

Collective Agreement

Dated: 29 July, 1996

Ending: 30 September 2000

Between:

JPE Canada Inc.

And:

**National Automotive, Aerospace,
Transportation And General
Workers Union of Canada**

Local 1987 and 1524

<u>INDEX</u>		<u>PAGENUMBER</u>
<u>ARTICLE</u>	<u>CLAUSES</u>	
	Amendment to Collective Agreement	1-4
1	Purpose	5
2	Scope and Recognition	5
3	Management Rights	6-7
4	union Security	7-9
5	No Strikes or Lockout	9
6	Representation	9-14
7	No Discrimination	14-15
8	Grievance Procedure	15-17
9	Discipline	18-19
10	Arbitration	19-21
11	Seniority	21-23
12	Layoff and Recall	24-30
13	Job Posting	30-34
14	Bulletin Boards	34
15	Leave of Absence	34-37
16	Health, Safety and Environment	38-73
17	Vacations	74-77
18	Paid Holidays	78-79
19	Hours of Work	79-83
20	Overtime	83-87
21	Shift Premium	87
22	Bereavement	87
23	Reporting Pay	88
24	Call Back Pay	89
25	Jury/Witness Duty Leave	89
26	Job Classifications and Rate of Pay	89-90
27	Fringe Benefits	90-92
28	Educational Assistance	93
29	Substance Abuse	93-95
30	New Job	95-96

147
9/12/14

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<u>ARTICLE</u>	<u>CLAUSES</u>	<u>PAGE NUMBER</u>
31	Pay Equity	96
32	Cost of Living Allowance	96-97
33	Technological Change	97
34	Union Committee Meeting	97-98
35	Contract Printing	98
36	Credit Union/United Way/Canada Savings Bond	99
37	Letters of Agreement	99
38	Labour/Management Meetings	99
39	Term of Agreement	100
	Letters of Agreement	101-104
	Job Classifications - Peterborough	105-109
	Job Classifications - Kitchener	110-112
	Wage Rate Increases	113
	Peterborough Flowchart "A"	114
	Kitchener Flowchart "A"	115
	Clerical/Salaried Bargaining Unit Flowchart - Peterborough	116
	Schedule "A" - Peterborough and Kitchener Skilled Trades Flowchart	117
	Skilled Trades	118-141

Pebra Inc. ("Pebra") and the Union have a Collective Agreement which expires on September 30, 1999 ("the Collective Agreement"). JPE Inc. or a subsidiary of P E Inc. ("JPE") wishes to acquire the business of Pebra pursuant to a purchase of certain assets and/or a purchase of shares, as shall be determined by P E. In order to proceed with completion of the acquisition of the business of Pebra, JPE requires some revisions to the Collective Agreement. The Union and the employees of Pebra want JPE to purchase the business of Pebra and are therefore prepared to agree to the following changes to the Collective Agreement and which changes will be effective on, but only on, the date on which JPE completes the acquisition of the business of Pebra to JPE's satisfaction:

- (1) Article 27.01 - Add the following sentence: Employees absent from work due to illness, injury or while on Worker's Compensation benefits will have fringe benefit coverage for 36 months from their last day worked and not thereafter.
- (2) Article 13.07 - Delete - Pebra will provide letter of understanding stating that relief staff will be provided for the production worker classification in the Injection Moulding Department in Kitchener and the Production Worker classification in the Assembly Department at Peterborough on a flexible basis at the Company's discretion.
- (3) Letter of Understanding #11 - Change - Office and Clerical employees will receive the same weekly indemnity benefits other employees receive under Article 27 with the exception that Office and Clerical employees will be entitled to eight paid sick days during the term of this Collective Agreement. (Peterborough only, not Kitchener).

- (4) Skilled Trades Appendix - Article 16 - Delete - (except the last two paragraphs) Add: Skilled Trades will be rotated through the shifts as evenly as possible subject to training. Schedules will be posted eight (8) weeks in advance of each six (6) month schedule. Schedules are subject to change due to unexpected circumstances which fluctuations due to customer requirements. Note - The Company will post a six month schedule on Monday, November 25, 1996 on the expectation of the purchase by JPE of the business of Pebra. This schedule will cover the first six months of 1997.
- (5) Article 32.01 -COLA - current COLA is \$.92/hr - increase current wage rate to incorporate \$.92/hr COLA and delete existing 32.01 and suspend all further COLA increases until October 1, 2000. One time payment in lieu of COLA of \$520.00 will be paid to each employee actively working as of or within 30 days prior to October 1, 1999, which will not be added to base wage rates. ADD new Article 32.01 as follows;

Effective October 1, 2000 COLA will recommence. The base for this purpose shall be the CPI index for May, 2000. COLA adjustments, commencing October 1, 2000 will be determined by comparing the average index for the previous applicable three month period to the base described above, payable on a quarterly basis. The formula provides a one (1) cent adjustment for each 0.125 change in the average Consumers Index (1981 = 100). The COLA adjustment will be folded into the base wage 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.

