

# **COLLECTIVE AGREEMENT**

Between:

## **VA TECH FERRANTI-PACKARD TRANSFORMERS LIMITED**

St. Catharines, Ontario  
hereinafter called "the Company",

-AND-

## **UNITED STEELWORKERS OF AMERICA**

### **Local 5788 – SHOP UNION**

Hereinafter called "the Union".

Entered into February 22, 2000

To expire February 25, 2003

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## **ARTICLE I – PURPOSE**

- 1.01 The purpose of this Agreement between the Company and the Union is to establish wages, hours and other working condition 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 supervisor, assistant supervisor, those above the rank of supervisor, 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 exception 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 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, including Lead Hands, within the bargaining unit whose responsibilities are, but not exclusive to, instructing, directing or leading of 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 endeavors 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 amount 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 operated 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 Company premises during working hours, except as permitted by this Agreement or authorized by the Company.
- 5.03 The Company agrees that six (6) Union officers: President, Vice President, Financial Secretary, Recording Secretary, Treasurer 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.
- 5.05 The parties agree to meet quarterly, or as mutually agreed by the parties, to discuss and attempt to resolve issues/problems. The Company will provide the Union's Recording Secretary an agenda for such meetings. The agenda shall be provided two (2) days in advance. The Union will be provided opportunity to submit items for meeting agenda.



## **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. 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.

Stewards shall be permitted to leave their respective sections if permission has been granted by their supervisor, 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 supervisor 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 supervisor 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 supervisor or supervisor 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 eight (8) hours per week. This time off shall be arranged with his

supervisor or supervisor designate and the provision of 6.0 (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 the Supervisor within ten (10) days of the event upon which the grievance is based. The Supervisor shall meet with the employees and his Steward and provide a response within three (3) days of being notified of the issue.

In the absence of a Supervisor, a Company representative shall review the grievance with the employee and his Steward. Any settlement at this step shall not be 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 Supervisor in Step 1 be submitted to the Manager of Employee Relations to be discussed. The Manager of Employee Relations and the Director, Operations or their representative(s), will meet with the Union 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 Grievance 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 3**

If not settled, the grievance will within thirty (30) days be referred to arbitration in accordance with 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 (2) 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 provision 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 endeavor 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 involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decisions 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 the 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. 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 balance of the grievance procedure.
  - (d) Within ten (10) days of its accrual the Local Union may, through the Chief Steward, submit in writing a group grievance affecting more than one (1) employee and the matter shall be dealt with in accordance with Step 1 and the balance of the grievance procedure.
  - (e) 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 2 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.

- (f) 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 three (3) 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

layoff

the list, he shall be known as a probationary employee who may not grieve regarding or discharge.

- (h) 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 the Company. 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 described hereunder:

<b><u>Section A – Transformer</u></b>	<b>Department</b>
(i) Medium Power Assembly	7
(ii) Core Fabrication	10
(iii) Test	8
(iv) Winding	5
(v) Large Power Assembly	2
(vi) Woodworking	7
(vii) Painting	4
(viii) Switches & Components Instrument Assembly	1

**Section B – Tank**

(i) Tank Fabrication & Welding	24
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**Section C – General**

(i) Machine Shop & Toolroom	22
(ii) Maintenance	22
(iii) Inspection	14
(iv) Stores	12

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 1<sup>st</sup>, and October 1<sup>st</sup> of each year and two (2) copies, including each employees 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 Employees 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 two (2) years seniority. Employees with two (2) years or more seniority will retain recall rights for a period equivalent to seniority capped at thirty-six (36) months.
- (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 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 his 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 (65<sup>th</sup>) birthday.

10.06 In promotions, demotion, 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 twenty-four (24) consecutive hours (excluding weekends and Company Paid Holidays) 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) (i) Where two (2) or more jobs are amalgamated and an employee cannot perform the normal requirements of an amalgamated job for health reasons, substantiated by medical evidence provided within three (3) months of the amalgamation of the job, he/she shall have his/her status reviewed by the Company and the Union.

If he/she remains in the part of the job they were able to perform prior to amalgamation they will be red-circled at the rate of the old job.

If he/she is assigned to any or all of the remainder of the amalgamated job, which he/she is able to perform, he/she will receive the rate of pay of the amalgamated job.

