



COLLECTIVE AGREEMENT

BETWEEN:



PEBRA INC.

AND

CAW  TCA
CANADA

**NATIONAL AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS UNION
OF CANADA
(CAW-CANADA)
AND ITS LOCAL 1524 and 1987**

**TERMS OF AGREEMENT:
October 1st, 1993 to September 30th, 1996**



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Article 1 - Purpose

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

Article 2 - Scope and Recognition

2.01 This Agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board on the 14th day of May 1986 and 15th day of March 1988 and clerical on the 19th day of June 1990, that is, all employees of Pebra Inc., in Kitchener and Peterborough, Ontario save and except supervisors, persons above the rank of supervisor, office workers in Kitchener, sales staff.

2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

Article 3 - Management Rights

3.01 The Union recognizes and acknowledges that the management of the plants and their facilities and direction of the working forces are fixed exclusively in the Employer and without

limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, subject to the grievance and arbitration procedure provided for in this Agreement, except in the case of termination of a probationary employee. The Employer will advise the Union of any new or revised rules and regulations prior to publication;
- (b) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall, retire employees or select employees for positions excluded from the bargaining unit;
- (c) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications, and require medical examinations;
- (d) determine the location of operations and their expansion or their curtailment, the subcontracting work, the number of shifts, starting and quitting times, the methods and processes to be employed, quality and quantity standards, the establishment of job classifications; determine the reasonable qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods and change standards, machinery and equipment, change or discontinue existing tools, equipment, machinery or processes; decide

on the number of employees needed by the **Employer at any** time and when overtime shall be worked.

- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the expressed provisions of this Agreement constitute the only limitations upon the Employer's rights.

Article 4 - Union Security

- 4.01 During the term of this Agreement, the Employer agrees to deduct regular monthly Union dues or a sum equivalent to the regular monthly Union dues and initiation fees, on a weekly basis, as certified by the Union to be **currently in effect** according to the Constitution and By-Laws of the Union from the wages of each employee who has authorized such deductions and to remit the amount so deducted to the Financial Secretary of Local 1987 and Local 1524 CAW, no later than the tenth day of the following month. The Peterborough clerical dues will be deducted from the second pay period each month, unless their pay period changes.
- 4.02 As a condition of their employment, all employees shall become and remain members in good standing of the Union in accordance with the Constitution and By-Laws of the Union and all future employees hired subsequent to that date, shall become and remain members in good standing of the Union in accordance with the Constitution and By-Laws of the Union.
- 4.03 As a condition of their employment, all employees shall be required to execute and deliver to **the** Employer an authorization for deduction of their regular monthly Union dues.

- 4.04 If an employee, because of illness from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during **any** pay period of a month, dues deductions shall be deferred to his/her next pay period, subject to Article 4.05 of this Agreement.
- 4.05 No deductions shall be made from the pay period of any employee covered by this Agreement in any pay period, where such **employee** worked less than a total of ten (10) hours. Paid vacation days **and** paid holidays will be considered as days worked for the **purpose** of this Article only. **Employee(s)** who work more than forty (40) hours in a month will be deducted a months' union dues.
- 4.06 A list of the total number of employees and their addresses along with all sums deducted pursuant to the above provisions shall be remitted by the Employer to the Financial Secretary of Local 1987 and 1524 together with the above remittance. This list will contain the employee's name and clock number along with the amount of such deductions and, in the case of an employee in respect of whom no deductions were made, the reason.
- 4.07 The Union will notify the Employer in **writing** four (4) weeks in advance **of** the relevant month of any changes in the monthly deductions to be made.
- 4.08 The Employer agrees to include on an employee's T-4 slip for income tax purposes the total Union dues paid for the year.
- 4.09 The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any

action taken by the Employer for the purpose of complying with the Article.

- 4.10 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the Employer's permission.
- 4.11 The Employer and the Union agree that non-bargaining unit employees may continue to perform work normally performed by bargaining unit employees, however, such work shall be limited to sample submissions to customers, training, and emergencies only.

Article 5 - No Strikes or Lock Outs

- 5.01 In view of the orderly procedure established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slow-down or stoppage of or interference with work or production, either complete or partial, and the Employer agrees that there will be no lock-out of employees.

Article 6 - Representation

- 6.01 The Employer will recognize a Plant Committee and a Plant Committee Chairperson in both Kitchener and Peterborough. The Peterborough Committee shall consist of four (4) persons on days, three (3) persons on afternoons and two (2) persons on nights. If at any time the afternoon shift exceeds two hundred and seventy-five (275) employees an additional Committeeperson will be added. The Plant Committeeperson Chairperson in Peterborough

shall have five (5) days plus time required to conduct Union business and in Kitchener four (4) hours per day plus time required.

The clerical unit in Peterborough shall have one (1) Committeeperson.

The Kitchener Committee shall consist of four (4) persons on days and two (2) persons on afternoons.

One (1) Committeeperson shall be selected to represent each area of representation as mutually agreed

The Grievance Committee for each facility shall consist of the Local President, the Local Chairperson, and two (2) Committeepersons plus the Office Committeeperson in Peterborough. If a skilled tradesperson is not elected, the Plant Committeeperson Chairperson will represent the skilled trade employees on the Committee. If a skilled tradesperson is elected, he/she will automatically become part of the Committee. In any case, the number of persons on the Grievance Committee will remain the same regardless. (i.e. Plant Committeeperson Chairperson, Local President, Office Committeeperson, plus two (2) additional Committeepersons, one of which could be a skilled tradesperson.

If at any time the active hourly employee count at either facility decreases more than fifty (50) employees on a shift the number of Committeepersons shall be reduced by one. At no time can there be less than four (4) in Peterborough and three (3) in Kitchener.

- 6.02 Areas of representation may be modified from time to time by mutual agreement between the Employer and the Union. The Union may appoint an alternate Committeeperson for each area set out in Article 6.01, who may act only in the absence of the Committeeperson.

- 6.03 Committeepersons referred to above may investigate and process grievances in accordance with the grievance procedure set out in this Agreement.
- 6.04 The Employer will recognize a Negotiation Committee **of** not more than seven Committeepersons for the purpose **of** renegotiating this Agreement. The Employer **agrees to** recognize a representative from the National Union and/or the President of the Local Union as part **of** the Negotiating Committee.
- 6.05 The Union shall notify the Employer in writing **of** the names **of** the Committeepersons and alternate Committeeperson and the Employer shall not be required to recognize any such Committeeperson until it has been so notified.
- 6.06 **A** Committeeperson shall have acquired seniority with the Employer.
- 6.07 No Committeeperson shall leave his/her work or enter the Plant on other than his/her normal shift to investigate or process any grievance or conduct Union business with the Employer without the **prior** consent of his/her immediate supervisor. **Every** Committeeperson, including the plant Committeeperson Chairperson, must advise the **supervisor** of any department or line in advance of entering any department or line other than his/her own. It is understood that Committeepersons will not absent themselves from their regular duties without the **prior** consent of their immediate supervisor. Such consent shall not **be** unreasonably withheld and the supervisor shall have a reasonable period of time to obtain a replacement so as to ensure that there will be no interruption of production. Committeepersons shall report back to their supervisor at the time they return to work.

- 6.08 The Union's National Representative or his/her **designate** will not enter any premises of the **Employer** without obtaining the prior consent of the General Manager, the Human Resources Manager, or their designate.
- 6.09 The Employer will pay **Committeepersons** or the **grievor** at their regular, **applicable** hourly rate for Employer approved regular time lost in processing complaints, **grievances** or in the administration of this **Agreement**, excluding arbitration hearings, provided that the amount of time so spent is not unreasonable.
- 6.10 The Union's National Representative or his/her **designate** **may** be present at meetings between the **Employer** and the Plant Committee when the Plant Committee so requests. The Employer shall be so advised in advance of this meeting.
- 6.11 **Committeepersons** (not alternates) shall have **top seniority** in the bargaining unit in the event of **layoff** provided that they have the skill, ability and qualifications to perform the required work.
- 6.12 The Union may conduct voting **procedures** among employees of the **Employer** for the election of representatives **including** the Executive Board, on the Employer's premises in an area and at a time agreed to by the **Employer** **pro**vided that all such activities are conducted **dur**ing non-working hours.
- 6.13 (a) The Union will be given a reasonable period of time, not to exceed ten (10) minutes to meet with and discuss a new member's responsibility and rights under the Agreement and the Constitution **of** the Union. These meetings will be held one (1) time per week per shift.

- (b) The parties agree that under the provisions of Article 9.01 the discharged or suspended employee may have another employee of his/her choosing present for the sole purpose of acting as an interpreter when he/she interviews his/her Committeeperson before leaving the Employer's premises.
- (c) The Company agrees to provide the Union the following data:
The Union will receive a list of bargaining unit employees stating:
- 1) seniority
 - 2) rate of pay
 - 3) job classification

The Union will receive a monthly notification stating:

- 1) employees transferred into or out of the bargaining unit
- 2) employees laid off and recalled
- 3) employees who have lost seniority
- 4) employees on leave of absence or returning from leave of absence
- 5) employees absent due to illness or accident or returning from same.

The Company has to forward to the Chairperson the names, addresses, including postal codes, of all employees covered by the Agreement and any changes of addresses upon receiving a change from the employee every three (3) months.

The Union will receive notification from the Company of supervisors/forepersons and department managers and their areas of responsibility. Such notification will be revised at the time of change, and in any event it will be provided to the Chairperson every six (6) months.

Article 7 - No Discrimination

- 7.01 There shall be no discrimination, by the Employer or the Union, or any **employee**, in contravention of the Ontario **Human Rights Code**, or because of Union activity or inactivity.
- 7.02 All references to employees in this Agreement include both male and female and whenever the male or **female** gender is used, it shall be construed to include both male and female employees.
- 7.03 The Union and the Company recognize that sexual harassment is an unlawful **employment practice** in violation of the Ontario Human Rights Code, which defines it as:

“... a course of vexatious comments or conduct or sexual advance or solicitation that is known, or ought reasonably to be known to be unwelcome, perpetrated by a **person's** employer, someone acting **for** the employer or a co-worker..”

Complaints of alleged harassment by members of the bargaining unit will be handled with all possible confidentiality by the joint committee consisting of the **Local President** and/or **Plant Chairperson** of the Union and the **Plant Manager** and/or the **Human Resource Manager** of the Company.

Article 8 - Grievance Procedure

- 8.01 The **purpose** of this Article is to establish a procedure for the settlement of grievances.

8.02

Step 1 -

An employee who has a complaint relating to the **interpretation**, application, administration or alleged violation of this Agreement shall discuss his/her complaint with his/her immediate supervisor. The employee may have the assistance of his/her Committeeperson, should he/she so request. Such a complaint shall be brought to the attention of the immediate supervisor within two working days of the time when the incident giving rise to the complaint became known or ought reasonably to have become known to the employee. The immediate supervisor shall state his/her decision verbally within two working days of receiving the complaint. Any request by an employee to discuss a complaint or grievance with his/her immediate supervisor, with the Committeeperson in attendance, if requested, shall be granted within a reasonable period of time.

Step 2 -

Should the employee be dissatisfied with the supervisor's disposition of the complaint, he/she may, with the assistance of his/her Committeeperson, refer such matters in a written grievance form supplied by the Employer to his/her immediate supervisor, who shall answer the grievance, in writing, within three working days. The complaint shall constitute a formal grievance at Step 2 and shall be filed no later than three working days from the date of the immediate supervisor's reply to the complaint. The grievance shall contain a statement of the facts relied upon, indicate the articles and subsections of the Agreement which are alleged to have been violated, where possible, indicate the name of the employee who may be adversely affected by the grievance, indicate the relief sought and must be signed by the employee.

Step 3 -

Should the employee be dissatisfied with the disposition of the grievance at Step 2, the grievance may be referred to the department manager, who shall answer the grievance, in writing within two working days. The grievance shall be filed with the department manager within two working days of the receipt of the immediate supervisor's reply to Step 2; a meeting shall be held, attended by the Committeeperson, Chairperson and the department manager, within the two day period.

Step 4 -

If no settlement is reached at Step 3, the grievance may be referred to Step 4 within five working days of receipt of the reply of the department manager. The Grievance Committee and representatives of management shall meet to discuss the grievance within five working days of receipt of the referral. The Grievance Committee shall consist of the Chairperson and the area Committeeperson responsible for the grievance. The Union's National Representative and/or the Local Union President may be in attendance at this meeting. If the grievance is not settled, it may be referred to arbitration as hereinafter provided. The Employer will provide its reply to the grievance, in writing, within five working days of the Step 4 meeting.

Policy Grievance

8.03 The Union or the Employer may initiate a grievance beginning at Step 4 of the Grievance Procedure. Such a grievance shall be filed within ten working days of the incident giving rise to the complaint and be in the form described in Step 2. Any such grievance may be referred to arbitration under Article 10 by either the Union, in the case of a Union grievance, or the Employer, in the case of an Employer grievance. The Union may not institute a grievance direct-

ly affecting an employee or employees, which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.

- 8.04 Any complaint or grievance which has not commenced or processed through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement, in writing, between the Employer and the Union.

Article 9 - Discipline

- 9.01 An employee who is discharged or suspended shall be given a reasonable opportunity to interview his/her Committeeperson in a private area designated by the Employer before leaving the Employer's premises, unless it is necessary, because of the circumstances giving rise to the suspension or discharge, to require the immediate expulsion of the employee from the plant premises.
- 9.02 An employee who has completed his/her probationary period and who is suspended or discharged may file a grievance at Step 3 of the Grievance Procedure within five (5) working days after such discharge or suspension.
- 9.03 When a grievance, which is filed under Article 9.02, is not settled and duly comes before an arbitrator, the arbitrator may make a ruling, subject to this Article and to Article 10:
- a) confirming the Employer's action;
 - b) reinstating the employee with or without compensation for lost time. The arbitrator shall consider the amount of any remuneration or compensation the employee has

received from any **other** source pending the disposition of his/her case; or

- c) disposing of the grievance in any other manner which may be just and equitable.

9.04 **Any employee who** is reinstated under Article 9.03(b) or (c) shall not lose his/her seniority status.

9.05 During the probationary period, any employee shall be considered as being employed on a trial basis, and may be discharged where the employee is considered, in the **judgement of the Employer, to be unsuitable**. The discharge of a probationary employee can be based on a lesser standard than that for a seniority employee, should generally be at the discretion of the **Company, and should only be modified** where the Company has no basis for its decision.

9.06 An employee who is to receive a written **warning, suspension, or discharge**, shall have their regular zone Committeeperson or their alternate zone Committeeperson **in the absence of their regular zone Committeeperson**, at any meeting held for this purpose. The Employer will provide a copy of the notice of written warning, suspension, or discharge to the employee's Committeeperson.

9.07 In the event that a period of twelve (12) calendar months has **elapsed** since a derogatory notation was issued to an **employee, such derogatory notation shall be removed** from the employee's personnel record.

Article 10 - Arbitration

10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing, of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within twenty (20) working days of the reply under Step 4 and shall contain the name of the arbitrator next on the list. The party delivering the notice shall then have the responsibility of contacting the arbitrator within ten (10) days after the date of the notice to determine available dates which will then be communicated to the other party. The parties shall then agree on a date which is acceptable to themselves and the arbitrator within the next ten (10) working days. Failure by the party having carriage of the grievance to carry out the steps herein in a timely fashion shall mean the matter is deemed to have been settled on the basis of the last written answer of the responding party.

