

COLLECTIVE AGREEMENT

BETWEEN

GENERAL ELECTRIC CANADA INC.

For Certain Employees at the
Oakville East and Oakville West Plants

AND THE

COMMUNICATIONS AND ELECTRICAL
WORKERS OF CANADA (CWC)
ON BEHALF OF ITS LOCAL 544

MARCH 5, 1989 - MARCH 4, 1992

ended 18/12/90
OCT 18 1991 0202003

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AGREEMENT

STATEMENT OF PARTIES

(R) AGREEMENT entered into this 5th day of March, 1989 between GENERAL ELECTRIC CANADA INC., and the COMMUNICATIONS AND ELECTRICAL WORKERS OF CANADA (CWC), on behalf of its Local 544.

Except as herein otherwise provided, as used in this Agreement the word "Company" means General Electric Canada Inc.; and the word "Union" means the Communications and Electrical Workers of Canada (CWC) and Local 544 and the word "employee" means those employees in the Bargaining Unit unless otherwise indicated.

When masculine pronouns are used, they shall be construed to mean male and female employees.

GENERAL PURPOSE

The purpose of this Agreement is, in the mutual interests of the Company and its employees, to establish orderly collective bargaining concerning hours, wages or salaries and working conditions, between the Company and its employees represented by the Union, so as to provide as herein provided, for the operation of the plant under methods which will further the safety and welfare of the employees, the economy of operations, the quality and quantity of output, the cleanliness of the plant and the protection of property.

ARTICLE 1

RECOGNITION

The Company recognizes in its Oakville East and Oakville West Plants the Communications and Electrical Workers of Canada (CWC) and its Local 544, as the sole collective bargaining agent for all hourly rated employees in such plants save and except foremen, foreladies, persons above those ranks, technical, methods and office staff, watchmen and guards.

ARTICLE 2

DISCRIMINATION AND COERCION

- 2.01 This Agreement will be applied to all employees without discrimination.
- 2.02 The Company agrees there shall be no discrimination or intimidation by Supervisors or other agents of the Company against any employee because of the employee's membership in the Union or by virtue of his holding office in the Union.
- 2.03 The Union agrees that it will not discriminate against or intimidate employees nor will it solicit during working hours.

ARTICLE 3

WORKING CONDITIONS, SAFETY AND HEALTH

- 3.01 It is the responsibility of the Company to provide for its employees working conditions which meet health and safety standards and to strive constantly to prevent

accidents and health hazards by systematic safety inspections and the use of safety devices and guards. The Union will cooperate with the Company to maintain good working conditions and will assist in assuring the observance of all safety rules. Employees have a responsibility to conduct their work in a safe manner, and cooperate in maintaining safe standards and good working conditions.

- 3.02 The Company and the Union agree to exert joint efforts to maintain high standards of safety, health and good housekeeping in the plant in order to prevent industrial injury and illness.
- 3.03 The Company shall make reasonable provisions to safeguard the health and safety of the employees by supplying, without charge, special protective clothing and devices where required, adequate heating and ventilating systems, proper sanitary equipment, and lunch and locker facilities appropriate to the health and safety of employees.
- 3.04 As a minimum there shall be first aid station(s) open and available to qualified first aid attendants available in the plant for all shifts.
- 3.05 The Company and the Union agree to appoint a joint Safety and Health Committee composed of members appointed by the Company, and employees of the plant appointed by the Union, as specified in the Local Supplements.

3 06 It is the function of this Committee and it has power to

- (a) identify situations that may be a source of danger or hazard to employees,
- (b) make recommendations to Management and employees for the improvement of the health and safety of employees and monitor, through audit procedure, the disposition of the recommendations,
- (c) recommend the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of employees;
- (d) obtain information from management or other persons respecting,
 - (i) the identification of potential or existing hazards of materials, processes or equipment, and
 - (ii) health and safety experience and work practices and standards in the same or similar industries,
- (e) maintain and keep minutes and records of its proceedings and it shall make the same available for examination and review by an inspector.

(R) 3.07 The Company will provide each employee with safety training. The Safety and Health Committee will recommend and arrange for the needed safety training and will monitor the safety training programs quarterly to

ensure employee participation on a regular basis.

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

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3.09 A member of this Committee is entitled to such time from his work as is necessary to attend meetings of the Committee and exercise his responsibilities under Sections 3.06, 3.10, 3.11 and 3.14 of these provisions without deduction of the time so spent from his work time and without deduction from his wages for time so spent.

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3.10 (a) This Committee shall hold monthly meetings and carry out inspections as required. The minutes of these meetings will be forwarded to each member of the Committee and a copy forwarded to the Union.

(b) Such inspections shall be at least once per month and shall be carried out by two of the members, one for the Company and one for the Union.

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

(d) The Company and the Union will provide the Committee with appropriate

reports and correspondence dealing with working conditions, such as reports and correspondence from the Ministry of Labour, Health, the Workers' Compensation Board, or any other such group.

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

- 3.14 (a) If an employee has reasonable cause to **believe** that a dangerous situation exists so that he or another employee is in danger of injury or serious risk to his health, he shall immediately notify his supervisor. If it is agreed that the danger exists, then the employee will be assigned other available work in the plant in accordance with the seniority provisions, until the situation is rectified.
- (b) If there is a disagreement between the employee and the supervisor concerning the necessity of relieving the employee, he may be assigned other work in the plant, and the Manager of Shop Operations or his designate shall, without undue delay, investigate with a Company and an employee member of the Safety and Health Committee, and determine whether a dangerous situation exists. The employee concerned will be present during the MSO's investigation of the dangerous situation. If there continues to be disagreement as to whether a dangerous situation exists the Company shall:
- (i) notify a Ministry of Labour inspector who shall adjudicate. The employee concerned shall be included while the inspection is taking place;
 - (ii) assign the employee to other available work in the plant in accor-

dance with the seniority provisions until the matter *is* resolved.

3.15 The procedure set out in the foregoing Section 3.14 is meant to be used in situations of an immediate nature. It does not preclude action under the normal grievance procedure, with respect to general working conditions.

3.16 No employee will be required to work alone where working alone will endanger the health and safety of the employee.

3.17 **Safety Shoes**

(R) The Company will cover the cost of the purchase of one pair of safety shoes up to a maximum of sixty-five dollars (\$65.00) not more frequently than once in a twelve month period, for each employee in the Bargaining Unit who works in or who has occasion to work in a designated foot protection area.

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

The above will not be available to employees during the probationary period. However, employees who purchase safety shoes during the probationary period will be

entitled to re-imbusement in the appropriate amount on completion of ~~the~~ probationary period.

- 3.18 An employee whose regular work assignments include operations on which the wearing of safety spectacles is mandatory, and who requires prescription spectacles, will be supplied with his first pair by the Company at no cost to the employee. Where such employee requires a change in prescription the Company will supply a replacement pair but not more frequently than once yearly on the same basis as the initial pair. Work damaged glasses will be replaced as required.
- 3.19 Any employee transferred or recalled under the provisions of the Collective Agreement to a job for the first time, or any new employee will be provided with on the job training regarding the safe and healthful conduct of the job so that the employee may safely perform the work assigned.
- 3.20 Subject to governing legislation, an employee may make an appointment to meet with the Plant Nurse (R.N.) or Plant Physician for a review and explanation of his medical report and, when requested in writing by the employee on a form provided by the Company, a copy of the employee's medical report will be forwarded to the employee's doctor.

ARTICLE 4

DEDUCTIONS OF UNION DUES

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

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

ARTICLE 5

MANAGEMENT FUNCTIONS

The operation of the Company and the Direction of employees will continue to be vested exclusively in the Company. The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

ARTICLE 6 ³⁴/₄₀₀₀

HOURS OF WORK

6.01 Forty hours shall constitute the standard work week, and eight hours shall constitute a standard work day, Monday to Friday inclusive.

The Company may change work schedules, but will confer with representatives of the Local before making any general change in group, departmental or plant work schedules. Every reasonable effort will be made to allow at least seven days before making a change effective. The Local will be provided with a copy of any revisions made to schedules.

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

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

6.04 The Company agrees to make every reasonable effort to give twenty-four hours

notice when time in excess of an established schedule is to be worked.

- 6.05 The Company will post the appropriate starting and stopping times and will keep such notices up-to-date.

ARTICLE 7

SHIFT BONUS

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(R) 7.01 A bonus of 54 cents per hour will be paid for all hours worked on regular **second** shifts and 75 cents per hour will be paid for all hours worked on regular third shifts. Regular second shifts will start at 1:00 p.m. or later and will include such shifts as are worked by powerhouse attendants. Shifts starting after 9:45 p.m. and before 6:00 a.m. will be recognized and paid as regular third shifts.

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

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

In all other instances the lunch period will be unpaid.

ARTICLE 8

OVERTIME

8.01 The standard work week will be five days, Monday through Friday, and the Company's policy is to keep overtime to a minimum. While the Union considers that overtime is undesirable, it agrees that it is the function of the Company to determine when overtime is necessary and to schedule overtime work. In doing so the Company will endeavour to distribute overtime equally among the employees who regularly perform the work.

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An individual employee may be excused by the Company from working overtime which has been scheduled for him, provided other qualified employees in the area are available and willing to do the work.

The Company agrees, except under emergency conditions, to give twenty-four hours' notice when time in excess of an established schedule is to be worked.

8.02 An overtime rate of time and one-half will be paid as follows:

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

- (b) For all time worked on Saturdays (except as provided for in sub-Section 8.03 (a) below) other than time worked on regular Friday shifts starting before midnight and finishing on Saturday.
- (c) To employees called in ahead of their regular starting time, for the time worked before their regular starting time, without regard to the number of hours they work that day. It is understood that this will apply in those cases where otherwise the employee would be paid at his straight lime rate.

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

- (d) For all time worked on the following paid holidays during the twenty-four hour period from the starting time of the regular shift on which the

employee would otherwise have observed the holiday:

New Year's Day Civic Holiday
Good Friday Labour Day
Victoria Day Thanksgiving Day
Dominion Day Christmas Day

Two days to be determined locally*

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

The half day before Christmas Day
One half day to be determined locally*
provided that where, by civic proclamation some other day is set aside to be observed instead of any of the above holidays, the Company may consider such other day as the paid holiday for the purposes of this Article.

8.03 An overtime rate of double time will be paid as follows: *37/10-4*

- (a) For all time worked in excess of twelve hours in any twenty-four hour period beginning at the employee's regular starting time except when such excess time results from regular shift changes and except where by mutual agree-

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

ment the forty-hour standard work week is divided in other than five eight-hour shifts.

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(b) All work on Sunday (other than regular Saturday shifts starting before twelve midnight and finishing on Sunday, and regular shifts starting after 9:00 p.m. Sunday and finishing Monday).

(c) This Section will not apply to continuous shift operations.

8.04 When an employee is required to work overtime, if the work is so assigned by the Company that he must punch out and then return to work later for the overtime work, the Company will provide a minimum of two hours for that employee, and such time will be paid for at the appropriate rate if he has already that day worked the number of standard daily hours.

8.05 If an employee is sent home during the day at the request of the Company so that he can come back and work a full or a part of a night shift, the time during that day that he would otherwise have worked will be counted as time worked for purposes of calculating overtime.

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

8.07 An employee's regular starting time shall be based on his scheduled starting time for the work week, except for changes resulting from the application of Article 15, Decreasing and Increasing Forces. This regular starting time shall be subject to the following:

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

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

The foregoing does not apply to relief operators or to regular shift changes on operations which are run 22¹/₂ to 24 hours per day, or to shifts which pick up the forty hours on a sixth day, or to changes due to application of Article 15, Decreasing and Increasing Forces.

8.08 It is recognized that overtime premiums shall not pyramid.

8.09 **Continuous Operations**

"Day and night shift workers" as included in this Article do not include employees who are engaged on service and production jobs which must be run on a twenty-four hour day and seven-day week basis. For employees on such jobs special schedules will apply and instead of the above provisions, they will be paid overtime rates as follows:

(a) Time and one half for:

- (i) All time worked on Sunday, except on regular shifts which start after 9:00 p.m. on Sunday and finish Monday and regular Saturday shifts starting before twelve midnight and finishing on Sunday.
- (ii) All time worked at the request of the Company in excess of the prescribed daily or weekly schedule except when such excess time results from regular shift changes and except that, on five-day week schedules, where Sunday has been worked and paid for at the rate of time and one-half, the sixth day, if worked will be paid for at straight time.

(b) Double time for:

- (i) All time worked in excess of twelve hours in any twenty-four

hour period beginning at the employee's regular starting time **except** when such **excess** time results from regular shift changes and except where, by mutual agreement, the work day is more than eight hours and except when the employees involved adjust their hours by mutual agreement.

- (ii) All hours worked by employees on such shifts on the seventh consecutive work day in their work week except where this occurs as a result of regular shift changes and except on regular shifts starting before midnight on the sixth day of the work week and finishing on the seventh day.

It is recognized that it may be necessary to schedule hours on these jobs so that the hours of the work week are averaged during a cycle of up to four weeks for each employee concerned.

- 8.10 It is understood that in the application of Section 8.02 of this Article, if for reasons such as extraordinary conditions affecting general power supply, etc., the regular work week for an employee has to be changed so that Saturday and Sunday are regular work days, then the time and one-half provision for Saturday shall apply on the sixth day and not on the Saturday. Similarly, the double time provision for Sunday shall apply on the seventh day and not on the Sunday.

ARTICLE 9

WAGES

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

~~9.02~~ The rate schedules and the rate ranges of the occupational classifications, covered by a Supplement to this Agreement, and in effect following the signing of this Agreement shall remain in effect for the duration of this Agreement except for adjustments as per Section 9.04 of this Article. The parties to this Agreement recognize that technological progress, better tools, processes and equipment, together with increased knowledge, efficiency and application of employees working under conditions of mutual co-operation make for improved social and economic conditions.

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

9.03 (a) Where the job rate is higher than the minimum hiring rate, adjustments will be based on performance. An employee's performance will be reviewed each thirteen weeks from June 15th until the job rate is reached. The employee will be entitled to the job rate

when he is producing normal quantity and quality and his work is otherwise satisfactory. The employee will be advised of any decision affecting his status at each review.

- (b) Notwithstanding the foregoing, any employee's performance may be reviewed by the Company at any time and adjustments made in addition to any adjustments arising from the regular reviews set out above.

9.04 The Company will establish rate ranges for all new or changed occupational classifications, and will immediately inform the Union in writing of all such new or changed classifications. Any complaint resulting from a change in job content in an occupational classification or the rate established for a new occupational classification may be taken up under the Grievance Procedure, as outlined in Article 17.

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9.05 For lost or idle time over which the employee has no control, such as abnormal waiting for crane, tools, material, instructions, etc., the employee will be paid his rate in the payroll department, provided that the employee notifies his Foreman or his Foreman's nominee at the time the condition occurs.

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

- 9.07 New employees who are experienced at the job for which they are hired, shall receive a rate not more than ten (10¢) cents below the job rate for the occupational classification for which they were hired and will be advanced to the job rate when they produce the normal quantity and quality and their performance is otherwise satisfactory, and in any event at the end of a period not to exceed six months from the date of hiring.
- 9.08 An employee who is working in an occupational classification:
- (a) Where the job rate of the occupational classification is within twenty (20¢) cents above the minimum hiring rate, will have his rate increased to the job rate within at most 6 months.
 - (b) Where the job rate of the occupational classification is more than twenty (20¢) cents but not in excess of fifty (50¢) cents above the minimum hiring rate, will have his rate increased to the job rate within at most one (1) year.
 - (c) Where the job rate of the occupational classification is more than fifty (50¢) cents but not in excess of seventy (70¢) cents above the minimum hiring rate, will have his rate increased to the job rate within at most one and one-half years.
 - (d) Where the job rate of the occupational classification is more than seventy (70¢) cents above the minimum hiring

rate the employee will receive job rate when he has completed at most **two** years on the occupational classification.

9.09 (a) **Group Leaders**

Employees designated by the Company as group leaders will be paid as follows:

A group leader who works 100% of his time on day work will be paid a premium in the amount of five percent (5%) of the highest job rate paid in the **group** he is leading.

(b) **Shift Leaders (Working Without Supervision)**

Shift Leaders (working without supervision) will be those employees who are so designated by the Company and will not include employees who are working in their regular classification in the schedule of rates and already has designation of leading responsibility in it. A shift leader who works 100% of his time on daywork will be paid a premium in the amount of eight percent (**8%**) of the highest job rate in the group he is leading.

9.10 **Cost of Living Allowance**

(R) (a) In the first year the following will apply:

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An allowance equal to one cent (1 per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of November 1989

- (R) { exceeds the CPI for the month of August 1989.
- (b) In the second year the following will apply:
- 1) An allowance equal to one cent (1 per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of May 1990 exceeds the CPI for the month of February 1990.
 - 2) An allowance equal to one cent (1 per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of August 1990 exceeds the CPI for the month of May 1990.
 - 3) An allowance equal to one cent (1 per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of November 1990 exceeds the CPI for the month of August 1990.
- (R) (c) In the third year the following payment will apply:
- 1) An allowance equal to one cent (1 per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of February 1991 exceeds the CPI for the month of November 1990.
 - 2) An allowance equal to one cent (1 per hour for each 0.32 points (calculated to the nearest cent) by

which the CPI for the month of **May 1991 exceeds the CPI for the** month of February 1991.

- 3) An allowance equal to one cent (1 per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of August 1991 exceeds the CPI for the month of May 1991.
 - 4) An allowance equal to one cent (1 per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of November 1991 exceeds the CPI for the month of August 1991.
- (R) (d) Payment of the Cost of Living Allowance will commence at the start of the payroll period next following the issue of the index for November 1989, May, August and November 1990 and February, May, August and November 1991.
- (e) The Cost of Living Allowance will be a separate allowance calculated by multiplying the allowance by the number of hours worked including actual overtime hours worked and will also be included in the calculation of vacation pay, paid holidays and other absences.
- (R) (f) The amount of the Cost of Living allowance payable following the issue of the index for November 1989 will be incorporated into the Job Rates at the

same time as the second year general increase and the amount of the Cost of Living Allowance payable following the issue of the index for November 1990 will be incorporated into the Job Rates at the same time as the third year general increase.

- (g) The CPI referred to in the above formulas is the Statistics Canada 1971 = 100.
- (R) (h) In each year, the following will apply:
 1. All employees to receive the equivalent cents per hour by which their job rate(s) is increased.
 2. The rate ranges on rate schedules to continue to be calculated as in the current agreement.

ARTICLE 10

VACATIONS WITH PAY

10.01 Vacations with pay shall be granted to employees in accordance with the following schedule:

	Years of Service Credits As of End of Vacation Year	Vacation
	1 Year	2 Weeks
	4 Years	3 Weeks
(R) 10-04	10 Years	4 Weeks
(R) 20-05	20 Years	5 Weeks
30-06	30 Years	6 Weeks

Where an employee's service credits do not total those set out in the above schedule by June 30th, but will do so by December 31st, by reason of his continuing to accumulate service credits, he will qualify for the additional vacation when he accumulates the necessary service credits. Where such additional vacation is taken earlier than the qualifying date, payment of the additional allowance will not be made until the necessary service credits are accumulated.

- (a) It is not permissible to postpone vacations from one year to another. It is not permissible to omit vacations and draw vacation pay allowance in lieu thereof except at the request of the Department Manager or his designate.
- (b) If a paid holiday which is subject to the provisions of Article 11, Paid Holidays, occurs during an employee's vacation, it will not be counted as part of his vacation and the employee will receive an extra day's vacation or an extra half day's vacation with pay, whichever is applicable.
- (c) When an employee who is eligible for vacation is granted a leave of absence, the first week(s) may be designated as vacation period, and with the approval of the Department Manager or his designate, the vacation pay allowance for which he has qualified may be paid at the time such leave of absence commences.

- (d) An employee who is absent because of extended illness or accident, or because he is laid off, may (except in a plant or part thereof which is scheduled for an annual shutdown) have the first portion of such absence designated as the period of any vacation to which he may then be entitled, if the Department Manager or his designate shall approve.
- (e) An employee who is absent because of personal illness of short duration, or who is laid off for fifteen days or less, or whose absence is excused for personal business or holidays that are unpaid may (with the approval of the Department Manager or his designate) utilize extra vacation time to which he is entitled in excess of the scheduled shutdown, or in excess of two weeks in locations where there is no shutdown for such absences in the form of vacation days. This time may be paid out in units of no less than $\frac{1}{2}$ day periods.
- (f) An employee who is absent from work for any reason other than those reasons listed above will not be entitled either to have his vacation scheduled or to receive a vacation allowance during the period of such absence.

10.02 Where the plant observes a shutdown or shutdowns for vacation purposes, the vacation season will be considered to run con-

currently with the shutdown period(s). An employee who is entitled to vacation beyond the period of any shutdown(s), may discuss his preferences with his supervisor and every reasonable effort will be made to arrive at a mutually satisfactory arrangement.