- (6) Add new Article 26.04 Subject to 26.03 all **new employees** hired **after** the purchase of Pebra by **JPE** employed in the Production Worker, Material Handler (Peterborough only), Janitor or Cleaner classifications will be paid **\$1.50 less** than the rate set out in the Collective Agreement and will be **increased** by **\$.50** per hour upon their anniversary date of hire until the individual receives the **full** Collective Agreement rate.

- (7) **39.01 - Term - The three year Collective Agreement** is extended until September 30, 2000 with an hourly increase of **\$0.15** on October 1, 1999. Pebra agrees that no current employee presently on layoff will be terminated pursuant to Article 11.04(e) prior to September 30, 2000.

- (8) In the event that Pebra closes its Kitchener operation, Pebra agrees to join with the Union in requesting financial **assistance** from the provincial and federal governments to facilitate a labour adjustment program. Pebra will contribute \$25,000 to the **Labour** Adjustment Program. Pebra will provide until the plant closes **access** to our office a desk, chair, computer, photocopy machine and restricted fax and telephone. Pebra will allow **employees** who are to be laid off reasonable unpaid time off upon providing reasonable notice to attend job interviews. Pebra will discuss adjustment **program** problems with the Union.

- (9) In the event that Pebra announces the ~~total~~ closure of its Kitchener Plant during the term of the Collective Agreement or its extension, all employees will be entitled ~~to one week~~ of severance pay per ~~year~~ of service to a maximum of 26 weeks, subject to the provisions of the ~~current~~ Employment ~~Standards Act~~ whether or not the employee has 5 years of service. Pebra will continue giving benefit coverage for the month following the month of layoff.

Pebra and the Union agree that should JPE not purchase the business of Pebra and/or if the terms of the said purchase do not include the maintenance and continuation of the existing pension plan for the unionized workers of Pebra, including maintenance of the assets and liabilities of that pension plan, this Memorandum of Agreement is of no force or effect. However, to prepare for the purchase of the business of Pebra, Pebra and the Union agree to sign a document in the form of a Collective Agreement by November 25, 1996 and which document will be held strictly in escrow by Counsel for Pebra and Counsel for the Union pending the completion of the sale of the business of Pebra to JPE and will come into full force and effect as a Collective Agreement, also binding the purchaser of Pebra on the date of the said acquisition. JPE and Pebra agree to notify the Union, in writing, forthwith upon the completion of the acquisition.

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 **cooperate** 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 JPE Canada 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 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 on 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 (a) The Employer will recognize a Plant Committee and a Plant Committee Chairperson in both Kitchener and Peterborough. The Peterborough Committee shall consist of ~~three~~ (3) persons on days, three (3) persons on afternoons and one (1) person on midnights. If at anytime 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 his/her 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 one (1) person on days, one (1) person on afternoons and one (1) person on midnight's. The Skilled Trades will have one (1) Committeeperson in Peterborough and one (1) in Kitchener.

One (1) Committee person 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 additional Committee Persons, one of which could be a skilled tradesperson.)

If at anytime 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.

- 6.01(b) The Company **agrees** to pay employees directly for all preauthorized Union business, and the Union **agrees** to reimburse the Company within 30 days of being invoiced for same.
- 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 (7) Committeepersons for the purpose of renegotiating this Agreement. The Employer **agrees** to recognize a representative from the National Union **an/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(s)** 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(s) 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 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.

268
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- 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. In the event of such a layoff or classification reduction all contract layoff provisions will be applied to the Committeeperson but they will maintain their area of representation (zone).
- 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 provided that all such activities are conducted during 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 settlement of grievances. Subject to the limitations that probationary employees shall not be allowed to grieve or refer to arbitration any matter relating to discharge unless discharge ~~is~~ enacted in an arbitrary ~~manner~~ or in bad faith or contrary to Article 7 any complaint between an employee and the Company ~~arising from~~ the interpretation or alleged violation of this Agreement shall be considered ~~as~~ a grievance and shall be dealt with ~~as~~ speedily and effectively ~~as~~ possible with the following procedures.

~~An~~ employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall first take the matter up ~~with~~ his/her Superintendent/Manager, ~~through~~ his/her Committee person.

Such a complaint shall be brought to the attention of the immediate Superintendent/Manager within two (2) working days of the time when the incident given rise to the complaint became known or ought reasonably to have become known to the employee. The Superintendent/Manager shall respond orally by the end of the next working day following oral notification to the superintendent/Manager. If the Superintendent/Manager's response is not satisfactory to the Union, the grievance shall then be submitted in writing to the Superintendent/Manager by the Committee person not later than the second working day following the day provided for the Superintendent/Manager's oral response. The Superintendent/Manager shall have until the end of the third day following receipt of the written grievance, to provide a written response to the grievance.

Step II

If the decision of the Superintendent/Manager is not satisfactory to the Union, the Union may appeal in writing to the Human Resources Manager within five (5) working days of the Superintendent/Manager's decision. Thereupon the grievance shall be placed upon an agenda for consideration at a conference between the Human Resources Manager, Assistant General Manager and the Grievance Committee which shall be held within thirty (30) calendar days of the Superintendent/manager's decision. Management's decision on the grievance shall be given in writing within five (5) working days following the conference and if the decision is not satisfactory to the Union the grievance may be submitted to arbitration.

