

# AGREEMENT

between

**HONEYWELL LIMITED  
HONEYWELL LIMITÉE  
Scarborough Plant at 740 Ellesmere Road**

— and —

JAN 10 1994

**NATIONAL UNION  
AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS UNION OF CANADA  
(CAW/TCA)  
LOCAL 80**

**1993 - 1995**

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**AGREEMENT**

This agreement made and entered on this  
1st day of March, 1993

between

Honeywell Limited — Honeywell Limitée  
Scarborough Plant at 740 Ellesmere Road  
hereinafter called “the Company”

of the **first** part

and

National Automobile, Aerospace and  
Agricultural Implement Workers Union of  
Canada (CAW/TCA), and its Local No. 80  
hereinafter called “the Union”

of the second part

Witnesseth:

**ARTICLE I  
PURPOSE**

1. The purpose of this agreement is, in the mutual interests of the Company and the employees, to establish and maintain orderly collective bargaining relations between the Company and the Union by stating the complete agreement between the Company and the Union regarding working conditions, hours of work, wages and other conditions of employment.

**ARTICLE II  
RECOGNITION**

1. The Company recognizes the Union as the sole and exclusive bargaining agent for all its hourly rated employees at its Scarborough Plant at 740 Ellesmere Road and Birchmount Road, save and except supervisor, persons above the rank of supervisor, steamfitters and pipefitters in the service and installation departments, office staff (including factory office employees), technical and sales staff, security guards, students employed during school vacation periods, students on a cooperative training basis with a university, and university and technical school graduates on a graduate training programme.
2. Employees not included in the bargaining unit shall not perform work normally assigned to production workers, except under the following conditions:
  - (a) Instruction or training of employees.

- (b) In the performance of necessary work and when difficulties are encountered on the job.
- (c) In situations beyond the Company's control such as emergencies, or when bargaining unit employees **are** not readily available.
- (d) With respect to new product introduction and checkout.
- (e) Students and graduates referred to in I. above.

Students or trainees referred to above will be permitted to perform any duties normally assigned to bargaining unit employees but shall not displace any employee on layoff. The *total* number of students and trainees employed on work normally performed by members of the bargaining unit **shall** not exceed 4% of the total bargaining unit at any one time.

No student or trainee will be employed in any one department for a period in excess of six (6) months.

- 3. The right of any employee to **talk** over his/her problems with the Company individually is preserved, but any arrangements made on such a basis must not conflict with any of the terms and provisions of this agreement or with **the** rights of the Union as herein outlined.
- 4. No employee shall be discriminated against by the Company or the Union because s/he is or is not a member of the Union or because of race, colour, creed, national origin, age or sex.

**ARTICLE III  
MANAGEMENT RIGHTS**

1. The Union agrees that subject only to the express provisions of this agreement the supervision, management and control of the Company's business, operations and plants are exclusively the function of the Company and that the Company has the right to make such reasonable rules and regulations as it considers necessary or advisable for the orderly and efficient conduct of its business.
  
2. The Union acknowledges that it is the exclusive function of the Company to:
  - (a) Maintain order, discipline and efficiency.
  - (b) Hire, retire (at age sixty-five (65) or under the terms and conditions of the pension plan), discharge, transfer, classify, promote, demote, lay-off, suspend or otherwise discipline employees for just cause provided that no such action will be in violation of an express provision of this agreement, subject to the rights of employees to grieve under the terms of this agreement.
  - (c) Generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to introduce or change machine processes; to make studies of and to institute changes in work loads, assignment of job duties, methods of operation, production and quality standards, to determine the products to be manufactured, methods of manufacture, schedules of production,



kinds and locations of machines and tools to be used, processes **of** manufacturing, engineering and designing of its products, the control **of** materials and parts to be incorporated in the products produced, the extension, limitation, curtailment or cessation of operations and all other matters concerning the Company's **op**-erations not otherwise specifically dealt with elsewhere in this agreement.

#### **ARTICLE IV NO STRIKE — NO LOCKOUT**

1. During the term of this agreement, the Company agrees that there will be no lockout and the Union agrees that there will be no slowdown, strike or other stoppage **of** or interference with work.

#### **ARTICLE V UNION SECURITY**



- I. (a) An employee who is a member of the Union in good standing on the effective date of this agreement, or who may become a member during the term **of** this agreement, ~~shall maintain his/~~her membership in the Union as a condition of his/her continued employment and will pay Union dues in accordance with the Union constitution.
- (b) All new employees hired during the term of this agreement shall become members **of** the Union. Such employees shall, as a condition of

continued employment, remain members of the Union in good standing during the term of this agreement; they shall sign an "Authorization to Deduct Union Dues" form to be supplied by the CAW for this purpose, and payment shall be made by payroll deductions. The amount so deducted shall be in accordance with the Union constitution.

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- (c) The Company will remit at least once a month to the Union the amount deducted together with a statement giving names of the employees and the amount deducted.
  - (d) The Union agrees to keep the Company harmless from any claims against it by an employee which arise out of deduction under this article.
  - (e) This clause will become null and void should the Union contravene the provisions of Article IV of the Collective Agreement.

#### ARTICLE VI UNION REPRESENTATION

- 1. (a) The Union may appoint or elect one steward to represent employees in each of the following zones:
  - Zone 1** — Department 808
  - Zone 2** — Departments 807, 814 and 847
  - Zone 3** — Departments 800, 809, 810, and 824

**Zone 4** — Departments 812, 813, 826 and 460

**Zone 5** — Departments 822, 823, 827 and 828

**Zone 6** — Departments 820, 848 and 851

**Zone 7** — Departments 184, 819, 830 and 831

**Zone 8** — Departments 811, 817 and 839

**Zone 9** — Shall be employees on the afternoon shift.

- (b) Only the employee appointed or elected for each of the above defined zones will be recognized in the handling of the complaints or grievances of the employees in his/her zone. When a steward is absent, his/her function may be temporarily carried out by the chairperson of the grievance committee or the alternate chairperson. The alternate chairperson will be from the membership of the Union Grievance committee.
2. The permanent Union Grievance committee of five (5) shall be comprised of the president of the Union, the plant chairperson and three (3) stewards from the zones listed in 1.(a) above, one of whom will represent skilled trades.
  3. The Union acknowledges and agrees that each steward has regular duties to perform in connection with his/her employment, and that in the investigation and handling of complaints and grievances their activities shall not seriously interfere with production. Within this framework, the steward shall

be permitted such reasonable time as may be necessary to discuss with the employee and/or the supervisor a specific complaint or grievance. This will also apply to the steward and the chairperson of the grievance committee when the steward seeks out the latter relative to such grievance; time shall also be allowed for consultation related to in-plant problems between the chairperson of the grievance committee and the president of the local. Such time will be paid, and in addition, the above recognized Union representatives will be paid for time spent in meetings with management. Such pay shall apply during each of the above Union representative's regular working hours for the handling of complaints and grievances up to and including Step No. 3 of the grievance procedure in accordance with Article VII of this agreement.

4. Before leaving his/her regular duties to perform duties under the grievance procedure, a steward shall obtain a pass from his/her supervisor. At the time of requesting a pass, s/he shall indicate the nature of the complaint, the employee(s) involved and the estimated time required away from his/her job. S/He shall record on the pass or other time card form as provided, his/her actual time of departure and return to his/her job. If the complaint is in a department other than his/her own, she shall present the pass to the supervisor of the department being entered, advising him/her whom s/he wishes to see and obtaining permission to be present in the department.

5. There shall be no Union meetings, petitions, collections or distributions on the Company's premises by representatives of the Union or employees in the bargaining unit.
6. The Union will supply the Company with a list of the names of its stewards, grievance committee, the alternate chairperson of the grievance committee and Union officers and will keep such list up to date at all times.
7. Meetings between the Union grievance committee and the management may be held at the request of either party and/or at the convenience of both. At any meeting with management, the Union grievance committee may have present a representative(s) of the National Union.

Matters to be discussed at any such meeting, shall be listed in an agenda to be supplied by the party requesting the meeting. The agenda will be submitted as early as possible, but with reasonable notice in advance of the proposed meeting. Meetings will normally be scheduled for 2:00 p.m. of the day arranged for the meeting. Any authorized employee attending such meeting during their regular working hours shall be paid by the Company at their regular straight time hourly rate.

8. Prior to a disciplinary meeting that will result in a derogatory notation, an employee will be advised of his/her right to immediate Union representation.

9. The Company will recognize an appointed member of the bargaining unit as a Workers' Compensation Representative whose role will be to assist employees with Workers' Compensation Board claims when necessary.
10. The Company will recognize an appointed member of the bargaining unit, with appropriate interpersonal skills, as a Substance Abuse Representative.

The role of the representative will be to work jointly with the Manager, Industrial Relations, or other company designate, to assist employees with Substance Abuse situations.

## **ARTICLE VII GRIEVANCE PROCEDURE**

1. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. If an employee has a complaint, s/he shall submit it to his/her supervisor within seven (7) full working days after the circumstances giving rise to the complaint has occurred. S/He may do this personally, with or without his/her steward present, or s/he may request the steward to do it for him/her. The employee will be present when the matter is discussed by the steward and the supervisor, if either party so request. The supervisor's verbal decision shall be given within three (3) working days from the day the complaint was first presented to him/her.

It is understood that an employee has no grievance **until the supervisor has** been given the opportunity of adjusting his/her complaint. If the employee's complaint is not settled it may be taken up as a grievance within three (3) full working days after receiving the supervisor's decision, in the following manner and sequence:

**STEP NO. 1** — The employee, who may request the assistance of his/her steward, will present his/her grievance in writing to his/her supervisor. The grievance shall be signed by the employee and shall set out the nature of the grievance, the remedy sought and the section or sections of the agreement allegedly violated.

The section or sections of the agreement shall be set out at this step for the purpose of clarification of the grievance and errors in such listing shall not be considered cause for rejection of the grievance at any step.

Exceptional cases that do not claim an agreement violation shall not be required to set out the section(s) violated. The decision of the supervisor shall be rendered in writing within three (3) full working days following presentation of the written grievance.

Failing settlement and if the grievance arises from a dispute over the interpretation, application, administration, or alleged violation of this agreement, then:

**STEP NO. 2** — Within three (3) full working days following the decision under Step No. 1, the steward shall present the written grievance to the employee's production manager (or the person in the equivalent position).

The grievance as presented shall contain corrections to errors or omissions from the listing in Step No. 1 of the section or sections of the agreement allegedly violated. A meeting will then be held within three (3) full working days following the presentation of the grievance in this step, between the steward and the manager, who may or may not be accompanied by a representative of the Industrial Relations Department. If the manager is accompanied by any such representative, the steward may be accompanied by the chairperson of the grievance committee. The employee will not normally be present unless requested by the Union. In such instances the supervisor may also be present, at the discretion of the manager. The decision of the manager shall be given in writing with three (3) full working days following such meeting.

Failing settlement, then:

**STEP NO. 3** — Within five (5) full working days following the decision under Step No. 2 the chairperson of the grievance committee shall present the written grievance to the Industrial Relations Department. A meeting shall be held within five (5) full working days between the grievance committee and the operations manager or equivalent, and/



or any other person(s) designated by him/her. The steward related to the grievance and a **national** representative(s) of the Union may be present at such meeting. The decision of the operations manager or equivalent shall be given in writing within five (5) full working days following such meeting.

2. Failing settlement under Step No. 3 of any grievance arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to arbitration by either party by delivering to the other party, within ten (10) full working days after the final decision under Step No. 3, a written request for arbitration which shall name a nominee.
3. Any grievance arising from the interpretation, application, administration or alleged violation of this agreement, exclusive of grievances primarily of concern to a single employee or group of employees within a single department, may be submitted in writing by either party at Step No. 2 within five (5) full working days after the circumstances giving rise to the grievance have occurred.
4. (a) If at any step in the grievance procedure a written answer is not given within the time limit specified, the grieving party **shall** be entitled to submit the grievance to the next step of the grievance procedure, including arbitration, within the specified time limit for such submis-

sion, computed from the first working day following the day the answer was due.

