

SOURCE	Comp		
Wage	92	03	01
EFF.	95	02	28
TERM.			
No. OF EMPLOYEES	258		
NO. OF EMPLOYEES	JF		

COLLECTIVE AGREEMENT

Between

BATTRONICS INC.

(Hereinafter referred to as "The Company")

and

NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW),

LOCAL 252

(Hereinafter referred to as "The Union")

March 1, 1992 - February 28, 1995

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Article 1

RECOGNITION

As a formal declaration of its obligations under the Labour Act, the Company herein states its recognition of the Union as the exclusive collective bargaining agent of all employees in the Maple plant in Vaughan Township of Batronics Inc. for whom the Union has been certified, as the bargaining representative by the Minister of Labour, but excluding from such recognition, foreman, persons above the rank of foremen, office staff and laboratory technicians.

Article 2

BARGAINING UNIT

2.01 This Agreement is entered into by the Company and by the Union on behalf of those employees employed by the Company in Maple, for whom the Union is duly certified representative for purposes of collective bargaining, regarding wages, hours and other conditions of employment.

2.02 TRANSFER OF WORK

If by reason of the obsolescence of a plant or distribution center engaged in manufacturing operations or the inadequacy of the plant's or distribution center's capacity to meet the needs of its market, or the destruction of a plant or distribution center by fire, flood or similar cause, the Company transfers the operations thereof to a new plant or distribution center that it acquired for the

purpose, it will offer work opportunity in the new plant or distribution center to employees of the old plant or distribution center in the number needed to perform the transferred operations in the new plant. Employees so transferred will carry with them the ranking for seniority they had in the old plant or distribution centre. These provisions apply only within the geographic boundaries of the Province of Ontario. The Company will recognize the existing Collective Agreement for the new location.

2.03 SUPERVISOR'S DUTIES AND NON-BARGAINING UNIT PERSONNEL DUTIES

All Foremen, Assistant Foremen, and Supervisors, and other plant personnel outside of the bargaining unit, shall act as such during the entire twenty-four (24) hour period of any day, and no Foreman, Assistant Foreman, or Supervisor, and other plant personnel outside of the bargaining unit, shall perform the work of any **EMPLOYEE** in the place of such **EMPLOYEE** during such twenty-four (24) hour period. Any complaint arising under this Section shall be taken up by the unit bargaining committee with the Plant Superintendent, or Manager, Human Resources, where appropriate.

CONTRACTING OUT

The Company recognizes the desire of the Union that the Company shall refrain from contracting out work that is the same or substantially the same as the work normally performed by employees in the bargaining unit. However, the Union recognizes that there may be conditions where it is proper for the Company to contract work out. When any work is contracted out the Company will **so** advise the Committee Chairman, however the advising of the Committee Chairman is not required where the contractor is being engaged in an emergency situation not to exceed two (2) working days or less, provided, however that in such circumstances no seniority employee who customarily performs the work in question shall be laid off. This Article shall not be used for the purpose of denying overtime opportunities to bargaining unit employees.

In no event, except in cases beyond the control of the Company, such as an explosion or other disaster or catastrophe, shall any maintenance seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor. In the event of the exceptions mentioned herein, the Company shall make every effort to use maintenance employees wherever possible when there is work available to match their skills.

Article 4

EQUALEMPLOYMENT

The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives with respect to any employee because of his membership in, or connection with the Union.

The Company and the Union agree that it will not discriminate against employees in respect to their training, upgrading, promotion, transfer, lay off, discharge, or otherwise because of race, creed, colour, sex, national origin, or because of membership in the Union.

For the purposes of this Agreement it is understood that the term "he" includes the female gender.

Article 5

UNION SECURITY

Employees covered by this Agreement shall be required as a condition of continued employment, to become and remain members of the Union. Employees hired after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment, to be members of the Union at the conclusion of their probationary period.

5.01 **CHECK-OFF**

Subject to the conditions hereinafter set forth, during the lifetime of this Agreement, the Company agrees to deduct from the pay of all seniority employees covered by this Agreement who so authorize the Company by signing dues deduction authorization cards, Union dues for each particular calendar month. If the employee does not have sufficient pay accrued at the time deduction is to be made, then the Union dues shall be deducted from the next pay period in that same calendar month in which the employee does have sufficient pay accrued for the purpose. The Company shall remit the dues as aforesaid, not later than the fifteenth (15th) day of each month following the month of such deduction, to the Financial Secretary of the Union. The Company will supply the Union with a list of employees from whom deductions were made. The Company shall have no responsibility to collect past due Union dues, but the Company may, at its discretion, do so.

Anything to the contrary contained herein notwithstanding, in order that the Company may have definite instructions as to what amounts are to be deducted for the above purposes, it is agreed that the Union shall promptly notify the Company, in writing, over the signature of the Financial Secretary for the Union, as to the deductions to be made by the Company for regular monthly Union dues and

the Company shall have the right to continue to rely on such written notification as to the amount to be deducted until it receives other written notification from the Union signed with the same formality. The Company, in making such deductions, shall have the right to rely upon the authorization cards to be furnished as aforesaid. The Union agrees to defend and hold the Company completely harmless against all claims, demands and expenses, should any employee at any time contend and claim that the Company has acted wrongfully and illegally in making such check-off deductions.

During the life of this Agreement, the Company agrees to deduct Union dues initiation fees, S.U.B. dues or notify the Trustee under the Supplemental Unemployment Benefit Plan to deduct under the dues as provided in the plan from each such employee's regular benefits, informally levied by the National Union and Local Unions or unit of Local Union upon members, in accordance with the constitution and by-laws of the Union, from the pay of each employee who executes the "Authorization For Check-off Dues" form.

In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit who previously have properly executed Authorization For Check-off Of Dues form

deduction will be made for membership dues as provided herein.

Any employee whose employment is terminated or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff (with the exception of employees receiving S.U.B. as provided in this Article, paragraph 3), sick leave or retirement shall cease to be subject to check-off deductions beginning in the month immediately following the month in which said termination or transfer occurred or seniority was thus broken. Local management will notify the Local Union following the end of each month of the names of such employees and will designate the reason each such employee ceased to be subject to check-off.

5.02 PLANT Committee

The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee herein referred to as "The Committee" consisting of not more than seven (7) employees, one of whom shall be designated as a Chairman. Each member of the Committee shall have seniority with the Company and shall be a regular employee of the Company during his term of office. When the bargaining unit exceeds two hundred and fifty (250) members, the Union may have one (1) additional Committeeman.

Four (4) Committeemen, plus the Plant Chairman, shall be elected from zones within the plant selected to ensure uniform representation. These four (4) Committeemen, and Plant Chairman, shall be scheduled to day shift. These Committeemen shall be retained and normally work in their respective plant area of representation regardless of seniority so long as there is work they are willing and able to do.

When a Committee member is the junior man in the department, and there is a reduction in the department, such Committeeman shall stay on his job and the next junior man will be displaced.

One (1) Committeeman shall be elected for the afternoon shift, and one (1) shall be elected for the night shift. Such Committeemen hold their position only while on the shift in question.

The Company will recognize and deal with the Plant Committee on contract negotiations, any matter properly arising out of this Agreement, and the said Committee will co-operate with the Company in the administration of this Agreement.

The privilege of Committee Members to leave work without loss of pay to investigate and/or handle grievances or attend meetings with management, including time actually spent in

contract negotiations, is granted under the following conditions:

1. The time shall be devoted to the prompt handling of grievances as provided for in this Agreement.
2. No more time shall be used than is actually necessary. Each Committeeman will notify his Foreman when he leaves or returns to his job because of processing grievances. If it is necessary, in order to maintain production, he will wait for a replacement. A replacement will be provided without delay, except in unusual cases, in such cases it will be within the hour.
3. The times away from production work shall be reported in accordance with the time keeping methods of the department in which the Committeeman is employed, and paid at the rate (including bonus for incentive jobs) actually paid on the day in question for at the employee's current applicable average for work that day. As part of the orientation procedure for new employees, such employees shall be introduced by their Supervisor to the applicable Zone Committeeman.

The Company shall be informed in writing by the Representative of the Union of the names of the Members of the Committee for the plant

and also of any changes that may take place from time to time in such Committees.

5.03 CAW-CIC REPRESENTATION

After due notice to the Company the Union shall have the right to have either the Regional Director having jurisdiction and/or a Representative of the CAW-CIC present at any meeting of the Shop Committee and the Management.

Article 6

MANAGEMENT RIGHTS

The Union recognizes that the Company maintains the sole and exclusive right to manage its business in such manner as the Company shall determine to be in the interests of its management, its employees and customers, subject only to those expressed provisions of this Agreement which specifically limit or qualify this right. The Company's right to manage its business includes, but is not limited to, the right to hire, assign, direct, discipline, suspend, or discharge for just cause or to layoff employees because of lack of work or other legitimate reasons; to establish initial standards and qualification for employment; to make and enforce rules and regulations not inconsistent with the provisions of this Agreement; to increase or decrease the working force; to introduce or substitute equipment; to create or abolish jobs; and to establish from time to time reasonable work rules and standards. The exercise or non-exercise of rights retained by the Company shall not be deemed to waive any such right or the right to exercise them in

some other way in the future. Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement, and then only to the extent abridged or modified.