If a satisfactory job cannot be arranged the affected employee shall exercise seniority in accordance with Article 10.06 and 10.07 of this Agreement. In this situation the employee will carry their red-circled rate with them.

Three (3) months after the amalgamation of two (2) or more jobs 10.06 (f) (i) will apply.

- (ii) 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 an 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.

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 according to the following Procedure with probationary employees laid off first:

**Step 1**

Employee bumps the most junior employee in the highest classification for which he is qualified.

**Step 2**

Employee who cannot bump into a job through Step 1, may then exercise seniority by bumping the most junior as per Article 10.07 (c).

(b) Employees who cannot bump on the basis of experience during a layoff in accordance with Article 10.07, shall bump the most junior employee on the seniority list as a trainee with the

Following exceptions:

Machinist, Mechanics, Electricians, Testers, Toolmakers, Fitter/Welders, Vapor Phase Operators.

Employees can bump into the following classifications as a trainee on the basis of seniority providing at least 50% of the employees in the following classifications are experienced: Painter, Coil Processor, Tanker, Core Cutter, Fab Centre, Press Brake Operator, Crane/Towmotor Operator, Inspector, Wiremen, Tanker, Components Assembler.

Employees can bump into the following classification as a trainee on the basis of seniority providing at least 75% of the employees in the following classification are experienced: Winders

Employees bumping or posting into an amalgamated job as qualified must have previously performed one of the jobs that was amalgamated.

- (g) The affected employee shall be given three (3) shift's notice of layoff and 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,
- (h) 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.
- (i) 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.

(j) Employees who bump in as trainees will not be restricted from posting for other jobs for six (6) months.

10.08 (a) Employees moved from the bargaining unit or positions outside the bargaining unit shall maintain their original seniority.

(j) 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.

## **ARTICLE XI – FILLING OF JOB VACANCIES**

### 11.00 **Definition**

Agreement 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 supervisor will maintain a written log of all temporary transfers. Employee(s) who properly remain in the Company's employment 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.

### 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 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.
- (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 by new hiring.
- (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, in Letter re: Machinist Trainees. Successful applicants under this Section 11.02 (employee) or a new hire into a job which requires training shall not be entitled to bid further for a job for period of six (6) months as the date of the advertisement or the date on the job for a new hire.
- (f) In the event that a job vacancy is not filled according to Section 11.02 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 re-posted.

- (g) In all jobs in all departments that have had pendant controlled crane operation add, 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.
- (h) In determining the successful applicant for any job, Section 10.06 shall be the governing factor.
- (i) Under normal conditions, if an employee has previously acquired ability on 85% of the job functions, provided his work record substantiates his having worked on a posted job or similar related jobs excluding temporary transfers, 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.
- (j) 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.
- (k) 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 re-post 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.

When the dispute between the Company and the Union arises out of a layoff or job posting, the Union, through the Layoff/Recall Committee, will request a two (2) day trial on the Union's/employee's behalf. In making their decision regarding requests for two (2) day trial, the Layoff/Recall Committee will give special consideration to safety factors as well as the possibility of damage to equipment or materials. (This new paragraph will also apply in the application of 10.06 (c).)

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 assigning the most senior employees capable of performing the work required. The employees will be selected by the Company from the job classification of the department which would cause the least disruption and who wish 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.

- (l) 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:

- 1<sup>st</sup> The most senior employee qualified to perform the temporary vacancy will be selected.
- 2<sup>nd</sup> If no qualified applicants apply the job may be filled by a qualified new hire.
- 3<sup>rd</sup> 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.

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

(n) 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 only 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 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.

11.07 The name(s) of the successful applicant(s) for the initial job vacancy in 11.02 (a) and 11.02 (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.

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

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

(k) 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 supervisor 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 leave 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 schools, 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 (shorter periods may be granted if not unreasonably disruptive to production) 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 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 her 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".

13.02 Learner periods will be as outlined in the job descriptions 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 8 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 Only those units returned from customers that require any type of repair work will apply to this article. Employees in Departments 1,2,3,5,7 and 9 who work on repair will receive two (2) labour grades above the hourly rate normally paid for the work being performed or two (2) labour grades above the employee's normal hourly rate, which ever is greater. No transfers will be required to work on repairs, unless an employee is moved from one job class to another (e.g. Tanker to assembly). When a unit is reintroduced into the normal production cycle, employees will be paid at their regular hourly rate.

