

**COLLECTIVE  
AGREEMENT**

**BETWEEN**



**Eaton Yale Limited  
Suspension Division**

**AND**



The International Union  
United Automobile,  
Aerospace and Agricultural  
Implement Workers of  
America (UAW-CLC) Local # 251

Dated June 1, 1993 - June 1, 1997

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## **PREAMBLE**

1. This agreement, dated June 1, 1993, is made and entered into between EATON YALE LTD., SUSPENSION DIVISION, WALLACEBURG, ONTARIO, (hereinafter called "The Company") and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, (UAW-CLC) and its Local 251, (hereinafter called "The Union").

## **RECOGNITION- EXCLUSIONS**

2. The company recognizes the Union for the duration of this Agreement as the sole bargaining agent for all employees in its plant in Wallaceburg, Ontario, save and except supervisors, persons above the rank of supervisors, and office staff, and it is mutually agreed and understood that the bargaining unit does not include direct representatives of management such as: superintendents, timekeepers, engineering and metallurgical personnel and nurses.

3. The Company will negotiate with the Union for the purpose of adjusting any disputes which may arise concerning wages, hours and working conditions.

4. The Union agrees that Local 251, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW-CLC) is a branch thereof, chartered by and in good standing with it, and acknowledges its responsibility to the Company for the acts of the Local, its officers, agents and representatives pertaining to this Agreement or branch thereof, as fully as though such acts were its own acts.

## **UNION SECURITY**

5. As a condition of employment, all employees covered by this Agreement shall, at the expiration of their plant probationary period, become members of the Union, and shall remain members of the Union during the term of this Agreement, to the extent of paying an initiation fee and the monthly membership dues uniformly required of all Union members as a condition of acquiring or retaining membership in the Union.

## **CHECK-OFF**

6. The Company will deduct union dues, initiation fees and assessments, on a monthly basis, from any hourly rated employee who has worked or been compensated for forty (40) hours in any one (1) month, or as required by the U.A.W. constitution.

## **RESERVATIONS TO MANAGEMENT**

7. The Union recognizes the right of the Company to operate and manage its business in all respects, except where specifically abridged, delegated, or granted by this Agreement.

## **REPRESENTATION**

8. Union shall be represented by a Shop Committee composed of not more than five (5) members, who must be on the seniority list of the plant and members of the Bargaining Unit. The five (5) members of the Shop Committee shall be assigned to the day shift. One (1) member of the Committee shall be elected plantwide as Chairperson. Committee persons shall function as specifically provided in the Grievance Procedure.

9. The Plant will be divided into four (4) distinct geographical zones, with one (1) Committee person elected from each zone. The Committee person must work in the zone in which he is elected. Zone 1 will be the Assembly, and Autophoretic Area. Zone 2 will be the Forge and Heat Treat Departments. Zone 3 will be the Miscellaneous Department. Zone 4 will be the Skilled Trades Area of the plant.

10. (a) Employees on the second (2nd) and the third (3rd) shift may be represented by one (1) Steward for each occupied area defined below. A Committee person shall function in his area as specifically provided in Step I of the Grievance Procedure. The Plant Committee shall function as specifically provided in Step II and Step III of the Grievance Procedure.

(b) Steward's area of representation on the second (2nd) and third (3rd) shift shall be Forge, Camber, Assembly, Autophoretic (Stress and Ionoclad), Miscellaneous and Skilled Trades

Departments.

11. Time lost adjusting grievances during regular straight time working hours by members of the Shop Committee and Stewards in accordance with the Grievance Procedure will be paid by the Company. This applies through and including Step III of the Grievance Procedure. Overtime will be paid when requested by the Company.

12. (a) No Committeeperson or Steward may leave his work area without first obtaining permission from his foreman. Such permission shall not be withheld.

(b) Probationary employees have the right to Union representation.

All new hires (full and temporary) will be given a Union orientation programme before starting employment.

#### **GRIEVANCE PROCEDURE**

13. It is understood that should any difference arise between the Company or the Union or any of its employees, as to the meaning and application of any of the provisions of this Agreement, or should any local trouble of any kind arise in the plant, there shall be no interruption of operations by any employee or groups of employees for any reason whatsoever. Grievances shall be handled in the following manner, and grievance meetings between the parties will be in accordance with the Grievance Procedure.

