

COLLEC AGREEN

SOURCE	CONF.		
EFF.	95	11	01
TERM.	97	10	31
No. OF EMPLOYEES	389		
NOMBRE D'EMPLOYÉS	SA		

BETWEEN



SCHNEIDER
CANADA
SCHNEIDER CANADA INC.
WATERMAN AVENUE, TORONTO

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
(CEP) AND ITS LOCAL 521**

November 1, 1995 to October 31, 1997

DEC 18 1996

022180.1

TABLE OF CONTENTS

Article	Page Number
1. General Purpose	1
2. <i>Recognition</i>	1
3. Reservation of Management Rights	2
4. Union Security	2
5. No Strikes or Lockouts	4
6. <i>Hours of Work and Overtime</i>	4
7. Seniority	7
7.03 <i>Temporary Lay-off</i>	8
7.04 <i>Lay-off Procedure</i>	9
7.05 <i>Preferential Seniority</i>	11
7.06 Loss of Seniority	11
7.07 Recall Procedure	12
7.08 Portable Seniority	13
7.09 Nonbargaining Unit Employees	13
7.10 Transferred Employees	13
8. Reporting for Work	14
9. Rest and Washup Periods	14
10. Jury Duty	14
11. Death in the Immediate Family	15
12. Plant Holidays	15
13. Leave of Absence	17
13.05 <i>Parental Leave</i>	18
13.06 Leave of Absence for Union Business	18
14. Health and Safety	19
14.06 Eye Protection	20
14.08 <i>Safety Shoes</i>	21
15. Bulletin Boards	21
16. Meetings Between Company and Union	21
17. <i>Vacation with Pay</i>	22
18. Grievance Procedure	23
19. Arbitration	26
20. <i>Discharge Cases</i>	27
21. <i>Shift Premium</i>	28
22. <i>Production Standards</i>	28
23. <i>Benefits</i>	29
24. <i>Wages</i>	31

TABLE OF CONTENTS (Continued)

Article	Page Number
25. <i>Employee Transfers</i>	32
26. Shift Eligibility	33
27. Posting of Vacancies	33
28. Technological Change	35
28.02 <i>Joint Committee</i>	35
28.03 Employees Affected by Technological Change	36
28.04 Displaced Employees	36
29. Severance Provisions	36
30. Termination and Modification	37
Schedule	
A Hourly Rated Employees	38
B Apprenticeship Agreement	41
C Pension Plan.....	43
D EEMAC Training	45
Letters of Understanding	
1. <i>Upgrading of Skilled Trades</i>	46
2. <i>Christmas New Year Shut-down</i>	47
3. <i>Protective Clothing</i>	48
4. Joint Workplace Training Committee Office	49
5. <i>Designated Smoking Area</i>	50
6. <i>Steering Committee</i>	51
7. <i>Training Commitment</i>	52
8. <i>Tool Replacement Policy</i>	54
9. <i>Summer Students</i>	55
10. <i>New Job Evaluation</i>	56
Appendix	
A <i>Manufacturing Areas</i>	57

NOTE: Revisions are displayed in italics.

ARTICLE 1 GENERAL PURPOSE

- 1:01 The purpose of this Agreement is to provide orderly collective bargaining **relations** between **the Company** and the Union representing its employees, and to secure prompt and equitable disposition of grievances and to maintain fair wages, hours and working conditions for employees who are Subject to the provisions of this Agreement.
- 1:02 Where masculine pronouns are used, they shall be construed to mean male and female employees.

ARTICLE 2 RECOGNITION

- 2:01 (a) The Company recognizes the Union during the term of this Agreement as the sole and exclusive bargaining agent for all employees of Schneider Canada Inc. in its Metro Toronto plants, save and except assistant foremen, persons above the rank of assistant foremen, technical, office and sales staff.
- (b) i) The Company agrees that if operations in existence at December 15th, 1993 or any part thereof are moved to a non-union Company location outside Metro Toronto, **but** no further than 50 miles radius from the Waterman plant location: restricted to Canada, the Company will recognize the Union as the bargaining agent for those operations and the Waterman Collective Agreement will apply.
- ii) New operations which are moved into the Waterman Plant after December 15, 1993 which are moved out within five years of start-up are exempt from this provision. *This provision affects successor rights and has no effect on severance pay entitlement.*
- iii) Employees covered by this Agreement who as the direct result of the relocation are to be laid off from the Company will be ad-

vised of available opportunities and have preferential hiring status at the new location and they will retain Company service. Further, those affected employees who elect to move as a result of the relocation, closer to the premise, will be reimbursed for eligible moving expenses to a maximum of \$500.

2:02 The Union agrees to furnish the Company with the names of its duly elected officers and representatives appointed to perform any act in connection with the carrying out of this Agreement and to notify the Company promptly of any changes in the officers or appointed representatives.

2:03 The Company agrees to furnish the Union with a list of names of the supervisory personnel with whom the Union might have transactions in connection with this Agreement, and the Company will keep the list up to date.

ARTICLE 3 RESERVATION OF MANAGEMENT RIGHTS

3:01 Subject only to the specific clauses of this Agreement, nothing shall be deemed to limit the Company in the exercise of its functions under which it shall have among others the exclusive right to select and to hire new employees; to formulate reasonable plant rules, and to discipline, suspend, or discharge for just cause; to transfer or lay-off employees from duty due to lack of work; to assign work to employees; to determine the product to be manufactured, including the means and processes of manufacturing; and to introduce new or improved production methods or facilities.

3:02 The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

ARTICLE 4 UNION SECURITY

4:01 The Company and the Union are agreed that no discrimination, coercion, or undue influence shall be ex-

exercised, or practised upon any employee because he joins and/or remains, or does not join and/or remain a member of the Union.

4:02

The Company further agrees as follows:

- (a) The Company will deduct from the fourth pay in each month an amount equivalent to the monthly Union dues as may from time to time be specified by the CONSTITUTION AND BY-LAWS of the Communications, Energy, and Paperworkers Union of Canada (CEP) from each employee in the bargaining unit after completion of 30 days employment and **remit all monies** so deducted to the Secretary-Treasurer of the National Union within 7 days thereafter, together with a list of the names of all employees from whose pay such deductions were made. In addition, the Company will deduct initiation fees from the applicable pay of each employee in the bargaining unit. The Union agrees to keep the Company harmless from deductions so made.
- (b) That membership in the Union will not be discouraged and all new employees will be advised that the Communications, Energy and Paperworkers Union of Canada (CEP), and its Local 52 I is the certified bargaining agent of the employees at this Company. New employees will be introduced to their respective Steward, at which time they shall be presented with a copy of the current Collective Agreement by the Steward.

4:03

The Union further agrees that there shall be no solicitation of dues or memberships, or any other Union activity excepting as expressly provided herein, on the Company's premises during the working hours.

4:04

Upon written request signed by the Local's Secretary-Treasurer or President, the Company will continue to pay Union Representatives absent from work on a Union Leave of Absence their regular pay. This

request will be submitted as soon as reasonably possible to allow the Company to make any necessary arrangements. The Company will then recover payment for this Union Leave of Absence from the local Secretary-Treasurer by billing the Union on a monthly basis.

ARTICLE 5 NO STRIKES OR LOCKOUTS

5:01 The Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strike, slowdown, or interference with production during the life of this Agreement.

ARTICLE 6 HOURS OF WORK AND OVERTIME

6:01 The normal regularly assigned hours of work shall consist of 40 hours per week, comprised of 5 days of 8 hours per day Monday to Friday inclusive.

- (a) The day or first shift shall mean any shift which starts at 6:00 a.m. and at any later time up to 2:00 p.m..
- (b) The afternoon or second shift shall mean any shift which starts at 2:00 p.m. and at any later time up to 10:00 p.m..
- (c) The night or third shift shall mean any shift which starts at 10:00 p.m., or at any later time up to 6:00 a.m..

6:02 (a) The Company reserves the right to make changes in departmental or plant shift schedules and a meeting will be arranged between the President or Vice President, and Chief Stewards of the Union and Company for discussion prior to any proposed change.

(b) The Company will provide five (5) working days notice of any planned changes in such shift schedules, including cancellation of shifts, unless prevented from doing so by measures be-

pond its control. The Company further agrees that the referred to notice of schedule changes shall be posted not less than forty-eight (48) hours prior to the change.

(c) The normal shift times shall be considered as follows:

FIRST SHIFT 7:00 a.m. to 3:30 p.m. with departmental variations to accommodate the cafeteria.

SECOND SHIFT 3:30 p.m. to 12:00 midnight

THIRD SHIFT 11:30 p.m. to 8:00 a.m. and shall so remain until further notice.

(d) The union wishes to discuss during the term of the agreement the principle of "summer hours". Such discussion if constructive should culminate in a letter of understanding to be ratified by the membership prior to *May 1st, 1996*.

6:03 The Company agrees that employees shall be entitled to a lunch period of not less than one half hour in duration on any shift, and such lunch period shall be without pay.

6:04 The Company agrees that should it require employees to work time in excess of their regularly assigned hours, such employees and their steward will be given 24 hours notice provided the Company had sufficient prior knowledge of the necessity for such overtime. Overtime is on a voluntary basis with the Company retaining the right to fill departmental vacancies with qualified personnel within the bargaining unit.

6:05 All time worked outside the regularly scheduled hours set forth in paragraphs 6:01 and 6:02 shall be paid for at premium rates.