- (b) Any grievance not submitted within any time limit stated in any step of the grievance procedure shall be considered dropped.
  - (c) Settlements arrived at in any step of the grievance procedure shall be final and binding upon all parties to the grievance.
5. (a) A claim by an employee with seniority that s/he has been unjustly discharged or suspended shall be treated as a grievance, if a written grievance signed by the employee is lodged within three (3) full working days after s/he has been advised in writing that s/he has been discharged or suspended, a copy of which shall be given to the plant chairperson. The release or suspension of a probationary employee will not be subject to the grievance procedure.
- (b) Such special grievances may be settled under the grievance procedure, including arbitration by:
    - (i) Confirming the Company's action in dismissing or suspending the employee.
    - (ii) Reinstating the employee with full compensation for time lost less any amount of money or compensation s/he may have earned or received while on discharge or suspension without compensation.
    - (iii) Any other arrangement, including modifi-

cation of the discharge or suspension which is, in the opinion of the Arbitration Board, just and equitable.

6. Any settlement or decision made under the grievance procedure including arbitration, shall not be made retroactive prior to five (5) full working days prior to the date on which the grievance was first presented hereunder, provided, however that in the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustments made shall be retroactive not beyond the pay period preceding that pay period covered by such pay, if the employee files his/her grievance within five (5) working days after receipt of such pay.
7. By mutual agreement of the parties hereto, extension of the foregoing time limits may be arranged. Any such extension shall be in writing and signed by both parties.
8. Derogatory notations placed against the record of an employee shall automatically become null and void after twenty-four (24) months from the date of issue provided no additional notice for a similar offence appears on the employee's record for the **six** (6) months preceding the anniversary date of the last such notation.

**ARTICLE VIII  
ARBITRATION**

1. When either party requests that a grievance be submitted to arbitration as provided in Article VII, Grievance Procedure the party receiving such a timely request, which nominates an arbitrator, shall within five (5) days thereafter, also nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to make such appointment upon the application thereto by the party invoking the arbitration procedure. The two arbitrators so nominated shall within five (5) days select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within such period, they shall then request the Minister of Labour for the Province of Ontario to select an impartial chairman, provided that the chairman shall be selected from other than the Civil Service and shall be chosen having regard to his/her impartiality, his/her qualifications in interpreting collective bargaining agreements, and his/her familiarity with the industry. If the case involves job evaluation or production standards the chairman shall be experienced in the relevant techniques. In such cases the Arbitration Board shall be limited to a determination of whether or not the job evaluation/production standard in dispute was arrived at by a consistent application of the job evaluation plan/work measurement system. It shall not have the power to establish a new job evaluation/production standard. If it

determines that this has been done, the matter shall be **referred to the Company for appropriate action.** No person may be appointed as an arbitrator who has prior to his/her appointment been involved in an attempt to settle the grievance.

2. No matter may be submitted to arbitration which has not been properly carried through the required steps of the grievance procedure.
3. The Arbitration Board shall not have jurisdiction to amend or add to any **of** the provisions of this agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement.
4. The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority **of** such board will be final and binding upon the parties thereto.
5. Each of the parties hereto will bear the expenses **of** the arbitrator appointed by it, and the parties will jointly bear the expenses of the chairman of the Arbitration Board.

## **ARTICLE IX SENIORITY**

### **1. SENIORITY — ACQUISITION**

- 1.1 An employee will be regarded as probationary until s/he acquires seniority. An employee will obtain

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seniority standing after having fifty (50) days worked, subsequent to his/her most recent date of employment, and his/her seniority will then date back to such date. Notwithstanding this, if an employee completes fifty (50) days worked in any six (6) consecutive months s/he will acquire seniority which will date back fifty (50) days **from** the date s/he acquired this seniority.

1.2 An employee with seniority who is assigned to any job group covered by this agreement as a result of a reduction of forces, promotion or recall shall maintain his/her full seniority.

1.3 Persons transferred into the bargaining unit will be credited with seniority equal to all previous seniority **as** of the date of his/her transfer out of the bargaining unit, provided that the period out of the bargaining unit does not exceed twenty-four (24) months.

1.4 Group Leaders will accumulate seniority in the classification of the highest employee in their group for the purposes of exercising their seniority rights under this article in the event the Group Leader position is declared surplus.

## 2. SENIORITY — LOSS

Seniority shall be lost and the employee considered terminated if s/he:

- (a) Resigns.
- (b) Retires, or is retired at age sixty-five (65), or is retired under the terms and provisions of the pension plan.
- (c) Is absent for three (3) consecutive work days without notification to the Company within such period, giving good and acceptable reasons which are beyond his/her control.
- (d) Fails **to** advise the Company of his/her intentions, within two (2) working days of receiving a written recall notice delivered to his/her last address according to Company records or fails to return to work within five (5) working days of receiving written recall notice, unless reason acceptable to the Company is given. The Company will notify the Union when this type of recall **is** being made.
- (e) Having seniority, is laid off or out of service for any reason other than Workers' Compensation for a period of time not less than six (6) months but otherwise equal to the seniority s/ he had acquired prior to the time of going out of service up to a maximum of twenty-four (24) months.
- (f) **Is** discharged and such discharge is not reversed through the grievance procedure.
- (g) Fails to return to work upon the expiration of a leave of absence unless prevented from doing **so** for good and acceptable reasons which are beyond his/her control.

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### 3. APPLICATION OF SENIORITY

3.1 Whenever changes in business conditions result in a reduction or displacement of the workforce, seniority, as defined in this Article, will be applied if one or more of the following occurs:-

- (a) there is loss of compensation
- (b) there is loss of shift protection
- (c) there is **loss** of employment

Other than these circumstances, redeployment of the workforce to point-of-need will be conducted with regard to the principles of minimum disruption to ongoing operations and, where possible, maintenance of workteam stability.

3.2 In the application of seniority under this Article an employee must have the skill and ability, as determined by the Company, to meet all the normal requirements of the new job in ten (10) working days. During this period, management will provide the reasonable resources required by the employee **for** complete job instruction and familiarization. Failure to achieve satisfactory performance will result in the employee being transferred to another job in accordance with Section 4. **of** this Article.

### 4. DISPLACEMENT & LAYOFF

4.1 Employees shall be assigned to one of the following seniority groups: A, T, S or M.

“Job **groups**” are shown by blocks on the seniority



charts and "flow" lines join connected job groups **indicating** the displacement **route** in **the event of a** reduction in forces. Job groups currently in existence within these seniority groups and the normal displacement flow procedure shall be displayed on seniority bulletin boards. The Company will post seniority lists and will periodically update them.

4.2 Whenever the Company determines that a reduction of force is necessary, resulting in conditions (a), (b) or (c) ~~of~~ Section 3.1 of this Article, it will determine the number of employees to be removed in each job group. Subject to fulfilling the conditions of Section 3.2 of this Article, an employee removed from their job or workteam will exercise their seniority, within their seniority group, in the following sequence before being laid off:

(a) Within the same labour grade:

- (i) If a job opening exists within their job group (unfilled following the application of Section 5.1(a) of this Article), they will, if qualified according to Section 3.2 of this Article, be placed in the opening. If the opening **is** on another shift and shift protection **is** declared, or if the opening **is** in another job group, again at the same grade level, and the employee refuses it, they will displace the least senior employee in their original job group and shift, if qualified. The least senior employee being displaced in the job group will then have the same opportunity **to** fill the opening, if qualified.

- (ii) If not qualified for an opening or if none exists, they will then displace the least senior employee in their job group. If the employee about to be displaced is **on** another shift, and shift protection is declared, they will displace the least senior employee in their original job group and shift.
  - (iii) If not qualified to displace the least senior employee in their job group and/or their shift, they shall then exercise their seniority as in 4.2(b) below.
- (b) Within the next lower labour grade:
- (i) If a job opening exists (unfilled following the application of Section 5.1(a) of this Article), they will, if qualified according to Section 3.2 of this Article, be given the opportunity for placement in the opening. *W/E* If the opening is on another shift and shift protection is declared, or if the employee refuses it, they will displace the least senior employee in the connected job group and shift, if qualified. The least senior employee in the connected job group will then have the same opportunity to fill the opening, if qualified.
  - (ii) If not qualified for **an** opening or if none exists, they will then displace the least senior employee in the connected job group. If the employee about to be displaced is on another shift, and shift protection is declared, they will displace the

- least senior employee in the connected job group and shift.
- (iii) If not qualified to displace the least senior employee in the connected job group and shift, they shall then exercise their seniority with successively lower labour grades as outlined in this Section 4.2(b), until they reach the lowest labour grade and are effectively laid off.
- (c) In the application of the above procedure it is understood:
- (i) When a layoff is required, the sequence will begin with the least senior employee within the bargaining unit, up to and including the grade 9 level.
  - (ii) An employee working on a temporary assignment will be considered to belong in the job group and/or department according to Company records.
  - (iii) Probationary employees shall be removed from the affected job group before removal of an employee with seniority.
  - (iv) When an employee, who is being displaced, has declared shift protection, they will have bumping rights on their shift only.
- (d) In the event that an employee changes shift as a result of the application of this section, subject to production needs, a reasonable delay in the effective date of the change in jobs will be given, if personal rearrangements such as child care or family care are required.

- 4.3 (a) In the application of Section 4.2 the normal procedure will apply for seniority group "T" except after any probationary employees have been removed as per 4.2(b) those employees on progression in the affected job group shall be removed in the order of seniority, provided that the employee being placed fulfills the conditions of Section 3.2 of this Article.

Following which the normal provisions of Section 4.2 shall apply to employees at job rate.

- (b) An employee who is about to be laid off in seniority group "T" shall exercise seniority in seniority group "A" in accordance with Section 4.2 above, at the entry point of labour grade 5 as shown on seniority flow chart A.

## **5. PLACEMENT & RECALL**

- 5.1 When it has been determined that a job opening exists and if, in the planned placement of employees, any of the conditions (a), (b) or (c) of Section 3.1 of this Article apply, the Company will follow the sequence set out below until the opening is filled, subject to the employee concerned fulfilling the conditions of Section 3.2 of this Article.

If none of the Section 3 conditions of this article apply, redeployment of the workforce to point-of-need, will be conducted with regard to the principles of minimum disruption to ongoing operations and, where possible, maintenance of workteam stability.

- (a) The most senior employee who has been removed due to a reduction in forces within the last twenty-four (24) consecutive months from the flow line in which the job opening exists, will be given the opportunity for placement in the job, provided the job is not in a higher labour grade than their original job group from which they were removed, and provided they are not currently working on a job in an equal or higher labour grade on the same shift as the opening (unless they are performing such work on a temporary transfer basis). 27/10
- (b) If after following the procedure set out above the job opening remains unfilled an employee who is in the same job group or labour grade in which the opening exists and who is being removed per Section 4 of this article shall be transferred to fill the opening.
- (c) If after following the procedure set out above the job opening remains unfilled that most senior employee removed due to a reduction in forces from the same or a higher labour grade, will be given the opportunity for placement in the job.
- (d) If after following the procedure set out above, the job opening remains unfilled it shall be subject to job posting under Article X.

5.2 In the case of recall in accordance with Section 5.1 of this article, the following shall apply:

- (a) Recall of employees on layoff may be made by

telephone. If contact with the employee is not made by phone, written recall notice will be delivered to the employee's last address according to Company records.