- 8.02 (a) The agenda for the conference provided in Step II above shall be supplied by the Chairperson to Human Resources Manager at least forty-eight (48) hours before the conference at which the appeals thereon are listed for discussion.

(b) The time limits ~~foreseen at~~ the various ~~steps~~ of the grievance procedure may be extended by mutual ~~consent~~, in writing, by ~~both~~ the Company and the Union.

8.03 Policy Grievance

The Union or the Employer may initiate a grievance beginning at Step II of the Grievance Procedure. such a grievance shall be ~~filed~~ within ~~ten~~ (10) working days of the incident giving rise to the complaint and be in the form described in Step I. ~~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 directly 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.

8.05 Group Grievance

A ~~series~~ of identical individual grievances may be dealt with as a ~~group~~ grievance commencing at Step I of the Grievance Procedure.

Article 9 - Discipline

- 9.01 **An** employee who is discharged or suspended shall **be** given a reasonable opportunity to interview his/her ~~Committee~~ person 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 II 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. 9
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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 2 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~~ provide 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.

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11.02 A newly hired employee shall serve a probationary period of forty (40) work days or 320 hours worked within a twelve (12) 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 layoff 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.

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- 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 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 will, 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 layoff is anticipated, the Employer will meet to inform the Union as far in advance as is practical. 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. The Employer will notify the Plant Chairperson first of all pending layoffs.

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 effected 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 leadhand or relief operator within the ~~same~~ Flowchart jobgroup.
- (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 loose their ~~rights~~ to their former classification.

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- (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.

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12.03 (a) Employees shall be recalled from lay-off in order of seniority provided that they have the skill, ability and **Qualifications** to perform the required work efficiently.

- (b) **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 will ~~be~~ recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period, ~~as~~ outlined. **An employee to whom a registered letter is sent** in accordance with this Article must contact the Personnel Department within three (3) 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 will be extended to ten (10) working days notice where the Employee 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 displaces an employee temporarily recalled from layoff, the Employer will ~~be~~ under no obligation to provide notice of layoff or pay in lieu thereof to the employees so displaced.

(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):

- ✓ 2(f)
- 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 refer 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 (3) months.

12.07 (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 Article 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 ~~twenty~~ **four** 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 am. 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.

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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 and shall only be available to employees who are moving laterally or upgrading. 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 ~~as~~ will the other employees who filled the backup vacancies. 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.

(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 JPE will provide letter of understanding stating that relief staff will be provided for the production worker classification in the Injection Moulding Department in Kitchener and the Production Worker classification in the Assembly Department at Peterborough on a flexible basis at the Company's discretion

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 Plant #1 and one (1) glass and lock bulletin board in Plant #2 for the purpose of posting notices relating to the Union's legitimate business. The office in Peterborough shall have one (1) glassed bulletin board, 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.

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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.

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15.02 Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980 c.137 and amendments the ~~Any female~~ employee who has completed the probation ~~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 (father), one day
- c) change of residence maximum **once** per twelve month period of time **(1)** 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 employers shall grant a Union leave of absence without pay for employees to a maximum of ninety (90) working days or seven hundred and twenty (720) hours ~~total for~~ each plant for hours spent outside the plant. Such a leave of absence must be requested by the Union in writing as far in advance as possible, but at least five (5) days prior in the case of a Union conference or convention. The extent to which such leave of absence will be granted in any one (1) year or ~~at~~ any one (1) time will be determined by the Employer based upon the requirements of operations. Such requests shall not be unreasonably denied. The referenced 720 hours above does not include the hours of the Union President as part of her duties.
- 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 (2) cents per all hours worked on a quarterly basis to the Union for the employees paid education leave fund.

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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 as in force on January 1st, 1996. 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" priority within each and every organization activity and will therefore promote measures to assure the health and safety of all employees.

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2. Joint Health, Safety and Environment Committees

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

The Peterborough Committees will consist of three (3) members from the bargaining unit for Plant #1 and two (2) members from the bargaining unit for Plant #2, and the Kitchener Committee will consist of three (3) members from the bargaining unit, with the Company having an equal number of members on each Committee.

Each of the Joint Health, Safety and Environment Committees will have certified 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 responsibility 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 meeting.
- 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 supplies.
- 7) Participate or perform air sampling within the Work Environment as required as a result of a concern or as legislated 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 facilities to inspect the physical condition of the workplace once per month ~~as~~ scheduled by each Health and Safety Committee,

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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;

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e) Review and analyse 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.

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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** (2) 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 minimum of eight (8) 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 classroom instruction.

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) JPE will implement a Health, Safety & 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

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follow-up system to make the Company aware of safety issues and allow appropriate time for corrective action.

The Health, **Safety &** Environment 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 (2) 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 (1) **minute** of silence will be observed in memory of those persons who have died in industrial accidents. The Company will lower the **flag to half** mast.

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.

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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 ninety (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 JPE Canada Inc. have prepared a hot-weather plan to ensure that workers **are** protected **from** excessive heat exposure.