10.02 As provided for in Article 10.01, the party delivering the notice to arbitrate shall indicate in the notice the arbitrator for that grievance from the following list:

Professor E.E. Palmer
Gerry Charney, Q.C.
Ian Hunter
Dan Harris
Howard Brown
Martin Teplitsky

It is understood and agreed that following ratification of this agreement, arbitrators will be selected in the order they appear on the list above, starting with the top of the list and moving to the bottom in the order that notices to arbitrate are received. In the event that the arbitrator according to this process is no longer available to arbitrate, that particular case will be referred to the next arbitrator on the list.

- 10.03 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 10.04 Each of the parties hereto will jointly share the fees and expenses of the arbitrator, if any.
- 10.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement nor alter, modify or amend any part of this Agreement.

Article 11 - Seniority

- 11.01 Seniority shall mean an employee's length of service with the Employer. An employee shall maintain and accumulate seniority while he/she is in the employ of the Employer after he/she has completed his/her probationary period as set out in Article 11.02 below, subject to Article 11.04.
- 11.02 A newly hired employee shall serve a probationary period of forty (40) work days or 320 hours worked within a twelve-month period, whichever comes first. Upon completion of the probationary period, a new employee shall have his/her seniority dated back to his/her

original date of hire by the Employer. Where two (2) or more employees acquire seniority on the same date, they shall be added to the seniority list in alphabetical order.

- 11.03 Seniority lists will be supplied to the Union quarterly and posted on all bulletin boards. An address list sorted alphabetically by surname will be supplied to the Union quarterly for all employees appearing on the seniority lists.
- 11.04 Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if he/she voluntarily quits;
 - (b) if he/she retires;
 - (c) if he/she is discharged for any cause and not reinstated through the Grievance Procedure;
 - (d) if he/she fails to report after lay-off or leave of absence in accordance with the provisions of this Agreement;
 - (e) if thirty-six (36) months have elapsed from day of lay-off.
 - (f) if he/she is absent from work for three (3) or more scheduled consecutive working days, without notifying the Employer, unless in the circumstances it was impossible to do so.
- 11.05 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and if transferred back into the bargaining unit the time served in such positions shall not be included in their seniority standing. Such transfers may only take place when no one from the bargaining unit is on lay-off.

- 11.06 An employee who is no longer able to perform the normal required work of his/her job within a classification but is able to perform other duties, or an employee who has incurred a permanent or partial disability may, by agreement between the Employer and the Union, be assigned to or retained at an operation within his/her capacity at the prevailing rate of pay for such work.
- 11.07 The Employer will notify the Plant Chairperson on the second day of absence under Article 11.04 (f).
- 11.08 PREFERENTIAL HIRING

In the event a seniority employee from either location makes application for an opening at the other location, the Company will recognize their seniority from the other location and waive their probationary period. Such employees will be given preference in the hiring process.

Article 12 - Lay-Off and Recall

- 12.01 If lay-off is anticipated, the Employer will meet to inform the Union as far in advance as is practicable. The Employer will, whenever possible, give regular employees five (5) working days' clear notice of lay-off. The Employer will notify the Plant Chairperson of all lay-offs. For purposes of this collective agreement, regular employee(s) shall be those employees who are actively at work on the date the lay-off notice is given. Employees who are absent because of vacation, Workers Compensation Leave, Short Term Disability Leave or an approved Leave of Absence as per Article 15.01 will receive notice of lay-off. However, these absent employees will work the five (5) day notice period upon

their return to work, and it is agreed by the Union that no grievance may be filed in these circumstances by other employees, including laid-off employees with greater seniority.

- 12.02 (a) The skilled employee with the least plant seniority in the affected job classification shall exercise their bumping rights as described below.
- (b) The skilled employee in the affected job classification who is unable because of seniority to maintain his/her shift in his/her classification shall displace the lowest seniority skilled employee in his/her classification.
- (c) The skilled employee in the affected job classification who is unable to maintain his/her classification because of seniority shall displace the lowest seniority skilled employee on his/her shift as per the established Flowchart "A".
- (d) The skilled employee in the affected job classification who is unable to maintain his/her classification/Flowchart grouping on his/her shift because of seniority, shall displace the lowest seniority skilled employee plant wide as per the established Flowchart "A".
- (e) The skilled employee in the affected job classification who is unable to maintain his/her classification/Flowchart grouping because of seniority, shall displace the lowest seniority skilled employee in the next downward job classification on his/her shift.
- (f) The skilled employee in the affected job classification who is unable because of seniority to displace the lowest seniority employee in the next downward job classification on his/her shift will displace the lowest seniority employee in that job classification.

- (g) The skilled employee in the affected job classification who is unable because of seniority to displace a skilled seniority employee as per Flowchart "A" shall **displace** the lowest non-skilled employee on his/her shift in his/her department.
- (h) The skilled employee in the affected job classification who is unable because of seniority to displace the lowest non-skilled employee in his/her department shall **displace** the lowest non-skilled employee on his/her shift plant wide.
- (i) The skilled employee in the affected job classification who is unable because of seniority to **displace** the lowest non-skilled employee on his/her shift shall displace the lowest non-skilled employee plant wide.
- (j) The General Production Group employee with the least plant seniority in the affected job classification shall **displace** the lowest seniority General Production Group employee on their shift. Should the displaced General Production Group employee have insufficient seniority to remain on their own shift, then the General Production Group employee shall **displace** the lowest General Production employee plant wide.
- (k) If a skilled or unskilled employee is not placed in the steps above, the employee shall be laid-off.
- (l) An employee cannot displace another employee with a higher rate of pay due to skill and ability **except** in the case of a lead-hand or relief operator within the same Flowchart job group.
- (m) An employee will be given a five (5) day training period in the event of a reduction in workforce only in lower rated classifications.

- (n) **An employee** may choose to accept a lay-off instead of exercising his/her seniority rights.

Where an employee chooses to accept lay-off, it is understood and agreed they could lose their rights to their former classification.

- (o) It is understood and agreed that where more than one (1) skilled or unskilled employee(s) are identified for lay-off, the **Company will prepare** a list of those unskilled employees with the least plant-wide seniority and thereafter, those skilled or unskilled employees will have the opportunity to choose which of the junior unskilled employees they wish to displace by seniority.

12.03 Temporary recalls anticipated not to exceed thirty (30) calendar days in length may be required by the Company to meet short term production demands. Permanent employees who have been laid off will be given the option of accepting or declining this temporary work opportunity without forfeiting their recall rights. Employees accepting these temporary work opportunities will be contacted by telephone with Union Representation being present. Such employees will be required to report to work within twenty four (24) hours after being contacted. There will be no entitlement to five (5) working days clear notice of lay-off prior to the end of this temporary work assignment.

12.04 Articles 12.01 and 12.02 shall not apply in cases of lay-offs of three (3) working days or less where major lines or areas are affected and re-assignments are not practical. This paragraph may be exercised for no more than ten (10) days per collective agreement year.

- 12.05 (a) When recalling **an employee** after lay-off, he/she shall be **notified** by registered mail and allowed five (5) working days after receipt of notice to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other **employees** in seniority standing may be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period, as outline. An employee to whom a registered letter is sent in accordance with this Article must contact the Personnel Department within three working days of the notice of return to work if he/she wishes the Employer to hold the job open for him/her for the full five (5) working day period. **IT SHALL BE THE EMPLOYEE'S RESPONSIBILITY TO KEEP THE EMPLOYER NOTIFIED AS TO ANY CHANGE IN HIS/HER ADDRESS OR TELEPHONE NUMBER SO THAT THEY WILL BE UP TO DATE AT ALL TIMES.** The period of five (5) working days may be extended to ten (10) working days notice where the Employer has provided ten (10) working days notice to his/her present Employer or where the **employee** is outside Ontario at the date of recall.
- (b) The Employer will contact, by telephone, those **employees** to whom registered letters have **been sent** before contacting other less senior employees by telephone to return to work temporarily. If an **employee**, to whom a registered letter has **been sent**, reports for work and dis laces an **employee temporarily recalled** Prom lay-off, the Employer will be under no obligation to provide notice of lay-off or pay in lieu thereof to the **employees so displaced.**

- 12.05 (c) The Peterborough clerical employees will be subject to the same provisions of this Agreement and Article, but will not be provided an opportunity to be eligible for plant jobs, nor will plant bargaining unit employees be eligible for jobs in the clerical bargaining unit.
- 12.06 In order to facilitate the recall of skilled employees to their previous classification the following guidelines will be used (refer to Flowcharts):
- 1) The affected employee was moved to their new classification by the Company as a result of a bump and/or recall, and not due to a job posting unless the affected employee had been a successful bidder for a job posting in the lowest Flowchart Grouping.
 - 2) The affected employee held their previous classification for a minimum of three (3) months.
 - 3) That a position is available in their previous classification.
 - 4) An application must be made on forms provided by the Company at the time they exercise their bumping rights, and the responsibility for administration will be with the Human Resources Department.
 - 5) Skilled employees refers to all classifications except those identified in the last group at the bottom of the Flowcharts;
(A) Kitchener
(A) Peterborough
 - 6) The recall rights described above shall only apply to those skilled employees who are actively working in the plant and those

employees laid off for less than three months.

- 7) (a) In those situations where a vacancy is not expected to last beyond five (5) days, the Company will fill such vacancies by utilizing the provisions of Art. 13.04 or 13.05 as the case may be.
- (b) Where the vacancy is expected to last beyond five (5) days, but less than thirty (30) days, the Company will temporarily recall the most senior active employee in the plant with a recall right to the vacancy. If the classification is exhausted, then the vacancy will be filled by the most senior employee in the General Production Group in that department on the shift where the vacancy exists.
- (c) Where the vacancy is expected to exceed thirty (30) calendar days, the Company will post an interim vacancy which will only be available to those employees presently in the posted job classification. This posting will be posted for a 24 hour period only. The vacancy resulting from the filling of the interim vacancy will be filled with the most senior active employee with recall rights to the affected job classification. Any further resulting vacancies may be filled at the discretion of the Company

Article 13 - Job Posting

13.01 When a permanent job vacancy is created, the Employer will post a notice of vacancy for a period of three (3) working days on the bulletin boards. All job postings posted on the bulletin board(s) by no later than 10:00 a.m. on a given working day will result in that day being considered as a full day of the posting period. The notice will specify the nature of the job, the shift, qualifications required, and the rate of pay. Seniority employees desiring consideration in the filling of the job vacancy shall signify their desire by signing the job posting, indicating their clock number and their seniority date, during the period it is posted. Where possible, all such jobs shall be awarded within five (5) working days from the date of the removal of the job posting. The employee will receive a copy of his/her application at the time submitted, initialed by the supervisor. In filling any posted vacancy under this Article the Employer will select the senior applicant provided he/she has the skill, ability and qualifications to perform the normal required work efficiently. If the job is not filled as a result of the posting because no suitable applications are received, the Employer reserves the right to hire.

Jobs shall not be considered permanently vacant when being filled as a result of sickness, accident, or authorized leave of absence anticipated or expected to last for more than thirty (30) calendar days. Such jobs will be posted as an Interim Vacancy and the provisions of this Article shall apply. Upon completion of this interim assignment, the selected employee shall return to his/her former job.

It is understood and agreed that only the vacancy resulting from the filling of the interim vacancy need be posted. Any other resulting

vacancies may be filled at the discretion of the Company. These days cannot be used toward a permanent posting.

Where **an applicant** does not receive the position **applied** for he/she shall upon request to the Human Resources Department, be notified in writing within one (1) week and be provided with a reason why **his/her** application was refused. The Employer will agree to provide an **explanation** whenever a **job posting** is cancelled. The successful **applicant** will be so notified in writing with a copy forwarded to the Union.

- 13.02 The vacancy resulting from the placing of the successful **applicant** in a position so posted will also be **posted**. Should any successful applicant be unsatisfactory, the **applicant** will be returned to his/her former job. The position for which he/she was unsuccessful may be filled without further posting, based on the original posting.
- 13.03 Any **employee** who has successfully bid under the Article shall not be entitled to bid on a **posted job** for six (6) months from the date of his/her successful bid.
- 13.04 (a) Temporary vacancies shall not be deemed to be vacant for the purpose of this Article and shall not be posted. Temporary vacancies shall be defined as vacancies of less than thirty (30) calendar days duration. In filling temporary vacancies the **Employer** will go to the classification and the line of its choosing **having due** regard to **seniority** and the employee's **ability** to perform the **work**. These days cannot be used towards a permanent posting.

This Article shall apply to temporary vacancies such as those **resulting from** vacations or Union leaves where the **employer** has sufficient notice

to enable it to **comply** with the procedure set out in this Article. **The thirty (30) calendar day** period may be extended by mutual agreement Between the Union and the Employer.

13.04 (b) During situations of production difficulties or short term work increases, the Company has the right to assign other in-plant **employees** for the necessary period **of** time to **complete** the work **or** in the alternative temporarily recall employees or hire new employees in order to ramp **up** production in a department as required during the period **of** time needed to complete the job posting process. The Union will be advised in advance of this wherever possible.

13.05 The parties agree that Article 13.04, dealing with **temporary vacancies**, has no **application to** vacancies resulting from lateness, **bereavement or** absenteeism. In these situations, the Employer may fill vacancies at its discretion so that production requirements will be met with a minimum of disruption. For **example**, the Employer **may** fill such a vacancy with a lead hand or **another** employee without regard to seniority, and such assignment may continue for the remainder of the shift.

13.06 The **temporarily** transferred employee shall be paid **his/her** normal rate **of** pay or the rate of pay **of** the **job**, whichever is **greater**, if the temporary transfer is for longer than one (1) hour in duration.

13.07 Relief Staffing Procedure

The Company agrees to provide one relief operator per twenty-five (25) people in the production worker classification in Kitchener and the Assembly Department in Peterborough with an additional relief operator being added when the number of production workers exceeds fifteen

(15) over the last unit of twenty-five (25). Additional relief operator(s) will be appointed as follows:

- 25 Production Workers = 1 Relief Operator
- 40 Production Workers = 2 Relief Operators
- 65 Production Workers = 3 Relief Operators
- 90 Production Workers = 4 Relief Operators
- 115 Production Workers = 5 Relief Operators
- 140 Production Workers = 6 Relief Operators

The main purpose of this clause is not to provide replacement **for** employees who are absent from work, but to assist with washroom relief. Should those employee(s) being relieved abuse this relief privilege, the **employer reserves the right to withdraw this relief procedure and/or administer discipline** according to the Company **rules and** regulations.

Article 14 - Bulletin Boards

14.01 The Union shall have the use of three (3) glass and locked bulletin boards in the Employer's premises in Kitchener and four (4) glass and locked bulletin boards in Peterborough for the **purpose** of posting notices relating to the Union's legitimate business. The office bulletin board in Peterborough shall be glassed in. Such notices must be approved by the Plant Manager or his/her designate prior to their being posted.

Article 15 - Leave of Absence

15.01 The Employer may **grant** a leave of absence without pay of up to **three (3) months** for legitimate personal reasons. **If** a leave of absence is granted, all unused vacation **may be applied** toward the leave of absence. The Employer shall not be required to **grant** a leave where it is unable to obtain a qualified replacement for an employee so as to ensure the continuity of its operation.

Education Leave

Upon the request of an employee with at least one (1) year of service, a leave of absence without pay and benefits may be granted for educational purposes up to a maximum of three (3) years with no accumulation of seniority.

Public Office Leave

An employee with at least one (1) year of service who is elected to a full time public office may be granted a leave of absence without compensation or benefits for up to a maximum of three (3) years. Seniority will not be accumulated during this leave of absence.

