance calculated from their date of employment, or from the end of the second quarter of the calendar year in which they last received a vacation allowance, whichever is the later.
- (d) (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% of the employee's earnings during the period from the employee's date of hiring to the termination of employment less any vacation allowance which he has already received under 8(a) of this Article.
- (ii) An employee who has been in the employ of the Company for more than three months, and whose employment 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 vacation allowance, whichever is the later.

ARTICLE 11

EMPLOYEE PERQUISITES

No salaried employee covered by this Agreement shall be discriminated against in respect of any Company-wide perquisites for salaried personnel.

ARTICLE 12

REMUNERATION

1. Remuneration will be made in accordance with the Rate Schedule contained in the Supplement to this Agreement and the rates shall be effective on the dates therein specified.
2. An employee's classification may be reviewed at any time, Upon a determination being made that the major part of an employee's time is being spent, and it is expected will continue to be spent, doing work within the scope of a classification different from the one in which he is currently classified, then his classification and salary will be changed appropriately. An employee's classification and salary will, in any event, be reviewed not less frequently than annually, and the result will be made known to the employee.

3. COST OF LIVING ALLOWANCE

In the first year the following 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 September 1989 exceeds the CPI for the month of June 1989.

In the second year the following 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 1990 exceeds the **CPI** for the month of December 1989.

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 1990 exceeds the **CPI** for the month of March 1990.

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 1990 exceeds the **CPI** for the month of June 1990.

In the third year the following 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 1990 exceeds the **CPI** for the month of September 1990.

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 1991 exceeds the **CPI** for the month of December 1990.

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 1991 exceeds the **CPI** for the month of March 1991.

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 1991 exceeds the CPI for the month of June 1991.

Payment of the Cost of Living Allowance will commence at the start of the payroll period next following the issue of the index for September 1989 and March, June, September and December 1990 and March, June and September 1991.

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 1989 will be **incorporated** into the Job Rates effective 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 1990 will be incorporated into the Job Rates effective at the same time as the third year general increase.

The CPI referred to in the above formula is the Statistics Canada 1971 = 100.

ARTICLE 13

IDENTIFICATION OF CLASSIFICATIONS

GROUP LEADER

A non-supervisory position under the general supervision of a supervisor which **has**, in addition to actual drafting duties, the responsibility to direct the activities of a permanent drafting group* ensuring that designs which are committed to drafting documents are in accordance with specified customer and engineering requirement, current drafting standards, manufacturing capabilities and schedules. This position also has the responsibility for analyzing work loads, planning and assigning work, and reporting to supervision all matters affecting the productivity of the group, provide guidance, assistance and training to members of the group. Does not include a designer draftsman heading up specific projects. The drafting requirements for this position would be at least equal to those of a senior designer.

*

The group should not normally be less than three employees.

DESIGNER SPECIAL

A position contributing at a level significantly beyond that required of a senior designer, recognized and consulted by others (such **as** other designers draftsmen, project groups, engineering, supervision) as a drafting design authority on specific product groupings or functional areas in a particular field(s).

May also be required to act **as** a consultant to customers and vendors.

May be required to direct others on specific projects.

SENIOR DESIGNER

This classification comprises work such **as** the development of the most complicated designs and variations from previous designs. The position covers work in a particular field(s) within specific product groupings or functional areas.

May be required to check the work or others.

May be required to direct or assist others on specific projects.

May be required to provide guidance, assistance and training on work of the same or lower classifications.

INTERMEDIATE DESIGNER

This classification comprises work such as the development of medium complicated designs and variation of previous designs following available source information, **e.g.** layouts, standards, written or oral instructions or sketches.

May be required to direct or assist others on specific projects.

May be required to check the work of others.

May be required to direct or **provide** assistance on work of the same or lower classifications.

JUNIOR DESIGNER

This classification comprises work such as the development of simpler designs and variations of previous designs following available source information, e.g. layouts, standards, written or oral instructions or sketches.

May require considerable direction on design work.

May be required to check the work of others.

May be required to direct or provide assistance on work of the same or lower classification.

DRAFTSMAN

The preparation and revision of complex drafting detail documents from provided source information, e.g. layouts, schematics, standards, sketches, written or oral instructions.

The amount of direction required varies with experience and ability.