Stage 1 -

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 and 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 re-emphasized 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, confined 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 Worker's 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. Emergency Response Team

a) Purpose:

With the establishment of the Emergency Response Team (ERT) P E Canada 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 JPE 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:
Day Shift- three (3) members
Afternoon Shift- two (2) members
Midnight Shift - 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 than 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 during this period. 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** and the Union Co-chair person representative 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, 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 ~~them~~ 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.

20. Modified Work Program

Policy Statement

It is the policy of JPE Canada 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 co-operate fully in meeting this policy.

JPE Canada 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, JPE Canada 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 out injured employees 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 employee's 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.

JPE Canada 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 P E Canada 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. Health & **Safety** Co-chairperson
- Union person from the J.H.S.C. and
- One (1) Modified Worker Representative and
- Three (3) Management Representatives

In Kitchener

- C.A.W. Health and Safety Co-Chairperson
- Union person from the J.H.S.C. and
- One (1) Modified Worker Representative and
- Three (3) Management Representatives

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 restriction. 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:

Department:

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:

To the Attending Physician:

Re: Employee Name

Date of Injury

JPE Canada 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,
JPE CANADA INC.

MODIFIED DUTIES DETERMINATION SHEET

Employee: _____ Date: _____
Physician: _____ Telephone: _____
Signature: _____ Seniority: _____

IS COMPLETE RETURN APPROPRIATE?

1. _____ may return to his/her normal work.
Yes { } No { }
 2. _____ may return to modified duties.
Yes { } No { }
- _____ If the answer is yes, the employee's physical condition or limitation is:
3. Prognosis (how long expected off full duties)

EMPLOYEE PERFORMANCE LIMITATIONS

Details of Restriction: _____ Review _____
(Max. 1 month)

- Standing
- Sitting
- ~~walking~~
- Bending
- _____
- Lifting
- Other

21. Workers' Compensation

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

22. 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 JPE Information System.

23. Prescription Safety Glasses

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

24. 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 (1) day's vacation per complete month of employment to a maximum of two (2) weeks vacation with pay equal to four (4) percent of the employee's total earnings in the previous year;
- b) completed one (1) year or more of continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks vacation with pay equal to four (4) percent of the amount of the employee's total earnings in the previous year.
- c) completed five (5) years or more of continuous service but less than ten (10) years of continuous service with the Employer shall receive three (3) weeks vacation with pay equal to six (6) percent of the amount of the employee's total earnings in the previous year.
- d) completed ten (10) years or more of continuous service with the Employer shall receive four (4) weeks vacation with pay equal to eight (8) percent of the amount of the employee's total earnings in the previous year.
- e) completed fifteen (15) years or more of continuous service with the Employer shall receive five (5) weeks vacation with pay equal to ten (10) percent of the amount of the employee's total earnings in the previous year.

✓ 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 six (6) percent and will have their vacation percentage switched to six (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~~ four (4) percent until January 1, 1994 and at six (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. Effective July 1, 1998, the previous year's vacation pay will be included in the term "total earnings" for all employees who have completed five (5) years or more of continuous service as per Article 17.01 (C) (D) (E).

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) Employees 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 requested 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 two (2) and three (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/her 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 shut down 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>	<u>4th Year</u>
Dec. 23/96	Dec. 24/97	Dec. 24/98	Dec. 24/99
Dec. 24/96	Dec. 25/97	Dec. 25/98	Dec. 21/99
Dec. 25/96	Dec. 26/97	Dec. 28/98	Dec. 28/99
Dec. 26/96	Dec. 29/97	Dec. 29/98	Dec. 29/99
Dec. 21/96	Dec. 30/97	Dec. 30/98	Dec. 30/99
Dec. 30/96	Dec. 31/97	Dec. 31/98	Dec. 31/99
Dec. 31/96	Jan. 1/98	Jan. 1/99	
Jan. 1/97	Jan. 2/98		

Handwritten notes: 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1

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.

37
210

34
40 1/2

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 am.	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 (1) shift and two (2) 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.

226

(b) For a three (3) shift operation, the following conditions will apply. A paid lunch period of twenty (20) minutes and two (2) paid fifteen (15) minute break periods, one (1) before lunch and one (1) 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~~ employeescheduled 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 unavoidably 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 is not reasonablypractical.
- 19.06 All employees shall be ~~granted a five (5) minute~~ wash-up period ~~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.

- 19.07 **A Shift:** Preference vacancy will be posted **only** in those situations where there is a sufficient number of employees on a particular job classification but an insufficient number of employees on 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.

For example only

If a job vacancy comes open on the day shift and there is one or more employees with a recall right to that job vacancy, the Company will post a twenty-four (24) hour shift preference posting allowing **more** senior employees already on **that job** classification to post to the more preferable shift. If this **happens**, then the most senior employee with a recall right will be appointed to the resulting vacancy. This procedure will only apply to recall situations and not to normal circumstances where there is a job vacancy and there are no employee(s) with recall **rights**. **This does** not apply to the General Production worker job classification grouping as these job classifications do not have recall **rights**.

- 19.08 If any Employee above the lowest classification in Flowchart "A" in Peterborough and Kitchener posts for a job in the same classification, it will be **treated as** a "shift preference" and Article 13.03 will not apply. However, it is **agreed** that the

original posting date to that job classification will have a six (6) month job bidding restriction to another job classification.

