

**COLLECTIVE
AGREEMENT**

Between

NEI

Ferranti-Packard

**NEI/Ferranti-Packard Transformers
Ltd.
and**



**United Steelworkers
of America
Local 5788**

February 23, 1987 to February 22, 1990

NEI/FERRANTI-PACKARD TRANSFORMERS LTD.
Dieppe Rd., St. Catharines, Ontario, Canada (416) 685-6551

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This Agreement made and entered into this twenty-third day of February, 1987.

BETWEEN:

NEI/FERRANTI-PACKARD TRANSFORMERS LTD.; St. Catharines, Ontario hereinafter called "the Company."

- AND -

UNITED STEELWORKERS OF AMERICA, Local **5788**; hereinafter called "the Union".

ARTICLE I - PURPOSE

1.01 The purpose of this Agreement between the Company and the Union is to establish wages, hours and other working conditions and to provide machinery for the prompt settlement of grievances.

ARTICLE II - RECOGNITION

2.01 (a) The Company **recognizes** the Union as the sole and exclusive Collective Bargaining Agency for all its St. Catharines employees, save and except foremen, and assistant foremen, those above the rank of foreman, office cleaning staff, plant protection staff and office staff.

(b) Employees working outside of the bargaining unit shall not perform work on jobs included in the bargaining unit except for experimental work, development work, instruction, emergencies or when employees are not readily available to perform the work.

"Readily available" shall imply that a representative of the Company has made a responsible effort concerning his work force in deciding whether in fact employees are, or are not, readily available.

The exceptions provided herein shall not be used by the Company for the purpose of removing production work from the bargaining unit personnel.

(c) The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its effect upon such matters as job opportunity and job security for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, attempt to **minimize** the amount of future production or maintenance work to be "contracted out" during this Agreement.

The Company further agrees that, on the request of the Union, it will meet with the Union at each semi-annual anniversary of the date of this Agreement to review, and to enable the Union to make representations with regard to the Company's "contracting out" practices during the preceding six (6) month period.

(d) While the Company reserves the unrestricted right to contract work in and out of the plant, the Company nevertheless agrees that, prior to any commitment to bring in outside contractors to do work in the plant which is normally performed by employees in the bargaining unit, the Company will discuss with the Union the possible effect on employees in the bargaining unit as to job status and security. The Company further agrees that it will not bring in outside contractors if that action would result in reducing the work force in the bargaining unit.

2.02 It is **recognized** by the parties to this Agreement that there are jobs within the bargaining unit the incumbents of which are required to instruct, direct or lead other employees in the performance of their work. It is agreed that no such employee shall have, or exercise, any disciplinary authority over any other member of the bargaining unit.

ARTICLE III - CHECK-OFF

3.01 (a) The Company agrees to deduct as a condition of employment, from the weekly pay of each employee such Union dues as are uniformly levied on each employee in the bargaining unit in accordance with the Constitution and By-Laws of the Union and to transmit the full amount of such deductions to the Financial Secretary of the Local Union or other arrangements agreed to between the parties.

(b) The Company will also deduct from each employee, once annually, such special uniform assessment as levied by the Local Union upon **authorization** from the Financial Secretary of the Local Union.

3.02 Each new employee hired shall, as a condition of employment, pay dues in accordance with Article 3.01 at the commencement of the first full pay period following his hiring date. The Company will furnish the Union with a list of probationary employees at the time of hiring. Such lists shall also include the address of the employees and the classification to which he has been assigned.

3.03 If an employee does not have sufficient net earnings in any pay to permit deductions, the Company will have no responsibility for collection for that week.

3.04 Deductions for an employee who is laid off, given leave of absence or transferred from the bargaining unit shall be automatically resumed from the employee's first pay period commencing upon the employee's reinstatement following such layoff, leave of absence or transfer from the bargaining unit.

3.05 The Financial Secretary of the Local Union will advise the Company through its designated representative, by letter, not later than fourteen (14) days following the effective date of this Agreement of the amount of weekly dues uniformly levied on each employee of the bargaining unit. Thereafter in the event of any change in the amount, the

Financial Secretary will in the same manner advise the Company of the change not later than fourteen (14) days prior to the week in which the change is to become effective.

3.06 The Company will use its best endeavours to comply with the provisions of this Article III, but is relieved by the Union of any and all responsibility and/or liability for deducting individual arrears in dues.

3.07 The Local Union will file with the Company a vouched signature of its Financial Secretary and of a person or persons **authorized** to negotiate the weekly cheques for the Union. The Company shall furnish the designated financial officer of the Local Union, weekly, with a list of those for whom deductions have been made and the amounts of such deductions. Such lists shall also show the names of the employees who for any reason have not paid dues for that particular period.

3.08 In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the **employee** will be made by the Local Union.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the function exclusively of the Company:

(a) To maintain order, discipline and efficiency.

(b) To hire employees: to promote, demote, transfer, layoff, recall employees and to discipline or discharge employees for just cause.

(c) To operate and manage its business in all respects in accordance with its commitments and responsibilities and to decide the locality of plants, products to be manufactured, schedules of production, methods, processes and means of manufacturing.

(d) The Company may set reasonable production standards which will apply to all employees within the classification and the Union will be informed of this production standard.

4.02 The Company also has the right to make and alter from time to time reasonable rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement and provided that there shall be no new rule or regulation or change in a present rule or regulation made effective without notice to, and discussion with, the Union.

4.03 The Company agrees that these rights are not to be exercised in a manner contrary to any term of this Agreement and a claim that any action by the Company is contrary to this Agreement shall be dealt with under the Grievance Procedure.

ARTICLE V - RELATIONSHIPS

5.01 Neither the Company nor the Union will engage in any acts of discrimination against any employee.

Where the masculine is used herein it shall mean to include the feminine and vice-versa where the context permits.

5.02 The Union and the Company agree that there will be no intimidation, restraint or coercion exercised or **practiced** upon employees of the Company, by any of its members or representatives and that there will be no Union activities or solicitation on the Company premises during working hours, except as permitted by this Agreement or **authorized** by the Company.

5.03 The company agrees that five (5) Union officers: President, Vice-President, Financial Secretary, Recording Secretary and Chief Steward shall have preferred seniority only if such preferred seniority is necessary to maintain employment with the Company.

5.04 The Company agrees that **unauthorized** personnel shall not have access to an employee's sickness and accident records.

ARTICLE VI - STEWARDS AND COMMITTEEMEN

6.01 (a) The Company shall **recognize** six (6) stewards to assist employees in presenting their grievances to representatives of the Company. These stewards must work in the area they represent. Three (3) alternate stewards may be designated to assist employees when their regular stewards are not available. The names of such stewards and alternates shall be submitted to the Company and the area in which each one will function shall be as follows:

Power Assembly, Power Test Distribution & Instrument Assembly	- 1 steward
Distribution & Instrument Test Stores, Paint Department, Encapsulation & Relay Switches and Components	- 1 steward and 1 alternate
Core & Winding Departments, Insulation Cutting	- 1 steward
Maintenance, Toolroom, Woodworking	- 1 steward
Welding Department	- 2 stewards and 1 alternate

If areas are changed the area allocation of stewards shall be renegotiated.

Stewards shall be permitted to leave their respective sections if permission has been granted by their Foreman, which shall not be unreasonably withheld, and will give a reasonable explanation which may be requested in respect to their absence. When, however, a grievance requires immediate attention, the Steward of that particular area with the approval of the Foreman of the department in which he is employed shall be permitted during his regular working hours, and at his day rate, to leave his regular duties for a reasonable period to adjust and present grievances. Whenever a Steward is required to visit another department, he must first report to the Foreman of the department he is visiting.

(b) The Chief Steward or his designate shall be allowed such time off as shall be reasonably required to consult with employees or stewards in connection with grievance matters which shall not exceed four **(4)** hours per week. This time off shall be arranged within eight **(8)** working hours notification with his Foreman or Foreman designate and the provision of **6.01** (a) in respect to payment shall apply. Time off for the Chief Steward does not include meetings with the Company or grievance meetings.

(c) The President or acting President shall be allowed such time off as shall be reasonably required to consult with employees or stewards in connection with Union business which shall not exceed four **(4)** hours per week. This time off shall be arranged with his foreman or Foreman designate and the provision of **6.01** (a) in respect to payment shall apply. Time off for the President does not include meetings with the Company or grievance meetings.

6.02 The Company acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three **(3)** members composed of the President of the Local or his representative and two **(2)** stewards.

6.03 All reasonable arrangements will be made to permit a member of the grievance committee to have access

to an area of the Plant to review disputed operations and confer With necessary witnesses providing the conditions outlined in section 6.01 above apply here.

ARTICLE VII - GRIEVANCE PROCEDURE

7.01 The purpose of this section is to establish orderly procedures for the prompt processing of grievances or disputes which may arise between the Company and the Union or between the Company and an employee or employees in connection with the application, interpretation or alleged violation of any provision of this Agreement. It is agreed that in all cases where a complaint or grievance involves an error in earnings settlement shall not be retroactive beyond the date of occurrence of the error being grieved.