6:06 (a) In accordance with paragraph 6:05 all overtime not exceeding 4 hours on a regular work day and up to 8 hours on Saturday shall be paid for at 1 1/2 times the regular hourly basic rate of pay.

(b) Overtime of more than 4 hours on a regular workday exceeding 8 hours on Saturday, and all time worked on Sunday or on a statutory holiday shall be paid for at twice the employee's hourly basic rate of pay.

6:07 Employees who are called in, outside of their regularly assigned working hours, without prior notification for emergency overtime work will receive a minimum of 4 hours work at their overtime rate, or 4 hours pay at their regular straight time hourly basic rate in lieu thereof.

6:08 It is understood that nothing in the foregoing will be construed as constituting a guarantee of hours of work per day, or per week, or for any other period.

6:09 On request initiated by the Company at least 48 hours prior to the commencement of such work, an employee in the classification Janitor shall report for employment for up to 4 hours on a Saturday or Sunday in any one 7 day period and premium rates shall be paid for such work.

6:10 Opportunities for overtime work shall be equitably distributed among those normally performing the work. Overtime lists shall be maintained by the Department Supervisors and shall be made available to the Departmental Stewards on request. For the purposes of this Article all overtime hours offered and refused will be treated as time worked.

To facilitate the balancing of overtime opportunities to those who do not normally perform the work required the following criteria shall exist;

- i) Those employees who normally perform the work have been asked first.
- ii) Those employees in the department that do not normally perform the work are asked next on the basis of willingness, qualifications and ability.
- iii) Overtime will be offered equitably outside of the department on the basis of willingness, qualifications and ability.

- 6:11 Except in emergency cases, overtime will not be worked on the day a regular or special Union membership meeting is scheduled. This provision shall be waived for the second special membership meeting held in any 30 day period.
- 6:12 The Union will advise the Company at least 24 hours in advance of a regular or special Union membership meeting, and the Company will advise the Union as soon as possible when emergency conditions exist requiring overtime.
- 6:13 An employee who works more than two (2) hours of Overtime without twenty-four (24) hours notice shall receive five (5) dollars supper money paid prior to the overtime being worked. In the case of weekends, notice given on the previous day will constitute twenty-four (24) hours notice.
- 6:14 Although it is recognized that some overtime is necessary, the parties are in agreement that it is more equitable and preferable to re-call laid-off employees rather than work overtime.

ARTICLE 7 SENIORITY

- 7:01 (a) New employees shall attain seniority status under this Agreement upon completion of a probation period of 55 worked days of employment and shall thereafter have their seniority dated back to their date of hire. The right of the Company to dispense with the services of any such employee during this period will not be subject to grievance.
- (b) Where used in the Agreement, seniority shall mean "plant-wide seniority".
- 7:02 Seniority lists shall be provided by the Company on a departmental and plant wide basis. Each list shall contain the employee's name, clock number, labour grade, rate of pay and seniority status per department or plant wide. Such lists shall be posted quarterly, and four copies of each list shall be forwarded to the Union.

i) Departmental Temporary Lay-off

- (a) A temporary lay-off of any employee or employees by the Company for a period of 5 days or less at any time, at the discretion of the Company, may be made within a department, except that no one employee shall be laid off more than 4 times or more than 20 days in any one calendar year. The provisions of this paragraph may only be implemented in cases of power failure, equipment breakdown or shortage of material, however, never in cases of shortage of work.
- (b) A temporary lay-off of 20 days at one time may be applied by mutual agreement of the Company and the Union, and if agreed, affected employees will not be deprived of payment for statutory holidays which may fall within that period.
- (c) For the purpose of conducting a temporary lay-off within a department, the following shall apply:
 - 1. Probationary employees within the department shall be laid off first.
 - 2. Thereafter plan-wide seniority within the department shall apply.
 - 3. In calculation of time lost a lay-off of four hours or less shall equal one day.

ii) Partial Plant Operation

- (a) *A partial plant operation is defined as a situation where the Company declares, at its discretion, that there will be a reduction in the number of manufacturing areas operating for a period of 5 days or less. Two weeks notice will be given to employees and the Union will be advised accordingly.*

It is understood that the number of occurrences or days in 7.03 (i) and (ii) shall not total more than 4 times or exceed 20 days in any one calendar year.

(b) *For the purpose of conducting a partial plant operation, the Company will identify the manufacturing areas which are required to operate, and the following shall apply:*

1. *Probationary employees within the department shall be laid off first.*
2. *Thereafter plant-wide seniority within the department shall apply. Employees retained must be currently a member of the department and*
 - i) *currently in the manufacturing area; or*
 - ii) *previously employed in the manufacturing area; or*
 - iii) *successfully trained in the manufacturing area.*
3. *In calculation of time lost a lay-off of four hours or less shall equal one day.*

(c) *When non-manufacturing employees are required, they shall be retained by plant wide seniority within their department.*

(d) *Manufacturing areas are defined as departments except where the parties have agreed otherwise. For this clause only, the current manufacturing areas and departments are listed in Appendix "A". Should they require a revision, it will be by mutual agreement.*

7:04

i) *Plant Wide Lay-off*

A plant wide lay-off is defined as a layoff other than

- i) *provided for in Article 7.03; or*
- ii) *a surplus situation*

The following shall apply:

1. *The least senior employee(s) shall be laid off first and called back last.*
2. *Employees being laid off shall be given two weeks notice of the lay-off, and the Union will be advised accordingly.*

ii) Surplus Procedure

Surplus is defined as the elimination of a position(s) within a department.

The following shall apply.

- 1. The least senior employee(s) shall be declared surplus first and called back Inst.*
- 2. An employee who has been displaced or declared surplus in his present classification shall be entitled to exercise seniority and obtain alternate employment by using any of the following procedures.*
 - (a) He may displace the least senior employee in a classification where he has been previously employed, and has the necessary qualifications to satisfactorily perform the available work.*
 - (b) He may displace the least senior employee in a classification that he has the skill and ability to perform or has been successfully trained.*
 - (c) When invoking seniority in a) and b) above, the employee will be allowed 10 working days to achieve the job rate as to quantity and quality.*
 - (d) Employees who are declared surplus shall be given two weeks notice and the Union will be advised accordingly.*
 - (e) An employee having been displaced from his classification or department shall have the opportunity to return to his former position without a job posting if the position is re-opened within 24 months.*

iii) Plant Shutdown

Plant Shutdown is defined as a situation where no manufacturing takes place.

Layoffs shall be conducted under the provisions of 7.04 (i).

7:05

Preferential Seniority

In the event of a departmental lay-off or partial plant operation under 7.03, the elected steward of that department and shift shall be the only preferential elected representative retained.

*In the event of a lay-off under 7.04, elected representatives of the Union, not exceeding 17 in number, shall be retained in the employ of the Company, regardless **of** their position on the seniority list, provided that they have the necessary qualifications to satisfactorily perform the available work.*

7:06

Loss of Seniority

The seniority of an employee shall be cancelled and employment terminated for any of the following reasons:

- (a) If the employee quits the employ of the Company.
- (b) If the employee is discharged for *just cause*, and such discharge is not reversed through the grievance procedure.
- (c) After an employee has been laid off in accordance with provisions set out below:

<u>Seniority at</u> <u>Date of Lay-Off</u>	<u>Recall</u> <u>Rights</u>
Less than one year	Equal to length of service
1-5 years	24 months
5 years or more	36 months

- (d) If a laid off employee, on being notified by registered mail or such other means as the Company considers necessary at his last address on record with the Company to report for work, fails within 3 days to communicate with the Company regarding such notice, and subsequent to communicating fails within 8 days of being originally notified to report for work.
- (e) If an employee overstays a granted leave of absence unless he was prevented from reporting to

work due to disabling sickness or accident substantiated by a medical certificate signed by a qualified medical practitioner; *in such case, the employee shall notify the Company within a reasonable period of time.*

- (f) Absent without leave for 3 consecutive working days unless such absence is caused by disabling illness or accident substantiated by a medical certificate signed by a qualified medical practitioner; *in such case, the employee shall notify the Company within a reasonable period of time.*

7:07

Recall Procedure

- (a) In all cases of recall of employees from lay-off, plant-wide seniority shall apply, provided the recalled employee has the necessary qualification to satisfactorily perform the available work. Such recalled employees will be allowed ten (10) working days to achieve the job rate as to quantity and quality.
- (b) When recalling employees, an employee desiring to remain on lay-off must provide the Company with an acceptable reason within 3 working days of being notified by registered mail or such other means as the Company considers necessary at his last address on record with the Company. Seniority shall accumulate in accordance with paragraph 7:06(c).
- (c) An employee having received deferment of his recall to work and later desiring to return must notify the Personnel Department of his intention in which case he shall be eligible for recall.
- (d) An employee having been displaced from his classification or department as a result of a lay-off shall be given the opportunity of returning to the classification or department he was transferred from, provided there is work available and he has the necessary seniority. However, an employee will lose this privilege if there is no op-

portunity to return within 24 months, or if he is offered but declines the opportunity to return.

(e) The Company will supply the Chief Stewards of the Union with a copy of all recall notices.

7:08 Portable Seniority

Employees who have been transferred by the Company from one department to another either as the result of a promotion, demotion, upgrading, downgrading, lack of work, or in the interests of efficiency, shall have their total accumulated seniority credit transferred to the seniority list of the department in which they are then working.