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 regularly 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.

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Overtime Required Outside the Normal Work Week

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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 w o k then the most junior employee(s) on **the** same shift who normally performed the work will be required to do the work.

(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
 @) 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.

ALL EMPLOYEES TO HAVE THEIR HOURS PUT TO ZERO ON OCTOBER 1, 1996.

(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 standpoint of both the Employee and the Company, this letter sets forth the policies that govern overtime operations in this Company.

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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 as 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/she** 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 forth-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 beyond the scheduled shift.

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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

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Article 22 - Bereavement Leave

- 22.01 In case of death in the mediate 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, father-in-law and grandchild.
 - (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.

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

Article 23 • Reporting Pay

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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.

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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 .
- 26.04 Subject to 26.03 all **new** employees hired after the purchase of JPE by JPE employed in the production Worker, Material Handler (Peterborough only), **Janitor** or Cleaner classifications will be paid \$1.50 less than the rate set out in the Collective Agreement and will be increased by \$.50 per hour upon their anniversary date of hue until the individual receives the full Collective Agreement rate.

Article 27 - Fringe Benefits

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The Employer shall provide and pay, on behalf of each employee who **has** completed his/her 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

aforesaid group insurance plans unless their spouse is insured elsewhere. Employees absent from work due to illness, injury or while on Worker's Compensation benefits will have fringe benefit coverage for 36 months from their last day worked and not thereafter.

- 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.

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27.05 **Pension Plan**

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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.

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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 are being processed.

27.07 The Company will provide a .35 cents 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:

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- 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.

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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 kilometre. 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 substance 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 within 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

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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 COLA - current COLA is **\$.92/hr** - increase current wage rate to incorporate \$.92/hr COLA and delete existing **32.01** and suspend all **further** COLA increases until October 1, 2000. *One* time payment in lieu of COLA of **\$520.00** will be paid to each employee actively working **as** of or within 30 days prior to October 1, 1999, which will not be added to base wage rates. ADD new Article **32.01** **as** follows;

Effective October 1, 2000 COLA will recommence. The base for this purpose shall be the CPI index for May, 2000. COLA adjustments, commencing October 1, 2000 will be determined by comparing the average index for the previous applicable three month period to the base described above, payable on a quarterly basis. The formula provides a one (1) cent adjustment for each 0.125 change in the average Consumers Index (1981 = 100). The COLA adjustment will be folded into the base wage 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.

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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:

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- (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 **as 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

- 35.01 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**

- 36.01 a) 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 employees 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

- 38.01 The parties agree to continue their practice of quarterly Labour/Management meetings. The persons attending such meetings shall suffer no loss of regular pay.

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Article 39 - Term of Agreement

39.01 These terms and conditions will apply on the first Monday following ratification of this Collective Agreement, and for the duration of the new Collective Agreement to run from October 1, 1996 to September 30, 1999 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.

The three year Collective Agreement is extended until September 30, 2000, with an hourly increase of \$0.15 on October 1, 1999. JPE agrees that no current employee presently on layoff will be terminated pursuant to Article 11.04(e) prior to September 30, 2000.

Dated at Toronto this 20 day of February 1996

For the employer

CW Muscareo
Allen Hunter

For the Union

Alvin Baker
Ron Jovaitis
Harold Jabott
Howard Duffly
Bill Stuchey
Michael Smith
John Hearn
Sam G. Reist
Franka Smith
Robert S. Munro

Letters of Agreement

Letter #1 Punch Clocks

The Company ~~agrees~~ to provide ~~three~~ (3) 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.

Letter #2 - Flex Time - Peterborough

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

Letter #3 - 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. Summer hours ~~as defined as~~ "starting each scheduled shift (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 #4 - Refrigerator and Microwave

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

Letter #5 - Punch Out During Wash-Up

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 employees 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 (15) minutes to have a shower at the end of the shift. This privilege will only be granted to those who use the shower facilities.

Letter #6 - Benefit Package

The Company agrees that the Benefit Package in existence on September 27, 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 #7 - 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 #8 - Salary Continuation

Office and Clerical employees will receive the same weekly indemnity benefits other employees receive under Article 27 with the exception that Office and Clerical employees will be entitled to eight (8) paid sick days during the term of this Collective Agreement. (Peterborough only, not Kitchener).

Letter #9 - Cart Maintenance

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.

Letter #10

The Employer will make available to the Union in Kitchener and Peterborough an office with ~~locked~~ filing cabinets, a desk and ~~three~~ chairs. A telephone will be provided and paid for by the Employer. If the phone use is abused, the Employer can discontinue paying for same. The ~~offices will~~ be available 45 days from the signing of this Collective Agreement.

Letter #11

In the event that JPE closes its Kitchener operation, P E *agrees* to join with the Union in requesting financial assistance ~~from~~ the provincial and federal governments to facilitate a labour adjustment program. JPE will contribute \$25,000 to the Labour Adjustment Program. JPE will provide until the plant closes access to our office a desk, chair, computer, photocopy machine and restricted fax and telephone. P E will allow employees who ~~are~~ to be laid off reasonable unpaid time off upon providing reasonable notice to attend job interviews. JPE will discuss adjustment program problems with the Union.