7.02 Step 1

In the first instance an employee and his Steward shall take up any grievance direct with his Foreman within ten (10) days of the event upon which the grievance is based. The Foreman shall meet with the **grievor** and his Steward as soon as possible during working hours, but in any event, within twenty-four (24) hours of the grievance. The Foreman will give his decision within two (2) days. In the absence of the Foreman, a Company representative shall review the grievance with the **grievor** and his Steward. Any settlement at this step shall not be considered precedent setting in any manner and shall not be used in evidence with regard to supporting future grievances.

Step 2

If not then settled, the grievance shall be put in written form stating the specific action complained of, Article(s) of the Agreement of which applications, interpretation or violation is alleged and the relief requested. Such written grievance shall within five (5) days *after* the decision of the Foreman in

Step 1 be submitted to the Foreman to be discussed with the Production Manager or his representative. The Production Manager and Foreman will meet with the Chief Steward or his representative, Steward and **grievor(s)** and shall give his decision in writing within five (5) days after receiving the grievance. If the grievance is denied, the decision shall contain the Company position briefly outlining their reasons.

Step 3

If not then settled, the Union may within seven (7) days submit the grievance in writing to the Manager of Employee Relations to be discussed. The Manager of Employee Relations and Plant Manager or their representative, will meet with the Grievance Committee within five (5) days after the date on which the grievance was received at this Step. The Union International may be present at the request of either party. The decision of the Representative of the Company or the Committee in the case of a Company grievance shall be given in writing within five (5) days after the meeting at which it was discussed.

Step 4

If not then settled, the grievance will within thirty (30) days be referred to arbitration in accordance with Article 7.03, or dropped by the Union.

7.03 ARBITRATION BOARD

(a) Written notice shall be given to the other party of desire to take the grievance to Arbitration formally stating the subject of the grievance and at the same time nominating an Arbitrator. Within ten (10) days after receipt of such notice, the other Party shall name an Arbitrator. The Arbitrators representing the two Parties shall meet as soon as possible and will attempt to agree upon a Chairman of the Arbitration Board, and failing such agreement within five (5) days after they have first conferred or such longer period as may be agreed either Party may request the Minister of Labour for the Province of Ontario to name such Chairman.

(b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairman it shall meet and hear the evidence and representations of both parties and shall render a decision as soon as possible, the intention being that all decisions shall be given within seven (7) days after Arbitration proceedings have commenced. The decision of the majority of such Arbitration Board shall be final and binding on both Parties to the Agreement and in the event that it is not possible for the Board to reach a majority decision, then the Chairman's decision shall be final and binding.

(c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof. The Board shall interpret the language of this Agreement and shall issue a decision that is consistent with the terms and conditions of this Agreement.

(d) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The Party receiving notice of Arbitration may, within three (3) days of its receipt, give written notice to the Party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of this Agreement. Such notice of dissent as to arbitrability shall contain a statement as to the reasons why such dissent is taken and the discussion before the Board on this item shall be so limited. In such case the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case the Arbitration Board shall reserve judgement on the question or arbitrability and proceed with the matter on its merits.

The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter of alleged violation of the Agreement does not involved an interpreta-

tion, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Company, or the Union Committee in the case of a Company grievance, shall stand.

(e) Each of the Parties hereto will bear the expenses of its representatives and the Arbitrator appointed by it, and the Parties shall share equally the expense of the Chairman of the Arbitration Board.

(f) No person shall be selected as a Chairman of the Board who has been directly involved in attempts to negotiate or settle the grievance, or one who has any pecuniary interest in Company or the Union.

(g) All **evidence** relied on pertaining to any grievance must be presented during the first two **(2)** steps of the grievance procedure as outlined in section **7.02** above prior to any grievance being referred to Arbitration, unless any other evidence to be presented is discussed by both Parties ten **(10)** days prior to the date of the Arbitration hearing.

(h) Any grievance filed by an employee or the Union relating to the subject matter of Article **22** shall be referred directly to Step 2 of this grievance procedure.

7.04 **(a)** Within fifteen **(15)** days of its accrual the Company may submit in writing to the President of the Local Union any specific grievance and the matter shall be dealt with in accordance with Step 2 and the balance of the Grievance procedure.

(b) Within fifteen **(15)** days of its accrual the Union may, through the President of the Local Union, submit in writing to the Manager of Employee Relations or his representative a policy grievance concerning the alleged violation of the Agreement as opposed to an individual grievance and the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure.

(c) Within ten (10) days of its accrual the Local Union may, through the Chief Steward, submit in writing to the manager of Employee Relations or his representative a group grievance affecting more than five (5) employees and the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure.

(d) When a grievance is submitted under Section 7.04 it shall state the Section or Sections of the Agreement claimed to be violated or relied on.

7.05 At Step 2, the conferring Parties may have the assistance of the employee or employees concerned and any necessary witnesses, provided that notice has been given to the other party of the employees and witnesses two (2) days prior to the meeting. All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

7.06 No grievance shall be considered at any Step unless it has been properly carried through all previous Steps of the Grievance Procedure required by this Agreement. Should the Union fail to answer a grievance to the next step within the allotted time limits the grievance will be considered to have been withdrawn. Should the Company fail to schedule a meeting or answer a grievance to the next Step within the allotted time limits the grievance shall be awarded to the grievor. Any grievance awarded by the above process of time limitation shall not be considered precedent setting in any manner and shall not be used in evidence with regard to supporting future grievances.

7.07 In this Article "days" shall mean "working days" excluding Saturdays, Sundays, Statutory Holidays and Vacation and any time limit may be extended by mutual agreement of the parties.

ARTICLE VIII - DISCHARGE OR DISCIPLINE CASES

8.01 (a) If an employee believes that he has been unjustly disciplined or discharged, he may within ten (10) days of notice of discipline or discharge present a grievance in writing to the Manager of Employee Relations or his representative and the matter shall be dealt with in accordance with Step 3 and the balance of the Grievance Procedure.

(b) A discharged or suspended employee shall be given an opportunity to confer privately with his steward at the time of notice of discharge or suspension.

(c) All warnings shall be given in writing. Any warning or disciplinary action shall be removed from an employee's record one (1) year from date of issue.

(d) When it is the intention of the Company to suspend or discharge an employee it cannot suspend or discharge such employee until a discussion of the facts has been arranged between a Company representative, Union representative and the employee if he is immediately available unless the cause of the suspension or discharge is serious enough to warrant immediate suspension such as safety, drunkenness, fighting, theft or any other similar serious matter.

In the administration of this article the Union President or his representative will be given reasonable notice of the time of the meeting and advanced information about the subject matter to be discussed.

8.02 Such special grievance may be disposed of by confirming the Management's decision in disciplining or discharging the employee or by reinstating the employee with full seniority and compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitration Board.

8.03 An employee will not be discharged while on approved leave of absence.

ARTICLE IX - UNINTERRUPTED PRODUCTION

9.01 During the Agreement the Union agrees that there will be no strikes or other collective action which will stop or interfere with production and that if any such collective action be taken it will instruct the employees who participate in such collective action to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner. The Company agrees that it will not cause or direct any lockout of employees.

ARTICLE X - SENIORITY

10.01 All the following seniority rights are designed to give each employee such measure of job security and promotional opportunity as is consistent with Section 10.06.

10.02 (a) After two (2) month's continuous employment a new employee shall be entitled to be placed on the Seniority List as at the date of his hiring. Until an employee is so placed on the list, he shall be known as a probationary employee who may not grieve regarding layoff or discharge.

(b) The Company acknowledges that they will not abuse the probationary period whereby the employment of an employee on probation will be terminated and work he was performing be contracted in to outside contractors.

In any such violation, the Company will reinstate such employee with seniority from the date of hire, and compensate the employee for lost earnings less any amount of money received while on layoff from Ferranti-Packard. This payment will only occur if such employee accepts reinstatement.

10.03 As used in this Agreement, the term "Section" shall refer to those specific departments of the plant as described hereunder:

Section A - Transformer

- (i) Distribution & Instrument Assembly
- (ii) Core Fabrication
- (iii) Test
- (iv) Winding
- (v) Power Assembly & Woodworking
- (vi) Painting
- (vii) Encapsulation & Relay
- (viii) Switches & Components

Section B- Tank

- (i) Tank Fabrication & Welding

Section C - General

- (i) Machine Shop & Toolroom
- (ii) Maintenance
- (iii) Inspection
- (iv) Stores

10.04 The Company shall post on the main bulletin boards in each department a list showing the plant seniority date of all employees as of the effective date of this Agreement. These lists shall be revised and posted on April 1st, and October 1st of each year and two (2) copies, including each employee's classification, will be supplied to the President of the Local. An employee's complaint with respect to his position on the Seniority List may be treated as a grievance. Current information on the Seniority Lists will be available to the President of the Local at the Employee Relations office upon request.

10.05 Seniority rights shall cease for any of the following reasons:

- (a) If the employee quits.

(b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure.

(c) More than eighteen (18) consecutive months of layoff for employees with less than three (3) years seniority. More than twenty-four (24) consecutive months of layoff for employees with three (3) years or more seniority.