Article 7

HOURS OF WORK

HOURS OF WORK

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

7.01 DEFINITION OF WORK DAY

The "basic work day" is eight (8) consecutive hours of work in the twenty-four **(24)** hour period.

7.02 DEFINITION OF WORK WEEK

The basic work week shall consist of forty **(40)** hours per week, comprised of five (5) days, Monday to Friday.

7.03 WORK SCHEDULE

The Management will endeavour to arrange regular shifts and work schedules mutually satisfactory to both parties, and will not make indiscriminate changes to such schedules.

Management will not stagger shift starting times for the purpose of avoiding overtime. No

change in any starting time shall be made unless it is made effective on the first work day of the work week and unless notice is given to the Union and the affected employees prior to the end of their last shift of the prior work week.

7.04 DAY OF SHIFT

A shift will be considered as worked on the calendar day on which it begins, unless mutually agreed otherwise.

A shift that begins at 12:00 midnight will be considered as the third (3rd) shift of the day before.

7.05 DEFINITION OF SHIFTS FOR APPLICATION OF SHIFT DIFFERENTIALS

A shift starting on or after 5:00 a.m., but before 10:00 a.m., is the first (1st) (or day) shift.

A shift starting on or after 10:00 a.m., but before 6:00 p.m., is the second (2nd) (or afternoon) shift.

A shift starting on or after 6:00 p.m., but before 5:00 a.m., is the third (3rd) (or night) shift.

7.06 HOURS OF WORK

<u>THREE SHIFT OPERATION</u>	<u>TWO SHIFT OPERATION</u>
7 am - 3 pm	7 am - 3:30 pm
3 pm - 11 pm	3:30 pm - 12 Midnight
11 pm - 7 am	

7.07 STARTING TIME

The management shall give each Plant Committee a scheduled starting time for each shift. Thereafter, no change in any starting time shall be made unless it is made effective on the first work day of the work week and unless notice thereafter is given to the Committee and the employees affected prior to the end of their last shift of the prior work week. When the starting time of the shift is changed in the foregoing manner, it shall continue for not less than one (1) week, except at the request of the employees, or to continue the practice of alternating starting time to accommodate the taking of physical inventory.

7.08 REPORT IN PAY

Employees who are required to and do report for work at the plant at their scheduled starting time shall be put to work for at least four (4) hours and if not put to work shall receive four (4) hours pay at the employees base rate.

7.09 CALL OUT PAY

An employee who is recalled after leaving the plant, Monday through Friday, will be given up to four (4) hours of work or four (4) hours of pay at time and one-half. Double time will be paid on Sunday.

7.10 RELIEF PERIODS

There shall be a fifteen (15) minute rest period twice per full shift for all employees except those scheduled to operate on an uninterrupted basis. It is understood that all work except uninterrupted operations will be suspended during such rest period. In the case of incentive employees, the rest period allowances are included in the incentive rates.

7.11 WASH UP

1. Wash up time of twelve (12) minutes prior to the end of the shift will be allowed all employees.
2. Wash up time of six (6) minutes prior to lunch will be allowed all employees.
3. On all incentive operations, wash up time during shift hours shall be included in the incentive rates. Wash up time after shift hours will be paid at the prevailing day rate at time and one-half.

7.12 CONTINUOUS OPERATION

- a) An employee engaged in continuous seven-day operations will not be paid premium pay for work on Saturday and Sunday, as such, but will be paid time and one-half for hours worked on the first day of his two (2) scheduled days off in his scheduled work week. If he is scheduled to work six (6) days, then the unscheduled day in his scheduled work week shall be double time pay for all hours worked on that day. The scheduled work week for all continuous operations shall be Monday through Sunday. The Company will furnish the Union with written advance notice of its intention to place any new operations, the nature of which makes seven-day continuous operations a requirement, onto such a schedule.
- b) Employees working on continuous seven-day operations who work on one of the foregoing holidays which falls on one of their regularly scheduled work days shall not receive holiday pay but shall be paid double time for the hours worked. However, if the employee works on a holiday which falls on his scheduled day off, he shall receive holiday pay and double time for hours worked.
- c) The Company will not extend its present use of continuous seven-day operations without the prior written approval of the Local Union, such approval shall not be denied unreasonably.

OVERTIME

This Article is intended to provide the basis for computing overtime. Payment of any premiums under this Agreement whether overtime or otherwise, shall not be duplicated for the same hours worked. To the extent that hours are compensated for at an overtime rate under one provision of this Agreement, they shall not be counted **as** hours worked in determining overtime under the same or any other provisions of this Agreement.

The Union agrees when overtime is scheduled that it will not discourage employees from working the overtime. Whenever the Company requests employees to work overtime, employees so requested shall co-operate with the Company. So far as practicable, opportunities to work overtime shall be distributed equitably among employees normally performing the work as scheduled. In the event employees normally performing the work decline the overtime, it will be offered first to qualified employees in the department, and second to qualified employees in the plant. Employees declining overtime opportunity will be considered to have worked for the purpose of equitable distribution of overtime. When an employee is on leave of absence for any reason, the employee forfeits any right to such distribution of overtime for the period of time involving such leave of absence. So far as is practicable, overtime will be equalized within a period of not more than three (3) months.

In order to keep overtime on an equitable footing, each Supervisor will maintain an overtime log within each department. There shall be no duplication or pyramiding of overtime or premium pay.

The Company will not schedule overtime to avoid the recall of employees unless there would not be enough work to keep the recalled employees working for at least two (2) months. The Company recognizes the desirability of full work weeks.

8.01 DEFINITION OF REGULAR STRAIGHT TIME HOURLY-RATE

The "regular straight time hourly rate" means an employee's straight time hourly base rate, and applicable shift premium if any.

8.02 DEFINITION OF DAY

A "day" for the purpose of overtime calculation is a twenty-four (24) hour period beginning with the start of an employees shift.

8.03 HOURS WORKED IN EXCESS OF EIGHT (8) PER-DAY

One and one half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked in excess of eight (8) hours in any one day.

8.04 HOURS WORKED IN EXCESS OF TEN (10) PER DAY

Two (2) times the regular straight time hourly rate shall be paid for hours worked in excess of ten (10) hours on any one (1) day.

8.05 PRE-SHIFT OVERTIME

Employees who are scheduled or called to begin work prior to their regular shift starting time shall receive one and one half (1½) times their regular straight time hourly rate of pay for the first two (2) hours worked, and double time thereafter for hours worked prior to their regular shift starting time.

Pre-shift overtime will not apply unless eight (8) hour regular shift is completed. Failure to complete regular shift unless excused by the Company, such as an emergency, or the employee is sent home by the Company for reasons beyond his control employee will receive premium time.

8.06 EXCEPTIONS TO DAILY OVERTIME

When an employee is permitted by Management to change from one shift to another at his own request, and the new shift starts within the same twenty-four (24) hour period as his preceding shift, overtime provided under Section 8.03 and 8.04 will not be paid. However, the starting time of the new shift will start a new twenty-four (24) hour period for the purpose of determining overtime.

8.07 SATURDAY WORK

One and one half (1½) times the regular straight time hourly rate of pay shall be paid for the first eight (8) hours worked and two (2)

times the regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8), except where the regular Friday shift extends over into Saturday morning.

8.08 SUNDAY WORK

An employee shall receive two (2) times his regular straight time hourly rate for all hours worked.

8.09 STATUTORY HOLIDAY

An employee shall receive two (2) times his regular straight time hourly rate for all hours worked. In addition he will receive holiday pay (if eligible) as outlined under Article 11 vacation.

Article 9

**WORK, STANDARD, TIME STUDY,
MTM OR OTHER QUALIFIED
METHOD, AND WAGES**

- 9.01** The Company will develop and implement during the terms of this Agreement, a one for one incentive system, the base rate for which are listed in Schedule "A". The incentive system provides the earning opportunities set forth in Schedule "A" for the average experienced incentive employee working at normal effort.

Above average experienced incentive employees, when working at incentive effort, will be able to exceed such earning opportunities. With respect to the earning opportunities shown in Schedule "A", the incentive earning opportunity represents 100% of the incentive base rate. All cost of living and general wage improvements will be factored into the incentive base rates at 100%.

It is agreed that employees are responsible for keeping machines in the best possible operating condition. All downtime allocations must be approved by a Supervisor. Downtime resulting from a failure to operate the equipment in an efficient and productive manner will not be approved. This provision is not intended to disentitle employees to legitimate downtime.

9.02 STANDARDS

The Company agrees to restudy and, if necessary, retime any operation on which there is a dispute over the standard. If the Union requests, jobs will be retimed as soon as possible, but in no event later than thirty (30) calendar days after start of production under the standard. In the event that a standard is still in dispute after this the Union will have the right to call in a National Union time study man to study the job in dispute and meet with a representative of the Company's Time Study Department to discuss and compare their studies.

Standards still in dispute after the above procedure has been followed may be restudied by an impartial time study man to be **selected by mutual agreement. Such impartial** time study man must be currently employed with a reputable and nationally organized independent engineering concern, or other comparable engineering organization. Such time study man must be a fully qualified time study engineer, whose present principal occupation is that of a practicing time study engineer. His decision will be accepted as final by both parties to the Agreement.