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

- 10.03 Except for employees covered under sub-Section 10.04 (a) of this Article, the vacation pay allowances will be based on the proportion of service credits accumulated at June 30th during the immediately preceding vacation year.

The vacation pay will be the proportion of service credits times the appropriate number of weeks as set out in Section 10.01 above times the employee's current hourly earnings* times the number of hours

- * For a day rate worker "current hourly earnings" mean his then current hourly rate. A day rate worker who has been downgraded during the second, third or fourth fiscal quarter and prior to the vacation date will, for the purpose of this Article, be considered to have "average hourly earnings" and the average hourly earnings will be those of the fiscal quarter immediately prior to the quarter in which the transfer or downgrading occurred.

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

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

- 10.04
- (a) An employee who has not accumulated his first fifty-two (52) weeks of service credits by June 30th will be paid a vacation allowance calculated on the basis of 4% of his earnings during the period from his date of hiring to June 30th.
 - (b) An employee who is laid off indefinitely will be paid the appropriate pro rata allowance calculated from his date of employment or from June 30th of the calendar year in which he last received a vacation allowance, whichever is later.
 - (c)
 - (i) An employee who has been in the employ of the Company for three months or less, and whose employment is discontinued by the Company, will receive an allowance of 4% of the employee's earnings during the period from the employee's date of hiring to date of termination of employment.
 - (ii) An employee who has been in the employ of the Company for more

than three months, and whose employment is terminated for any reason will be paid the appropriate pro rata vacation allowance calculated from his date of employment or from June 30th of the calendar year in which he last received a vacation allowance, whichever is the later.

ARTICLE 11

PAID HOLIDAYS

11.01 The Company will recognize the following holidays:

*3/20
1/20
p. 35*

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Half Day Before
Dominion Day	Christmas Day
Civic Holiday	Christmas Day

Two days to be determined locally*
One half day to be determined locally*

and will pay eligible employees a day's pay for each such holiday not worked and a half day's pay for each such half holiday not worked except as provided in Section 11.02 below.

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

An employee is eligible for this payment provided each of the following conditions is met:

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

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

11.02 An eligible employee who works on a twenty-four hours a day seven day week operation and who is scheduled to work on a holiday as part of his regular schedule and who fails to work as scheduled will not be paid for the holiday unless his failure to work on the holiday is due to verified personal illness, death in the immediate family, jury duty or emergency illness at home, and he is otherwise eligible in accordance with all of the provisions of Section 11.01 above.

11.03 In no event will an employee receive the holiday pay or premiums more than once for a holiday.

11.04 For the purposes of this Article, when one of the above listed holidays (not including the half days) falls on a Saturday, the preceding Friday will be observed as a holiday, and when it falls on a Sunday, the following Monday will be observed as a holiday. This

is subject to any Government declaration regarding when a particular holiday will be observed. The half day holiday preceding Christmas Day provided for in this Article will be observed on the last half shift that would otherwise have been worked before the day observed as a holiday.

- 11.05 Payment for the above holidays is not made as a bonus, and employees when on night shift will have their night shift premium included in their day's pay for such holidays.
- 11.06 A full holiday shall be the twenty-four hour period following the start of an employee's regular shift that would otherwise have been worked. An eligible employee will be paid for the regularly scheduled number of hours that he would otherwise have worked during his first regular shift in this twenty-four hour period.
- A half day holiday shall begin after an employee has worked half the authorized regularly scheduled number of hours he would otherwise have worked for a full shift on the same working day. His pay for the half day holiday will be based on half such regularly scheduled number of hours for such full shift.
- 11.07 For the purposes of this Article, shifts starting before midnight Friday will be considered Friday shifts regardless of when they finish, and shifts starting after 9:00 p.m. Sunday will be considered Monday shifts.

11.08 For the purposes of this Article, where by civic proclamation, some other day is set aside to be observed instead of any of the above holidays, the Company may consider such other day as the holiday.

11.09 Heritage Day will be added to the paid holidays listed in Section 11.01 of this Article if legislated by the Federal or Ontario governments during the term of this Agreement.

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If Heritage Day is not so legislated, one additional day to be determined locally will be recognized during the term of this Agreement. Should Heritage Day be subsequently legislated this one additional day will be observed as Heritage Day.

11.10 In addition to but subject to the provisions of Section 11.01, an eligible hourly-rated employee who works on any of the above listed holidays will be paid for each hour so worked in accordance with sub-Section 8.02 (d) of Article 8, Overtime.

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

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

* For a day rate worker "current hourly earnings" means his then current hourly rate. A day rate worker *who* has been downgraded during the fiscal quarter in which the holiday occurs will, for the purposes of this Article, be considered to have "average hourly earnings" and the average hourly earnings will be those of the *immediately previous* fiscal quarter.

ARTICLE 12

REPORTING IN PAY

12.01 Hourly-rated employees reporting for work, who have not been told in advance not to report, shall be given work for at least the balance of the half shift for which they report or, if no work is available, they shall be paid for the balance of the half shift for which they report at their payroll card rate. The Company shall be exempt from this obligation if such employees are prevented from working because of a power shortage, a power supply failure or any circumstances beyond the Company's control, or if such employee has not kept the local Personnel Office advised of his or her current address. This Article shall also apply to Saturdays and Sundays.

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12.02 If due to an industrial injury or industrial illness an employee is sent or taken from work to the plant hospital or to an outside doctor or hospital, he will be paid his current card rate from the time of the injury or illness until he returns to work during the same shift, or if he is unable to return to work or, is directed not to do so, he will be paid for the remainder of the shift in which the injury or illness occurred.

ARTICLE 13 *48*
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CALL-IN PAY

Employees who are called in after their regular working schedule of hours without prior warning will be paid at the overtime rate, and will receive not less than the equivalent of four hours' pay at their straight time rate.

ARTICLE 14

SERVICE RULES

14.01 **Definition**

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

14.02 The service record of each employee laid off and re-employed after layoff will be reviewed by the Company at the time of his re-employment and in each case, such

employee will be notified as to his service credits, if any.

14.03 Service credits previously accumulated will be lost whenever the employee:

- (a) leaves voluntarily, or is discharged;
- (b) is absent from work for more than two consecutive weeks without satisfactory explanation;
- (c) is absent from work for a continuous period of more than one year for any reason other than leave of absence granted by the Company in advance, or compensable injury (see Section 14.06);
- (d) is absent from work because of personal non-occupational illness or accident, and fails to keep the Company so notified monthly stating the probable date of his return to work. The Company may require satisfactory medical certification in the case of illness of more than two weeks' duration.

Illness shall include pregnancy whenever the employee concerned notifies her immediate supervisor or the plant hospital of her condition prior to absence from work. In cases of pregnancy, the above mentioned monthly notification will be waived if she returns to work within eight weeks after termination of pregnancy. If the employee will not then be able to return to work she must, prior to the expiration of such eight weeks' period, so

notify the Company and supply a written certificate from a physician of her physical inability so *to return to work* at the end of such eight weeks' period, and stating the probable date of her return;

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

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

- (a) The Company will, at the time of his re-employment, review his service record in those cases where he has lost prior service credits through the operation of sub-Section 14.03(c) above as a result of absence from work for a total continuous period of more than one year due to:
 - (i) layoff due to lack of work
and/or
 - (ii) personal non-occupational illness or accident.

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

- (b) In accordance with the provisions of the current Income Extension Aid **Ag**-reement between the parties.
- (c) If the Company re-employs a former employee who had ten or more years of service credits at the time of a previous termination of service with the Company, and the employee is not eligible for restoration of service under sub-Section (a) above, the Company will restore to such employee such former service credits after the employee has accumulated six months of service credits following such re-employment. Such service restoration will be contingent
 - (i) upon the employee having fully repaid to the Company, within a reasonable time after re-employment, any Income Extension Aid benefits paid to the employee under either the 60-day lump sum termination option or as a lump sum due to a plant closing termination when such latter occurred within six months prior to the date of re-employment and

- (ii) upon the employee not having previously declined an opportunity to have said prior service credits restored by making a full repayment of Income Extension Aid benefits of the kind referred to in (i) above.

14.05 Subject to Section 14.06 of this Article, service credits for each employee shall be granted for periods during which the employee is actually at work for the Company and for absences as follows:

- (a) Employees with service credits totaling less than three months will receive credit for any absence of one week or less, but if out more than a full week no credit will be allowed for the entire absence.
- (b) Employees with service credits totaling three months or more but less than fifty-two weeks will receive credit for any absence of two consecutive weeks or less, but if out more than two weeks, no credit will be allowed for the entire absence.
- (c) Employees with service credits totaling fifty-two weeks or more:
 - (i) If granted a leave of absence by the Company will receive credit for the first two weeks of the absence.

Where any such absence exceeds two weeks the excess time will not be credited.

- (ii) If absent on account of illness or lack of work, will, upon return to work, receive credit for absences of twelve months or less. Where any such absence exceeds twelve months, the excess time will not be credited.

14.06 When an employee returns to work after an industrial accident, he will receive service credits for all time that he was unable to work due to the accident and for which he drew temporary disability compensation from the Workers' Compensation Board.

When an employee ceases to receive a temporary disability compensation and reports to the appropriate Employment Office ready for work and the Company is unable to place him immediately, the employee will receive service credits under sub-Sections 14.05 (a), (b) or (c) of this Article, whichever is applicable.

ARTICLE 15

DECREASING AND INCREASING FORCES

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15.01 An employee will be considered on probation and will not be placed on a seniority list until he has accumulated three (3) months of service credits with the Company, and seniority will then count from three months back from the date when such service credits are accumulated.

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15.02 In all cases of displacement, layoff or transfer in lieu of layoff, total service credits with the Company will be the major factor

governing such displacements, transfers or layoffs, subject to the remaining employees being able to maintain the normal requirements of the work.

- 15.03 For displacements, layoffs or transfers in lieu of layoff of employees with established seniority, seniority will govern on the following basis, provided the application of such a principle does not prevent the Company from maintaining a working force of employees who are competent and willing to do the remaining work.

In reducing the number of employees with established seniority in an occupational classification in a seniority department, the shortest service employees will be the first to be removed.

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

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- (a) An employee with established seniority who is so removed from an occupational classification in his seniority department due to lack of work or displacement may, in lieu of layoff, displace an employee of shorter service credits in any occupational classification in the same department subject to Note II.
 - (b) If there is no such displacement available in sub-Section (a) within ten cents (10¢) below the job rate of the occupational classification from which he is so being removed such employee will be

permitted to displace on any occupational classification elsewhere in the plant in which there is an employee with shorter service credits, subject to Note II.

- (c) If there is no such displacement available in sub-section (b) within ten cents (10¢) below the job rate of the occupational classification from which he is so being removed and where such employee has service credits of two (2) years or more, such employee will be permitted to displace within his own seniority department on any occupational classification in which there is an employee with shorter service credits and on which it is expected he can meet the requirements of Note III within fifteen (15) working days, including up to fifteen (15) working days of

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- (d) If there is no such displacement available in sub-Section (c) within 3 wage steps, up to a maximum of 3%, below the job rate of the classification from which he is being removed, then providing he has two (2) or more years of service credits, such employee will be permitted to displace on any occupational classification plant-wide in which there is an employee with shorter service credits on which it is expected he can meet the requirements of Note III within fifteen (15) working days, includ-

ing up to fifteen (15) working days of training.

- (e) If there is no displacement available in sub-Section (d) within 3% below the job rate of the classification from which he is being removed such employee will be permitted to displace on any occupational classification in his own seniority department in which there is an employee with shorter service credits on which it is expected he can meet the requirements of Note III as set out below:
 - (i) within twenty (20) working days including up to twenty (20) working days of training for an employee with fifteen (15) years or more of service credits.
- (f) If there is no displacement available in sub-Section (e) within 3% below the job rate of the classification from which he is being removed, such employee will be permitted to displace on any occupational classification plant-wide in which there is an employee with shorter service credits on which it is expected he can meet the requirements of Note III as set out below:
 - (i) within twenty (20) working days including up to twenty (20) working days of training for an employee with fifteen (15) years or more of service credits.

- (g) Providing the employee can meet the requirements of this Section 15.03, it is understood in the application of all of the preceding paragraphs, an employee may elect to displace on an occupational classification with a job rate greater than 3% below the job rate of the occupational classification from which he was removed.
- (h) An employee with fifteen (15) years or more service credits who is being removed from his occupational classification due to lack of work and who, notwithstanding the provisions of Article 15, (other than Section 15.05), the Company agrees would be unable to displace into any occupational classification and would be laid off out of the bargaining unit for more than thirty (30) days due to lack of work and not because of failure on a displacement, will have available to him not more frequently than once in twelve (12) months the following special displacement consideration:

He will be placed in an occupational classification in which there is an employee with shorter service credits and in which, the employee's qualifications considered, it is to be expected he will, with training, produce normal quality and quantity within six (6) weeks and provided the remaining employees are able to meet the requirements of the work.

- (i) *In the administration of all of the foregoing, consideration will only be given to jobs expected to continue beyond thirty (30) days.*
- (j) *Training periods specified in this Section 15.03 may be extended by mutual agreement of the parties.*

*NOTE I 1. In addition to the training provided under sub-Sections 15.03 (c)(d)(e) and (f), up to a further 5 days' training will be provided for a second occupation and up to an additional 5 days' training will be provided for a third occupation.
(Second and third occupations as defined in Note II below).*

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

- 2. *In considering the 10¢, 3 wage steps, or 3% referred to in Section 15.03, this shall be based on the current job rate of the classification from which the employee is being removed due to lack of work or one from which he had been so removed in the previous twelve (12) months, whichever is greater.*

NOTE II It is understood that in claiming a job under sub-Sections 15.03 (a) and (b) this Note will apply.

1. *In any displacement or transfer in lieu of layoff the employee transferred must be able to meet the normal requirements in terms of quality and quantity of the work within ten (10) working days from date of transfer or he will not be eligible to displace the employee selected. However, if the regular work assignments of the employee selected cover more than one occupation, the time limits will be increased as follows:*
 - (a) *If the job consists of only one occupation the normal requirements of this occupation must be met within ten (10) working days from the date of transfer.*
 - (b) *If the job consists of two (2) occupations, provided the claiming employee can meet the normal requirements of the majority occupation as per (1) above he will be permitted to displace provided he can meet the normal requirements of the additional occupation within thirty (30) working days from the date of transfer.*
 - (c) *If the job consists of more than two (2) occupations, providing the claiming employee can meet the requirements of the majority*

occupation as per (1) above he will be permitted to displace provided he can meet the normal requirements of the additional occupation within forty (40) working days from the date of transfer.

2. *It is understood that in claiming a job under sub-Sections 15.03 (a) and (b) in accordance with paragraphs 1 (a), (b) and (c) of this Note there must be reasonable evidence that an employee can do the job, i.e. meet the normal requirements of the job of the displaced employee in terms of quality and quantity within ten (10) working days or such longer period as is mutually agreed upon.*

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

3. *In all cases of recalls and returns under Article 15 the employee claiming such rights to a job must be able to meet all the requirements including time limits, performance standards and prerequisites in the same manner as if he were seeking to displace into the job under this Note.*
4. *An employee who is permitted to transfer under this Note will be given supervision and information in order to provide him with a reasonable oppor-*

tunity of meeting the requirements of this Note. While this does not include job training, it does include being made aware of peculiarities in the job, equipment or department, and, on request of the employee, includes a demonstration of such peculiarities with which he is unfamiliar. It is recognized that "peculiarities" as used above does not include basic skill and basic knowledge required to qualify on this work. If the employee considers that he needs additional information regarding the work he encounters, he should so advise the supervisor or his designate so that lack of such information will not prevent him from qualifying on a job for which he has the necessary skill and knowledge to qualify.

NOTE III It is understood that in claiming a job under sub-Sections 15.03 (c), (d), (e), (f) or (h) this Note will apply.

- 1. There must be reasonable evidence that an employee can do the job in the occupation covering the seniority classification of the incumbent, i.e. meet the requirements of that work of the displaced employee in terms of quality and quantity, within the stated time period and the training-provided..*
- 2. It is understood that in claiming a job under Note III there must be reasonable evidence the employee can do the*

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

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

information or instruction, he should so advise the supervisor or designate.

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

Definitions

1. **Occupation** — is the general designation of a type of work, e.g. Electrician Maintenance.
2. **Occupational Classification** — is a particular grade within an occupation and is designated by a code number:

e.g. 05 — 18 Electrician Maintenance
05 — 19 Electrician Maintenance
05 — 20 Electrician Maintenance

3. **Seniority Department** — The departmental designations for seniority purposes will be as specified in the applicable Local Supplement.

15.04 Technological change for the purpose of this Section 15.04 shall mean the introduction of new machinery, equipment, processes or the application of new devices to existing machinery or equipment which the Company anticipates will require an employee to acquire new occupational skills or render obsolete his present occupational skills or cause him to be removed from his present occupational classification.

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Immediately when such technological change is considered in the implementation

— planning stage, discussions on the proposed change will be arranged and will include a review of the advisability and timing of the proposed change. The employees will be notified by the Company of the changes which will apply to them.

When the Company introduces such technological change then, notwithstanding anything in the Agreement to the contrary, the following will apply to the employees in question having established seniority, hereinafter referred to as "such employees":

- 22/0
- (a) If the new job thus created is classified in the same occupational classification as such employee's job was classified before the new machinery, equipment, processes or new devices to existing machinery or equipment was (were) introduced, then, provided he has the requisite qualifications and experience, such employee will be given the first opportunity to learn the new job. If The new machinery, equipment, processes or new devices to existing machinery or equipment mean(s) that there are fewer such new jobs than there were such employees in the jobs in question before the new machinery, equipment, processes or new devices to existing machinery or equipment was (were) introduced, then among such employees who have the requisite qualifications and experience,

employees with longer service credits will be given the preference. Those who are not so assigned to the new job will be considered affected by lack of work and will be processed in accordance with this Section 15.04.

- (b) If the new job thus created is classified in a different occupational classification but one with the same job rate as that of the classification in which the job was classified before the new machinery, equipment, processes or new devices to existing machinery or equipment was (were) introduced, then subject to the return or recall rights of longer service employees under the other provisions of this Article 15 the provisions of (a) above will likewise apply or, in the alternative, such employee(s) may elect to be considered affected by lack of work and may be processed in accordance with this Section 15.04.
- (c) If the new job thus created is classified in an occupational classification with a higher job rate than that of the classification in which the job was classified before the new machinery, equipment, processes or new devices to existing machinery or equipment was (were) introduced, then provided he has the requisite qualifications and experience such employee(s) will be considered for the new job(s) thus created along with any other employees entitled to

consideration for the new job(s) under this Article 15 and consideration for such job(s) will be in accordance with said Article 15. If such employee(s) is not selected for the new job(s) then he will be considered affected by lack of work and will be processed in accordance with Section 15.04.

- (d) If the new job thus created is classified in an occupational classification with a lower job rate than that of the classification in which the job was classified before the new machinery, equipment, processes or new devices to existing machinery or equipment was (were) introduced, then the following will apply to such employee:
 - (i) He will be considered affected by lack of work and may be processed in accordance with the other provisions of this Article 15.
 - (ii) If the result of this is that he would displace into an occupational classification the job rate of which is lower than the job rate of the job from which he was so removed then, seniority, qualification and experience considered, he may be placed in an available job which has an equivalent job rate.
 - (iii) If he is not so placed, then he may be placed in an occupational classification with a job rate equivalent to the rate of his former occupa-

tional classification held by a shorter service employee in which his qualifications considered, it is to be expected he will, with training, produce normal quality and quantity within the following applicable periods of time:

For an employee with fifty-two weeks' service credits but less than five years' service credits — 3 weeks,

For an employee with five years' service credits but less than ten years — 4 weeks,

For an employee with ten years' service credits but less than fifteen years — 5 weeks,

For an employee with over fifteen years' service credits — 6 weeks,

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

If the application of the foregoing would not result in his being placed in an occupational classification with an equivalent job rate, then the same sequence of steps as are set out in (i), (ii) and (iii) above will be followed in

relation to jobs first with a job rate one **step** lower and so on.

- (e) If as a result of the introduction of the new machinery, equipment, processes or new devices to existing machinery or equipment under any of the circumstances covered in (a) (b) or (c) above such employee(s) is permitted not to accept or is not offered the new job(s) or if there is no new job(s) so created, and if as a consequence he is removed from his occupational classification due to lack of work, then the provisions of (d) above will apply.
- (f) Such employee who displaces into a job under (d) above with the assistance of a period of training as provided in (d) will ordinarily not be removed from such job within the applicable period of training because of failure to meet what is required on the job without first having an opportunity to discuss his performance with the Company, at which time he may have a union Seniority Representative present if he so desires. If he is so removed then he will be permitted to exercise any seniority rights he may have under the provisions of Section 15.05 of this Article 15.
- (g) (i) If such employee is placed in an occupational classification under the particular provisions set out in this Section 15.04 and not by

virtue of the exercise of his regular rights under this Collective Bargaining Agreement, then he will be paid a rate within the rate range of the occupational classification in which he is placed.