(d) If an employee fails to report for three (3) consecutive days without informing the Company of the reason for such absence, or fails to make arrangements either by himself or someone on his behalf to secure leave of absence or fails to give a satisfactory reason to the Company for failing to report.

(e) If an employee is laid off and fails to accept recall within forty-eight (48) hours of notification or fails to return to work within seventy-two (72) hours of accepting recall unless the employee submits satisfactory evidence that failure to comply with this section was due to illness or accident. Saturdays, Sundays and plant holidays shall not be counted towards the elapsed time. In such cases where an employee is not able to return to work due to legitimate illness or accident he shall continue to be treated as laid off until such **time** that he is able to return to work except that the period from the recall date to this return to work or another layoff shall not be counted in computing section 10.05 (c).

(f) If an employee overstays a leave of absence granted by the Management in writing and does not secure an extension of such leave unless a satisfactory reason is given. Such decision by the Company may be grieved in accordance with the Grievance Procedure.

(g) On the last day of the month following an employee's sixty-fifth (65th) birthday.

10.06 In promotions, demotions, transfers and recalling laid off employees, the following factors shall govern:

(a) Seniority.

(b) Knowledge, efficiency, physical fitness and ability to perform the normal requirements of the job.

(c) In the event of a dispute between two (2) employees regarding the application of factor(b) above, the senior of the two applicants shall be given up to a two (2) day trial period in which to prove his contention.

The above trial period will commence within ten (10) working days of the filing of the dispute. The trial will consist of a representative assignment of the normal requirements of the job and the employee and the Union will be notified in writing of the results of the trial within three (3) working days, and if denied the job, the reasons for the denial will be given.

(d) Once a layoff or bumping notice has been posted employees will have six (6) working hours from the time of posting of this notice in which to request a two (2) day trial so that the Company can test on a seniority basis.

(e) If an employee elects to refuse a job, based on valid concerns for safety (Occupational Health and Safety Act 1978, etc.), he shall document in writing the specific concern. The employee shall forward such notice to the Company and Union. The employee shall be exempted from this job (and jobs with similar requirements) and loses further claims to such jobs.

(f) An employee who cannot perform the normal requirements of his job for health reasons, substantiated by medical evidence, shall have his status reviewed by the Company and the Union. If a satisfactory job cannot be arranged the affected employee shall exercise seniority in accordance with sections 10.06 and 10.07 of this Agreement.

If any employee is given preferential consideration for medical reasons in acquiring a job, he cannot use the

experience gained on this job at a later date after voluntarily leaving the particular job.

(g) In job postings, recalls or layoffs, employees shall exercise seniority only for job class 7 and below, except in the case of Winders in the Winding Department.

(h) The Company and the Union agree to bumping the following jobs on the basis of seniority and the provisos where attached:

Job Class 8 - **Rotoblastor**

Job Class 9 - Tester "C"
subject to passing test

Job Class 8 - Mechanic "C"
subject to passing **towmotor** test

Job Class 9 - **Gritblastor**

10.07 (a) Where circumstances require a reduction in the working force the following procedure shall be adhered to in accordance with Section **10.06** above.

I In layoffs of one shift or less there shall be no exercise of seniority.

II In layoffs of more than one shift seniority shall be exercised in the following procedure with probationary employees laid off first:

Procedure No. 1

The most junior employee in the affected classification shall be displaced and may exercise seniority first against the most junior employee in the same job class and section, then the next most junior employee in the same job class and section, and so on.

Procedure No. 2

Failing to displace any employees by the application of Procedure No. 1 above an employee may then exercise seniority first against the most junior employee in the same job class on a plant-wide basis, then the next most junior employee in the same job class on a plant-wide basis, and so on.

Procedure No. 3

Failing to displace any employees by the application of Procedure No. 2 above an employee may then exercise seniority against employees in each of the following next lower job class applying first Procedure No. 1, then Procedure No. 2, in that order.

Procedure No. 4

Failing to displace an employee by the application of Procedure No. 3 above an employee may then exercise seniority against the employee with the least seniority on the plant-wide list.

(b) Any employee failing to exercise seniority in accordance with Article 10.07 (a) will apply the "Letter of Understanding" of November 11, 1986. (amended letter Page 67)

(c) Employees with fifteen (15) years or more seniority who cannot bump on the basis of experience during a layoff in accordance with Article 10.07 (a) or 10.07 (b), may bump the most junior employee on the seniority list as a trainee providing the junior employee is working in a labour grade 11 or below and is in the employee's own section and providing 50% of the employees in the job classification remain experienced.

Exceptions are: Machine Shop, Mechanics, Electricians, Test, Spraypainters, Overhead Crane Operators.

III - Recalls of laid off employees will be made in order of plant-wide seniority subject to Section 10.06 above.

(d) An effected employee shall be given three (3) shift's notice of layoff and the Local Union shall receive one (1) week's notice of any general layoff contemplated by the Company. Should the duration of the layoff exceed thirteen (13) weeks the length of layoff notice will be in accordance with the Employment Standards Act.

(e) For the period of taking annual inventory it is agreed that there will be no exercising of seniority. However, it is the Company's intention to utilize the more senior employees wherever feasible.

(f) In temporary displacement from a classification due to shortage of material or short run jobs the Company will continue its practice, where practical, of displacing the least senior employees in the classification within that particular department.

(g) In the event of a layoff within an amalgamated job the least senior employee will be laid off first.

In exercising seniority rights in a layoff an employee from outside an amalgamated job shall bump any employee with less seniority within an amalgamated job whose job function he can perform. It is agreed that all amalgamated jobs consist of two (2) job functions or more.

The employee so displaced will have the right to displace the least senior employee in the amalgamated job.

10.08 (a) Employees moved from the bargaining units to positions outside the bargaining unit shall maintain their original seniority and shall accumulate seniority for one (1) year.

If he has not returned to the bargaining unit within one (1) year, then in future, he shall only return to the bargaining unit with his original seniority.

(b) If the Company should decide to return such employee(s) as described in 10.08 (a) to the bargaining unit they shall so notify the Union. From the date of such notification the affected employee(s) shall, for the period of two (2) months, be eligible to apply for any job vacancies or job postings provided that no employee in the bargaining unit is on layoff who can perform the job.

10.09 Any employee who is recalled from layoff on a temporary basis may only be recalled for up to three (3) weeks unless extended by mutual agreement of the parties.

10.10 An employee recalled from layoff on a temporary basis cannot exercise any right under the two day trial article(s) or apply for any job postings.

ARTICLE XI - FILLING OF JOB VACANCIES

11.00 DEFINITION

A job vacancy is deemed to exist under the following circumstances:

- (I) Creation of a new job classification
- (II) Need for employees in the existing job classifications

(III) Temporary transfers shall be defined as a temporary move from one job classification to another. The Foreman will verbally inform the department steward of transfers of up to eight (8) hours. Transfers in excess of eight (8) hours will be confirmed to the Union in writing. Employee(s) who properly remain in the Company's employ out of seniority will be temporarily transferred to a job mutually agreed upon by the Company and the Union. Employees who are properly retained out of seniority as a result of government legislative layoff notice shall be allowed to be temporary transferred for the period of layoff notice.

(iv) The filling of temporary vacancies in Section 11.04 (a) and 11.05 and the allocating of employees to fill short-run jobs not in the employees' normal job classification shall be considered as temporary transfers. Transfers due to work shortage situations of eight (8) hours or more duration will be considered temporary transfers under Clause 11.04 (a).

11.01 Job vacancies shall be filled in the following manner:

(a) The initial vacancy shall be advertised to all employees in the bargaining unit for a period of two (2) full working days.

(b) If an applicant is successful in (a) above his subsequent job vacancy shall be advertised to all employees in the bargaining unit for a period of one (1) full working day.

(c) If an applicant is successful in (b) above his subsequent job vacancy shall be filled by the assigning of the most senior employee qualified to perform the vacancy who is presently working in an equal or lower wage group within the section wherein the vacancy exists, considering as well the last previously qualified incumbent(s) on such vacancy.

(d) If there are no successful applicants in either (a), (b) or (c) above, the job may be filled by the Company from among other employees or by new hirings.

(e) Should the Company decide to train for this vacancy in (d) above, it shall then be advertised to all employees in the bargaining unit for a further period of one (1) full day. Trainee job postings will be filled on a seniority basis only for all jobs except as outlined in the Collective Agreement, page 60, 61 and 62. Successful applicants under this Section 11.01 (e) or a new hire into a job which requires training shall not be entitled to bid further for a job for a period of six (6) months as of the date of the advertisement or the date of start on the job for a new hire.

(f) In the event that a job vacancy is not filled according to Section 11.01 or because of Section 11.09 within a period of two (2) months of initial posting and should the Company later decide to fill such vacancy it shall be **reposted**.

(g) In all jobs in all departments that have had pendant controlled crane operation added, an employee will not be denied a posting because of lack of previous crane operation. Training and testing will be as per the existing practice with respect to lift truck operator.

ADMINISTRATION PROCEDURES

(a) Under normal conditions, if an employee has previously acquired ability on **85%** of the job functions, he will be considered successful, the exception being that if the **15%** of the job not previously learned occurs in one of the critical functions of the job.