Letter #12

In the event that P E announces the total closure of its Kitchener Plant during the term of the Collective Agreement or its extension, all employees will be entitled to one (1) ~~week~~ of severance pay per year of service to a maximum of 26 weeks, subject to the provisions of the current *Employment Standards Act* whether or not the employee has 5 years of service. JPE will continue giving benefit coverage for the month following the month of layoff.

Job Classification - Peterborough

Class	Dept/Class	Jul 29/96 Rate	Oct 1/97 Rate	Oct 1/98 Rate	Oct 1/99 Rate
Assembly Dept					
20-001	Production Worker i.e. Machine Operator Packing Person Final Assembly Inspection/Packer	12.53	12.65	12.77	12.92
20-002	Material Handler	12.53	12.65	12.77	12.92
Injection Moulding Department					
30-001	Set-up	16.08 17.08-lyr	16.20 17.20-lyr	16.32 17.32-lyr	16.47 17.47-lyr
30-002	Production i.e. Machine Operator, Injection Moulding Operator, Inspection	12.53	12.65	12.77	12.92
30-003	Material Handler	12.53	12.65	12.77	12.92
R-RIM Department					
40-001	Moulder	14.13	14.25	14.37	14.52
40-002	Process Technician	17.08	17.20	17.32	17.47
40-003	Production i.e. Sander, Trimmer, Inspection/Filling	12.53	12.65	12.77	12.92
40-004	Material Handler	12.53	12.65	12.77	12.92
40-005	Set-up	16.08 17.08-lyr	16.20 17.20-lyr	16.32 17.32-lyr	16.47 17.47-lyr

Job Classification Peterborough - Continued

Class	Dept/Class	Jul 29/96 Rate	Oct 1/97 Rate	Oct 1/98 Rate	Oct 1/99 Rate
Paint Department					
45-001	Paint Set-Up	16.08 17.08-1yr	16.20 17.20-1yr	16.32 17.32-1yr	16.47 17.47-1yr
45-002	Paint Touch-Up	14.38	14.50	14.62	14.77
45-003	Paint Kitchen	15.08	15.20	15.32	15.47
45-004	Production Worker ie. Load/Unload, Inspection, Rework/Sand, Mask/Demask/Touch-up	12.53	12.65	12.77	12.92
45-005	Material Handler	12.53	12.65	12.77	12.92
45-006	Paint Line Chemical Monitor	16.08	16.20	16.32	16.47
45-007	Cart Maintenance	12.58	12.70	12.82	12.97
Shipping & Receiving					
60-001	Shipper/Receiver	14.13	14.25	14.37	14.52
60-002	Material Handler	12.53	12.65	12.77	12.92
60-003	Driver/Cleaner	13.13	13.25	13.37	13.52

Job Classification- Peterborough (continued)

Class	Dept/Class	Jul 29/96 Rate	Oct 1/97 Rate	Oct 1/98 Rate	Oct 1/99 Rate
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Inspection Department

70-001	Lab Technician	13.88 14.88-1yr	14.00 15.00-1yr	14.12 15.12-1yr	14.27 15.27-1yr
70-002	Quality Auditor	13.38 14.38-1yr	13.50 14.50-1yr	13.62 14.62-1yr	13.77 14.77-1yr
70-003	Q.A. Techn Ass.	14.38	14.50	14.62	14.77

July 29/96 - Add .21 cents
 October 1/97 - Add .12 cents
 October 1/98 - Add .12 cents
 October 1/99 - Add .15 cents

Relief Person Premium is .25 cents per hour above Regular Rate
 Lead-Hand Premium is \$1.00 per hour above Regular Rate

Job Classification Peterborough - Cont'd.

Class	Dept/Class	Jul 29/96 Rate	Oct 1/97 Rate	Oct 1/98 Rate	Oct 1/99 Rate
<u>Maintenance Department</u>					
55-001	Electrician/Elect.	21.68	21.85	22.02	22.17
55-002	Machine Repair/ Millwright	21.68	21.85	22.02	22.17
55-003	Labourer	12.58	12.70	12.82	12.97
55-004	Janitor	12.53	12.65	12.77	12.92
57-001	Mouldmaker	21.68	21.85	22.02	22.17
57-002	Tool & Die Maker	21.68	21.85	22.02	22.17

Skilled Trades Employees only

July 29/96 - Add .26 cents
 October 1/97 - Add .17 cents
 October 1/98 - Add .17 cents
 October 1/99 - Add .15 cents

July 29/96 - Add .21 cents
 October 1/97 - Add .12 cents
 October 1/98 - Add .12 cents
 October 1/99 - Add .15 cents

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

Job Classification - Peterborough - Office Union

Class	Dept/Class	Jul 29/96 Rate	Oct 1/97 Rate	Oct 1/98 Rate	Oct 1/99 Rate
Office Union					
	Computer System Analyst	16.98	17.10	17.22	17.37
	Material Control Clerk	(16.08)	(16.20)	(16.32)	(16.47)
	Maintenance Stores Clerk	13.13	13.25	13.37	13.52
	Payroll and Benefit Clerk	13.13	13.25	13.37	13.52
	Accounts Payable Clerk	13.13	13.25	13.37	13.52
	Secretary	13.13	13.25	13.37	13.52
	purchasing Clerk	13.13	13.25	13.37	13.52
	Inventory Control Clerk	13.13	13.25	13.37	13.52
	Shipping/Receiving Clerk	13.13	13.25	13.37	13.52
	Data Entry Clerk	13.13	13.25	13.37	13.52
	Receptionist	13.13	13.25	13.37	13.52

() - 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.