##### **Step I**

14. Any employee or Union representative with a complaint shall present such complaint to his supervisor. The employee may request the supervisor to call the Steward or the Committeeperson. Such request will be granted without undue delay. If there is no steward of that area for discussion of the specific grievance, a Steward or Committeeperson shall be offered from another area of representation. If a settlement is not reached, the grievance shall be reduced in writing in triplicate on forms provided by the Company, signed by the employee and/or above representative and presented to the supervisor who will

give his written answer within two (2) full working days and return the original copy to the above representative.

**Step II**

15. If a settlement is not reached in Step I the grievance may be presented by a Committee person for appeal to the Human Resources Manager or his delegated representative. The Human Resources Manager, or his delegated representative, will provide a written answer to the grievance within two (2) full working days, or if necessary, the grievance will be discussed at a scheduled meeting with the Plant Committee. In such event, a written disposition will be given within two (2) full working days from the date of such meeting.

**Step III**

16. (a) If a settlement is not reached in Step II, the Union may request a final meeting with the Company in an attempt to resolve the dispute within ten (10) days or three (3) weeks if outside representation is required. At such meeting, the Local Committee may be accompanied by an International representative of the Union, and/or the President of the Local Union, and the Company may have in attendance a representative from other than local plant management. A written disposition will be given within seven (7) working days of the date of such meeting.

(b) All policy grievances and dismissals would automatically begin at Step III of the Grievance Procedure.

**Step IV**

17. (a) If a settlement is not reached at Step III, the Union may request that the grievance be submitted to arbitration, in which event they shall make such request in writing within five (5) working days after the disposition of Step III. The arbitrator shall, within ten (10) days from the date of receipt of the notice of appeal, be selected by mutual agreement between the Company and the Union. In event of failure to agree, the Company and the Union shall submit a joint request to the Minister of Labour of the Province of Ontario to furnish a panel of five (5) qualified and available arbitrators. Upon receipt of the panel names, representatives of the Company and the Union shall meet and proceed to select the arbitrator. Failing a mutual

selection, the parties shall each, beginning with the Union, strike alternately, one (1) name at a time, two (2) names from the panel. The one (1) then remaining name shall be the arbitrator, and such selection shall be final and binding upon the Company and the Union. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. The arbitrator shall be empowered to make a decision in cases of alleged improper disciplinary action with discretion to modify the penalty. Each of the parties hereto shall bear one-half the expenses of the arbitrator and the share shall be paid direct to the arbitrator.

(b) Arbitrators shall be selected through the Ministry of Labour in accordance with Labour Relations Act, Chapter 228, Article 44 and Article 45.

#### **GRIEVANCE TIME LIMITS**

18. Grievances not appealed from one step to another within two (2) working days through Step II, and five (5) working days between Step II and Step III, or Step III and Step IV, shall be considered as having been adjusted to the satisfaction of the employee and the Union, and shall not be eligible for further appeal. The time limits referred to above, as well as time limits referred to in the Grievance Procedure, may be extended by mutual agreement. Grievances not answered by the Company between Step I and Step II within the required time may be appealed to the next step by the Union. Grievances not answered by the Company within the required time from Step I through Step IV shall be considered as having been resolved in favour of the employee and the Union.

19. No grievance shall be considered the alleged circumstances of which originated or occurred more than five (5) working days prior to its first presentation as a written grievance, except that any claim for back wages shall not be valid for a period prior to the date the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, in



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which case the claim shall be limited retroactively to a period of sixty (60) days prior to the date the claim was first filed in writing.

#### **STRIKES AND STOPPAGES**

20. During the continuance of this Agreement the Union agrees it will not counsel or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slowdown in the plant or any curtailment of work or restriction of or interference with production of the Company, and the Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket the Company's plant or premises.

21. The Company reserves the right to discipline any employee who violates any provision of this section. The Company agrees that during the continuance of this Agreement it will not cause or sanction a lockout.

22. In the event of a strike or other interference with the Company's operations not properly authorized as herein defined, and within twenty-four (24) hours after receipt of written notice from the Company of such violation, the Union will disclaim the violation to the Company in writing and will advise the employees in violation to cease the violation and follow the terms of this Agreement.

#### **DISCIPLINARY ACTION**

23. The maintenance of responsible behaviour is essential to the satisfactory operation of the plant and the Company reserves the right to counsel for a just cause, up to and including discharge. The Company and the Union agree to continue their cooperative effort to resolve problems through counselling on an individual case basis to a point where suspension or dismissal is necessary.

An employee will be offered Union Representation in all recorded counselling or disciplinary situations. In the event an employee has required no formal counselling or disciplinary

action for the same or similar offence for a period of one (1) year, or any shorter period agreed to by the parties on an individual case basis, his record will be cleared. An employee may request in writing a record clearing at any time by mutual agreement.