Union Leave

An employee with at least one (1) year of service who is:

- i) elected or selected to work on a full time basis for the Local Union, or
- ii) appointed, selected or elected to a full time position on the staff of a Professional Union, or
- iii) appointed, selected or elected by the Union to a full time position on the staff of the Canadian Labour Congress or to the staff of a Provincial, County, City or Regional CLC Council, or to the Ontario Federation of Labour, may at the written request of the Union receive a temporary leave of absence without pay or benefits for a period not to exceed three (3) years, or the term of the office, whichever is shorter. There shall be no accumulation of seniority during such leave.

15.02 Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980 c.137 and 8 amendments thereto. **Any female employee** who has completed the **probationary period** will, in the case of **pregnancy certified** by a qualified physician, be granted leave of absence subject to the conditions in the Act. A person having complications outside the provisions made reference to, will be paid weekly indemnity provided notification has been given by a **qualified physician**.

15.03 Personal Leave

Full-time regular employees will be granted leave of absence with **pay** at their regular straight-time rate for the **following** reasons and times:

- a) **marriage**, one day;
- b) **birth of a child** (other), one day;
- c) **change of residence** (maximum once per calendar year), one day.

One day's **pay shall be eight** (8) hours in the case of a **regular** scheduled **eight** (8) hour shift and **ten** (10) hours in the case of a regular scheduled **ten** (10) hour shift.

15.04 The Employer **shall grant** a leave of absence without pay for **employees** to attend Union functions. Such leave of absence must be requested by the Union in writing as far in advance as possible, but at least five days prior in the case of a Union conference or convention. The extent to which such leaves of absence will **be granted** in any one year or at any one time will be determined by the Employer based upon the requirements of operations. Such requests shall not be unreasonably denied.

- 15.05 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any of which it is granted. The Employer will notify the employee on whether or not the leave is granted within five (5) working days of the employee's request. The Plant Chairperson is to receive a copy.
- 15.06 After a leave of absence, an employee will be placed in his/her former classification and shift, seniority permitting. Where the employee's job has been filled on a temporary basis pursuant to Article 13.04, the employee shall be placed in his/her former job and shift.
- 15.07 The Company agrees to pay two (.02) cents per hour on a quarterly basis to the Union for the employees paid education leave fund.

Article 16 - Health & Safety

16.01 1. Principles

The policy of the Company in conjunction with C.A.W. is to do everything possible to provide a safe and healthy working environment for all employees during the hours of employment.

The Company will make every effort to comply in a timely manner with all applicable legislation pertaining to Occupational Health and Safety. All standards established under these laws must constitute the minimum acceptable practice which the parties will strive to improve upon by agreement of the members of the Joint Health, Safety and Environment Committee.

The Company and the Union jointly agree that health and safety will be the "Number 1" prior-

ity within each and every organization activity and will therefore promote measures to assure the health and safety of all employees.

2. Joint Health, Safety and

The parties agree to maintain two (2) Joint Health, Safety and Environment Committees with membership comprised as follows:

The Peterborough Committee will consist of four (4) members and the Kitchener Committee will consist of three (3) members, with the Company having an equal number of members on each Committee.

Each of the Joint Health, Safety and Environment Committees will have Co-Chairpersons, one (1) Co-Chairperson elected or appointed by the members representing workers and the other elected or appointed by the members **representing the Company**. The Peterborough Co-Chairperson shall have **six (6)** hours a day plus added time per day if required to conduct Health and Safety business and the Kitchener Co-Chairperson shall have four (4) hours a day plus time if required to conduct Health and Safety business.

The worker representatives on the Joint Health, Safety and Environment Committee will have primary responsibilities for the following:

- 1) Participate in Joint Health, Safety and Environment Committee meetings.
- 2) Follow up on items **requiring** further investigation as assigned **during** the Joint Health, Safety and Environment Committee meetings.

- 3) Conduct Plant inspections as scheduled by the Joint Health, Safety and Environment Committee.
- 4) Accompany government Health & Safety inspectors during investigations of the workplace.
- 5) **Participate** in the training and education of
WHMIS
Hot Weather Plan
Confined Space Hazards
Lockout Procedures
Contractor Safety Requirements
Dress Code
Personal Protective Equipment
- 6) Assist in the preparation and organization of required training materials and **sup**plies.
- 7) **Participate** or perform air sampling within the Work Environment as required as a result of a concern or as le islated by the Occupational Health & Safety Act or as deemed necessary by the Company.
- 8) Obtain information as **required** from the CCOHS information system and train other members of the Joint Health, Safety and Environment Committee in its use.
- 9) **Participate** in the successful implementation of the Modified **Work** Program.
- 10) Participate in or perform noise level readings as required as a result of a concern or by legislation or as deemed necessary by the Company.
- 11) Where data has been collected by the

Worker Health & Safety Co-Chairperson, or a worker member of the Committee, during the performance of the aforementioned duties, on a **regularly** schedule basis, copies of **all** information will be made available to the Company.

When an unsafe practice is alleged, the Co-Chairperson if available, **or** if absent, any Union member of the Joint Health, Safety and Environment Committee shall be informed **promptly** by the Supervisor of his/her findings and actions intended. If there is a disagreement as to the problem **or** action taken, the Co-Chairperson if available, or if absent, any Union member of the Joint Health, Safety and Environment Committee shall have the right to investigate the problem and failing settlement, may lodge a grievance.

In addition **to** the duties given to the Joint Health, Safety and Environment Committees under applicable occupational health and safety legislation, the Committees will:

- a) Promote compliance with pertinent legislation;
- b) Designate one (1) member of each Committee who represents **workers** and one (1) member **of** each Committee who represents the Company to tour the facility to **inspect** the physical condition of the **workplace once per month** as scheduled by each Health and Safety Committee;
- c) Designate one (1) member **of** each Committee who represents workers and one (1) member of each Committee who represents the Company to accompany government health and safety inspectors and National Union Health and Safety

Representatives on plant inspection tours. The Plant Chairperson may **also** accompany the inspector and/or National Union Representatives on such tours;

- d) Meet on a regular basis, not less than once a month, *to* review health and safety matters and to make recommendations to the Company regarding same;
- e) Review and analyze all problems posed by physical agents, including heat stress, cold stress, noise, vibration, ionizing radiation, laser, radio frequency/microwave radiation, airborne supersonic and ultrasonic acoustic radiation.

A Master Joint Health, Safety and Environment Committee consisting of the two (2) Co-Chairpersons from each of the Joint Health, Safety and Environment Committees and National Union Health and Safety Representatives will meet four (4) times per year to discuss matters of common concern regarding health and safety issues. All wages lost are to be paid for by the Company.

3. Certified Members

There will be two members of the Joint Health, Safety and Environment Committee trained and certified by the Workplace Health and Safety Agency as specified under the Occupational Health & Safety Act, one (1) representing workers and one (1) representing the Company. The Union will designate "the Worker Certified Member to be entitled to exercise the rights and duties of a Certified Member. The Company will designate the Employer Certified Member to be entitled to exercise the rights and duties of the Certified

Member. Where the Company has provided instruction for an **employee** or **employees** the Union will designate the **Worker Certified Member** from existing trained workers.

4. No Disciplinary Action

No employee will be disciplined because the employee has acted in compliance with the Occupational Health and **Safety Act** as it is now written or hereafter amended.

5. Education and Training

- a) Once each calendar **year** any new members of the Joint Health, Safety and Environment Committees will be provided with forty (40) **hours** training (OFL Level 1).
- b) The Committee has structured a **training** program for all employees on health and safety. The Company will provide each new hire with a minimum of sixteen (16) hours of Chemical Hazard Training which would include WHMIS. The above mentioned Chemical Hazard Training **shall be** delivered jointly per class by Company and Union Instructors. New instructors will be trained as a result of attrition, but **only if** required. These new instructors **shall** attend the CAW Instructor Training course which will include Level I and **two** (2) week Instructor Training, paid for by the Company. The Company will provide an annual WHMIS update for all employees consisting of three (3) hours of class room instruction.

- c) A schedule will be set up following elections for the Joint Health, Safety and Environment Committee in Kitchener in March of 1994 to provide the training required pursuant to this Article 16.

6. Accident and Incident Investigations

- a) The Committee will designate one (1) member of each Committee who represents workers and one (1) member of each Committee who represents the Company to investigate any accident where a worker is **killed** or critically injured at work. In the case of any other accident involving personal injury resulting in lost time or any other major accident which does not result in lost time but indicates a high potential for such, one (1) member of each Committee who represents workers shall be entitled to participate in any investigation and receive a copy of the Accident and Investigation Report.
- b) Pebra will implement a Health, Safety and Environment Concern **Form** Policy to improve the follow-up process of safety issues which have been brought to the attention of an employee's supervisor. This procedure will be utilized to address safety concerns as they arise before they result in personal injury to an employee or in a work refusal. The intent of this agreement does not supersede any worker's **rights** as outlined under the Occupational Health & Safety Act. This policy is intended only as a communication and follow-up system to make the Company aware of safety issues and allow appropriate time for corrective action.

The Health, Safety and Environmental Concerns Form Policy will operate within the following guidelines;

1. The form will be completed by the Supervisor when made aware of a problem.
2. The Supervisor will retain a copy of the complaint form and supply a copy to the department Superintendent/Plant Manager and the original will be supplied to the employee.
3. The department Superintendent/Plant Manager will retain a copy and an additional copy will be forwarded to the Company Health and Safety representative and the Union Health & Safety Co-Chairperson.
4. However, the department Superintendent/Plant Manager will remain responsible for resolving the safety concern. A photocopy of the concern form should be attached to any maintenance work request generated as a result of the necessary corrective action in order to establish priority for that work.

The department Superintendent/Plant Manager will have two working days to respond with a resolution to the concern. Once the follow-up has been completed, the remainder of the information will be added to the form and a photocopy sent to the Company Health & Safety representative and the Union Health & Safety Co-Chairperson.

5. The Company Health & Safety representative, together with the Union Health & Safety Co-Chairperson, will log and track

all concern forms. The department Superintendent/Plant Manager will have ten (10) working days to complete all necessary corrective action. If an incomplete form is dated ten (10) working days past the date of origin, a photocopy will be sent to the department Manager/Plant Manager. All concern forms dated fifteen (15) working days beyond the date of origin will be copied and forwarded to the General Manager and the Human Resources Manager.

7. Disclosure of Information

When measures or samples of the work environment are being taken, the Joint Health, Safety and Environment Committee Union Co-Chairperson shall have the right to participate in and observe the measurements or samplings.

8. Monitoring

The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric and lung function examinations at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. The Company shall pay the lost wages for the above mentioned medical services for each employee. Also to provide the specific tests required for employees in jobs with special physical requirements.

9. Access to the Workplace

National Union Health and Safety Staff shall have access to the workplace.

10. National Minute of Silence

Each year on April 28 at 11:00 a.m., one minute of silence will be observed in memory of those persons who have died in industrial accidents.

11. Ventilation

The company assures the Union it will give priority to ventilation on new and relocated equipment where the ventilation is required to protect the health of employees.

12. Noise Abatement Program

The Company will make an on-going effort to address noise concerns where levels are above the legislated levels, particularly with the introduction of new equipment, machinery and technology as part of plant modernization and new facility installations. The Health, Safety and Environment Committee will identify and prioritize noise areas, monitor noise abatement across the plants, including sound survey results, and make appropriate recommendations. Further, audiometric tests will be conducted annually for those employees whose average noise exposure exceeds 90 decibels (dBA). Permanent records of audiometric tests and sound survey results will be maintained at the plants. Management of the plants will be instructed to review annually with the Health, Safety and Environment Committee, in sufficient detail, the noise abatement programs currently in effect and those it is planning to undertake. This information will be

supplied in writing to the Health, Safety and Environment Committee with the understanding the Health, Safety and Environment committee will have ample opportunity to discuss the noise abatement program with Management and make recommendations designed to improve upon it.

13. Hot-Weather Plan

The members of Joint Health, Safety and Environment Committee of Pebra Inc. have prepared a hot-weather plan to ensure that workers are protected from excessive heat exposure.

This will be a two-(2)-stage plan as follows:

Stage 1 -

- **This** will be implemented by department when the temperature in hottest working area reaches a minimum of 87 degrees Fahrenheit.
- Pebra Inc. will provide "freezies" at lunch/scheduled breaks for consumption in either cafeteria or picnic areas only.

Stage 2 -

- **This will** be implemented when the thermostat indicates a reading of 93.2 degrees Fahrenheit. **This stage will** be implemented by departments as follows:

- 1) R-RIM
- 2) Paint
- 3) Assembly
- 4) Injection Moulding

All employees in the applicable areas shall work a maximum of sixty (60) minutes from the start of shifts and the end of lunches and breaks, and then be provided a fifteen-(15)-

minute break in lieu of their regular scheduled breaks. This procedure will continue so long as the reading remains 93.2 degrees Fahrenheit or above. Once the reading drops below 93.2 degrees Fahrenheit, employees will return to their regular scheduled breaks.

If employees have worked from the start of their full shift at temperatures above 93.2 degrees and the temperature does not drop below 91.2 degrees before the end of the shift, then the relief break scheduled will continue to the end of the shift.

14. Ergonomics

The-Company assures the Union it is committed to efforts, where feasible, to improve the interface of employees within the workplace. Accordingly, each General Manager will designate a member of their engineering group or another qualified member of supervision who shall have ergonomics as his/her priority as well as sufficient training so that appropriate advice may be obtained by the Committee from within the plant. The Joint Health, Safety and Environment Committee may address ergonomic concerns on a continuing basis with this designated individual. Where an ergonomic concern is beyond the scope of the Committee and this designated individual, the Company will endeavour to secure the services of an appropriate outside professional to assist the Committee and the designated individual.

15. Protective Clothing and Equipment

Protective devices and other equipment deemed necessary on the recommendation of the Joint Health, Safety and Environment Committee to protect employees from disease and injury will be supplied by the

Company, with the only exceptions being that the Company will subsidize the purchase of safety shoes.

16. Lockout and Tagout Program

The parties will maintain the lockout/tagout procedure which was developed by the Joint, Health, Safety Environment Committee in Peterborough. Additionally, any employee who may be at risk because they are required to provide repair or maintenance on machinery, equipment or systems where lockout is required, shall receive lockout/tagout training. There shall be an effective lockout/tagout procedure between shifts which will be reemphasized immediately with management

17. Working Alone/Confined Space Entry

When such assignments involve work situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, communications systems, personal surveillance arrangement, proper safety instructions, confirmed space entry training and as required, adequate support personnel. The Health, Safety and Environment Committee may review the work activities in the plant to determine those specific work activities they consider hazardous for working alone and may make recommendations to the Management for implementation.

18. Employees Injured on Job

Employees injured on the job will be treated as per the provisions of the Act.

- a) If an employee is injured on the job, he will

be paid his regular hourly rate for the balance of the first shift on which he has been sent home or to a hospital or doctor by the medical staff of the Employer because of such injury. This shall also apply for time that an employee requires to be treated by the Employer's medical staff.

- b) If any employee is injured in the plant and the Employer wishes to place him/her on a job within his capabilities, the employee shall be paid his regular hourly rate or the rate of the job, whichever is the greater.
- c) Employees returning from Workers' Compensation, while still partially disabled, shall be paid the rate of the job.
- d) If an employee is injured on the job, if required, the Employer will supply and pay for transportation to the hospital or doctor's office and then back to the plant or the employee's home.

19. New Occupational Health and Wellness Program

As the Union is aware, the Company has been exploring the introduction of such a program. Both parties in Peterborough appear to be in support of such a program. At this time, the Company does not have sufficient information from the providers to determine whether to go forward. However, the parties agreed to institute such a program on a six (6) month trial basis when and if the feasibility of the program has been determined.