The fees and expenses of the impartial time study man will be borne in accordance with the terms of Article 14 of the arbitration procedure heretofore set forth. The Company will be deemed the loser only in the event that the impartial time study arbitrator rules that the disputed standard must be decreased by more than 5%. If the Union does not elect to submit a time study dispute to an impartial time study man within sixty (60) days after a time study is established, then the time study shall be deemed acceptable and beyond further argument or discussion. The arbitrator shall have authority to make the grievance whole.

9.03 NEW JOB STANDARDS

On new jobs where no standard has been set, the base rate will be paid for a maximum of two (2) months. When a job is to be studied, or MTM, or other qualified method, the

operator who normally runs the job will be studied and he will give the effort required in order to make a proper evaluation. The operator and his Department Committeeman will be notified in advance of the taking of the study and a piece rate established as soon as the method of operations has been established.

If a standard is not established by this time, average earnings will be paid based on a comparable job.

When a standard *is* established the difference will be adjusted retroactively for all hours worked. Notice of date of entry will be supplied to the Committee.

The Union agrees that it will co-operate fully in efforts to achieve acceptance of proper standards and to reduce the occasions for payment of the base or downtime rates.

9.04 INCENTIVE SYSTEM

A revised incentive system, incorporating a production/earnings curve with a ratio of one for one has been installed. These standards include personal and fatigue allowances of not less than 10% as well as all other allowances provided in the supplement. The effort required to attain FULL incentive is the same although actual production standards may vary. The incentive earnings opportunity level

is defined at 100%, and the "base" and "add on" rates are no longer applicable.

9.05 GRIEVANCE

If a grievance is filed on a work standard, a Committeeman, will have the right to examine all of the time study data on MTM, or other qualified methods, in the Company files pertaining to the work standard on which the grievance is filed. The Company will maintain up-to-date files on each job in the plant. The Chairman of the Shop Committee or the Department Committeeman may be present at any re-timing because of a protest of the previous standard, for long enough to reasonably observe the job is operating.

9.06 STANDARD CHANGES

The Company will continue its present administration of the one for one incentive system as it has in the past. This includes the right to change the standard as required. Should a need develop to discontinue one for one or install a program different than one for one for the direct labour employees, the Company will do so only after giving the Union ninety (90) days notice.

9.07 SHIFT PREMIUM

Employees regularly assigned to and who **work** the second shift shall **receive** a premium calculated **at** 3.0% of the respective base rate for their classification. Employees regularly assigned to and who work the third shift shall

receive a premium calculated at 3.5% of the respective base rate for their classification. Overtime hours worked which extend into another shift will be deemed to have been worked on a previous shift for the purpose of this Article.

9.08 JURY DUTY

An employee with seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages (excluding night shift premium) the employee otherwise would have earned by working during straight time hours for the Company on that day and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Company.

Should an employee be required to attend as a jurist for a period in excess of sixty (60) days, wage continuation will be reviewed on an individual basis. In order to receive payment, an employee must give Management prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. These provisions are

not applicable to an employee who, without being summoned, volunteers for jury duty.

9.09 BEREAVEMENT PAY

When death occurs in his immediate family (mother, father, wife or child) and where appropriate such relatives of the employee's spouse, an employee, on request will be excused for up to four (4) days consecutive work days, one of which will be the day of the funeral, provided he attends. An employee, on request will be excused for up to three (3) days consecutive work days, one of which will be the day of the funeral, provided he attends, when death occurs in the immediate family (grandmother, grandfather, grandchildren, brothers, sisters, stepmother or father, stepbrothers or sisters) and where appropriate such relatives of the employee's spouse.

After making written application thereof, the employee shall receive pay for any scheduled hours of work up to eight (8) hours per day for which he is excused. Payment shall be made at the employee's regular rate in the case of an incentive employee will be paid base rate. Should an employee elect not to attend the funeral, for whatever reason, he/she will be paid for only one (1) day at the rate mentioned.

9.10 COST OF LIVING ALLOWANCE

1. The Company and the Union agree that during the life of this contract the hourly rates

and earnings will not be changed. (The provisions of the Agreement regarding time study grievances, new base rates and restudied jobs are not nullified by this statement.)

2. From and after the effective date of this Agreement and until February 28, 1995, the straight time hourly rates and earnings shall be considered to be the current straight time hourly rates, plus any adjustment **due** to the cost-of-living allowance in effect at the beginning of the pay period.
3. All employees covered by this Agreement shall be subject to the following Cost-Of-Living Formula determining the Cost-Of-Living Allowance (herein after referred to **as** COLA) as set forth below:
 - a) COLA will be determined in accordance with changes in the Dominion Bureau of Statistics Consumer Price Index (1986 = 100), hereafter referred to as the Index.
 - b) The equivalent of one cent (1¢) per hour increase for each .1077 change in the Index be paid.
 - c) COLA payments will be calculated each quarter starting with a payment on March 1, 1992, for the increase in the January Index compared to the October

Index. The next payment calculation will be June 1, 1992 for the increase in the April Index compared to January Index. Such payments will continue in September 1, 1992, December 1, 1992, March 1, 1993, June 1, 1993, September 1, 1993, December 1, 1993, March 1, 1994, June 1, 1994, September 1, 1994, December 1, 1994.

- d) The COLA adjustment will be made up or down if and as required each quarter provided however that in no event will a decline in the Consumers' Price Index below the base established as of March 1, 1992, provide the basis for further reduction.
- e) The amount of any COLA in effect at the time shall be included in computing overtime premium, night shift premium, holiday payments, call-in-pay, and vacation payments.
- f) The Cost-Of-Living Allowance in case of employees on an incentive basis of pay shall be added to each employees hourly earned rate, and will be adjusted up or down each three months in accordance with the above.

Article 10
PLANT HOLIDAYS

10.01 Hourly rated and incentive employees shall be paid for the holidays hereafter listed, provided they meet all of the following eligibility rules:

- a) the employee has been *in* the service of the Company for at least ninety (90) days as of the date of the holiday, and
- b) the employee would otherwise have been scheduled to work on such day if it had not been **observed** as a holiday, and
- c) the employee must have worked on the qualifying day hereinafter specified for each holiday as follows:

1992	HOLIDAY	DATE		QUALIFYING	
		OBSERVED	DATE	DATE	
1.	GOOD FRIDAY	APRIL 17	APRIL 16		
2.	EASTER MONDAY	APRIL 20	APRIL 21		
3.	VICTORIA DAY	MAY 18	MAY 19		
4.	CANADA DAY	JULY 03	JULY 02		
5.	CIVIC HOLIDAY	AUG. 03	AUG. 04		
6.	LABOUR DAY	SEPT. 07	SEPT. 08		
7.	THANKSGIVING	OCT. 12	OCT. 13		
8.	CHRISTMAS DAY	DEC. 25	DEC. 23		
9.	BOXING DAY	DEC. 24			
10.	FLOATER	DEC. 28			
11.	FLOATER	DEC. 29			
12.	FLOATER	DEC. 30			
13.	FLOATER	DEC. 31			
14.	NEW YEAR'S DAY	JAN. 01	JAN. 04		

<u>1993 HOLIDAY</u>	<u>DATE OBSERVED</u>	<u>QUALIFYING DATE</u>
1. GOOD FRIDAY	APRIL 09	APRIL 08
2. EASTER MONDAY	APRIL 12	APRIL 13
3. VICTORIA DAY	MAY 24	MAY 25
4. CANADADAY	JULY 02	JULY 05
5. CIVIC HOLIDAY	AUG. 02	AUG. 03
6. LABOURDAY	SEPT. 06	SEPT. 07
7. THANKSGIVING	OCT. 11	OCT. 12
8. CHRISTMAS DAY	DEC. 24	DEC. 23
9. BOXING DAY	DEC. 27	
10. FLOATER	DEC. 28	
11. FLOATER	DEC. 29	
12. FLOATER	DEC. 30	
13. FLOATER	DEC. 31	
14. NEW YEAR'S DAY	JAN. 03	JAN. 04

<u>1994 HOLIDAY</u>	<u>DATE OBSERVED</u>	<u>QUALIFYING DATE</u>
1. GOOD FRIDAY	APRIL 01	MAR 31
2. EASTER MONDAY	APRIL 04	APRIL 05
3. VICTORIA DAY	MAY 23	MAY 24
4. CANADA DAY	JULY 01	JULY 04
5. CIVIC HOLIDAY	AUG. 01	AUG. 02
6. LABOUR DAY	SEPT. 05	SEPT. 06
7. THANKSGIVING	OCT. 10	OCT. 11
8. CHRISTMAS DAY	DEC. 23	DEC. 22
9. BOXING DAY	DEC. 26	
10. FLOATER	DEC. 27	
11. FLOATER	DEC. 28	
12. FLOATER	DEC. 29	
13. FLOATER	DEC. 30	
14. NEW YEAR'S DAY	JAN. 02	JAN. 03

**CHRISTMAS SHUTDOWN QUALIFYING DAY
AS NOTED ABOVE UNDER
"QUALIFYING DAY" COLUMN**

1. If day prior missed - lose one day's pay.
2. If day after missed - lose one day's pay.
3. If both qualifying day's missed - lose total holiday pay.

10.02 BIRTHDAY

The employee will also receive one (1) day of pay (eight straight hours) for his birthday. The employee may also take the day off if he so chooses. Where a birthday falls on a weekend, the nearest Friday or Monday shall be deemed to be the birthday. The qualifying day shall be the working day following the holiday unless the holiday falls on a Friday in which case it will be the day before. If the employee chooses to work, he will be paid as usual (not double time) for working, and get the holiday pay.