(b) This **85%** criteria is applied only to acceptance of an individual and in no way lessens the requirement that employees know and perform all job functions.

(c) Each successful applicant will be allowed a **familiarization** period when posting to a new job. This **familiarization** period is not to be considered a training period. If training is required the Company shall **repost** for a "trainee".

11.02 In the event of a dispute between the Union and the Company as to the choice of the successful applicant for the job posting, the senior of the two (2) applicants shall be given up to a two (2) day period in which to prove himself and if he fills the requirements of the job satisfactorily he shall remain on the job. If this senior applicant does not fill the job satisfactorily, no further dispute shall exist with respect to this job and the Company will fill the job with their original choice provided he is available and if he is not available then in accordance with Section 10.06.

The above trial period will commence within ten (10) working days of the filing of the dispute, and the trial will consist of a representative assignment of the normal requirements of the job and the employee and the Union will be notified in writing of the results of the trial within three (3) working days, and if denied the job the reasons for the denial will be given.

11.03 Applicants who are unsuccessful shall revert back to their former job and any movement of employees resulting from the applicants being given a chance to prove himself on the job posting shall be considered temporary pending finalization of the vacancy.

11.04 (a) Temporary vacancies of not more than fifteen (15) working days shall be filled by the assigning of the most senior qualified employees from the job classification of the department which would cause the least disruption who wishes to immediately accept this temporary transfer. If no senior qualified employees accept this temporary transfer the most junior qualified employee in the job classification shall be assigned. This fifteen (15) day duration may be extended by mutual agreement between the Company and the Union.

(b) Temporary vacancies in excess of fifteen (15) working days shall be advertised to all employees for one (1) full working day. Upon completion of this temporary duration the successful applicant shall revert back to his former job.

In determining the successful applicant for temporary job postings the following procedure will apply:

1st The most senior employee qualified to perform the temporary vacancy will be selected.

2nd If no qualified applicants apply the job may be filled by the Company from among other qualified employees or a qualified new hire.

3rd Should the Company decide to accept a non-qualified applicant for this temporary job posting the senior applicant will be selected to perform the job.

(c) Nothing herein, however, shall prevent the Company from allocating employees to fill vacancies pending the finalization of the advertising procedure.

(d) An employee temporarily transferred to another job classification will receive either the day rate for this other job classification or his own rate if it is greater.

11.05 It is agreed that jobs which have become vacant due to the absence of an employee will be considered temporary in nature. Upon return of the previous incumbent, he shall be reinstated in his former job and the employees affected shall revert to their previous jobs.

11.06 In determining the successful applicant for any job Section 10.06 shall be the governing factor.

11.07 Application forms will be available at the station where the job application box is located. Application forms must be completed in full and deposited during the stipulated period.

11.08 The name(s) of the successful applicant(s) for the initial job vacancy in 11.01(a) and 11.01(b) above shall be posted within four (4) days of removal of the job posting notice and the successful applicant shall be assigned to such vacancy within a further seven (7) days or paid the day rate which applies to such job unless an extension to these limits has been requested by the Company in writing to the Local Recording Secretary stating a reason.

11.09 If the Company decides not to fill a vacancy they shall notify the Union in writing.

11.10 (a) In the administration of Article 11.09 the Company cannot cancel a job posting in favour of a previous job posting.

(b) All postings for Painters will indicate the "work area" in which the vacancy exists. An existing Painter can apply for a vacancy in another work area by submitting a written memo to the Foreman prior to the job posting.

ARTICLE XII - LEAVE OF ABSENCE

12.01 The Company may grant a leave of absence without pay for a reasonable period to an employee, retroactive or otherwise, for a legitimate reason. The Company shall grant a leave of absence for personal sickness or injury only. In case of a leave of absence for illness or injury of more than three (3) days duration the Company may request the employee to obtain a medical practitioner's certificate which the employee will deliver to the Employee Relations Office within four (4) days of the request unless the employee is prevented from doing so by matters outside his control.

12.02 The maximum amount of time granted an employee for such leaves of absence shall remain flexible and vary with the amount of time the employee has worked for the Company, the nature and extent of the illness or accident, the nature of the personal reasons, etc.

12.03 Seniority will accumulate during authorized leave of absence.

12.04 An employee will be considered to have quit if, without the Company's permission in writing, he takes other employment during a leave of absence.

12.05 Leave of absence without pay for reasonable periods will be granted to employees for the purpose of attending Union Conventions and Conferences providing that:

(a) Company has received seven (7) day's prior notice.

(b) Such leave of absence shall not exceed two (2) weeks per individual at any one time.

(c) Not more than three (3) employees shall be absent at the same time.

(d) Only two (2) employees from a department shall be on leave at any one time.

12.06 An employee will be granted leave of absence without pay of one (1) year to work for the Local or International Union providing that:

(a) Such leave shall be requested in writing by the Union fourteen (14) days prior to the date of absence.

(b) Not more than one (1) employee shall be on such leave at any one time.

(c) Leave does not exceed one (1) year's duration unless a further extension of one (1) year has been requested in writing fourteen (14) days prior to the anniversary date of the leave.

12.07 Upon request by the Local Union to the Employee Relations Office at least forty-eight (48) hours in advance, the Company will grant casual leave of absence for Local Union Business.

12.08 Leave of absence without pay will be granted to female employees upon prior written request because of pregnancy. The employee shall give her employer two (2) weeks notice in writing of the day upon which she intends to commence her leave of absence and furnish her employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

An employee so affected, must, within six (6) weeks following the birth of her child, notify the Company of her

desire to return to work, supplying at the same time a medical report from her doctor indicating that she is physically capable of returning to work. Upon receipt of such notice she will be placed on the recall list for thirty (30) days at which time the Company shall recall her to her former job providing there are no other employees on the recall list who have more seniority and are able to satisfactorily perform such former jobs.

12.09 Employees on leave of absence will receive benefits in accordance with the provisions of Article XXII of this Agreement provided similar employee group benefits are not acquired elsewhere.

ARTICLE XIII -WAGES

13.01 The Company agrees to pay, and the Union agrees to accept, job day rates, etc., set out in Appendix "A" and Letter of Understanding regarding adder rates.

13.02 Learner periods will be as outlined in the job description in increments of 520 hours.

Learner Periods (trainees and/or new employees)

Job Class 1 to 5 inclusive = one increment lower

Job Class 6 to 6 inclusive = two increments lower

Job Class 9 and over = three increments lower

13.03 An employee occupying a learner rated job who at the time of leaving such job is receiving a rate of pay within the learner schedule shall, upon return to such job, receive the rate of pay that he received at the time he left the job and from that point shall progress through the balance of the learner schedule.

13.04 (a) Repair will be work that has been returned to the Company property (usually R.G.O. number) and must receive additional work, replacement of defective parts or an extensive rebuild due to failure. This work will normally be performed in a designated area by "repairmen". However,

when this work is **re-introduced** into the normal production cycle, this work will be paid at the employee's day rate.

(b) Whenever an employee in the Power Assembly Department is transferred to work on a repair job he shall receive two **(2)** job classes higher than his own job classification. This shall not include job(s) which have been reprocessed through the department as normal rework.

13.05 Initially, new or changed jobs will be reviewed between the Union and the Company before implementation. This review not to take longer than one **(1)** week, and if a mutually satisfactory settlement cannot be negotiated, then the following provisions are to apply:

(a) If the job content of a job changes significantly during the life of the Agreement, or if a new job is established, the Company shall set the rate for such new or changed job and shall notify the Union in writing of the particulars within five **(5)** working days.

(b) After a trial period of thirty **(30)** days the Union may, within sixty **(60)** days of the notice from the Company, notify the Company in writing that they wish to negotiate.

(c) If the parties do not agree in negotiations, then the matter may be referred to arbitration in accordance with Section **7.03**, subject to the following:

(i) The chairman shall be a person who is technically competent to deal with the matter.

(ii) There shall be no award for a changed rate or rates where the change is less than enough to move to another established rate but such changes shall be recorded and when an accumulation of such changes satisfy the requirements of this subsection **13.05 (c) (ii)**, the job will be moved to the appropriate rate.

(iii) The Arbitration Board in making an award shall use no criteria other than the classifications and rates in Appendix "A".

(d) Any changed rate for a new job shall be added to Appendix "A" and shall be effective on the date of the change in job content or the establishment of the new job.

13.06 A cost of living allowance will be paid to each employee effective the first pay period following the publishing of the CPI for May 1989 in June 1989. This allowance will be based on the Consumer Price Index (all items - base: 1971 = 100) published by Statistics Canada (hereinafter referred to as the CPI) and will be calculated as follows:

(a) The CPI published for May 1989 shall be compared with the CPI published for February 1989 and effective the pay period immediately following the publication of the May 1989 CPI the allowance shall be one (1) cent per hour worked for each point three two (.32) increase by which the May 1989 CPI exceeds the February 1989 CPI.

(b) Such allowance, if any, shall continue until the publication of the CPI for August 1989 at which time the August 1989 CPI shall be compared with the CPI published for May 1989 and effective the pay period immediately following the publication of the August 1989 CPI, the allowance shall be adjusted by one cent (1) per hour worked for each point three two (.32) increase by which the August 1989 CPI exceeds the May 1989 CPI.