20. New Emergency Response Team

a) Purpose:

With the establishment of the Emergency Response Team (ERT) Pebra Inc. is committed to effectively and safely respond to any spill that can threaten the safety of its employees. The Emergency Response Team will handle such situations as specified below.

The following call-in procedure for spills will apply;

b) Procedure for Spills

If/when there is a spill of unidentified liquid material, the following procedure will be adhered to:

- A determination will be made that the spilled liquid cannot be identified.
- A determination will be made by the security person or the supervisor in charge of the scene, as the case may be, that a member of the Emergency Response Team is required.
- A determination will be made whether there is an Emergency Response Team member in the facility.
- Security Personnel/Designated Pebra Personnel will be responsible for calling in a member of the Emergency Response Team, if necessary.
- Upon arrival, the Emergency Response Team Member will determine if the spilled liquid is/is not hazardous.

- If determined as a hazardous liquid, additional Emergency Response Team Members will be called in, as required, by the Member at the scene of the spill.
- If determined as a non-hazardous liquid, the called-in Emergency Response Team Member will assist the appropriate personnel with the spill clean-up.
- The Emergency Response Team Members will be called-in on a rotating basis according to the list supplied by the Team Captain.
- Documentation of all communication will be retained at the main guard house (Peterborough) and in the Human Resources Department (Kitchener). It will be forwarded to the Human Resources Department on a weekly basis.
- The Emergency Response Team will submit a written report to the Emergency Response Team Captain for every call-in. It will be distributed to the Health & Safety Manager/Supervisor and the Union Health & Safety Co-Chairperson.
- All overtime hours worked must be reported by the ERT Team Member to their respective Supervisor on the next regular working day, and the ERT Team Member will be charged the appropriate hours pursuant to Article 20 of the collective agreement.

c) Staffing

i) ERT Staff Requirements
(Peterborough Only)

The plant Emergency Response Team will consist of up to ten (10) members, including the Team Captain, and will be staffed in the following manner:

<u>Day Shift</u>	- three (3) members
<u>Afternoon Shift</u>	- two (2) members
<u>Midnight Shift</u>	- two (2) members

Maintenance Department - Two (2) additional members from the Maintenance Department will be placed on the team who will work on a rotating shift basis for all three (3) shifts.

This constitutes a total ERT Membership of ten (10) employee members which the Company will attempt to maintain, depending upon employee member interest and plant operations.

When a 2nd eight (8) hour shift is established in the Paint Department for a period of **eight** (8) weeks duration or longer, one (1) additional ERT member position will be established.

ii) ERT Staff Requirements (Kitchener Only)

Day Shift - three (3) members

Should a second or third shift be established for eight (8) weeks duration or longer, **additional** ERT position(s) will be established.

iii) ERT Member Selection Process

In staffing vacant ERT member positions the following steps will be followed in sequence;

Any vacant ERT position(s) will be posted in the plant for all employees interested. Only those plant employees who presently work permanently on the shift where the vacancy exists will be eligible to apply. All applications will be vetted in such a way so as to not show the name of the applicant, but only will show qualifications for the position and their Company seniority date. The vacant position will then be awarded to a person with the highest qualifications. Where qualifications are approximately equal, Company seniority will be the determining factor. The final selection of the successful applicant will be made by mutual agreement of the Joint Health, Safety and Environment Committee Co-Chairpersons.

The selected applicants identified in above will receive appropriate training during the initial three (3) months they are on the ERT before being declared a fully qualified ERT member. Basic training requirements will be identified and training provided. In order to successfully complete their training period, the selected applicant will also be required to regularly attend ERT meetings, successfully complete all scheduled basic training and actively participate in emergency response situations as required.

All Emergency Response Team members will be required to successfully complete the following basic training courses;

- (i) Valid certification in Cardio Pulmonary Resuscitation and First Aid.
- (ii) Self Contained Breathing Apparatus Training.

iv) Team Captain

An Emergency Response Team Captain position will be appointed by the Company on the recommendation of the complete Team membership. In those situations where the Team does not make a recommendation, the Company will staff the Team Captain position in consultation with the Joint Health, Safety and Environment Committee.

The duties of the Team Captain will include the following;

- Ensure ERT duties and responsibilities are assigned and completed by the team members.
- Ensure that ERT supplies and emergency equipment are maintained in proper functioning order.
- Recommend training for fellow team members to the Company health and safety representative and the Union Co-Chairperson.
- Ensure that the documentation of all accidents/incidents responded to by the ERT is completed.
- Make recommendations to the Company pertaining to ERT concerns.
- Complete various tasks as assigned by the Company.

- To assist the Company Health and Safety representative and the Union Co-Chairperson in setting the agenda for bi-weekly meetings.

v) Duties of ERT Team Members

Duties of the Team members include the following;

- Attend and participate in ERT Meetings on a regular basis.
- Participate in training programs to improve ERT capabilities.
- Complete tasks as assigned by the Team Captain.
- To assist in resolving emergency situations and spill & clean up procedures.

vi) Lay-Off/Resignation of ERT Members

If ERT member(s) are laid off their particular shift or voluntarily accept a job posting on another shift or change shifts on a permanent basis, they will forfeit their status as an ERT member. However, former ERT members will be eligible to apply pursuant to Article 20(c)(iii) above, to the ERT, if a vacancy occurs on their shift as specified above.

Any ERT member who voluntarily resigns without a satisfactory reason or who fails to successfully complete his/her ERT training period will not be eligible for consideration for re-appointment.

- vii) Rates of Pay
The Emergency Response Team members shall receive **50¢ per** hour more over and above their regular rate of pay for all hours worked.
- viii) Personal Equipment/Clothing
The Company will purchase personal protective equipment/clothing for all members which will remain the property of the Company and will be stored in the Emergency Response Team room/wagon. Such equipment may only be purchased on the joint recommendation of the Company Health and Safety representative, the Union Co-Chairperson and the Team Captain. Each ERT member will be responsible for his/her own equipment/ clothing.
- ix) Supplies
Supplies required will be ordered as requested by the Team Captain in consultation with the Company Health and Safety representative. An inventory list of supplies on hand will be maintained at all times by the Team Captain.

x) Meetings/Attendance

Team meetings will be held on a bi-weekly basis. The meeting starting times will rotate from the start of the day shift to the start of the afternoon shift. The scheduled meeting(s) will be approximately one (1) hour in length. ERT members attending from other shifts will be paid the applicable overtime rate if this meeting time would place them in excess of their eight (8) hour working day. In order to ensure that active participation in the Emergency Response Team is maintained, the following ERT attendance policy will be implemented;

If any member of the Team is:

(i) Absent for two (2) consecutive regularly scheduled meetings;

or

(ii) Absent for three (3) regularly scheduled meetings in a calendar year;

or

(iii) Late and/or leaves early three (3) meetings in a calendar year.

or

(iv) Fails to report on an emergency on two (2) occasions when contacted and requested to do so in a calendar year.

If any one of these four (4) situations occur then the ERT member will be removed from the Emergency Response Team unless a satisfactory reason can be provided. The final decision on the removal of ERT members for excessive absenteeism will be at the discretion of the Company. Such persons will be ineligible for reappointment to the ERT.

The purpose of the meeting(s) will be to upgrade the knowledge of each member and research areas of improvement and make application to the Company for financial support as required.

21. Modified Work Program

Policy Statement

It is the policy of Pebra Inc. to make every reasonable effort to provide suitable alternative employment to any employee who is unable to perform his/her normal duties as a result of a work related injury. A variety of temporary work duties will be made available to absorb employees who cannot perform the basic duties of their former position as a result of a work-related injury. The alternate work tasks will be modified to suit the individual employee if that is necessary. All employees are requested to cooperate fully in meeting this policy.

Pebra Inc. is committed to complying with all current legislative requirements concerning the health and safety of its employees, contractors, customers, and the general public.

Central to this commitment is the ongoing education and training of its employees and a continuing management, labour/contractor dialogue.

The Program

For the benefit of our employees, and in continued compliance with current safety legislation, Pebra Inc. has established a modified work program, and in conjunction with this, a Joint Modified Work Committee has been set up. Each position, chosen in discussion

with the Joint Modified Work Committee, is designed to be used as an interim step (where needed) to **help** our injured **employ-**ees return to their **regular** duties as **quickly as possible**.

The Modified Work Program ensures that all **tasks** performed are:

1. Non-aggravating to the worker's injury; and
2. Will not constitute an additional hazard to the employee or to the fellow co-workers;
3. Meaningful.

Modified work positions will be chosen on the basis of the nature and **adaptability of the employees** restriction status. Hours of work will be determined as per restrictions provided by W.C.B. and/or the employee's attending physician.

Modified work is defined as any job, tasks, function, or combination thereof that a worker who temporarily suffers from a diminished capacity may perform safely without risk of re-injury, **aggravation of that disability** or risk to others. **The work must be meaningful** and the result of the work must have value.

The **Company agrees** to consult with the Joint Modified Work Committee in all circumstances related to each individual modified work **placement prior to implementation**. The Joint Modified Work Committee members will be notified of each individual placement **by means of the W.C.B. Placement document form**. Any exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to in writing by **the parties**.

Any additional medical costs other than those costs covered by OHIP, W.C.B. or any contracted group insurance, which are related to this program and are recommended by the Joint Modified Work Committee will be taken under consideration by management for payment on a case to case basis. The Company reserves the right to request additional medical information regarding a program participant's medical progress.

Purpose:

The purpose of the Modified Workplace Program is to provide a strategy which gives structure and organization to the activity of returning injured workers to the workplace as soon as possible after the accident. It is a Company-wide plan that recognizes the employer's responsibility and participation in the effective rehabilitation of its employees.

Pebra Inc. continues to dedicate itself to safety and the improvement of its workplace. A policy statement has been created to this effect, and forms part of this program.

Qualifications for Modified Work Duties

- Must be an employee of Pebra Inc.
- Must have sustained an injury in the course of his/her employment which, as determined by a recognized health practitioner, prevents continued performance of the basic duties of their position.
- Modified work duties will generally be assigned as they become available, to the next employee who both requires and possesses the ability to perform the modified duty.

- Employees who receive modified work duties are expected, as a pre-requisite to retaining the position, to make a concerted effort to perform the duties to the best of their abilities. Employees who are experiencing difficulty with their assigned modified work position will notify their immediate supervisor and will meet with the Joint Modified Work Committee to review this assignment.

Benefits

There are benefits for both the worker and the employer with a Modified Workplace Program.

For the Worker

Injured workers benefit because Modified Work Programs allow them to return to the workforce as quickly as possible, thereby:

1. Encouraging speedier rehabilitation.
2. Helping to maintain contact with their co-workers.
3. Reducing the sense of estrangement.
4. Reducing the time needed for the rehabilitated worker to return to full work capacity.
5. Helping them maintain their identity and self respect.

For the Employer

Employers benefit because Modified Work Programs return skilled workers to the job as quickly as possible after an accident, thereby:

1. Maintained high productivity levels through the use of already trained workers.
2. Eliminating the non-recoverable costs of training new workers.

3. Reducing the costs involved in hiring and training replacement workers.
4. Reducing the cost of WCB claims.

Duration of Modified Work Duties

- Each modified work duty is temporary work.
- The Joint Modified Work Committee recognizes the fact that some modified job assignments may be extended for longer periods of time.
- Each duty is assigned and retained on the seriousness of the injury case itself.
- All modified work duty jobs will be reviewed every two (2) weeks and extended at two (2) week (or less) intervals, maximum of eight (8) weeks. In all cases, each modified duty program will be reviewed and established eight (8) weeks after it begins.
- Employees presently on light duties/restricted work activities will be re-evaluated once the program is declared in place. Subsequently, they will be re-evaluated by the Joint Modified Work Committee on an eight (8) week basis as established above.

Management of Modified Work Duties Program

It is the responsibility of the Joint Modified Work Committee to review, extend or terminate each of the program duties. The Joint Modified Work Committee will consist of equal representation from management and the Union. There **will** be a maximum of six (6) members.

In Peterborough-

C.A.W. Plant Chairperson

- C.A.W. Health and Safety Co-Chairperson
- Union person from the J.H.S.C. and
- Three (3) management representatives

There will be a maximum of six (6) members

In Kitchener

- C.A.W. Plant Chairperson
 - C.A.W. Health and Safety co-Chairperson
 - Union person from J.H.S.C.
- and
- Three (3) management representative

Job placement in this program at both locations will be the responsibility of the C.A.W. Plant Chairperson, the C.A.W. Plant Health and Safety Co-Chairperson and two (2) members of management.

The Supervisor will monitor the employees as they are assigned to the modified duties, recording progress on a daily basis. The reports will be made available to the Joint Modified Work Committee upon request.

In the event that the injured **employee** may not be able to perform at full work **capacities** when returning to the workplace **under** this **program**, the selected jobs are designed to be **modified** to fit the **employee's** current restrictions. The eight (8) week program, however, should be viewed as a progressive series of stepping stones leading to the resumption of the pre-injury job or similar work. There may be exceptions to this process of employees returning to full duties.

Where necessary, the Joint Modified Work Committee will create a program whereby the injured **employee would** start slowly and take on additional duties as time and **physical** tolerance progress. The program should be displayed on the following sheet.

Employees are expected to extend their best efforts in **the** performance of modified duties with the goal of returning to their pre-injury job or other permanent employment.

Weekly Modified Work Duty Assignments

Duties assigned will alter during the course of the eight week Modified Work Program. Additional duties will be assigned at rate of progress.

Week 1: Duties Assigned:

Week 2: Duties Assigned:

Week 3: Duties Assigned:

Week 4: Duties Assigned:

Week 5: Duties Assigned:

Week 6: Duties Assigned:

Week 7: Duties Assigned:

Week 8: Duties Assigned:

Modified Work Program

Week: __

Name:

Clock No.:

Dept.:

Claim #:

Caseworker:

Injury/Restrictions:

Comments

Date:

Supervisor:

Line:

Job Performed:

Employee:

Supervisor:

Date:

supervisor:

Line:

Job Performed:

Employee:

Supervisor:

Date:

Supervisor:

Line:

Job Performed:

Employee:

Supervisor:

Date:

Supervisor:

Line:

Job Performed:

Employee:

Supervisor:

Date:

Supervisor:

Line:

Job Performed:

Employee:

Supervisor:

Date:

To the Attending Physician:

Re: **Employee Name**
Date of Injury

Pebra Inc. has established a series of modified work **positions** which are **used** to accommodate those **of** our employees who have **been** injured and **are** recuperating.

With your co-operation in establishing the **Employee's** present physical abilities, we will endeavour to **offer** work which is consistent with his/her current **needs**. We have enclosed a **brief** check sheet.

Your co-operation in this matter is greatly appreciated.

Yours sincerely,
PEBRA INC.

EMPLOYEE PERFORMANCE LIMITATIONS

Activity

No Limitations

**Details of Restrictions
(Max. 1 month)**

Review Period

Standing

Sitting

Walking

Bending

Twisting

Lifting

Other

NOTE TO DOCTOR FROM INJURED EMPLOYEE

Please co-operate with my employer by the releasing of relevant information concerning my injury of (date)

Signature of Employee

Date

Please Bill Pebra Inc. Directly for Services.

Pebra Inc. in co-operation with CAW locals 1524 and 1987 has developed and documented a modified duties policy and program. The program was developed, in part, because of current regulatory requirements (Bill 162 - Amendment to the Workers' Compensation Act). The program works towards the re-integration of our workplace injured employees back to work through the use of selected jobs which possess work components which may be performed by injured employees. In addition, each job or component may be somewhat modified to further accommodate the injured employee.