13.05 Initially, new or changed jobs will be reviewed between the Union and the Company before implementation. This review is 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 of 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:
  - The Chairman shall be a person who is technically competent to deal with the matter.
  - 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 the subsection 13.05 (c) , the job will be moved to the appropriate rate.
  - 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 (hereinafter referred to a COLA) will be paid to each employee effective the first pay period following the publishing of the CPI for May 1997 in June 1997. The COLA will only be triggered if inflation increases by 2% or more. This trigger applies in each year of the Agreement. The current COLA float of \$0.24 will be continued through the life of the Agreement. This COLA will be based on the Consumer Price Index (all items – base 1971 =100) published by Statistics Canada and will be calculated as follows:

- I The CPI published for November 1999 shall be compared with the CPI published for August 1999 and effective the pay period immediately following the publication of the November 1999, CPI, the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the November 1999 exceeds that of August 1999 CPI.
- II Such COLA, if any, shall continue until the publication of the CPI for February 2000 at which time the February 2000 CPI will be compared with the CPI published for November 1999 and effective the pay period immediately following the publication of the February 2000 CPI the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the February 2000 CPI exceeds that of November 1999
- III Such COLA, if any, shall continue until the publication of the CPI for May 2000 at which time the February 2000 CPI shall be compared with the CPI published for May 2000 and effective the pay period immediately following the publication of May 2000 CPI, the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the May 2000 CPI exceeds the February 2000 CPI.
- IV Such COLA, if any, shall continue until the publication of the CPI for August 2000 at which time the August 2000 CPI shall be compared with the CPI published for May 2000 and effective the pay period immediately following the publication of the August 2000 CPI, the COLA shall be one (1) cent per hour worked for each point three two (.32) increase by which the August 2000 CPI exceeds the May 2000 CPI.

- V Such COLA, if any, shall continue until the publication of the CPI for November 2000 at which time the November 2000 CPI shall be compared with the CPI published for August 2000 and effective the pay period immediately following the publication of the November 2000 CPI, the COLA shall be one (1) cent per hour worked for each point three two (.32) increase by which the November 2000 CPI exceeds the August 2000 CPI.
- VI Such COLA, if any, shall continue until the publication of the CPI for February 2001 which time the February 2001 CPI will be compared with the CPI published for November 2000 and effective the pay period immediately following the publication of the February 2001 CPI the COLA shall be adjusted by on (1) cent per hour worked for each point three two (.32) increase by which the February 2001 CPI exceeds that of November 2000.
- V11 Such COLA, if any, shall continue until the publication of the CPI for May 2001 at which time the May 2001 CPI shall be compared with the CPI published for February 2001 and effective the pay period immediately following the publication of May 2001 CPI, the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the May 2001 CPI exceeds the February 2001 CPI.
- V111 Such COLA if any, shall continue until the publication of the CPI for August 2001 at which time the August 2001 CPI will be compared with the CPI published for May 2001 and effective the pay period immediately following the publication of the August 2001 CPI the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the August 2001 CPI exceeds that of May 2001.
- IX Such COLA, if any, shall continue until the publication of the CPI for November 2001 at which time the November 2001 CPI shall be compared with the CPI published for August 2001 and effective the pay period immediately following the publication of November 2001 CPI, the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the November 2001 CPI exceeds the August 2001 CPI.
- X Such COLA, if any, shall continue until the publication of the CPI for February 2002 at which time the February 2002 CPI will be compared with the CPI published for November 2001 and effective the pay period following the publication of the February 2002 CPI the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the February 2002 CPI exceeds that of November 2001.
- XI Such COLA, if any, shall continue until the publication of the CPI for May 2002 at which time the May 2002 CPI will be compared with the CPI published for February 2002 and effective the pay period immediately following the publication of the May 2002 CPI the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the May 2002 CPI exceeds that of February 2002.
- XII Such COLA, if any, shall continue until the publication of the CPI for August 2002 at which time the August 2002 CPI shall be compared with the CPI published for May 2002 and effective the pay period immediately following the publication of August 2002 CPI, the COLA shall be adjusted by one (1) cent per

hour worked for each point three two (.32) increase by which the August 2002 CPI exceeds the May 2002 CPI.