July 29/96 - Add .21 cents

October 1/97 - Add .12 cents

October 1/98 - Add .12 cents

October 1/99 - Add .15 cents

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Job Classification - Kitchener

Class	Dept/Class	Jul 29/96 Rate	Oct 1/97 Rate	Oct 1/98 Rate	Oct 1/99 Rate
<u>Production Department</u>					
	Roll Form Techn. Set-Up	18.63	18.75	18.87	19.02
	Stamping/Roll Form S/U	16.08 17.08-1yr	16.20 17.20-1yr	16.32 17.32-1yr	16.47 17.47-1yr
	Roll Cut-off Stacker	13.48	13.60	13.72	13.87
	Glue Line Operator	14.03	14.15	14.27	14.42
	Injection Moulding Set-up	16.08 17.08-1yr	16.20 17.20-1yr	16.32 17.32-1yr	16.47 17.47-1yr
	Powder Person	14.13	14.25	14.37	14.52
	Production Worker	12.98	13.10	13.22	13.37

i.e. Press Operator, Injection Moulding Operator, Saw Operator
 Inspection/Packer, Trimmer, Packaging Person, Cleaner

July 29/96 - Add .21 cents
 October 1/97 - Add .12 cents
 October 1/98 - Add .12 cents
 October 1/99 - Add .15 cents

Relief Person Premium is 25 cents per hour above Regular Rate
 Lead-Hand Premium is \$1.00 per hour above Regular Rate

Job Classification - Kitchener (cont'd)

Class	Dept/Class	Jul 29/96 Rate	Oct 1/97 Rate	Oct 1/98 Rate	Oct 1/99 Rate
<u>Quality Control Department</u>					
	Lab Technician	14.78	14.90	15.02	15.17
	Quality Auditor	14.28	14.40	14.52	14.67

	Shipper/Receiver/Mat'l	14.13	14.25	14.37	14.52
	Driver	(14.98)	(15.10)	(15.22)	(15.37)

() - 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.

July 29/96 - Add .21 cents
 October 1/97 - Add .12 cents
 October 1/98 - Add .12 cents
 October 1/99 - Add .15 cents

Relief Person Premium is 25 cents per hour above Regular Rate
 Lead-Hand Premium is \$1.00 per hour above Regular Rate

Job Classification - Kitchener (cont'd)

Class	Dept/Class	Jul 29/96 Rate	Oct 1/97 Rate	Oct 1/98 Rate	Oct 1/99 Rate
Skilled Trades					
	Electrician/Electronic	21.68	21.85	22.02	22.17
	Machine Repair/Millwright	21.68	21.85	22.02	22.17
	Janitor	12.98	13.10	13.22	13.37
	Mouldmaker	21.68	21.85	22.02	22.17
	Tool & Die Maker	21.68	21.85	22.02	22.17

Skilled Trades Employees only

July 29/96 - Add .26 cents

October 1/97 - Add .17 cents

October 1/98 - Add .17 cents

July 29/96 - Add .21 cents

October 1/97 - Add .12 cents

October 1/98 - Add .12 cents

October 1/99 - Add .15 cents

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

WAGE RATE INCREASES

The Parties agree to the following increases:

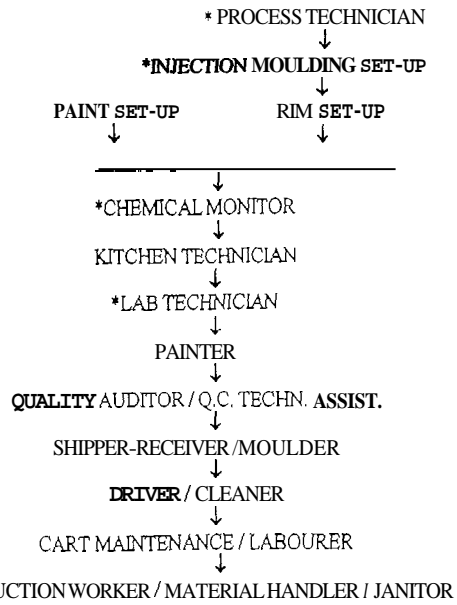
1. For all classifications other than skilled trades:
A twenty-one (21) cent increase on July 29, 1996

For skilled trades:
A twenty-six (26) cent increase on July 29, 1996
2. For all classifications other than skilled trades:
A twelve (12) cent increase on October 1, 1997

For skilled trades:
A seventeen (17) cent increase on October 1, 1997
3. For all classifications other than skilled trades:
A twelve (12) cent increase on October 1, 1998