(c) Such allowance, if any, shall continue until the publication of the CPI for November 1989 at which time the November 1989 CPI shall be compared with the CPI published for August 1989 and effective the pay period immediately following the publication of the November 1989 CPI, the allowance shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the November 1989 CPI exceeds the August 1989 CPI. This

shall be the last Cost of Living adjustment for this Collective Agreement.

(d) If there is a decrease in the **CPI** on the basis of the quarter to quarter comparison, the allowance shall be adjusted downward by using the formula mentioned above but an employee's applicable hourly rate shall not be affected by any downward adjustment.

(e) In the event that Statistics Canada does not issue the appropriate **CPI** on or before the beginning of one of the pay periods referred to in (a), (b) or (c) above, any adjustments in the cost of living allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.

(f) No adjustments, retroactive or otherwise, shall be made in the amount of the cost of living allowance due to any revision which may later be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined.

(g) The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly Statistics Canada **CPI** in its present form and calculated on the same basis as the Index published for February 1989, unless otherwise agreed upon by the parties.

(h) The cost of living allowance provided for herein shall be paid only for actual hours worked and shall not be included in computing statutory holiday pay, overtime premium pay, shift premium, call-in pay, reporting pay or other premium or bonus, nor shall it be included in computing vacation pay in excess of the statutory requirements under The Employment Standards Act, R.S.O. 1970.

ARTICLE XIV - HOURS OF WORK

14.01 The standard work week shall consist of forty (40)

hours made up of five (5) eight (8) hour days, Monday through Friday.

14.02 The Company does not guarantee these hours of work or any others but before there is any change in the above schedule of hours, the Company will inform the Union.

14.03 An employee reporting to work at his regular starting time shall be guaranteed four (4) hours of work either in his own department or in whatever department the Company directs him to work, or if the Company has no work for him, four (4) hours at his day rate provided that the following conditions do not apply:

(a) When he has been notified not to report;

(b) When lack of work is due to a labour dispute or to other circumstances beyond the Company's reasonable control;

(c) When an employee returns to work after an absence if the employee has not notified the Company of his intention to return to work or if his return to work is not in accordance with the Company's instructions.

14.04 Should the Company implement a three (3) shift schedule for any area in the plant, those employees required to work a three (3) shift operation will be paid a twenty (20) minute lunch break at their day rate. This article does not include those employees who are working on any continuous operation such as heat runs, etc.

ARTICLE XV - OVERTIME

15.01 All hours worked outside of normal working hours will be paid at the applicable overtime rate provided that the full normal shift is worked. Overtime rates will not apply if the abnormal hours worked are at the Employee's/Union's request agreed to by the Company.

15.02 The Company shall give six (6) hours notice of overtime wherever possible. Where an employee has received at least six (6) hours notice but declines to work the overtime the employee will have his record credited with the overtime hours. If the employee has received less than six (6) hours notice and declines the overtime the employee will not have these overtime hours credited to his record. Opportunities for overtime work shall be equitably distributed among those employees in the classification normally performing the work and such overtime has to be assigned by the Foreman or his designate. A chart will be posted in the Foreman's office which will show the amount of hours worked overtime by each employee.

15.03 (a) The Company shall pay an employee one and one-half (1 1/2) times his regular hourly rate for all hours he is required to work over eight (8) hours a day.

(b) The Company shall pay an employee two (2) times his regular hourly rate for all hours he is required to work over twelve (12) hours a day.

(c) The Company shall pay one and one-half (1 1/2) times his regular hourly rate for up to and including eight (8) hours work performed on Saturdays and two (2) times the regular rate for all work performed after eight (8) hours on Saturdays and for all work performed on Sundays.

(d) The Company shall pay two (2) times his regular hourly rate for all work performed on the holidays set out in Article XIX in addition to the pay provided in Section 19.01.

15.04 Hours worked or paid for or credited should be counted only once in determining whether an employee is entitled to overtime so there shall be no pyramiding or duplication.

ARTICLE XVI - EMERGENCY CALL-IN

16.01 A minimum of four (4) hours pay at straight hourly rate will be paid for all time worked outside of the regular working hours except for overtime hours continuing after a regular shift.

ARTICLE XVII - OFF-SHIFT PREMIUM

17.01 Effective June 8, 1987

Sixty-one cents (61) premium per hour shall be paid for each hour worked on the second shift and ~~seventy-~~one cents (71) premium per hour shall be paid for each hour worked on the third shift. This premium shall be paid only for actual hours worked and no overtime or premiums shall be calculated thereon.

Effective February 21, 1988

Sixty-six cents (66) premium per hour shall be paid for each hour worked on the second shift and ~~seventy-~~six cents (76) premium per hour shall be paid for each hour worked on the third shift. This premium shall be paid only for actual hours worked and no overtime or premiums shall be calculated thereon.

Effective February 26, 1989

Seventy-one cents (71) premium per hour shall be paid for each hour worked on the second shift and ~~eighty-~~one cents (81) premium per hour shall be paid for each hour worked on the third shift. This premium shall be paid only for actual hours worked and no overtime or premiums shall be calculated thereon.

ARTICLE XVIII - REST AND WASH-UP PERIODS

18.01 The Company will schedule a ten (10) minute rest period in each half shift.

18.02 The Company will schedule a five (5) minute wash-up period immediately preceding the ending of each half shift.

ARTICLE XIX - PLANT HOLIDAYS

19.01 Each employee will be paid eight (8) hours pay at straight time for Plant Holidays when not worked provided that the employee completed his regular scheduled shift immediately preceding and succeeding the holidays. Exceptions to this regulation may be made when absence is with the Company's approval. In the administration of this article during the Christmas accumulation of statutory holidays, for each day an employee is absent without Company approval, he shall lose one (1) statutory holiday pay.

19.02 (a) The following Plant Holidays shall be observed:

1st Year - 1987

Good Friday
Victoria Day
Canada Day (June 29/87)
Labour Day
Thanksgiving Day
December 24
Christmas Day
Boxing Day (December 28/87)
December 29
December 30
December 31
New Year's Day (January 1/88)

2nd Year - 1988

Good Friday
Victoria Day
Canada Day
Labour Day

Thanksgiving Day
December 23
Christmas Day (December 26/88)
Boxing Day (December 27/88)
December 28
December 29
December 30
New Year's Day (January 2/89)

3rd Year - 1989

Good Friday
Victoria Day
Canada Day (June 30/89)
Labour Day
Thanksgiving Day
December 22
Christmas Day
Boxing Day
December 27
December 28
December 29
New Year's Day (January 1/90)

(b) If any of the above holidays fall on a **Saturday** the preceding Friday will be observed as the holiday; if any of the above holidays fall on a Sunday the following Monday will be observed as the holiday.

19.03 If one of the above paid holidays occurs during an employee's annual vacation period the employee shall receive in addition to his regular vacation pay the regular pay for such holiday as established in **19.01** above. This shall be in lieu of time off for such holiday unless absence from work is arranged in accordance with the provision in Article XII, Section **12.01** of this Agreement.

ARTICLE XX - VACATIONS WITH PAY

20.01 An employee shall receive vacation with pay on

the following basis:

1987		Vacation Pay as a Percentage of Earnings
Length of Service	Vacation	
Less than 1 year as of June 30th	5 working days	4%
1 year or more but less than 5 years as of June 30th	10 working days	4%
5 years or more but less than 13 years as of Dec. 31st of the current year	15 working days	6%
13 years or more but less than 20 years as of Dec. 31st of the current year	20 working days	8%
20 years or more as of Dec. 31st of the current year	25 working days	10%
30 years or more as of Dec. 31st of the current year	30 working days	12%

1988		Vacation Pay as a Percentage of Earnings
Length of Service	Vacation	
Less than 1 year as of June 30th	5 working days	4%
1 year or more but less than 5 years as of June 30th	10 working days	4%

1 year or more but less than 5 years as of June 30th	10 working days	4%
5 years or more but less than 13 years as of Dec. 31st of the current year	15 working days	6%
13 years or more but less than 20 years as of Dec. 31st of the current year	20 working days	8%
20 years or more as of Dec. 31st of the current year	25 working days	10%
30 years or more as of Dec. 31st of the current year	30 working days	12%

1989

Length of Service	Vacation	Vacation Pay as a Percentage of Earnings
Less than 1 year as of June 30th	5 working days	4%
1 year or more but less than 5 years as of June 30th	10 working days	4%
5 years or more but less than 13 years as of Dec. 31st of the current year	15 working days	6%
13 years or more but less than 20 years as of Dec. 31st of the current year	20 working days	8%

20 years or more as of Dec. 31st of the current year	25 working days	10%
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30 years or more as of Dec. 31st of the current year	30 working days	12%
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20.02 (a) In Section 20.01 "earnings" means gross earnings for the fifty-two (52) week period ending approximately June 30th.

(b) For all that time that an employee is continuously absent through illness or accident for more than one (1) week there shall be added to his earnings for vacation purposes his standard hours for such absence times his hourly rate.

20.03 The plant will shut down for vacation for two (2) full weeks comprising the two (2) weeks centered on Civic Holiday for each year of the current Agreement.