XIII Such COLA, if any, shall continue until the publication of the CPI for November 2002 at which time the November 2002 CPI shall be compared with the CPI published for August 2002 and effective the pay period immediately following the publication of November 2002 CPI, the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the November 2002 CPI exceeds the August 2001 CPI.

XIV Such COLA, if any, shall continue until the publication of the CPI for February 2003 at which time the February 2003 CPI will be compared with the CPI published for November 2002 and effective the pay period following the publication of the February 2003 CPI the COLA shall be adjusted by one (1) cent per hour worked for each point three two (.32) increase by which the February 2003 CPI exceeds that of November 2002.

- (e) The COLA payments generated in 13.06 (a) will not be folded into the Wage Scale as set out in Schedule "A".
- (f) 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.
- (g) 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 13.06 (a) above, any adjustment 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.
- (h) 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.
- (i) 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.
- (j) 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 discuss with 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 of 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 Union's request agreed to by the Company.

- 15.02 (a) The Company shall give four (4) hours notice of overtime wherever possible. Where an employee has received at least four (4) hours notice but declines to work overtime the employee will have his record credited with the overtime hours. If the employee has received less than four (4) 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 supervisor or his designate. A chart will be posted in the supervisor's office which will show the amount of hours worked overtime by each employee.
- (d) An employee who fails to show up for overtime work after having agreed to do so, will be charged double the hours he was scheduled to work (unless the employee notifies the Company before the end of his last shift that he will not be available to work).
- 15.03 (a) The Company shall pay an employee one and one-half (1 ½) times his regular hourly rate for all hours he is required to work over eight (8) hours a day.
- (e) 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.
- (f) The Company shall pay one and one half (1 ½) 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
- (g) 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.
- 15.05 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.

## **ARTICLE XVI – EMERGENCY CALL-IN**

16.01 A minimum of four (4) hour's 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 May 12, 1997**

Seventy-five cents (75) premium per hour shall be paid for each hour worked on the second shift and eighty-five cents (85) 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) hour's pay at straight time for plant holidays when not worked provided that the employee worked his regular scheduled shift immediately preceding and succeeding the holiday. When employees are late in excess of two (2) hours in reporting to work they may be denied pay for the holidays. Exceptions to the 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:

<u>Holiday</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
New Year's Day		January 1	January 1
Good Friday	April 21	April 13	March 29
Victoria Day	May 22	May 21	May 20
Canada Day	June 30	July 2	July 1
Floater	Sept 1	Aug. 31	Aug. 30
Labour Day	Sept. 4	Sept. 3	Sept. 2
Thanksgiving Day	Oct. 9	Oct. 8	Oct. 14
Christmas Day	Dec. 25	Dec. 25	Dec. 25
Boxing Day	Dec. 26	Dec. 26	Dec. 26
Civic Holiday	Dec. 27	Dec. 24	Dec. 27
Floater	Dec. 28	Dec. 27	Dec. 23
Floater	Dec. 29	Dec. 28	Dec. 24
New Years			Jan. 1, 2003

(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:

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

- 20.02 (a) In Section 20.01 “earnings” means gross earnings for the fifty-two (52) week period ending approximately June 30<sup>th</sup>.
- (b) For all 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. The Company will continue its practice of vacation makeup for a total absence when such continuous absence is for more than one (1) week. Vacation makeup shall not be affected for absences of less than on (1) week.
- 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 31<sup>st</sup> 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 shut down will be allowed their vacation time at some time prior to December 31<sup>st</sup>, 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 31<sup>st</sup> of the current year will have his vacation scheduled by the Company and must be taken between January and June of the following year.  
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 (2) weeks in advance of their scheduled vacation in order to receive vacation pay prior to leaving for vacation. (See Letter of Understanding)

## **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) hour's 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 agree 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 is 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 employee 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 four (4) 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 four (4) Union appointees on the Plant Safety Committee shall assist Management by actively participation 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 the Human Resources Department 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, grandparents, grandchildren, step-mother, step-father, step-children and legal guardian, an employee shall be given three (3) working days. In case of bereavement of step-sister, step-brother, brother-in-law and sister-in-law, an employee shall be given a leave of absence for one (1) working day. He shall be paid for these leaves at his day rate. It shall be the employee's responsibility to notify the Human Resources Department as soon as possible of such bereavement. The bereavement must be taken within five (5) working days of the funeral.