#### **ACQUIRING SENIORITY**

24. An employee shall be temporary and on probation until he has acquired seniority. The retention of a probationary employee shall be at the discretion of the Company and there shall be no responsibility for the re-employment of a probationary employee who is laid off or terminated for just cause.

25. An employees shall acquire seniority by working forty-five (45) days during a period of twelve (12) consecutive months from date of hire.

The employee's seniority date shall revert back to the original date of hire.

Those employees with the same starting date will be placed on the seniority list alphabetically.

#### **SENIORITY LISTS**

26. The Company will post a plant seniority list on the main bulletin board. This list will be revised every three (3) months. At the time the plant list is revised, a copy of the list will be given to the Plant Chairperson.

#### **LOSS OF SENIORITY**

27. Seniority shall be forfeited if an employee:

- (a) Quits;
- (b) Is discharged and such discharge is not reversed through the Grievance Procedure;
- (c) Is absent three (3) consecutive working days without furnishing a justifiable reason to management, unless the employee can clearly prove it was impossible to notify the Company;

(d) Fails to return to work within five (5) working days after notice of recall to work to his last address on record with the Company, unless a justifiable reason is furnished to management or the employee can clearly prove it was impossible to notify the Company;

(e) Fails to report to work on the first day following the expiration of a leave of absence unless a justifiable reason is given, or the employee can clearly prove it was impossible to notify the Company;

(f) Is laid off for a continuous period equal to the seniority he has acquired at the time of such lay off or for one (1) year whichever is longer;

(g) Is on an approved sick leave of absence for a continuous period equal to the seniority he has acquired at the time of such sick leave or for one (1) year whichever is longer. Exceptions may be made to Article 27 (g) on an individual case basis where the medical evidence indicates that an employee would be able to return to regular duties after completion of medical treatment.

#### **UNION SENIORITY**

28. The plant Committee persons shall head the seniority list during their term of office and shall resume their former standing on the seniority list upon termination of such office. However, this clause shall be used for layoff and recall only and shall not be used for transfer or overtime purposes. In the event overtime is worked and a Steward or Committee person is not scheduled the Union may appoint a Steward from the overtime crew as originally scheduled.

#### **TRANSFERS AND JOB ASSIGNMENTS**

29. The right to make job transfers within a wage classification and to make transfers between wage classifications is essential to the maintenance of efficiency, and is the sole responsibility of the Company. It is agreed, however, that the right to make transfers between wage classifications be subject to the following limitations:

(a) Job vacancies need not be posted in cases where the vacancy is expected to last for a period of thirty (30) days or less, unless such period is extended by mutual agreement.

(b) The junior employee in the department and shift able to perform the work shall be transferred plantwide and receive the higher rate or maintain his own rate of pay, whichever is greater.

(c) For replacement **jobs**, replacement employees will be used whenever possible.

(d) Labour Pool employees carry department seniority but within their own group.

(e) If there are employees on layoff from the classification, department and shift where the vacancy occurs, (but still within the plant) they shall be returned by seniority, as soon as practical provided they are able to perform the work, and shall receive the higher rate or maintain his own rate of pay, whichever is greater.

(f) The Company and the Union will work co-operatively to insure that all medical disqualifications and modified duties are handled in a proper and concise manner. The Company will have meetings with the employee and the Union as soon as practical in order to resolve the issues.

This is with the understanding that in some instances the employee may be returned to work prior to said meeting being held.

#### **JOB POSTING**

30. When permanent job vacancies occur or new **jobs** are created, employees on the active seniority roll will be given an opportunity to bid for such **jobs**. All jobs posted for bid will remain posted on the bulletin board for a period of seventy-two (72) hours, and will specify job classification, department, present shift arrangement and rate of the job vacancy.

31. Employees who bid must do so in writing to their foreman on duplicate forms provided for that purpose. The form will be signed by the foreman and the bidder. One (1) copy will be given

to the bidder as a receipt.

32. (a) An active employee may bid for a posted job vacancy. The Company will post the original opening, plus five (5) other vacancies, resulting from the original opening. Any designated job vacancy left open as a result of the original opening would also be posted.

Active employee for the purpose of job posting shall mean all employees on the seniority list. The following are excepted: Permanent Disability Workers' compensation, or LTD.

It is understood that any successful bidder not working, their freeze of six (6) months would begin the first day on the job.