- (b) An employee on layoff who is recalled but is unable to return to work due to illness will, upon recovery be placed in a job opening in accordance with Section 4.2(a)(i), of this article or displace the least senior employee recalled in his/her seniority group, provided that the recovered employee has greater seniority. Such employees may be required to pass a physical examination by the Company doctor prior to returning to work.
  - (c) When it is determined that a recall from layoff is required, and multiple classifications are available up to and including grade nine (9), the most senior employee will be placed in the higher classification, subject to Article IX, Section 3.
  - (d) An employee who refuses recall or placement under this section will not be eligible for any subsequent recalls.
6. Employees may be laid off for reasons such as emergencies or material shortages for temporary periods not to exceed five (5) consecutive working days without prior notice and without regard to seniority. Such temporary layoffs will not exceed ten (10) working days in any calendar year for any employee. Affected employees will receive one

(1) day's notice or one (1) day's pay at the regular hourly rate in lieu of notice except in cases where a temporary **layoff may be** the result of an emergency or other circumstances beyond the control of the Company.

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7. The Company agrees that in the event of a layoff of over ten (10) successive working days, employees except those on probation will be given five (5) working days' notice except where such layoff results from **an** emergency **or** other circumstances beyond the control of the Company.

8. (a) Where a reduction in the work force would result in the removal from his/her zone of a recognized steward having two (2) or more years of seniority and so long as there are employees working in his/her zone, such representative shall be considered for the purpose of layoff and displacement as having greater seniority than the least senior employee remaining in the zone whose work s/he is qualified to perform.

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(b) The incumbent in the office of the president and financial secretary shall be considered as having greater seniority than the least senior employee remaining, whose work s/he is qualified to perform.

9. Certain areas of the Company's activities are under strict security regulations as imposed by the Canadian Government and its agencies. Therefore, for

the purpose of implementing the regulations, the Company may be forced to refuse access to or transfer to or from any such area coming under the jurisdiction of security regulations.

- 10 (a) Employees on sick leave for a period not to exceed twenty (20) working days, will return to their original job.
- (b) Exceptions to paragraph (a) will be permitted under the following conditions:-
  - (i) the absence is of a pre-determined nature for a physical illness or injury.
  - (ii) the return to work date is greater than twenty (20) working days but no more than thirty (30) working days.
  - (iii) written confirmation of the return to work date ~~is~~ provided by the attending physician and verified by the Company doctor.
  - (iv) the absence is supported by continued satisfactory medical proof of disability when requested by the Company.
- (c) Employees returning from these types of absence must work five (5) consecutive working days to fulfill the intent of what "return to work" means.

II. When a reduction in the workforce has caused an employee to be removed from a job/team, which was under re-evaluation, the recall rights of that employee will be adjusted, if applicable, to reflect a



grade increase resulting from the re-evaluation, provided:

- (a) the employee has been formally assigned to the particular job/team by Industrial Relations and
- (b) the employee had performed the particular job in excess of forty (40) working days.

**ARTICLE X  
JOB POSTING**

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1. The Company recognizes and agrees with the principle of job posting as a method by which employees have an opportunity to apply **for** and to be considered for higher graded jobs within the factory. The Company also recognizes **that** it is the privilege of any employee at any time to consult with his/her supervisor or the Industrial Relations Department with respect to possibilities for advancement and promotion in line with the employee's experience, ability or interests.
2. The decision as to the final selection of personnel to fill a **job** posting will be based primarily on the skill **and** ability for the job. Past performance and regularity of attendance will also be considered. Where qualifications are approximately equal, seniority will be the deciding factor. In all cases the employee selected for the job must be qualified for it. *2/14*
3. (a) When a job opening remains unfilled after fol-

lowing the procedure in Article IX, a notice of the job opening will be posted for two (2) working days on bulletin boards in the plant. Any employee who is classified in a higher, or same grade on a different shift, or lower grade and has seniority may bid. The posting will be filled from qualified bidding employees in the seniority group in which it exists in accordance with Section 2 of this article. If the posting remains unfilled, it will be filled by qualified bidding employees in any seniority group in accordance with Section 2 of this article.

- (b) If the posting still remains unfilled, the most senior employee, subject to Article IX, Section 3, will be recalled.
  - (c) **If** after following the procedure set out above the posting remains unfilled, the Company may fill the job from outside.
  - (d) An employee must have been in the present classification for fifty (50) working days before s/he may bid for a posted job under this article.
4. Jobs subject to posting will include all hourly rated jobs above grade 11. Requirements for the position of Group Leader will be excluded from job posting. Group Leaders will be appointed by management when in addition to regular production activities there **is** a need to provide work direction to employees in their area of responsibility.
5. The job posting notice will be accompanied by the job description for Schedule "A" openings.

6. Probationary employees may apply for a job posting. If the job is not filled by a seniority employee, the probationary employee will be considered before securing outside help.
7. When a job has been re-evaluated resulting in a grade change, Article X, Section 3 (d) shall not apply to the incumbent.
8. The Supervisor will advise of his/her selection on a job posting within ten (10) working days of its removal from the board, unless there are extenuating circumstances which would be communicated to the Union steward.
9. When a selection on a job posting has been made both parties are committed to the following:
  - (a) If the employee changes their mind they will be moved to a Grade 11 opening.
  - (b) If the job posting is cancelled after a selection is made the selected employee will exercise their seniority at the new level.

**ARTICLE XI  
TRANSFERS, PROMOTIONS AND  
PROGRESSIONS**

1. An employee who transfers to a job in the same labour grade as the job s/he transferred from will retain his/her rate of pay. If the employee with seniority is at the starting rate on the old job, s/he will begin the new job with his/her accumulated

service applied toward his/her progression to the job rate.

2. The employee's starting rate on a job to which s/he transfers will be determined by the employee's qualifications as follows:
  - (a) Where the new job is one (1) or two (2) labour grades higher, the employee will be given the low of the rate for the new job, with the date of the rate change to be as set out in Section 4. of this article. Progression to the job rate will be made within three (3) months providing the employee is able to attain a satisfactory level of performance. In the event the employee is unable to perform the job in a satisfying manner s/he will be placed in a job opening in his/her former labour grade, providing s/he is capable of performing the work, or if **no** such opening exists s/he will return to his/her previous job, displacing any employee promoted or hired to fill it, provided s/he has greater seniority. The displaced employee will exercise his/her seniority rights in accordance with the terms of Article IX.
  - (b) Where the new job is more than two (2) labour grades higher on a transfer, or where an employee is hired at an equivalent lower rate, a review date progression schedule (six (6) month intervals or less), will be established by the supervisor in writing. This schedule will be based on the employee's qualifications and time

interval, estimated by the supervisor, for the employee **to meet** the experience requirements set out on the specification of the new job, along with rate increases to bring the employee to the job rate. The time interval estimated by the supervisor will not exceed the maximum stated on the specification for the new job. The supervisor will review the progress of the employee on the agreed upon dates and, with satisfactory progress, will make the agreed upon rate changes effective. The supervisor may accelerate the increase, or, on one (1) occasion only, s/he may delay the increase for a second (2nd) review to be held in no longer than a further six (6) month period, to allow the employee to meet expected performance requirements. An employee on such a progression schedule who fails to meet the expected performance progression will be removed from the job. A transferred employee so removed will be placed in a job opening in his/her former labour grade, providing s/he is capable of performing the work, or if no such opening exists, s/he will return **to** his/her previous job, displacing any employee promoted or hired to fill it, provided s/he has greater seniority. The displaced employee will exercise his/her seniority rights in accordance with the terms of Article IX.

- (c) In the event that the employee's rate is already above the starting rate for the new job, s/he will be transferred horizontally at this rate pro-

vided it is not higher than the job rate for the new job and provided s/he has not transferred to Schedule "T".

3. Transfer to lower graded jobs will be affected by giving the employee the job rate for the new job.
4. When a transfer occurs on Monday, Tuesday, or Wednesday, the new rate if higher than the old rate, will become effective one (1) week from the Monday of the week in which the transfer is made. When a transfer occurs on a Thursday or Friday, the new rate if higher than the old rate will become effective two (2) weeks from the Monday of the week in which the transfer is made. In any event if the new rate is lower than the old rate, the change will become effective two (2) weeks from the Monday of the week in which the transfer is made.
5. The employee selected will be paid the low rate for the job at time of transfer, as per Section 4, but no later than three (3) weeks from the date of employee notification.
6. Excluding the conditions described in Article IX Section 3.1, employees can be transferred within the same shift and the same labour grade, to improve the effectiveness of the work teams.

**ARTICLE XII  
JOB EVALUATION  
AND CLASSIFICATION**

1. The responsibility for the evaluation of any work rests with the Company and will be done on the basis of the Company job evaluation plan. It is the purpose of the job evaluation plan to determine classifications relative to wage structure. This is accomplished by careful analysis of each job based on various factors which are usually present to some degree in every job.

The details are set out in the "job rating plan", which will remain unchanged for the duration of this agreement.

2. Each new job, or existing job which has changed during the current agreement, will be evaluated and classified. The Union will be given a copy of the evaluation upon its being placed into effect.
3. (a) An employee may request in writing *to* his/her supervisor a re-evaluation of his/her job which has changed during the current agreement. If a job evaluation results in a grade increase, the employee will be paid the new rate of pay no later than thirty (30) working days from the date the written request for re-evaluation is received by the Supervisor.  
(b) On any new evaluation which is issued on which there is disagreement, the employee or

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the Union may file a grievance at Step No. 1 of the grievance procedure.

- (c) When there is no change in the grade as a result of an evaluation there is no change to the status of the incumbent employee(s).
  - (d) When the requested evaluation results in a higher grade the incumbent receives the higher grade and the rate change is implemented as per Article XII Section 3 (a).
  - (e) When the evaluation results in a lower grade the incumbent will be given the opportunity to remain on the job and accept the lower grade or they may exercise their seniority as per Article IX.
4. The Company will recognize a qualified Union member of the bargaining unit to be trained in the Company's **job** evaluation plan as a job evaluation specialist. This specialist shall act in place of the steward on job evaluation grievances.
5. (a) When an employee regularly performs work in jobs of different labour grades during the normal course of his/her work, s/he will be classified in the job having the highest labour grade, providing the work performed on the job meets the requirements as described by the evaluation, and providing that s/he has spent fifty percent (50%) or more of his/her time during the proceeding three (3) months on the highest paid job.



- (b) Where full time occupation of another job classification is clearly of short duration (no more than forty (40) working days) reclassification will not be made.
- (c) In the case of a new employee who completes his/her probationary period, the Company shall pay the job rate provided the employee is satisfactorily performing the full requirements of the job.

**ARTICLE XIII  
LATENESS AND ABSENCE  
FROM WORK**

- 1. Employees will be required to be at their work stations at the commencement of their shift. Lateness may be a subject for disciplinary action. Pay deductions for lateness will commence when the actual starting time is three (3) minutes after the starting time of the shift. Pay deductions for lateness will be made in six (6) minute increments. After recording their arrival the employee will report immediately *to* their supervisor.
- 2. An employee is expected to be at work **or** to get the permission of his/her supervisor for any foreseeable absence. When an employee is absent due to unexpected illness, accident, injury or other justifiable reasons, it shall be his/her sole responsibility **to** notify the Company by calling his/her shift supervisor, or other persons designated by the Company as soon as possible and not later than two (2) hours after commencement of the shift.

**ARTICLE XIV  
LEAVES OF ABSENCE**

1. (a) A leave of absence with pay up to a maximum of five (5) days will be granted to an employee for time lost in arranging or attending the funeral of his/her child or step-child.

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A leave of absence with pay up to a maximum of three (3) days will be granted to an employee for time lost in arranging or attending the funeral of his/her spouse, common-law spouse, parents, step-parents, common-law parents, brother, sister, mother-in-law, father-in-law, or grandchild.

In no case will pay be granted for time lost after the date of the funeral except in the case of one (1) day of the five (5) or three (3) day period mentioned above if spent in return travel of more than one thousand (1000) miles.

- (b) A leave of absence with pay not exceeding one (1) day will be granted to an employee for lost time in attending the funeral of his/her brother-in-law, sister-in-law, grandfather, grandmother.