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- (ii) Notwithstanding the provisions of (g)(i) above, an employee whose job is directly eliminated by the introduction of a robot or the introduction of an automated manufacturing machine, and who as a consequence is transferred under any of the provisions of this Article 15, shall be paid on any job to which he is transferred in the plant at a rate not less than the regular hourly day work rate (average hourly earnings in the case of incentive employees) of the job eliminated for up to 39 weeks immediately following the date of transfer.

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

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

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

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

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

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

In the administration of this Section 15.05 consideration will only be given to jobs expected to continue beyond thirty days.

15.06 Subject to being able to meet the requirements of Note II and subject to the rights provided in (b) below of employees with longer service credits transferred in lieu of layoff:

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(a) Individuals laid off and on the recall list will have the opportunity to be recalled to work to any occupational classification in the plant when work becomes available, in the order of their service credits.

(b) An employee who has been removed from his occupational classification due to lack of work and transferred to another occupational classification in lieu of layoff will have return rights to any previous occupational classification for the following periods:

Employees with established seniority and less than one year service credits at date of removal	— For a period of one year from the date of removal.
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Employees with one year but less than 5 years service credits at date of removal	— For a period of two years from the date of removal.
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Employees with 5 years or more service credits at date of removal — For a period of three years from the date of removal.

15.07 Subject to the provisions of this Article:

- (a) An employee with established seniority who has been laid off will have his name retained on the recall list for a period of one year from the date of layoff except, however, that if the individual had longer than fifty-two weeks of service credits at the date of layoff he will have his name retained on the recall list as follows:
 - (i) If he had more than fifty-two weeks and less than five years of service credits at the date of layoff, he will have his name retained on the recall list for a period not longer than his service credits at the date of layoff or two years whichever is the sooner.
 - (ii) If he had five years of service credits or longer at the date of layoff, he will have his name retained on the recall list for a period not longer than three years.

The retention of an individual's name on the recall list beyond one year from his date of layoff in accordance with the above shall be subject to the condition that, commencing with the first calendar month after being laid off one year, he contacts the Personnel Office

of the appropriate plant by personal visit or by registered letter at least once each calendar month during his layoff informing the Company of his continued desire to return to work. In making such monthly contacts, he will inform the appropriate Personnel Office of any change of address, since the last one recorded with the Company.

- (b) An employee who has been laid off, will be notified when work is available. If necessary, this will be done by registered letter or telegram addressed to the last address recorded by the employee with the Personnel Office at the appropriate plant.
- (c) An employee must notify the Company of his intention to return to work within four working days of the recall to work notice, and must return to work within ten days of the recall to work notice, or make an alternative arrangement satisfactory to the Company.
- (d) An employee who fails to comply with (c) above will be passed over and the next employee on the recall list who can perform the work in accordance with Note II of this Article 15 will be recalled to work.
- (e) An employee who was recalled to work and did not report as provided for above, will lose his existing service credits unless he gives the Company a

satisfactory explanation within thirty days from **the** date of recall to work notice.

- (f) The provisions of this Article 15 shall not apply to job openings, the duration of which is 30 days or less. However, when it is necessary to bring in persons from outside the plant to fill such openings, the Company will attempt to fill these jobs from the recall list by telephoning those employees qualified under Note 11 in the order of their seniority, but will not in such cases be thereby subject to the provisions of this Section 15.07.

An employee brought in to fill a job opening as above provided will, if the duration thereof ultimately exceeds 30 days, be removed from the job and returned to the recall list on the 30th day at the latest. The job opening will be filled on such removal in accordance with the provisions of Section 15.07.

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

be those with the shortest service credits provided the requirements of the work can immediately be as well met by the remaining employees in the group. Employees with least service credits will not be the ones removed from the group if such an employee is in the middle of a particular job from which, due to its nature or the stage the job is at it would be impractical to remove him. When this condition no longer exists, the more senior employee of the group who would otherwise have been assigned the work and who has been laid off in accordance with this sub-Section 15.08 (a) will be given the opportunity to be recalled and the lesser service employee will be removed.

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

Other than when the whole work group is laid off under this Section, if an employee would otherwise be laid off (out of the plant) under this sub-Section 15.08 (a) more than fifteen working days in a twelve month period then he will be placed as if sub-Section 15.08 (b) applied to him. Days off work due to plant, vacation or inventory shutdowns will not count as part of the

fifteen days even though some of a work group work during such shut-downs. The work group for purposes only of this paragraph shall be provided in the applicable Local Supplement.

It is clearly understood that a succession of notices shorter than fifteen days will not be used as a means of avoiding the application of procedures set out in this Article 15.

- (b) The Company shall not be required to observe the detailed application of the seniority procedure for transfers or layoffs which exceed fifteen days but not thirty days and in such cases will place affected employees with seniority which may include laying off shorter service employees or, alternatively, by placing them in available jobs for which they are qualified.
- 15.09 (a) An employee with fifty-two weeks of service credits or more who has been out of the plant due to illness or accident for a period not exceeding twenty-four months, or the length of his service credits whichever is the shortest, will, notwithstanding sub-Section 14.03 (c) of this Agreement, if he is still able to do the work, be returned to the job he occupied immediately prior to so leaving the plant provided the job is still there and has not been filled by an employee with greater service credits who obtained the job through the exer-

cise of his rights under Section 15.03. When this employee is so returned to his job, the employee who filled in for him, and any others similarly affected, will be similarly returned to their former positions. If unable so to return, an employee who filled in will receive displacement rights as though removed from his former position due to lack of work.

If the employee returning to work from sickness or accident as referred to above is unable so to return to his job for reason other than inability to fulfill the normal requirements of his work, he will be permitted to displace back into the occupational classification he vacated in his department, in the same manner as if he were exercising normal displacement rights under Section 15.03 of this Article. If he cannot so displace then he will be accorded such other displacement rights under Section 15.03 of this Article as if he had been removed from his occupational classification due to a decrease of forces and, failing placement under this procedure, he will forthwith be placed on the recall list subject to the terms of the Agreement.

- (b) An employee with 5 years or more of service credits who has been absent due to non-occupational illness or accident for a period in excess of two years but not more than three will,

when he reports medically fit to return to work, be considered according to his seniority for any opening on which he can perform the normal requirements. If no such opening exists, he will be placed on the recall list and will have the same rights to be recalled as if he had been laid off for lack of work from the commencement of his absence. Such employee will not be required to notify the personnel office each month of his continued desire to return to work.

15.10 Employees will be grouped by occupational classifications within a department. Seniority lists will be based on service credits with the Company, except that former service credits, restored to an employee under sub-Section 14.04 (c) of Service Rules, will not be included in the determination of an employee's seniority. Seniority lists will be established for each department and posted in that department. These lists will be revised semi-annually and a copy will be supplied to the President of the Local on issuance and semi-annual revisions.

15.11 If a reduction of forces is necessary, the matter will be taken up with the Union Committee. Where possible this will be done three days in advance of any employee receiving notice of layoff. Any employee to be laid off for an extended or indefinite period will be given notice of at least one week or pay for an equivalent period if work is not provided. The

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employee will be advised personally of the reason for the layoff and may, if he desires, have a steward present at that time.

- 15.12 If it is estimated that the work reduction will be for three months or less, and if it is decided to reduce the hours of work instead of reducing the number of employees, then by mutual agreement between the Company and the Local Union, the Company may reduce the number of hours by not more than 10% for the work group affected.
- 15.13 If a reduction of forces caused by a general decrease of production on a plant or department basis or sub-division thereof should be contemplated affecting employees with seniority, the Company and the Local will confer and by mutual agreement the standard work week may be reduced by more than 10% and up to and including 20% in preference to removing such employees from the group. In general such a reduction of hours will not take place until all employees with less than one year of service credits have been removed from the group.
- 15.14 Procedure for upgrading and employees making requests for transfers to other jobs in the Bargaining Unit are as set out in the Local Supplement for each location.
- 15.15 (a) An employee of the Company who is not in the Bargaining Unit, but who has been transferred from what is now the Bargaining Unit and who, in the case of an employee who was so transferred

after June 14, 1961, was at that time an employee with established seniority, may be returned in accordance with his service credits, to what is now the Bargaining Unit to the occupational classification and department in which he last worked in the Bargaining Unit if they are still in existence. In so doing, he may exercise the same rights to a job under the Agreement as if he had remained in what is now the Bargaining Unit. If he is unable so to return, he will be considered as if he had been removed due to lack of work from the occupational classification in which he last worked before leaving the Bargaining Unit and may exercise seniority rights in accordance with this Agreement.

- (b) An employee with six months or more of service credits who is so transferred after 8 April 1967, may be returned to what is now the Bargaining Unit on the basis that, notwithstanding anything in this Agreement to the contrary, in so doing and for the first twelve months thereafter, his service credits, for seniority purposes only, will be that part of his service credits which he had upon being so transferred plus service credits accumulated since, up to a maximum of five years of such subsequently accumulated service credits. After he has accumulated twelve months service credits following his

return to the Bargaining Unit his service credits for seniority purposes will be his total service credits with the Company. Subject to the foregoing; upon being returned to the Bargaining Unit, he may exercise job rights as provided above.

- (c) An employee with six months or more of service credits who is so transferred after March 5, 1980, may be returned to what is now the Bargaining Unit on the basis that, if he is returned within twelve months from the date of his transfer, his maintenance and accumulation of service credits will be calculated in accordance with the immediately preceding paragraph. If he is not returned within twelve months of the date of his transfer then, his seniority within the Bargaining Unit will be the service credits he had on the day prior to the date of his transfer. After he has accumulated twelve months service credits following his return to the Bargaining Unit his service credits for seniority purposes will be his total service credits with the Company.

15.16 An employee with six months of service credits or more who has been laid off will, on making application for employment to another plant of the Company, be given preferential consideration for existing openings on jobs for which he is qualified or can qualify within a period of 60 days.

- 15.17 When an employee with one year or more of service credits is unable to fulfill the normal requirements of the work in his occupational classification due to illness or accident, he will be given the same seniority rights as if he had been removed from an occupational classification due to lack of work. The Company may require in this connection a satisfactory medical certificate to be produced.
- 15.18 Employees may retire at their option as provided in the Company Pension Plan or may be retired by the Company upon reaching the age for compulsory retirement, (age 68).
- 15.19 (a) If an employee with twelve months or more of service credits, who is an elected officer of one of the Locals which is party to this Agreement, is to be removed from an occupational classification due to a decrease in forces for a period in excess of thirty days then the following shall apply:
- If the exercise of his seniority under the preceding seniority rules would result in such an officer being removed from the Bargaining Unit, or, in order to remain in the Bargaining Unit having to take a job in an occupational classification the job rate of which is more than 15% lower than the job rate of the occupational classification from which he is to be so removed, then he may, upon the written request of the Local, displace the shortest service

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employee in the Bargaining Unit whose occupational classification carries a job rate not higher than and within 15% lower than the job rate of the occupational classification from which he is to be so removed and on whose job he can meet the requirements of Note II. In order to do this, he will, to the extent necessary and solely for this purpose, be considered to have greater service credits than such employee. If there is no such employee, then correspondingly and subject to the same conditions, he may take the job of the shortest service employee in the remaining occupational classifications in the Bargaining Unit. The provisions of this sub-Section (a) shall be applicable to an officer only so long as he remains in office. From the time the Company receives notice from the Union that an employee who is holding a job by virtue of being an officer and through the provisions of this sub-Section (a), no longer holds such office, a reasonable amount of time will be allowed in which to rearrange the work force. The maximum number of elected officers to whom the provisions of this sub-Section (a) shall apply will be in accor-

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dance with the number of employees in the Bargaining Unit as follows:

Number of Employees in the Unit	Number of Union Officers
300 or less	4
301 - 2,000	5
Over 2,000	8

- (b) If an employee with twelve months or more of service credits, who is a recognized steward of such a Local, is to be removed from an occupational classification due to a decrease of forces, for a period in excess of thirty days, and if the exercise of his regular seniority would require him either to be removed from the group he represents, or to accept a job in the group he represents in an occupational classification the job rate of which is more than 15% lower than the job rate of the occupational classification from which he is to be removed, then he may, upon the written request of the Local, take the job of the shortest service employee in the group he represents whose occupational classification carries a job rate not higher than, and which is within 15% lower than the job rate of the occupational classification from which he is to be removed and on whose job he can meet the requirements of Note II. In order to do this he will, to the extent necessary and solely for this purpose, be considered to have

greater service credits than such employee. If there is no such employee then, correspondingly and subject to the same conditions, he may take the job of the shortest service employee in the remaining occupational classifications in the group he represents. The provisions of this sub-Section (b) shall be applicable to a steward so long as he remains in office. From the time that the Company receives notice from the Union that an employee who was holding a job by virtue of being a steward and through the provisions of this sub-Section (b) no longer holds such office, a reasonable amount of time will be allowed in which to rearrange the work force.

- (c) All of the provisions of sub-Sections 15.19 (a) and (b) shall apply only to those current officers and stewards whose names, titles, and zones and shifts in the case of a steward, have been furnished in writing to the Company for this purpose prior to the Company giving to such officer or steward notice of removal from a classification due to a decrease of forces.

ARTICLE 16

TRANSFER TO OTHER JOBS

- 16.01 An employee, required to perform temporarily some other job outside his regular work group in lieu of layoff, will be paid for

four hours, or for the half shift if transferred at the beginning of the half shift, at his payroll card rate, based on the best class of work performed most frequently.

- 16.02 Employees transferred to jobs where the learning time is incidental will receive their payroll card rate for one (1) week. At the end of this period their rate will be adjusted in accordance with their performance and the job rate for the new job.
- 16.03 Employees transferred to jobs where a learning time is necessary will be paid their card rate (or if the new job is a lower rated job will be paid in accordance with their performance) and from hereon their payroll rate will be adjusted in accordance with Article 9, Wages.
- 16.04 In filling vacancies on jobs that come within the scope of the collective Bargaining Unit, full consideration will be given to employees already on the payroll before hiring new employees.

ARTICLE 17

GRIEVANCE PROCEDURE

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

- 17.02 If an employee wishes to have a complaint taken up, it will first be taken up orally with his Foreman or Supervisor. He may do this personally, with or without his Steward or he may request the Steward to do it for him. The employee will be present when the matter is discussed by the Steward and the Foreman or Supervisor if the Foreman or Supervisor or the Steward so requests. If the complaint is not satisfactorily disposed of orally within twenty-four hours after its presentation, the Foreman or Supervisor shall within two days of receipt of a written grievance give his decision in writing to the person who presented the grievance.
- 17.03 If the decision of the Foreman or Supervisor is not satisfactory, the Union Grievance Committee may, within eight (8) working days refer the grievance to the Manager's Committee. The Union Grievance Committee will give the Manager's Committee at least four (4) working days' notice in writing of any grievance to be discussed. The Manager's Committee will meet weekly with the Union Grievance Committee composed of not more than three (3) employees of the plant if there are grievances to be discussed. The Manager's Committee will give its answer in writing within four (4) working days after such a meeting. At this stage a full-time representative of the Union may be present when the grievance is being discussed if requested by either party.

- 17.04 If the decision of the Manager's Committee is not **satisfactory** the Union Grievance Committee may, within eight (8) working days, refer the grievance to the President of the Company, or such other person as he may designate. Within eight (8) working days of receipt of such notice a meeting will be held with the Union Grievance Committee composed of not more than three (3) employees of the particular Plant. An answer will be given within eight (8) working days after such a meeting has been held. At this stage a full time representative of the Union may be present if requested by either party.
- 17.05 The time allowances provided in the above Sections may be extended by mutual agreement. If the time allowances or any mutually agreed on extensions are not observed by the Union, the grievance will be considered as dropped; if the time allowances or any mutually agreed on extensions are not observed by the Company, the grievance will be considered as advanced to the next stage.
- 17.06 The aggrieved employee will be present for any discussions if requested by either party.
- 17.07 It is recognized that Stewards, members of committees and Union Officers have regular duties to perform as employees of the Company.
- (a) The Company acknowledges the right of the Union to select Stewards to

assist employees in presenting their grievances to the representatives of the Company. The number of such Stewards and the area within which each one may function will be in accordance with a Local Supplement to this Agreement.

- (b) A Steward will assist in the presentation of a grievance only in the area he represents, except that if a Steward is absent from the plant, the Chief Steward may assist in presenting a grievance in that area.
- (c) A Steward must notify his Supervisor and give specific reason when intending to spend time in respect to a grievance, but the consent or agreement of the Supervisor is not required. He will also report to his immediate Supervisor upon his return.
- (d) A Union representative who is privileged by agreement to take up union business in an area other than his own will first obtain the consent of the Supervisor *in* that area before contacting any employee in that area, but such consent shall not be unreasonably withheld.
- (e) Union representatives will be expected not to absent themselves from the plant during working hours for the conduct of union business other than with representatives of the Company without first obtaining permission from

the Company to be absent. Management will not withhold such permission unreasonably. At least a half shift's notice should normally be given of such request and in the consideration of such request vital production requirements will be considered.

- 17.08 If either party has a complaint with respect to a representative of the other or alleges that there has been a misrepresentation, violation or non-application of this Agreement, or any of the provisions hereof, then either party may give to the other notice in writing of such complaint. Within five (5) working days of receipt of such notice a meeting will be held between the Manager's Committee and representatives not exceeding three (3) in number of the Executive Committee of the Local. The party against whom the complaint has been made will give an answer in writing within five (5) working days of this meeting. If the matter is not thus settled to the mutual satisfaction of the parties, then it may be further dealt with in a manner corresponding to the grievance procedure outlined above, and observing the same requirements as to time allowance.
- 17.09 If, at any of the meetings mentioned in Sections 17.03, 17.04 and 17.08, the President of the Local wants to attend as a fourth employee or representative, that is, in addition to the maximum number of employees or representatives mentioned in Sections 17.03, 17.04 and 17.08, he will, on request

from the Union to the Company, be able to do so. However, it is understood that Article 17 Section 11 will not apply for the President of the Local in such a case.

17.10 In those cases where it is mutually agreed by Management and Union representatives that an inspection of the job would be helpful in settling a grievance, a sub-committee of the Union, not exceeding two in number and who shall be employees of that particular plant shall with representatives of Management, make an inspection of the job.

17.11 For recognized Stewards, Grievance Committee Members or Executive Committee Members the Company will pay fifty percent of the time lost during working hours processing grievances with Management representatives as provided in Sections 17.02, 17.03, 17.04, and 17.08 of this Article.

In cases where the Union requests that the grievor be present at Manager's Committee or President's Designate hearing(s), the Company will pay fifty percent of the time spent at such hearing(s) by the grievor, or in the case of a group grievance one grievor selected to represent the group.

ARTICLE 18

ARBITRATION

18.01 If the decision at the last stage of the grievance procedure does not settle the grievance satisfactorily then the party sub-

mitting the grievance, may, within ten (10) working days of receipt of the said decision, advise the other party in writing of its intention to submit such grievance to arbitration, setting out the specific issues to be arbitrated and the provisions of the Agreement which apply and at the same time, appointing an arbitrator.

- 18.02 Within five (5) working days thereafter, the other party shall appoint an arbitrator.
- 18.03 In the event that the arbitrators so appointed are unable to settle the grievance within three (3) working days after the appointment of the latter arbitrator, they shall select a third person by mutual agreement, who shall act as Chairman of an Arbitration Board.
- 18.04 The time limits specified in the above sections may be extended by written mutual agreement at any time prior to their expiration.
- 18.05 If they are unable to agree upon such a Chairman, the Provincial Minister of Labour will be asked to appoint an impartial Chairman.
- 18.06 No matter may be submitted to arbitration which has not been properly carried through all earlier steps provided for in Article 17, Grievance Procedure (or, in Discharge Cases Article 19) and no person may be appointed as an arbitrator who has been party to an attempt to negotiate or settle the grievance.

- 18.07 The Arbitration Board will not be authorized to make any decision inconsistent with the provisions of this Agreement and/or its Memoranda or Supplements, nor to alter, modify, add to or amend any part of this Agreement or its Memoranda or Supplements.
- 18.08 A claim by an employee that he has been suspended without reasonable cause may be submitted to arbitration subject to Section 18.06 of this Article.
- 18.09 The decision of the Board will be final and binding upon the parties, and recognizing the importance of promptly disposing of all such cases, the Board will be requested to meet at the earliest opportunity and should render its decision within seven (7) working days from the time the matter was referred to them. The decision of a majority of the Board shall be the decision of the Board, and if there is no majority, the decision of the Chairman shall govern.
- 18.10 Where the Board deems it necessary to incur other expenses in connection with the case, the Board will consult with the parties before making its decision re: incurring such expenses. Expenses which may be incurred in connection with the services of the Chairman or arising out of this Section will be borne equally by both parties to this Agreement.
- 18.11 The parties acknowledge that the Board of Arbitration can make a determination in relation to a grievance filed during the term

of this Agreement, concerning the payment of monies which would have been payable to an employee had the Company complied with the terms of this Agreement.