7:09 Non-Bargaining Unit Employees

It shall be the policy of the Company, that Assistant foremen and those above the rank of Assistant foremen shall not be assigned to production work, except in the case of emergency and that work which may be required for the purpose of instruction or experimentation and investigation.

7:10 Transferred Employees

Employees transferred to jobs not covered by this Collective Agreement shall retain their seniority status for a period of six (6) months for purpose of retransfer within the bargaining unit.

7:11

An employee elected or appointed to the position of President, Chief Steward (maximum of two), or Chief Safety Monitor may transfer to the day shift at the next mutually agreeable opportunity, as agreed between the Company and the Union, provided there is work available that the employee can perform. In any event, no employee shall be bumped or laid-off to implement the terms of this section. Should the employee leave the office of President, Chief Steward or Chief Safety Monitor, he shall be returned to his previous shift at the first opportunity unless his seniority and qualifications would dictate otherwise.

ARTICLE 8 REPORTING TO WORK

8:01 Employees reporting for work at the commencement of their regularly assigned shifts, not having been previously notified not to report, shall be provided with 4 hours work or 4 hours straight time pay at their basic rate of pay in lieu thereof, except in cases of fire, flood, electrical failure or similar conditions beyond the control of the Company. It is understood that the employees shall perform any work to which they are assigned.

8:02 It shall be the responsibility of the employees to keep the Company informed of their current address and telephone number on forms provided by the Company. The Recording Secretary of the Union will be provided monthly with a current list of the employees' addresses and telephone numbers (upon request until automated) excepting those individuals who request such information to remain confidential

ARTICLE 9 REST AND WASH UP PERIODS

9:01 The Company will give the employees two 10 minute rest periods each day, one in the morning and one in the afternoon. Two 10 minute rest periods shall apply to all shift workers, and shall come as close to the quarter shift as is practical.

9:02 When overtime is being worked for a scheduled period of 2 hours or more on any one occasion, a 10 minute rest period will be granted to an employee at the end of his regular shift.

9:03 The Company will allow a period of three minutes for the purpose of washing up, immediately prior to the end of each half shift, except that employees working in the Paint Shop will be allowed a period of up to 5 minutes duration for the same purpose.

ARTICLE 10 JURY DUTY

10:01 An employee whose attendance is required for jury duty shall receive from the Company the difference between his pay as a juror and his basic straight time

rate of pay with the Company for such hours as he would otherwise have actually worked with the Company had he not been absent for jury duty purposes.

ARTICLE 11 DEATH IN THE IMMEDIATE FAMILY

11:01 In the event of the death of an employee's spouse, parent or child, the Company will allow the employee a bereavement leave of five consecutive scheduled work days immediately following such death.

In the event of the death of an employee's brother, sister, grandparent, great-grandparent, grandchild, mother-in-law or father-in-law, the Company will allow the employee a bereavement leave of three consecutive scheduled work days immediately following such death.

In the event of the death of an employee's son-in-law or daughter-in-law, the Company will allow the employee a bereavement leave of one work day immediately following such death.

11:02 The Company will pay the employee for the leave of absence mentioned in 11:01 for scheduled hours he **would** have normally worked at his basic hourly rate. An employee will not be eligible to receive payments under this agreement for any period in which he is receiving other payments in the form of disability benefits, or Workers' Compensation.

ARTICLE 12 PLANT HOLIDAYS

12:01 (a) The following days shall be observed as plant holidays;

- | | |
|----------------|---------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Christmas Eve |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | New Year's Eve |
| Labour Day | 2 Floating Holidays |

(b) Where the above falls on Saturday or Sunday, Monday will be observed as a holiday, except

that in the case of Christmas 1996 and 1997 the close down will be in accordance with Letter of Understanding No.2.

(c) Heritage Day if legislated during the course of this Agreement.

12:02 Employees who have acquired seniority standing and are not required to work on any of the above named holidays shall be paid for such holiday on the basis of their regular straight time hourly basic rate for their regularly assigned daily hours. A penalty of one days pay will be applied if the employee does not work on his or her regular scheduled shift on the working day immediately following the statutory holiday being observed. However, payment will be made if absence is caused by:

1. Verified sickness or accident occurring within 2 weeks prior to and ending 2 weeks after the statutory holiday in question.
2. Death in the immediate family as per ARTICLE 11 of Collective Agreement.
3. Permanent lay-off not exceeding one week's duration.
4. Approved personal leave not exceeding 5 working days.
5. Leave of absence for Union business not exceeding 10 working days.
6. Jury Duty. Verified on request.
7. Lay-off occurring during the payroll period in which the holiday occurs.

12:03 If any of the holidays listed herein occurs during the vacation period of an employee, that employee shall be entitled to an extra day of vacation with pay or pay in lieu thereof.

12:04 Employees who are required to work on any of the plant holidays shall receive 2 times their regular

straight time hourly basic rate for all hours worked in addition to any holiday pay to which they are otherwise entitled.

ARTICLE 13 LEAVE OF ABSENCE

- 13:01 The Company may grant leave of absence without pay to employees for legitimate personal reasons, providing the request is made within 3 months of the commencement of the leave unless prevented from doing so for reasons beyond their control. All requests for, and approval of leave of absence shall be in writing. Approval or rejection shall be given within 10 working days of the application.
- 13:02 Where long term commitments must be made, consideration will be given to granting a leave of absence earlier than the 3 months. Misuse of a leave of absence shall be considered as "Absence Without Leave" and subject to disciplinary action.
- 13:03 (a) An employee with established seniority and who shall be found and certified by a licensed physician to be unable to perform his regularly assigned duties with the Company because of disabling sickness or injury shall receive a leave of absence.
- (b) Seniority shall accumulate while such condition continues up to a period equal to his service, but in no case will this period exceed 36 months. After 24 months all benefit premiums will cease to be paid by the Company.
- (c) Under the above circumstances the Company cannot guarantee re-employment in the employee's previous classification unless there is an employee with less seniority within the classification.
- 13:04 In the case of injuries covered under "The Workers' Compensation Act" seniority shall accumulate for the total period of leave.

Parental Leave

The provisions in the Employment Standards Act shall apply in situations of pregnancy leave, parental leave and adoption leave.

Maternity Leave of absence shall be granted to employees subject to the following conditions:

- (a) The employee must have completed her probationary period at the commencement of such leave.
- (b) The employee shall report her pregnancy within 4 months after conception and accept a leave of absence of not more than 8 months.
- (c) Such leave of absence shall begin at a time determined by the family physician, but in no event, later than 3 months before the expected birth and end not more than 5 months after the birth.
- (d) The employee shall state her intention to return to work and make formal application for leave of absence on forms provided by the Company. The employee will be restored to employment on advice of the family physician. In no case shall the employee resume work within 8 weeks following the date of birth. An employee shall accumulate seniority during such leave.
- (e) Paternity leave of absence without pay will be granted for a maximum duration of twenty working days commencing with release of the spouse from hospital. In these instances, the employee will give as much notice as is reasonably possible.

Leave of Absence for Union Business

Any one employee elected or appointed to devote full time to the business of the Union may, upon the Union making application in writing, receive a leave of absence not exceeding 12 months with accrued seniority but without pay to attend to such business. Such leave of absence may be extended by mutual agreement.

13:07 Leave of absence will be granted without pay, to employees selected by the Union to attend Union conventions or conferences. Such leave will be restricted to a total of 4 employees at one time and a maximum of 3 from one department.

ARTICLE 14 HEALTH AND SAFETY

14:01 The Company shall continue to provide and maintain sanitary conditions in the plant and proper safety devices to ensure the continued health and welfare of the employees.

14:02 The Union agrees to use its influence within the bargaining unit to have employees make proper use of the safety devices provided and to abide by the Company's safety and sanitation rules.

14:03 The Company agrees that it will continue to provide without cost to the employees such special equipment or special clothing as the Company considers necessary, except that such equipment and clothing shall not include that which employees are expected to provide for themselves such as safety shoes. Smocks, coveralls, and overalls will continue to be equally shared in cost by the Company and the employees.

14:04 In the case of employees sustaining injury at work or becoming affected by an occupational disease or illness, as defined by The Workers' Compensation Board, during the course of their employment and being physically handicapped as a result thereof, the Company agrees that it will make every effort to place such employees in suitable jobs subject to the provisions of this Agreement, and will confer with the Union if requested.

14:05 The parties recognize the need for a Safety Committee to maintain and monitor health and safety conditions in the plant. The committee will consist of four (4) employees selected by the Union and four selected by the Company. The committee will meet monthly to review any pending or potential safety

hazards and conduct a plant tour. Each monthly meeting will be chaired on a rotational basis. Minutes of each monthly safety meeting will be maintained as a permanent record and used to identify problems requiring management's action. Safety committee members will be paid 25 cents per hour above their base rate during their term.

14:06

Eye Protection

- (a) Eye protection is compulsory in all plant departments. All machines, equipment, and processes where eye protection is required will be clearly marked with appropriate signs.
- (b) Eye protection will be supplied by the Company at their expense for all work stations requiring eye protection.
- (c) Careless damage or loss of eye protection equipment will be replaced by the Company at the employee's expense.
- (d) Defective or damaged safety glasses due to normal use will be replaced by the Company at their expense.
- (e) All worn or damaged safety glasses must be turned in to the respective supervisors who will arrange for replacement.
- (f) Failure to comply with this safety rule will result in disciplinary action.