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A leave of absence without pay may be granted for justifiable personal reasons, such as marriage, legal advice, illness, injury or death in family, personal business etc., upon the request of the employee and the approval of the supervisor. Written requests for a leave not exceeding three (3) days made by the employee to

his/her supervisor, will be answered in writing by the employee's supervisor.

- (d) A general leave of absence up to five (5) days without pay may be granted for an extended vacation, trip abroad etc., upon the written request of the employee. Written requests for leave of absence will be answered in writing, by the supervisor, to the employee.

An employee may be granted such leave after completion of six (6) months service and once every three (3) years thereafter.

- 2. Sick leaves will be arranged for and granted if requested by the employee and confirmed by the employee's doctor in connection with specific disabilities. The employee may be required to consult with the Company doctor. Certificates from the attending physician will not be required for leaves of absence for emergency illness, such as surgical operation or accident.
  - (a) After an absence due to illness or injury, an employee may be asked to pass a physical examination by the Company doctor who will determine whether the employee is capable of performing his/her former job or, if not, what type of work, if any s/he is capable of performing.
  - (b) On return to work after an absence due to illness, an employee who is not assigned to his/her former job will be placed in accordance

with Article IX, Section 4.2 provided such employee gives five (5) working days' notice of his/her intention to return to active work.

- (c) An employee who becomes pregnant may be permitted to continue her employment until a date recommended by her physician, subject to the approval of the Company's medical doctor, provided that continuation of the duties of her job are not injurious to her health and that the performance of her work is not materially affected by the pregnancy.

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In accordance with the Employment Standards Act of Ontario, an employee who becomes pregnant and who was employed at least thirteen (13) weeks before her expected birth date shall be granted a leave of absence without pay not to exceed thirty five (35) weeks. Seniority will accumulate during this period.

In order to return to active employment, an employee must notify the Company of her intention to do so and furnish a certificate from her physician to be approved by the Company doctor before returning to work. Upon receipt of such notification, the Company will recall the employee to active employment within fifteen (15) working days. Unless the employee indicates that she intends to return to work within thirty (30) days of the end of the thirty five (35) week period, the employee shall be deemed to have resigned from the Company.

The employee shall be allocated a job in accordance with Article IX, Section 4.2.

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026* (d) A female employee who has one (1) or more years of service may be granted ~~an~~ unpaid leave of absence, not ~~to~~ exceed ~~six~~ (6) months to accommodate a new adoption. Seniority will accumulate during this period.

In order to return to active employment, the employee must notify the Company ~~of~~ her intention to do so, and unless the employee indicates that she intends to return to work within thirty (30) days of the end of the six (6) month period, the employee shall be deemed to have resigned from the Company.

The employee shall be allocated to a job on the following basis:

- (i) She shall be placed in an available job for which she is qualified and able to perform.
  - (ii) If no openings exist, she shall then exercise her seniority by displacing the least senior employee in her seniority group, providing she has greater seniority than that employee.
- (e) In accordance with the Employment Standards Act of Ontario, a female employee who has at least thirteen (13) weeks of service but less than one (1) year of service may be granted a leave of absence without pay not to exceed eighteen (18) weeks to accommodate a new

adoption (parental leave). (Female employees with more than one (1) year of service are entitled to the six (6) months leave described in (d) above). In addition, male employees who are fathers of new-born and newly adopted children may be granted a leave of absence without pay not to exceed eighteen (18) weeks (parental leave). Seniority will accumulate during eligible parental leaves.

In order to return to active employment, the employee must notify the Company of his/her intention to do so, and unless the employee indicates that he/she intends to return to work within thirty (30) days of the end of the 18 week period, the employee shall be deemed to have resigned from the Company.

The employee shall be allocated to a job on the following basis:

- (i) He/she shall be placed in an available job for which he/she is qualified and able to perform.
  - (ii) If no openings exist, he/she shall then exercise his/her seniority by displacing the least senior employee in his/her seniority group, providing he/she has greater seniority than that employee.
3. In the event an employee, injured at work, is sent for medical attention, and is unable to return to work that day, s/he will be paid his/her straight time earnings for the balance of the shift on which the injury occurs.

If the employee is not sent for medical attention on the day of the injury and subsequently the employee is so sent and is unable to return to work that day, the injury shall be considered as having occurred on that shift for purpose only of payment under this section.

4. (a) At the written request of the Union, the Company will grant, without pay, a leave of absence for employees to attend Union conventions or for the president and stewards to attend Union educational functions, provided such leaves would not materially interfere with production. *U/M*
  - (b) Not more than two (2) employees, except by mutual agreement, shall be off work under Section 4.(a) at any time, and the length of time for any one (1) leave of absence under Section 4.(a) shall not exceed two (2) consecutive weeks.
  - (c) The Company requires at least two (2) weeks' written notice under this section in order that replacements may be provided if necessary.
5. A replaceable employee with a year or more of seniority who is elected or appointed to full-time service with the National Union, shall upon written request from the Union giving a month's notice, be granted a leave of absence without pay or benefit for a period of one (1) year. There shall be only one (1) such leave of absence in effect at any one time. *U/M*

Seniority shall accumulate for such absence. Such leave of absence will be renewed for a one (1) year period but the total period of such absence shall not exceed the length of seniority the employee had at the time of commencing his/her leave of absence.

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**ARTICLE XV  
HOURS OF WORK AND OVERTIME**

- I. (a) The regular work week will be forty (40) hours, consisting of five (5), eight (8) hour days, Monday to Friday inclusive excepting working hours for operating engineers.
  - (b) The first shift will normally commence at or after 7:30 A.M.
  - (c) The second shift will normally commence at or after 3:00 P.M.
  - (d) The third shift will normally commence at or after 11:00 P.M.
  - (e) The Company will consult with the Union whenever a change of hours is planned.
2. It is understood that the foregoing does not constitute a guarantee of hours of work or of starting or quitting times.
  3. Employees will work overtime only at the specific direction of or with the specific permission of their supervisors. In no case will an overtime premium be paid twice for the same hours worked. Overtime



in all cases, will be based on the regular hourly rate exclusive of **shift premium, and will be paid only for hours** actually worked.

(a) Employees will be paid overtime at the rate of time and one half their regular hourly rate. Overtime referred to in the above will be regarded as time worked in excess of eight (8) hours daily or any hours worked on Saturday provided Saturday **is** not a regularly scheduled work day.

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(b) Two (2) times the regular hourly rate will be paid for time worked in excess of twelve (12) hours in any one day.

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(c) Two (2) times the regular hourly rate will be paid for all work performed between twelve (12) midnight Saturday and twelve (12) midnight Sunday, except in those cases where Sunday is a regularly scheduled work day.

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(d) It is understood that operating engineers required to work on Saturday as part of their regular work week will be paid for work performed at the regular straight time hourly rate. Regularly scheduled work for operating engineers, performed between the hours of twelve (12) midnight Saturday and twelve (12) midnight Sunday will be paid at the rate of time and one half the regular hourly rate.

4. (a) The Union recognizes the problems of distributing overtime in a factory operation composed of a wide variety of product lines, production

processes and job occupations. To the extent practicable under such circumstances, the Company will distribute overtime fairly among the employees who regularly perform the work to be done.

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- (b) It is the function of the Company to determine when overtime **is** necessary and to schedule overtime work. Both parties recognize the necessity **of** having to work a certain amount of overtime in order to satisfy customer demands and also to maintain the steady employment conditions which have prevailed over the years. The Union agrees to co-operate with the Company in the working of overtime. **It** is expected that the employees will normally agree to work overtime when requested. However, the Company recognizes that there may be occasions when an individual employee because of domestic or other commitments may decline to work overtime, in which case the Company agrees that it will not discipline an employee for declining to work overtime for justifiable reasons.
  - (c) **The** Company agrees to post, on a quarterly basis, overtime records for the information of employees and the Union. These records of overtime will also be accessible in the supervisor's office at all times.
  - (d) If an employee, who regularly performs the work to be done, declines overtime work or is absent when overtime is available, the over-

time hours will be recorded against his/her name **as if** they **were** actually worked.

- (e) Except in cases of emergency or circumstances beyond the control of the Company such as parts shortages, sudden changes in schedule, etc., the Company will make every effort to give twenty-four (24) hours' notice to employees scheduled to work overtime or four (4) hours' notice when scheduled overtime has been cancelled.
5. (a) A minimum twelve (12) minutes' overtime must be worked in order to receive overtime payment under the foregoing terms.
- (b) Payment of overtime will be made in increments of six (6) minutes.
6. When an employee is called in to work s/he shall receive the higher of (a) or (b) below:
- (a) Minimum of four (4) hours' pay at their straight time; or
  - (b) Actual hours worked at one and one half (1-1/2) their regular hourly rate for Monday through Saturday or two (2) times the regular hourly rate between twelve (12) midnight Saturday, and twelve (12) midnight Sunday.
  - (c) The application of (a) and (b) of this section does not apply to the employee's normal working hours. The provisions of this article shall not apply when an employee is scheduled to

report earlier than his/her normal starting time and continues to work into his/her normal shift.

## ARTICLE XVI PAID HOLIDAYS

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1. (a) Employees who have completed their probationary period will be eligible for the following holidays with pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, the day before Christmas Day, Christmas Day, Boxing Day, and also three (3) additional days designated as "floater type" holidays to be assigned by the parties to this agreement. To qualify for the holiday with pay, the employee must work the regular work day immediately preceding the holiday and the regular work day immediately following the holiday.
  - (b) Lateness up to a maximum of two and one half (2-1/2) hours on either the day preceding or day following the holiday will not affect the employee's pay entitlement.
  - (c) Notwithstanding the above provisions, an employee who has worked one (1) or more of the five (5) work days prior to the paid holiday or returns to work on his/her first scheduled work day on any of the five (5) working days following the paid holiday shall receive holiday pay when s/he:
    - (i) is absent from work due to layoff, sick

- leave or other leave of absence permitted  
by Article XIV  
or  
(ii) is absent on a qualifying day and presents  
a doctor's certificate verifying absence due  
to illness on that day.

2. Unless otherwise declared by the Government of  
Canada or the Province of Ontario, if any of the  
aforementioned paid holidays fall on a Saturday or  
Sunday it will be observed on the following Mon-  
day.

3. Holiday pay under this policy will be computed on  
the basis of each employee's regular work day,  
inclusive of shift premium.

4. Any seniority employee who is required to work  
on any of the above listed paid holiday will receive  
two (2) times his/her regular hourly rate for time  
worked in addition to the holiday pay and will be  
entitled to take his/her holiday without pay at some  
other time mutually convenient to him/her and the  
Company.

5. Unused floater type holidays, up to a maximum of  
three (3) days, will be paid to retired employees on  
the basis of one (1) day for every three (3) months  
or part thereof worked during the year in which  
they retire.

**ARTICLE XVII  
VACATIONS**

1. (a) Vacation time off will be based on an employee's total continuous service on the "vacation eligibility date" in the current year.

*5-9* (i) Less than one (1) year of continuous service — none.

*01-02* (ii) One (1) but ~~less~~ than five (5) years of continuous service — ten (10) working days.

*05-03* (iii) Five (5) but less than ten (10) years of continuous service — fifteen (15) working days.

*10-04* (iv) Ten (10) but less than twenty (20) years of continuous service — twenty (20) working days.

*20-05* (v) Twenty (20) but less than thirty (30) years of continuous service — twenty-five (25) working days.

*30-06* (vi) Thirty (30) years or more of continuous service — thirty (30) working days.

(b) The "vacation eligibility date" is July 1st except that the most recent date of hire is the "vacation eligibility date" in a year when an employee reaches his/her fifth (5th), tenth (10th), twentieth (20th) or thirtieth (30th) year of continuous service.