20.04 All or part of any vacation taken other than during the plant shutdown must have the consent of the Company. All vacations must be taken, and must be completed by December 31st of the year in which eligibility is established, unless other arrangements are made with the Company's consent. Employees who remain on duty during the regular plant vacation shutdown will be allowed their vacation time at some time prior to December 31st, by mutual consent.

20.05 (a) The vacation pay cheques will be distributed two (2) working days prior to the plant vacation shutdown.

(b) Any employee who has not taken his vacation or scheduled his vacation by December 31st of the current year will have his vacation scheduled by the Company and must be taken between January and June of the following year.

(c) The vacation pay cheques will only be distributed for that period of vacation that is being taken by an employee. Employees must inform the Employee Relations Department in writing two weeks in advance of their scheduled vacation in order to receive vacation pay prior to leaving for vacation.

ARTICLE XXI - JURY DUTY PAY

21.01 An employee who is called for and reports for jury duty shall be paid the difference between eight (8) hours day rate pay and jury duty fees received for each day of jury duty performed on which the employee would otherwise have been scheduled to work. In order to qualify for jury duty pay the employee shall give the Company prior notice of his jury duty call and present proper evidence as to the jury duty performed.

21.02 An employee who is subpoenaed as a Crown witness shall be paid the difference between his regular day's salary and crown witness fees received for each day of appearance as a crown witness on which the employee would otherwise have been normally scheduled to work. Employees released from crown witness appearance in the forenoon shall report to work in the afternoon and will not be considered on crown witness leave. In order to qualify for crown witness pay, the employee shall immediately give his supervisor a copy of his crown witness subpoena and present proper evidence of the duration of his appearance.

ARTICLE XXII - GENERAL WELFARE AND PENSION PLAN

22.01 (a) During the life of this Agreement the Company agrees to pay the full cost of the present Group Insurance Plan and the present Ontario Health Insurance

Plan. If premium increases during the term of this Collective Agreement the Company will pay the increased premium.

(b) The details of this Group Insurance Plan are more particularly described in "The Plan Booklet" which is supplement to and part of this Agreement.

(c) The parties to this Agreement agree that the Company shall select the Insurance Carrier who shall be responsible for the administration of the Group Insurance Program, and the Union Pension Committee to meet with the Company as necessary to discuss areas of contention regarding the Group Insurance Program.

22.02 The parties to this Agreement agrees that the non-contributory pension plan established July 1966 shall run for a term that is concurrent with the term of this Agreement. The pension plan is written in full in a separate document signed by the parties and a summary of its terms shall appear in a booklet distributed to all employees in the bargaining unit.

ARTICLE XXIII - INJURY ALLOWANCE

23.01 An employee who is injured at work and is unable to continue to work due to the injury shall be paid for the balance of the standard hours of his shift in which the injury was incurred at his day rate.

It is not intended that an employee injured at work and unable to perform any work, be required to remain on the premises doing nothing for the remainder of his shift unless medically desirable. The decision in respect to the above will be made by the Plant Nurse in consultation with a Doctor if necessary.

23.02 An employee who as a result of an accident at

work is scheduled to receive medical treatment on days subsequent to the day of injury shall receive payment for such hours that he is absent from work at his day rate. The Company must receive notice of necessity of such absence prior to the employee leaving for medical treatment.

ARTICLE XXIV - EMPLOYMENT MEDICAL EXAMINATION PAY

24.01 So long as the present arrangements continue for the medical examination of new employees, an employee who is required to have such an examination outside his regular shift will be allowed two (2) hour's pay at his day rate.

ARTICLE XXV - SAFETY AND HEALTH

25.01 (a) The company will continue to make reasonable provisions for the safety and health of the employees during working hours. The Company agrees that only employees qualified to operate the cranes will be allowed to operate overhead or walking 'cranes in the plant.

(b) No employee will be required to work alone where working alone materially affects the health or safety of the employee.

25.02 The Union shall appoint two (2) employees from the bargaining unit to act as members of the Plant Safety Committee.

25.03 Accidents which are expected to involve lost time will be investigated by representatives of Management and the Departmental Union Safety Committee member at the time of the accident where possible. This group will forward their recommendations to Management for their consideration. The Safety Committee will review these matters at their regular monthly meeting.

25.04 The two (2) Union appointees on the Plant Safety Committee shall assist Management by actively participating in the monthly departmental safety tours.

25.05 The Company agrees to pay 50% of the cost of a pair of safety shoes for each employee once every six (6) months if such employee acquires safety shoes.

25.06 The Company will supply the Union Safety Committee with a copy of all Safety Reports.

ARTICLE XXVI - EMPLOYEE INFORMATION

26.01 An employee shall inform his Foreman in writing of his current telephone number (if any) and address.

ARTICLE XXVII - BULLETIN BOARDS AND COMMITTEE RECORDS

27.01 The Company will provide bulletin boards for the Union notices dealing only with Union meetings, elections, recreational, social or other Union activities. All such notices shall be submitted to the Manager of Employee Relations or his representative for approval for posting.

27.02 The Company will provide space for the Union to maintain their private records.

ARTICLE XXVIII - BEREAVEMENT PAY

28.01 In case of bereavement in the immediate family, i.e., mother, father, mother-in-law, father-in-law, brother, sister, husband, wife, children, step-mother, step-father, step-children and legal guardian, an employee shall be given leave of absence for the two (2) days preceding the funeral and the day of the funeral for the purpose of arranging and/or attending the funeral. In case of

bereavement of grandparents, step-sister, step-brother, half sister and half brother, brother-in-law and sister-in-law, an employee shall be given a leave of absence for the day of the funeral. If any of these days fall on a day which the employee would be normally required to work, he shall be paid for them at his day rate. It shall be the employee's responsibility to notify the Employee Relations Department as soon as possible of such bereavement.

ARTICLE XXIX - AUTOMATION AND TECHNOLOGICAL CHANGE

29.01 The Company has the right to adjust all or any of its employees as a result of changes in processes, means of production, machinery or equipment and to make such technical and other changes in its manufacturing methods, processes and means of production, machinery or equipment necessary for efficient operation. In recognition of the impact that such changes may have upon employees and the concern of the parties regarding employees who may be affected, the following will apply:

(a) The Company undertakes to advise the Union as far in advance as feasible of such changes which the Company has decided to introduce which will result in significant and immediate change in the employment status of employees.

(b) The Company agrees to discuss with the Union the effect of such changes on the employment status of such employees and to consider practical ways and means of *minimizing* the adverse effect on employees displaced by such change. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.

ARTICLE XXX - DURATION OF AGREEMENT

30.01 This Agreement shall go into effect February 23,

1987 except that changes from the previous Agreement between the parties shall be effective the start of the first pay period beginning after the **official** notice of ratification unless otherwise specified, and continue in effect until February 22, 1990 and thereafter shall **continue from year to year**, unless **during** a period of ninety (90) to thirty (30) calendar days prior to the expiration date of this Agreement, or any subsequent annual date, either party gives notice to the other party that it desires some change in the Agreement.

30.02 Negotiations shall begin within fifteen (15) days of any such notice.

SIGNED, this 5th day of June 1987 at the City of St. Catharines, Ontario.

FERRANTI-PACKARD TRANSFORMERS LTD.

E.J. Bates
P.G. Racine

UNITED STEELWORKERS OF AMERICA - LOCAL 5788

H. Duffy
W.P. Furminger
J. McAllister
L. Renneboog
M. Renner
O. Urbanovics

APPENDIX "A" - SCHEDULE FOR JOB RATES

Section "A" - Transformer

Job Class		Feb. 23, 1987	Feb. 21, 1988	Feb. 26, 1989
		to Feb. 20, 1988	to Feb. 25, 1989	to Feb. 24, 1990
	COMPONENTS			
18	Lead Hand	15.24	15.87	16.32
14	Fitter/Assembler LTC	14.44	15.07	15.52
12	Plater/Degreaser	14.04	14.67	15.12
10	Moulder/Assembler - includes brazing of bushings	13.64	14.27	14.72
10	Assembler/Bench Includes LTC Sub Assemblies	13.64	14.27	14.72
	POWER ASSEMBLY			
18	Lead Hand	15.24	15.87	16.32
18	Lead Hand (Carpentry)	15.24	15.87	16.32
15	Assembler - Power Operate up to 30 ton pendant crane for own use only.	14.64	15.27	15.72
14	Wireman - Power	14.44	15.07	15.52
14	Tanker - Power	14.44	15.07	15.52
14	Operate up to 90 ton pendant crane Vapour Phase - Operate up to 90 ton pendant crane	14.44	15.07	15.52

Section "A" - Transformer

Job Class		Feb. 23, 1987	Feb. 21, 1988	Feb. 26, 1989
		to Feb. 20, 1988	to Feb. 25, 1989	to Feb. 24, 1990
	POWER ASSEMBLY cont'd			
12	Finisher - Large Power - Operate up to 30 ton pendant crane for own use only and new additional duties.	14.04	14.67	15.12
11	Material Mover/Expeditior	13.84	14.47	14.92
11	Bench Hand (Carpentry)	13.84	14.47	14.92
11	Crane Operator/Slinger	13.84	14.47	14.92
10	(All crane operations interchange, No grandfather) Stacker - Power	13.64	14.27	14.72
	INSTRUMENT ASSEMBLY			
18	Lead Hand	15.24	15.87	16.32
11	Instrument Assembler	13.84	14.47	14.92
10	Material Mover/Expeditior	13.64	14.27	14.72
	PAINING			
18	Lead Hand	15.24	15.87	16.32
12	Paint Coordinator	14.04	14.67	15.12
12	Spraypainter	14.04	14.67	15.12

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No limit on WA. type of construction, type of duty, etc.
The operation of the crane by the Finisher in the Power Bay is for his job only. If it becomes necessary to use the Finisher to perform work of crane operator the Finisher will be temporarily transferred.