14:07

- (a) Eye protection is compulsory in the Tool Room, Maintenance Department, Moulding Room, Paint Shop, Set-up (Assembly), Set-up (Stablok), Plating Room, and for the classifications of Set-up man, Set-up and Operator (M/S), Spot Welder and Arc Welder in the Metal Shop. Employees in the above departments who are required to wear continuous eye protection will receive an eye examination every 2 years. Eye examinations will be done by a qualified Optometrist. The employee will arrange for his own eye examination on his own

time. The cost of the eye examination will be covered by the employee's OHIP registration card. On receipt of the prescription the Company will process the purchase order. The Company will also process replacement glasses no sooner than one year from the last date of purchase, when such replacement is, as a result of required corrective change in the prescription. Arrangements will be made with the supplier to provide a wider selection of frames.

14:08 Safety Shoes

- (a) *Upon successful completion of their probationary period, employees will be reimbursed up to a maximum of \$78.00 for the initial pair of safety shoes. Effective November 1st, 1994, reimbursement will be \$84.00.*
- (b) *The Company will subsidize any employee purchase of safety shoes up to a maximum of \$7.00 per month from the date of last purchase.*

ARTICLE 15 BULLETIN BOARDS

15:01 The Union shall have the right to post notices on the 2 bulletin boards provided by the Company for that purpose, providing such notices are signed by a proper officer of the Union and have been approved for posting by an official of the Company prior to being posted.

ARTICLE 16 MEETINGS BETWEEN COMPANY AND UNION

16:01 It is agreed that in any meeting between the Company and the Union, either in connection with negotiations, the settlement of grievances, or safety and health, where it would be deemed necessary or helpful, a National Representative of the Union shall be present at the request of either party.

16:02 The Company further agrees that passes shall be issued to permit an accredited Union representative to enter the plant for the purpose of ascertaining

whether or not this Agreement is being observed by both parties, or for assisting in the settlement of grievances, provided such representatives are accompanied through the plant by a representative of the Management and with the understanding that this will not interfere with the operation of the plant.

16.03 Employees who are absent from work for any reason will be permitted restricted access to the plant for union related matters subject to prior approval being granted by the Personnel Department.

ARTICLE 17 VACATION WITH PAY

17:01 All employees on the active payroll of the Company as of June 30th in any year shall receive vacation with pay on the following basis:

- (a) Employees who have completed less than one year's active service with the Company as of June 30th, shall receive vacations with pay in accordance with the Employment Standards Act.
- (b) Employees who have one or more years, but less than 4 years of active service with the Company as of June 30th, shall receive 2 weeks vacation with pay calculated on the basis of 4%.
- (c) Employees who have completed 4 years of active service with the Company as of June 30th, shall receive 3 weeks vacation with pay, calculated on the basis of 6%.
- (d) Employees whose anniversary date falls after January 1st of any year, **and** who have completed 11 years of active service with the Company as of January 1st of any year shall receive 4 weeks of vacation with pay, calculated on the basis of 8%.
- (e) Employees whose anniversary date falls after January 1st, of any year, and who have completed 20 years or more of active service with the Company shall receive 5 weeks of vacation with pay, calculated on the basis of 10%.

(f) Employees whose anniversary date falls after January 1st, of any year, and who have completed 30 years or more of active service with the Company shall receive 6 weeks of vacation with pay, calculated on the basis of 12%.

17:02 In the event that an employee terminates his employment for any reason, he shall receive any vacation pay owed in accordance with ARTICLE 17:01.

17:03 In computing vacation eligibility lay-offs as defined under 7:03 plus a 20 working day period shall not affect the calculation of active service.

17:04 For the purpose of calculating vacation pay, all overtime earnings, shift premium, cost of living, statutory holiday and vacation pay shall be included in total earnings of employees for work performed between July 1st of the previous year and June 30th of the current year.

17:05 i) *Vacation Shutdown (if declared) shall apply within the months of July or August to a maximum of 3 weeks; the provisions of 7:03(ii) will not apply.*

ii) Vacations which are in excess of the normal shutdown may be taken commencing the first week of January and up to the last scheduled work week of December, for vacations accrued in that calendar year.

ARTICLE 18 GRIEVANCE PROCEDURE

18.01 It is the mutual desire of the parties hereto that complaints of employees and grievances by either party hereto shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his foreman or supervisor an opportunity to adjust his complaints. *If an employee has any complaint or question which he wishes to discuss with the Company, he shall first take the matter up with his immediate foreman or supervi-*

sor. If the employee so desires, he may have his department steward with him to assist in his presentation.

18:02 It is mutually agreed that the Union may elect or otherwise appoint not more than 7 department stewards and 2 Chief Stewards for the purpose of assisting employees in the presentation of their grievances. It is further mutually agreed that the number of department stewards may be increased or decreased by mutual consent of the parties.

18:03 An aggrieved employee may be present at any step of the grievance procedure if his presence is requested by either party. It is understood and agreed that the Grievance Committee shall have the right at the convenience of Management to inspect a job or condition which is the subject of a grievance, within one working day of such request. A steward shall only represent grievors in his own department except when he is absent, then the Chief Steward may act in his place.

18:04 If the complaint of an employee is not settled to the satisfaction of the employee concerned and/or the Union within one working day or within such longer periods as may be mutually agreed upon at the time, then the following steps of the grievance procedure may be invoked in order.

Step 1: The grievance shall be reduced to writing and shall be presented to the foreman or supervisor within 5 working days from the date of its alleged occurrence, or from the date the employee ought to have first become aware of its alleged occurrence. After such discussion as is necessary, the foreman shall within 2 working days state his decision in writing.

Step 2: If the decision of the foreman or supervisor is not satisfactory, the department or Chief Steward shall within 2 working days present

the grievance to the Department Manager. The Department Manager will meet with the Chief Steward and the Department Steward within 2 working days to discuss the grievance and will give his decision in writing to the Chief Steward within 2 working days after the meeting has been held.

Step 3: Failing satisfactory settlement of the grievance at Step 2 the Chairman of the Grievance Committee shall within 5 working days of receipt of the Department Manager's decision present the grievance to the Manager of Human Resources or his designate. A meeting between the Grievance Committee made up of not more than four members and management representatives will be held within a further two working days. The written answer of Management shall be rendered within 5 working days following the conclusion of such meeting.

18:05 A steward or appropriate Union representative shall be permitted to leave his regular duties during his working hours and when on the premises of the Company for the time necessary to assist an employee in the processing of his grievance, providing specific time is worked out with his immediate foreman or supervisor. It is understood that time so spent shall be kept to a minimum and such permission shall not be unreasonably withheld.

18:06 Failure of the Company or the Union to reply within the time limits set out in the grievance procedures shall mean that the grievance is allowed or abandoned. However, when in the opinion of either the Company or the Union, a satisfactory disposition of a grievance would be facilitated thereby, the time limits may be extended by mutual consent.

18:07 A Policy Grievance is defined and limited to one which alleges incorrect interpretation or administration of the Collective Agreement, or which may affect the collective interest of the bargaining unit.

- 18:08 A Policy Grievance may be filed by the Company or the Union. If filed by the Union, it shall be presented in writing and signed by the Local President or Chief Steward, to the Department Manager. All such grievances shall be processed in accordance with Step 3 of ARTICLE 18:04 of the Agreement.
- 18:09 When a complaint is common to more than one employee, a spokesperson for the group may present it in accordance with 18.01. If it is not resolved at this level a Group Grievance may be filed in accordance with Article 18. Such a grievance will identify all employees who are party to the grievance and be signed by their spokesperson together with the local president or a chief steward. The aggrieved group will be represented by the spokesperson together with the local president or chief steward.

ARTICLE 19 ARBITRATION

- 19:01 The request for arbitration must be made within 30 working days after the Company has given its answer under Step 3 in writing to the Union.
- 19:02 The party requesting arbitration shall do so in writing addressed to the other party, and at the same time appoint an arbitrator. Within 5 working days thereafter, the other party shall appoint an arbitrator and the 2 arbitrators so appointed shall endeavour to settle the matter or agree upon a third party as Chairman. If the 2 arbitrators are unable to agree upon a Chairman, then either party may request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman. Each of the parties hereto will bear the expenses of their own arbitrator and will jointly bear the expenses of the Chairman.
- Notwithstanding the previous tripartite board of arbitration, the Union may elect to utilize a single arbitrator to resolve any disputed grievance. If the Union elects to utilize such a procedure, they will advise the Company of their intention and bring forward their suggested names. The Company will ad-

visé the Union whether any of their suggested names are acceptable and if not acceptable will bring forward their suggested names of Arbitrators. If neither party can agree then either party may request the Minister of Labour for the Province of Ontario to appoint an impartial Arbitrator.

If a single arbitrator process is used then automatically the language in 19:03 through to 19:06 inclusive is changed to reflect a single arbitrator.

19:03 The Arbitration Board appointed as above shall not have authority or jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions inconsistent with the terms and provisions of this Agreement.

19:04 It is the desire of the Company and the Union that the Board should meet within 7 days after the appointment of the Chairman.

19:05 The decision of the majority of the Board shall be the decision of the Board, and, if there is no majority, the decision of the Chairman shall govern, and shall be final and binding on the parties.

19:06 By mutual agreement of the arbitrators, the periods of time stated hereto may be extended.