(c) The Company will establish a vacation shut-down period each year. Only employees which the Company requires to do so may work dur-

ing a vacation shutdown period. An employee who **is entitled to vacation time off** in excess of the vacation shutdown period or who is required to work for all or part of the vacation shutdown period will take the remaining vacation time off to which *s/he* is entitled at some other time subject to the approval of his/her supervisor and consistent with staffing requirements. In any case his/her full vacation time off must be completed prior to the December 31st of that year. An employee who after taking his/her vacation time **off** becomes eligible in the same year for additional time off because *she* has reached the anniversary date of five (5), ten (10), twenty (20) or thirty (30) years of continuous service will take such additional time off at any time after the anniversary date and prior to December 31st of the same calendar year, subject to the approval of his/her supervisor and consistent with the staffing requirements of his/her department. If the time between such anniversary date and December 31st of the same year is insufficient to permit taking the additional vacation time off it may be taken prior to the anniversary date at a time acceptable to the Company. The vacation shutdown period will be determined by the Company and will normally end with the Civic Holiday (the first Monday in August). The Union will be notified any time the Company finds it necessary to make any change in the vacation shutdown period.

- (d) Employees will be granted an extra day's vacation with pay, or an additional day's pay, at the Company's option, in lieu of additional time off, if a paid holiday for which the employee would normally receive time off with pay falls during the employee's vacation period.
  - (e) In determining the vacation time off entitlement of an employee transferred from a salaried to an hourly paid job, the employee's status on December 31st of the year preceding the year in which s/he takes his/her vacation will govern.
  - (f) Time spent on layoff by employees with seniority will be considered as service with the Company under this article if the employee is subsequently recalled to work.
2. Employees of the Company will receive vacation with pay on the following basis:
- (a) Employees who have been in the continuous employ of the Company for one (1) year or more, but less than five (5) years prior to July 1st of the vacation year will be entitled to ten (10) working days' vacation with pay based on four percent (4%) of gross earnings or a minimum of eighty (80) hours times his/her current hourly rate, including shift bonus, whichever is the greater, except in such cases where absence from work has been in excess of ninety (90) working days during the vacation year. In such



cases vacation pay will be calculated on the basis of **four** percent (4%) of gross earnings.

- (b) Employees of the Company having completed five (5) years, but less than ten (10) years of continuous service during the calendar year concerned will be entitled to fifteen (15) working days' vacation with pay based on six percent (6%) of gross earnings or a minimum of one hundred and twenty (120) hours times his/her current hourly rate, including shift bonus, whichever is greater, except in such cases where absence from work has been in excess of ninety (90) working days during the vacation year. In such cases vacation pay will be calculated on the basis of six percent (6%) of gross earnings.
- (c) Employees of the Company having completed ten (10) years, but less than twenty (20) years of continuous service during the calendar year concerned will be entitled to twenty (20) working days' vacation with pay based on eight percent (8%) of gross earnings or a minimum of one hundred and sixty (160) hours times his/her current hourly rate, including shift bonus, whichever is the greater, except in such cases where absence from work has been in excess of ninety (90) working days during the vacation year. In such cases vacation pay will be calculated on the basis of eight percent (8%) of gross earnings.
- (d) Employees of the Company having completed twenty (20) or more years of continuous serv-

ice during the calendar year concerned will be entitled to twenty-five (25) working days' vacation with pay based on ten percent (10%) of gross earnings or a minimum of two hundred (200) hours times his/her current hourly rate, including shift bonus, whichever is the greater, except in such cases where absence from work has been in excess of ninety (90) working days during the vacation year. In such cases vacation pay will be calculated on the basis of ten percent (10%) of gross earnings.

- (e) Vacation pay for the third, fourth, fifth or sixth week of vacation taken by an employee who becomes eligible for it after July 1st of the current year by reason of the anniversary of his/her fifth, tenth, twentieth, or thirtieth year of continuous service will be paid at the higher percentage.
- (f) Vacation pay for an employee with less than one (1) year of continuous service as of July 1st of the current year will be paid in accordance with the Employment Standards Act.
- (g) The term "gross earnings" used in this article means an employee's wages and salary received for all work performed in the twelve (12) months preceding July 1st of the current year whether paid as straight time wages at the hourly rate, overtime pay or shift bonus and includes paid holidays but does not include vacation pay.
- (h) An employee having more than one (1) year of

seniority who is terminated on or after July 1st, **but** before s/he takes any paid vacation time off will receive vacation pay, computed at the appropriate percentage of his/her gross earnings earned from July 1st of the previous year to the date of his/her termination exclusive of any vacation pay already received.

- (i) For those employees entitled to three (3) weeks' vacation, the vacation pay allowance will also be computed on the basis of 2% x 3 of 50 weeks' earnings. For those employees entitled **to** four (4) weeks' vacation, the vacation pay allowance will also be computed on the basis of 2% x 4 of 50 weeks' earnings. For those employees entitled to five (5) weeks' vacation, the vacation pay allowance will also be computed on the basis of 2% x 5 of 50 weeks' earnings. For those employees entitled to six (6) weeks' vacation, the vacation pay allowance will also be computed on the basis of 2% x 6 of 50 weeks' earnings.

If this method of computation results in greater vacation pay allowance than under Section 2.(b), 2.(c) or 2.(d) above, the larger amount will be paid.

- 3. With the exception of layoff stated in Article IX, Section 6, the Company will hold holiday pay until July 1 for those employees on layoff, if requested in writing by the employee at time of layoff.

**ARTICLE XVIII  
GENERAL**

**1. SAFETY AND HEALTH**

- (a) The Company will make every reasonable provision for the safety and health of its employees during the hours of their employment through proper safety devices and other equipment deemed necessary to protect employees from injury. Employees shall use all such devices and equipment and observe **all** safety rules.
- (b) The Company and the Union will cooperate to the fullest extent toward the prevention of accidents and the promotion of safety and health among the employees of the Company.
- (c) The Company will recognize a qualified Union member **of** the bargaining unit trained in the area of safety, to act as Union safety specialist. The Union safety specialist, in an advisory capacity, will relate to the Company safety coordinator with a view towards maintaining a maximum reasonable level of safety in the plant.
- (d) In any case **of** return to work where an employee's medical fitness and continuity of service is involved the Company doctor and the employee's doctor will, when necessary, discuss the matter in the light of the information available to both doctors. In the event that they are unable to agree they will refer the employee to a mutually agreed upon third doctor for decision after examination. If they are un-

able to agree on a third doctor, the Ontario Medical Association will be asked to appoint one. Applicable to Articles IX Section 5.2(b) and XIV Section 2.(a) and (c).

- (e) Effective March 1, 1991, the Company will contribute up to eighty dollars (\$80.00) annually towards the cost of a pair of safety shoes purchased in-house by employees, for work related needs.
- ⑨ The Company will provide, at its expense, to the Powerhouse (Department 848) and Maintenance (Department 851) personnel, two (2) pairs of coveralls annually, per employee, for work-related needs.

## 2. WASH-UP PERIOD

- (a) A personal wash up period of three (3) minutes will be allowed at the end of each work day. The factory bell will be rung three (3) minutes before departmental quitting time, to inform employees of the commencement of the wash up period.
- (b) It is agreed that the supervisor may individually authorize a weekend station cleanup preceding the three (3) minute wash up period.

## 3. LUNCH AND REST PERIODS

- (a) The Company agrees to grant lunch and rest periods as follows, with the understanding that the Company may adjust the size of the groups

and may vary the times when such periods are to be taken in order to ensure efficient plant operation and satisfactory balance in the cafeteria schedules. The Company agrees to review such changes with the Union, before implementation.

- (i) Lunch Periods — Employees will be allowed one half (1/2) hour for lunch without pay.
- (ii) Rest Periods — Employees will be allowed a ten (10) minute rest period during each half (1/2) of a working shift, with pay.

#### 4. BULLETIN BOARDS

- (a) The erection of bulletin boards for use by the Union will be approved by the Industrial Relations Manager.
- (b) Notices may not be posted unless they are approved by the Industrial Relations Department.
- (c) One (1) copy of all material approved for posting on the bulletin boards must be given to the Industrial Relations Department.

#### 5. JURY DUTY

- 6310e
- (a) An employee required to serve on a jury, or subpoenaed as a witness, will be excused from his/her work for such time as is necessary and reasonable.
  - (b) When called to jury duty, or subpoenaed as a

witness, the employee shall advise his/her supervisor.

- (c) On termination **of jury** or witness duty, s/he will again notify his/her supervisor.
- (d) The Company will pay an employee the difference between the money received for jury duty or duty as a subpoenaed witness exclusive of expense money, and the amount of his/her regular pay exclusive of shift premium (up to a maximum of eight **(8)** hours in any one **(1) day**) for work lost as a result of such duty.
  - (i) To avoid hardship, the employee will receive his/her regular basic rate of pay for such time as s/he is required to be absent during his/her regular working hours for the purpose of jury duty, or if subpoenaed as a witness.
  - (ii) When the employee is paid for jury duty or witness duty, s/he will bring the endorsed cheque or other payment to the Industrial Relations Department.

#### 6. PAY BY DEPOSIT

Employees governed by this agreement will be paid weekly by direct payroll deposit.

#### 7. SHIFT PREMIUM

Employees working on a regular scheduled second or third shift will be paid a shift premium of thirty-eight **(38)** cents per hour in the case of the second

*9308 / 44 / 100038  
45 / 100040*

shift and forty (40) cents ~~per hour in the case of the~~ <sup>9403 / 44/00009</sup> third shift. <sup>43/100009</sup>

Effective March 1, 1994 this premium will be forty (40) cents ~~per~~ hour for the second shift and forty-two (42) cents per hour for the third shift.

**8. PRODUCTION STANDARDS**

Production standards, either for a stand-alone work centre or within a self-directed work team, shall be set or revised on the basis of fairness and equity, while recognizing the required quality of workmanship, the efficiency of operations, reasonable working capacities of normal experienced operators and an acceptable level of participation in workteam activities.

In the event of a claim that a new or revised production standard has not been established on the basis of proper work measurement techniques, the employee shall file a grievance in accordance with Article VII.

In the event that the grievance is unresolved after Step No. 2 of the grievance procedure, the Company will, upon request, permit a National Union representative, who is a specialist in work measurement, to examine the documentation on which the standard is based and view the operation in dispute.

**9. ANNUAL INVENTORY**

The Company will guarantee a minimum of four



(4) hours of work for those employees called upon to work on the day of our annual inventory.

It **is noted**, however, that should any employee on his/her own volition, request to leave prior to having completed four(4) of work, s/he will be paid only for those hours actually worked.

## ARTICLE XIX EMPLOYEE BENEFIT PLAN

1. In accordance with a group insurance policy between the Company and the insurance carrier, the Company will pay for the duration of the agreement, subject to the provisions of Article XIX Sections 5, and 6., the full cost of premiums for the benefits as set forth in Section 2. and 3. below.

70.0/100      \$ 300 / 72

### 2. EMPLOYEES

- (a) Basic life insurance in the amount of thirty-one thousand dollars (\$31,000). Such benefit provided upon completion of an employee's probation period. \$400 / 72

An employee who becomes totally disabled while insured under the basic life insurance and who is in receipt of Honeywell weekly indemnity or long term disability will continue to be insured for basic life insurance at the level of insurance in force at the time of disability until the age of sixty-five (65). Effective **March 1, 1994**, this amount will be thirty-two thousand dollars (\$32,000).

*206*  
*20*  
(b) Accidental Death and Dismemberment policy, (AD&D), for employees in the amount of twenty-eight thousand dollars (\$28,000.00). Such benefit provided upon completion of probationary period. Effective **March 1, 1994**, this amount will be twenty-nine thousand dollars (\$29,000.00).

*2010*  
*100*  
(c) Long Term Disability Insurance plan (LTD). Employees will become eligible on the first of the month following completion of six (6) months of continuous service with the Company.

*75*  
*0672500*  
The benefit will be equal to sixty-six and two-thirds percent (66-2/3%) of the employee's monthly base wage less benefits received from other sources including Workers' Compensation, Canada Pension or any other government or Company sponsored group benefits, up to a maximum benefit of two thousand five hundred dollars (\$2,500.00) a month.