May be required to check the detail work of others or direct others on specific detail projects.

JUNIOR DRAFTSMAN

The preparation, tracing or revision of drafting detail documents of simpler variety from provided source information, e.g. layouts, schematics, standards, sketches, marked prints, written or oral instruction.

The amount of direction and checking varies with experience and ability.

TECHNICAL ILLUSTRATOR SPECIAL

A position contributing at a level significantly beyond that required of a Technical Illustrator I, recognized and consulted by others (such as other technical illustrators, designers, draftsmen, project groups, engineering, supervision) as a technical illustrating authority.

May also be required to act as a consultant to customers and vendors.

May be required to direct others on specific projects.

TECHNICAL ILLUSTRATOR I

This classification comprises the layout and preparation of complex technical illustrations from information gathered from engineering drawings, engineering personnel or actual components or installations.

Complexity

Incumbent occasionally is required to illustrate objects which are still in conceptual stages which cannot be observed or copied.

Incumbent is required to confer and work directly with Management and works directly under a supervisor who is not an illustrator.

Level of responsibility

Work is typically reviewed in terms of whether it meets the objectives for which the illustration is to be used rather than for technical matters in the use of perspective, medium or design.

TECHNICAL ILLUSTRATOR II

This classification comprises the layout and preparation of technical illustrations from information gathered from engineering drawings, engineering personnel or actual components or installation.

Complexity

Incumbent is required to illustrate objects which can be observed or copied.

Incumbent is required to confer with others in planning the illustration to meet the objectives of the illustration.

Level of Responsibility

Work is typically reviewed in terms of technical matters such as, use of perspective, medium or design to meet the objective of the illustration.

ARTICLE 14

LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

Employees, not exceeding two in number at any one time, may be granted permission to be absent in connection with their Association activities. The number may be increased by mutual consent and agreement.

An employee, having 52 weeks or more of service credits with the Company, who is appointed or elected to, and continues in the exercise of, full-time work with the Draftsmen's Association of Ontario, Local 164, International Federation of Professional and Technical Engineers, AFL-CIO-CLC shall, on making fifteen (15) days prior application and stating a definite period for the absence, be granted leave of absence during the term of this Agreement without his service credits being broken thereby, but without the accumulation of service credits and without pay from **the** Company for the term of office, but not to exceed one year unless mutually agreed upon by the parties. 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 employment with the Company. Any employee on leave of absence under this paragraph shall not accept any other employment than Association business. If he does he shall lose his service credits. At the end of his leave of absence he shall upon re-employment receive his same basic ratio of pay and classification with any re-adjustments that have been made during that period.

ARTICLE 15

GRIEVANCE PROCEDURE

Recognizing that wherever possible complaints or differences are settled more expeditiously within the segment of organization concerned, the following procedure will be followed:

1. If an employee wishes to have a complaint or difference taken up, it will be taken up promptly with his immediate supervisor. He may do this personally, with or without his steward*, or he may have the steward* do it for him. The employee will be present if the matter is discussed by the steward* and the immediate supervisor upon the request of either the supervisor or the steward*.
2. On notice to this effect, if his immediate supervisor fails to make a settlement satisfactory to the employee within two working days thereafter, the matter may be similarly referred to his Unit Manager within two working days. Within two working days after the matter is referred to him the Unit Manager will study the merits of the case together with the employee and his steward*.
3. Upon failure of a satisfactory settlement of the complaint at this stage, within two working days of this meeting the matter may be referred by an Association representative to the Executive Committee of the Association.

The Committee will study the merits of the case and decide if the matter shall be processed as a grievance.

- * In the absence of a steward, an employee representative of the Association may act in place of a steward.

4. If it is decided to process a grievance, it shall be presented in writing by the Association to the Section Manager within one week of the decision of the Unit Manager.
5. Within five (5) working days after receipt of the written grievance by the Section Manager, employee representatives, not exceeding three in number, will study the case together with the Section Manager and his representatives. At the request of either the Company or the Association, the President of the International Federation of Professional and Technical Engineers or his accredited representative may be present when the case is discussed. An answer in writing will be given by the Section Manager within three (3) working days after the meeting has been held, or within any longer period which may be mutually agreed upon.
6. Failing a settlement at this stage the matter may be referred by the Association, within eight (8) working days, to the President of the Company or such other person **as** he may designate.