ARTICLE 20 DISCHARGE CASES

20:01 A claim by an employee other than a probationary employee that he has been unjustly discharged, or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Department Manager of the Company within 4 working days after the employee has been discharged or suspended by the Company, and all previous steps of the Grievance Procedure prior to Step 3 shall be omitted in such cases. Employees upon being discharged shall have the right to an interview with their Union Steward or the Chief Steward before leaving the premises if such interview is requested. It is also understood that the

Union Steward of the employee concerned will be provided with the reasons for dismissal in writing at that time.

20:02 Such special grievance shall be settled by confirming the Company's action in suspending or dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable, in the opinion of the conferring parties, and if necessary the Board of Arbitration.

20:03 A terminated employee shall receive their *Record of Employment form and all outstanding monies within one week of termination.*

20:04 In any case where a period of 12 calendar months has elapsed since an employee last received a written warning all previous written warnings will be removed from the employee's record and cancelled, on an as required basis.

ARTICLE 21 SHIFT PREMIUM

21:01 A shift premium of 55 cents per hour will be paid to all hourly rated employees working on all shifts other than day shift. *Effective November 1st, 1996, the shift premium will increase to 65 cents per hour.*

ARTICLE 22 PRODUCTION STANDARDS

22:01 *Production standards shall be fair and equitable, and shall be set up on the basis of normal working conditions, quality of workmanship, and to normal capacity of normal experienced operators.*

22:02 In the event employee(s) are disciplined, by either written warnings, suspension, demotion or discharge the employee(s) involved may challenge, through the Grievance Procedure, not only the discipline involved, but also the production standards involved.

22:03 If such a grievance(s) is initiated, it will be processed commencing with Step 2 of the Grievance Procedure contained in ARTICLE 18 of this Agreement.

ARTICLE 23 BENEFITS

23:01 The parties agree that the Insurance Welfare Program, the terms of which are contained in this agreement shall be maintained during the term of this agreement.

(a) Weekly Indemnity -The amount of weekly benefit shall be the equivalent of 66-2/3% of the individual's weekly pay payable on the first day of the accident or hospitalization (includes outpatient surgery) and 4th day of illness, for not more than 26 weeks during any one continuous period of disability. The Union will waive any rebate entitlement under U.I.C. registration of this plan, in lieu of improved benefits. For the purposes of establishing the above weekly pay levels, the basic hourly rate plus the applicable Cost of Living times 40 hours will be used.

(b) Major Medical and Life Insurance Plan presently in effect will be maintained for the duration of the contract.

(c) Life Insurance, Accidental Death and Dismemberment --Effective February 12, 1996 — \$35,000 / 35,000

The cost of life insurance will be 100% paid by the Company.

23:02 In the event that during the term of this agreement it becomes necessary to make changes in the carrier or carriers, the Union shall be advised 30 days prior to such implementation.

23:03 The Company agrees to pay: —

(a) 100% of the premium for *legislated hospitalization plan*.

- (b) 100% of the premium for Mutual Group Insurance Plan covering extended health care and weekly disability benefits covered by this agreement.
- (c) 100% of the premium for a Basic Dental Plan with the following features: —
 - The equivalent of Blue Cross Rider 1 (endodontic & periodontic)*
 - \$25 / 50 single/family deductible
 - 80 % / 20% Co-insurance
 - Current ODA Fee Schedule.
- (d) Effective, November 1st, 1994, 100% of the premium for Vision Care which provides up to \$100 every two year towards prescription glasses.

23:04

In the event that the Government of Canada, or the Government of the Province of Ontario should enact legislation which affects the benefits of the employee's Hospitalization and Insurance Plan, the parties hereto shall meet to negotiate any changes required to maintain the benefits in the employees' Hospitalization and Insurance Plan, in effect, on the date of signing of this Agreement. Such meeting shall take place not later than 30 days subsequent to the enacting of the Legislation. It is further and specifically agreed, that should said amendments or modifications have the effect to reduce the cost to the Company, the Company agrees that all monies equivalent to said reduction in cost, shall be credited to the Hospitalization and Insurance Plan, for the purpose of adding benefits to the plans, equivalent to said reduction in cost.

23:05

It is understood that the administration of the Hospitalization and Insurance Plans are subject to the terms and conditions of the Insurance Policy which will be provided to the Union. In addition the Company will supply to each employee a booklet containing a list of benefits and the salient points of the policy.

It is agreed by the parties that the plans shall not be subject to any arbitration procedure.

ARTICLE 24 WAGES

- 24:01 The parties are agreed that for the duration of this Agreement the wage rates in effect shall be those which are set out in Schedules "A" and "B" covering starting rates, Labour Grades, Wage Rates, and Pay Equity Adjustments, which is attached hereto and forms a part of this Collective Agreement.
- 24:02 *Period November 1, 1995 to October 31, 1996*
The Union and Company agree that, effective the first day of the month following the month the CPI reaches 102.5% of the October, 1995 CPI and revised the first day of each subsequent month, employees will be paid a cost of living allowance. The last cost of living allowance adjustment in the first year will be with the publishing of the CPI for the month of *September 1996*.
Period November 1, 1996 to October 31, 1997
The Union and Company agree that, effective the first day of the month following the month the CPI reaches 102% of the *October 1996* CPI and revised the first day of each subsequent month, employees will be paid a cost of living allowance. The last cost of living allowance adjustment in the second year will be with the publishing of the CPI for the month of *September 1997*.
- 24:03 The allowance referred to in 24:02 above will be paid as soon as reasonably can be expected after the publishing of the relevant CPI.
- 24:04 The cost of living allowance shall be calculated using the formula that yields one cent per hour for each full 0.35 increase in the CPI (1986 = 100) over the triggered CPI referred to in paragraph 24:02. Any allowance payable shall be done weekly in accordance with the number of hours worked by the employee and will be shown separately on pay cheques.
- 24:05 If the index should drop below the triggered CPI in each year as described in 24:02, it is agreed by the Company that there will be no reduction in pay.

- 24:06 The cost of living allowance will be taken into consideration in calculation of overtime, holiday and vacation pay.
- 24:07 New employees will be entitled to a cost of living allowance only after satisfactory completion of the probationary period as per paragraph 7:01 of this agreement.

ARTICLE 25 EMPLOYEE TRANSFERS

- 25:01 (a) Permanent Upgrading — An upgraded employee shall receive his present hourly rate, or the starting rate for the classification whichever is higher and shall progress to the maximum rate for the new classification according to the schedule. *Initial upgrading shall occur within 20 working days from the date the job posting is taken down or when the employee transfers to the new position, whichever occurs first.*
- (b) Temporary Upgrading — When an employee is temporarily transferred to a classification having a rate range higher than his regular one and actually carries out the duties that would normally be carried out at that time, by the regular incumbent in the classification to which the employee has been temporarily transferred, he shall receive 20 cents per hour above his present hourly rate or the starting rate for that classification whichever is higher immediately. However, in no event will he receive a rate above the maximum rate of the assigned classification. For the purpose of this subsection, “Temporary Transfer” shall mean a period of up to 30 working days. The Company will not use a succession of temporary transfers to avoid the job posting procedure.
- (c) When an employee is transferred to a previously held classification, he shall be paid at his previously attained rate.

- (d) Lack of Work — When an employee is transferred due to lack of work, or as a result of demotion to a lower rated classification, he shall receive the *maximum* of the classification to which he is transferred, or his present hourly wage rate, whichever is lower.
- (e) Temporary Downgrade with Work Available in Present Classification — When an employee is temporarily transferred to a lower rated classification at the request of the Company and there is work available on his regular occupation, he shall continue to receive his present hourly rate.
- (f) Lateral for Lack of Work, or Company Convenience — When an employee is temporarily transferred, due to lack of work, or for the convenience of the Company, to a classification in the same wage range, he will not be deprived of the wage progression to which he would have been entitled had the transfer not been made.
- (g) Temporary Transfers — Copies of all temporary transfers, involving rate changes, shall be forwarded to the Union. These transfers must include the reason for the temporary transfer and shall be signed by the Supervisor.

25:02 *Employees shall be considered members of the department that they were transferred from for a period of 30 working days in the event of a lay-off.*

ARTICLE 26 SHIFT ELIGIBILITY

26:01 Shift work will be based upon seniority, provided that, where necessary new employees may work day shift for period of training not exceeding 30 working days, however, this period may be extended by mutual agreement.

ARTICLE 27 POSTING OF VACANCIES

27:01 Notice of all job vacancies will be posted on the bulletin boards for 3 consecutive working days, show-

ing the department where the vacancy exists, the shift and the rate of pay. Any employee may apply for such vacancy. Vacancies shall be filled from among the applicants on the basis of their seniority, subject to the skills required in the department where the vacancy exists, and their work record for the preceding 12 months. The Company shall make its selection within 10 working days and within an additional 2 working days provide the Chief Stewards with: a copy of the posting, a list of all the applicants and who will be transferred to fill the vacancy. Should circumstances prevent the Company from fulfilling this clause within the allowable time limits, the Company shall seek an extension.