Benefits will be continued until the earliest of recovery, death or age sixty-five (65).

*2013*  
*100*  
(d) A weekly indemnity insurance plan providing:  
— first (1st) day coverage for disability due to non-occupational accidents or confinement in hospital over twenty-four (24) hours due to sickness;  
— fourth (4th) working day coverage for disability **due** to non-occupational sickness;  
— first (1st) day coverage for disability due

to confinement in hospital because of

- (i) **Out-patient surgical procedure.**  
Manual or instrumental operations pre-scheduled by the employee's doctor and performed in a hospital by a licensed medical practitioner.
- (ii) Hospital based procedures pre-scheduled by the employee's doctor and performed in a hospital by a licensed medical practitioner (Major testing that requires a licensed medical practitioner to conduct it).
- (iii) Hospital based treatment, pre-scheduled by the employee's doctor and performed in a hospital by a licensed medical practitioner. (Treatment for a known ailment such as chemo, dialysis, etc.)

Payable except for company-paid holidays and vacations, for the length of such disability to a maximum of fifty-two (52) weeks. The weekly income benefit will be sixty-six and two-thirds percent (66-2/3%) of an employee's basic weekly wage, up to the Unemployment Insurance coverage maximum.

The weekly income benefit for the Skilled Trades Group and Schedule "A" grades 1, 2, and 3 will be sixty-six and two-thirds percent (66-2/3%) of an employee's basic weekly wage, up to a maximum of five hundred and fifty dollars (\$550.00). This maximum will be six

*24*  
*867600*

hundred dollars (\$600.00) on March 1, 1992.  
A new employee will become eligible for coverage under this plan on the first (1st) day following the completion of his/her probationary period.

The Company will hold vacation pay for those employees on sick leave, during plant shut-down, if requested in writing by the employee.

*2016*  
*100*

(e) Effective **March 1, 1992**, the Company will add visioncare coverage to the extended health care plan. Eligible expenses will include contact lenses, lenses and frames for eyeglasses, their replacement if there is an actual need for a change in their magnifying strength, and repairs of frames and replacement of damaged lenses. Sunglasses or safety glasses of any kind are excluded. Supplies must be prescribed in writing by an ophthalmologist or a licensed optometrist and must be dispensed by an ophthalmologist, a licensed optometrist or a qualified optician. The maximum amount payable in any 24 month period is one hundred dollars (\$100.00) per employee and for each eligible dependent.

*2014*  
*100*

(f) Effective **March 1, 1992**, the Company will add hearing aid coverage to the extended health care plan. Eligible expenses will include hearing aids prescribed in writing by an otolaryngologist, and repairs, but not including charges for their maintenance. The maximum amount payable in any five consecutive calen-

dar years is \$300 per employee and for each eligible dependent.

### 3. EMPLOYEES AND DEPENDENTS

The Company agrees to pay the premium cost for employees and their dependents subject to Article XIX, Sections 5, and 6, of the following benefit plans:

- (a) Supplemental semi-private hospital care as provided by the carrier to a maximum of the current hospital rate.
- (b) The existing extended care benefits as provided by the carrier, exclusive of any benefits provided by any Medicare Act by the Province of Ontario.
- (c) Eligibility for the above benefits will commence upon completion of the employee's probationary period.
- (d) Effective **March 1, 1993**, a preventative dental insurance plan which incorporates a schedule of payments for specified dental services. Reimbursement will be based upon one hundred percent (100%) of dental charges for diagnostic, preventative, restorative, surgical, endodontic, periodontal, and other Class I services, up to the maximum amounts specified in the 1991 Ontario Dental Association Schedule of fees.  
Effective **January 1, 1994**, the 1992 Ontario Dental Association schedule of fees will be implemented.

Effective **March 1, 1991**, dental services (excluding orthodontics) will be subject to an overall \$1,200 per covered person per benefit year maximum.

Effective **March 1, 1989**, inclusion of specified dental services under a Major Restorative Plan, with a fifty percent (50%) reimbursement for qualified dental charges.

Effective **March 1, 1991**, inclusion of specified dental services for employees and dependents under age 21 (25 if a full time student) under an Orthodontic Plan with a fifty percent (50%) reimbursement (up to a \$1,000 lifetime maximum), for qualified dental charges. This maximum will be \$1,500 as of March 1, 1992.

A new employee will become eligible for coverage under the plan on the first (1st) day following completion of their probation period.

4. The Company agrees for the duration of this agreement, to guarantee payment of single and family premiums for hospital and medical insurance under the provisions of the Ontario Health Insurance Plan upon completion of the employee's probationary period.
5. The Company will continue to pay the cost of the premiums as set out in this article while the employee is in the active employ and on the active payroll of the Company, except in the case of an

employee on layoff when the Company agrees to pay the cost of the premiums (excluding weekly indemnity coverage and long term disability coverage) for the calendar month following the month in which the layoff commenced but not thereafter.

6. In the case of an employee who quits or is discharged, all benefits shall cease immediately when such termination of employment occurs.

## **ARTICLE XX SKILLED TRADES**

1. All articles of this agreement shall apply to employees in the skilled trades classifications in seniority Groups S and M as follows, except to the extent that this article shall conflict with other articles of the agreement, in which case this article shall prevail.

### SENIORITY GROUP S

Mould Maker A & B  
Tool & Die Maker A & B  
Tool Maker (E & P) A & B  
E.D.M. Operator A & B  
Jig Bore Operator  
Tool Room Grinder  
Tool **Room** Machinist  
Tool Maker

SENIORITY GROUP M

Electrician A & B  
Mechanic A & B  
Welder  
Carpenter  
Operating Engineer  
Painter

2. Employees assigned to the skilled trades classification listed under Section 1. of this article as of December 1, 1965, shall have their total seniority in their respective skilled trades classification in seniority group S or seniority group M. Employees entering seniority groups S or M subsequent to December 1, 1965, shall have their seniority in the appropriate skilled trades classification from the date of entry into the seniority group.

An employee in seniority group S or M removed from his/her job classification shall exercise his/her seniority through related job classification as outlined in Article IX. The normal displacement flow procedure for seniority group S and M shall be displayed on seniority bulletin boards.

When the Company determines, in accordance with Section 4. of Article IX, that a reduction of force is necessary in seniority group S, the following step shall be applied after subsection 4.2(b) of Article IX. Apprentices in the tool room department will be laid off in order to assure a ratio of journeymen not in the excess of one (1) apprentice to six (6) journeymen.

25/10



Employees in seniority groups A and T as defined in Article IX will not carry seniority into the skilled trades classifications as listed in seniority groups S and M under Section I. of this article, nor will skilled trades employees carry their seniority into seniority groups A and T.

However, an employee that is to be laid off from seniority group S or M shall be entitled to consideration for a transfer to a job vacancy which remains unfilled in seniority group A or T after Section 3.(b) of Article X. If such an employee is transferred by the Company s/he shall not carry his/her skilled trades seniority with him/her.

A skilled trades employee removed from seniority group S or M due to the elimination of his/her trades classification through technological change shall be given consideration for placement in a classification in seniority group A or T for which s/he is qualified. If such an employee is transferred by the Company s/he shall then have the right to displace the least senior employee in that classification, and s/he shall carry his/her full Company seniority with him/her.

3. The term "journeymen" as used in this collective agreement shall mean any person:
  - (a) who holds a journeyman's classification in a skilled trades occupation as of December 1, 1965; or
  - (b) who has served a bona-fide apprenticeship of

eight thousand (8000) hours (four (4) years) and holds a certificate which substantiates his/her claim; or

(c) who has eight (8) years of practical experience in the skilled trades classification in which s/he claims journeyman's designation and can prove same. A CAW journeyman's card will be accepted as proof.

4. Any further employment in the skilled trades classification, subsequent to December 1, 1965, shall be limited to journeymen and apprentices, except as provided in Sections 5. and 6. of this article.

5. When a layoff condition develops, employees from seniority groups A and T may be transferred temporarily (for a period of less than forty (40) working days) to seniority group S or M.

In accordance with Article XI, Section 5., a temporary employee will retain his/her established rate during the period of such temporary change. This clause will not be used to circumvent the provisions of Section 6. of this article.

6. (a) During periods when journeymen are not available, non-journeymen employees may be transferred or hired on a supplemental basis to supplement the work force in a skilled trades classification.

(b) When the Company determines that a job vacancy exists in seniority group S or M (includ-

ing a job that has been performed up to forty (40) consecutive working days by a temporary employee), and if it is a period when journeymen are unavailable, the opportunity to work as a "supplemental" employee shall be offered first to employees who qualify in seniority groups A and T, then to employees on layoff in those groups. If no employees are transferred on this supplemental basis then the Company may hire new supplemental employees.

- (c) When a journeyman becomes available in the skilled classification to which a supplemental employee has been assigned, such journeyman will replace the supplemental employee.
- (d) A supplemental employee shall not accumulate seniority within the skilled trades classifications, but shall maintain and accumulate his/her seniority in seniority group A or T from which s/he was transferred.
- (e) If a supplemental employee who has no seniority in seniority group A or T is displaced by a journeyman, s/he will be entitled to consideration for a transfer to a job vacancy remaining unfilled in seniority group A or T after Section 3.(b) of Article X, providing s/he is qualified to perform the work. Such a supplemental employee shall carry his/her most recent date of hire seniority to the new job.
- (f) Supplemental employees shall receive fifteen (15) cents per hour below the journeyman's job rate of the classification.

7. (a) An apprenticeship program for the classifications of tool and die maker, tool maker electrical-pneumatic, and mold maker has been established. This program is outlined in the Apprenticeship Standards.
  - (b) Seniority for apprentices will begin to accumulate on date of entry to the Skilled Trades Group as an apprentice and all other seniority if any, will be subsequently frozen.
  - (c) The Company will provide each apprentice with a tool reimbursement allowance of six hundred dollars (\$600.00) maximum, payable at the annual rate of one hundred and fifty dollars (\$150.00).
8. (a) The Company may appoint group leaders of skilled trades employees. Only a journeyman shall be considered as a group leader in his/her respective trade, on the understanding that this does not prohibit such group leader from providing work direction to employees in other skilled trades classifications.
  - (b) The rates of group leaders are detailed in the schedule of wages attached to this collective agreement.
9. Where the Company acquires new equipment, the maintenance and operation of which is to be done by **skilled** trades employees, the Company wherever practicable will endeavor to assist the skilled trades employees with the necessary, specifically related train-

ing, provided that the tradesmen involved have the qualifications to receive this training.

10. Shifts for operating engineers will be on a rotating basis unless mutually agreed otherwise by the Company and the Union.
11. It is understood that the Company requires flexibility in its skilled trades work force, and has been assigning work on this basis. This will be continued in the future, and should any dispute arise regarding lines of demarcation it will be discussed with the steward, the senior Union representative of the apprentice committee and appropriate members of the Company for resolution.
12. The Union recognizes the problems of distributing overtime in a factory operation composed of a wide variety of product lines, production processes and job occupations. To the extent practicable under such circumstances, the Company will distribute overtime fairly among the employees who regularly perform the work to be done. When additional employees are required or when employees who normally perform the work are not available, employees from the related skilled trades will be given the opportunity to work overtime.
13. The Company will provide protection against loss by fire or theft, of recognized tools of the trade for skilled trades employees up to a maximum of twenty-two hundred dollars (\$2,200.00).

This protection shall only cover tools, proven to be on the premises at the time of the loss by fire or theft, and substantiated by a list which the employee must submit to his/her Supervisor, every six (6) months. Reimbursement of any such loss will be on the basis of replacement cost and will be subject to a twenty-five dollar (\$25.00) deductible per claim.

14. The Company agrees to replace tools that have been worn or broken to the point of not being able to perform their intended function.