Section "A" - Transformer

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Job Class		Feb. 23, 1987 to Feb. 20, 1988	Feb. 21, 1988 to Feb. 25, 1989	Feb. 26, 1989 to Feb. 24, 1990
	WINDING & INSULATION			
18	Lead Hand	15.24	15.87	16.32
18	Lead Hand (Insulation)	15.24	15.87	16.32
16	Winder - Large Power	14.84	15.47	15.92
13	Winder - Small Power	14.24	14.87	15.32
13	Instrument Winder 'A	14.24	14.87	15.32
12	Set Up - Insulation	14.04	14.67	15.12
11	Ratio Tester/Expeditor	13.84	14.47	14.92
11	Coil Processor - Includes Popcorn Machine Cylinder preparation and Wind& helper	13.84	14.47	14.92
10	Strip Winder	13.64	14.27	14.72
7	Instrument Winder 'B	13.04	13.67	14.12
7	Insulation Cutter	13.04	13.67	14.12
	DISTRIBUTION ASSEMBLY			
18	Lead Hand	15.24	15.87	16.32
12	Tanker - Small Power	14.04	14.67	15.12
12	Assembler	14.04	14.67	15.12
11	Material Mover/Expeditor	13.84	14.47	14.92

		Section "A" - Transformer		
		Feb. 23, 1987 to Feb. 20, 1988	Feb. 21, 1988 to Feb. 25, 1989	Feb. 26, 1989 to Feb. 24, 1990
Job Class				
		DISTRIBUTION ASSEMBLY cont'd		
11	Crane Operator/slinger	13.84	14.47	14.92
	All crane operators interchange			
9	Stacker -	13.44	14.07	14.52
	Includes pendant crane for own use			
8	Crater/Finisher	13.24	13.87	14.32
	TEST			
21	Lead Hand	15.84	16.47	16.92
20	Tester Large Power	15.64	16.27	16.72
18	Tester 'A	15.24	15.87	16.32
13	Tester 'B	14.24	14.87	15.32
9	Tester 'C	13.44	14.07	14.52
	CORE FABRICATION			
11	Core Fabricator	13.84	14.47	14.92
13	Miter Core Cutter	14.24	14.87	15.32

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Job Class		Section "B" - Tank		
		Feb. 23, 1987 to Feb. 20, 1988	Feb. 21, 1988 to Feb. 25, 1989	Feb. 26, 1989 to Feb. 24, 1990
	PRESS SHOP			
18	Lead Hand	15.24	15.87	16.32
14	Fab. Centre	14.44	15.07	15.52
12	Set Up - Punch Press	14.04	14.67	15.12
12	Material Mover/Expeditor	14.04	14.67	15.12
12	Material Mover/Expeditor - (Steel Stores) Use fork truck	14.04	14.67	15.12
12	Set Up and Operate - Press Brake	14.04	14.67	15.12
12	Layout and Burner	14.04	14.67	15.12
11	Layout, Set Up and Operate - Radii Drill	13.84	14.47	14.92
9	Set Up and Operate - Cut Off Area and Shears - No Job Division	13.44	14.07	14.52
7	Operator/Helper - Misc. Machines	13.04	13.67	14.12
	POWER TANK FABRICATION			
20	Lead Hand	15.64	16.27	16.72
16	Repair Welder	14.84	15.47	15.92
15	Fitter	14.64	15.27	15.72
15	Welder 'A	14.44	15.07	15.52
12	Material Mover/Expeditor	14.04	14.67	15.12

Section "B" - Tank

Job Class		Feb. 23, 1987 to Feb. 20, 1988	Feb. 21, 1988 to Feb. 25, 1989	Feb. 26, 1989 to Feb. 24, 1990
	POWER TANK FABRICATION cont'd			
11	Crane Operator/Slinger - All crane operators interchange	13.84	14.47	14.92
9	Gritblaster - No Job Division	13.44	14.07	14.52
8	Tank Finisher - No Job Division	13.24	13.87	14.32
	DISTRIBUTION TANK FABRICATION			
20	Lead Hand	15.64	16.27	16.72
14	Welder 'B'	14.24	14.87	15.32
12	Material Mover/Expeditor	14.04	14.67	15.12
9	Tank Finisher	13.44	14.07	14.52
8	Rotoblaster	13.24	13.87	14.32

		Section "C" - General		
Job Class		Feb. 23, 1987 to Feb. 20, 1988	Feb. 21, 1988 to Feb. 25, 1989	Feb. 26, 1989 to Feb. 24, 1990
	TOOLROOM & MACHINE SHOP			
22	Lead Hand	16.04	16.67	17.12
20	Toolmaker 'A	15.64	16.27	16.72
19	Machinist 'A	15.44	16.07	16.52
17	Toolmaker 'B	15.04	15.67	16.12
14	Machinist 'B	14.44	15.07	15.52
7	Machinist 'C	13.04	13.67	14.12
	STORES			
18	Lead Hand	15.24	15.87	16.32
15	Perpetual inventory Clerk	14.64	15.27	15.72
13	Shopper/Receiver	14.24	14.87	15.32
12	Truck Driver	14.04	14.67	15.12
11	Material Mover/Expeditor	13.84	14.47	14.92
	INSPECTION			
18	Inspector Class 'A'	15.24	15.87	16.32
13	Inspector Class 'B'	14.24	14.87	15.32
9	Inspector Class 'C'	13.44	14.07	14.52
	MAINTENANCE			
22	Chief Electrician	16.04	16.67	17.12
22	Chief Mechanic	16.04	16.67	17.12
20	Electrician Refrigeration	15.64	16.27	16.72
19	Electrician 'A'	15.44	16.07	16.52
19	Mechanic 'A'	15.44	16.07	16.52
11	Electrician 'B'	13.84	14.47	14.92
11	Mechanic 'B'	13.84	14.47	14.92
9	Maintenance Helper	13.44	14.07	14.52
8	Mechanic 'C'	13.24	13.87	14.32
7	Electrician 'C'	13.04	13.67	14.12
5	Janitor	12.64	13.27	13.72

WAGE SCALE

Feb. 23, 1987 Feb. 21, 1988 Feb. 26, 1989
to to to
Feb. 20, 1988 Feb. 25, 1989 Feb. 24, 1990

<u>Job Class</u>	<u>Day Rate</u>	<u>Date Rate</u>	<u>Day Rate</u>
1	11.84	12.47	12.92
2	12.04	12.67	13.12
3	12.24	12.87	13.32
4	12.44	13.07	13.52
5	12.64	13.27	13.72
8	12.84	13.47	13.92
7	13.04	13.67	14.12
8	13.24	13.87	14.32
9	13.44	14.07	14.52
10	13.64	14.27	14.72
11	13.84	14.47	14.92
12	14.04	14.67	15.12
13	14.24	14.87	15.32
14	14.44	15.07	15.52
15	14.64	15.27	15.72
16	14.84	15.47	15.92
17	15.04	15.67	16.12
18	15.24	15.87	16.32
19	15.44	16.07	16.52
20	15.64	16.27	16.72
21	15.84	16.47	16.92
22	16.04	16.67	17.12

Definition of Grandfather Clause

Employees presently working on jobs which now are part of an amalgamated job shall continue to work at their normal jobs at their normal work stations provided that the senior employees are trained and remain experienced on the rest of the amalgamated job.

New employees shall be required to perform the whole of the new amalgamated job.

Note:

In any department, if an existing employee selects to exercise the Grandfather Clause and not operate the crane, the employee will get one (1) job class less than the **job class** shown.

APPENDIX "B" - TIME REGULATIONS

1. HOURS

The normal day shift working hours for employees covered in the Agreement are from **7:00 a.m.** to **11:00 a.m.**; **11:30 a.m.** to **3:30 p.m.** Monday through Friday. Afternoon shift - **3:30 p.m.** to **7:30 p.m.**; **8:00 p.m.** to **12:00 midnight**.

2. LATENESS - REGULAR WORKING HOURS

Each time an employee is late over and above the five (5) minutes grace period allowed per week when working regular working hours, he will be **penalized** one-tenth (1/10th) of an hour.

OVERTIME WORKING HOURS

Each time an employee is later over and above the five (5) minutes grace period allowed per week when working overtime working hours, he will be **penalized** one-tenth (1/10th) of an hour.

3. Each employee will be allowed a two (2) minutes grace to clock in on the automated reporting system at the start of their shift and at their lunch break should they leave the plant for lunch.