ARTICLE 19

DISCHARGE CASES

- 19.01 If an employee believes that he or she has been unjustly discharged, the matter may be taken up as a special grievance under Article 17, Grievance Procedure, of this Agreement. Any such grievance shall be referred to the Manager's Committee within three working days after the employee has been advised he has been discharged from the Company, and the matter shall be disposed of in accordance with steps provided for in Article 17, Sections 17.03, and 17.04, within seven (7) working days of the time the Manager's Committee receives notice of the grievance, except where a case is taken to arbitration.
- 19.02 Such special grievances may be settled by confirming the Company's decision in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the parties or the Board of Arbitration.
- 19.03 The provisions of Article 18, Arbitration, shall not be available to the discharged employee if, at the time of his discharge, he was a probationer.

- 19.04 If an employee is dismissed without notice, his Steward will be notified, and the employee shall have the right to interview his Steward for a reasonable period of time before leaving the plant.

ARTICLE 20

UNION AND COMPANY REPRESENTATIVES

- 20.01 The Union shall supply the Company with the names of employees who have been elected Union Officers, Grievance Committeemen and Stewards authorized to represent the Union, and will keep the list up-to-date. In the administration of this Agreement, but not its negotiation or the negotiation of renewals, extensions or amendments, Union representatives meeting with Management at the request of Management will be paid for such time as is so taken during working hours.
- 20.02 Employees in number up to one employee for the first one hundred (or such other number as may be provided in a Local Supplement to this Agreement) and one employee for each one hundred employees thereafter or each major fraction thereof in a plant but not to exceed a total of ten employees, subject to the production or work requirements, will be granted permission to be absent in order to attend union conventions.
- 20.03 An employee after one year of service credits with the Company, who is elected or appointed by a Local or Locals named in

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this Agreement to full-time work with such Local or Locals, or who is elected a National Officer or is appointed a National Representative of the Union shall, on making fifteen (15) days prior written application to the appropriate Relations Manager and stating a definite period for the absence, be granted leave of absence during the term of office (but without pay or the time being credited to his service credits) but not to exceed one year. Such leaves of absence may, on receipt of fifteen (15) days prior written application, be extended from year to year but not to exceed a total of five (5) years leave of absence by any one employee during his total employment with the Company.

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

ARTICLE 21

STRIKES AND LOCKOUTS

During the term of this Agreement, the Company agrees that there shall be no lockout; and the Union agrees that there shall be no strike or other stoppage of or interference with work.

ARTICLE 22

UNION NOTICES

The Company agrees that Company bulletin boards shall be available to the Union for the posting of union notices. All notices to be posted shall be of a non-controversial nature and shall first have the approval of the Department Manager or his designate and he will arrange for posting.

ARTICLE 23

LEGISLATION

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

ARTICLE 24

INFORMATION TO THE UNION

- 24.01 Copies of all general notices which are posted on the plant bulletin boards which deal with hours, wages or working conditions will be sent to the office of the local Union.
- 24.02 Lists showing those employees who have been hired or rehired, released, laid off in lieu of transfer or transferred through the Personnel Department will be sent weekly to the office of the local Union. The lists will show the name, occupational classification, department and service credits.

24.03 In addition to 24.01 and 24.02 above, wage information showing the code number, occupational classification, number at each earned rate, high, low and weighted average will be supplied to the Union by the Company every twelve months for the life of this Agreement, covering the period of the third quarter of the year to be delivered to the Union by October 31st of each year.

ARTICLE 25

NATIONAL SECURITY

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

In the event an employee is directly affected by action taken in order to fulfill these obligations, he will be informed of the Company's reason for such action. Any alternative work available to the employee will be discussed with him and the Union.

ARTICLE 26 *C 3/10*

JURY DUTY *1*

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

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

ARTICLE 27

ABSENCE DUE TO DEATH IN THE FAMILY

27.01

An employee with one month or more of service credits who is absent from work solely due to the death and funeral of the father, mother, son, daughter, husband or wife of the employee will be granted five (5) working days leave of absence which must normally include the day of death or the day of the funeral, and will be reimbursed by the Company for time lost from his regular schedule as a result of such leave.

27.02

An employee with one month or more of service credits who is absent from work solely due to the death and funeral of the brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild of the employee, will be granted three (3) working days' leave of absence which must normally include the day of death or the day of the funeral, and will be reimbursed by the Company for time lost from his regular schedule as a result of such leave.

27.03

An employee with one month or more of service credits who is absent from work solely to attend the funeral of one of his grandparents will be compensated for time

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so lost by him from his regular schedule by reason of **such** absence **up** to one day

27.04 Compensation for such time so lost will be at the employee's card rate.

ARTICLE 28

MODIFICATION

- (R) Either party to this Agreement may, between November 1, 1991 and November 20, 1991 inclusive, or any subsequent anniversary thereof, give to the other in writing proposed modifications or revisions of any of the provisions hereof. The parties will meet for the purpose of negotiating such modifications or revisions within fifteen days after such notice is given. Such negotiations will not continue beyond the expiration or renewal date of the Agreement, unless the parties mutually agree to extend the period of negotiations.

ARTICLE 29

TERMINATION

- (R) This Agreement will be binding upon the parties hereto and become effective from the 5th day of March 1989, and will be in full force and effect until March 4, 1992, and, unless either party gives to the other written notice of termination between October 21, 1991, and October 31, 1991, inclusive or any subsequent anniversary thereof, then it will continue in effect for a further year without change, and so on from year to year thereafter unless modified as provided for above.

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

For
GENERAL ELECTRIC CANADA INC.

BH Martin

R O'Leary

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GM

COMMUNICATIONS AND ELECTRICAL
WORKERS OF CANADA (CWC) and its Local
544.

Paul Dempsey

Don Cottle

Sean Jay

Blenn Patterson

Dated this 7th day of February 1990.

1989 – 1992

MEMORANDUM

TO THE

COLLECTIVE AGREEMENT

BETWEEN

GENERAL ELECTRIC CANADA INC.

AND THE

**COMMUNICATIONS AND ELECTRICAL
WORKERS OF CANADA (CWC)
ON BEHALF OF ITS LOCAL 544**

(R) MEMORANDUM TO THE AGREEMENT dated the 5th day of March 1989 supplemental to a Collective Agreement of same date (hereinafter called "the Agreement"), made between General Electric Canada Inc. and the Communications and Electrical Workers of Canada(CWC) on behalf of its Local 544.

WHEREBY IT IS AGREED as follows:

A. DEDUCTION OF UNION DUES

1. Upon the written request of the appropriate Local that dues deductions not be made during multi-week vacation shutdowns, the Company will not make such deductions for these weeks in those plants where the Company already omits some deductions from the pays for these weeks.
2. In Section 4.01 of Article 4, Deduction of Union Dues of the Agreement the words "appropriately certified" shall mean that if the amount of the regular union dues is changed, the Union will confirm the change by letter to the Company. The letter will include the amount of the new authorized regular union dues and the date the Union wishes to have the new dues become effective. In establishing such date, the Union will give the Company sufficient notice to enable it to implement the necessary change.
3. The Company will supply to the Local Union, monthly, a list of employees from whom union dues were deducted.

B. WAGES

Effective on ratification, the following wage increases are to be effective:

- (R) 1. Roll in the existing COLA of thirty-six cents (36 per hour to all Job Rates.
- (R) 2. Apply General Increases to all Job Rates as designated in Table "A" and reflected in the schedules A and B incorporated in the Memorandum of Settlement ratified March 3, 1989.
- (R) 3. **Retroactivity**
Employees on the payroll at the date of ratification and those who were laid off due to lack of work after March 4, 1989, will receive the equivalent cents per hour by which their Job Rate is increased for all hours paid, from the start of the payroll period following March 5, 1989, to the date that the initial wage increase is applied.
- (R) 4. In all three years, the following will apply:
 - (a) All employees to receive the equivalent cents per hour by which their job rate is increased.
 - (b) Rate ranges on hourly schedules, for those classifications that have ranges, will be calculated on the basis of the job rate minus 6%, or 8% on the understanding that the minimum rate for any wage step will not be less than the minimum rate for the next lower wage step in the rate schedule. 6% ranges will apply to those occupational classifications with current job rates up to and including \$12.10; 8% ranges

will apply to those classifications with current job rates in excess of \$12.10. This percentage differential will be maintained throughout the life of the Agreement.

C. ONTARIO HEALTH INSURANCE PLAN 075

The Company will pay 75% of the current O.H.I.P. premium.

Effective March 7, 1985, for layoffs which begin on or after that date, for employees who are age 55 or older, and who are eligible for a pension under the Company Pension Plan commencing at age 60, the Company OHIP premium subsidy, where applicable, will be continued to age 60. This is of course contingent upon the affected employee paying the employee share of the OHIP premium.

D. WAGE CONTINUANCE $\frac{7023 \cdot 14}{529} = 067995$

The Company will pay hourly employees with service credits totalling three months or more, 66 2/3% of a day's pay for the 4th work day or the 4th and the 5th work days of absence while totally disabled as the result of non-occupational sickness or accident, excluding absences due to pregnancy, provided wages or weekly sickness and accident benefits are not payable for such days. A medical certificate or other proof may be required.

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

E. ARTICLE 10 - VACATIONS WITH PAY

1. It is understood that if an employee is absent due to non-occupational illness or accident at June 30th, for the purpose of calculating his vacation pay he will be considered to have accumulated any service credits he might be credited with for such absence to that date on his return to work.
2. It is understood and agreed by the parties that an employee absent from work due to an industrial accident and receiving temporary disability compensation at the vacation shutdown will be paid vacation in accordance with service credits accumulated during the vacation year but not less than the amount necessary to make up the difference between his temporary disability compensation and his normal vacation pay.


F. UNION REPRESENTATIVES ELECTED OR APPOINTED TO, AND ENGAGED IN FULL-TIME WORK FOR A LOCAL OR LOCALS PARTY TO THIS AGREEMENT

Notwithstanding anything in the Collective Bargaining Agreement between the parties to the contrary, employees granted a leave of absence for and engaged in full-time work for a Local or Locals which are party to this Agreement, under Section 20.03 "Union and Company Representatives", or in connection with any current Letter of Understanding in connection therewith, shall be considered to have service credits for purposes of seniority and vacation only, for such periods of time during such leave of absence as they are engaged in such full-time work.

This shall be retroactive to include all the time so spent on such leaves of **absence by** such full-time Union Representatives as are currently on **leave** of absence for and engaged in such full-time work as of this date and also, shall include, full-time representatives who have returned to the Company's employment. On his return to work with the Company, vacation will be granted such employee based on the years of service he has been credited with and his vacation pay allowance will be pro-rated to reflect the service credits earned from the date of his return, to the end of the vacation year. This provision will commence with the vacation year ending June 30, 1978.

For
GENERAL ELECTRIC CANADA INC.

BH Martin



For the
COMMUNICATIONS AND ELECTRICAL
WORKERS OF CANADA (CWC) on behalf of its
Local 544.

Lawet Tempert
Don Pate

Jean Jay
~~John Jay~~
Blenn Patterson

Dated this 7th day of February 1990.

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm the Company's undertaking regarding the hourly Bargaining Units that when new jobs are first created which will not be classified under the previously existing occupational classifications included in the Agreement, and which will require the exercise by persons in the Bargaining Unit of new skills, not known to be held by persons in that Bargaining Unit, then persons who are already employees will, to the extent practical, be given the opportunity to be trained in the required new skills for such jobs.

In the administration of the first paragraph above, subject to the provisions of Section 15.04 of Article 15, Decreasing and Increasing Forces, in the selection of employees for such opportunities the Company will first consider the more senior employees in the department where the new job occurs who are willing to be trained in the new skills and whose skill, new experience and qualifications qualify them for training on the skills. If no selection is made from this department, then consideration will be given to those employees who are willing and

meet the conditions as above. If assignment to such a new job results in an employee being assigned to a higher rated job, such a placement shall not be considered to come under Article 15, Decreasing and Increasing Forces, Section 15.14.

For time spent on such training, such an employee will be paid his day rate for his previous occupational classification, but not to exceed the job rate for the new job.

The parties recognize the difficulty of providing in a letter all details arising out of the selection of employees under such conditions, and if matters arise not herein provided for, an effort will be made to work out appropriate solutions.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

The following will confirm the understanding and agreement of the parties:

1. The Company and Union agree to meet, upon request made by either party at the end of 12 months from the effective date of settlement, and discuss problems, if any, arising out of the application of the seniority provisions of the Agreement and the amount of overtime worked in relation to reduction of forces in the application of such seniority provisions.
Such discussions will be undertaken in an endeavour to resolve such problem in a manner satisfactory to both parties.
The discussions will not continue beyond two weeks from the date of commencement of the meeting unless extended by mutual agreement.
2. The Company is willing to meet with the Union at the Union's request at any time during the nine month period following the effective date of settlement to discuss problems which relate to abnormal overtime.

Overtime is deemed to be abnormal when the number of overtime hours worked by an individual during a given week exceeds twenty (20) hours.

Recognizing that certain operations may require some overtime to be worked, the Union may, in those cases where it considers that consistent overtime is not necessary, raise the particular case with local management and discuss the same in accordance with the foregoing.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

I confirm the foregoing

G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

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

An employee whose job is directly eliminated by the transfer of a product line and who as a consequence is transferred under any of the provisions of Article 15 shall be paid on any job to which he is transferred in the plant at a rate not less than the regular hourly day work rate of the job eliminated for up to 26 weeks immediately following the transfer.

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

tial consideration the Company will take into account the relative seniority of such employees.

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

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

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This letter will confirm the Company's undertaking to the effect that if an employee with twelve months' service credits or more requests an opportunity to be employed in another plant of the Company on a job for which he is qualified, the Company will give him preferential consideration for open jobs in that plant.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

In the administration of Article 15, sub-Section 15.07 (a), the Company will write to the employee at his last address recorded with the Company in the twelfth month of his layoff drawing his attention to the necessity to contact the Personnel Office at the appropriate Plant at least once each calendar month during his layoff informing the Company of his continued desire to return to work, and enclosing at the same time sufficient copies of a form for this purpose.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

Notwithstanding that the layoff procedure is not meant to provide promotional opportunities, the Company agrees that an employee during job opportunity processing will not be prevented from displacing onto a classification carrying a higher job rate than the classification from which he is removed due to lack of work, providing he meets the applicable requirements of Section 15.03.

Yours very truly,

B.H. Martin
Manager -Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm the Company's undertaking regarding the administration of Article 15, Decreasing and Increasing Forces, Sections 15.06 and 15.09 (b) that while under Article 14, Service Rules, one of the qualifications for the granting of Service Credits under Section 14.05 thereof is that an employee must first return to work, nevertheless when considering an employee for recall, the additional service credits which he would be granted if recalled at that time will be computed and added to the service credits he had at the time of leaving the Plant, for the sole purpose of comparing his recall opportunity with those of other persons on the recall list.

In the event that the person being so considered for recall left the Plant due to non-occupational illness or accident, the computation above referred to will include the time out of the Plant for reasons of both illness and lack of work (maximum total for both reasons, taken together, 12 months).

When an employee has left the Plant due to non-occupational illness or accident, and while he is so

absent his job is affected due to lack of work, when he reports back to the Plant ready for work his service credits will be computed *as* outlined in the first paragraph, for the purpose of determining his job opportunities.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm the Company's undertaking that where the content of an hourly job is changed so that *it* no longer warrants its present job rate, before reducing the job rate, the employee and the Union will be given 3 weeks' notice of such a reduction.

Where such a reduction in job rate does not result in a change of classification for this job, the incumbent will be considered as being removed from his classification due to lack of work if he so desires, and he may exercise displacement rights under the terms of Article 15 of the Collective Agreement.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm the Company's undertaking that in the administration of **Article 11**, Paid Holidays, compassionate cases will be reviewed by the General Manager or his designate.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm our undertaking that while the Agreement dated March 5, 1987 provides in Article 20, Union and Company Representatives, Section 20.03, a maximum total period of five years' leaves of absence for an employee for the purpose of full-time work with the Union, nevertheless those employees presently on leave of absence under this provision, who make applications in accordance with Section 20.03 will be granted additional leaves of absence to be effective during the currency of this Agreement, notwithstanding the five-year limitation provided in the above referred to Section.

Notwithstanding anything in the Collective Bargaining Agreement between the parties to the contrary, employees granted a leave of absence for and engaged in full-time work for a Local or Locals which are party to this Agreement, under Section 20.03 of Article 20, Union and Company Representatives, or in connection with any current Letter of Understanding in connection therewith, shall be considered to have service credits for purposes of seniority only, for such period of time during such leave of absence

as he is engaged in such full-time work. This shall be retroactive to include all the time so spent on such leaves of absence by such full-time Union Representatives as are currently on leave of absence for and engaged in such full-time work as of this date.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

6310
4
This will confirm the undertaking that the Company will consider as absences from work, for which service credits are granted, those absences, approved in advance by the Company, of duly authorized members of the Union's Negotiating Committee who have not less than fifty-two weeks of service credits, for meetings with management representatives in connection with the negotiation of new or revised collective Agreements between the Company and the Union. Prior to negotiations commencing the Union will notify the Company as to the members of their Negotiation Committee.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm our understanding that in the administration of Article 8, Overtime, the distribution of overtime among the employees will be reviewed every three months for the purpose of keeping the distribution of overtime on a fair and equitable basis.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

I confirm the foregoing

G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm the understanding between the parties that in the administration of Article 8, Overtime, Section 8.09, continuous operations is meant to be those operations which by their nature are required to be run on a twenty-four hour day and seven-day week basis as contrasted to a volume situation.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

I confirm the foregoing

G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm the understanding and agreement of the parties that in the application of Section 16.04 "full consideration" shall mean that an employee with established seniority who applies for an open job will be given preference over an individual selected from outside the Bargaining Unit if the employee can meet the normal requirements of the open job in no longer time than the declared time required by such individual.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

I confirm the foregoing

G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

Notwithstanding the provision of Article 14, of the Collective Agreement, this will confirm the understanding that an employee's accumulated service credit date will not be adjusted by reason of absence for disciplinary suspension(s) which occur following March 5, 1977.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This letter will confirm the understanding and agreement that the President* of the CWC Local who is absent from work solely to attend the funeral of a deceased employee of the Local, other than a pensioner, will be compensated for time so lost by him from his regular schedule by reason of such absence up to a maximum of 4 hours.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

* *or his* delegate.

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

In conjunction with the Government's Metric Commission subsidy of 50% of the cost of metric tooling, the Company will re-imburse employees for the remaining 50% of the cost of such measurement-sensitive tooling provided the following conditions are met:

1. (a) Employees have completed their probationary period;
- (b) The Government's Metric Commission has approved payment of the 50% subsidy for the tools involved;
- (c) Employees have had clearance from their supervisor prior to placing the order attesting to:
 - the need for such measurement-sensitive tooling in the performance of his job, and
 - the fact that the employee personally owns equivalent tooling to the imperial standard; and
- (d) the approved tooling is ordered through the Company.

2. The company subsidy has by law to be treated as a taxable benefit.
3. New employees will be expected to include personally owned metric type measurement-sensitive tooling among those needed as a condition of employment.
4. The Company will re-examine its position at the termination of the Government assistance program.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

6/9/89

Dear Mr. Pattinson:

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

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm the Company's undertaking to continue to provide the Union, as in the past, with copies of the Pension Plan performance data, and will include one copy for the Local President.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

Notwithstanding the provisions of Articles 28 and 29 of the Collective Agreement the Company is prepared to accept and discuss with the Local Union its submissions for amendments to the Local Supplements prior to any notification being given under Articles 28 and 29 but not earlier than August 1, 1988.

Yours very truly,

B.H. Martin
Manager - Corporate industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm the agreement reached between the parties that, notwithstanding the provision of Article 7 of the Collective Bargaining Agreement, in multishift operations the Company may find it necessary because of production requirements to establish shift schedules in such a manner that an overlap occurs between the starting times of one shift and the finishing time of the preceding shift.

The Company undertakes however, that in setting up three shift operations, it will not establish overlapping shift schedules solely for the purpose of avoiding the payment of the 0.4 hours paid lunch period as provided in Section 7.03 of the Collective Agreement.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm that, when an employee ceases to receive a temporary total disability compensation from WCB and reports to the appropriate Employment Unit ready for work and the Company is unable to place him immediately (Section 14.06), his eligibility for benefits under the Company Insurance Plan will commence on the date on which he is placed on the recall list and will continue for a period of 12 months from that date or, as long as his service credits are maintained, whichever occurs first.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

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

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

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

An employee whose job is directly eliminated by the transfer of work (as defined above) and who as consequence is transferred under any of the provisions of Article 15 shall be paid on any job to which he is transferred in the plant at a rate not less than the

regular hourly day work rate of the job eliminated for up to 26 weeks immediately following the employee's transfer.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-President
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This letter confirms the agreement of the Company and the Union with regard to Company Notice to the Union in the administration of the provisions of sub-Section 15.04(g)(ii) of the Collective Agreement.