Tools that have been worn or broken because of misuse or negligence will not be replaced.

Tools that are to be replaced must be turned in to the Department Supervisor.

15. During the summer operating hours, if two (2) operating engineers are scheduled on the same shift, the most senior operating engineer shall be considered responsible for the boiler room. If regular duties are assigned outside the boiler room, they shall be performed by the junior operating engineer.

16. (a) A lateral move in the S or M group is one whereby a skilled trades employee moves to another skilled trades classification. The need for this type of move is at the discretion of management as per Article X of the Agreement.

- (b) When a skilled trades employee makes this type of move their seniority will be from in

the trade classification they left. Seniority in their new trade classification begins on the day *s/he starts the new trade*. If the job in his/her new trade is eliminated, then s/he can return to their former trade classification assuming the seniority that had been frozen.

17. Only skilled trades employees that are judged to be capable of meeting the demands of the Company's more complex and responsive manufacturing systems will be assigned to the B designation based upon demonstrated skill and ability. Assignments will be indicated on appropriate bulletin boards.

The Company will fund all agreed upon training **and** it is understood that employees are expected to take courses on their own time **if** required.

**In** the skilled trades classifications that have an A and B designation the B skilled trades employees will usually be associated with relatively complex and critical machinery and tooling. However, employees with **an** A designation may be assigned to the same type of work as a B designated employee, provided this is not abused.

Both existing and new employees in these B designated positions must continue to meet conditions and qualifications with respect to training in new technology and to sustain the skills and abilities demanded of the position.

**In** the event of a layoff, the employee with the least seniority in the affected skilled trades classification will be declared surplus.



**ARTICLE XXI  
WAGE SCHEDULES**

1. Effective for the term of this agreement, the Company agrees to pay and the Union agrees to accept the wage rates set out in the following schedules: Appendix "A", "B", and "C", attached to and forming part of this agreement.
2. Group Leaders with the exception of those in Appendix "C", will be paid one dollar (\$1.00) per hour above the highest paid employee within their group.

**ARTICLE XXII  
TERMINATION**

1. This agreement shall continue in effect until February 28, 1995, and shall continue automatically ~~hereafter~~ for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to the expiration date that it desires to amend or terminate the agreement.
2. Negotiations shall begin within fifteen (15) days or soon thereafter as possible following notification for amendment or termination as provided in the preceding paragraph.
3. If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this agreement, or the making of a new agreement prior



to the current expiry date, this agreement shall continue in full force and effect until a new agreement is signed between the parties or until conciliation proceedings prescribed at law have been completed, whichever should first occur.

4. Termination of this Agreement does not have the effect of automatically discontinuing the Pension Plan and no pension granted prior to such termination is to be reduced, suspended, or discontinued except as specifically provided in the Pension Plan.

Signed by the parties hereto as follows:

**HONEYWELL LIMITED —  
HONEYWELL LIMITEE**

M.T. de Coeli     Director, Corporate  
                         Industrial Relations  
J. Baker             Manager, Industrial Relations  
L. Hasserjian     Director, Manufacturing  
J. MacMillan     Manager, Production Operations  
A. Januszewski     Manager,  
                         Manufacturing Engineering

**FOR THE NATIONAL AUTOMOBILE  
AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS UNION OF  
CANADA (CAW/TCA)  
LOCAL UNION NO. 80**

G. Lilley             National Representative  
L. Miller             President, Local 80  
B. Hendrie           Chairperson  
B. Buchan             Committee Member  
R. Karafilidis       Committee Member  
J. Walker             Committee Member  
G. Rose               Committee Member

**APPENDIX "A"**

**SECTION 1 — PROGRESSION PATTERN SCHEDULE "T"**

In the application of Article XI, Section 2 (b) the progression schedule for those jobs within Schedule "T" shall be based on the following pattern.

**A. HIRED OR TRANSFERRED EMPLOYEES WHOSE EDUCATION IS ACCEPTABLE TO THE COMPANY**

**PROGRESSION PATTERN FOR CURRENT JOBS**

<b>Grade</b>	<b>Job</b>	<b>Effective</b>	<b>Start</b>	<b>3</b>	<b>9</b>	<b>15</b>	<b>21</b>	<b>24</b>
			<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>
40	Repairperson							
	Product Services	<b>8/1/93</b>	15.75	15.90	16.04	16.12		
		<b>1/1/94</b>	16.14	16.30	16.44	16.52		
41		<b>8/1/93</b>	16.08	16.25	16.31	16.48	16.64	
		<b>1/1/94</b>	16.48	16.66	16.72	16.89	17.06	
42	Repairperson							
	Product Services	<b>8/1/93</b>	16.21	16.46	15.53	16.72	16.89	17.06
	Panel Assembler	<b>1/1/94</b>	16.62	16.87	16.94	17.14	17.31	17.49

**APPENDIX "A" (Continued)**  
**SECTION 1 — PROGRESSION PATTERN SCHEDULE "T"**

In the application of Article XI, Section 2 (b) the progression schedule for those jobs within Schedule "T" shall be based on the following pattern.

**B. AN EMPLOYEE UPGRADED FROM A RELATED JOB IN WHICH S/HE IS AT JOB RATE**

**PROGRESSION PATTERN FOR TYPICAL CURRENT JOBS**

<b><u>Grade</u></b>	<b><u>Job</u></b>	<b><u>Start</u></b>	<b><u>3 Months</u></b>	<b><u>9 Months</u></b>	<b><u>15 Months</u></b>
43	Repairperson Assembler Electronic — I.P.G.	20%	40%	40%	
	Repairperson Assembler Mechanical — I.P.G.	20%	40%	40%	
44	Inspector Panels	20%	25%	25%	30%
44	Repairperson Assembler Building Automation	20%	25%	25%	30%

The above percentages relate to the difference between the job rate for the job the employee is leaving and the job rate to which s/he is being up-graded.

APPENDIX "A"



**SECTION II**  
**SCHEDULE OF RATES — GROUP "T"**

	Effective August 1, 1993	Effective January 1, 1994
<b><u>Grade</u></b>	<b><u>Job Rate</u></b>	<b><u>Job Rate</u></b>
40	\$16.12	\$16.52
41	16.64	17.06
<del>42</del>	17.06	17.49
43	17.56	18.00
44	17.99	18.44

APPENDIX "B"  
SCHEDULE OF RATES — GROUP "A"

<u>Grade</u>	<u>Effective</u> <u>August 1, 1993</u>		<u>Effective</u> <u>January 1, 1994</u>	
	<u>Job Low</u>	<u>Job Rate</u>	<u>Job Low</u>	<u>Job Rate</u>
11	\$12.32	<del>\$12.42</del>	\$12.63	<del>\$12.73</del>
10	12.59	12.67	12.90	12.99
9	12.91	13.02	13.23	13.35
8	13.28	13.34	13.61	13.67
7	13.68	13.78	14.02	14.12
6	14.10	14.21	14.45	14.57
5	15.50	15.52	15.89	15.91
4	16.01	16.12	16.41	16.52
3	16.60	16.70	17.02	17.12
2	17.18	17.31	17.61	17.74
1	18.47	18.58	18.93	19.04

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**APPENDIX "C"**  
**SCHEDULE OF RATES — SKILLED TRADES**  
**GROUP "S" & "M"**

	<b>Grade</b>	<b>Effective August 1, 1993</b>		<b>Effective January 1, 1994</b>	
		<b>Job Low</b>	<b>Job Rate</b>	<b>Job Low</b>	<b>Job Rate</b>
Mould Maker	SO150B	22.46	22.58	23.02	23.14
Tool & Die Maker	SO250B	22.46	22.58	23.02	23.14
Tool Maker (E&P)	SO350B	22.46	22.58	23.02	23.14
E.D.M. Operator	SO450B	22.46	22.58	23.02	23.14
Mould Maker	SO150A	21.63	21.74	22.17	22.28
Tool & Die Maker	SO250A	21.63	21.74	22.17	22.28
Tool Maker (E&P)	SO350A	21.63	21.74	22.17	22.28
E.D.M. Operator	SO450A	21.63	21.74	22.17	22.28
Jig Bore Operator	SO550	21.63	21.74	22.17	22.28
Tool Room Grinder	SO650	21.63	21.74	22.17	22.28
Tool Room Machinist	SO750	21.63	21.74	22.17	22.28
Tool Maker	SO850	20.98	21.10	21.50	21.63
T.R. Gr. Ldr.	SO150	23.40	23.51	23.99	24.10
T.R. Gr. Ldr.	SO250	23.40	23.51	23.99	24.10

**APPENDIX "C" (Continued)**  
**SCHEDULE OF RATES -- SKILLED TRADES**  
**(GROUP "S" & "M")**

	<u>Grade</u>	<u>Effective</u> <u>August 1, 1993</u>		<u>Effective</u> <u>January 1, 1994</u>	
		<u>Job Low</u>	<u>Job Rate</u>	<u>Job Low</u>	<u>Job Rate</u>
Electrician	MO160B	21.85	21.96	22.40	22.51
Mechanic	MO260B	21.85	21.96	22.40	22.51
Electrician	MO160A	20.98	21.10	21.50	21.63
Mechanic	MO260A	20.98	21.10	21.50	21.63
Welder	MO161	19.71	19.82	20.20	20.32
Carpenter	MO162	19.71	19.82	20.20	20.32
Operating Engineer	MO163	19.31	19.39	19.79	19.87
Oper. Eng. Gp. Ldr.	MO163	19.82	19.94	20.32	20.44
Painter	MO164	18.40	18.50	18.86	18.96
Maint. Gp. Ldr.	MO260	22.98	23.10	23.55	23.68



March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

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**Re: Benefits**

This will confirm our understanding at 1993 negotiations and summarize the Company's policy and practice with respect to the following benefits:

**1. Prescription Drugs**

In order to be eligible for reimbursement, the drug must:

- a) require a written prescription from a doctor in order to be obtained (may be purchased over the counter);
- b) be required in the treatment of a specific illness.

In strict application of **our** policy, the carrier, as administrator of our Plan, will normally refuse all items such as Aspirin, cold remedies, vitamins, etc., because they do not require a written prescription.

In a small number of cases, written prescriptions for medication which can be bought over the counter will be covered, if the following conditions are met. The medication must be:

- required in the treatment of a specific illness;
- usually a substitute for a more costly drug which requires a prescription;
- not generally applicable for use by the employee after recovery; and
- supported by a doctor's letter verifying these facts.

In order to assist our employees in determining these exceptions to the general rules, all rejected claims will be channelled through the Scarborough Benefits Administrator, who will provide any required counselling and advice regarding the filing of additional information. It is understood that this, like all similar information is held by the Human Resources Department in strict confidence.

## **2. Weekly Indemnity and Workers' Compensation**

During the first fifty-two(52) weeks following the onset of disability, the employee may receive income replacement payments from one of the following:

- Worker's Compensation, if the sickness, accident, disability or hospitalization is related to or required as a result of the employee's occupation,
- or —
- the Weekly Indemnity Plan, if the sickness,

accident, disability, or hospitalization is non-occupationally related.

At the end of this initial fifty-two (52) week period, the employee is eligible for Long Term Disability benefits if the total disability continues. Any Workers' Compensation payments still being made serve as an offset to the L.T.D. payment if the employee's total disability income equals 66-2/3% of his/her pre-disability income.

If an employee were to be occupationally disabled, receive W.C.B. payments, recover and be certified able to return to work, and following this, be struck by a totally unrelated non-occupational disability (totally unrelated to the first disability for which W.C.B. was paid) the employee would be treated as an entirely new disability case. As such, s/he would be eligible for fifty-two(52) weeks of Weekly Indemnity payments before becoming eligible for Long Term Disability Income.