- 27:02 Employees who are transferred to fill such vacancy will be permitted a period of familiarization and training, this period however will not exceed one month. Vacancies filled under this clause will not be considered filled until the employee has completed the required familiarization and training period.
- 27:03 An employee unsuccessful in his bid, will be considered as being on lay-off, and may displace an employee with less seniority whose job he is capable of performing without further training.
- 27:04 Temporary Job Posting -A job vacancy which the Company intends to fill on a temporary basis, and posts as such, shall be reposted if the job is subsequently found to be permanent.
- 27:05 Under the conditions of this clause "Temporary" shall mean a time period up to the employees probationary period, as per ARTICLE 7:01.
- 27:06 In the case of vacancies created by vacancies the third such vacancy will not be posted.
- 27:07 On request, the Union, and/or the unsuccessful applicants, will be informed in writing as to the reasons for rejection of an applicant. The steward of the area to which the successful applicant is transferred will be informed by copy of the transfer notice.

- 27:08 The Company may refuse to consider the application of any employee who has not accumulated 6 months seniority prior to the posting of a job for which he applies, or said employee has filled a vacancy in another department within the last 6 months through the provisions of ARTICLE 27.
- 27:09 Group Leaders shall be selected by Management from among the applicants on the basis of their ability to perform the job.

ARTICLE 28 TECHNOLOGICAL CHANGE

28:01 Technological change for the purpose of this text means the introduction by the Company of equipment, different in nature, type or quantity from that previously utilized by the Company, materials or methods of operation which directly or indirectly affects production, and causes the removal of any part of the business and affects one or more employees.

28:02 Joint Committee

- i) The Company and The Company and the Union agree to establish a joint committee to meet on an ongoing basis to discuss technological change. It is expected that these discussions will be of a positive and co-operative nature to ensure the success of the new technology and the security and well being of both the bargaining unit and the Company. When the Company is considering the introduction of a technological change which could have an impact on employees covered under this agreement, the Company agrees to notify the Union of pertinent data such as:
- a) the nature of the change;
 - b) the date on which the Company proposes to affect the change;
 - c) the approximate number, type and location of the employees likely to be affected by the change;

- d) the effects the change may be expected to have on the employees' working conditions and terms of employment;
- e) any such new or revised classifications which could result from any of the above;
- f) all other pertinent data relating to the anticipated effects on employees.

ii) *Tech change for the purpose of this test also includes contracting out.*

28:03 Employees Affected By Technological Changes
 With full regard to the seniority provisions of this agreement, the Company will give technologically affected employees preferential consideration to be re-trained in the new skills required for the job.

28:04 Displaced Employees
 With full regard to the seniority provisions of this agreement, the Company will give technologically displaced employees preferential consideration to be trained in new skills for other jobs in the bargaining unit, provided such employees have the appropriate qualifications for such training.

28:05 Severance
 An employee who is laid off as a direct result of technological changes noted above, will be entitled to an enhanced severance payment in accordance with the Severance Pay section.

ARTICLE 29 SEVERANCE PROVISIONS

29:01 The Company agrees that in the event of termination of one or more employees as a direct result of contracting out, technological change or relocation / closure of all or part of the Waterman operations, the Company will pay an enhancement of one week for each week of entitlement (based on Employment Standards legislation as of December 5, 1991) provided for in the Employment Standards Legislation.

29:02

In accepting any severance payment, the employee relinquishes any and all rights and entitlements due him under the terms of the collective agreement, but he will not relinquish any vested rights under the terms of the retirement plan.



ARTICLE 30 TERMINATION AND MODIFICATION


30:01 This Agreement shall become effective as of the first day of November 1995, and shall remain in force until the 31st day of October 1997.


30:02 This Agreement shall thereafter be automatically renewed from year to year unless notice by mail is given by either party to the other party for amendment or termination not less than 30 days or more than 90 days before the appropriate anniversary of the effective date of this Agreement.

Signed by the Parties hereto at Toronto, Ontario on the 6th day of June 1996.

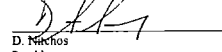
Signed on behalf of The Company

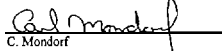
Signed on behalf of the Union
CEP, Local 521

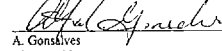

P. Shemilt
Director, Human Resources

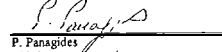

P. Keighley
National Representative

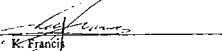

J. Chong
Manager, Human Resources

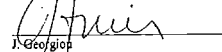

D. Michos
President


C. Mondorf
Manager, Kanban Systems


A. Gonslves
Vice-President


P. Panagides
Chief Steward


K. Francis
Recording Secretary


J. Georgios
Member

SCHEDULE "A" Hourly Rated Employees

Code A — November 1, 1995 to October 31, 1996

B — November 1, 1996 to October 31, 1997

— Group Leaders 6% over group led.

Labour Grade	Job Description	Code	Start	3 Month	6 Month	12 Month	Group Leader
1.	Student	A	14.18	14.29	14.41	14.59	15.46
		B	14.46	14.58	14.70	14.88	15.77
2.		A	14.57	14.66	14.83	14.94	15.84
		B	14.86	14.95	15.13	15.24	16.16
3.	Assembler Machine Operator, Janitor	A	14.85	14.99	15.09	15.29	16.22
		B	15.15	15.29	15.39	15.60	16.54
4.	IHP Assembler", FHP Assembler", Tool Crib/Label Printer	A	15.05	15.23	15.33	15.46	16.38
		B	15.35	15.53	15.64	15.77	16.71
5.	Material Handler, Packer, Packer (S/L)	A	15.25	15.36	15.47	15.67	16.62
		B	15.56	15.67	15.78	15.98	16.95
6.	Moulder. Line Leader	A	15.40	15.49	15.68	15.81	16.76
		B	15.71	15.80	15.99	16.13	17.10
7.	Assembler Machine Operator II	A	15.53	15.70	15.83	15.97	16.92
		B	15.84	16.01	16.15	16.29	17.26

* IHP Assembler & FHP Assembler to be upgraded to grade 5, effective May 1, 1996

SCHEDULE "A" Hourly Rated Employees (Continued)

Code A — November 1, 1995 to October 31, 1996

B — November 1, 1996 to October 31, 1997

— Group Leaders 6% over group led.

Labour Grade	Job Description	Code	Start	3 Month	6 Month	12 Month	Group Leader
8.	Plater/Tumbler/Degreaser.	A	15.70	15.82	15.97	16.11	17.08
	Receiver/Shipper	B	16.01	16.14	16.29	16.43	17.42
9.	Set-up Operator, Machine	A	15.93	16.06	16.17	16.33	17.31
	Operator I (MIS). Paint Inspector	B	16.25	16.38	16.49	16.66	17.66
IO.	Plating Lead Hand, Moulding	A	16.10	16.18	16.34	16.48	17.47
	Set-up Operator, Set-up Person (S/L).	B	16.42	16.50	16.67	16.81	17.82
	Set-up Person (Assembly). Paint Line Leader, Custom Assembler						
11.	Spray Painter. Set-up & Operator (M/S),	A	16.23	16.35	16.50	16.68	17.68
	Set-up & Operator Spot Welder & Arc Welder	B	16.55	16.68	16.83	17.01	18.03
12.	Department Inspector, Shear Operator I.	A	16.39	16.54	16.69	16.81	17.81
	Set-up & Operate Brakes	B	16.72	16.87	17.02	17.15	18.17
13.	N.C. Operator	A	16.74	16.91	17.05	17.17	18.20
		B	17.07	17.25	17.39	17.51	18.56

SCHEDULE "A" Hourly Rated Employees (Continued)

Code A — November 1, 1995 to October 31, 1996

B — November 1, 1996 to October 31, 1997

— Group Leaders 6% over group led.

Labour Grade	Job Description	Code	Start	3 Month	6 Month	12 Month	Group Leader
14.	Set-up Person (M/S), Auto Set-up & Operator, Salvagnini Operator, Stablok Automation Operator	A	17.30	17.44	17.60	17.71	18.78
		B	17.65	17.79	17.95	18.06	19.16
15.	Electrician, Machinist, Maintenance Mechanic, Tool Maker	A	18.62	18.70	18.85	18.97	20.12
		B	18.99	19.07	19.23	19.35	20.52
16.	Licensed Millwright/Maintenance Mechanic, Licensed Machinist, Licensed Electrician	A	21.96	22.13	22.20	22.33	23.67
		B	22.40	22.57	22.64	22.78	24.14
17.	Licensed Tool Maker	A	23.27	23.46	23.53	23.67	25.09
		B	23.74	23.93	24.00	24.14	25.59

SCHEDULE "B" APPRENTICESHIP AGREEMENT

The Company will post for apprentice vacancies; any employee may apply for the vacancy. If no one internally is selected, an external search is conducted.

The Company has the right to select an apprentice based on criteria including: education, related experience, work attendance, and aptitude. Should all other factors be relatively equal, seniority shall be the deciding factor.

APPRENTICE RATES

Hours worked:	% of Grade 15, 12 Month Rate
1000	70%
2000	75%
3000	80%
4000	85%
5000	90%
6000	95%
7000	100%

A new employee who has not attained seniority status will start at 65% of the Grade 15, twelve month rate, and progress according to the schedule above.

A current employee who is selected through the job posting process will be frozen at their current rate of pay until they have successfully completed 1000 hours in the apprenticeship program. Upon completion of the 1000 hours, they will be upgraded to the next % of Grade 15, that is higher than their current rate, and progress according to the schedule above until they have reached 100%.

Upon receipt of the trades license, the apprentice will be upgraded to the appropriate licensed classification.