(b) Anyone off work for any reason exclusive of layoff for fifteen (15) months, their job shall be posted. If they return to work they can return to their original classification seniority permitting.

(c) Selection of an employee to the vacancy shall be based on seniority.

(d) The Company will post the names of successful job bidders on the main bulletin boards and will give a copy of the completed posting to the Chairperson.

(e) An employee may not bid for a posted classification on which he has previously experienced a disqualification unless during the period between his disqualification and the next posting of the classification, he has acquired additional skills and experience which warrant consideration.

(f) Successful bidders will be frozen from bidding for a period of six (6) months, beginning on the date following the final day of posting unless changed by mutual consent and so noted on job posting. Time limits will be voided if an employee is laid off from his classification, or is bidding to a newly established classification, or is bidding for an apprenticeship opening, or is bidding for a postable steady day job, or is bidding for a skilled trades job.

33. Once an employee is awarded a bid, he will be placed on the job as soon as reasonably possible, and his seniority shall apply to the new classification in accordance with the terms of

this Agreement.

34. An employee awarded a bid and subsequently disqualified by the Company after a trial on the job will displace the junior employee within the plant, and shall be open to job bidding. In the event an employee is disqualified for any other reason than above, Article 32 (f), would apply.

35. When a steady day job becomes available within a classification and department and such requirement results in the addition of another employee to that classification, the steady day job will be posted. If no additional personnel are required the senior employee presently in the classification will be offered the day job. If an employee is a successful bidder or laid off to a classification with a steady day job, that employee has the right to the steady day job seniority permitting.

36. If there are no successful bidders to a posted vacancy, the Company *will* fill the job with the high seniority Labour Pool person. If a vacancy still exists, the Company will be free to fill such jobs.

#### **LAYOFF AND RECALL PROCEDURE**

37. For purposes of seniority application with respect to layoff and recall procedure, the plant shall be divided into the following departments:

Forge  
Camber  
Assembly  
Miscellaneous  
Maintenance (Skilled Trades)

#### **LAYOFF PROCEDURE**

38. In applying the layoff procedure, the Company will follow the Government Standards' requirement of notification.

(a) In the event of a reduction in force within a department, the employees with the least seniority will be removed from the classifications affected by the reduction.

(b) Employees affected by the application of paragraph (a) above will be assigned jobs, within the department, which they are capable of performing.

(c) Employees laid off from a department shall be the most junior employees within the department, unless junior employees are assigned to jobs that senior employees are not capable of performing in accordance with paragraph (b) above.

(d) Once an employee is laid off from his department, he will be eligible, seniority permitting, to displace the most junior employee working elsewhere in the plant provided he is capable of performing the work required. If he is not capable of performing the job occupied by the most junior employee, he will be assigned to the job occupied by the next most junior employee which he is capable of performing. If additional layoffs occur and other employees have been temporarily assigned to the classifications affected, plantwide seniority will govern who is removed from the classification. The same rules will apply departmentally.

(e) Training of Laid Off Employees:

In case of a reduction in force in-plant training will be provided to endeavour to retain the high seniority employees.

#### **TEMPORARY LAYOFFS**

39. The Company may temporarily layoff employees due to breakdown of equipment, shortage of material, temporary changes in schedules, and other holdups of like nature, and should this become necessary, the junior employee on the job classification within the department and shift affected may be laid off for a period not to exceed three (3) work days before the Company is obligated to apply paragraph (b), (c) and (d) of the layoff procedure.

#### **RECALL PROCEDURE**

40. Recalls from permanent plant layoff will be handled in the following manner. When an opening occurs in a specific classification an employee working in the department will first be recalled to his home classification on a seniority basis.

Second, an employee laid off from the department and working elsewhere, will be recalled to the vacancy on a seniority basis, provided he is capable of performing the work. Third, an employee laid off from active employment, will be recalled to the vacancy on a seniority basis, provided he is capable of performing the work.

(a) Employees who have telephones will be called by telephone. The Company will record the time, date and person receiving the call.

(b) Employees without a telephone will be notified of their return to work by registered mail.

(c) Employees shall notify the Company of any change of address and/or phone number within five (5) days, either by registered mail, or in person, at the Human Resources office, when they shall secure a receipt. An employee who does not return to work when called, due to this failure to comply with this section, shall forfeit his right to recall until an opening occurs, after he first reports.

#### **GENERAL**

41. An employee transferred to a job outside the bargaining unit but within the Wallaceburg operation after the signing date of this agreement shall at the end of one (1) year return to the bargaining unit only as a new hire.