10.03 SUBSTITUTES FOR HOLIDAYS

Substitutes for holiday provided herein may be made but the substitute holiday and the qualifying day therefore shall be established by agreement between Plant Management and the Union. The only exception to the foregoing eligibility rules are as follows:

- a) Employees with the necessary service with the Company who have been laid off in a reduction of force during the work week immediately prior to or during the work week in which the holiday falls, or who have gone on approved sick leaves during the work week

immediately prior to or during the week in which the holiday falls, shall receive pay for such holiday.

- b) When the holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.
- c) When the holiday, specified above, falls within an eligible employee's approved vacation period or during a period in which he receives jury duty pay, and he is absent from work during his regular scheduled work week because of such vacation or jury duty, he shall be paid for such holiday.
- d) Otherwise eligible seniority employees who return to work from an approved sick leave during the week in which a holiday falls or during the following week, shall be eligible for holiday pay.

When a weekly indemnity benefit applicable to a holiday has been paid, holiday pay shall be reduced so that the total received for that day shall not exceed his full holiday pay.

- e) An employee eligible under these provisions, will be paid at his regular straight time rate, (in the case of incentive operators, straight time hourly average) exclusive of night shift and overtime premium earned on the qualifying

day referred to in eligibility Rule 1(c) for eight (8) hours; except that if an employee works less than the scheduled hours for his shift on the qualifying day referred to in eligibility Rule 1(c) his holiday pay will be proportionately reduced, unless he promptly presented a legitimate excuse to his Foreman.

- f) An employee who would otherwise be entitled to holiday pay will not be disqualified because of absence the day before or the day after the holiday if the employee has a legitimate excuse or the absence is due to a bereavement leave.
- g) A legitimate excuse shall include and be limited to an event beyond the employee's control.
- h) An employee who reports for work the day before or the day after the holiday and is sent home by the nurse or first aid man will not be penalized on holiday pay.
- i) Employees whose work is in necessary continuous seven day operations shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they meet the other eligibility requirements of this procedure for paid holiday time; providing, however, that if an employee works a holiday which falls on his scheduled day off or when such employee is scheduled to work on a holiday and does work, he shall be paid the

time worked in accordance with the overtime provisions of the Agreement. If he is scheduled to work, he shall not receive holiday pay as provided herein if the employee improperly absents himself from scheduled work on such holiday.

- j) If an employee, other than one engaged in continuous operations, is scheduled to work and reports to work on the holiday, but is provided with less than eight (8) hours not worked will be paid as holiday pay. (For example, if the employee worked five (5) hours, he would receive triple time for the five (5) hours worked and three (3) hours at the holiday rate, or a total of eighteen (18) hours pay, provided he otherwise qualified for holiday pay.)
- k) An employee who is scheduled to work on a holiday and fails to report for and perform such work shall not receive holiday pay.
- l) In applying this procedure when any of the above enumerated holidays fall on a Sunday and the day following is observed as the holiday by the provincial or federal governments, it shall be paid as such a holiday.

VACATION

Vacation pay will be based on an employees total earnings for the previous twelve **(12)** month period, January **1** through December 31, or weeks of entitlement whichever *is* greater. Any employee who is in the active employ of the Company, laid off, terminated for any reason including a plant closing, retired, or on leave of absence during the previous twelve (12) months ending December **1** shall be entitled to vacation pay, calculated as described here, but the actual payment will not be made until two (2) weeks prior to the time designated by the Company or employee as the vacation period.

11.01 ELIGIBILITY

The schedule of payments and time off *is* as follows:

Six (6) months to one (1) year 4% - one (1) week

One (1) year to three (3) years 4% - two (2) weeks

Three (3) years to five (5) years - 4¼% - two (2) weeks

Five (5) years to seven (7) years - 5¼% - two and one-half (2½) weeks

Seven (7) years *to* thirteen (13) years 6¼% - three (3) weeks

Thirteen (13) years to seventeen (17) years - 7¼% three and one-half (3½) weeks

Seventeen (17) years to twenty-three (23) years - 9¼% four **(4)** weeks

Twenty-three (23) years and over - 10¼% - five (5) weeks

Vacation pay cheque stubs will separately indicate total earnings.

Service under 11.01 is defined as years of seniority up to June 1 of the year in which the vacation is taken.

11.02 IN CASE OF DEATH

If an eligible employee shall die before the end of the twelve (12) month period, the credit vacation pay of such deceased employee shall be paid to the person designated by such deceased employee as the beneficiary under the group life insurance carried by him under the insurance program.

11.03 VACATION PAY

Vacation pay shall be paid not later than the time the vacation is taken provided the Company's notified of such vacation period not later than two (2) weeks previous to the last day worked before vacation. The Company may shutdown a Plant for vacation and such period may be designated by the Company as the vacation period for all employees, including laid off employees, provided notice of the shutdown is given to the Union prior to March 31 of the same year and provided the shutdown is scheduled in July or August. If the Company does not designate a

Plant shutdown or vacation, employees shall be allowed to take their vacation when they desire, provided, however, that if the number of employees desiring to take their vacation at the same time is such that it would disturb the normal operation of the Plant, then the employees will be given the opportunity to take their vacations in the order of their seniority.

11.04 TIME OF VACATIONS

Every employee who is entitled to a vacation in accordance with the foregoing schedule must take it during the calendar year, except those employees who were on protracted layoff or leave of absence for illness of sixty (60) days or more from the anniversary date of the Plant shutdown or anniversary date of the employee's vacation. An employee on layoff or leave of absence of sixty (60) days or more during the year who works during a Plant vacation shutdown shall not be required to take a vacation. If the Company does not schedule a Plant shutdown and certain employees work during the shutdown, then any such employees who are entitled to a vacation who have not taken it by Labour Day must, by the 15th of October, notify their Foreman of the period when they will take their vacations. If they fail to so inform their Foreman, the Foreman must schedule their vacation period at any time between October 15 and December 31. A two (2) week vacation means ten (10) scheduled working days off.

Any employee who is entitled to a one (1) week vacation; and who has not taken it will be scheduled for one (1) week vacation. One (1) week vacation means five (5) scheduled working days off.

Employees with five (5) years or more of service must take at least two (2) weeks of their vacation. Employees with more than five (5) years of service shall be given consideration of their request for total vacation time in a continuous period (including vacation shutdown, if any) in line with their seniority, provided the Company has been notified in writing not later than May 1 of the employees desire in the matter.

11.05 VACATION CREDITS

Eligible employees who have been inactive due to compensable industrial illness or injury will, upon their return to work, be considered to have earned vacation pay based on their straight time rate during the calculation year (the previous January 1 to December 31) for any time lost during that year for such reason. Such vacation pay will be paid in the usual fashion.

The Company recognizes the desirability of taking vacations in one continuous period and, as a matter of Company Policy, will exhaust all efforts to afford the employee's vacation request when it is greater than the shutdown period. The Company, under no

circumstances, will deprive the employee of continuous two week vacation, unless requested or approved by the employee. Each year the employee shall notify the Company, in writing, of their choice of vacation dates, whether split or in a period of consecutive days. Within thirty (30) days thereafter, the Company shall reply within the thirty (30) day period shall mean approval of the employee's selection. If an employee's choice is disapproved, he may meet with his Supervisor to discuss the matter and arrive at a satisfactory alternate time for his vacation. Employees shall have the time for whatever vacation time they have left from the Plant vacation shutdown for whatever time they so desire, either before or after the vacation shutdown, provided, however, that if the number of employees desiring to take their vacation at the same time is such that it would disturb the normal operation of the Plant, then the employees will be given the opportunity to ~~take~~ their vacations in the order of their seniority. "The maximum number of employees taking vacation over and above the scheduled vacation shutdown will be limited per department at any one time. **All** requests for vacations over and above the scheduled shutdown must be made by May 1, and **as** such will be honoured by date of request by seniority." If employees follow the foregoing procedure, they will, prior to the start of their vacation, receive any pay cheque they would have received during their vacation period

plus any extra vacation pay compensation to which they may be entitled if they elect such compensation in lieu of vacation time off.

11.06 JURY DUTY DURING VACATION

Employees who are summoned and perform jury duty during a designated vacation period will be considered as using vacation unless proof of jury duty service is furnished to the Company within three (3) days of return to work from vacation.

11.07 PLANT SHUTDOWN

Should the Company decide not to close down for an annual vacation, both parties will discuss the manning requirements.

Article 12

SENIORITY, LAYOFFS, PROMOTIONS AND TRANSFERS

12.01 SENIORITY

Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security, based on length of continuous service with the Company.

"Seniority" shall mean length of continuous service in the employ of the Company, except as otherwise herein expressly provided.

12.02 NEW EMPLOYEES

1. After completing sixty (60) days of work, probationary employees will be given permanent seniority retroactive to the first day of said period. In the event an employee is laid off work before he has completed sixty (60) days of work and is recalled to work at the Plant, he will be given credit for the time he has already worked with respect to completing sixty (60) days of work. Upon consulting with the Union, and upon agreement with the Union, this time period may be extended to not exceed ninety (90) days in total.
2. When each employee has completed his probationary period, the Company will issue to him notice of his exact starting date with the Company. In cases where two or more employees are hired on the same date, their seniority shall be governed alphabetically according to the original name under which they were hired.
3. New employees on hourly rated jobs will be paid 10¢ per hour under the established rate for a period of sixty (60) days. New employees on incentive jobs will be paid their incentive earnings or the guaranteed rate, whichever is higher. New employees on non-rated incentive jobs will be paid 10¢ per hour below the prevailing rate for a period of sixty (60) days unless extended by 1. above. Employees other than new employees on non-rated jobs

will be paid the prevailing day rate. The prevailing day rate shall be the rate paid to the material handlers in the Plant.