APPRENTICESHIP AGREEMENT

- (a) The apprentice must satisfy the application requirements of the apprenticeship program, in accordance with the Apprenticeship and Tradesmen's Qualifications Act, and the Regulations thereto.
- (b) The apprentice agrees to complete the apprenticeship program in its entirety, subject to paragraphs (e) and (g), and that he will not bid on job vacancies for the duration of the apprenticeship program.

- (c) The apprentice will be paid at the rate as outlined above. The apprentice will be paid for the time that he attends day education, as outlined in the apprenticeship program.
- (d) If the apprentice is absent for any period of time during the apprenticeship program, Article 23.01 of the collective agreement, with respect to weekly indemnity benefit, will apply.
- (e) In the event of lay-off as set out in Article 7.04 of the collective agreement, seniority rights of the apprentice may be applied.
- (f) The Company will assign work to the apprentice as it deems appropriate for his apprenticeship, and the apprentice shall willingly perform such work.
- (g) The apprentice's program may be terminated (or otherwise altered) for just cause, Subject to the grievance and arbitration procedure.
- (h) New employees who have not attained seniority status as defined in Article 7:01(a) of the collective agreement will not be subject to the grievance procedure, benefits, or any other related provisions outlined in the collective agreement

I have read and understand the conditions for enrollment in the apprenticeship program as outlined above, and will be bound by the provisions of this Agreement.

_____	_____
Apprentice	Department Manager
_____	_____
Date	Date
_____	_____
Union Representative, Local 521	Human Resources Manager
_____	_____
Date	Date

SCHEDULE "C" — PENSION PLAN

- 1:01 The Union represents that:
- (a) By an agreement and declaration of trust made as of the 18th day of October, 1967, between Trustees on behalf of the Communications, Energy and Paperworkers Union of Canada (CEP) and its Local 521 and trustees representing various employers, a Trust Fund designated as the CEP Pension Fund-Canada, was established.
 - (b) To provide retirement benefits from contributions to the CEP Pension Plan, the trustees established the CEP Pension Fund-Canada, (hereinafter referred to as the "Pension Fund").
- 1:0 Effective *February 12, 1996* the Company agrees to pay to the Pension Fund on behalf of each employee covered by this agreement a sum equal to *90 cents* for each hour for which said employee receives pay. The payments shall be made monthly and shall be due on or before the 10th day of the month following the calendar month in which the employee receives hourly pay. *Effective November 1, 1996 amend the 90 cents to read \$1.00.*
- 1:03 The payment shall be used by the Pension Fund to provide benefits for eligible employees in accordance with the Pension Plan of the Pension Fund as is or may be determined by the trustees thereof, to be applied to the eligible employees based on the amount of employer contribution.
- 1:04 The Company hereby agrees to accept the agreement and declaration of trust establishing the said Pension Fund and agrees to be bound by all the terms and provisions of said agreement and designates as its representative such trustees as are named in said agreement and declaration of trust together their successors selected in the manner provided in said agreement. A copy of said agreement and declaration of trust is to be annexed to the Collective Bargaining Agreement upon the execution thereof.

- 1:05 The contributions to the Pension Fund shall not be less than required by the Pension Benefits Act of Ontario, including the regulations thereunder. The Pension Fund hereby agrees that the provisions of the Pension Fund shall be subject to the Pension Benefits Act of Ontario including any regulations issued thereunder.
- 1:06 For the purpose of this Clause, all employees coming under the work classifications covered by this agreement shall be considered to be covered by the Collective Bargaining Agreement as of their first day of employment with the Company regardless of such trial, probationary or other waiting period as may apply to other sections of the Bargaining Agreement.
- 1:07 The Parties agree that except as may be otherwise provided herein, the Company's obligation to the Pension Fund and to the employees covered thereby, shall be fulfilled at the time the Company makes the contributions to the said Pension Fund in the amount and the manner provided herein and provided further that upon making said contributions as aforesaid the Company shall be relieved and discharged from any further obligation to the said Fund.
- 1:08 Notwithstanding anything to the contrary hereinabove set forth, the obligations of the Company hereby assumed shall continue only as long as there is in existence an effective Collective Bargaining Agreement between the Company and the Union.

SCHEDULE "D" — EEMAC TRAINING PROGRAM

- 1.01 The Company and the Union are bound by the Participation Agreement for the Sectoral Training Fund of the Canadian Electrical / Electronic Manufacturing Industry dated July 11, 1990 and signed March 20th, 1991.
- 1.02 The Contribution of .5% of the regular non-overtime wages of the Employees shall be apportioned between the Employer and Employees as follows:
- Employer: .25%
Employees: .25% by the employer
(on behalf of the employees)

LETTER OF UNDERSTANDING No. 1

BETWEEN:

SCHNEIDER CANADA, INC.
Waterman Avenue, Toronto

(Hereinafter referred to as "the Company")

— and —

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 521

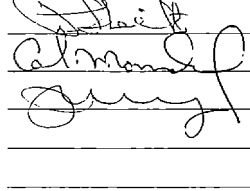
(Hereinafter referred to as "the Union")

Re: Upgrading of Skilled Trades

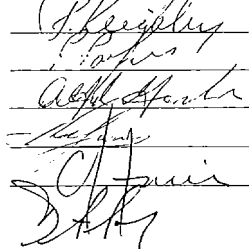
The parties to this letter agree that any employee who is currently employed in a Grade 15 Job Classification who obtains his license as per the Provincial Regulations shall be upgraded to the appropriate Licensed Job Classification (Grade 16 or 17).

SIGNED AT TORONTO THIS 6th DAY OF June, 1996

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING No. 2

BETWEEN:

SCHNEIDER CANADA, INC.
Waterman Avenue, Toronto

(Hereinafter referred to as "the Company")

— and —

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 521

(Hereinafter referred to as "the Union")

Re: Christmas – New Year Shut-down 1996 & 1997

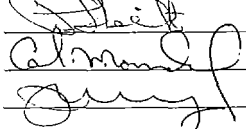
The present five statutory holidays plus two existing floaters will be combined to effect a shut down over Christmas and New Year as follows:

Christmas 1996 The Plant will close down at the end of the shift on *Friday, December 20th, 1996* and reopen at the start of the shift on *Thursday, January 2nd, 1997*. *Monday December 23rd, 1996 will be an unpaid lay-off day.*

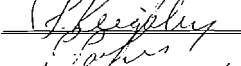
Christmas 1997 The Plant will close down at the end of the shift on *Tuesday, December 23rd 1997* and reopen at the start of the shift on *Monday, January 5th, 1998*. *Friday January 2nd, 1998 will be an unpaid lay-off day.*

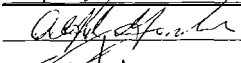
SIGNED AT TORONTO THIS 6th DAY OF June, 1996

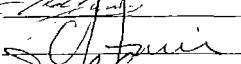
FOR THE COMPANY




FOR THE UNION









LETTER OF UNDERSTANDING No. 3

BETWEEN:

SCHNEIDER CANADA, INC.
Waterman Avenue, Toronto

(Hereinafter referred to as "the Company")

— and —

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 521

(Hereinafter referred to as "the Union")

Re: Protective Clothing

The Company agrees to provide the following:

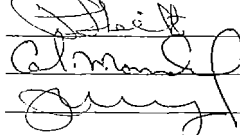
- (a) The number of smocks or coveralls will be increased from 3 to 4 at no additional cost to the employee for each employee in the following Departments:

Maintenance, Painting, Plating, Shipping and Receiving, Moulding Room.

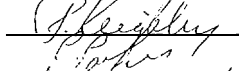
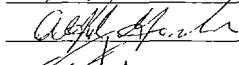
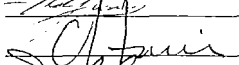

- (b) Parka type coats will be made available for maintenance personnel who are required to work outside; *and also for Shipping and Receiving personnel.*

SIGNED AT TORONTO THIS 6th DAY OF June, 1996

FOR THE COMPANY



FOR THE UNION

LETTER OF UNDERSTANDING No. 4

BETWEEN:

SCHNEIDER CANADA, INC.
Waterman Avenue, Toronto

(Hereinafter referred to as "the Company")

— and —

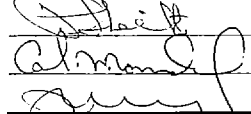
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 521

(Hereinafter referred to as "the Union")

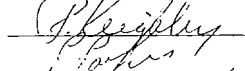
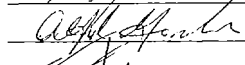
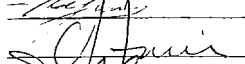

The Company agrees to formally recognize the Joint Workplace Training Committee Office which shall be equally accessible to both the salaried and hourly members of the Committee. In addition, the Union shall be permitted to use this office to conduct its business subject to the terms of Article 18.05. This office shall be furnished with a lockable filing cabinet, telephone and voice mail.

SIGNED AT TORONTO THIS 6th DAY OF June, 1996

~~FOR THE COMPANY~~



~~FOR THE UNION~~

LETTER OF UNDERSTANDING No. 5

February 12, 1996
Communications, Energy and Paperworkers
Union of Canada (CEP), Local 521
701 Evans Ave., Suite 200
Etobicoke, Ontario
M9C 1A3

Attention: Mr. P. Keighley
National Representative

Dear Sir:

Re: Designated Smoking Area (Waterman Plant)

This is to advise you that unless prevented by Federal, Provincial or Municipal Legislation, the Company intends to maintain the present designated smoking area for a period no less than the life of the present Contract.