We would like to proceed, with your support, and of the program. We therefore, request that you join us in joint support of the program and ask that you signify your agreement by co-signing this page of the program with us.

FOR THE COMPANY

Bob Brownlee

Klaus Buhles

Arvi Hinrinkus

Jack Meagher

FOR THE UNION

L.J. Moses

Louise Lobb

Linda Staples

Branka Briski

Marguerite Cowan

22. Workers' Compensation

The Company agrees to provide a copy of all form 7's to the Union Health and Safety Co-Chairperson.

23. The CCOHS Information System

The Company will maintain its arrangement with the Canadian Centre for Occupational Health and Safety to transmit information to the plant. When the information becomes accessible to the Joint Health, Safety and Environment Committee, training will be provided to operate the Pebra Information System.

24. Prescription and Safety Glasses

The Company agrees to pay a one hundred percent coverage for prescription safety glasses that are CSA approved and replaced when broken.

25. Safety Shoes

The Company agrees to supply safety shoes to **employees** in the amount of eighty (\$80.00) dollars during each year of this collective agreement. Additional shoes or boots will be **supplied** at the discretion of the Joint Health, Safety and Environment Committee.

Article 17 - Vacations

17.01 An employee who on the 30th day of June in each year has:

- a) completed less than one year of continuous service with **the Employer shall** receive one day's vacation per complete month of employment to a maximum of **two weeks'** vacation with pay equal to four per cent of the employee's total earnings in the previous year;

- b) completed one year or more of continuous service but less than five years of continuous service with the Employer shall receive two weeks' vacation with pay equal to four percent of the amount of the employee's total earnings in the previous year;
- c) completed five years or more of continuous service but less than ten years of continuous service with the Employer shall receive three weeks' vacation with pay equal to six percent of the amount of the employee's total earnings in the previous year;
- d) completed ten years or more of continuous service with the Employer shall receive four weeks vacation with pay equal to eight percent of the amount of the employee's total earnings in the previous year.
- e) completed 15 years or more of continuous service with the employer shall receive 5 weeks vacation with pay equal to 10% of the amount of the employees total earnings of the previous year.
- f) in any anniversary year, an employee will begin to accrue vacation pay at the new vacation pay level from January 1st of that vacation year.

VACATION PAY EXAMPLES: • All employees with a hire date on or before June 30, 1989, are entitled to 6 percent and will have their vacation percentage switched to 6 percent effective July 1, 1993.

All employees with a hire date on July 1, 1989 to December 31, 1989, will accrue vacation pay at 4 percent until January 1, 1994 and at 6 percent after January 1, 1994 until June 30, 1994. Their accrued vacation pay will be a combination of these two amounts for the vacation year running from July 1, 1994 to June 30, 1995.

17.02 The term "total earnings" does not include the previous year's vacation pay.

17.03 Vacations must be completed by May 30th of the following year.

17.04 a) Because of the impact of scheduling vacation on plant operations, employees with more than two (2) weeks vacation must arrange with management for a mutually satisfactory time for taking vacation time in excess of two (2) weeks. The Company reserves the right to declare a summer vacation shutdown period of time not to exceed two (2) weeks retaining at such time certain employees whose services may be required. During any such period of shutdown, an employee who is otherwise entitled to vacation shall be deemed to be on vacation. Those employees requested to work through the vacation shutdown period will be given the opportunity to re-schedule their vacation at a mutually agreed upon time prior to May 30th of the following year.

b) Employee(s) who are entitled to more than two (2) weeks vacation will be entitled to take their entitlement in excess of these two (2) weeks in increments of one (1) week or less, subject to the following conditions:

(1) The Company must receive at least one (1) week advanced notice in the form of a written request.

(2) Employee(s) who request such additional vacation time in blocks of at least five (5) days will receive their vacation pay for the time request in advance assuming sufficient vacation pay has been accrued.

- (3) Employee(s) may also request such additional vacation time in increments of less than five (5) days and will receive their vacation pay for the time requested but only up to a maximum of five (5) days. Employees on a four (4) day shift schedule may request such additional vacation time in increments in less than four (4) days and will receive their vacation pay for the time requested, but only up to a maximum of four (4) days. In both of these cases, vacation pay will be paid in the following pay period, assuming sufficient vacation pay has been accrued.
- (4) All such requests in (2) and (3) above will be taken at a time that is mutually agreeable to the Company and the employee.
- (5) Whether or not there is a vacation shutdown, the Company reserves the right to spread up to two (2) weeks vacation over the vacation season.

17.05 When an employee has worked sufficient time to draw vacation pay and dies, the surviving spouse, children or estate shall be entitled to his vacation pay.

17.06 The Employer will notify employees of the summer vacation shutdown no later than April 30th. Employees who are entitled to vacation in excess of the shutdown period will have their requests answered within ten (10) working days for that additional vacation.

17.07 Employees will receive their accrued vacation pay at the time they take their vacation.

Article 18 - Paid Holiday

18.01 The following shall be recognized as paid holidays and will be paid for on the basis of the employee's regular rate of pay multiplied by eight (8) hours in the case of a regular scheduled eight (8) hour shift ~~or~~ by ten (10) hours in the case of a regular scheduled ten (10) hour shift.

Good Friday Civic Holiday Victoria Day
Labour day Thanksgiving Day. Canada Day

Schedule for Christmas shutdown agreed as follows;

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Dec. 24	Dec. 26	Dec. 25
Dec. 27	Dec. 27	Dec. 26
Dec. 28	Dec. 28	Dec. 27
Dec. 29	Dec. 29	Dec. 28
Dec. 30	Dec. 30	Dec. 29
Dec. 31	Jan. 2/95	Jan. 1/96
Jan. 3/94		

18.02 If the holiday falls on a Saturday, it will be observed on the previous Friday. If the holiday falls on a Sunday, it will be observed on the following Monday, or any other day that is mutually agreed upon. If the holiday falls on a Friday it will be observed on Thursday for the ten (10) hour afternoon shift.

18.03 An employee will be paid for a holiday provided he/she,
a) works his/her last scheduled shift on the working day which immediately precedes and his/her first scheduled shift on the working day which immediately follows such holiday unless the absence is due to a satisfactory reason or unless the employee

has been laid off within thirty (30) days prior to the holiday.

- b) If any employee is on the active payroll and is on sick leave, Workers' Compensation, or approved leave of absence the employer agrees to pay the difference in pay from what the employee is receiving if his/her benefits are lower than the paid holiday amount.

18.04 If an employee works on any of the said holiday days, he/she shall be paid for all hours worked on the holiday at two (2) times his/her straight time hourly rate of pay in addition to his/her holiday pay as herein provided for.

18.05 If any of the above holidays fall or are observed during an employee's vacation, he/she shall be entitled to an extra day's vacation with pay.

Article 19 - Hours of Work

19.01 The regular work week shall consist of 40 hours as scheduled by the Company.

For a one or two shift operation:

Start	stop	Hours
5:00 a.m.	1:30 p.m.	8
6:00 a.m.	2:30 p.m.	8
6:30 a.m.	3:00 p.m.	8
7:00 a.m.	3:30 p.m.	8
8:00 a.m.	4:30 p.m.	8
9:00 a.m.	5:30 p.m.	8
3:25 p.m.	11:55 p.m.	8
3:25 p.m.	1:55 a.m.	10

For a three shift operation:

Start	stop	Hours
7:00 a.m.	3:00 p.m.	8
3:00 p.m.	11:00 p.m.	8
11:00 p.m.	7:00 a.m.	8

19.02(a) For a one shift and two shift operation the following conditions will apply. Two (2) fifteen (15) minute paid break periods, one before lunch and *one after lunch*. The unpaid lunch period is 1/2 hour.

(b) For a three shift operation the following conditions will apply. A paid lunch period of twenty (20) minutes and two paid fifteen (15) minute break periods, one before lunch and one after lunch will be provided. The wash-up period of five (5) minutes at the **end of the shift** is withdrawn to enable an orderly transfer of production operations from the outgoing shift to the incoming. To ensure this occurs, the outgoing employee will continue working until relieved **by** the incoming operator.

19.03 **A** ten (10) minute rest period shall be provided at the end of **regular working** hours for any employee scheduled to work two (2) hours overtime. **An** additional ten (10) minutes rest **period** shall be provided at the end of two (2) hours overtime for any employee scheduled to work four (4) hours overtime.

19.04 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of work for regularly assigned hours, or for any hours per day or per week, or of days of work per week.

19.05 a) Starting and quitting **times may be altered** by the **Employer** after meaningful discussion with the Union.

b) It is the duty of each employee to report for his/her regular shift unless he/she previously arranged with his/her supervisor to be absent. If unavoiably **prevented** from reporting to work, the employee must give notice to the Company by calling the Company's twenty-four (24) hour **telephone** answering service (705) 742-9733 (Peterborough location only) and (519) 895-0290 Kitchener location only) as far as practical in advance of their scheduled starting time and except in cases of **emergency**, the employee is expected to call in no later than one (1) hour before their scheduled starting time, unless it not reasonably practical.

19.06 **All** employees shall be granted a five (5) minute wash-**up** **peri**od at the end of their shift, excluding the 3-shift operation. The employees involved in an isocyanate-medical-surveillance program will be given fifteen (15) minutes to **have a shower** at the end of their shift. This privilege will only be granted to those who use the shower facilities. Employees who decide

not to use these facilities will be given the normal five (5) minute wash-up time.

- 19.07 **A Shift Preference** vacancy will be posted only in those situations where there is a sufficient number of employees in a particular job classification but an insufficient number of employees in that particular job classification on a desired shift. **All shift preferences will be posted and will be open to all employees in the particular job classification for which shift re-alignment is required.** Shift preference postings will be **given** by seniority provided that the **Employer** maintains the right to operate shifts with a qualified work force.

Article 20 - Overtime

- 20.01 Overtime will be paid at time and one-half the employee's straight-time hourly rate and shall **be paid** for all hours worked which are beyond **eight (8) hours** in the case of a regular scheduled eight (8) hour shift or beyond **ten (10) hours** in the case of a regular scheduled ten (10) hour shift. Saturday overtime will **be paid** at time and one-half the employee's straight time hourly rate.
- 20.02 Two (2) times an **employee's** straight-time hourly rate shall **be paid** for all hours worked on a **Sunday and paid holidays**.

20.03 Overtime payments shall not **be paid** more than once for any hour worked.

20.04 a) **As far as reasonably practical overtime will be equitably distributed as near as possible on a yearly basis amongst those employees who normally perform the work to be done in the classification where the overtime occurs.**

Overtime Required Outside the Normal Work Week.

If the Company is unable to get sufficient employees amongst those who normally perform the work, the overtime will be first offered to employees in the same job classification with the least number of hours of overtime worked who are qualified to perform the work. Secondly, if additional employees are required then the most junior employee(s) will be required to perform the work.

Overtime Required During the Normal Work Week

Employee(s) in the job classification who normally perform the work will be given the first opportunity to work. If they refuse the overtime, then those employees who have the ability to perform the normal requirements of the job and are on the same shift will be given the opportunity to work. If these employee(s) refuse the work then the most junior employee(s) on the same shift who normally performed the work will be required to do the work.

20.04 (b) Employee will be charged for overtime hours worked and hours of work refused on overtime opportunities as follows;

i) Refusal to work overtime will be charged as though the overtime was worked.

- ii) An employee who is absent from work for any reason when overtime is being distributed and who would have been requested to work shall be charged as though the overtime was worked.
- iii) Employees called at home for notification to come to work that same day but cannot report to work shall not be charged for such hours as if they had worked. Employees called at home for notification of work on the following day or days **will** be charged for such hours as if they had worked. Union representation will be present during the time employees are being contacted.

Any employee entering into an overtime equalization group **shall** be immediately **charged** with the highest number of overtime hours of that equalization group.

As of October 1st of **each** year, the overtime equalization records **will** be changed and the **employee** in a **group** with the lowest hours **charged** to him/her will start off at zero. The employee with the highest number of hours **charged** to him/her will start with the number of hours he/she has over the lowest member of his/her group.

Example:

(a) has 600 hours as of October 1st

(b) has 630 hours as of October 1st

On October 1st "a" will start off with zero hours and "b" will start off with 30 hours.

- c) During our Toronto contract negotiations we had a great deal of discussion regarding the Company's overtime **policy**. Our agreements with Labour Unions **have** been long recognized that the nature of our business required overtime at times.

Reflecting the **Company's** view that excessive overtime is **undesirable** from the stand point **of** both the Employee and the **Company**, this letter sets forth the policies that govern overtime operations in this Company.

Employees who are required to work overtime should be given as much advance notice as is practicable so that they can make any personal arrangements that may be necessary. When less than a full compliment of employees is needed it is usually practicable for the Supervisor to excuse employees who do not wish to work and confine the overtime assignment to those employees who do wish to work in situations where there are sufficient employees available who wish to work overtime and who are capable of doing the overtime work **assignment**, employees who do not wish to work overtime are to be excused from doing so in so far as practicable.

An individual **employee's** personal problems in connection with working overtime should be given careful consideration and his/her individual needs should be recognized.

The individual employee's request to be excused from overtime work assignment, when made a reasonable period **of** time in advance, should receive every possible consideration. When **the employee's** request is granted, he will be notified as far in advance as possible so that the employee can make his/her personal plans accordingly.

Thereafter, any cancellation or change in agreement to excuse the employee's will be made with his/her consent.

- 20.05 For an overtime assignment, an employee shall be paid his/her **regular** rate **or** the rate of the job, whichever is **higher**.
- 20.06 The Company may schedule any **employees** to work up to a maximum **of** forty-eight (48) hours per week. Such overtime shall be mandatory unless the Company is able to secure sufficient qualified volunteers to meet its requirements.
- 20.07 The Company will maintain up-to-date records **of** overtime work (issued Tuesday's **of** each week up to and **including** the previous Saturday), a copy **of which will** be given to the Chairperson weekly and posted.
- 20.08 The Company agrees to pay a \$5.00 meal allowance to any **employee** who works overtime without one (1) day's notice if he/she works at least two (2) hours **of** overtime.

Article 21 - Shift Premium

- 21.01 A shift premium **of** forty (40) cents per hour shall be paid for all hours worked on the afternoon shift and forty-five (45) cents per hour for the night shift.
- 21.02 Shift premiums shall not be included when computing overtime premium.

Article 22 - Bereavement Leave

- 22.01 In case **of** death in the immediate family or an employee, leave of absence with pay at the employee's straight-time hourly rate will be allowed for the purpose of attending a funeral **or** memorial service.
- a) Leave of absence of three (3) days will be allowed in case of death of the employee's

wife, husband, father, mother, child, brother, sister, mother-in-law and father-in-law.

22.02 b) Leave of absence of one (1) day will be allowed in the case of the death of the employee's grandfather, grandmother, brother-in-law, sister-in-law, step-brother and step-sister.

22.02 The employee will notify his/her immediate supervisor in the event that bereavement leave is required.

Article 23 - Reporting Pay

23.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at their rate of pay or if no work is available shall receive four (4) hours pay at their straight-time hourly rate.

23.02 Article 23.01 shall not apply in the event of strikes, stoppages in connection with labour disputes, acts-of-God or where the Employer is unable to advise the employee or leave a message not to report for work because the employee has not provided his current address and telephone number to the Employer. The Employer reserves the right to advise employees of a plant closure by broadcasting over one (1) local AM frequency and (1) local FM frequency radio stations: The Union will be so advised of this situation at the time.

Article 24 - Call Back Pay

24.01 If an employee is called in to work after having left the Employer's premises after completion of his/her regularly scheduled shift, he/she shall receive a minimum of four (4) hours' pay at his/her applicable hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this Agreement.