12.03 LOSS OF SENIORITY

An employee who has been or who is hereafter laid off for a continuous period greater than his accumulated seniority at time of lay off but not less than two (2) years in any event, shall be terminated automatically and removed from the seniority list, and shall be so advised, in writing, by the Company. The employee must, within thirty (30) days of the date of the letter, notify the Company, in writing of his desire to be considered for hiring.

If the employee fails to so notify the Company, he loses all right to preferential hiring consideration. Employees who notify the Company, as specified, will be considered for preferential hiring, for a period of one (1) year from the date of their automatic termination. If the employee has not returned to work during such year, he will lose his right to preferential hiring consideration and have no further rights under this Agreement.

An employee shall not lose his seniority and all employment rights for failure to respond to recall notice, unless it was sent by certified or registered mail to his last address on file in the Human Resources Office and received by him or by some person living in the same

household. However every laid off employee shall keep the Company up to date as to his current address and telephone number. If he leaves town for an extended period of time, he shall notify the Company as to where and when he may be reached in the event of a recall. The Committee will be notified, in writing, when an employee has failed to respond to a recall notice and will be given five (5) days in which to investigate and report on the matter. If an employee has a legitimate excuse for not responding to a recall notice, he shall not lose his seniority and employment rights, but shall be deemed to be on a leave of absence until he no longer has such legitimate excuse for failing to respond to the recall notice.

Seniority shall be terminated for any one (1) of the following reasons:

1. If the employee voluntarily leaves the employ of the Company:
2. If the employee is discharged for just cause and is not reinstated:
3. Retirement under any provision of the Pension program:
4. Absence beyond five (5) working days without properly notifying the Company; then the employee will have been considered to have quit voluntarily, unless circumstances

acceptable to the Company prevent such notification.

- N.B.** Employees are responsible for notifying the Company as soon as they know they are going to be absent; advance notice, if possible is expected.

12.04 LAY OFF

Under normal circumstances, four (4) working days' notice will be given to the Union and the employee concerned in case of permanent lay off, or as required by the Employment Standard Act. Regardless of the circumstances, the Union will be notified before any lay off, except for lay offs for the balance of the shift on the offshift.

Permanent lay offs and recalls will be made on the basis of plant wide seniority. In all cases of lay off and recall after lay off, the following factors shall be applied:

1. Seniority;
2. Ability to perform the normal requirements of the job.

In a permanent layoff an employee will be given the right to prove he has the ability to do the job by working on the job for five (5) days, if he so requests, except for certain critical skilled jobs as identified by the Company. If more than one vacancy exists as a result of a

layoff the employee at his choice will choose one (1) position to qualify. If the employee cannot prove his ability by the judgement of Management within five (5) days, then he will be laid off.

Any employee who is entitled to a position and refuses it, due to a bumping situation the employee will be laid off. Any employee who is laid off under this Article will not be re-called into any position he has refused or has been disqualified.

Employees will be retained, laid off or recalled without strict observance of seniority for purposes of cross training, emergency, experiment, for maintaining the proper flow of production, preparing plant tools or equipment for a period not to exceed four (4) working days per Contract year. Layoffs of a temporary nature will not exceed eight (8) hours in a work week. Employees will not be laid off on a temporary basis providing they have the ability to perform the normal requirements of the least senior job within their shift. The Company will not use this section to deny employees their rights to exercise Plant seniority in a permanent lay off.

The Company shall furnish the Chairman of the Shop Committee with a list of all employees who are about to be laid off and of all employees who are about to be recalled.

12.05 PROMOTIONS AND TRANSFERS

1. In the event of the creating of a new job or a vacancy caused by death, retirement, quit or discharge within a department, the Company will offer such vacancy to all departmental employees possessing the abilities to perform the work in line with their seniority. If any such departmental employee shall accept the vacancy, then his job shall be filled in the same manner.
2. A After all such transfers have been completed, the remaining vacancy shall be posted for two (2) working days unless mutually agreed to by the Union and the Company.
- B The job shall be awarded in accordance with the seniority and ability to perform the normal requirements of the job, and the provisions of this section.
- C Any non-probationary employee may bid on a job; however consideration to bids will be given in the following order:
 - 1) employees with at least six (6) months seniority, who have not been permanently awarded a job bid for a least six (6) months or whose job has been discontinued;
 - 2) employees with at least six (6) months seniority;

3) any non-probationary employee.

It is understood that the job vacated by the successful job bidder on the initial job vacancy shall be posted. Successive openings created as the result of applications of the above can be filled by transfer or new hire.

D An employee is only entitled to bid or transfer twice in any six (6) month period for a vacancy and any bid or transfer not completed because of noncompletion of this period provided by Article 12.05 shall count for this restriction. The Company may, in its discretion, waive this provision.

3. An employee who accepts a job through bid or transfer, as per Section 12.05 (1) or (2) will be given a reasonable period not to exceed ten (10) working days to perform in accordance with the minimum standard requirements of the job. Additional time may be granted, upon agreement with the Union, if it is evident that the employee is on the verge of successful operation. Failing to satisfactorily perform the work or at the option of the employee, the employee shall be returned to his original job.

4. An employee who successfully bids on another job may be retained on his old job until a replacement is obtained and some fair degree of efficiency attained by the new employee, but no more than twenty (20) days

from the closing of bid, unless otherwise mutually agreed to, in writing, between the Company and the Shop Committee.

A vacancy must exist prior to the transfer of the successful applicant.

5. Temporary jobs or vacancies not exceeding thirty (30) calendar days, excluding vacations, may be filled at the discretion of the Company.

Vacancies beyond thirty (30) days shall be filled in the following manner:

- i) offered within the department;
- ii) posted as temporary vacancy.

Once the position has been filled as outlined above, subsequent vacancies will be filled at the discretion of the Company.

6. Seniority lists will be made up and kept up to date. Changes will be recorded promptly to the Union as they occur, and a new master list will be issued every month to the Union.

7. Where a position becomes available and there are employees who have been bumped out of a job or are on permanent lay off, the parties agree the following procedure applies:

- i) If there is someone in the Plant who had the job now available as his regular job the previous year (365 calendar days) but was

displaced out of the job in a permanent lay off/bumping situation then that employee (the

- ii) Once the (i) doesn't fill the job then it is posted as a vacancy in accordance with this Agreement.
- iii) Once the posting provisions for the vacancy or any resulting vacancy are completed as provided for herein, then if there is anyone on permanent on lay off, they are recalled to any remaining vacancy in accordance with the recall provisions hereof.

12.06 TEMPORARY TRANSFERS

An employee transferred to another job for the convenience of the Company will be paid the higher of his regular rate, including bonus, if any, or the new rate on the new job if the employee spends one hour or more on the new job, if not the employee's regular rate will apply.

12.07 TRANSFER OUT OF BARGAINING UNIT

An employee promoted or transferred out of the bargaining unit who the Company subsequently returns to the bargaining unit will

be deemed to have seniority acquired prior to the promotion or transfer.

12.08 TECHNOLOGICAL CHANGE

1. When a technological change is to take place the Company shall so advise the Union as soon as possible in advance of the change or changes. The Company will discuss with the Union relevant issues with respect to staffing and training that is to be required and jointly work out a program for any affected employees.
2. Any employee whose job ceased to exist through technological change will be assigned to available work in line with this Article. If no work is available, he will replace the least senior employee in the Plant, whose job he is capable of doing.
3. An opportunity will be given an employee to return to a short term job obtained through bid, where previous experience gives him the qualifications provided he has retained his bidding rights, and the job re-opens within a one (1) year period.

12.09 UNION OFFICE APPOINTMENT

Any employee covered under this contract elected or appointed to a full time or part time office of the unit, Local Union or National Union, or their affiliate, shall retain his full accumulative seniority and his job rights, providing he returns to work within ninety (90)

days after the expiration of his term of office. Such employee may elect to be covered as an active employee under the group insurance program provided he pays the full premium for his coverage. Pension credits will also be provided under the Pension Agreement to employees elected or appointed to Union Office in accordance with the above.

Article 13

GRIEVANCE PROCEDURE

Prior to a written grievance being submitted, any dispute will be discussed:

- a) By the employee and his supervisor;
- b) By the employee, Union Rep., Plant Superintendent, and the employees supervisor.

In the application of this provision, the time limits described in the grievance procedure will be applicable at the point a decision is made.

STEP ONE

The employee and appropriate Union Steward or Committeeman shall present the grievance in writing to the Foreman within five (5) days of the facts giving rise to the grievance becoming known to the employee. The Company has the burden of proof as to whether the employee knew or should have known of said facts.

The Foreman will reply to the grievance in writing within two (2) working days.

STEP TWO

Within seven (7) days of presenting the written grievance to the Foreman the Union may proceed with the grievance by presenting it to the Manager or Superintendent in charge of the department. Said person shall arrange a meeting between himself, the Plant Chairman and the Committee Person involved or their designates, within three (3) days to discuss the grievance. The grievor may be present as may other members of Management. Following the meeting the Company shall give a written reply to the grievance within three (3) working days.