42. Supervisory personnel shall not perform work which falls within the scope of the bargaining unit, except for training or extraordinary circumstances.

43. The Company will provide the Union with a list of factory supervisory personnel and their general area of responsibility.

44. The Company and the Union agree that the provisions of this Agreement shall apply to all employees without regard to race, colour, creed, sex, national origin, or marital status.

45. In the event of an employee suffering a major disability, exception may be made to the seniority provisions of this Agreement in favour of such employee by agreement between the Company and the Union.



## **INVENTORY**

46. The Company will notify the Union of its inventory staff seven (7) days in advance. Employees needed during inventory on their regular jobs will be required to work. In the event less than the full complement is required to work in any classification the method of assignment of employees working in that classification will be to solicit volunteers by seniority and if there are not sufficient volunteers, the junior employee(s) in that classification will be required to work. In the event Skilled Trades Helpers are required to work the method of assignment of employees working will be to solicit volunteers by seniority and if there are not sufficient volunteers, the junior employee(s) will be required to work. Beyond this group, additional employees will be offered inventory work on a voluntary basis, departmentally as needed on a seniority (including preferred seniority) basis, with the understanding that the needed number of employees by juniority, will be required to work.

47. Non-bargaining unit employees may perform any necessary inventory work.

## **SAFETY AND HEALTH**

48. (a) The Company recognizes its obligation to provide a safe working environment consistent with Safety and Health legislation of the Province of Ontario. The Company and Union agree to continue their present programme and to work cooperatively to make the facility as safe as possible for all employees.

(b) The Company agrees to provide all training as required by the legislation of the Province of Ontario or any amendments thereto for the inplant joint Health and Safety Committee. In addition training will be provided for the Health and Safety Alternates, and the appointed Safety Committee representative from the bargaining committee.

(c) The Joint Health and Safety Committee will be given a copy of all W.C.B. Form #7's (accident reports). The Joint Health and Safety Committee will perform investigations where necessary, of all lost time accidents, property damage and

nearmiss accidents and/or incidents in an effort to prevent their recurrence.

49. (a) The Company agrees to provide up to one (1) pair of prescription safety glasses per year for production employees (up to two (2) pairs per year for Skilled Trades employees) if required due to change in prescription or damage incurred in the performance of their assigned work.

(b) The Company agrees to establish a preferred supplier as selected by the two parties for the dispensing of prescription glasses. Any employee wishing to purchase elsewhere will be reimbursed up to a maximum of \$10.00 toward dispensing and fitting glasses upon presentation of a proper receipt.

(c) For employees that use non-prescription safety glasses, damaged safety glasses will be replaced upon presentation to the Company. For lost, stolen or misplaced non-prescription safety glasses, the Company will supply up to a maximum of one (1) per year per employee.

50. The Company will pay up to \$60.00 every twelve (12) months for the purchase of safety shoes for every seniority production employee. All seniority Skilled Trades employees will receive \$60.00 towards the purchase of safety shoes every eight (8) months. Payments as above will be made on presentation of their receipt.

The current practice of accrual will be continued for the term of this Agreement.

51. (a) Where the nature of the task assigned to an employee requires the use of special equipment or protective clothing, such equipment or clothing will be furnished by the Company at no cost to the employee, provided it is not of the type normally purchased by employees for their job.

(b) Two (2) pairs of coveralls, bib aprons and/or shop coats will be supplied for all set-up and utility classifications on a one time basis only.

If these coveralls, shop coats, or bib aprons are returned to the stockroom worn out they shall be replaced by the Company.

Replacement people for these same classifications **will** be able to draw coveralls, shop coats or bib aprons from the stockroom as required for that period of time and then returned.

#### MEDICAL CLAIMS REVIEW

**52. STEP 1** - if an employee objects to the Insurance Company's disposition of a claim, the objection must be filed in writing and submitted to the Human Resources Manager.

**STEP 2** - The Human Resources Manager **will** send a copy of the filed objection to the Insurance Administrator. The Administrator **will** review the matter and reply to the employee through the Human Resources Manager.

**STEP 3** - If the matter is **still** not resolved, a meeting will be scheduled normally within thirty (**30**) days, **unless** extended by mutual agreement, and will include the Insurance Administrator, a Union representative, and a representative of the Insurance Company who will issue a final disposition of the matter.

#### INJURY ALLOWANCE

53. (a) In case of an injury causing lost time, which is approved by the Medical Department, the employee involved will be paid for the balance of the shift on the day of injury, at his applicable rate of pay.