With respect to the installation of robots or automated manufacturing machines, the Company will give a minimum of sixty (60) days' notice to the Union before the use of a robot or an automated manufacturing machine for production in a work area. Such notice will include a description of the function of the device, the expected decrease in the number of represented employees as a direct consequence of

the use of the device, and the anticipated date of the use of the device for production.

Yours very truly,

B.H. Martin
Manager - Corporate industrial Relations

I confirm the foregoing

G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

**RE: Supervisors of Hourly Rated Employees
Represented by the CWC**

Dear Mr. Pattinson:

Supervisors will not ordinarily perform that package of work which is customarily assigned to an hourly rated employee in the bargaining unit. This shall not, however, prevent or limit supervisors from doing work of such a nature in emergencies or other unusual situation; when doing experimental or developmental work; when training employees of the Company or trouble shooting, etc., or when an employee who would ordinarily be assigned the work is absent or unavailable.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

Notwithstanding sub-Sections 14.03(c) and 14.04(a)(ii) of the Collective Agreement, an employee with 52 weeks of service credits or more, who has been absent from work due to disability for a period in excess of 24 months, and has received benefits under the Company's Long Term Disability Plan during this period will, when he ceases to be eligible for benefits under the Company's Long Term Disability Plan, report to the Plant employment office where his employment opportunities will be examined. In considering such opportunities the employee will be given the same seniority rights as if removed from his former occupational classification due to lack of work. If the employee returns to work, he will have his prior service credits restored and will receive service credits for the absence under Section 14.05. If he is not able to return to work he will be placed on the recall list at that time for the period of time appropriate to his service credits at the start of

such absence subject to the provisions of sub-Section 15.07(a). If he is re-employed from the recall list he will have his prior service credits restored and will receive service credits for the absence under Section 14.05.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

This will confirm the undertaking of the parties that in the application of Section 15.04, local Management will schedule information meetings with the Local Union Executive on a regular basis regarding planned implementation of Technological Change.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

March 5, 1989

Mr. G. Pattinson
Industrial Vice-president
Ontario Region and Industrial Offices
CWC, CLC
25 Cecil Street
Suite 201
Toronto, Ontario
M5T 1N1

Dear Mr. Pattinson:

The parties agree that in the administration of Article 26, Jury Duty, employees summoned to Court for selection on a jury will be paid on the same basis as employees serving on a jury.

Yours very truly,

B.H. Martin
Manager - Corporate Industrial Relations

1989 – 1992

GENERAL ELECTRIC CANADA INC.

OAKVILLE EAST PLANT

LOCAL SUPPLEMENT

**TO THE COLLECTIVE AGREEMENT
DATED 5TH MARCH, 1989**

LOCAL 544 – C.W.C., C.I.C.

(R) Agreement dated the 5th day of March, 1989.

BETWEEN **General Electric Canada Inc.**, for its **Oakville East Plant** (hereinafter called "the Company") and the **Communications & Electrical Workers of Canada** and its **Local 544** (hereinafter referred to as "the Union") and

Supplemental to an Agreement dated the 5th day of March, 1989 (hereinafter referred to as "the Agreement").

WHEREBY it is agreed as follows:

1. This Agreement shall be the Local Supplement relating to the Oakville East Plant.
2. **Wages**
The hourly rates to be applied in Oakville East Plant are those shown in the rate schedules attached hereto.

Definitions

Job Rate (J.R.) ~ is the rate paid a qualified operator meeting normal requirements of the occupational classification on which he is working on a day work basis.

3. **Overtime**
It is the policy of the Company that an abnormal amount of overtime will not be worked (emergencies excepted) in a group as a result of a reduction of forces in that group.

Understanding "Group" normally not to exceed those reporting to one Foreman or Supervisor.

4. Deduction of Union Dues

If an employee does not receive a pay in any week or weeks, there will be no deduction made in any succeeding week to cover dues deduction(s) for the week or weeks which have been so missed.

5. Decreasing and Increasing Forces

(a) Regarding Union Representation:

(i) A Member of the Union Layoff Committee will be present when an employee to be laid off is discussing his job opportunities with the Company, providing the employee requests such Union representation. The employee will be informed that he has the right to make this request.

(ii) The Company will pay 100% of the time taken during regular working hours by each seniority representative in connection with discussions with representatives of management related to processing of layoffs up to a maximum of two hours per day. For any such time in excess of two hours per day the Company will pay 50%.

(b) Notwithstanding Note 1 of Section 15:03 of Article 15, an employee who is classified Labourer 12:01 who would otherwise be laid off out of the plant, may, subject to the other requirements of the agreement, displace into the same classification elsewhere in the plant.

(c) Regarding Employees who prefer not to accept job opportunities:

(i) In the event that a person who is being or has been transferred in lieu of layoff, or laid off from an occupational classification prefers not to accept work in an occupational classification which is offered to him, (which work does not require the displacing of another employee) but rather wishes to accept layoff or remain on layoff and if the Company is prepared to accept this, the Company ordinarily will limit his future recall to those occupational classifications which carry a higher job rate than that of the occupational classification which was offered to him as above mentioned.

In the application of the foregoing, the limitation of future recall does not include those occupational classifications from which the person was transferred in lieu of layoff in the twelve months immediately previous to being laid off. Instead, those occupational classifications will be dealt with on an individual basis until such time as the employee is offered recall to his "key occupational classification" which shall have been previously chosen by him from the occupational classifications referred to in this paragraph. An exception will be made to this if his reasons for wishing to

decline the work are sufficient to cause the Company to decide that special consideration is warranted.

- (ii) With regard to returns to occupational classifications on job openings of more than 30 days, if an employee prefers not to accept a return opportunity when it is offered on work which he is qualified to perform, and if this is satisfactory to the Company, then he will lose his return rights to such occupational classification.
- (d) If a job opening is for 30 days or less, then none of the return provisions shall apply.
- (e) When job openings occur in either Plant, the duration of which is thirty days or less, employees on the recall list will have first opportunity to fill these jobs in accordance with Article 15, Note 11. It is understood that employees on the recall list in the Plant where the opening(s) occur will receive first consideration.

Should such employees be recalled at other than the Oakville Plant from which they were laid off their seniority will not count until they have accumulated 30 consecutive days of service.
- (f) A work group referred to in Article 15:08(A), paragraph 3 of the Company/Union Agreement is defined as any one of the following:
 - (1) Fluorescent
 - (2) Large Lamp

-
- (3) Coiling
 - (4) Maintenance
 - (5) Warehouse
 - (6) Materials
 - (7) Base Plant and Base Fill
 - (8) Quality Service Inspection and Quality Control
- (g) In connection with the exercise of preferential seniority under the agreement, the relative precedence of officers as between themselves, and the relative precedence as between officers and stewards within a steward's jurisdiction will be determined in accordance with the then current letter dealing with such matters which is in the hand of the Company from the Local prior to the time notice is given to a union officer or steward that he will be affected by a decrease of forces.
- (h) An employee on notice of layoff with ONE or more years of service credits who is unable to exercise bumping rights in the Oakville East Plant to an occupational classification with a job rate within 10¢ of the job rate of the occupational classification from which he is being laid off, may on application to the Personnel Unit have the opportunity to transfer to an occupational classification in the Oakville West Plant occupied by a probationary employee provided the employee wishing to transfer can meet the normal requirements of the work in accordance with Article 15, Note 11.

- (i) When rearranging within an Occupational Classification, or WHEN AN EMPLOYEE'S JOB IS DISCONTINUED FOR MORE THAN THIRTY DAYS, an employee working on a non-rotating shift who, as a result of the rearrangement is assigned to a different non-rotating shift, will, upon written request to the Personnel Unit, be allowed to transfer to another Occupational Classification on the same shift in the same seniority department by displacing the employee with the shortest service credits where the displacing employee can immediately meet the normal requirements of the work in terms of quality and quantity. THIS DOES NOT INCLUDE SPARES OR REINSPECTION.

When a person is removed from his or her regular shift and is assigned to an alternate shift, his or her displacement rights will not include spares or reinspection unless the employee so desires.

As used herein the occupational classifications and seniority departments will mean:

Shop Operations			Q.C. & Q.S.I.
01-14	03-40	03-61	09-50
01-19	03-45	23-01	09-51
01-20	03-46	03-48	09-52
02-28			

Should problems arise regarding employees being moved from day shift to other shifts, the Plant Layoff Committee and the Manager-Personnel will meet to discuss such problems.

- (j) When seniority problems arise that are not provided for or anticipated by the parties, they will be subject to discussion by the Local Management and the Local Union with the intent of resolving the problem in a satisfactory manner.

6. Transfers, Upgrading & Job Posting

For purposes of Article 6 Transfers, Upgrading and Job Posting, a work area will be one of the following:

1. Fluorescent (Shop Operations)
2. Incandescent (Shop Operations)
3. Base Plant and Base Fill
4. Coiling
5. Quality Service Inspection and Quality Control

- (a) (i) An employee who wishes to transfer within his Seniority Department to a different occupational classification, to a different shift or to a different job within his occupational classification may register his request with the Foreman in the appropriate work area who will keep a written record of all such requests.

Section (6) (a) applies only to employees in the following classifications and whose request was registered at least two months prior to the opening.

(Classifications 01-14, 01-19, 01-20, 02-28, 03-40, 03-45, 03-46, 03-48, 03-61, 23-01, 09-50, 09-51 and 09-52).

- (ii) An employee who wishes to transfer to a different occupational classification may obtain from and file with the Employment Office a request for transfer form on which he will specify the occupational classification he desires. The request will be signed by a representative of the Employment Office and by the employee, and will thereupon be valid for twelve months therefrom, so long as the employee's service credits are unbroken and unless the request is withdrawn by the employee.

The employee will be given a copy of this request and will be informed of the Company's assessment of the then current prospects for an opening in the occupational classification he has requested.

STEP 1

- (b) (i) Job openings in the work area will be filled by first considering those employees within the work area and shift on which the opening occurs and who have registered their request, and subject to the seniority of the other employees who have registered their request with the foreman for such an opening. Next, the Foreman will consider those other employees within the Seniority Department in which the opening occurs and who have

registered their request, and subject to **the seniority** of the other employees who have registered their request with him for such an opening. The above applies only to the following classification:

01-14, 01-19, 01-20, 02-28, 03-46, 03-61, 03-40, 03-45, 03-48, 23-01, 09-50, 09-51, and 09-52.

A job opening may be filled by transferring an employee to a different occupational classification only if there is no one with recall or return rights to that occupational classification.

STEP 2

- (b) (ii) If the opening remains unfilled after the application of Step 1, the Company will next consider employees in the seniority department in which the opening occurs for whom the job would be an upgrading as well as employees who have filed with the employment office a valid request for transfer to that occupation, and whose request for transfer was filed at least two months prior to the requisition being received by the employment office.
- (b) (iii) In filling open jobs in the bargaining unit under Step 1 or 2 above, the Company will consider an employee's

service credits as an important factor but this will not outweigh significant differences in skill and experience.

STEP 3

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- (c) If an open job has not been filled in the manner described above, then this open job, if it is an initial opening or the first subsequent opening which resulted from filling the initial opening will be posted in both the Oakville East Plant and the Oakville West Plant on the understanding that the open job must be for a duration of more than two weeks. If an open job has been posted and there have not been any applications for such open job, then any further open jobs in this job classification within the next 15 days will not require posting.

In applying this job posting procedure, employees in the Occupational Classification, Assembler, Code 01-19, and employees in the Occupational Classification, Assembler, Code 01-20, may apply for a different job within the same Occupational Classification provided the job is:

- (a) in a different area* than the one in which they presently work and
- (b) the job opening is not the same as the one the employee who applies is currently performing, e.g. basing to basing, inspecting to inspecting, etc.

*For this purpose only, areas are defined
as:

- (a) Large Lamp, Fluorescent, Coiling **and** Base Plant for employees in Occupational Classification, Assembler, Code 01-19.
- (b) Large Lamp, Fluorescent, Coiling and Base Plant for employees in Occupational Classification, Assembler, Code 01-20.

Jobs in the above two Occupational Classifications will be identified on the job posting notice by their sub-titles. e.g. Sealex, Basing, Soldering, etc.

The name of the person selected to fill a posted job will be posted on the bulletin board within a period of 14 days after the "Take Down" date on the Notice of Posted Open Job.

Should the employee selected accept the posted job he or she will be placed in the job in as short a period as possible and the employee's code and rate will be changed for the new code and rate no later than fourteen (14) days after posting his or her name as the successful candidate.

Should this person refuse the posted job after the posting of his name as the successful candidate, but before he starts on the job, the job will be posted as provided in (e) below, for a second time.

- (d) An employee who applies for a posted job will be given preference over a new hire

if he can meet the requirements of the job in no longer time than that required by a new employee.

- (e) An open job which is posted will be posted on the plant bulletin boards for a period of three working days. Within three working days of the date of posting, employees with established seniority may file with the Employment Office written applications for transfer from their present occupational classification to the open job. Nothing in this Section shall be construed as restricting the right of the Company to man such openings on an interim basis pending the determination of the person entitled to fill the opening however, it is understood that the time spent by such an employee on the job will not be taken into consideration in the selection of candidates for this opening should the said employee apply for the job.

In posting an open job, the Company will stipulate the required qualifications for the job.

In filling in a written application for a posted job, the employees will state their qualifications for the job.

Jobs to be posted will be posted in both the Oakville East Plant and the Oakville West Plant.

- (f) An employee with established seniority may apply for a posted job in the Plant other than the Plant where he is employed, in the customary manner.

Employees in the Plant where the opening occurs will receive first consideration.

If the open job is not filled by an employee-applicant from the Plant where the opening occurs, then employee-applicants from the other Plant will receive consideration before hiring a new employee.

If transferred from one Plant to the other through Job Posting, the employee will have seniority rights only within the Plant in which he is working.

However, if he is removed from his job due to a reduction of forces within 12 months of his transfer through Job Posting, and exhausts all of his seniority rights so that he is on lay-off, he will then be given the opportunity of displacing any probationary employee in the other Plant on whose job he can perform subject to Article 15, Note 11.

- (g) An employee transferred to an open job as a result of a request for transfer or through job posting will not have a claim on a further job change by these means for a period of twelve months from the date of transfer except in cases where the employee has been at job rate for 6 months or longer and for whom the new job would be an upgrading, or except where the job change was or will be within the same occupation.
- (h) For the purpose of this section, spares or reinspection employees will not be used to avoid the intent of the job filling

procedure.

- (i) For open jobs of 30 days or more, it is understood that skills acquired by an employee after the date of ratification on temporary openings in classifications 01-14, 01-19, 01-20, 02-28, 09-50, 09-51, and 09-52, will not be used to give that employee an advantage over a more senior employee applying for permanent openings in the aforementioned classifications.
7. **Regarding Employees who have on file a request for transfer to a different Occupational Classification.**
- (a) (i) When a representative of the Personnel Office informs an employee of the current prospects for an opening in the occupational classification to which the employee wishes to make a request for transfer, if the employee making the request clearly lacks some of the basic qualifications required for the occupational classification, the Personnel Office representative will inform him of this, and will inform the employee that he will not be further considered for the occupational classification until he has acquired the necessary qualifications, and informs the Personnel Office of this.
 - (ii) When an open job is to be filled by other than someone affected by a decrease of forces, those employees who have on file a valid request for transfer to the occupational classifica-

tion in which such open job is classified will be considered for such open job.

When a decision is made as to who will fill the job, such employees who are not selected will receive notification that their request was considered but that they were not selected.

Such notification will be made in the following manner:

- (a) personally by a representative of the Personnel Office in the case of an occupational classification to which there are five or fewer valid requests on file,
- (b) by written notification from a representative of the Personnel Office in the case of an occupational classification to which there are more than five valid requests on file.

The above will not apply to employees who have been previously informed that they will not be considered for the occupational classification in question until they have acquired the basic qualification(s) referred to in (i) above.

- (b) If at reasonable intervals an employee wishes to make inquiry at the Employment Office, he will be informed of the open jobs (i.e. jobs to which no one currently has recall or return rights¹ which, as of that date, require filling.

While this section does not specify how frequently an employee may make the type of inquiry referred to, it is agreed that such inquiries will not be made more frequently than at monthly intervals.

8. Stewards and Areas

In accordance with Article 17, paragraph 17:07 (a) of the Agreement, the following is a list of the number of Stewards who will be allowed the Local, and the area in which each may function:

Areas		Number of Steward
Incandescent	Day Shift	1
	Afternoon Shift	1
	Night Shift	1
Fluorescent	Day Shift	1
	Afternoon Shift	1
	Night Shift	1
Coiling	Day Shift	1
	Afternoon Shift	1
Maintenance	Day Shift	1
	Afternoon Shift	1
	Night Shift	1
Warehouse		1
Materials	Day Shift	1
	Afternoon Shift	1
Base Plant &	Day Shift	1
Base Fill	Afternoon Shift	1
Quality Control &	Day Shift	1
Quality Service -	Afternoon Shift	1
Inspection	Night Shift	1

The above list does not necessarily indicate seniority departments.

-
9. Seniority Departments
Shop Operations
Maintenance
Material Handling
Warehouse
Quality Control and Quality Service Inspection

10. Discipline

When an employee is suspended without notice, the employee will be told that he may see his steward for a reasonable period of time before leaving the Plant.

The verbal interview between an employee and his supervisor will be a separate interview and if an Interview Record is to be issued it will take place at a later interview. A Union Representative may be present, if an employee so requests, when the employee is given an interview record which records a warning notice by his Foreman or Supervisor or draws the attention of the employee to matters requiring improvement in his performance. The employee will, in such cases, be informed that he may have a Union Representative present.

11. Employee Performance

A Foreman or supervisor who issues a derogatory interview record concerning an employee will review the record six months later, and will record in the employee's file a note concerning the up-to-date status of the matter covered in the earlier interview record. He will inform the employee that such note has been so recorded.

12. Working Conditions Safety and Health

A safety and Health Committee is established in accordance with Article 3 of the Master Agreement composed of 3 members appointed by local Management and 3 employees of the Oakville East Plant, appointed by the local Union.

Health & Safety Committee Guidelines

The initial term of office for the Chairman is to be 3 months. The Company and Union will then rotate in occupying the position. Term length may be varied if it is felt to be inadequate.

The Chairman will arrange, through Personnel, to have union H&S Committee members' supervisors notified, well in advance, of upcoming meeting and allow for their attendance.

The Chairman will vote only in case of a tie, in accordance with standard practices in "Roberts Rules of Order".

The Chairman will set the agenda, with input from committee members, and issue same at least 5 days before the next meeting.

Variations to the preceding guidelines may be made with the approval of the Health & Safety Committee.

Safety Shoes

The anniversary date for future safety shoe subsidies will be based on the most recent purchase date prior to the signing of the 1980 memorandum in the case of existing employees and the first purchase date in the case of new employees.

13. Temporary Help

Temporary help will not be hired on day shift on jobs lasting in excess of two weeks.

14. Overtime

It has been agreed that operators are being informed prior to Friday when overtime is scheduled *for* Saturday.

15. Identification of Retroactive Payments, etc.

Additional payments such as retroactive payments, payroll corrections, etc. will be identified on the pay cheque stub.

16. Distribution of Pay Cheques

Management agrees that when a holiday occurs on Monday every effort will be made to distribute pay cheques to day shift employees on Thursday.

The Company has implemented a system whereby pay cheques will be distributed in sealed envelopes.

17. Starting Time

Fluorescent employees will not be permitted to start work prior to their regular starting time in the Fluorescent Units.

18. Phoning Absent Employees

When it is necessary to contact an employee regarding absenteeism, the phone call will be made by the Personnel Unit.

19. Marketing, Warehouse Vacation

Marketing Management will follow the procedure as has been arranged for previous vacation periods in allocating vacations to Shippers. The Foreman of the Warehouse will consult with each Shipper, and to the best of his ability and subject to the needs of the business, allocate vacations to the satisfaction of the Shippers.

Management will staff the work force in the Warehouse in order that the Shippers can have vacations as arranged by the previous procedure.

20. Protective Clothing

The Company will provide white trousers for the use of the Moveman-Trucker in the Fluorescent bulb wash area when the Moveman Trucker is on afternoon shift. Clothing will be supplied and cleaned for the use of the Maintenance Mechanic Code 13-05 who performs the daily maintenance work on number 8 Fluorescent Unit.

The shrinkage truck driver (Truck Driver - Licensed) will be provided with coveralls and a suitable outdoor coat for winter.

The afternoon shift shrinkage driver will be provided with coveralls.

A Protective apron will be made available to employees in the Flange areas.

(A) **Employees working in the IMG Flange area in occupational classification 01-20 will be provided with a suitable protective smock.**

The Company will provide the use of individual shop coats for Maintenance employees in the maintenance Seniority Department in the following occupational classification. The coats will bear the employees' name and will be laundered by the Company.