STEP THREE

Within ten (10) days of the receipt of the reply to the grievance at step two the Union may present the written grievance to the Human Resources Manager. The Human Resources Manager will then arrange a meeting with the Committee, Union National Representative and or Local Union President within five (5) working days. The grievor may be present at the meeting. Following the meeting the Company shall give a written reply to the grievance within three (3) working days to the Committee with a copy to the National Representative.

The Union may proceed to arbitration with any grievance that has gone through the grievance procedure and remains unsettled. Notice of arbitration shall be given, in writing, by the Union National Representative, the Local Union President or the Plant

Chairperson to the Human Resources Manager within twenty-three (23) days following the receipt of the reply to the grievance at step three.

A policy grievance may start at step two within ten (10) days of the event or facts in question.

1. When the Company suspends, discharges or disciplines an employee involving lost time, it will issue a notice to the employee stating the reasons (who, when, why, what and where). The affected employees will be given the opportunity to meet with one (1) Committeeman or steward and the Committee Chairman before the affected employee leaves the plant. If it is necessary to call the affected employee and/or a Committeeman to the Plant for a meeting they will be paid by the Company at the regular rate (Article 7 Sections 7.08 And 7.09 do not apply).
2. In disciplining an employee, the Company will not consider anything adverse appearing in an employee's record more than one (1) year previously, nor will it discipline on the basis of a falsification of an employment application after a period of one (1) year from the date of hire. The Company will not discipline an employee for falsification of medical information submitted with the application for employment information submitted with the application for employment after a period of one (1) year from the date of hire.

3. A grievance regarding discipline may be started at step two within ten (10) days of the discipline being imposed.
4. Any employee indefinitely suspended will be advised of his status within three (3) working days.

In no event may a retroactive pay claim be made or awarded for a pay adjustment for any period in excess of forty-five (45) calendar days preceding the submission of a written grievance. The Company is similarly limited in correcting any wage overpayment.

The parties may extend the time limits by mutual agreement.

If at any point in the grievance procedure the Company reply is more than two (2) working days late, the Union may request an immediate meeting on the grievance with the ~~Vice-President~~, manufacturing who shall meet with the Union within one (1) working day that he is present in the Plant. Such meeting may be considered the 3rd step meeting in regard to the Union's right to proceed. However, the Union remains entitled to the usual 3rd step meeting.

ARBITRATION

The arbitrator shall be a person chosen mutually by the Company/Human Resources Department and the C.A.W.

Should such parties fail to agree on an arbitrator within seven (7) days after receiving a list of available arbitrators, the Ministry of Labour of the Province of Ontario will be asked to nominate an arbitrator.

The decisions of an arbitrator constituted in the above manner shall be binding on both parties.

The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with wages or rate of pay.

The parties shall split the arbitrator's fees and expenses.

The Company shall pay for any lost regular time wages for up to two (2) Employee Union Officials and for the grievor to attend at the arbitration hearing.

LEAVE OF ABSENCE

SHORT TERM

Employees may request a leave of absence for a period not to exceed five (5) days on application to his/her supervisor.

LONG TERM

Employees requesting leave of absence beyond five (5) days, not to exceed sixty (60) days, may be granted, unless the Company sets forth reasons, in writing, to the Union and the employee for denying such leave.

MATERNITY LEAVE

- i) An employee shall be granted a leave of absence for pregnancy as recommended by the employee's physician responsible for her care.
- ii) Insurance continuation for leave of absence for pregnancy will be treated like insurance continuation for any other approved medical leave under Part II, Section 9(c) of the Insurance Agreement.
- iii) Pregnancy benefits under S & A will be treated like any other temporary disability.

PERSONAL EDUCATIONAL LEAVE

A leave of absence for a period not to exceed one (1) year, without loss of seniority, may be granted an employee in order to attend a recognized College, University or Trade or Technical School full time provided the course of instruction is related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the College, University or School has accepted him as a student and on the expiration of each semester or other school term shall submit proof of attendance during such term. Such leave may be extended for additional periods not to exceed one (1) year each.

C.A.W. EDUCATION LEAVE

The Company agrees to pay into a special fund one cent (1¢) per hour, per employee, for the purpose of providing paid education leave and effective March 1, 1993 two cents (2¢) per hour, per employee. Paid educational leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW. The Company has no responsibility or liability with respect to this program after payment of such monies on a quarterly basis to the Union's Trust Fund.

The Company further agrees that no more than two (2) members of their bargaining unit (three (3) if the bargaining unit employment exceed 300 people for any (2) consecutive months) selected by the Union to attend such courses, will be granted a leave of

absence without pay for a maximum of twenty (20) days times per person during any one (1) calendar year. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave. The Union must notify the Company, in writing, in advance which employees will be on leave and for how long, two (2) weeks prior to the commencement of such leave.

LEAVE FOR UNION BUSINESS

Members of the Union elected to Union positions or selected to do work for the Union which takes them from their employment with the Company, will be granted temporary leave of absence covering such periods.

If an employee wishes to return to work prior to the expiration of his leave of absence, he may do so by advising the Human Resources Department at least three (3) days in advance.

All leave of absence requests must be in writing on forms provided by the Company stating reasons for the request, and duration of same.

These forms must be presented to the employees supervisor at least four (4) weeks prior to the starting date of such leave, except in the case of an emergency.

The application for leave of absence will be reviewed by the Company, and returned to the employee within two (2) weeks from receipt.

SAFETY, SANITATION AND HEALTH

- 16.01 The Company and Union agree to actively promote measures to assure the health and safety of all employees and the Company further agrees to make adequate provision for the safety and health of all employees.

The Company will make every effort to comply in a timely manner with all legislation pertaining to occupational health and safety.

Protective devices and other equipment necessary to protect the employee from injury, or safeguard their health, will be provided by the Company and all employees will abide by the safety rules and regulations. No employee will be required to operate or use any machine, tool or other equipment that is not safe and in good working order.

The Company agrees to notify in advance the joint Health and Safety Committee when the Company intends to replace or acquire Company supplied safety equipment or protective devices. In such circumstances the joint Health and Safety Committee will be afforded the opportunity to provide comments in this regard prior to the acquisition of such equipment.

The Company will provide prescription safety glasses to employees working on a job or in

an area where eye protection is a Company requirement provided the employee furnishes a prescription from his doctor or optometrist. **The Company will** replace such glasses if damaged by a cause attributable to the employment or if the employee presents a new and different prescription from his doctor or optometrist.

The Company will contribute up to eighty dollars **(\$80.00)** towards the cost of safety shoes of a suitable nature. This shall not exceed but once every twelve **(12)** months.

The Company agrees to provide clothing for all employees and to launder same (as soon as reasonably possible).

16.02 PAY ON DAY OF INJURY

An employee injured on the job shall be paid at his regular, or for incentive paid employees, average earnings rate **of** pay for the balance of his shift on which the injury occurred if, as a result of such injury, the employee is sent **by** the Company medical department to a doctor outside of the plant for diagnosis and transportation will be furnished by the Company. Payment for subsequent lost time for further medical attention will be considered on the facts and circumstances in each particular case.

16.03 EMPLOYEES ACCIDENT STATEMENT

Before a representative of the Company takes a formal statement from an injured employee in a compensation case, the injured employee will be advised that he has the right, if he wishes to have a witness or representative of his own choice present.

16.04 WORK IN CASE OF INJURY OR ILLNESS

Employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment and physically handicapped as a result thereof; may be offered suitable work in line with their seniority and will be paid day rate or the rate of the job, whichever is higher. During such period he will hold rights to his original job and will accumulate no rights in the assigned job. In providing such employee with work the Company shall follow the following steps; first to the available work in his department that the employee can perform, but if there is no such job then to the job of the employee who has less seniority than the disabled employee, plant wide whether or not such job is held by bid. When placed on a job in accordance with the foregoing a disabled employee may not be displaced by an employee as long as the disabled employee is entitled to work in the plant in line with his seniority and his disability continues. Each time the Company provides such a disabled employee with work pursuant to the foregoing, the Company will notify the Union, in writing, of the steps taken.

Any disabled employee who is removed from a job for his inability to perform the job in an efficient manner and who is thereafter laid off **because there is no job** that he can perform shall not thereby be disqualified for unemployment benefits.

No employee shall be denied the right to his or her job for reasons of ill health or injury if the employee's physician and the Company physician agree he or she is able to work. In case of disagreement between the Company physician and the employee's physician, the case will be decided upon by a neutral physician to be selected by mutual agreement of the Company and employee's physician.

An employee unable to work due to non-occupational illness or injury shall obtain the proper form from the Company's Medical Department to be filled out by their attending physician and returned to the Human Resources Department within ten (10) working days.

16.05 HEALTH

The Company shall provide competent medical or first aid personnel at all times employees are working.

Any employee having to visit first aid for treatment of illness or injury or for blood smears shall receive his day rate of pay, or, in the case of an incentive paid employee, his

average rate, for all time so spent. Employees will obtain permission from their supervisors before leaving so that a replacement may be provided.