**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 as to 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 her existing jobs will be considered.

## **ARTICLE XXX – DURATION OF AGREEMENT**

- 30.01 This Agreement shall go into effect February 22, 2000 except that changes from the previous Agreement between the parties shall be effective to start of the first pay period beginning after the official notice of ratification unless other wise specified, and continue to effect until February 25, 2003 and thereafter shall continue from year to year, unless during a period ninety (90) to thirty (30) calendar days prior to the expiration date of the Agreement, or any subsequent annual date, either part 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 \_\_11th\_\_ day of \_\_July\_\_ 2000 at this City of St. Catharines, Ontario.

**VA TECH  
Ferranti-Packard  
Transformers Ltd.**

**United Steel Workers  
Of America-Local 5788**

Scott Smith  
V.P., Human Resources

Mark Renner  
President

Richard Atamanyk  
Manager, Human Resources

Leon Renneboog  
Vice President

Jim Poyton  
Production Supervisor,  
Medium Power

Frank Perri  
V.P. Operations

Tim Slade  
Negotiating Committee

Bruno Alfano  
Negotiating Committee

Dave Peabody  
Negotiating Committee

Brian Greenaway  
Staff Representative

## APPENDIX "A" – SCHEDULE FOR JOB RATES

<u>JOB CLASS</u>	<u>DEPT/PSTN</u>	<u>Section A – Transformer</u>			
		<u>FEB 22, 2000</u>	<u>FEB 25, 2001</u> <u>TO</u>	<u>FEB 24, 2002</u> <u>TO</u>	<u>FEB 24, 2003</u>
		<u>FEB 24, 2001</u>	<u>FEB 23, 2002</u>		
<b>COMPONENTS-DEPT #1</b>					
20	Lead Hand		21.53	21.74	22.18
15	Components	20.17	20.37	20.78	
<b>Large Power Assembly #2</b>					
20	Lead Hand		21.53	21.74	22.18
15	Stacker / Assembler Larger Power (operate up to 30 ton Crane for own use)	20.17	20.37	20.78	
14	Wireman	19.89	20.09	20.49	
14	Tanker – large Power(operate up to 90 ton Pendant crane)	19.89	20.09	20.49	
14	Vapour Phase Operator(operate up to 90 ton pendant crane)		19.89	20.09	20.49
12	Finisher-Large Power(operate up to 30 ton Pendant for own use only new add. Duties)		19.47	19.66	20.06

## APPENDIX "A" – SCHEDULE FOR JOB RATES

### Section A – Transformer

<u>JOB CLASS</u>	<u>DEPT/PSTN</u>	<u>FEB 22, 2000</u>	<u>FEB 25, 2001</u> <u>TO</u>	<u>FEB 24, 2002</u> <u>TO</u>
		<u>FEB 24, 2001</u>	<u>FEB 23, 2002</u>	<u>FEB 24, 2003</u>
<b>INSTRUMENT ASSEMBLY DEPT #3</b>				
20	Lead Hand		21.53	21.74
				22.18
11	Instrument Assembler		19.25	19.44
				19.83
10	Material Mover/Expeditor	19.04	19.23	19.61
<b>PAINTING – DEPT #4</b>				
13	Spraypainter	19.68	19.88	20.27
<b>LARGE POWER WINDING – DEPT #5 &amp; INSULATION #11</b>				
20	Lead Hand		21.53	21.74
				22.18
20	Lead Hand(Insulation)	21.53	21.74	22.18
17	Winder	20.71	20.92	21.33
13	Insulation Worker	19.68	19.88	20.27
13	Coil Processor(includes Popcorn Machine cylinder preparation and Winder's helper)	19.69	19.88	20.27