The Association will give at least three (3) working days' notice in writing of any grievance to be discussed at this stage.

Within eight (8) working days of receipt of such notice the President of the International Federation of Professional and Technical Engineers or his accredited representative will meet with the President of the Company or his designate to discuss the grievance, and an answer will be given in writing within eight (8) working days after the meeting has been held or within any longer period which may be mutually agreed upon. Employee representatives not exceeding three in number may be present at this stage on the request of either the Association or the Company.

7. Failing settlement at this stage any grievance alleging non-application or misinterpretation of the provisions of this Agreement may be referred to a Board of Arbitration upon the request of either party, in accordance with the procedure provided for in this Agreement.
8. If arbitration is to be invoked, the request for arbitration must be made within ten (10) working days after an answer has been given to the grievance in Section 6 above.
9. If the time allowances provided for above, and any mutually agreed upon extensions are not observed by the Association, the grievance will be considered dropped; if such time allowances or any agreed upon extensions are not observed by the Company, then the grievance will be considered to have advanced to the next stage.
10. It is recognized that employees who act as Association representatives have regular duties to perform as employees of the Company. Before leaving his section in connection with Association business an Association representative will obtain the permission of his supervisor. He will also report to his supervisor on his return. Any Association representative who is privileged by agreement to take up Association business in another section than his own will first report to the supervisor of that section.
11. In the event an employee believes he has been unjustly discharged, such discharge may constitute a special grievance. Any such special grievance shall be made by the employee affected to the Relations Manager within three (3) working days from the effective date of such discharge, and the matter shall be disposed of, (including referral to the President or his designate, if so referred), within seven

(7) working days of the time the Relations Manager received notice of the grievance, except where a case is taken to arbitration. The discharge of a probationary employee will not be referable to arbitration.

12. If the Association wishes to take up a complaint or grievance which is of a general nature, as distinct from one concerning an employee or a specific group of employees, then the Association may refer the matter in writing to the Relations Manager. The Relations Manager will arrange for representatives of local Management to meet with employee representatives of the Association not exceeding three in number to discuss the matter. Such meeting will be held within five (5) working days of the complaint or grievance being so referred. At the request of either the Company or the Association, the President of the International Federation of Professional and Technical Engineers or his accredited representative may be present when the matter is discussed. An answer in writing will be given by the representatives of local Management within five (5) working days after the meeting has been held, or within any longer period which may be mutually agreed upon. Failing a settlement at this stage, the matter may be further processed in accordance with the provisions of this Article commencing at Section 6.
13. It is recognized that the Company shall also have the right to take **up** a complaint or grievance concerning the Association, or concerning the application or interpretation of this Agreement, and that the provisions of this Article shall apply to and be available equally to the Company in the event of any unresolved difference of opinion concerning the interpretation or non-application or violation of this Agreement which the Company may wish to take up.

ARTICLE 16

ARBITRATION

1. No matter may be submitted to Arbitration which has not been properly carried through all earlier steps provided for in the Grievance Procedure.
2. The party wishing to proceed to Arbitration in accordance with Article 15, Grievance Procedure, will give notice to the other party, including the name of their nominee on the Arbitration Board or request a single arbitrator. The other party will appoint its representative to the Arbitration Board within one week from receipt of this notice or advise of its agreement to a single arbitrator.
3. If both such parties agree to the appointment of a single arbitrator, such single arbitrator will be selected jointly by the Association and the Company, and such single arbitrator shall be bound by all the provisions applicable to a Board of Arbitration under the Article.
4. If the Company and the Association fail to mutually agree upon the selection of a single arbitrator within one week, it shall be deemed necessary to establish a Board of Arbitration.
5. If the Company and the Association do not agree to a single arbitrator, their nominee to the Arbitration Board as provided in section 2 of this Article will jointly select a Chairman, but failing agreement, the matter shall be referred to the Ontario Labour Management Arbitration Commission with the request that it appoint a Chairman.

6. The Board of Arbitration will hear the parties, and render a decision within fifteen days. The decision of the majority of the Board of Arbitration shall be final and binding on both parties to the Agreement.
7. The expenses of the Chairman of the Board of Arbitration will be borne equally by both the Company and the Association. 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 regarding incurring such expenses and such expenses will also be borne equally by the Company and the Association.
8. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
9. The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Agreement and/or its Memoranda or to alter, modify, add to or amend any part of this Agreement or its Memoranda.
10. Where the parties have agreed to the appointment of a single arbitrator the provisions of Sections 6, 7, 8 and 9 above shall likewise apply to such single arbitrator.