In another case, an employee might be occupationally disabled and still receiving W.C.B. payments when s/he was struck by a totally unrelated non-occupational disability. Payments from the W.C.B. might continue for a period after the second (non-occupational)disability began. In that event, Weekly Indemnity payments would not begin until after the employee recovered from the first (W.C.B.) disability and W.C.B. payments stopped. The maximum fifty-two (52) week period for potential

Weekly Indemnity payments would begin when W.C.B. payments stopped. At the end of the year following the onset of the second disability, the employee would be eligible for payments under the L.T.D. Plan if s/he were still totally disabled.

### **3. Medical Certification for Absence**

It is our policy to provide payment for medically verified absence. Payment for occupational illness and disability is provided under Workers' Compensation. Payment for non-occupational sickness and disability is provided under the Company's Weekly Indemnity Plan.

At the time benefits become payable under the Weekly Indemnity Plan (first day for accidents and hospitalization, fourth working day for sickness) the employee must be under the care of his/her doctor in order to be eligible for payments.

Normally, this means that the employee has seen his/her doctor within the first twenty-four (24) hours for accidents, or seventy-two (72) hours from sickness. However, the intent of this rule is not to unfairly penalize employees who, for valid reasons, have been unable to see their doctor within the allowable time. In such cases, contact with the doctor by telephone is acceptable, if made within the elimination period and provided the doctor confirms on the claim form that the employee was under his/her care from the date of contact. Telephone contact with the nurse or receptionist at the

**doctor's office is not acceptable.**

**In all cases, the Physician's Statement on the Weekly Indemnity claim form must be completed and signed by the employee's doctor.**

**Yours very truly,**

**J.T. Baker  
Manager, Industrial Relations**

/nl

March 1, 1993

Mr. G. Lilley  
National Representative  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Lilley:

**Re : Plant Closure**

Although the requirement for a total Plant Closure is not anticipated, the Company will recognize the Union bargaining committee's concern in this matter by agreement to the following:

If during the term of the Collective Agreement, it is contemplated that a total plant closure is necessary, the Company will give written notice to the President, C.A.W. as far in advance as possible. The notice will include the reason the Company is considering closing the plant, a projection of the date of such closing and anticipated alternative sourcing if any. Thereafter, the Union will be afforded the opportunity to discuss the

matter and Management will give appropriate weight to **the Union's** comments in reaching a **final decision**.

Yours very truly,

J.T. Baker  
Manager, **Industrial** Relations

/nl

cc: Mr. L. Miller, President, C.A.W. Local 80

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re: U.I.C. Premium Reduction**

This will confirm our mutual understanding at 1993 negotiations, that any premium reduction obtained through the Unemployment Insurance Act 1971, due to modification of Article XIX, Section 2 and subsequent registration of the revised weekly indemnity insurance plan, has been applied to overall improvement of the plan. Should the premium reduction not be allowed by U.I.C., the agreed to improvements in this benefit will remain.

Yours very truly,

J.T. Baker  
Manager, Industrial Relations

/nl



March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Group Leaders**

This letter will confirm our understanding during the 1993 negotiations that when the incumbents in group leader positions leave those positions the pay and classification of his/her replacement will be adjusted as per the Collective Agreement.

The current Maintenance Stockkeeper will remain in the existing classification and wage rate until leaving that position. At that time the Maintenance Stockkeeper position will no longer be defined as a Group Leader position.

**Yours** very truly,

J.T. Baker  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Pre-Arbitration**

The Company recognizes the merits of providing the option for a pre-arbitration meeting in that it is an informal process where either party may have the opportunity to better understand the issues and concerns at hand.

This letter will confirm our discussions and understanding at the 1993 negotiations that the process is as follows:

- The representatives would be the Plant Chairperson, C.A.W. National Representative and the Manager, Industrial Relations or his/her designate;
- Mutual agreement is obtained to initiate the process;
- Only cases that have been formally submitted to arbitration are eligible; and

— The intent is that this process is available by exception and not to be considered or used as the norm by either party.

It is recognized that these discussions are privileged and subsequently cannot be used at the Arbitration Hearing.

Yours very truly,

J.T. Baker  
Manager, Industrial Relations

/s/

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Modified Work Program**

This letter will confirm our understanding during the 1993 negotiations that a "Modified Work Program" has been established and is reviewed, updated and administered by union/management representatives.

The following conditions are applicable to employees taking part in the Modified **Work** Program:

- (a) An eligible employee requiring a modified work assignment due **to** medical restrictions will be placed in a job according to the placement procedures of the modified work program.
- (b) An employee on a modified work assignment is prohibited **from** working overtime until that assignment is complete.
- (c) An employee on a modified work assignment that exceeds forty (**40**) working days will be reclassified to the job group they are working in until their

rehabilitation period is complete. The employee will be given recall rights to their former **job group** provided their modified work assignment is not in an equal or higher labour grade.

- (d) Employees who have no recall rights to a higher classification and have been on a rehabilitation program and medically cleared to return to regular duties will remain on the assigned job unless displaced through the regular seniority process or the **job is** declared surplus.
- (e) Employees with recall rights to a higher classification and assigned to a lower classification for rehabilitation will not be considered for recall or placement to a higher classification until the rehabilitation period is completed. At that time the employee will exercise their seniority in their original classification under the Collective Agreement provisions, the same as any other employee returning to regular duties from injury or illness.
- (f) **All** cases requiring modified duties and all cases of employees returning to regular duties, will be based on medical information by all doctors concerned **as** deemed necessary by the Company.

Yours very truly,

J.T. Baker  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Vacation Pay**

It is recognized that employees vacation plans may change as a result of business and/or personal reasons. This letter will confirm that any changes to the availability of vacation monies is dependent upon ten (10) working days notice to the Payroll Department by the Supervisor.

It is further recognized that extenuating circumstances may alter the above.

Yours very truly,

J.T. Baker  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. G. Lilley  
National Representative  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Lilley:

**Re : Paid Education Leave**

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**As** part of the negotiations, the Company agrees that effective March 1, 1993 it will sponsor through its tuition aid programme, up to four (4) of its hourly employees per year, for educational purposes, **at** the C.A.W. Port Elgin facility.

Upon written application at least eight (8) weeks in advance, employees selected by the Union may be granted a leave of absence without pay from the company, for a period not to exceed in any twelve (12) months, twenty (20) days class time plus travel where necessary.

The Company agrees to reimburse the C.A.W. up to a maximum of twenty one thousand, two hundred dollars (\$21,200.00) per year, on receipt of invoice from the C.A.W.

It is agreed that one (1) of the four (4) allotments of twenty (20) days as per amount specified above may be split to cover two (2) employees for ten (10) days each, to attend the Advanced course provided by the C.A.W.

Employees granted such leaves of absence will continue *to* accrue seniority and benefits during such leave.

The Company further agrees that the above monies may be allocated for the payment of wages and training expenses, for on the job training and/or external training of the Union related positions.

Yours very truly,

J.T. Baker  
Manager, Industrial Relations

/nl

c.c.: Mr. L. Miller, President, C.A.W. Local 80



March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Seniority Committee**

Confirming our discussion at the 1993 negotiations, a Joint Union/Management committee will be established, comprising the Manager, Industrial Relations, the Manager, Production Operations, the President, C.A.W. Local 80 and Plant Chairperson.

This committee will be actioned as required by either party to clarify areas of misunderstanding related to the seniority language changes introduced at the 1993 negotiations, specifically to deal with employee movement as listed in Articles IX, X and XI.

Yours very truly,

J.T. Baker  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Vacation**

This letter will confirm our understanding at the 1993 negotiations that, upon return from an illness/injury absence vacation will not be granted until medical certification with a return date is provided to the Health Centre and the employee is cleared by the Company doctor.

Yours very truly,

J.T. Baker  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Group Bumping To Lavaff**

This letter will confirm our understanding during the 1993 negotiations that, when a group of employees declared surplus have the same effective movement date that results in the layoff of employees on the second shift, placement to openings in the same department will be considered first, to avoid unnecessary training and to provide departmental familiarity for the employees.

Yours very truly,

J.T. Baker  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Skilled Trades**

This letter will confirm our discussions at the 1993 negotiations that skilled trades participation in decisions on investments and improvements related to tooling and equipment will be facilitated by skilled trades representation on product mission teams and other special purpose teams which are planned to be introduced in the coming year. Through their membership on these teams, the skilled trades representatives will be expected to contribute significantly to enhanced effectiveness in productive maintenance and support our objectives towards improved quality, cost, delivery and customer satisfaction.

It is understood that the new team-based organization will provide new challenges for all employees, including skilled trades personnel. Specialized education in the new technologies and generic type training will be

encouraged to address the changing role of our skilled trades employees.

Yours very truly,

**J.T. Baker**  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Drug Plan**

This will confirm our discussion, during the 1993 negotiations, on the significantly increased costs experienced in the Drug Plan, due to the mis-application of the present drug card system.

Where the employee and their spouse each have drug coverage, benefits should always be claimed first, against the plan under which the individual who requires the drug is covered. Claims for eligible dependents must be applied under the plan of the parent with the earlier day and month of birth in the calendar year as dictated by Insurance Industry Standards for Coordination of Benefits.

Therefore, our Drug Card administration will be revised to provide for Coordination of Benefits:

- a) Employees will be given a single card that will identify the employee and any other eligible dependents, as follows:
  - employee coverage only when the spouse has their own coverage and their birth date is earlier in the year than the employee.
  - employee and dependent children coverage when the spouse has their own coverage but their birth date is later in the year than the employee.
  - employee, spouse and dependent children coverage when the spouse does not have their own coverage.
- b) Employees will be required to notify the company of any change in family status and/or Drug benefit coverage.
- c) The \$.35 deductible per prescription remains.

A revised Drug Card administration system, as described above, will be established and implemented on or after April 30th, 1993.

Yours truly,

J.T. Baker  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re - Vacation Entitlement**

An employee that receives vacation pay based on gross earnings that amounts in dollars to **less** than the number of weeks vacation entitlement time, will have, within a calendar year, a one time option **of**

- (A) Taking the number of weeks vacation equal to the amount of vacation pay received and working the balance of vacation entitlement time or
- (B) Taking their total vacation entitlement time **off** regardless of the amount of vacation pay received.

**Yours** very truly,

J.T. Baker  
Manager, Industrial Relations

/nl



March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re : Retirees — Part-Time Employment**

Confirming our discussion at the 1993 negotiations, a Joint Union/ Management committee will be established, consisting of two (2) employee delegates appointed by Local 80 C.A.W. and (2) employee delegates appointed by Honeywell management.

This committee will examine and report, to the Director of Manufacturing and the President of Local 80 C.A.W., on the feasibility of utilizing Local 80 retirees on a part-time employment basis, to support fluctuating business requirements.

Yours truly,

J.T. Baker  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re - Vacation Option**

The purpose of this letter is to recognize options in taking vacation entitlement.

- A. All bargaining unit employees must take two (2) weeks of vacation entitlement during the plant shut-down. Exceptions to this must be approved by the Operations Manager with information provided to Industrial Relations.
- B. Bargaining unit employees with up to three (3) weeks vacation must take those weeks in five (5) day blocks.
- C. Bargaining unit employees with four (4), five (5), or six (6) weeks vacation entitlement will be allowed to take one (1) week in single days, subject to their current supervisor's approval with a mini-

mum **of** two (2) working days notice. **All** other entitlement must be taken in five (5) day **blocks**.

**Yours** very truly,

J.T. Baker  
Manager, Industrial Relations

/nl

March 1, 1993

Mr. L. Miller  
President  
C.A.W. Local 80  
Scarborough, Ontario

Dear Mr. Miller:

**Re - Medical Certification**

This letter will confirm our understanding at the 1993 negotiations that once a weekly indemnity claim has been approved and more medical information is requested to substantiate continued disability, then the Company will pay the cost, **if** any, for the extra medical information. In addition, when the Company determines that an independent medical assessment or a functional ability evaluation is required, the Company will pay the cost **for** the medical diagnosis/prognosis reports that are generated.

Yours very truly,

J.T. Baker  
Manager, Industrial Relations

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