Article 25 - Jury Witness Duty Leave

25.01 This benefit is only applicable to full-time regular employees. The employee will be granted a temporary leave of absence if called for jury or witness service. While serving on jury or witness duty, the employee will be paid the normal basic wage, less the jury duty allowance. The employee must present his/her jury-witness notice to his/her supervisor when aware of the need for the leave for jury/witness duty.

Article 26 - Job Classifications and Rates of Pay

26.01 The job classifications, rates of pay and Flowcharts shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

26.02 Employees shall receive their pay cheques weekly on Thursday, except in the case of the afternoon shift which will receive their pay cheques on Wednesday. The Company intends to continue its practice of paying employees on the Wednesday during weeks in which a holiday falls on a Friday unless it is unable to do so due to computer access or failure. In either case

the Union Agrees that no grievances will be filed should any difficulties occur.

26.03 Probationary rate is \$1.00 less in all classifications until successfully completed the probationary period as per Article 11.02.

Article 27 - Fringe Benefits

27.01 The Employer shall provide and pay, on behalf of each employee who has completed his probationary period and is not on lay-off, 100% of the premium cost of the current group life insurance, accidental death and dismemberment, weekly-indemnity, health benefits, dental plan, vision care and pension plan. All of the benefits mentioned in this Article shall be more particularly described and set forth in the respective plan documents or notices of insurance. It is understood that employees who have completed their probationary period and are not on leave of absence or lay-off must, as a condition of employment, participate in the afore-said group insurance plans unless their spouse is insured elsewhere.

27.02 The Employer shall have the right to select the carrier of its choice in respect of any of the above benefits, provided that in the event any carrier is changed, an equivalent level of benefits will be maintained.

27.03 The Employer reserves the right to require a statement from the attending physician verifying any absence due to illness or accident.

27.04 a) Employees seeking reimbursement for eligible expenses for drugs, supplies and other medical services must submit properly completed forms and attached receipts to the Payroll Department.

- b) Employees who have submitted receipts and properly completed documents by 1:00 p.m. of any Friday shall receive their reimbursable expenses, by cheque, within ten (10) working days.

27.05 Pension Plan

Effective October 1st, 1993 the Company contributing plan will increase to \$11.00 per month for each year of pensionable service. In 1994 and 1995 this amount will increase to \$12.00 and \$13.00 respectively.

- 27.06 a) In the event an employee is hospitalized as an outpatient they will be paid weekly indemnity from the date they are hospitalized.

b) Weekly Indemnity Waiver - The Company agrees that an employee has the right to sign a waiver, for Weekly Indemnity Benefits, while their WCB benefits is being processed.

27.07 The Company will provide a .35 cent co-pay prescription drug plan for all employees in the bargaining units. It is agreed that the plan will contain a generic drug rider requiring generic drugs to be used if available, and if not available, a brand name may be used.

27.08 The Company agrees to provide a vision care benefit of \$130.00 which will be allowed every two (2) years.

27.09 The Company agrees to update the ODA schedule of fees to the current schedule of fees during the term of this Agreement.

Article 28 - Educational Assistance

28.01 The Employer encourages vocational development by providing financial assistance for approved education programs. On successful **completion** of an approved course, the Employer will refund up to a maximum of **two** hundred (\$200.00) dollars for the tuition cost of education courses (not including textbooks or materials) provided the following conditions are met:

- a) The course is relevant **to** the employee's job either now or in the future.
- b) The course is provided by a recognized educational institution; and
- c) The course **is** successfully completed.

28.02 Requests for educational assistance must be submitted to the department supervisor and approved by the Employer prior to the commencement of the course and, in order to receive a refund, proof of successful completion of the course must be submitted.

Article 29 - Substance Abuse

29.01 Substance Abuse is **recognized** to be a serious medical and social **problem** that can affect employees. The Company and the Union have a strong interest in encouraging **early treatment** and assisting employees towards **full** rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. **Company** assistance will include referral of employees to **appropriate** counselling services or treatment **and** rehabilitation facilities.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment. An institute selected must be covered under OHIP.

A Committee will be set up comprising representation of the Company and the Union to administer the program. Union Substance Abuse Representatives will be provided such time as is necessary for the administration of the program.

29.02 Substance Abuse Program Guidelines

1. Reimbursable Expenses for Substance Abuse Counsellors

- (a) Transportation of an employee by a counsellor to and from a treatment centre or airport (seven days per week) will be paid. Costs will be reimbursed at a rate of \$0.29 per kilometer. Expenses will be limited to a maximum of 1,400 km per trip. The Company car will be provided where possible.
- (b) Airport parking is set at one day maximum.
- (c) Meal allowance, during times of transportation in excess of three hours, will be paid to a maximum of \$20.00 per day.
- (d) Receipts must accompany expense submissions.

2. Time Loss

Time loss will be covered for time required only during the regularly scheduled eight hour shift within the normal forty (40) hour work week. This includes recognized substance abuse counsellors only.

3. Procedure

The accepted procedure of obtaining a floor pass for union business will be required for substance abuse counselling. However, a recognized substance abuse counsellor shall obtain immediate consent to conduct sub-

stance abuse counselling.

4. The Substance abuse program will be subject to review, as required, to determine whether modifications to the program are needed.
5. Substance abuse information will be treated with the utmost confidentiality by all person(s) involved.
6. The Company substance abuse counsellor and the Union substance abuse counsellor will be selected by the respective party.

Article 30 - New Job

30.01 When a new job is created the Company may assign an employee to such job for a period not to exceed thirty (30) calendar days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job with twenty (20) days of commencement of the new job. The Company agrees to discuss with the Committee and provide all such data used to arrive at the new classification and rate. If the Committee and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

New jobs shall be posted within thirty (30) calendar days of start up, and experienced gained as a result of temporary assignment will not be considered as qualification on the posting. The most senior applicant will be awarded the job and trained.

Article 31 - Pay Equity

31.01 The parties agree the rates as modified by the Pay Equity Plan will be contained in the rates as set out in the collective agreement.

Article 32 - Cost-of-Living Allowance

32.01 The Formula provides a one (1) cent adjustment for each 0.125 change in the average Consumer Price Index (1981=100). The base for this purpose shall be the average CPI index for June, July, and August, 1991. COLA adjustments will be payable for the duration of this agreement, and will be determined by comparing the average index for the applicable period to the base, payable on a quarterly basis, with the first payment due under this collective agreement in January 1994 based on the prior three (3) months. The COLA adjustment will be folded into the base rates as they become payable.

In the event that Statistics Canada ceases to publish the monthly CPI in its present form, such change shall be the subject of discussion by the parties prior to amending their provision.

Article 33 - Technological Change

33.01 The subject of new technology was introduced during the 1993 negotiations and the Company agrees to the following:

- (a) To provide the Union with as much advanced notice as possible prior to the introduction of new technology.
- (b) To work with the Union to ensure the least adverse effect on employees when introducing new technology.

Article 34 - Union Committee Meeting

34.01 The Peterborough and Kitchener Committee will be given the opportunity to hold a Committee Meeting of one (1) hour's duration (Company paid) to discuss pertinent Union business as it pertains to the administration of the Collective Agreement.

These meetings will be held under the following conditions:

- (1) **As required, but** no more than maximum of one (1) meeting per week of one (1) hour duration.
- (2) Meeting agenda provided to the Company.
- (3) Meeting participants will consist of Union In-Plant Committee (e.g. Plant Chairperson(s) and Zone Committee person only). Alternate Committee persons may only attend in the absence of the Committee person. **Also**, Local President will be in attendance.
- (4) The meeting start time will be one (1) hour prior to the end of the shift which has the majority of the meeting participants. It is **agreed** that for overtime purposes, this one (1) hour meeting time will be paid at straight time and will not be counted for overtime equalization purposes.
- (5) The Union will provide the Company with a typed or written notice of those Union representatives who were in attendance at these meeting(s) within twenty-four (24) hours after the meeting(s).
- (6) This one (1) hour Company paid meeting concept is offered on a trial basis and if this privilege is abused then the Company will

consult with the Union prior to discontinuing this meeting concept.

Article 35 Contract Printing

The Company agrees to pay for the printing of the Collective Agreement and to **provide** each employee with a **copy of** same in booklet form by the lowest cost **Union supplier**.

Article 36 Credit Union/United Way/ Canada Savings Bond Deductions

- 36.01a) The Company **agrees** to make every reasonable effort to **deduct** wages and submit *same* to a bonafide Credit Union for its employees.
- b) The Company **agrees to** deduct employee contributions for Canada Savings Bonds.
- c) The Company **agrees** to deduct employee contributions to United Way.

Article 37 Letters of Agreement

37.01 The Company **and** the Union agree that **all** Letters **of** Agreement contained herein become part of this Agreement.

Article 38 Labour/Management Meetings

The parties agree to continue their practice of quarterly Labour/Management meetings.

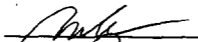
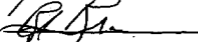

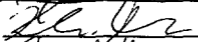
Article 39 Term of Agreement



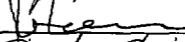
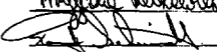
39.01 This Article shall commence on the 1st day of October 1993 and end on the 30th day of September 1996 and shall continue from year to year thereafter unless either party gives notice, in writing, to the other not less than 30 days, no more than 90 days prior to the expiry date hereof of that party's intention to terminate or negotiate revisions thereto.

Dated at Toronto this 27th day of October 1993.

For the Employer

For the Union



David McEwen
Dennis Barber
A. J. 2


M.D. Lytt


Lore Gustell
Susan Day
Shelly Doyle


Franko Frisk
Priscilla Bercowski


Letters of Agreement

Letter #1 Punch Clocks

The Company **agrees to** provide three-13) punch clocks at the Peterborough and Kitchener facilities. Employees in order to be paid for hours worked are **required** to use the punch clock or sign the employee log book to confirm attendance at work.

The Company agrees on a one time basis to pay for a **two (2) day training program** for Committeeperson and alternates at their respective locations. The Company will only be responsible for the payment of the employee's regular hourly wages.

Letter #3

The Company agrees to clear all disciplinary records **of** its employees at Kitchener and Peterborough on the date of the ratification **of** this Collective Agreement.

The Company agrees to meet with the Peterborough clericals to discuss opportunities **for** flex time.

Letter #5 Guideline for Summer Hours

1. The Union will be allowed the option once each calendar year to vote on whether to accept or reject summer hours. Such decision will be based on a simple majority.
2. Summers hours as defined as "starting each scheduled shift one (1) hour earlier than normal".

3. Summer hours will **apply for all** Union employees with the **exception** of shipping and receiving.

All employees must work the scheduled summer hours if the majority agrees to accept summer hours.

4. Summer hours will apply for the months of June, July and August only.
5. The vote must be held at least **one (1) month prior** to the start of summer hours in order to allow the employees adequate time to make the necessary arrangements to be able to report for work one (1) hour earlier, ie: transportation and child care.

Letter #6

The Company agrees to **provide** a refrigerator and a microwave oven in **both** the Kitchener and Peterborough warehouses.

Letter #7

The Company agrees to allowing a three (3) minute grace period at start of shift for purposes of compensation only.

Letter #8

The Employer will permit employees to punch out during the wash-up period **at** the end of their shift. It is understood between the parties that all **employ**ees must remain at their work stations until the beginning of the wash-up period. Should the employees abuse this understanding the employer reserves the right to insist that employees not punch out before the scheduled quitting time for their shift. The employees involved in an isocyanate-medical-surveillance program will be **given fifteen** minutes to have a shower at the end of the shift. This privilege will only be granted to those who use the show-

er facilities. Employees who decide not to use these facilities will be given the normal five-minute wash-up time.

Letter #9

The Company **agrees** that the Benefit package in existence on September 27th, 1990 will not be lowered in the new agreement unless there are amendments made under the new Collective Agreement which such amendments shall apply.

Letter #10

Committee Lost Time - The Company agrees to pay the lost time for all committee members who participated in this set of negotiations. The local unions will submit a bill to the Company and the Company will remit a cheque. This is settled without prejudice.

Letter #11

Salary Continuation - It is understood between the parties that **all** practices relating to office and clerical **employees** shall be maintained for the life of the Collective Agreement.

Letter #12

It is understood that the work **of** Cart Maintenance shall be limited to performing the work listed below:

- a) cleaning
- b) changing wheels
- c) greasing
- d) minor structural repairs

Note: All fabrication of prototype carriers and fixtures will be performed by tool and die makers.

Job Classification eterborough

Class	Dept/Classificat.	Oct. 1/93 Regular Rate	Oct. 1/94 Regular Rate	Oct. 1/95 Regular Rate
<u>Assembly Department</u>				
20-001	Production Worker ie. Machine Operator Packing Person Final Assembly Inspection/Packer	\$10.85	\$11.15	\$11.40
20-002	Material Handler	\$10.85	\$11.15	\$11.40
<u>Injection Moulding Department</u>				
30-001	Set-up	\$14.40 \$15.40 (1 yr)	\$14.70 \$15.70	\$14.95 \$15.95
30-002	Production ie. Machine Operator Injection Moulding Operator ie. Inspection	\$10.85	\$11.15	\$11.40
30-003	Material Handler	\$10.85	\$11.15	\$11.40
<u>R-Rim Department</u>				
40-001	Moulder	\$12.45	\$12.75	\$13.00
40-002	Process Tech.	\$15.40	\$15.70	\$15.95
40-003	Production ie. Sander Trimmer Inspection/Filling	\$10.85	\$11.15	\$11.40
40-004	Material Handler	\$10.85	\$11.15	\$11.40
40-005	Set-up	\$14.40 \$15.40 (1 yr)	\$14.70 \$15.70 (1 yr)	\$14.95 \$15.95 (1 yr)

October 1/94 • Add 30¢

October 1/95 - Add 25¢

Relief Person Premium is 25¢ per hour above Regular Rate

Lead-hand Premium is \$1.00 per hour above Regular Rate

* Note: rates shown do not include **COLA** • Regular rate includes COLA as noted on pay stub

Job Classification - Peterborough

Class	Dept/Classificat.	Oct. 1/93 Reg. Rate	Oct. 1/94 Reg. Rate	Oct. 1/95 Reg. Rate
<u>Paint Department</u>				
45-001	Paint Set-Up	\$14.40 \$15.40 (1 yr)	\$14.70 \$15.70 (1 yr)	\$14.95 \$15.95 (1 yr)
45-002	Paint Touch-Up	\$12.50	\$12.90	\$13.30
45-003	Paint Kitchen	\$13.40	\$13.70	\$13.95
45-004	Production Worker ie. Load/Unload Inspection Rework/Sand Mask/Demask/Touch-up	\$10.85	\$11.15	\$11.40
45-005	Material Handler	\$10.85	\$11.15	\$11.40
45-006	Pnt Line Chem. Monitor	\$14.40	\$14.70	\$14.95
45-007	Cart Maintenance	\$10.90	\$11.20	\$11.45
	.			
60-001	Shipper/Receiver	\$12.45	\$12.75	\$13.00
60-002	Material Handler/Shipper	\$10.85	\$11.15	\$11.40
60-003	Driver/Cleaner	\$11.45	\$11.75	\$12.00
<u>Inspection Department</u>				
70-001	Lab Technician	\$12.20 \$13.20 (1 yr)	\$12.50 \$13.50	\$12.75 \$13.75 (1 yr)
70-002	Quality Auditor	\$11.70 \$12.70 (1 yr)	\$12.00 \$13.00 (1 yr)	\$12.25 \$13.25 (1 yr)

October 1/94 - Add 30¢

October 1/95 - Add 25¢

October 1/94 - Paint Touch-up - Add additional 10¢

October 1/95 - Paint Touch-up - Add additional 10¢

Relief Person Premium is 25¢ per hour above Regular Rate.