20-16 Toolmaker
20-17 Toolmaker
13-74 Machine Maintenance
05-01 Electrical Maintenance
05-23 Electrical Maintenance Electronics
56-10 Apprentices
13-20 Millwright
15-01 Oiler and Maintenance
22-22 Vacuum Maint. Mech. and Valve Lapping
19-39 Storekeeper

(R) The Company will replace the protective clothing supplied to maintenance employees not more frequently than once every two years.

21. Shifts

1. This will confirm that when there is a reduction or addition of forces on a second or third shift Manufacturing operation resulting in the rearrangement of the work force, Management will make every reasonable effort to balance production requirements with the preference of employees to work on a day shift.
2. When a new crew or a new package of work is to be added to the operation, Management will endeavour to give preference to day shift and the Union will be informed.

22. Heat Procedure

1. When employees report for work, they will go to their work stations and start to work regardless of the temperature inside or outside the plant.
2. When employees in a department begin to consider going home because of the heat, this fact will be relayed to management through the employees' steward.
3. No Comfort Index readings will be taken prior to 10:00 a.m. and after 10:00 a.m. not more frequently than at half hour intervals.
4. No Comfort Index reading will be taken prior to half an hour after the second and third shifts commence work and not more frequently than at half hour intervals thereafter.
5. If a vote is taken and the employees vote to remain at work, a second vote will be permitted. The second vote will not take place sooner than one hour after the first reading of 78 and provided the Comfort Index is 78 or greater.
~~Should the employees vote to remain at work on the second vote an additional~~ break will be permitted and the employees will remain at work during the balance of the day.
6. If the Comfort Index is 78 or more, the employees will be permitted to hold a secret ballot which will be conducted by two people; the steward of the department and the foreman, or his delegate.

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7. Voting applies to employees working in the lamp manufacturing areas. Employees working below the brink will not vote but may be affected by the vote of the employees in the manufacturing areas.

An 80% (79.5 or greater) majority of the employees is required before a department or area of a department is permitted to shut down.

The following will constitute departments or areas for voting purposes:

Large Lamp

IMG-3 Units in the Chapel

One vote with all employees in the manufacturing group participating including employees working on the F307's, Q-Coat and E-Coat, the Flange making machines and the Quality Control employees associated with the manufacturing area.

Fluorescent

Each unit to have a separate vote, and employees associated with the particular type of lamp on a particular unit to vote with the unit, including Quality Control employees.

Coating Room employees and other employees not clearly associated with a particular unit will be assigned to a unit for voting purposes.

Coiling

When a heat vote is taken in IMG-3 Units and the employees vote to go home, then Coiling area employees will be offered the choice of going home as well. However, if there is work available in the Coiling area, Coiling employees may elect to remain at work.

Brightstik

When a heat vote is taken and the employees on the Fluorescent Units vote to go home, then a vote will be taken in Brightstik with all employees participating including one Quality Control employee.

Possis Pack, Repack, Lacquer Room

One vote with all employees in Possis Pack, Repack and the Lacquer Room participating.

- (R) 8. The following will operate in conjunction with the Heat Procedure and covers the two week period immediately prior to the summer vacation shutdown and the two week period immediately following the summer vacation shutdown.

The company will post in advance a list of essential production work scheduled for each of the above periods.

When a heat vote is taken on a unit or in an area and employees vote to leave, employees who prefer to remain at work will report to their Foreman or Manager.

Work available for the remainder of the shift will be determined by balancing the skills

possessed by the employees who volunteer and the skills required to meet the production requirements. Volunteers will be assigned to jobs based on their seniority, skills and preference. During the above periods, the company will distribute this work equally among the employees who volunteer provided the volunteers can meet the requirements of the work to be done.

If there are volunteers for who no essential work is available, it is understood that they will leave in accordance with the heat procedure.

23. Job Posting Notices

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A copy of Job Posting Notices will be sent to the Chief Steward.

24. Temporary Opening

When a Foreman is knowledgeable of an initial temporary opening being in excess of 30 days, the job will be filled in accordance with the Requests in the Foreman's book, and will be filled by the same procedure as filling open jobs.

25. Workmen's Compensation Claims

When an employee has an approved W.C.B. disability benefit accrued and experiences a delay in receiving benefits from the W.C.B., the Company is prepared on request of such an employee to make a cash advance until such time as benefits from W.C.B. start. This advance is to be repaid to the Company when the employee receives benefits from W.C.B. The

foregoing to be administered in accordance with the Location's established practice.

26. Suggestion Awards

Separate cheques will be issued to cover Suggestion Awards. Income Tax only will be deducted from such cheques.

27. Hourly Rates

The appropriate hourly rate will be printed on the employees' cheque stubs as soon as this can be arranged with Payroll.

28. Wage Continuance

When Wage Continuance payments are included in an employee's weekly pay cheque, a "Pay Adjustment" form will be attached to the cheque stub indicating such payment.

29. Vacations

Plant shutdown(s) for vacation purposes as set out in Article 11, will be determined and posted on bulletin boards as early as possible in each year by Local Management, and in any event not less than 6 months in advance of such shutdown(s)

(R) The duration of the summer vacation shutdown will be 4 weeks. If production is required in one or more areas for part or all of this period, the work will be offered first to employees whose vacation entitlement is less than the shutdown period and then to temporary employees providing they can meet the requirements of the work to be done.

30. New Hires

Foremen will introduce all new hires to the area steward or chief steward in the absence of the area steward.

31. **Dual Classification for Spares (01-19& 01-20)**

Management agrees that spares who have performed work in 01-19 and 01-20 occupational classifications will be dual coded.

32. **Temporary re-assignments**

In re-assigning employees to another work area temporarily, assignments will be filled, in order of seniority, starting with the shortest service employee who can be made available and who can immediately meet the normal requirements of the work.

Management agrees to provide an up-to-date list at least once every 6 months identifying employees who are Spares, who are Re-inspection and who are Repack.

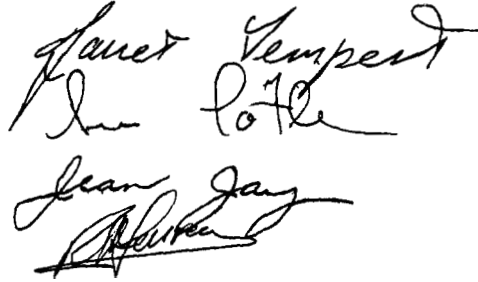
Dated this 7th day of February 1990.

For the General Electric Canada Inc.

Handwritten signatures for General Electric Canada Inc. The first signature is 'Bob G...'. The second signature is 'Don P...'. The third signature is 'G...'.

Bob G...
Don P...
G...

For the Communications, Electronic, Electrical
Technical and Salaried Works of Canada
Local 544, Oakville East Plant.

Handwritten signatures for Communications, Electronic, Electrical Technical and Salaried Works of Canada Local 544, Oakville East Plant. The first signature is 'G...'. The second signature is 'L...'. The third signature is 'Jean Jay'.

G...
L...
Jean Jay

(R)

**SCHEDULE OF RATES
OAKVILLE EAST PLANT**

The following Schedule of Rates is effective March 6, 1989

Code	Occupational Classification	Range of Rates Job Rate
01-14	Exhaust and/or Sealer and/or Sealer preheat and Unit #4 Coater	12.38 - 12.38
01-19	Assembler	12.32 - 12.32
01-20	Assembler	12.28 - 12.28
02-02	Bright Dip Machine Glass Batch & Base Cement Mix, Mercury Distillation	12.48 - 13.14
02-09	Base Forming M/C Set up & Operate	13.45 - 14.54
02-18	Brightstik Assembly Attendant	14.56 - 15.74
02-28	Backstop	12.41 - 12.41
03-02	Case Seal M/C Opr.	12.48 - 12.80
03-09	Coating Attendant	14.09 - 15.24
03-10	Coating Attendant	13.12 - 14.18
03-11	Coating Attendant	12.53 - 13.55
03-20	Carpenter	13.86 - 14.95
03-38	Chem. Prod. Proc. & Prod.	13.45 - 14.54
03-40	Coiling Misc.	12.41 - 12.41
03-45	Coiling Machines	12.45 - 12.45
03-46	Coiling Machines	12.38 - 12.38
03-48	Coiling Backstop	12.45 - 12.52

03-60	Cleaner	12.28 - 12.28
03-61	Coil Forming -	12.38 - 12.38
05-01	Electrical Maint.	15.84 - 17.04
05-02	Electrical Maint.	13.12 - 14.18
05-23	Electrical Maint. Electronics	15.84 - 17.04
06-01	Fluor. Base Staking M/C Attendant	12.48 - 12.80
06-40	Furnace & Moulding M/C Operator	12.48 - 13.22
07-01	Glass Batch Mix Operator	12.48 - 12.86
08-09	Helper - Trades	12.48 - 12.86
09-50	Inspector	12.45 - 12.56
09-51	Inspector	12.38 - 12.38
09-52	Inspector	12.28 - 12.28
10-01	Janitorial Svcs.	12.45 - 12.45
12-01	Labourer	12.45 - 12.45
13-05	Maint. Mechanic	12.53 - 13.55
13-09	Machine Attendant	14.56 - 15.74
13-10	Machine Attendant	13.45 - 14.54
13-11	Machine Attendant	12.53 - 13.55
13-20	Millwright	14.61 - 15.74
13-51	Mover Trucker	12.45 - 12.52
13-74	Machine Maintenance	15.19 - 16.38
15-01	Oiler and Maint.	12.48 - 12.86
16-01	Punch Press Operator - Automatic Feed	12.48 - 12.80
16-02	Packer	12.45 - 12.52
16-03	Punch Press Set Up & Operate - Automatic Feed	12.48 - 12.86

16-05	Painter – Maintenance	12.48 – 12.86
17-01	“Q” coat Machine Attendant	12.48 – 13.02
18-02	Receiver	12.48 – 13.14
18-03	Receiver & Storekeeper	12.48 – 12.86
19-19	Shipper	12.48 – 13.33
19-20	Shipper	12.48 – 13.02
19-39	Storekeeper	12.48 – 13.14
20-16	Toolmaker	15.82 – 17.04
20-17	Toolmaker	15.19 – 16.38
20-21	Truck Driver Electric & Shipper	12.48 – 13.02
20-22	Truck Driver Elect. & Storekeeper	12.48 – 12.86
20-23	Truck Driver — Lic.	12.48 – 12.86
22-01	Vacuum Maint. Mech.	13.45 – 14.54
22-22	Vacuum Maint. Mech. & Valve Lapping	13.83 – 14.95
23-01	Wire Drawing	12.45 – 12.56
56-01	Apprentice	

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Apprentice Rate Schedules

- During 1st indenture period of 6 months.....12.18
- During 2nd indenture period of 6 months....12.33
- During 3rd indenture period of 6 months.....12.49
- During 4th indenture period of 6 months.....12.81
- During 5th indenture period of 6 months.....12.96
- During 6th indenture period of 6 months.....13.12
- During 7th indenture period of 6 months.....13.45
- During 8th indenture period to 6 months.....13.60

The minimum hiring rate for an occupational classification is the minimum of the rate range for that classification.

**RATE SCHEDULE CONSOLIDATION
KEY POINTS RE. RATE CONSOLIDATION**

1. The parties agree to form a joint Company-Union Implementation Team within 3 months of the date of ratification.
2. There will be no transfer of employees to the new consolidated groupings until after the joint Company-Union Implementation Team is formed and operating.
3. The new Consolidated Rate Schedule (Exhibit A) will be part of the 1989-1992 Collective Agreement. This will enable orderly reclassification during the life of the Collective Agreement.
4. The current hourly rate schedule updated in accordance with Schedules A and B, will remain in effect and be part of the 1989-1992 Collective Agreement, until all employees are reclassified.
5. Employees transferred to the new codes on the Consolidated Rate Schedule will progress to the job rate under the normal provisions of Article 9 of the Collective Agreement.
6. During implementation, employees transferring to a consolidated grouping which includes their former work will transfer at a rate not less than their current card rate.
7. For employees transferred to the new codes on the Consolidated Rate Schedule the Company will provide the training required to enable employees to become more flexible, to enhance

current skills and acquire new skills so as to become qualified.

8. In the event that difficulties are encountered in fitting long-service employees into the new Consolidated groupings, solutions will be recommended by the joint Company-Union Implementation Team.

(R)

EXHIBIT A

Occupational Classification	Previous Code	Previous (Job Rate)	Range of Rates Job Rate
* Denotes Change			
Assembler	01-14	(12.38)	12.28 – 12.38
	03-46	(12.38)	
	03-61	(12.38)	
	01-19	(12.32)	
	01-20	(12.28)	
	03-60	(12.28)	
Assembler	23-01	(12.56)*	12.45 – 12.56
	03-48	(12.52)'	
	03-45	(12.45)	
	03-40	(12.41)	
Janitorial Services	10-01	(12.45)	12.45 – 12.45
Backstop	02-28	(12.41)	12.41 – 12.41
Labourer	12-01	(12.45)	<u>12.45 – 12.52</u> <i>B</i>
	16-02	(12.52)	
	13-51	(12.52)	
Inspector	09-50	(12.56)	12.45 – 12.56
	90-51	(12.38)	
Helper – Trades	08-09	(12.86)	12.48 – 12.86
Material Control	18-02	(13.14)	12.48 – 13.14
	19-39	(13.14)	
	20-22	(12.86)	
	03-02	(12.80)'	

Furnace, Bright Dip, Glass & Cement Mix	06-40 02-02	(13.22) (13.14)	12.48 – 13.22
Shipper	19-19	(13.02)	12.48 – 13.02
Machine Attendant	13-11 17-01	(13.55) (13.02)	12.53 – 13.55
Maintenance Mechanic	13-05 15-01*	(13.55) (12.86)	12.53 – 13.55
Coating Attendant	03-10	(14.18)	13.12 – 14.18
Machine Attendant	13-10 02-09	(14.54) (14.54)	13.45 – 14.54
Chem. Prod. Proc. & Prod.	03-38	(14.54)	13.45 – 14.54
Carpenter	03-20	(14.95)	13.86 – 14.95
Vacuum Maint. Mechanic & Valve Lapping	22-22	(14.95)	13.83 – 14.95
Millwright	13-20	(15.74)	14.61 – 15.74
Coating Attendant	03-09	(15.24)	14.09 – 15.24
Machine Attendant	13-09 02-18	(15.74) (15.74)	14.56 – 15.74
Elect/Electron. Maintenance	05-23	(17.04)	15.84 – 17.04
Toolmaker	20-17	(16.38)	15.19 – 16.38
Toolmaker	20-16	(17.04)	15.84 – 17.04
Apprentice	56-10		


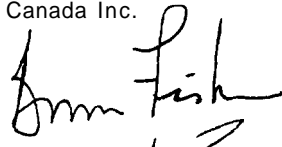

Apprentice Rate Schedules

During 1st indenture period of 6 months....	12.18
During 2nd indenture period of 6 months....	12.33
During 3rd indenture period of 6 months....	12.49
During 4th indenture period of 6 months....	12.81
During 5th indenture period of 6 months....	12.96
During 6th indenture period of 6 months....	13.12
During 7th indenture period of 6 months....	13.45
During 8th indenture period of 6 months....	13.60





Schedule of Rates - Oakville East Plant

Dated this 7th day of February 1990.

For the General Electric Canada Inc.

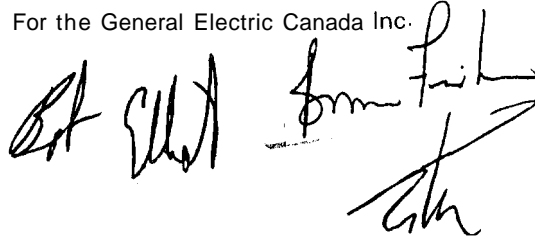
For the Communications, Electronic, Electrical
Technical and Salaried Workers of Canada
Local 544, Oakville East Plant

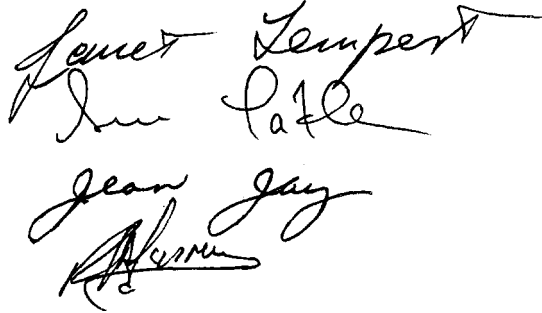
This is to confirm that as per a request from the Union and notwithstanding Article 31 of the East Plant Local Supplement all employees identified as spares will be listed with occupational classification 01-20 for seniority purposes.

DATED February 7, 1990.

For the General Electric Canada Inc.

Handwritten signatures for General Electric Canada Inc. The first signature is "Ed Smith" and the second is "Tom Fink".

For the Communications, Electronic, Electrical
Technical and Salaried Workers of Canada
Local 544, Oakville East Plant

Handwritten signatures for the union. The first signature is "Lester Lemper", the second is "Don Patte", and the third is "Jean Jay".

#1

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

If a subcontractor is required to perform work at the Oakville East Plant, management agrees to inform Local 544 of when the work is scheduled to begin, the nature of the work to be performed, and the reasons therefore.

This information will be given to the Local in advance except when the work is arranged on an urgent basis in which case the Local will be advised as soon as possible.

Martha Jackson
Manager - Personnel
Oakville East Plant

#2

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

This will confirm that in relation to article 24 (East) and article 23 (West) of the local supplement, Management will not ask employees to work excessive overtime to avoid filling an initial temporary opening of over 30 days.

Excessive overtime for the purpose of this letter will mean more than the average overtime being worked by other employees in similar jobs in the area.

Martha Jackson
Manager - Personnel
Oakville East Plant

#3

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

This will confirm our understanding that when an employee is transferred to temporarily perform alternate work the Foreman will ensure that the employee has been provided with sufficient instruction such that the employee can perform the work safely and correctly.

Martha Jackson
Manager – Personnel
Oakville East Plant

#4

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

This will confirm our understanding that a procedure will be established for the purpose of equalizing overtime opportunities for supplementary type overtime, i.e. overtime that is not performed by the employees who regularly perform the work.

The procedure will be as follows:

A list will be posted in each work area on which employees from that work area can indicate their desire to be considered for this type of overtime.

Such overtime hours worked and hours declined (with 6 hour notice) will be recorded.

Employees will be given opportunities for such overtime starting with the employees with the least number of such hours recorded providing they can immediately perform the work.

Distribution of this overtime will be reviewed on the same basis as outlined in letter No. 12 of the Memorandum to the Collective Agreement.

If sufficient employees cannot be found in this manner, employees will next be considered from the list used for maintenance type overtime.

Martha Jackson
Manager - Personnel
Oakville East Plant

#5

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

Re: Extension Bargaining Unit Oakville East Plant

This will confirm that in connection with the announced transfer of the Warehouse Operation at the Oakville East Plant of the Lighting Products Department to a new location at 4500 Mississauga Road in the City of Mississauga, Ontario, the Company agrees to extend the present Oakville East Bargaining Unit of the Communications, Electronic, Electrical, Technical and Salaried Workers of Canada (formerly the International Electrical Radio and Machine Workers IUE) so as to include all hourly rated employees save and except Assistant Foremen/Foreladies, persons above the rank of Assistant Foremen/Foreladies, office staff and persons regularly assigned to watching duties, with such recognition to continue as long as the present Certificate of Certification covering the Oakville East Plant remains in force and effect or until such time as the Company vacates this facility at 4500 Mississauga Road in the City of Mississauga, Ontario

Martha Jackson
Manager – Personnel
Oakville East Plant

#6

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

The Company agrees that for the life of the 1989-1992 Collective Agreement, an employee with 5 or more years of seniority who is on the recall list of one of the two Oakville Plants will be offered recall rights to openings in the other Oakville Plant, subject to Note II and under the following conditions:

1. He would be offered recall rights ahead of any employee on the other plant's recall list having 1 year or less of seniority.
2. The job opening was for over 30 days, and it was not to replace a regular employee who was out due to illness or accident.
3. Once recalled to the other plant, the employee's name would be removed from his original plant's recall list.

Should such a recall right be offered and refused, the employee would no longer be eligible for IEA benefits if the job rate of the opening in question was no more than 7% below the job rate of the classification from which he was laid off.

Refusal of a recall to the other Plant will limit his future recall to that Plant to those occupational classification which carry a higher job rate than that of the occupational classification which was refused.

Martha Jackson
Manager – Personnel
Oakville East Plant

#7

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

This will confirm our mutual understanding regarding the current practice of rotating shifts.

SHOP OPERATIONS AND QUALITY CONTROL

Employees in the following occupational classifications are on fixed shifts:

01-14, 01-19, 01-20, 02-28, 09-50, 09-51, 09-52, 03-40, 03-45, 03-46, 03-48, 03-61, 23-01.

Machine Attendants in Coiling are on fixed shifts per letter dated 21 April 1986.