(b) Any employee who sustains an industrial injury, and has returned to work and leaves work for a portion of a day to obtain prescribed treatment for the injury, approved by the Company's Medical Department or by his own physician, will be paid his applicable rate for the time lost from his scheduled work day.

#### BULLETIN BOARDS

54. The Plant Committee may have use of bulletin boards in the plant, one at the front designated area and one in the back cafeteria. It is agreed that the use by the Committee of such bulletin boards shall be restricted to posting thereon of only such notices of Union activities and other Union materials which have received the approval of the Company, prior to

posting. The approval of the Company will not be withheld when subject matter of all such notices is restricted to employee recreational or social activities, notices of Union meetings, or notices of results of Union elections.

#### **CONFERENCES**

55. Conferences will be held at the request of either party.

#### **LEAVES OF ABSENCE**

56. When returning from a leave of absence, the employee must contact the Human Resources Department one (1) day prior to the expiration of his formal leave in order to minimize the delay in returning to work.

57. If the employee engages in other employment while on leave of absence without receiving consent from the Company, he will be considered as having voluntarily quit and shall be so notified.

58. Requests for leaves will be processed as follows:

(a) Industrial Injury: An industrial injury and/or occupational diseases incurred in the plant, occupational disability leave will be granted automatically and seniority will accumulate for the period of disability.

Any total temporary disability Compensation claimant would receive benefit coverage same as those on S&A to a maximum of twelve (12) months.

(b) Sickness and Accident: Sickness and accident leaves of absence will be granted for non-occupational sickness and accident when substantiated by satisfactory medical evidence and the employee's seniority will accumulate in accordance with the terms of this Agreement. The Company reserves the right to request a complete physical examination by a physician selected by the Company before granting or extending the leave and before permitting the employee to return to work.

In the event there is a disagreement between the employer's physician and the employee's physician regarding the medical

evidence presented at the time of return from injury or illness the question shall be submitted to a third physician selected by the two parties. The medical opinion of the third physician will be binding to both parties. The expenses of the third physician will be paid by the Company.

The Company will continue current practice of paying doctor's fee and mileage.

(c) Personal Leaves: Requests for personal leaves for acceptable reasons may be made to the employee's supervisor on a form provided. Such leaves will be granted if approved by the Company.

The employee shall gain seniority for the month following the month of said leave.

Extensions may be granted for compassionate reasons.

(d) Union Leaves: A seniority employee who is elected or appointed to a full time position with the Union shall upon application in writing by the Union to the Human Resources Manager, be granted a leave of absence for one (1) year. Upon similar application by the Union made within the period of such leave, the Company will grant an extension thereof on similar terms. Upon three (3) days written notice, where possible, from the local Union leaves of absence shall be granted for up to five (5) employees for a period not to exceed ten (10) working days for purposes of attending Union conferences and conventions. Requests in excess of the above limits to attend conferences and conventions will be reviewed by management based on operating conditions.

(e) Pregnancy Leave: Pregnancy leaves of absence will be granted in compliance with the Employment Standards Act.

(f) Parental and adoption leaves of absence will be granted in compliance with Bill C-21 U/A 57 (13) Ontario Bill 14 or as amended.

## **PRODUCTIVITY**

59. The Company agrees that in establishing the standard of

a fair day's work, it will do so on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operation, and the reasonable working capacities of normal operators. The Company reserves the right to alter a fair day's work standard in the event of a change in any feature of a job or job sequence. The Union shall have the right to question a fair day's work standard through the established grievance procedure.

60. The establishment of production standards and methods and means of establishing such standards are the function of management. When a finalized standard is established, upon its finalization a copy shall be given to the Union.

61. The Company and the Union recognize that job security and continuous improvement depend upon constantly improving product quality. To achieve this, the parties will encourage people to contribute their ideas for job and process improvements and the Company in turn, will review its ideas for major improvements and equipment changes with the Union and the people who could implement these changes.

62. It is recognized and agreed by the Union that the Company is entitled to a day's work for a day's pay.

#### **HOURS OF WORK AND OVERTIME**

63. The Company shall have the right to continue present and establish future starting and quitting times and lunch periods. The Committee Chairperson shall be notified two (2) days in advance of such changes.