16.06 SAFETY COMMITTEE

The *Company* will consent with the Union on safety matters. The Union will designate a representative to serve on a Safety Committee to consist of four (4) *Company* and four (4) Union Representatives. The Union or any *Company* representative or employee shall have the right to call unsafe conditions to the attention of Management and request their correction. The Union Safety Committeeman will be notified of a Plant inspection by a Government Health and Safety Inspector just as soon as the *Company* learns of it. He will not be prevented by the *Company* from accompanying the inspector on the inspection.

Union members on the Joint Health and Safety Committee will be allowed up to sixteen (16) hours per year working of time off with pay to attend *Company* approved Health and Safety Seminars.

The *Company* and the Union recognize the desirability of encouraging the education, instruction and training of employees in Health and Safety matters. The joint Health and Safety Committee shall be permitted, subject to *Company* approval, to provide appropriate education, instruction and training.

The Union Safety Committeeman may be selected **by** the Union from the existing Plant Unit Committee. His specified time off the job without **loss** of pay, at his average earnings, in the performance of safety duties will be **at** his day rate.

The parties agree that in addition to the provisions of the Occupational Health and Safety Act the following are duties of the joint Health and Safety Committee:

- a) To attend scheduled monthly meetings or emergency meetings where necessary.
- b) Prior to monthly meetings, the Committee shall tour and inspect the Plant for safety and health concerns and make recommendations for changes and corrections for the elimination of health and safety hazards.
- c) To receive, investigate and dispose of complaints in a timely manner, and prepare necessary reports.
- d) To ensure that every industrial injury is immediately reported to the employee's foreman and the Company "Accident/Incident Report" completed by the employee, his foreman and a worker member from the joint Safety

and Health Committee, who will also investigate and prepare a report.

16.07 UNSAFE CONDITIONS

No employee shall be requested to work on any machine or use any tool or equipment that is found to be unsafe by the Safety Committee. Safety is the responsibility of everyone.

When an employee or his Union representative give notice that he believes the employee's job is unsafe to run and states the unsafe conditions, the matter will be investigated immediately by a designated safety representative on the shift. If the job is believed to be safe, the employee will be directed to run it in accordance with the Occupational Health and Safety Act. If the employee thereafter damages or destroys any of his property or equipment such as clothing, watch, glasses, false teeth, etc., and the subsequent investigation by the Safety Committee establishes that the job was unsafe to run, then the Company, at its own expense, will repair or replace the property or equipment so damaged or destroyed.

16.08 LEAD CONTROL

The lead control procedure in effect, copies of which procedure have been furnished to the Union, will be continued in effect for the duration of this Agreement, unless it is revised or replaced by a new procedure, in which

event the Union will be furnished with copies of the revised or new procedure.

Blood lead tests will be conducted for all employees at intervals specified in the lead control procedure.

The results of any test of an employee for lead absorption will be disclosed to the employee and/or his personal physician.

Blood lead results will be released to the Union Safety Committeeman and to appropriate government agencies.

The Union and Company pledge a co-operative effort to assure that employees are instructed in the lead control procedure and that employees follow that procedure, particularly in their everyday work practices, personal hygiene, and in the use of engineering controls.

Article 17

STRIKES AND LOCKOUTS

Continuous uninterrupted operation of the Company's business with consequent assurance of the opportunity for gainful employment to the Company's employees, is hereby declared to be the essence of this Agreement; and its attainment is inherent in the engagement by the parties in the free collective bargaining out of which this Agreement is formulated.

In accordance with the Ontario Labour Relations Act, the parties agree that there shall be no strike or lockout as defined in the Ontario Labour Relations Act during the time of this Agreement.

Article 18

BULLETIN BOARD

The Company will provide bulletin boards in suitable locations in the Plant, which may be used by the Union for posting notices pertaining to the Union's business or social affairs, meetings, picnics, and the like. Such notices must be signed by the Union's Chairman or Vice-chairman and submitted in duplicate to the Company for posting. Any other notices are to be approved by Management before posting.

Article 19

STATIONARY ENGINEERS

The stationary engineers shall be in a separate and distinct department (boilerhouse department) for seniority purposes. The boilerhouse department shall be a "protected group" and shall not be affected by plantwide seniority application. Vacancies in the classification of chief engineer shall be filled by the Company at its discretion either by promotion from within or by hiring from the outside, and such action shall not be subject to the grievance procedure.

The regular schedule of hours of work and the rotation of shift assignments currently in use shall be continued with the understanding that;

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- a) The regular scheduled work week shall be Sunday through Saturday.
- b) Such schedule and the **regular starting times** shall continue in effect unless and until the Company changes them.
- c) The premium payments now in effect for overtime hours worked on the calendar weekend shall remain at time and one-half in consideration of the opportunity for employees to be scheduled for three (3) and/or four **(4)** consecutive days **of** rest.
- d) The existing practice of permitting shift "swapping" at no additional cost to the Company for overtime shall be continued.

Because of the return of their work and the statutory requirements concerning the operation of the boilerhouse department, the parties agree that it is mandatory for stationary engineers to work overtime when requested to do so by the Company. It is further agreed that the Company will act promptly to fill permanent vacancies occurring in the boilerhouse department. Stationary engineers will continue to perform work both inside and outside of the boilerhouse department which has been performed by members of such classification in the past or is required by law.

Article 20

WAIVER

All previous communications between the parties not herein contained are withdrawn and annulled. The contract contains all the terms and conditions agreed to by the parties. No other Agreement will bind the parties unless it becomes a part hereof by rider signed by the parties.

Article 21

STUDENTS

It is recognized that at certain times it will be necessary to hire students at an hourly rate of \$9.50 per hour.

While students are not covered by the terms of the collective agreement, any student who has worked sixty (60) days with the Company, shall be subject to normal dues deduction, provided the students net earnings that week exceed \$50.00. It is agreed that no student will be hired when any permanent employee is on lay off, or would result in any employee being **laid off**.

WAREHOUSE

Students will be employed between May 15th, and November 30th, in any year.

Students will not participate in overtime distribution, unless the entire department is working, or if the overtime requirements are not fulfilled within the department, classification, and shift.

During the peak period when warehouse overtime is scheduled for Saturday, the first offer will be made to full time employees, for the purpose of equalization, before students are offered ~~or~~ assigned.

GENERAL

Where full time employees schedule vacations outside of the Plant shutdown, they may elect to displace students during the shutdown period.

It is not the intent of the Company to hire students to restrict job opportunities for full time employees, therefore the ratio of students will not exceed one (1) for one (1).

Before any student is hired, the base group of thirty-two (32) positions in the warehouse must be filled (which includes people on holidays, vacations, short term illness, etc.) The Company agrees that, at all times, this base group will not consist of more than five (5) positions classified as warehouse workers.

Should a vacancy occur during the period of employment of a student, which would normally be filled by a new hire, the student may apply for such vacancy.

If the student is hired on a permanent basis, he/she will start as a new hire for all purposes of this Collective Agreement.

C.A.W. REPRESENTATION

After due notice of the Company the Union shall have the right to have either the regional director having jurisdiction and/or a representative of the CAW-CIC present at any meeting of the Shop Committee and the Management.

SKILLED TRADES

1. The Company agrees that maintenance employees are engaged ~~to~~ perform wholly maintenance duties, however, they may ~~perform~~ production duties until the set up or repair has been completed. Also, production employees may carry out minor adjustments and repairs.
2. The Company will pay ~~to~~ all maintenance men, maintenance machinists and chief stationary engineers a tool allowance of one hundred and forty dollars (\$140.00) in the first year of this Agreement, one hundred and sixty (\$160.00) in the second year of this Agreement, and one hundred and ninety (\$190.00) in the third year of this Agreement once every twelve **(12)** months for tools deemed necessary or as required by the Company.

**TERMINATION / MODIFICATION**

This Agreement shall continue in full force and effect until Feb. 28, 1995 and from year to year thereafter unless ninety (90) days prior to Feb. 28, 1995 or ninety (90) days prior to Feb. 28 of any year thereafter the Company notifies the Union or the Union notifies the Company of its desire to terminate the Agreement, and thereupon the Agreement shall terminate as of Feb. 28 next succeeding the date on which notice is given. Ninety (90) days prior to Feb. 28, 1995, or ninety (90) days prior to Feb. 28 of any year thereafter, the Company may notify the Union, or the Union may notify the Company of its desire to amend the Agreement, in which event the notice shall set forth the nature of the amendments desired. If the parties are unable to agree upon the proposed amendment or amendments, on or before Feb. 28 in any year, unless the party or parties proposing the amendment or amendments, withdraws them, the contract shall expire on Feb. 28 of that year. Any amendments that may be agreed upon shall become and be part of the Agreement without modifying or changing any of the other terms of the Agreement.

Notice shall be in writing and shall be sufficient if sent by mail to the Union to National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW), Local 252, 205 Placer Court, Willowdale, Ontario M2H 3H9, or to such other address as the CAW shall furnish to the Company in writing and if to the Company, addressed to the Batronics Human Resources Department, or to such

other address as the Company shall furnish to the Union in writing.

Signed on this 7th day of **July**, 1992.