Employees in all other occupational classifications are on rotating shift where second or third shifts are scheduled for those occupational classifications.

MAINTENANCE

In general, employees in all occupational classifications will be on rotating shifts where second or third shifts are scheduled for those occupational classifications with exceptions such as four Toolmakers/Machine Maintenance (3 Senior Toolmakers/Machine Maintenance and one who covers Base Plant) in the East Plant who are primarily on day shift.

MATERIALS

Employees in all occupational classifications are on rotating shifts where second or third shifts are scheduled for those occupational classifications. One East Plant 19-39 Storekeeper will be primarily on day shift.

SHIPPING

Employees in all occupational classifications are fixed shifts.

Exceptions to the above may occur in situations created to allow for training, maintenance, group leaders, or other specific needs of the business. Employees may trade shifts if mutually agreeable to themselves and to their Foreman.

Should a situation arise which will necessitate a deviation from the above practice, the union will be fully informed prior to implementation.

Martha Jackson
Manager – Personnel
Oakville East Plant

#8

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

The Company agrees to make available the overtime tally sheets for Machine Attendants by hanging them in the Foreman's office in the IMG and in Fluorescent areas. These will show overtime hours worked and overtime hours offered and refused by employees' name.

Martha Jackson
Manager - Personnel
Oakville East Plant

(R) #9

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that the Company is prepared to eliminate the practice of clocking out and in at lunch for those employees who remain in the plant or a designated eating areas on Company property for the duration of the lunch period.

Designated eating areas shall consist of the cafeteria and areas outside the plant where picnic tables have been provided and placed by the Company. This practice will be reviewed on a regular basis by Local Management. If for any reason a return to the former practice is thought to be necessary, the Company will discuss the matter with the Union before effecting the change.

Martha Jackson
Manager – Personnel
Oakville East Plant

(R) #10

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that the Company and the Union agree to work together to design and implement a productivity program prior to the end of 1989 for the purpose of providing employees with the opportunity to increase their earnings by contributing to increased production.

Martha Jackson
Manager – Personnel
Oakville East Plant

(R) #11

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that it is the intent of the Company to provide 1 weeks notice when an employee working on a non-rotating shift is assigned to a different non-rotating shift as a result of lack of work. In situations where this is not possible, the Company will meet with the Union to discuss and satisfactorily resolve the problem.

Martha Jackson
Manager - Personnel
Oakville East Plant

(R) #12

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that the Company and Union will meet within 3 months following ratification to commence discussions leading to a revision of Article 15, "Increasing and Decreasing Forces", in conjunction with our undertaking to improve employee training and development.

Martha Jackson
Manager - Personnel
Oakville East Plant

(R) #13

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that skilled trades adjustments will
be made to the following trades.

Occupational Classification	Current Rate	Adjusted Job Rate	Skill Adder		
			1st Year	2nd Year	3rd Year
03-20 Carpenter	13.66	14.04	—	—	—
13-20 Millwright	14.11	14.80	—	—	—
20-17 Toolmaker	14.93	15.01	.40	.25	.15
07-17 General Machinist	14.93	15.01	.40	.25	.15
05-23 Electrical Maintenance/Electron.	15.01	15.29	.75	.40	.25
20-16 Toolmaker	15.29		.75	.40	.25
13-78 Moog Operator	15.29	—	.75	.40	.25

Martha Jackson
Manager – Personnel
Oakville East Plant

(R) #14

Oakville East Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

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

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

In order to meet these training objectives, GE Lighting proposes to have the Union involved in a Local Joint Committee whose purpose it would be to identify:

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

and make recommendations to management and employees for the improvement of employee skills and qualifications.

The composition of the Joint Committee will be determined by the Union and Management and will be in place not later than three months following ratification.

Training could include:

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

Programs could include:

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

Joint Committee members who require time from their regular **work** to participate in approved Joint Committee activities will be paid for all time so spent.

Martha Jackson
Manager – Personnel
Oakville East Plant

1989 – 1992

GENERAL ELECTRIC CANADA INC.

OAKVILLE WEST PLANT

LOCAL SUPPLEMENT

**TO THE COLLECTIVE AGREEMENT
DATED 5TH MARCH, 1989**

LOCAL 544 - C.W.C., C.L.C.

(R) Agreement dated the 5th day of March, 1989

BETWEEN Genral Electric Canada Inc., for its Oakville West Plant (hereinafter called "the Company") and the Communications & Electrical workers of Canada and its Local 544 (hereinafter referred to as "the Union") and

Supplemental to an Agreement dated the 5th day of March, 1989 (hereinafter referred to as "the Agreement").

WHEREBY it is agreed as follows:

1. This Agreement shall be the Local Supplement relating to the Oakville West Plant.
2. **Wages**
The hourly rates to be applied in Oakville West Plant are those shown in the rate schedules attached hereto.

Definitions

Job Rate (J.R.) — is the rate paid a qualified operator meeting normal requirements of the occupational classification on which he is working on a day work basis.

3. **Overtime**

It is the policy of the Company that an abnormal amount of overtime will not be worked (emergencies excepted) in a group as a result of a reduction of forces in that group.

Understanding "Group" normally not to exceed those reporting to one Foreman or Supervisor.

4. Deduction of Union Dues

If an employee does not receive a pay in any week or weeks, there will be no deduction made in any succeeding week to cover dues deduction(s) for the week or weeks which have been so missed.

5. Decreasing and Increasing Forces

(a) Regarding Union Representation:

(i) A Member of the Union Layoff Committee will be present when an employee to be laid off is discussing his job opportunities with the Company, providing the employee requests such Union representation. The employee will be informed that he has the right to make this request.

(ii) The Company will pay 100% of the time taken during regular working hours by each seniority representative in connection with discussions with representatives of management related to processing of layoffs up to a maximum of two hours per day. For any such time in excess of two hours per day the Company will pay 50%.

(b) Notwithstanding Note 1 of Section 15:03 of Article 15, an employee who is classified Labourer 12:01 who would otherwise be laid off out of the plant, may, subject to the other requirements of the agreement, displace into the same classification elsewhere in the plant.

(c) Regarding Employees who prefer not to accept job opportunities:

- (i) In the event that a person who is being or has been transferred in lieu of layoff, or laid off from an occupational classification prefers not to accept work in an occupational classification which is offered to him, (which work does not require the displacing of another employee) but rather wishes to accept layoff or remain on layoff, and if the Company is prepared to accept this, the Company ordinarily will limit his future recall to those occupational classifications which carry a higher job rate than that of the occupational classification which was offered to him as above mentioned. In the application of the foregoing, the limitation of future recall does not include those occupational classifications from which the person was transferred in lieu of layoff in the twelve months immediately previous to being laid off. Instead, those occupational classifications will be dealt with on an individual basis until such time as the employee is offered recall to his "key occupational classification" which shall have been previously chosen by him from the occupational classifications referred to in this paragraph. An exception will be made to this if his reasons for wishing to decline the work are sufficient to

cause the Company to decide that special consideration is warranted.

- (ii) With regard to returns to occupational classifications on job openings of more than 30 days, if an employee prefers not to accept a return opportunity when it is offered on work which he is qualified to perform, and if this is satisfactory to the Company, then he will lose his return rights to such occupational classification.
- (d) If a job opening is for 30 days or less, then none of the return provisions shall apply.
- (e) When job openings occur in either Plant, the duration of which is thirty days or less, employees on the recall list will have first opportunity to fill these jobs in accordance with Article 15, Note 11. It is understood that employees on the recall list in the Plant where the opening(s) occur will receive first consideration.

Should such employees be recalled at other than the Oakville Plant from which they were laid off their seniority will *not* count until they have accumulated 30 consecutive days of service.

- (f) A work group referred to in Article 15:08 (a), paragraph 3 of the Company/Union Agreement is defined as any one of the following:
GROUP 1 Sealed Beam
GROUP 2 HID, Arc Tube, Quartz
GROUP 3 PAR 20/30

(R)

GROUP 4 Maintenance
GROUP 5 Materials
GROUP 6 Warehouse
GROUP 7 Quality Service Inspection and
Quality Control

- (g) In connection with the exercise of preferential seniority under the Agreement, the relative precedence of officers as between themselves, and the relative precedence as between officers and stewards within a steward's jurisdiction will be determined in accordance with the then current letter dealing with such matters which is in the hands of the Company from the Local prior to the time notice is given to a union officer or steward that he will be affected by a decrease of forces.
- (h) An employee on notice of layoff with ONE or more years of service credits who is unable to exercise bumping rights in the Oakville West Plant to an occupational classification with a job rate within 10¢ of the job rate of the occupational classification from which he is being laid off, may on application to the Personnel Unit have the opportunity to transfer to an occupational classification in the Oakville East Plant occupied by a probationary employee provided the employee wishing to transfer can meet the normal requirements of the work in accordance with Article 15, Note 11.

- (i) When rearranging within an Occupational Classification, or WHEN AN EMPLOYEE'S JOB IS DISCONTINUED FOR MORE THAN THIRTY DAYS, an employee working on a non-rotating shift who, as a result of the rearrangement is assigned to a different non-rotating shift, will, upon written request to the Personnel Unit, be allowed to transfer to another Occupational Classification on the same shift in the same seniority department by displacing the employee with the shortest service credits where the displacing employee can immediately meet the normal requirements of the work in terms of quality and quantity. THIS DOES NOT INCLUDE SPARES OR REINSPECTION.

When a person is removed from his or her regular shift and is assigned to an alternate shift, his or her displacement rights will not include spares or reinspection unless the employee so desires.

As used herein the occupational classifications and seniority departments will mean:

Shop Operations	O.C. & O.S.I.
01-14	09-50
01-19	09-51
01-20	09-52
02-28	
07-06	

Should problems arise regarding employees being moved from day shift to other shifts, the Plant Layoff Committee

and the Manager - Personnel will meet to discuss such problems.

- (j) When seniority problems arise that are not provided for or anticipated by the parties, they will be subject to discussion by the Local Management and the Local Union with the intent of resolving the problem in a satisfactory manner.

6. Transfers, Upgrading & Job Posting

For purposes of Article 6 Transfers, Upgrading and Job Positioning, a work area will be one of the following:

- 1. Sealed Beam
- 2. HID, Arc Tube, Quartz
- (R) 3. Par 20/30
- 4. Quality Service Inspection and Quality Control.

- (a) (i) An employee who wishes to transfer within his Seniority Department to a different occupational classification, to a different shift or to a different job within his occupational classification may register his request with the Foreman in the appropriate work area who will keep a written record of all such requests

Section (6) (a) (i) applies only to employees in the following classifications and whose request was registered at least two months prior to the opening.

(Classifications 01-14, 01-19, 01-20, 02-28, 07-06, 09-50, 09-51, and 09-52).

- (ii) An employee who wishes to transfer to a different occupational classification may obtain from and file with the Employment Office a request for transfer form on which he will specify the occupational classification he desires. The request will be signed by a representative of the Employment Office and by the employee, and will thereupon be valid for twelve months therefrom, so long as the employee's service credits are unbroken and unless the request is withdrawn by the employee.

The employee will be given a copy of this request and will be informed of the Company's assessment of the then current prospects for an opening in the occupational classification he has requested.

STEP 1

- (b) (i) Job openings in the work area will be filled by first considering those employees within the work area and shift on which the opening occurs and who have registered their request, and subject to the seniority of the other employees who have registered their request with the Foreman for such an opening. Next, the Foreman will consider those other employees within the Seniority Department in which the opening occurs and who have registered their request, and subject

to the seniority of the other employees who have registered their request with him for such an opening.

The above applies only to the following classifications:

01-14, 01-19, 01-20, 02-28, 07-06, 09-50, 09-51, and 09-52.

A job opening may be filled by transferring an employee to a different occupational classification only if there is no one with recall or return rights to that occupational classification.

STEP 2

- (b) (ii) If the opening remains unfilled after the application of Step 1, the Company will next consider employees in the seniority department in which the opening occurs for whom the job would be an upgrading as well as employees who have filed with the employment office a valid request for transfer to that occupation, and whose request for transfer was filed at least two months prior to the requisition being received by the employment office.
- (b) (iii) In filling open jobs in the bargaining unit under Step 1 or 2 above, the Company will consider an employee's service credits as an important factor but this will not outweigh significant differences in skill and experience.

STEP 3

- (c) If an open job has not been filled in the manner described above, then this open job, if it is an initial opening or the first subsequent opening which resulted from filling the initial opening will be posted in both the Oakville East Plant and the Oakville West Plant on the understanding that the open job must be for a duration of more than two weeks. If an open job has been posted and there have not been any applications for such open job, then any further open jobs in this job classification within the next 15 days will not require posting.

In applying this job posting procedure, employees in the Occupational Classification, Assembler, Code 01-14 and employees in the Occupational Classification, Assembler Code 01-19, and employees in the Occupational Classification, Assembler Code 01-20, may apply for a different job within the same Occupational Classification provided the job is:

- (a) in a different area* than the one in which they presently work and
- (b) the job opening is not the same as the one the employee who applies is currently performing, e.g. basing to basing, inspecting to inspecting, etc.

*For this purpose only, areas are defined as:

(R)

- (a) Sealed Beam, HID, Arc Tube & Quartz and Par 20/30 for Employees in Occupational Classification Assembler 01-14.
- (b) Par 38 for Employees in Occupational Classification Assembler 01-19.
- (c) Sealed Beam, HID, Arc Tube & Quartz for Employees in Occupational Classification Assembler 01-20.

Jobs in the above three Occupational Classifications will be identified on the job posting notice by their sub-titles. e.g. Sealing Basing, Aluminizing etc.

The name of the person selected to fill a posted job will be posted on the bulletin board within a period of 14 days after the "Take Down" date on the Notice of Posted Open Job.

Should the employee selected accept the posted job he or she will be placed in the job in as short a period as possible and the employee's code and rate will be changed for the new code and rate no later than fourteen (14) days after posting his or her name as the successful candidate.

Should this person refuse the posted job after the posting of his name as the successful candidate, but before he starts on the job, the job will be posted as provided in (e) below, for a second time.

-
- (d) An employee who applies for a posted job will be given preference over a new hire if he can meet the requirements of the job in no longer time than that required by a new employee.
- (e) An open job which is posted will be posted on the plant bulletin boards for a period of three working days. Within three working days of the date of posting, employees with established seniority may file with the Employment *Office* written applications for transfer from their present occupational classification to the open job. Nothing in this Section shall be construed as restricting the right of the Company to man such openings on an interim basis pending the determination of the person entitled to fill the opening, however, it is understood that the time spent by such an employee on the job will not be taken into consideration in the selection of candidates for this opening should the said employee apply for the job. In posting an open job, the Company will stipulate the required qualifications for the job.
- In filling in a written application for a posted job, the employees will state their qualifications for the job.
- Jobs to be posted will be posted in both the Oakville East Plant and the Oakville West Plant.
- (f) An employee with established seniority may apply for a posted job in the Plant

other than the plant where he is employed, in the customary manner. **Employees** in the Plant where the opening occurs will receive first consideration.

If the open job is not filled by an employee-applicant from the Plant where the opening occurs, then employee-applicants from the other Plant will receive consideration before hiring a new employee.

If transferred from one Plant to the other through Job Posting, the employee will have seniority rights only within the Plant in which he is working.

However, if he is removed from his job due to a reduction of forces within 12 months of his transfer through Job Posting, and exhausts all of his seniority rights so that he is on lay-off, he will then be given the opportunity of displacing any probationary employee in the other Plant on whose job he can perform subject to Article 15, Note 11.

- (g) An employee transferred to an open job as a result of a request for transfer or through job posting will not have a claim on a further job change by these means for a period of twelve months from the date of transfer except in cases where the employee has been at job rate for 6 months or longer and for whom the new job would be an upgrading, or except where the job change was or will be within the same occupation.

- (h) For the purpose of this section, spares or reinspection employees will not be used to avoid the intent of the job filling procedure.
 - (i) For open jobs of 30 days or more, it is understood that skills acquired by an employee after the date of ratification on temporary openings in classifications 01-14, 01-19, 01-20, 02-28, 09-50, 09-51 and 09-52, will not be used to give that employee an advantage over a more senior employee applying for permanent openings in the aforementioned classifications.
7. **Regarding Employees who have on file a request for transfer to a different Occupational Classification.**
- (a) (i) When a representative of the Personnel Office informs an employee of the current prospects for an opening in the occupational classification to which the employee wishes to make a request for transfer, if the employee making the request clearly lacks some of the basic qualifications required for the occupational classification, the Personnel Office representative will inform him of this, and will inform the employee that he will not be further considered for the occupational classification until he has acquired the necessary qualification, and informs the Personnel Office of this.

- (ii) When an open job is to be filled by other than someone affected by a decrease of forces, those employees who have on file a valid request for transfer to the occupational classification in which such open job is classified will be considered for such open job.

When a decision is made as to who will fill the job, such employees who are not selected will receive notification that their request was considered but that they were not selected.

Such notification will be made in the following manner:

- (a) personally by a representative of the Personnel Office in the case of an occupational classification to which there are five or fewer valid requests on file, or
- (b) by written notification from a representative of the Personnel Office in the case of an occupational classification to which there are more than five valid requests on file.

The above will not apply to employees who have been previously informed that they will not be considered for the occupational classification in question until they have acquired the basic qualification(s) referred to in (i) above.

- (b) If at reasonable intervals an employee wishes to make inquiry at the Employment Office, he will be informed of the open jobs

(i.e. jobs to which no one currently has recall or return rights) which, as of that date, require filling.

While this section does not specify how frequently an employee may make the type of inquiry referred to, it is agreed that such inquiries will not be made more frequently than at monthly intervals.

8. Stewards and Areas

In accordance with Article 17, paragraph 17:07 (a) of the Agreement, the following is a list of the number of Stewards who will be allowed the Local, and the area in which each function:

Areas		Number of Stewards
Sealed Beam	Day Shift	2
	Afternoon Shift	1
	Night Shift	1
HID, Arc Tube, Quartz	Day Shift	1
	Afternoon Shift	1
(R) Par 20/30	Day Shift	1
	Afternoon Shift	1
	Night Shift	1
Materials Quality Control & Quality Service Inspection		1

The above list does not necessarily indicate seniority departments.

9. Seniority Departments

Shop Operations
Maintenance
Material Handling
Quality Control and Quality Service Inspection
Warehouse

10. Discipline

When an employee is suspended without notice, the employee will be told that he may see his steward for a reasonable period of time before leaving the Plant.

The verbal interview between an employee and his supervisor will be a separate interview and if an Interview Record is to be issued it will take place at a later interview.

A Union Representative may be present, if an employee so requests, when the employee is given an interview record which records a warning notice by his Foreman or Supervisor or draws the attention of the employee to matters requiring improvement in his performance. The employee will, in such cases, be informed that he may have a Union Representative present.

11. Employee Performance

A Foreman or Supervisor who issues a derogatory interview record concerning an employee will review the record six months later, and will record in the employee's file a note concerning the up-to-date status of the matter covered in the earlier interview record.

He will inform the employee that such note has been so recorded.

12. Working Conditions Safety and Health

A Safety and Health Committee is established in accordance with Article 3 of the Master Agreement composed of 2 members appointed by local Management and 2 employees of the Oakville West Plant, appointed by the Local Union.

Health & Safety Committee Guidelines

The initial term of office for the Chairman is to be 3 months. The Company and Union will then rotate in occupying the position. Term length may be varied if it is felt to be inadequate.

The Chairman will arrange, through Personnel, to have union H&S Committee members' supervisors notified, well in advance, of upcoming meeting and allow for their attendance.

The Chairman will vote only in case of a tie, in accordance with standard practices in "Roberts Rules of Order".

The Chairman will set the agenda, with input from committee members, and issue same at least 5 days before the next meeting.

Variations to the preceding guidelines may be made with the approval of the Health & Safety Committee.

Safety Shoes

The anniversary date for future safety shoe subsidies will be based on the most recent pur-

chase date prior to the signing of the 1980 memorandum in the case of existing employees and the first purchase date in the case of new employees.

13. Temporary Help

Temporary help will not be hired on day shift jobs lasting in excess of two weeks.

14. Overtime

It has been agreed that operators are being informed prior to Friday when overtime is scheduled for Saturday.

15. Identification of Retroactive Payments, etc.

Additional payments such as retroactive payments, payroll corrections, etc. will be identified on the pay cheque stub.

16. Distribution of Pay Cheques

Management agrees that when a holiday occurs on Monday every effort will be made to distribute pay cheques to day shift employees on Thursday.

The Company has implemented a system whereby pay cheques will be distributed in sealed envelopes.

17. Relieving Through Break Periods

Under the present operating system no relieving of the Sealed Beam Sealing Machines will take place during break or lunch periods.

18. Phoning Absent Employees

When it is necessary to contact an employee regarding absenteeism, the phone call will be made by the Personnel Unit.

19. Protective Clothing

Employees working on rewash will be provided with a suitable apron.