64. The normal shift hours on three (3) continuing shifts for production and service operations shall be: 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m.; with a 20-minute paid lunch period. The normal shift hours for other than three (3) shift operations, will be: 7:00 a.m. to 3:30 p.m.; 3:30 p.m. to 12:00 a.m.; 10:30 p.m. to 7:00 a.m. with a 30-minute unpaid lunch period. Employees assigned to two (2) or three (3) shift operations will rotate every two (2) weeks. The normal three (3) shift rotation will be days to midnights to afternoons.

65. For the purpose of computing overtime pay, the normal work week will not start before 11:00 p.m. Sunday night, the normal working day is eight (8) hours and the normal working week is forty (40) hours.

#### **VOLUNTARY OVERTIME**

66. The Company and the Union recognize the need for overtime schedules beyond the normal work week for good business purposes and will work together in trust of the fact that the voluntary concept will help the needs of the employees and not impede the needs of the plant.

It is understood that this voluntary concept of overtime does not relieve the obligations of an employee who accepts such overtime to work the full period of the scheduled overtime.

67. The right to decline overtime work may be exercised only by each employee acting separately and individually, without collusion, conspiracy, or agreement with, or the influence of, any other employee or employees of the Union. Violation by an employee(s) of this section shall subject him to discipline.

68. It is further understood that in emergency situations, discussed by the parties, overtime may be required. The distribution of overtime work will continue to be in accordance with past letters of understanding between the parties unless mutually revised.

69. It is also recognized that there are unique overtime requirements in the Skilled Trades Department upon which the plant is dependant. In certain situations, certain employees may have to perform overtime work. This will be done in line with the voluntary overtime concept.

70. Time and one-half will be paid for:

- (a) Time worked in excess of eight (8) hours in one (1) day.
- (b) Time worked in excess of forty (40) hours in one (1) week.
- (c) Time worked on Saturday.

71. Double time will be paid for:

- (a) Time worked on Sunday.
- (b) Time worked on contractual holidays.
- (c) Time worked in excess of eleven (11) hours in anyone (1) work day, Monday through Friday.
- (d) Time worked in excess of eight (8) hours on Saturday.

72. If the overtime required is not scheduled by noon Thursday, those employees who refuse to work will not be charged. Those who work will be charged.

73. The Company will equalize overtime among employees within the same classification, shift and department. Overtime will be distributed in accordance with the applicable letter of understanding.

74. (a) In the event an employee is overlooked in equalization, he will head the list for the next scheduled Saturday and Sunday within his classification, shift and department. Where an employee or his Union representative has brought the oversight to the attention of the supervisor and the employee concerned is again overlooked, the Company agrees to reimburse the employee for the time of the work period involved in the second oversight.

(b) If the supervisor is notified before the overtime is worked and does not correct it, the employee entitled to work shall be paid the same as had he worked.

#### **REST PERIODS**

75. (a) The Company will provide one (1) ten (10) minute rest period during the first half of an employee's shift, and one (1) ten (10) minute rest period during the second half of an employee's shift. The time of such rest periods shall be determined by the Company.

(b) In the event an employee is scheduled to work ninety (90) or more minutes overtime, at the end of his regular shift, he will be given one (1) ten (10) minute rest period. In addition if a scheduled break falls within his work period the employee



would be entitled to said break.

#### NEW CLASSIFICATIONS

76. In the event the Company establishes a new classification not included in the Appendix 'A' of this Agreement, the Committee Chairperson will be notified of the assigned rate of pay and job content within fifteen (15) days of the establishment of the classification. Such assigned rate of pay shall be subject to review with the Shop Committee within thirty (30) days of notification. In the event of a dispute arising as to the rate or job write-up, it may be referred to Step III of the Grievance Procedure.

#### WAGES

77. (a) A list of job classifications and corresponding straight time hourly rates is attached as Appendix 'A' of this Agreement and shall become effective June 1, 1993.

(b) Effective May 31, 1993, the straight time hourly rates for each classification will be increased by fifteen (15) cents per hour.

(c) Effective Nov. 29, 1993, the straight time hourly rates for each classification will be increased by fifteen (15) cents per hour.

(d) Effective May 30, 1994, the straight time hourly rates for each classification, will be increased by ten (10) cents per hour.

(e) Effective Nov. 28, 1994, the straight time hourly rate for each classification, will be increased by fifteen (15) cents per hour.

(f) Effective May 29, 1995, the straight time hourly rate for each classification will be increased by ten (10) cents per hour.

(g) Effective Nov. 27, 1995, the straight time hourly rate for each classification will be increased by fifteen (15) cents per hour.

(h) Effective June 3, 1996, the straight time hourly rate for

each classification will be increased by fifteen (15) cents per hour.