Lead-hand Premium is \$1.00 per hour above Regular Rate.

* Note: rates shown do not include COLA - Regular rate includes COLA as noted on pay stub.

Job Classification - Peterborough

Class	Dept/Classificat.	Oct. 1/93 Reg. Rate	Oct. 1/94 Reg. Rate	Oct. 1/95 Reg. Rate
<u>Maintenance Department</u>				
55-001	Electrician/Electronic	\$19.75	\$20.15	\$20.50
55-002	Mach. Repair/Millright	\$19.75	\$20.15	\$20.50
55-003	Labourer	\$10.90	\$11.20	\$11.45
55-004	Janitor	\$10.85	\$11.15	\$11.40
57-001	Mouldmaker	\$19.75	\$20.15	\$20.50
57-002	Tool & Die Maker	\$19.75	\$20.15	\$20.50

October 1/94- Add 30¢

October 1/95-Add 25¢

October 1/94- Skilled Trades -Add additional 10¢

October 1/95 - Skilled Trades - Add additional 10¢

Lead-hand Premium is \$1.00 per hour above Regular Rate

* Note: rates shown do not include COLA - Regular rate includes COLA as noted on pay stub.

Job Classification - Peterborough

Class Department/Classification	Oct. 1/93 Reg. Rate	Oct. 1/94 Reg. Rate	Oct. 1/95 Reg. Rate
<u>Office Union</u>			
Computer System Analyst	\$14.73	\$15.60**	\$15.85**
Material Control Clerk	(\$14.40)	(\$14.70)	(\$14.95)
Payroll & Benefit Clerk	\$11.45	\$11.75	\$12.00
Accounts Payable Clerk	\$11.45	\$11.75	\$12.00
Secretary	\$11.45	\$11.75	\$12.00
Purchasing Clerk	\$11.45	\$11.75	\$12.00
Shipping/Receiving Clerk	\$11.45	\$11.75	\$12.00
Data Entry Clerk	\$11.45	\$11.75	\$12.00
Receptionist	\$11.05	\$11.55	\$12.00

- () Red Circled - will maintain **rate** far life of this agreement, plus any negotiated increments. Subsequent employee(s) hired, **posted** or bumped into a **red** circled position will be paid the lowest wage rate in that Flowchart Group.

October 1/94- Add 30¢

October 1/95- Add 25¢

October 1/94- Receptionist- Add additional 20¢

October 1/95- Receptionist- Add additional 20¢

* Note: **rates** shown do not include COLA • Regular rate includes COLA as noted on pay stub.

** Special wage adjustment

Job Classification - Kitchener

Department/Classification	Oct. 1/93 Reg. Rate	Oct. 1/94 Reg. Rate	Oct. 1/95 Reg. Rate
<u>Production Department</u>			
Roll Form Technician Set-up	\$16.95	\$17.25	\$17.50
Stamping/Roll Form Set-up	\$14.40	\$14.70	\$14.95
Post Cut-off Stacker	\$15.40 (1 yr) \$11.80	\$15.70 (1 yr) \$12.10	\$15.95 (1 yr) \$12.35
Glue Line Operator	\$12.35	\$12.65	\$12.90
Injection Moulding Set-up	\$14.40	\$14.70	\$14.95
Powder Person	\$15.40 (1 yr) \$12.45	\$15.70 (1 yr) \$12.75	\$15.95 (1 yr) \$13.00
Production Worker ie. Press Operator Injection Moulding Operator Saw Operator Inspection/Packer Trimmer Packaging Person Cleaner	\$11.30	\$11.60	\$11.85
<u>Quality Control Department</u>			
Lab Technician	\$12.75	\$13.20	\$13.65
Quality Auditor	\$12.60	\$12.90	\$13.15

October 1/94- Add 30¢

October 1/95 - Add 25¢

October 1/94 - Lab Technician - Add Additional 15¢

October 1/95 - Lab Technician - Add Additional 20¢

Relief Operator is 25¢ per hour above Regular Rate

Lead-hand Premium is \$1.00 per hour above Regular Rate

* Note: rates shown do not include COLA - Regular rate includes COLA as noted on pay stub.

Job Classification - Kitchener

Class Department/Classification	Oct. 1/93 Regular Rate	Oct. 1/94 Regular Rate	Oct. 1/95 Regular Rate
<u>Shipping & Material Handling</u>			
Shipper/Receiver/Mat'l Handler	\$12.45	\$12.75	\$13.00
Driver	(\$13.30)	(\$13.60)	(\$13.85)
<u>Skilled Trades</u>			
Electrician/Electronic	\$19.75	\$20.15	\$20.50
Machine Repair/Millwright	\$19.75	\$20.15	\$20.50
Janitor	\$11.30	\$11.60	\$11.85
Mouldmaker	\$19.75	\$20.15	\$20.50
Tool & Die Maker	\$19.75	\$20.15	\$20.50

October 1/94 - Add 30¢

October 1/95 - Add 25¢

October 1/94 - Skilled Trades - Add Additional 10¢

October 1/95 - Skilled Trades - Add Additional 10¢

Lead-hand Premium is \$1.00 per hour above Regular Rate

() Red Circled - will maintain rate for life of this agreement, plus any negotiated increments. Subsequent employee(s) hired, posted or bumped into a red circled position will be paid the lowest wage rate in that Flowchart Group.

• Note: rates shown do not include COLA • Regular rate includes COLA as noted on pay stub.

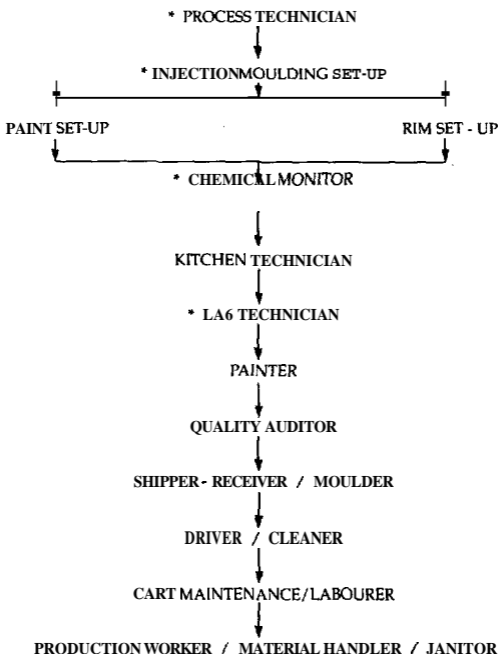
WAGE RATE INCREASES

The Parties agree to the following increases:

1. A thirty (30¢) cent increase on October 1st, 1993
2. A thirty (30¢) cent increase on October 1st, 1994
3. A twenty-five (25¢) increase on October 1st, 1995

In addition, all skilled trades employees will receive a **skilled** trades bonus in the amount of a ten (10¢) cent increase per hour on each of those anniversary dates.

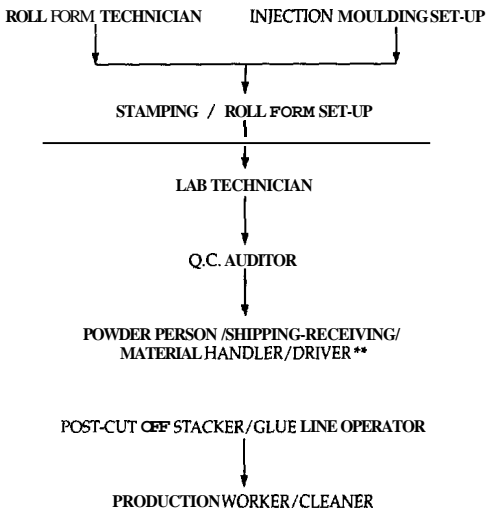
PETERBOROUGH FLOWCHART "A"



*** NOTE:** These employees may only be bumped by a Process Technician or another asterisked employee who has had the required classification for a period of at least six (6) months within the past five (5) years, assuming there has been no substantial changes in the duties and responsibilities of the required classification. If there are no qualified employees, the Company reserves the right to hire.

NOTE The Painter Classification can not bump the Quality Auditor Classification until October 1, 1995 due to Article 12.02(1) of this Collective Agreement.

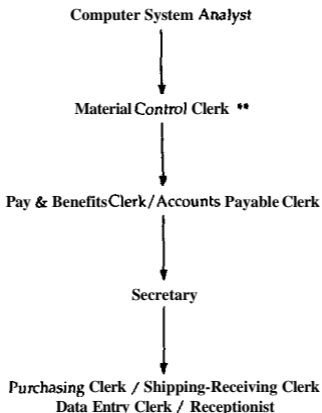
KITCHENER FLOWCHART "A"



**** RED CIRCLED -** will maintain rate for life of this Collective Agreement, plus any negotiated increments. Subsequent employee(s) hired, posted or bumped into a former red circle position will be paid the lowest wage rate in that Flowchart Group.

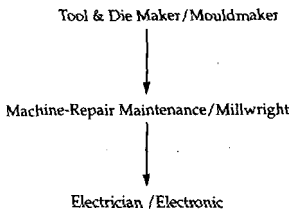
CLERICAL/SALARIED BARGAINING UNIT

FLOWCHART (PETERBOROUGH ONLY)



**** RED CIRCLED** - will maintain rate for life of this Collective Agreement, plus any negotiated increments. Subsequent employee(s) hired, posted or bumped into a former red circle position will be paid the lowest wage rate in that flowchart Group.

SCHEDULE "A" FLOWCHART
PETERBOROUGH AND KITCHENER
SKILLED TRADES



subject to language of Article 9 of the Skilled Trades Agreement

**SKILLED TRADES TO PEBRA INC.
AND
CAW-CANADA
COLLECTIVE AGREEMENT**

ARTICLE 1 - SKILLED TRADES MASTER

- a) Skilled Trades for the purpose of this Appendix will be those trades as listed in the Skilled Trades Flowchart.
- b) The term "Production" as used in this Appendix refers to all occupations not included in the Skilled Trades portion of the Skilled Trades Flowchart.
- c) All provisions of the Collective Agreement and all related benefits, when applicable, shall apply to the employees of the Skilled Trades, except as otherwise expressly provided for in this Appendix.
- d) It is understood and agreed that each Skilled Trade, as listed in Skilled Trades Flowchart has a work content and priority area as established by practice. Such practice will be continued during the life of this Agreement. If the situation should necessitate a change in this practice the parties will confer. It is understood that a temporary assignment of work to another Skilled Trade will not form a priority area or work content of the trade to which it has been assigned.

ARTICLE 2 - DEFINITIONS

- a) **JOURNEYPERSON-** The term "Journey person" as **used** in this Appendix shall mean any person who:
- 1) has completed a bonafide apprenticeship of four (4) years of 8,000 hours and has a substantiating certificate, or
 - 2) **has** a CAW Journey person's Card, or
 - 3) has acquired eight (8) years' trade-related experience and/or trade-related formal training and can prove same.
- b) **SUPPLEMENTAL HELPER** - The term "Supplemental Helper" means any person who has been temporarily transferred or hired to assist Journey's to supplement the work force of a Skille Trade.

ARTICLE 3 • EMPLOYMENT

- a) Employment in a Skilled Trade shall be limited to Journeypersons and Apprentices except when the provisions of Article 3(b) and (c) will apply.
- b) Supplemental Helpers may be employed to assist Journeypersons in a Skilled Trade for temporary periods up to thirty (30) days provided, however, that if Journeypersons are unavailable, the temporary period referred to above may be extended or a further period, but in any event, not to exceed sixty (60) days in total.
- c) Employees in a Production group may be employed to do labour work associated with Skilled Trades during the maintenance clean-up period normally scheduled in the summer months.
- d) The Company agrees to maintain the existing levels of current skilled trades people, assuming current production levels are maintained.
- e) Scott Coulson and Gord Oliver will continue to be given the opportunity to reach Millwright Classification. The Company agrees to give opportunity for training required as per Article 7 of the Skilled Trades Agreement.

ARTICLE 4 - ACQUISITION OF SENIORITY FOR LAY-OFF AND RECALL PURPOSES

A newly hired probationary Journeyperson shall acquire seniority rights in a Skilled Trade consistent with the provisions of Section 11.00 of the Collective Agreement.

If a probationary Journeyperson in one Skilled Trade is transferred to another Skilled Trade, all time worked in either Skilled Trade will be credited for his/her acquisition of seniority. However, once he/she has acquired seniority, his/her seniority date will be his/her date of entry into the latter Skilled Trade.

The retention of probationary Journeypersons shall be consistent with the provisions of Article 2 of the Skilled Trades Agreement.

ARTICLE 5 - APPLICATION OF SENIORITY

The application of seniority in the Skilled Trade occupation shall be by non-interchangeable occupations or trades within each trade as shown in the Skilled Trades Flowchart.

Seniority lists shall be by basic trade or occupation.

ARTICLE 6 - ACCUMULATION OF SENIORITY

- a) Unless otherwise agreed by the parties concerned, a Journeyperson or Apprentice in a Skilled Trade will have date-of-entry seniority in such Skilled Trade and shall continue to accumulate plant-wide seniority.
- b) A Supplemental Helper shall not accumulate seniority within a Skilled Trade but shall accumulate plant-wide seniority.

ARTICLE 7 - APPRENTICE PROGRAM

- a) **APPRENTICESHIP STANDARDS** - The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace and Agricultural

Implement Workers Union of Canada (CAW-Canada) and its Local 1987-1524.

b) **PURPOSE** - The purpose of these standards is to make certain that extreme care is exercised in the selection of young men/women and that the methods of training are uniform and sound, with the result that **they will** be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.

c) **DEFINITIONS**

1) The term "Company" shall mean Pebra Inc.

2) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace and Agricultural Implement Workers of Canada (CAW-Canada) and its Local Union 1987-1524.

3) "Registration Agency" on labour standards shall mean the Industrial Training Branch, Ontario Department of Labour. "Registration Agency" for the apprentice as a student, covering related instruction.

4) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and his/her parent or guardian if he/she is a minor which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.

5) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she had been assigned under these standards and who is covered by a written agreement with the Company providing for

his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

6) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.

7) "Supervisor of apprentices" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship.

8) "Standards of apprenticeship" shall mean this entire document, including these definitions.

d) **APPLICATION** - Application for apprenticeship will be received by the Personnel and Industrial Relations Department of the Company from applicants considering themselves eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.

e) **APPRENTICESHIP ELIGIBILITY REQUIREMENTS** - In order to be eligible for apprenticeship under these standards, the applicant must meet the following qualifications:

1) He/she must have a junior matriculation or its educational equivalent:

Exceptions to these requirements may be made by the Company upon recommendation of the Committee for applicants who have unusual qualifications.

It is understood that all applicants must successfully pass the Company's regular employment requirements.