- (R) Employees working as the Par 38 painter, code 01-19 will be provided with a suitable shop coat and employees working as Welders in HID, code 01-20 will be provided with a suitable protective smock.

The Company will provide the use of individual shop coats for Maintenance employees in the Maintenance Seniority Department in the following occupational classifications. The coats will bear the employees' name and will be laundered by the Company.

- 20-16 Toolmaker
- 20-17 Toolmaker
- 13-74 Machine Maintenance
- 05-01 Electrical Maintenance
- 05-23 Electrical Maintenance Electronics
- 56-10 Apprentices
- 13-20 Millwright
- 15-01 Oiler and Maintenance
- 22-22 Vacuum Maint. Mech. and Valve Lapping
- 19-39 Storekeeper

- (R) The Company will replace the protective clothing supplied to maintenance employees not more frequently than once every two years.

20. Shifts

1. This will confirm that when there is a reduction or addition of forces on a second or third shift Manufacturing operation resulting in the rearrangement of the work force, Management will make every reasonable effort to balance production requirements with the preference of employees to work on a day shift.
2. When a new crew or a new package of work is to be added to the operation, Management will endeavour to give preference to day shift and the Union will be informed.

21. Heat Procedure

1. When employees report for work, they will go to their work stations and start to work regardless of the temperature inside or outside the plant.
2. When employees in a department begin to consider going home because of the heat, this fact will be relayed to the Management through the employee's steward.
3. No Comfort Index readings will be taken prior to 10:00 a.m. and after 10:00 a.m. not more frequently than at half hour intervals.
4. No Comfort Index reading will be taken prior to half an hour after the second and third shifts commence work and not more frequently than at half hour intervals thereafter.

5. If a vote is taken and the employees vote to remain at work, a second vote will be permitted. The second vote will not take place sooner than one hour after the first reading of 78 and provided the Comfort Index is 78 or greater.

Should the employees vote to remain at work on the second vote an additional break will be permitted and the employees will remain at work during the balance of the day.

6. If the Comfort Index is 78 or more, the employees will be permitted to hold a secret ballot which will be conducted by two people, the steward of the department and the foreman, or his delegate.

An 80% (79.5 or greater) majority of the employees is required before a department or area of a department is permitted to shut down.

The following will constitute departments or areas for voting purposes:

Sealed Beam

Each Unit to have a separate vote.

Quality Control employees and Moveman Truckers and Machine Attendants, associated with a particular type of lamp on a particular unit will vote with that Unit.

H.I.D., Arc Tube, and Quartz

H.I.D. (dayshift) will have a separate vote.

(R)

Arc Tube and Quartz (dayshift) will have the opportunity to leave when the Comfort

Index reaches 78 or greater. Employees who elect to remain will be provided with work subject to the ability of those remaining to meet the production requirements. H.I.D., Arc Tube, and Quartz (afternoon) shift will have a separate vote.

(R)

Par 20/30

(R)

When a heat vote is taken and the employees in H.I.D. vote to leave, employees working in the Par 20/30 area will, on an individual basis, have the opportunity to leave.

Reinspection Area

One vote with all employees in the area participating.

(R)

8. The following will operate in conjunction with the Heat Procedure and covers the two week period immediately prior to the summer vacation shutdown and the two week period immediately following the summer vacation shutdown.

The company will post in advance a list of essential production work scheduled for each of the above periods.

When a heat vote is taken on a unit or in an area and employees vote to leave, employees who prefer to remain at work will report to their Foreman or Manager.

Work available for the remainder of the shift will be determined by balancing the skills possessed by the employees who volunteer and the skills required to meet the production requirements. Volunteers will be

assigned to jobs based on their seniority, skills and preference.

During the above periods, the company will distribute this work equally among the employees who volunteer provided the volunteers can meet the requirements of the work to be done.

If there are volunteers for whom no essential work is available, it is understood that they will leave in accordance with the heat procedure.

22. Job Posting Notices

A copy of Job Posting Notices will be sent to the Chief Steward.

23. Temporary Opening

When a Foreman is knowledgeable of an initial temporary opening being in excess of 30 days, the job will be filled in accordance with the requests in the Foreman's book, and will be filled by the same procedure as filling open jobs.

24. Workmen's Compensation Claims

When an employee has an approved W.C.B. disability benefit accrued and experiences a delay in receiving benefits from the W.C.B., the Company is prepared on request of such an employee to make a cash advance until such time as benefits from W.C.B. start. This advance is to be repaid to the Company when the employee receives benefits from W.C.B. The foregoing to be administered in accordance with the Location's established practice.

25. Suggestion Awards

Separate cheques will be issued to cover Suggestion Awards. Income Tax only will be deducted from such cheques.

26. Hourly Rates

The appropriate hourly rate will be printed on the employee's cheque stubs as soon as this can be arranged with payroll.

27. Wage Continuance

When Wage Continuance payments are included in an employee's weekly pay cheque, a "Pay Adjustment" form will be attached to the cheque stub indicating such payment.

28. Vacations

Plant shutdown(s) for vacation purposes as set out in Article II, will be determined and posted on bulletin boards as early as possible in each year by Local Management, and in any event not less than 6 months in advance of such shutdown(s).

(R) The duration of the summer vacation shutdown will be 4 weeks. If production is required **in one** or more areas for **part** or all of this period, the work will be offered first to employees whose vacation entitlement is less than the shutdown period and then to temporary employees providing they can meet the requirements of the work to be done.

29. New Hires

This is to confirm that the Foreman will introduce all new hires to the area steward or chief steward in the absence of the area steward.

30. Dual Classification for Spares

Management agrees that spares who have performed work in the O1-19 and the O1-20 Occupational Classifications will be dual coded.

31. Spares & Reinspection

In assigning employees to temporary work, all temporary assignments will be filled, in order of seniority, starting with the shortest service employee in the group of Spares who can immediately meet the normal requirements of the work.

If no Spare can immediately meet the normal requirements of the work, then the temporary assignments will be filled, in order of seniority, starting with the shortest service Reinspection employee who can immediately meet the normal requirements of the work.

Management agrees to provide an up-to-date list at least once every 6 months, identifying employees who are Spares and who are Reinspection.

Dated this 7th day of February 1990.

For General Electric Canada **Inc.**

Bob Elliot
Tom L. L. G.M.

For the Communications, Electronic,
Electrical Technical and Salaried
Workers of Canada - Local 544,
Oakville West Plant

Jacques Lempest
Jim Latte

Jean Jay
~~Alvin~~

(R)

**SCHEDULE OF RATES
OAKVILLE WEST PLANT**

5010
-1

The following Schedule of Rates is effective March 5, 1989

Code	Occupational Classification	Range of Rates Job Rate
01-14	Exhaust and/or Sealer and/or Sealer preheat and Unit #4 Coater	12.38 - 12.38
01-19	Assembler	12.32 - 12.32
01-20	Assembler	12.28 - 12.28
02-28	Backstop	12.41 - 12.41
03-02	Case Seal M/C Opr.	12.48 - 12.80
05-01	Electrical Maint.	15.84 - 17.04
05-02	Electrical Maint.	13.12 - 14.18
05-23	Electrical Maint. Electronics	15.84 - 17.04
07-06	Glass Work	12.41 - 12.41
08-09	Helper - Trades	12.48 - 12.86
09-50	Inspector	12.45 - 12.56
09-51	Inspector	12.38 - 12.38
09-52	Inspector	12.28 - 12.28
12-01	Labourer	12.45 - 12.45
13-05	Maint. Mechanic	12.53 - 13.55
13-10	Machine Attendant	13.45 - 14.54
13-11	Machine Attendant	12.53 - 13.55
13-20	Millwright	14.61 - 15.74
13-51	Mover Trucker	12.45 - 12.52
13-74	Machine Maintenance	15.19 - 16.38

15-01	Oiler and Maint.	12.48 – 12.86
16-02	Packer	12.45 – 12.52
19-12	Sealed Beam Mount	14.61 – 15.74
19-19	Shipper	12.48 – 13.33
19-39	Storekeeper	12.48 – 13.14
20-16	Toolmaker	15.82 – 17.04
20-17	Toolmaker	15.19 – 16.38
20-22	Truck Driver Elect. & Storekeeper	12.48 – 12.86
20-23	Truck Driver — Lic.	12.48 – 12.86
22-01	Vacuum Maint. Mech.	13.45 – 14.54
56-01	Apprentice	

Apprentice Rate Schedules

During 1st indenture period of 6 months.....12.18
 During 2nd indenture period of 6 months....12.33
 During 3rd indenture period of 6 months.....12.49
 During 4th indenture period of 6 months.....12.81
 During 5th indenture period of 6 months.....12.96
 During 6th indenture period of 6 months.....13.12
 During 7th indenture period of 6 months.....13.45
 During 8th indenture period to 6 months.....13.60

The minimum hiring rate for an occupational classification is the minimum of the rate range for that classification.

RATE SCHEDULE CONSOLIDATION
KEY POINTS RE. RATE CONSOLIDATION

1. The parties agree to form a joint Company-Union Implementation Team within 3 months of the date of ratification.
2. There will be no transfer of employees to the new consolidated groupings until after the joint Company-Union Implementation Team is formed and operating.
3. The new Consolidated Rate Schedule (Exhibit B) will be part of the 1989-1992 Collective Agreement. This will enable orderly reclassification during the life of the Collective Agreement.
4. The current hourly rate schedule updated in accordance with Schedules A and B, will remain in effect and be part of the 1989-1992 Collective Agreement, until all employees are reclassified.
5. Employees transferred to the new codes on the Consolidated Rate Schedule will progress to the job rate under the normal provisions of Article 9 of the Collective Agreement.
6. During implementation, employees transferring to a consolidated grouping which includes their former work will transfer at a rate not less than their current card rate.
7. For employees transferred to the new codes on the Consolidated Rate Schedule the Company will provide the training required to enable employees to become more flexible, to enhance current skills and acquire new skills so as to become qualified.

8. In the event that difficulties are encountered in fitting long-service employees into the new Consolidated *groupings, solutions* will be recommended by the joint Company-Union Implementation Team.

(R)

EXHIBIT B

Occupational Classification	Previous Code	Previous (Job Rate)	Range of Rates Job Rate
• Denotes Change			
Assembler	07-06	(12.41)	12.28 - 12.38
	01-14	(12.38)	
	01-19	(12.32)	
	01-20	(12.28)	
Backstop	02-28	(12.41)	12.41 - 12.41
Labourer	13-51	(12.45)	12.45 - 12.52
	16-02	(12.52)	
Inspector	09-50	(12.56)	12.45 - 12.56
	90-51	(12.38)	
Helper - Trades	08-09	(12.86)	12.48 - 12.86
Receiver, Storekeeper & Driver	19-39	(13.14)	12.48 - 13.14
	20-22	(12.86)	
Maintenance Mechanic	13-05	(13.55)	12.53 - 13.55
Machine Attendant	13-11	(13.55)	12.53 - 13.55
Vacuum Maint. Mechanic	22-01	(14.54)	13.45 - 14.54
Production Mechanic	19-12	(15.02)	13.89 - 15.02
	13-10	(14.54)	
Millwright	13-20	(15.74)	14.61 - 15.74
Elect/Electron. Maintenance	05-23	(17.04)	15.84 - 17.04
Toolmaker	20-17	(16.38)	15.19 - 16.38
Toolmaker	20-16	(17.04)	15.84 - 17.04
Apprentice	56-10		

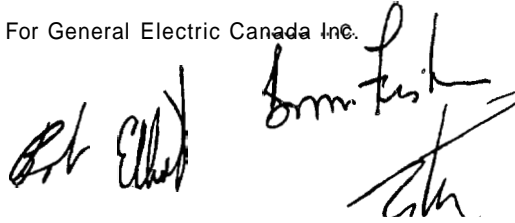
Apprentice Rate Schedules

During 1st indenture period of 6 months.....	12.18
During 2nd indenture period of 6 months.....	12.33
During 3rd indenture period of 6 months.....	12.49
During 4th indenture period of 6 months.....	12.81
During 5th indenture period of 6 months.....	12.96
During 6th indenture period of 6 months.....	13.12
During 7th indenture period of 6 months.....	13.45
During 8th indenture period of 6 months.....	13.60

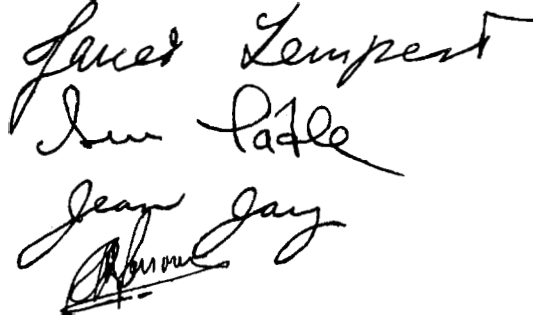
Schedule of Rates - Oakville West Plant

Dated this 7th day of February 1990.

For General Electric Canada Inc.

Handwritten signatures for General Electric Canada Inc. The first signature is on the left, and the second is on the right.

For the Communications, Electronic, Electrical
chnical and Salaried Workers of Canada -
Local 544, Oakville West Plant.

Handwritten signatures for the Communications, Electronic, Electrical, and Salaried Workers of Canada - Local 544, Oakville West Plant. The signatures are stacked vertically.

This is to confirm that as per a request from the Union and notwithstanding Article 30 of the West Plant Local Supplement, all employees identified as spares will be listed with occupational classification 01-20 for seniority purposes.

DATED February 7, 1990.

For General Electric Canada Inc.

Bob Elliott
John P. ... *John*

For the Communications, Electronic, Electrical
Technical and Salaried Workers of Canada
Local 544, Oakville West Plant

David Tempest
Don Pate
Jean Jay
Alvin

#1

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

If a subcontractor is required to perform work at the Oakville West Plant, management agrees to inform Local 544 of when the work is scheduled to begin, the nature of the work to be performed, and the reasons therefore.

This information will be given to the Local in advance except when the work is arranged on an urgent basis in which case the Local will be advised as soon as possible.

Martha Jackson
Manager - Personnel
Oakville West Plant

#2

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

This will confirm that in relation to article 24(East) and article 23(West) of the local supplement, Management will not ask employees to work excessive overtime to avoid filling an initial temporary opening of over 30 days.

Excessive overtime for the purpose of this letter will mean more than the average overtime being worked by other employees in similar jobs in the area.

Martha Jackson
Manager - Personnel
Oakville West Plant

#3

Oakville West Plant
March 5, 1989

Mrs. Janet Tempest,
President,
C.W.C., Local 544

This will confirm our understanding that when an employee is transferred to temporarily perform alternate work the Foreman will ensure that the employee has been provided with sufficient instruction such that the employee can perform the work safely and correctly.

Martha Jackson
Manager - Personnel
Oakville **West** Plant

#4

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

This will confirm our understanding that a procedure will be established for the purpose of equalizing overtime opportunities for supplementary type overtime, ie. overtime that is not performed by the employees who regularly perform the work.

The procedure will be as follows:

- A list will be posted in each work area on which employees from that work area can indicate their desire to be considered for this type of overtime.
- Such overtime hours worked and hours declined (with 6 hour notice) will be recorded.
- Employees will be given opportunities for such overtime starting with the employees with the least number of such hours recorded providing they can immediately perform the work.
- Distribution of this overtime will be reviewed on the same basis as outlined in letter No. 12 of the Memorandum to the Collective Agreement.

- If sufficient employees cannot be *found* in this manner, employees will next be considered from the list **used** for maintenance type overtime.

Martha Jackson
Manager – Personnel
Oakville West Plant

#5

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

SEALER AND EXHAUST (WEST PLANT)

2/1/8

This will confirm our understanding that employees working on the exhaust and sealer jobs on the Sealed Beam and PAR 38 units, shall rotate between the sealer and exhaust jobs, on their unit.

Temporary exceptions to the above may occur in situations created to allow for training or other specific needs of the business.

Martha Jackson
Manager – Personnel
Oakville West Plant

#6

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

The Company agrees that for the life of the 1989-1992 Collective Agreement, an employee with 5 or more years of seniority who is on the recall list of one of the two Oakville Plants will be offered recall rights to openings in the other Oakville Plant, subject to Note II and under the following conditions:

1. He would be offered recall rights ahead of any employee on the other plant's recall list having 1 year or less of seniority.
2. The job opening was for over 30 days, and it was not to replace a regular employee who was out due to illness or accident.
3. Once recalled to the other plant, the employee's name would be removed from his original plant's recall list.

Should such a recall right be offered and refused, the employee would no longer be eligible for IEA benefits if the job rate of the opening in question was no more than 7% below the job rate of the classification from which he was laid off.

Refusal of a recall to the other Plant will limit his future recall to that Plant to those occupational classifications which carry a higher job rate than that of the occupational classification which was refused.

Martha Jackson
Manager – Personnel
Oakville **West** Plant

#7

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President,
C.W.C., Local 544

This will confirm our mutual understanding regarding the current practice of rotating shifts.

SHOP OPERATIONS AND QUALITY CONTROL

Employees in the following occupational classifications are on fixed shifts:

01-14, 01-19, 01-20, 02-28, 09-50, 09-51, 09-52
and 07-06.

Employees in all other occupational classifications are on rotating shift where second or third shifts are scheduled for those occupational classifications.

MAINTENANCE

In general, employees in all occupational classifications will be on rotating shifts where second or third shifts are scheduled for those occupational classifications.

MATERIALS

Employees in all occupational classifications are on rotating shifts where second or third shifts are scheduled for those occupational classifications.

Exceptions to the above may occur in situations created to allow for training, maintenance, group leaders, or other specific needs of the business. Employees may trade shifts if mutually agreeable to themselves and to their Foreman.

Should a situation arise which will necessitate a deviation from the above practice, the union will be fully informed prior to implementation.

Martha Jackson
Manager, Personnel
Oakville West Plant

(R) #8

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that the Company is prepared to eliminate the practice of clocking out and in at lunch for those employees who remain in the plant or at designated eating areas on Company property for the duration of the lunch period.

Designated eating areas shall consist of the cafeteria and areas outside the plant where picnic tables have been provided and placed by the Company. This practice will be reviewed on a regular basis by Local Management. If for any reason a return to the former practice is thought to be necessary, the Company will discuss the matter with the Union before effecting the change.

Martha Jackson
Manager - Personnel
Oakville West Plant

(R) #9

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544



This will confirm that the Company and the Union agree to work together to design and implement a productivity program prior to the end of 1989 for the purpose of providing employees with the opportunity to increase their earnings **by** contributing to increased production.

Martha Jackson
Manager - Personnel
Oakville West Plant

(R) #10

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that it is the intent of the Company to provide 1 weeks notice when an employee working on a non-rotating shift is assigned to a different non-rotating shift as a result of lack of work. In situations where this is not possible, the Company will meet with the Union to discuss and satisfactorily resolve the problem.

Martha Jackson
Manager – Personnel
Oakville West Plant

(R) #11

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that the Company and Union will meet within 3 months following ratification to commence discussions leading to a revision of Article 15, "Increasing and Decreasing Forces", in conjunction with our undertaking to improve employee training and development.

Martha Jackson
Manager - Personnel
Oakville West Plant

(R) #12

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that skilled trades adjustments will be made to the following trades.

Occupational Classification	Current Rate	Adjusted Job Rate	Skill Adder		
			1st Year	2nd Year	3rd Year
03-20 Carpenter	13.66	14.04	—	—	—
13-20 Millwright	14.11	14.80	—	—	—
20-17 Toolmaker	14.93	15.01	.40	.25	.15
07-17 General Machinist	14.93	15.01	.40	.25	.15
05-23 Electrical Maintenance/Electron.	15.01	15.29	.75	.40	.25
20-16 Toolmaker	15.29	—	.75	.40	.25
13-78 Moog Operator	15.29	—	.75	.40	.25

Martha Jackson
Manager - Personnel
Oakville West Plant
241

(R) #13

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that the Afternoon shift nurse will provide coverage at the Oakville West plant for half of the shift, 3 days a week.

Martha Jackson
Manager – Personnel
Oakville West Plant

(R) #14

Oakville West Plant
March 5, 1989

Mrs. J. Tempest,
President
C.W.C., Local 544

This will confirm that the Company agrees to make lamp seconds available for sale for 2 hours per month to the employees in the West Plant.

Martha Jackson
Manager – Personnel
Oakville West Plant

(R) Oakville West Plant
March 5, 1989



Mrs. J. Tempest,
President
C.W.C., Local 544

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

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

In order to meet these training objectives, GE Lighting proposes to have the Union involved in a Local Joint Committee whose purpose it would be to identify:

- a) Training Needs, and

b) Training Program Designs

and **make recommendations to management** and employees for the improvement of employee skills and qualifications.

The composition of the Joint Committee will be determined by the Union and Management and will be in place not later than three months following ratification.

Training could include:

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

Programs could include:

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

Joint Committee members who require time from their regular work to participate in approved Joint Committee activities will be paid for all time so spent.

Martha Jackson
Manager – Personnel
Oakville West Plant