## APPENDIX "A" – SCHEDULE FOR JOB RATES

### Section A – Transformer

<u>JOB CLASS</u>	<u>DEPT/PSTN</u>	<u>FEB 22, 2000</u>	<u>FEB 25, 2001</u>	<u>FEB 24, 2002</u>
			<u>TO</u>	<u>TO</u>
		<u>FEB 24, 2001</u>	<u>FEB 23, 2002</u>	<u>FEB 24, 2003</u>
<b>MEDIUM POWER</b>				
<b>ASSEMBLY-DEPARTMENT #7</b>				
20	Lead Hand		21.53	21.74
14	Stacker / Assembler Medium	19.89	20.09	20.49
13	Tanker-Medium Power	19.68	19.88	20.27
12	Finisher-Medium Power	19.47	19.66	20.06
20	Lead Hand (Carpentry)	21.53	21.74	22.18
11	Bench Hand (Carpentry)	19.25	19.44	19.83
14	Wireman	19.89	20.09	20.49
<b>TEST-DEPARTMENT #8</b>				
22	Lead Hand		22.06	22.28
21	Tester	21.80	22.02	22.46
<b>CORE FABRICATION-DEPT #10</b>				
16	Core Fabricator	20.44	20.64	21.06



## APPENDIX "A" – SCHEDULE FOR JOB RATES

<u>JOB CLASS</u>	<u>DEPT/PSTN</u>	<u>Section B– Tank</u>		
		<u>FEB 22, 2000</u>	<u>FEB 25, 2001</u> <u>TO</u> <u>FEB 23, 2002</u>	<u>FEB 24, 2002</u> <u>TO</u> <u>FEB 24, 2003</u>
<b>PRESS SHOP-DEPARTMENT #23</b>				
20	Lead Hand	21.53	21.74	22.18
14	Fab Center	19.89	20.09	20.49
12	Set-up Punch Press	19.47	19.66	20.06
12	Material Mover/Expeditor	19.47	19.66	20.06
12	Material Mover/Expeditor-steel stores (use fork truck)	19.47	19.66	20.06
12	Set-up and Operate-Press Brake	19.47	19.66	20.06
12	Layout and Burner	19.47	19.66	20.06
11	Layout Set-up and Operate-Radial Drill	19.25	19.44	19.83
9	Set-up and Operate Cut off and Shears(no job division)	18.81	19.00	19.38
7	Operator/Helper-Miscellaneous Machines	18.38	18.56	18.93
<b>TANK FABRICATION-DEPT#24</b>				
20	Lead Hand - press shop	21.53	21.74	22.18
20	Lead Hand - fabrication	21.53	21.74	22.18
17	Fitter/Welder	20.71	20.92	21.33
13	Material Handler(Fabrication Dept.)	19.68	19.88	20.27
16	Material Mover/Expeditor	19.41	19.85	20.44
9	Metal Finisher	18.81	19.00	19.38
12	Set-up Punch Press	19.47	19.66	20.06

## APPENDIX "A" – SCHEDULE FOR JOB RATES

<u>JOB CLASS</u>	<u>DEPT/PSTN</u>	<u>Section C-General</u>		
		<u>FEB 22, 2000</u>	<u>FEB 25, 2001</u> <u>TO</u> <u>FEB 23, 2002</u>	<u>FEB 24, 2002</u> <u>TO</u> <u>FEB 24, 2003</u>
<b>TOOL ROOM &amp; MACHINE SHOP – DEPT #6</b>				
20	Toolmaker	21.53	21.74	22.18
<b>STORES-DEPARTMENT #12</b>				
16	Stores Material Controller	20.44	20.64	21.06
<b>INSPECTION – DEPARTMENT #14</b>				
18	Inspector /Auditor	20.98	21.19	21.61
<b>MAINTENANCE – DEPARTMENT # 22</b>				
23	Chief Electrician	22.34	22.56	23.01
22	Chief Mechanic	22.06	22.28	22.73
20	Electrician/Refrigeration	21.53	21.74	22.18
19	Electrician	21.26	21.47	21.90
19	Mechanic	21.26	21.47	21.90
20	Mechanic / Gas Fitter	21.53	21.74	22.18
9	Maintenance Helper	18.81	19.00	19.38
5	Janitor	17.95	18.13	18.49

## **APPENDIX “B” – TIME REGULATIONS**

### **1. NORMAL WORKING HOURS**

- (a) The normal daily working hours for employees on two (2) shift operations covered by 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.
- (b) The normal working hours for employees for three (3) shift operations are:  
7:00 a.m. to 11:00 a.m.; 11:20 a.m. to 3:00 p.m.;  
3:00 p.m. to 7:00 p.m.  
7:20 p.m. to 11:00 p.m.; 11:00 p.m. to 3:00 a.m.;  
3:20 a.m. to 7:00 a.m. Monday through Friday (with a 20 minute paid lunch).