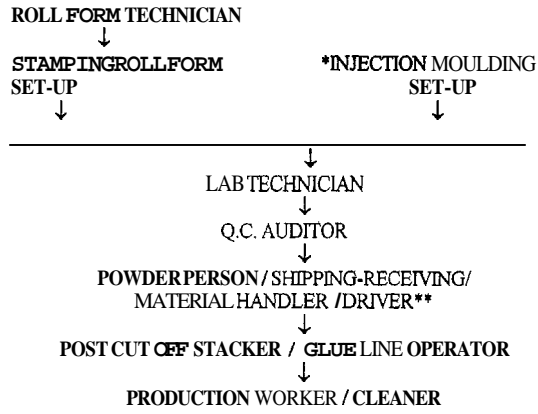
For skilled trades:
A seventeen (17) cent increase on October 1, 1998
4. For all classifications:
A fifteen (15) cent increase on October 1, 1999

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.

KITCHENER FLOWCHART "A"

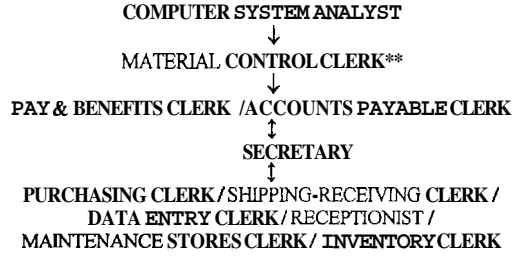


**** RED CIRCLED -** will maintain rate for the life of this Collective Agreement, plus any negotiated increments. Subsequent employee(s) hired, posted or bumped into a former red circle position will be paid the lowest wage in that Flowchart Group.

* Injection Moulding Set-up cannot be bumped by any other classifications. If there are no qualified employees, the Company reserves the right to hire.

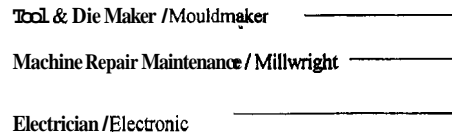
If three (3) Injection Moulding Set-up are hired, the Company will train the next required position pursuant to Article 13 of the Collective Agreement.

**CLERICAL/SALARIED BARGAINING UNIT
FLOWCHART (PETERBOROUGH ONLY)**



**** RED CIRCLED -** will maintain rate for the LE 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 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 JPE CANADA 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** Journeyperson's **Card**, or
- 3) has acquired eight (8) years' ~~trade-related~~ experience ~~and/or~~ trade-related formal training and can prove same,

b) SUPPLEMENTALHELPER - The ~~term~~ "Supplemental Helper" means ~~any~~ person ho has been temporarily transferred or hired to assist Journeyperson's to supplement ~~the work~~ force of a Skilled Trade.

ARTICLE 3 - EMPLOYMENT

- a) Employment in a Skilled Trade shall be limited ~~to~~ Journeyperson's and Apprentices except when the provision of Article 3(b) and (c) will apply.
- b) Supplemental Helpers may be employed to assist Journeyperson's in a Skilled Trade for temporary periods up to thirty (30) days provided, however, that if ~~Journeyperson~~ are unavailable, the temporary period referred to above may be extended for 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

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

A newly hired probationary Journeyman shall acquire seniority rights in a Skilled Trade consistent with the provisions of Section 1.00 of the Collective Agreement.

If a probationary Journeyman 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 Journeymen 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 Journey person 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.

(1)

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 Transportation General 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 JPE Canada Inc.
- 2) The ~~term~~ "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace and Transportation General 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 Journeyperson 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 Journeyperson established by these standards is maintained.
- j) **RATIO** - The ratio of apprentice to Journeyperson shall not exceed one(1) apprentice to each four (4) Journeyperson 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.
- 1) **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 Journeyman's wage rate
2nd 1,000 hours - not less than 70% of the Journeyman's wage rate
3rd 1,000 hours - not less than 75% of the Journeyman's wage rate
4th 1,000 hours - not less than 80% of the Journeyman's wage rate
5th 1,000 hours - not less than 85% of the Journeyman's wage rate
6th 1,000 hours - not less than 90% of the Journeyman's wage rate
7th 1,000 hours - not less than 95% of the Journeyman's wage rate
8th 1,000 hours - not less than 95% of the Journeyman'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.

Apprentice 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)** Journey person 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 his 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 (4) 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 for 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 Transportation
General 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 - SUPPLEMENTAL HELPERS

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 a 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 Trades 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 displace the most junior employee in a production Group in accordance with the Lay-off and Recall Provision 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 Journeyman 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. of the Collective Agreement. Should such employee be laid **off** from production and rehired into a Skilled Trade **as** a probationary Journeyman, 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 Journeyman 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 Journeyman 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

Overtime in a Skilled Trade overtime sharing group 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 Journeyperson, secondly to the Apprentice in such overtime sharing group and thirdly, to supplemental employees in such overtime sharing group.

ARTICLE 12 - PERMANENT TRANSFER

- a) Should an employee in one Skilled Trade, possessing Journeyperson 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 Journeyperson 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 Journeyperson in a Skilled Trade will have priority transfer rights to another Skilled Trade within the 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