ARTICLE 17

RIGHTS OF MANAGEMENT

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

1. To maintain order, discipline and efficiency;
2. 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 discharged or disciplined without reasonable cause, it may be made the subject of a grievance and dealt with as provided in the Agreement;
3. Generally to manage the industrial enterprises 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 control of materials and parts to be incorporated in the product produced. The Company agrees that these rights will be exercised in a manner not inconsistent with the terms of the Agreement.

ARTICLE 18

RELATIONSHIP

There shall be no discrimination by Supervisors or other agents of the Company against any employee because of the employee's membership in the Association or by virtue of the employee holding office in the Association.

The Association agrees that neither its officers nor its members nor persons employed directly or indirectly by the Association will discriminate against employees.

The Association agrees that there will be no Association activity during working hours except in accordance with this Agreement, or as may be mutually agreed upon.

This Agreement shall be applied in accordance with its terms to all employees without discrimination. A copy of the Agreement will be supplied to each employee.

ARTICLE 19

NATIONAL SECURITY

The Association recognizes that the Company has obligations in its contracts with the Government or its agencies pertaining to national security and agrees that nothing contained in this Agreement shall prevent the Company from fulfilling its obligations.

In the event an employee is directly affected by action taken in order to fulfill these obligations, he will be informed of the Company's reason for such action. On request of the employee the Association will also be so informed.

Any alternative work available to the employee will be discussed with him and with the Association if he so desires.

ARTICLE 20

BULLETIN BOARDS

The Company authorizes the Association to use the appropriate office bulletin boards for the purpose of publishing Association notices but requires that all notices appearing on the bulletin boards must have the approval of the Department Manager or his designate before posting.

ARTICLE 21

WORKING CONDITIONS

The Company shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. The Association will cooperate with the Company in maintaining good working conditions and will assist in assuring the observance of safety rules.

ARTICLE 22

LEGISLATION

In the event of any provisions of this Agreement being changed as a result of any Government legislation, then the parties shall meet and arrive at a satisfactory settlement of those provisions in conformity with such legislation.

*

ARTICLE 23

VALIDITY

Any provisions of this Agreement which shall be pronounced contrary to the laws of the Province of Ontario or of the Government of Canada shall not affect the validity of the remaining provisions of the Agreement.

ARTICLE 24

TERMINATION AND AMENDMENTS

Should either party desire to amend or terminate this Agreement it shall give written notice to the other within a period of ninety (90) to sixty (60) days prior to December **31, 1991**. The parties will meet for the purpose of negotiating such proposed amendments or to discuss such notice of termination within fifteen (15) days of receipt of such notice of desire to amend or terminate this Agreement. Should such notice not be given, this Agreement shall automatically renew itself and continue in full effect for another year.

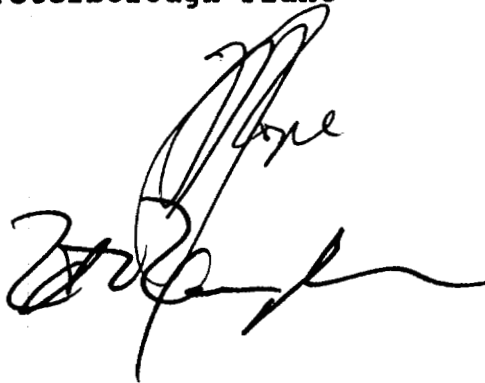
ARTICLE 25

DURATION OF AGREEMENT


Subject to the provisions of Article 24 above, this Agreement shall be in full force and effect from January 1, 1989 up to and including December 31, 1991.

Dated this 23 day of November 19 90

For GENERAL ELECTRIC CANADA INC.
Peterborough Plant



For the DRAFTSMEN'S ASSOCIATION OF ONTARIO
LOCAL 164, INTERNATIONAL FEDERATION
OF PROFESSIONAL AND TECHNICAL
ENGINEERS, AFL-CIO-CLC
Peterborough Branch



DW Maynard.