4. OVERTIME

Employees required to work overtime on a regularly scheduled work day will continue to work straight through at **3:30 p.m.** but will be allowed a **five (5)** minute rest period from **3:30 p.m.** to **3:35 p.m.** This rest period is in addition to the rest periods and wash up times specified in Article XVIII, Sections **18.01** and **18.02** of the Agreement. The factory time bell will ring at **3:25 p.m.**, **3:30 p.m.**, and **3:35 p.m.**

5. When deemed necessary, the Foreman may grant permission when requested for an employee to commence work at **4:00 p.m.** on overtime, but **NO** five (5) minute rest period will be allowed when this condition exists.

APPENDIX "C"

Example of Payment of Union Dues

Gross Pay

Actual Hours x .47 = Union Dues

LETTER OF UNDERSTANDING

- (i) The parties agree that during the term of the present agreement, a training program will be implemented for at least two (2) people. These Trainees are intended to eventually become qualified "Machinists" as defined in Appendix "A" of the Collective Agreement.
- (ii) The parties agree that if the above procedure proves successful and acceptable, the program will be expanded to train employees for other areas (e.g. Mechanics and Electricians as defined in Appendix "A").
- (iii) The parties agree that if the procedure proves successful and acceptable, the program will be expanded to include employees presently classified as Machinists, Mechanics, Electricians, etc., and upgrade their present skill level.
- (iv) The parties agree that the continuation of the program, the number of students, etc., will be determined by the Company. However, direction of the program will be guided by a committee comprised of:
 - 1. One representative of the Union
 - 2. One representative of the Company
 - 3. One representative of the training facility concerned

Each member will have equal voting power in formulating recommendations on the day-to-day administration of the program. As well, this guidance committee will assist the Trainees wherever possible.

- (v) The rates of pay, and similar criteria, will not be the responsibility of the guidance committee, but will be determined and monitored by the Company and Union Negotiating Committee.
- (vi) The Company, upon signing of this agreement by the Union, will post for two (2) Machinist "Trainees". All applicants for this posting will be tested by the training school (HITAC, etc.) and the senior applicant(s), who the school says have the ability and aptitude to successfully complete the full training program, will be selected.
- (vii) Employees involved in the training program, subject to being bumped according to Article 10.07 of the Collective Agreement, must be bumped at their present "competency" level.
- (viii) An employee involved in the training program can only voluntarily leave the program up until the completion of the first "school" term. He then reverts to his previous position as per Article 11.03 of the Collective Agreement. After that period, he shall only be placed on another job by mutual agreement between the Company and the Union.
- (ix) Once an employee is started in the training program, he will not be involuntarily removed except as provided by Article 10.07.
- (x) Trainees will normally start ten (10) labour grade levels below the job classification level. He will progress through each of the labour grades in accordance with his competency level as determined by the school.

- (xi) While in this training course, the Company will provide \$25.00 per week mileage allowance to and from school. Tool allowances will be provided in accordance with department rules. The employee will buy any necessary books which will belong to him.

**LETTER OF UNDERSTANDING
RE: PAINTING**

The following are the procedures agreed to by the Negotiation Committees with respect to Department #4 - Painting:

1. The reference to Painting will remain intact on page 51 of the Collective Agreement. The titles of jobs within this department will be revised to show existing jobs and revised job classes.
2. All Painters will be trained to operate a pendant controlled crane, and no operator will be refused overtime because of a lack of training.
3. All Painters will be classified job class 12 and the job will include operation of a pendant controlled crane.
4. Painters in a specific work area (Power Bay and Warehouse) will share overtime in their respective work area.
5. If an additional Painter is needed to work overtime (in an area other than his own) the Painters from these other areas will be offered this work on a "least overtime" basis. If a Painter refuses overtime, the hours will be calculated "as if worked" when offering future overtime.

6. All new postings for Painters will indicate the "work area" in which the vacancy exists.
7. An existing Painter can post for a vacancy in another "work area".
8. Incumbent Painters' "work areas" will be decided by seniority of the incumbents.
9. If there is a requirement to reduce the number of Painters, the junior Painter in the "work area" concerned will displace the most junior Painter in the department. Then the layoff provisions (Procedure No .1, etc.) will take effect as per the standard layoff procedures.

LETTER OF UNDERSTANDING

The Memorandum of Agreement will form part of this agreement for those areas not expressly covered in this Collective Agreement.

LETTER OF UNDERSTANDING

The call back of employees will be performed by a Recall Committee of two (2) Union members and two (2) Management members whenever required.

LETTER OF UNDERSTANDING

The Company will pay a tool allowance only for replacement of tools for Machinists. The Company will also pay the licence fee for Electricians and Electrician Refrigeration.

LETTER OF UNDERSTANDING

If the Company **computerizes** any present operation or machinery or purchases a new **computerized** machine, then the affected bargaining unit employee(s) will be given the opportunity to be trained to operate the **computerized** equipment.

LETTER OF UNDERSTANDING

For the following classifications listed below there shall be progression from C to **B** to **A** in accordance with the time elements outlined in Article 13.02 providing the employee has been given the opportunity and gained the required experience necessary to progress. Any employee unable to progress shall be removed from the progression job and may grieve according to the grievance procedure.

Inspector Class "A"
Machinist "A"
Toolmaker "A"
Tester "A"
Maintenance Mechanic "A"
Maintenance Electrician "A"

LETTER OF UNDERSTANDING

RE: 30 MVA PROJECT

The plant and offices will be closed a minimum of three (3) weeks from July 26, 1987, to August 15, 1987, and further period from December 24, 1987, to January 9, 1988, to provide the required opportunity to make the necessary machinery moves and department layout changes for this project.

Those employees who have four (4) weeks or more of vacation entitlement may take four (4) weeks of their vacation during the above periods. Those employees who are entitled to three (3) weeks vacation may take the summer break period and may be allowed to use one (1) week of their 1988 vacation entitlement during the Christmas break period. Some employees who are not entitled to three (3) weeks vacation may be considered to assist the Maintenance Department during these periods in accordance with Article 10.06 of our Collective Agreement. Employees should understand that the Company may not be able to schedule their vacation at their desired time due to the demands of production and as a result of the disruption of the scheduled layout change. As well some employees may be required to produce interplant and urgent customer requirements during these shutdown periods, who will be selected according to the senior employee(s) in the classification who normally perform the work.

Production overtime requirements will be paid in accordance with our Collective Agreement but those employees who volunteer to temporarily assist the Maintenance personnel during the various moves will be paid overtime after forty (40) hours for any seven (7) day period.

Any necessary short term layoffs as a result of a department move will be on the basis of Article 10.06 as it applies to those department employees only and not on a plant wide basis.

This agreement is signed without prejudice for a one (1) year duration.

For the Company:

E.J. Bates _____

J.M. Hermans _____

For the Union (U.S.W.A. Local 5788)

H. Duffy _____

W.P. Furminger _____

J. McAllister _____

L. Renneboog _____

LETTER OF UNDERSTANDNG

A person's present adder will be considered as a separate payment and will be reduced by any hourly increases. This adder will be paid monthly and applicable to actual hours worked and vacation earnings but not statutory holidays or overtime premium.

At the end of this contract the Company will buy out the remaining adders from the employee at the rate of **25** cents for each **\$1.00** x **2080** hours providing the employee is still actively at work at this time.

The above only applies to employees currently being paid an adder (list attached).

This adder will be paid regardless of the job that these employees subsequently work at.

LETTER OF UNDERSTANDING

The Company and the Union agree, without prejudice, to the following additions and attached conditions to Article **10.06 (h)** effective immediately until February **22, 1987**, providing that these employees are **recognized** and paid as trainee employees where they do not **fulfill** the requirements of Article **10.07 (a)**.

1. The following job classifications will be bumped on the basis of seniority:
j.c. 9 - Maintenance Helper - providing employee successfully passes a fork truck test.
2. The following job classifications will be bumped on the basis of seniority providing at least **75%** of the employees in the job classification are experienced employees **or where** at least three **(3)** experienced employees are in the classification one **(1)** person

may be bumped on a seniority basis.

j.c. 8 - Crater/Finisher

j.c. 9 - Core Fabricator

j.c. 11 - Stacker (Distribution)

3. The following job classifications will be bumped on the basis of **seniority providing** at least **50%** of the employees in the job classification are experienced employees.
j.c. 8 - Tank Finisher - Power Tank Fabrication #24
j.c. 10 - Stacker - Power Assembly #2
j.c. 12 - Finisher - Power Assembly #2
4. Only one (1) person may bump on the basis of seniority in the following job classifications providing at least **75%** of the employees in the job classification are experienced employees.
j.c. 10 - Assembler - Bench - Distribution Assembly #1
j.c. 10 - Moulder/Assembler - Encapsulation #1
5. Employees who bump in as trainees will not be restricted from posting for other jobs for six (6) months.
6. Overtime will be on an "as required" basis with the Union informed, in advance and a notice posted. The overtime required will never regularly exceed the number of hours in a job **classification** which could result in one (1) or more persons being added.
7. The Union will be notified, in writing, of temporary transfers as they occur.