- f) **CREDIT FOR PREVIOUS EXPERIENCE** - At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentice's probationary period.
- g) **TERM OF APPRENTICESHIP** - The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in the Appendix attached hereto.
- h) **PROBATIONARY PERIOD** - The first five hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations.
- i) **HOURS OF WORK** - Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeyman employed by the Company. In case an apprentice is required to work overtime he/she shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeyman established by these standards is maintained.
- j) **RATIO** - The ratio of apprentice to journeyman shall not exceed one (1) apprentice to each four (4) journeyman in the trade in which he/she is

apprenticed. (e.g. one (1) toolmaker apprentice to four (4) toolmakers.) If lay-offs become necessary, apprentices shall be laid off to maintain the same ratio.

k) **DISCIPLINE** - The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- 1) inability to learn;
- 2) unreliability;
- 3) unsatisfactory work;
- 4) lack of interest in his/her work or education;
- 5) improper conduct;
- 6) failure to attend classroom instruction regularly.

l) **WAGES** - Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1,000 hours - not less than 65% of the journey person's wage rate
- 2nd 1,000 hours - not less than 70% of the journey person's wage rate
- 3rd 1,000 hours - not less than 75% of the journey person's wage rate
- 4th 1,000 hours - not less than 80% of the journey person's wage rate
- 5th 1,000 hours - not less than 85% of the journey person's wage rate
- 6th 1,000 hours - not less than 90% of the journey person's wage rate
- 7th 1,000 hours - not less than 95% of the journey person's wage rate
- 8th 1,000 hours - not less than 95% of the journey person's wage rate

The apprentice shall also receive the annual improvement factor and all cost-of-living increases that are accorded all other plant employees, where such contract provisions exist.

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices who are given credit for previous experiences shall be paid, upon receiving such credit, the wage rate for the period to which such

credit advances them. **This** shall not be made retroactive.

When an **apprentice** has completed 8,000 hours of training and after recommendation for his/her Journey person's certificate by the Committee, he/she is to receive not **less** than the minimum rate to skilled journey person in the trade in which he/she has served **his/her apprenticeship** provided an opening exists and he/she is selected for employment as a Journey person.

Apprentices shall not be paid for attendance at night school. If an applicant is required to attend a **day** school course in addition to his/her night school training, he/she shall receive the difference between **the pay** appropriate to his/her apprenticeship period and any compensation paid to him by any government agency.

- m) **ACADEMIC TRAINING** - Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modification **may be** made to the schedules by **the Committee**, subject to final **approval by the Company**. The Company shall notify the Registration Agencies of such changes. **Credit for time spent** in academic training **is** given in the calculation of the hours of apprenticeship served and shall be applied against the period total. **A** refund of the tuition fee will be made to the apprentice provided he/she attends at least seventy-five percent (75%) of the classes during the season and receives a passing grade. The student **apprentice** is required to furnish each month proof of his/her attendance at the school.

- n) **JOINT APPRENTICESHIP COMMITTEE** - There is hereby established a Joint Apprenticeship Committee as defined in Article 7(c). This Committee shall be composed of four (4) members, **two (2)** representing the Company and **two (2)** journeyperson employees representing the Union.

The Chairperson shall be the Supervisor of Apprentices. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

- 1) To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she **will** receive.
- 2) To accept or **reject** applicants for apprenticeship **subject** to final approval by the Personnel Industrial Relations Department of the Company as provided in Article 7(d)
- 3) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- 4) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
- 5) To offer constructive suggestions for the improvement of training on the job.
- 6) To certify the names of graduate apprentices to the **Registration Agencies** and recommend that a **Certificate of Apprenticeship** be awarded upon **satisfactory completion** of the requirements of the apprenticeship established herein by the **Registration Agencies** unless recommended by the Committee.

- 7) To review the Foreman's monthly report on each apprentice.
- 8) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

- o) SUPERVISION OF APPRENTICES** - Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Foreman of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting. The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the Foreman under who the apprentices receive direction, instruction and experience. Foreman shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and the progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.
- p) SENIORITY** - The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in the trade such as "Toolmaker" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off

and last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice will be given seniority equal to 50% of time spent as an apprentice but not more than three (3) years.

Notwithstanding the provisions of the Collective Agreement, dated October, 1st, 1993, between the Company and the Union, of which these Apprentices Standards shall henceforward be a part, an employee with seniority who is selected or an apprenticeship shall be permitted if affected by lay-off during the first five hundred (500) hours of apprenticeship, to return to his/her former job classification with the same seniority date that he/she held immediately prior to becoming an apprentice.

After five hundred (500) hours as an apprentice, an apprentice shall have as his/her seniority date the date he/she was accepted as an apprentice and shall not acquire or retain seniority rights to bump into any classification outside that of apprentice.

- q) **APPRENTICESHIP AGREEMENT** -
"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian (if he/she is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the apprenticeship **agreement**.

1. The Apprentice

2. The Company

3. The Committee

4. The Registration Agencies

5. The Local Union

6. The National, Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada)

- r) **CERTIFICATE OF COMPLETION OF APPRENTICESHIP** - Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ontario Department of Labour, that a certificate, signifying the completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.
- s) **SCHEDULE OF WORK PROCESS** - The schedule of work processes and related training shall be established by the Committee for the following:

The Committee shall also establish work processes and related training for such other trades in which the Company may subsequently decide to employ apprentices. The Company will notify the Committee when it is prepared to consider additional apprenticeship trades.

Modification may be made to any schedule of work processes by the Committee, subject to final approval by the Company. The Skilled Trades Branch of the CAW may request further discussion upon any such changes within thirty (30) days of such changes being introduced. The Company shall notify the Registration Agencies of such changes.

ARTICLE 8 - SUPPLEMENTALHELPERS

An employee interested in employment as a Supplemental Helper will be required to complete an application form obtainable at the Human Resources Department, indicating all pertinent data, such as trade requested, individual qualifications, ability and proven trade-related experience.

All applications will become cancelled the first day of January of each year; however, an employee who desires to renew his/her application may do so.

SELECTION

Supplemental Helpers will be obtained in the following manner and sequence:

- 1) Laid-off Journeyperson, Apprentices or Probationary Journeypersons with relevant experience, and in line with their trade seniority.
- 2) Production employees with relevant experience providing they prove acceptable to the Company for such work. When, in the opinion of the Company, experience and ability are relatively equal, seniority will prevail.
- 3) New Hires, providing other employees are not available.

ARTICLE 9 - LAY-OFF AND RECALL PROCEDURE

- a) A production employee cannot exercise his/her seniority to displace a Journeyperson, Apprentice or Supplemental Helper within a Skilled Trade. Conversely, a Journeyperson or Apprentice may exercise his/her seniority to displace an employee in the Production Group using previous production seniority.

- b) In the event of a lay-off from a Skilled Trade, the following procedure shall apply.

First - Supplemental Helpers who were obtained in accordance with Article 8(2) and (3), will be laid off ~~from~~ the affected Skilled Trade in the inverse order of seniority and will exercise their seniority in the Production Group in accordance with the lay-off and recall section of the Collective Agreement.

Second - Supplemental Helpers who were obtained in accordance with Article 8(1), will be laid off from the affected Skilled Trade in the inverse order of seniority.

Third - Probationary Journeypersons will be laid off from the affected Skilled Trades.

Fourth - Apprentices will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade.

Fifth - Journeypersons will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade. A Journeyperson to be laid off from his/her trade may exercise his/her total seniority **to displace the most junior supplemental employee, who is employed in another Skilled Trade, provided, however, that such Journeyperson has the necessary** experience and ability.

- c) Recalls of Journeypersons, Apprentices or Probationary Journeyperson within a Skilled Trade shall be made in the reverse order of lay-off within such Skilled Trade affected.
- d) A laid off seniority Journeyperson or Apprentice may, if he/she so elects, file an application with the Human Resources Department for employment in the Production Group, Upon receipt of

such application, the employee will be given preference over an new hire, or **failing** that, shall displace a probationary employee. Such employee will then have date of entry seniority in the Production Group **with** the understanding that to protect his/her Skilled Trade seniority, he/she must return to his/her Skilled Trade when recalled. Failure to accept such recall means he/she shall forfeit his/her Skilled Trade seniority and will retain his/her date of entry seniority in the Production Group. Notwithstanding the above, a **Journeyperson** or Apprentice may after serving a **lay-off of six (6)** months in any nine **(9)** month period from his/her Skilled Trade, elect within a period of thirty (30) calendar days thereafter to continue on lay-off subject to recall to his/her Skilled Trade or exercise his/her total seniority, if sufficient to dis lplace the most junior **employee** in a Production group in accordance **with** the Lay-off and Recall Provisions of the Collective Agreement and he/she shall forfeit his/her former Skilled Trades seniority. However, such employee will have priority transfer rights to his/her former Skilled Trade over other applicants provided he/she has the necessary ability and qualifications.

- e) In the event that the Company hires a laid off probationary **Journeyperson** employee into a Production Group, **the employee** will forfeit any claim to his/her Skilled Trade and will be required to serve the full probationary **period in production** as outlined in Section 11.00 of the Collective Agreement. Should such **employee be** laid off from production and rehired into a Skilled Trade as a probationary **Journeyperson**, he/she will be **required** to serve the full probationary period within the Trade as outlined in Article 4, above.

If circumstances arise that are not covered in this Article, the Local **Union** Committee and

Management will confer.

ARTICLE 10 - DISCONTINUANCE OR ELIMINATION OF A SKILLED TRADE

Where the work of a Skilled Trade is discontinued or eliminated, or a Journey person or Apprentice has served a **lay-off** of six (6) consecutive months from his/her Skilled Trade, the "parties" will endeavour to place the appropriate number of **employee(s)** of the affected department in another Skilled Trade for which they may qualify as either **Journey person** or **Apprentice** in accordance with Article 6. In the event such is not possible, the provisions of Article 9(d) shall apply.

ARTICLE 11 - OVERTIME DISTRIBUTION

When overtime is scheduled in a Skilled Trade overtime sharing group, such overtime will be distributed evenly as far as possible, among those employees **presently** working in such overtime sharing group. Such overtime will be offered first to the **Journey person**, secondly to the **Apprentice** in such overtime sharing group and thirdly, to supplemental employees in such overtime sharing group.

ARTICLE 12 - PERMANENT TRANSFERS

- a) Should an employee in one Skilled Trade, **possessing** Journey person qualifications in another Skilled Trade, **as** listed in Skilled Trades Flowchart be **granted** a transfer from his/her present Skilled Trade into such other Skilled Trade **job vacancy**, he/she shall retain seniority in his/her former Skilled Trade for thirty (30) calendar days, at which time he/she will forfeit his/her seniority rights in the former Skilled Trade and establish seniority as per Article 6(a) in such other Skilled Trade.

- b) A Journey person in one Skilled Trade who is transferred to fill a vacancy in another Skilled Trade will retain his/her seniority in his/her former Skilled Trade for thirty (30) calendar days at which time he/she will forfeit his/her seniority rights in his/her former Skilled Trade and establish date and entry seniority in his/her new Skilled Trade.
- c) A Journey person in a Skilled Trade will have priority transfer rights to another Skilled Trade within that department over other applicants from another Skilled Trade or new hires providing he/she has the necessary qualifications, ability and proven trade related experience.
- d) Transfers made under this Article are limited to once yearly.

ARTICLE 13 - SPECIAL PLACEMENT

Should a Skilled Trade employee become incapacitated either by age, sickness, injury or for any other acceptable reason and is no longer capable of performing his/her regular skilled work, every effort will be made by the Parties to place such an employee in another Skilled Trade which he/she is capable of performing and he/she will have total seniority in the latter Skilled Trade.

ARTICLE 14 - DEDUCTION OF SKILLED TRADES COUNCIL MEMBERSHIP DUES

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon request of individual authorization cards signed by the employee at the time of hire.

First deduction to be made from the employees from the first pay received after completion of the probationary period. future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

ARTICLE 15 • LOCAL SKILLED TRADES COMMITTEE

The Parties have agreed to establish a Local Skilled Trades Committee composed of two (2) members for the Union (who are Skilled Tradesperson) and two (2) members of Management. This Committee will discuss matters relating to:

- a) Lines of demarcation between Trades;
- b) Training of Apprentices;
- c) Determination of past experience/education for placement within the training and wage schedule or new employees who do not qualify as Journeypersons;
- d) Oversight of any joint Apprenticeship Programme; and
- e) Technical training necessary to upgrade skills of Journeypersons due to new technology.

The Local Committee may consult with the CAW National Skilled Trades Representative and the Industrial Training Branch, Ontario Department of Labour, in carrying out their responsibilities. It shall also be empowered to work out a Joint Apprenticeship Programme for the facility.

ARTICLE 16 - SKILLED TRADES - SHIFT ROTATION (PETERBOROUGHONLY)

The trades groups will rotate shifts as follows:

- i) Mechanics
4 Weeks Days
1 Week Midnights
2 Weeks Afternoons

- ii) Electricians/Electronics
2 Weeks Days
1 Week Midnights
2 Weeks Afternoons

- iii) Mouldmakers/Tool and Die Makers
2 Weeks Day
2 Weeks Midnights
2 Weeks Afternoons

Any new additions to the trades groups are required to **spend** their probationary period on the day shift so that they may be fairly assessed as to their skills.

After the probationary period has been achieved they will then be inserted into the shift rotation.

ARTICLE 17 - NEW TECHNOLOGY

- a) The parties agree that with the introduction of new techniques and technologies, it is important that advanced planning be made to anticipate skills, needs, and training required.

- b) It is also agreed that the workers effected by the introduction of new technology should have every opportunity to apply themselves to the new skills and the new technology.

- c) The Company will assume the cost of on-the-job training to afford bargaining unit employees the opportunities to keep current with new methods, tools, machines, and new technology effecting their work and job security.
- d) The Company will notify the Union sixty (60) days in advance on the introduction of any new technology so as to give the effected bargaining unit employees the opportunity to become acquainted with the new skills needed so that he/she will be available to perform the work when required to do so.
- e) Senior employees, both production and skilled trades will be given preference under this clause.
- f) Committee on New Technology

Following identification by the Company of a need for training resulting from the introduction of new technology, the extent of training required, and the method of delivery, the Committee of four (4) persons will have the responsibility of reviewing the implementation on an on-going basis and making recommendations to the Company.

The Company representatives will consist of one (1) member from Engineering and one (1) member from Maintenance. The Union members will consist of two (2) members from the Skilled Trades bargaining unit group. The National Skilled Trades representative, or his designate, may be present if so requested by the Committee.

Where a meeting is held to review the training requirements, the senior bargaining unit employee who will be receiving the training, will be present to provide his/her input into the implementation program.

The National Representative, the Plant Manager, and the Committee will have a meeting with the Skilled Trades Group to provide an overview of the Committee and its responsibilities following ratification of the agreement.

ARTICLE 18 - SKILLED TRADES TOOL ALLOWANCE

The Company agrees that it will pay \$250.00 per year for tool allowance. Employees will have tools replaced by the Company if **they** are lost, broken or stolen. Application for **such** tools will be ordered on a form supplied by the Company.

ARTICLE 19 - LINES OF DEMARCATION

Machine Repair/Millwright

A maintenance mechanic will be called up to perform work on **any and all mechanical systems** within the Pebra facilities. This work could consist of, but is not limited to: mechanical installations, modification and/or troubleshooting.

A maintenance mechanic will be allowed to troubleshoot and replace defective components on an electrical system but will not be allowed to alter the layout of the systems unless working under the guidance of a maintenance electrician.

In any case, the tradesperson will **only** be asked to perform work as far as his/her confidence level allows him/her to go. As per the Health and Safety Act.

Planned work will be assigned to the specific trade involved.

Maintenance Electrician/Electronic

A maintenance electrician will be called up to perform work on any and all electrical systems within the Pebra facilities. **This** work could consist of, but is not limited to: electrical installations, modifications and/or troubleshooting.

A maintenance electrician will be allowed to troubleshoot and replace defective **components** on a mechanical **system** but will not be **allowed** to alter the layout of **the** system unless working under the guidance of a maintenance mechanic.

In any case, the trades person will only be asked to perform work as far as **his/her** confidence level allows **him/her** to go.

Planned work will be assigned to the specific trade involved.