FOR THE UNION:

Hugh Kyle
William Phillips
Manuel Trovao
Joe Desimone
Clef Thompson
Andrew Bonito
Abbott Harvey

FOR THE COMPANY:

Stewart C. Bryan
Remo Fabrizi
Lorne Hilts
Ben Catenaccio

Schedule "A"
Maple Plant Wage Scale

<u>Non-Incentive Positions</u>	<u>3/1/92</u>	<u>3/1/93</u>	<u>3/1/94</u>
Electronic Technician	20.30	20.55	20.95
Electrician	19.30	19.55	19.95
Maintenance Machinist	18.86	19.11	19.51
Maintenance (CL.1)	17.65	17.90	18.30
Maintenance (CL.2)	15.52	15.77	16.17
Stationary Engineer (Chief)	17.65	17.90	18.30
Stationary Engineer	15.39	15.64	16.04
Pollution Control Operator	15.22	15.47	15.87
Maintenance Trainee	14.81	15.06	15.46
Oiler and Greaser	14.35	14.60	15.00
Mould Cleaner	14.61	14.86	15.26
Stores	14.65	14.90	15.30
Roving Inspector/R.C.P.	15.05	15.30	15.70
Remelt Pot Operator	14.35	14.60	15.00
Material Handler	14.65	14.90	15.30
Scrap Pickup	14.65	14.90	15.30
Oxide Mill operator	14.65	14.90	15.30
Acid Cutting/Circuit Tender	14.65	14.90	15.30
Janitor	14.45	14.70	15.10
Receiver/Shipper	14.65	14.90	15.30

<u>Non-incentive Positions</u>	<u>3/1/92</u>	<u>3/1/93</u>	<u>3/1/94</u>
Battery Repair	14.65	14.90	15.30
Warehouser	14.65	14.90	15.30
Plaquing	15.05	15.30	15.70
Stock Picker	14.65	14.90	15.30
Circuit Tender	14.65	14.90	15.30
Utility Operator Industrial	14.65	14.90	15.30
Service & Repair Industrial	14.65	14.90	15.30

Starting rate shall be \$0.10 below published job rate.

Published job rate to be effective no later than completion of probationary period.

A premium of \$0.50 per hour over the published rate for employees designated as a lead hand by the Company.

Schedule "A"
Maple Plant Wage Scale

<u>Incentive Positions</u>	<u>Base Rate</u> <u>3/1/92</u>	<u>Base Rate</u> <u>3/1/93</u>	<u>Base Rate</u> <u>3/1/94</u>
Pasting			
Machine Operator	14.61	14.76	15.06
Off-Bearer	14.57	14.72	15.02
Paste Mixing	14.05	14.20	14.50
Parting Machine			
Operator	14.35	14.50	14.80
Off-Bearer	14.29	14.44	14.74
Saw Parting	14.27	14.42	14.72
Stacking			
Operator	14.35	14.50	14.80
Off-Bearer	14.29	14.44	14.74
Forming Room			
Operator	14.29	14.44	14.74

<u>Incentive Positions</u>	<u>Base Rate</u> <u>3/1/92</u>	<u>Base Rate</u> <u>3/1/93</u>	<u>Base Rate</u> <u>3/1/94</u>
Negative Ovens	14.27	14.42	14.72
Caston: Mac/Dyna			
Operator	14.35	14.50	14.80
FSS-400			
On-Bearoperator	14.41	14.56	14.86
Caston	14.41	14.56	14.86
Sinker	14.35	14.50	14.80
Plate Wrapping			
Tex Max Operator	14.35	14.50	14.80
Tex Max Off-Bearer	14.29	14.44	14.74
Foundry			
Grid Caster	16.04	16.19	16.49
Assembly			
Post Burner	14.31	14.46	14.76

<u>incentive Positions</u>	<u>Base Rate</u> <u>3/1/92</u>	<u>Base Rate</u> <u>3/1/93</u>	<u>Base Rate</u> <u>3/1/94</u>
Operator	14.27	14.42	14.72
Box Developing			
Operator	14.27	14.42	14.72
Packaging			
Operator	14.27	14.42	14.72
Industrial			
Cell Assembly	14.35	14.50	14.80
Tray Assembly	14.35	14.50	14.80
Charging	14.27	14.42	14.72

SCHEDULE "

CLASSIFICATION

CLASSIFICATION	SKILLED	SEMI-SKILLED
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MAINTENANCE

Electronic Technician
Electrician
Maintenance Machinist
Maintenance Class 1
Maintenance Class 2
Maintenance Trainee
Oiler and Greaser
Pollution Control Operator
Stationary Engineer Chief
Stationary Engineer
Mold Cleaner
Stores

*

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PASTING

Machine Operator
Off-Bearer
Paste Mixing

*

PARTING MACHINE

Operator
Off-Bearer
Saw Parting

*

*

FORMING ROOM

Operator
Negative Ovens
Circuit Tender

*

*

STACKING

Operator
Off-Bearer

*

<u>CLASSIFICATION</u>	<u>SK</u>	<u>ED</u>	<u>SEMI-SKILLED</u>
CASTON:MAC/DYNA Operator			
FSS-400 On-Bearer Caston Sinker			*
PLATE WRAPPING Tex Max Operator Tex Max Off-Bearer			*
BOX DEVELOPING Operator Circuit Tender			*
Roving Inspector - Q.C. Oxide Mill Operator Remelt Pot Operator Material Handler Scrap Pickup Acid Cutting/Circuit Tender Janitor Receiver/Shipper			* * * * *
Battery Assembly Assembly Post Burner Battery Repair Grid Caster Packaging Operator Plaquing Stock Picker Warehouser			* * * *

CLASSIFICATION

<u>CLASSIFICATION</u>	<u>SKILLED</u>	<u>SEMI-SKILLED</u>
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INDUSTRIAL BATTERY

Tray Assembly
Cell Assembly
Circuit Tender
Utility Operator
Service & Repair

DEFINITION:

Skilled: Employee must have held the classification and/or one comparable to.

Semi-Skilled: Five (5) working days and attain no less than 80% productivity.

Material Handler: All employees in classification required to operate counter balance or narrow aisle equipment must possess a certificate in good standing. If the need arises in a bumping situation the Company will provide the necessary assistance to a maximum of five (5) people per calendar year.

Appendix 1

insurance, Welfare & Pension

The Company will provide on behalf of all eligible employees, the benefits in effect as of February 29, 1992 and as amended from time to time through the renewal of the Collective Agreement.

Benefits under the Group Insurance and Pension Plan are described in the Employee Benefit booklet.

February 19, 1992

Mr. Hugh Kyle
National Representative
C.A.W. - Local 252
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Kyle:

Re: Article 8 - Overtime

With respect to concerns discussed at the recent negotiations in regards to the above noted Article: ~~this is to confirm that~~ when the opportunity for overtime exists, employees involved within the department will be afforded first opportunity. At the same time for record purposes all employees involved within a department will sign an overtime record schedule.

Yours very truly,

Batronics Inc.

Stewart C. Bryan
Manager, Human Resources

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

H. Kyle

February 19, 1992

Mr. Hugh Kyle
National Representative
C.A.W. - Local 252
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Hugh:

Re: Article 2.03 - Supervisor's Duties and Non-Bargaining
Unit Personnel Duties

With respect to concerns raised in the recent negotiations in regards to the above noted Article; we wish to emphasise that all Foreman, Assistant Foreman, Supervisor's and other Plant-Personnel outside the bargaining unit, will not perform work that is outside their normal scope of responsibilities.

Should any complaint arise out of the foregoing it will be taken up with the Unit Committee, Plant Superintendent and Manager of Human Resources, and will be acted upon immediately,

Yours very truly,

Batronics Inc

Stewart C. Bryan
Manager, Human Resources

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

H. Kyle

February 19, 1992

Mr. Hugh Kyle
National Representative
C.A.W. - Local 252
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Kyle:

Re: Skilled Trades - Maintenance Mechanics

Further to discussions at the recent negotiations on the above captioned subject, the Company had at one point in time introduced a Cross-Training program for Maintenance Mechanics. At the present time the program has been suspended.

The parties recognize the need for continuing upgrading of employees skills and will when appropriate reinstate this program. The Union will be advised of the methodology and the employees involved.

Yours very truly.

Batronics Inc

Stewart C. Bryan
Manager, Human Resources

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

H. Kyle

February 20, 1992

Mr. Hugh Kyle
National Representative
C.A.W. - Local 252
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Kyle:

Schedule B - Classifications

This is to confirm that should the need arise to reinstate any classifications that have been eliminated in these negotiations then those classifications will be reinstated in accordance with the previous collective agreement expiring February 29, 1992.

Yours very truly.

Baltronics Inc.

Stewart C. Bryan
Manager, Human Resources

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

H. Kyle

March 5, 1992

Mr. Hugh Kyle
National Representative
C.A.W. Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Kyle:

Re: Supplementary Unemployment Fund (S.U.B.)

Further to discussions at the recent negotiations on the above subject, it is agreed that a one (1) year ~~freeze~~ will be placed on the S.U.B. with respect to payments being made ~~from~~ the fund. The Company, during this one (1) year period will continue to contribute to the fund in the same **amount** as currently being contributed. At the end of the one (1) year period the Company and the Union will meet and review the then status of the fund, with a view to re-structure the program on the bases of a Group Registered Retirement Savings Plan.

In the event that it is not possible to introduce or develop a group R.R.S.P. program, it is agreed that the administration of the fund will continue in its current state.

Yours very truly

BATTRONICS INC.
Stewart C. Bryan
Manager, Human Resources

/s/

The foregoing is hereby agreed to and acknowledged on behalf of Local 252.

H. Kyle