### **1. WEEKEND WORKING HOURS**

Hours worked on Saturday and Sunday will observe the start times of shifts as set out above.

### **2. OVERTIME**

Employee 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 18.02 of the Agreement. The factory time bell will ring at 3:25 p.m., 3:30 p.m. and 3:35 p.m.

When deemed necessary, the Supervisor 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:  
1.3% of Gross Pay

### SCHEDULE "A" – WAGE SCALE

<u>Job Class</u>	Effective	Effective	Effective
	<u>Feb. 22</u> <u>2000</u>	<u>Feb. 25</u> <u>2001</u>	<u>Feb. 24</u> <u>2002</u>
1	17.08	17.25	17.59
2	17.30	17.47	17.82
3	17.51	17.68	18.03
4	17.72	17.90	18.25
5	17.95	18.13	18.49
6	18.17	18.89	19.27
7	18.38	18.56	18.93
8	18.60	18.84	19.21
9	18.81	19.00	19.38
10	19.04	19.23	19.61
11	19.25	19.44	19.83
12	19.47	19.66	20.06
13	19.68	19.88	20.27
14	19.89	20.09	20.49
15	20.17	20.37	20.78
16	20.44	20.64	21.06
17	20.71	20.92	21.33
18	20.98	21.19	21.61
19	21.26	21.47	21.90

20	21.53	21.74	22.18
21	21.80	22.02	22.46
22	22.06	22.28	22.73
23	22.34	22.56	23.01

## **LETTERS OF UNDERSTANDING**

As a result of the 2000 Memorandum of Agreement, the only Letters of Understanding the Company will recognize are:

1. Painting
2. Memorandum
3. Recall Committee (amended)
4. Tool Allowance (amended)
5. Computerization
6. Automatic Progression
7. Pay Day
8. Vacation Pay
9. Overtime Agreement

### **RE: PAINTING**

(80-02-24, Amended 87-02-23)

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 \_\_\_ 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 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 areas.
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 indicated the "work are" 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 are" 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.

**RE: MEMORANDUM**

(74-02-25)

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

**RE: RECALL COMMITTEE**

(84-02-24), (Amended 90-05-24)

The layoff and recall of employees when required will be performed by a Committee of two (2) Union members and two (2) Management members.

**RE: TOOL ALLOWANCE**

(87-02-23, Amended 90-05-24)

The Company will pay a tool allowance of up to \$50.00 annually only for the replacement of tools for Machinists. The Company will also pay the license fee for Electricians and Electrician Refrigeration.

**RE: COMPUTERIZATION**

(82-02-24)

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.

**RE: PAY DAY**

(93-04-30)

During the term of the renewed Collective Agreement the Company will make pay available to employees for the previous week worked by direct deposit to employee's designated bank accounts at the beginning of banking hours on the Friday following the week worked.

In the event a Paid Holiday occurs in the week following the week worked pay will then be available to employees' designated accounts on the following Monday at the beginning of banking hours.

### **RE: VACATION PAY**

(93-04-30)

The Company will provide vacation pay, at the time of vacation is taken, providing that an approved requisition is submitted at least two (2) weeks prior to the vacation time. Vacation may be requested in minimum increments of one (1) day.

### **RE: OVERTIME PROCEDURE**

The following is the Company procedure regarding the recording and the assigning of overtime to employees.

1. All overtime is to be recorded and assigned in accordance with Article 15.02 of the Collective Agreement.
2. On a continual basis, the Company shall ensure that overtime hours are "equitably distributed among those in the classification normally performing the work". "Equitably" shall be defined as fair and reasonable.

The parties agree that a number of departments have been meeting this definition within reasonably close tolerances and every effort will be made to maintain those same standards.

#### **OVERTIME DIFFERENTIAL**

The parties also recognize that in some areas, for example 3 shift operations, it is more difficult to handle and distribute overtime. In such cases the following guidelines will apply:

The differential for each job classification within a department shall be defined as follows:

Differential: The difference in overtime hours worked and credited between the employee(s) in the job classification within the department with the most hours and the employee(s) in the job classification within the department with the least hours. Allocation of overtime shall be said be "equitably distributed" if the differential in that classification is 24 hours or less.