Yours truly,



Judy Chong
Human Resource Manager
Waterman Plant

cc: D. Nitchos

LETTER OF UNDERSTANDING No. 6

BETWEEN:

SCHNEIDER CANADA, INC.
Waterman Avenue, Toronto

(Hereinafter referred to as "the Company")

— and —

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 521

(Hereinafter referred to as "the Union")

Re: Steering Committee

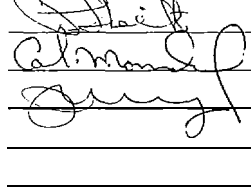
The parties have a mutual desire to discuss, and where possible determine, matters of common interest as soon as possible.

When matters arise, other than grievances, either party may request a meeting by submitting an agenda to the Plant Manager or the Local Union President, or their designates, respectively.

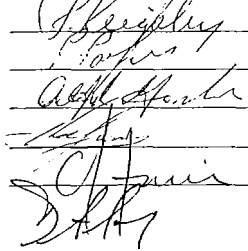
Meetings shall be arranged during working hours at mutually convenient times, except in the case of emergency which may by agreement be arranged with less than 24 hours notice.

SIGNED AT TORONTO **THIS** 5th DAY OF June, 1996

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING No. 7

BETWEEN:

**SCHNEIDER CANADA, INC.
Waterman Avenue, Toronto**

(Hereinafter referred to as "the Company")

— and —

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 521**

(Hereinafter referred to as "the Union")

Re: Training Commitment

Excellent customer service requires that we provide a quality product, at the right time, for the right price. Changing customer demands can cause us to increase output, decrease output, provide different product mixes, and different variations of the same product type, with minimal notice. The Company requires the ability to move our employees to different departments, according to the demand. To achieve this, we must have a flexible, multi-skilled work force.

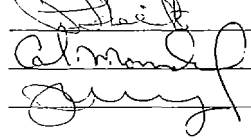
The Company is committed to providing training opportunities to ensure a multi-skilled work force. Training will be conducted on an ongoing basis, as well as during partial plant operations. The number of hours to be dedicated to cross-training will be a minimum of 3600 hours per year. The Company agrees to establish a joint committee within one month of ratification to determine training criteria and an implementation plan. The joint committee will meet regularly, as required. Decisions of this committee will be by mutual consent. The committee will monitor the training program, and report back to the negotiating committees one month prior to expiration of the collective agreement. Factors to be taken into consideration by the joint committee include:

- needs assessment for training targets
- creation of training opportunities for any manufacturing areas that will be in operation during a partial plant operation (i.e. 1 training opportunity for every 4 manufacturing employees who are retained in the plant)

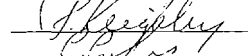
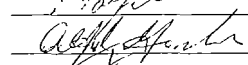
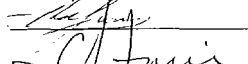
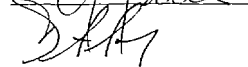
- application and selection process for training opportunities, including backfilling for vacancies created by successful training applicants
- criteria to determine whether an employee has been successfully trained
- rate of pay
- obligation of trainees to accept temporary transfers to the position where they were trained, as per Article 25 of the collective agreement

SIGNED AT TORONTO THIS 6th DAY OF June, 1996

FOR THE COMPANY



FOR THE UNION

LETTER OF UNDERSTANDING No. 8

BETWEEN:

SCHNEIDER CANADA, INC.
Waterman Avenue, Toronto

(Hereinafter referred to as "the Company")

— and —

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 521

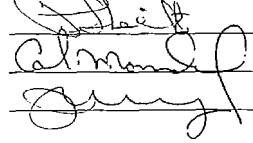
(Hereinafter referred to as "the Union")

Re: Tool Replacement Policy

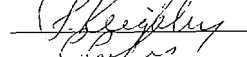
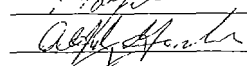
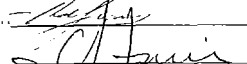

The Company agrees that any tools belonging to Tool Room and Maintenance employees, which are worn or damaged through the normal course of employment, may be replaced. The worn or damaged tool(s) may be turned in to their Supervisor, who will arrange for equivalent replacement.

SIGNED AT TORONTO TEDS 6th DAY OF June, 1996

FOR THE COMPANY



FOR THE UNION

BETWEEN:

SCHNEIDER CANADA, INC.
Waterman Avenue, Toronto

(Hereinafter referred to as "the Company")

— and —

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 521

(Hereinafter referred to as "the Union")

Re: Summer Students

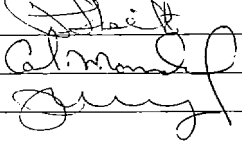
Summer students may be hired on a temporary basis to supplement the work force during the summer vacation period (May 1st to Labour Day). Preference will be given to employees' sons and daughters who are currently enrolled in post secondary education.

Such summer students are not eligible to attain seniority under Article 7.01.

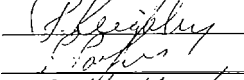
No summer **student** shall be hired while workers are on layoff. In the event of a layoff, all students shall be laid off prior to any regular employees. It is understood that, for the purposes of this letter of understanding only, employees who decline recall will not be considered on layoff.

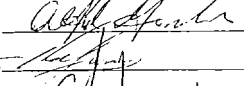
SIGNED AT TORONTO THIS 6th DAY OF June, 1996

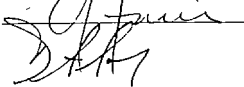
FOR THE COMPANY



FOR THE UNION







LETTER OF UNDERSTANDING No. 10

BETWEEN:

SCHNEIDER CANADA, INC.
Waterman Avenue, Toronto

(Hereinafter referred to as "the Company")

— and —

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 521

(Hereinafter referred to as "the Union")

Re: New Job Evaluation

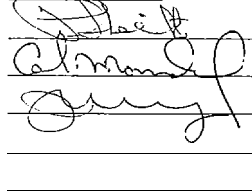
The Company and Union jointly agree that it is in the best interest of both parties to attract new jobs to the Waterman facility.

When new jobs are introduced or being considered for the Waterman location, a joint evaluation committee composed equally of Union and Management, shall meet to determine the respective job classification from Schedule A of the collective agreement.

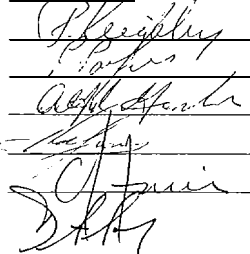
The job evaluation committee members shall be provided with all related documentation and information.

SIGNED AT TORONTO THIS 6th DAY OF June, 1996

FOR THE COMPANY



FOR THE UNION



APPENDIX "A" — MANUFACTURING AREAS

Manufacturing Departments:

Stablok	Assembly	Plating
FHP	Moulding	Metal Shop
IHP	Paint	Salvagnini

Manufacturing Areas:

Stablok — (12 Areas)

- 1) Single Pole Breaker Assembly
— 1A — NA — 1B — NB — 1C — NC
- 2) Double Pole Breaker Assembly — 2C — NC
- 3) Double Pole 15-70A Breaker Assembly — 2P — NA/NB
- 4) Double Pole 90-150A Breaker Assembly
— 2A — NA — 2B — NB
- 5) Three Pole Modular Breaker Assembly
— 3MF — 3MS — 3M
- 6) Three Pole Old-Style Breaker Assembly — 3O
- 7) 347V Breaker Assembly — 47
- 8) GFI Final and Sub-assembly — GF
- 9) Other: Burnishing — BURN
Arc Chute Assembly — ARC
Cutting — CUT
Drilling — DRIL
Eyeletting — EYE
Hot Stamping — HOT
Labelling — LABL
Kits — LO
Milling — MILL
NB Breaker — NBSW
Rivetting — RIVT
Screwing — SCRW
Staking — STAK
Test Board — TEST
Manual Welding — WDM
WB Subs — WR
Calibration — CAL
- 10) Heart Machine — HART
- 11) Packing — PACK
- 12) Automatic Welder — WDA

**APPENDIX "A" — MANUFACTURING AREAS
(Continued)**

Metal Shop — (8 Areas)

- 1) Automatics — AUCF — AUP2 — AUT — AUHC
- 2) NC Machine — NCPP
- 3) Spot Welding — WLDS
- 4) Arc Welding — WLDA
- 5) Brake Press — BRKE
- 6) Bus Bar Machine — BBAR
- 7) Other: Coverline — COVR
 Pierce all — PALL
 Std. Press — PPLC
 Std. Press — PPHC
- 8) Shear — SHER

Assembly Floor — (9 Areas)

- 1) Bench Custom Assembly — B 1
- 2) Bench Assembly — B2
- 3) Bench Assembly — B3
- 4) GDSS 200A Assembly — B4
- 5) GDSS 400 — 800A Assembly — B5
- 6) 400 — 800A Switch & QMQB — L5
- 7) L5 All Other — L5
- 8) Gr. 3 Assembly Lines — L1 — L2 — L3 — L4
- 9) Other: Bench Sub-assembly — BSBS
 Mutli-cyl — CYL
 Drilling — DRLL
 Kit — KT
 Line Sub-assembly — LSBS
 Tapping -TAP

Other Areas — (7 Areas)

- 1) Salvagnini — SALV
- 2) Plating — PLTE
- 3) Degreasing — DGSG
 Tumbling — TBLG
- 4) Paintshop — PTFP — PTSD
- 5) Moulding — MLDG
- 6) FHP
- 7) IHP