If the differential exceeds 24 hours:

The supervisor shall advise the employee(s) with the least overtime hours and credits that he is aware of the situation and that the employee(s) shall be offered overtime opportunities as they become available so as to reduce the differential to 24 hours or less.

If the differential exceeds 34 hours:

1. The employee(s) with the most hours shall not be offered overtime opportunities, (except in extraordinary circumstances), until all employees in the job classification within the department have a differential of 12 hours or less.
2. If the employee(s) with the most hours does work overtime and it is agreed between parties that the overtime was not caused by extraordinary circumstances, then an overtime opportunity of equal hours shall be offered within a two week period to the employee(s) with the least hours. In the event of multiple qualifying employees, this opportunity shall be shared equally between them.
3. If an employee is absent from work due to sickness, vacation, leave of absence, (paid or unpaid), or \_\_\_\_\_ for any other reason and overtime has been worked in his job classification within the department, he will be credited for the average of the overtime hours worked and refused by all employees in his job classification within the department during the person's absence, so long as the entire classification has been asked to work.
  - 3a. An absent employee [ as outlined in # 3] will be charged the hours of overtime worked in line with his/her position on the overtime list, when selective overtime is required in a \_\_\_\_\_ classification.
  - 3b Refused overtime hours will not be charged/credited to an employee if the overtime hours are requested prior to the employee's scheduled shift. However, any overtime hours worked prior to the scheduled shift will be charged/credited.
  - 3c Regardless of the number of overtime hours worked, an employee who refuses such overtime will be charged/credited with the maximum of four [4] hours during the week Monday to Friday and eight [8] hours maximum for Saturday and / or Sunday.
  - 3d Overtime hours refused for work that is scheduled on a shift that is different from the weekly scheduled shift of the employee will not be charged/credited to the employee.
  - 3e A "call in" for four hours at straight time will be credited/charged as 2.5 hours for overtime worked.

Work required to be completed on overtime will normally be offered to the employee who is performing the work during regular working hours. Should this lead to an unreasonable distribution within a department, overtime opportunities will be reassigned accordingly.

#### TEMPORARY TRANSFERS AND OVERTIME

When an employee is temporarily transferred to another job classification or another department and works any overtime while on transfer, he shall be credited with the actual overtime hours worked and refused, while on transfer. Should a differential in overtime hours result in his former department from overtime that is worked and refused on a temporary transfer, the employee will have his overtime frozen in his former department as outlined in item 1. However, the two-week period time limit as stated in 2 above, does not apply.



## POSTING TO OTHER JOBS AND OVERTIME

1. When an employee is on a temporary posting to another job classification or department, the following procedure shall apply:
  - I. He shall be credited with the average hours of overtime ( worked and refused )for the new job classification within a department upon entering the new posting.
  - II. He shall be treated as a member of the new job classification within the department so long as he remains in the department insofar as accumulation and equity of overtime is applied.
  - III. He shall be credited with the average number of hours worked and refused in his originating job upon return to that job. This credit shall be added to the number of overtime hours recorded up until the point at which he temporarily posted out of the department or classification.
2. When an employee posts out of the department to another permanent job, the obligation to correct any inequities will cease. In his new job, the employee shall be credited with average amount of overtime ( worked and refused )in the job classification within the department.
3. If an employee posts into a job class as a trainee, he will be considered for overtime on work, which he normally performs. He shall be credited with the average amount of overtime hours ( worked and refused )in his job classification
4. A successful job posting applicant who is unable to be assigned to the job vacancy per clause 11.07 will be eligible to work overtime in the posted job classification after seven days from the day of posted results, if no overtime is available in his current job classification. Should a differential in overtime hours result in his former department from overtime that is worked in the posted job, the employee will have his overtime frozen in his former department as outlined in step 2 and 2(1). However , step 2(11), the two-week period time limit does not apply.

## TERMINATION OF OVERTIME AGREEMENT

Should either party to this agreement, ( Company or the Union ) wish to terminate this agreement, the following procedure will apply.

- I. The party wishing to cancel shall provide written notice of this intention.
- II. The parties shall meet within 14 days of this notice to discuss the situation and work diligently to resolve differences over the arrangement.
- III. If the difference between the parties cannot be resolved in step II above, the Agreement shall terminate thirty (30) days after the meeting in step II