(i) Effective Dec. 2, 1996, the straight time hourly rate for each classification will be increased by fifteen (15) cents per hour.

(j) For the purpose of student hiring (summer employment), the rate to be paid will be seventy percent (70%) of the rate posted in Appendix "A" of the effected classification.

(k) The Company agrees to pay all employees on a weekly basis as follows:

- (1) Day and Afternoon shifts on Thursdays
- (2) Midnight shift on Fridays
- (3) In the event of a contractual holiday falling on a Friday, cheques shall be issued one day in advance.

(l) Employees temporarily transferred shall receive the rate of their regular classification or the rate of classification to which they are transferred, whichever is higher. Employees reassigned for other than temporary transfer shall receive the rate of the job to which they are assigned. All hourly rate changes shall become effective at the start of the first full shift following the transfer.

#### **LEAD HAND**

78. Temporary lead hands will be elected each September by the employees from amongst the group to be led. Before any lead hand could be used for more than thirty (30) days the Company and the Union will meet and discuss the extension. The extension may be granted by mutual agreement.

There may be exceptions where the lead hands may be required for a period longer than thirty (30) days, i.e. foreman on sick leave, vacation periods, or leaves of absences, where the temporary lead hand is used to cover this for that period of time.

#### **REPORTING PAY**

79. (a) Any employee called to work or permitted to come to work without having been properly notified that there will be no

work shall receive a minimum of four (4) hours pay at the rate he would have earned had he worked. This provision shall not apply when such lack of work is due to a labour dispute, or other causes beyond the control of the Company.

(b) All employees who show up for work and are asked to stay by the Company shall be paid a minimum four (4) hours at the applicable rate.

#### **CALL-IN PAY**

80. If an employee has left the plant and is called back to take care of an emergency and such hours do not extend into his normal shift, he will receive a minimum of four (4) hours pay. Such employee will be assigned only to emergency work or other essential work on his own classification.

In the event that a portion of the emergency four (4) hours extends into his regular shift, he will be paid for such portion at the premium rate.

#### **NIGHT SHIFT PREMIUM**

81. An employee assigned to the second shift will receive thirty-three (33) cents per hour in addition to his regular rate and an employee assigned to the third shift shall receive thirty-three (33) cents per hour in addition to his regular rate.

82. For the purpose of night shift premium, any shift where the major portion of hours fall between 4:00 p.m. and 12:00 midnight, shall be considered second shift. Any shift where the major portion of hours fall between 12:00 midnight and 8:00 a.m. shall be considered third shift.

#### **HOLIDAY PAY**

83. Each employee will be paid eight (8) hours pay at his regular straight time hourly rate (exclusive of shift and overtime premium) for the following statutory holidays:

The **First Year** of the Agreement:

Canada Day - July 2, 1993

Civic Day - August 2, 1993  
Labour Day - September 6, 1993  
Thanksgiving Day - October 11, 1993  
Christmas Shutdown - December 23, 24, 27, 28, 29, 30, 31, 1993  
January 3, 1994  
Heritage Day - February 21, 1994  
Good Friday - April 1, 1994  
Victoria Day - May 23, 1994

The Second Year of the Agreement:

Canada Day - July 1, 1994  
Civic Day - August 1, 1994  
Labour Day - September 5, 1994  
Thanksgiving Day - October 10, 1994  
Christmas Shutdown - December 23, 26, 27, 28, 29, 30, 1994  
January 2, 3, 1995  
Heritage Day - February 20, 1995  
Good Friday - April 14, 1995  
Victoria Day - May 22, 1995

The Third Year of the Agreement:

Canada Day - June 30, 1995  
Civic Day - August 7, 1995  
Labour Day - September 4, 1995  
Thanksgiving Day - October 9, 1995  
Christmas Shutdown - December 22, 25, 26, 27, 28, 29, 1995  
January 1, 2, 1996  
Heritage Day - February 19, 1996  
Good Friday - April 5, 1996  
Victoria Day - May 20, 1996

The Fourth Year of the Agreement:

Canada Day - July 1, 1996  
Civic Day - August 5, 1996  
Labour Day - September 2, 1996  
Thanksgiving Day - October 14, 1996  
Christmas Shutdown - December 23, 24, 25, 26, 27, 30, 31, 1996  
January 1, 1997  
Heritage Day - February 17, 1997

Good Friday - March 28, 1997

Victoria Day - May 19, 1997

provided he meets all of the following eligibility requirements:

(a) The employee must have attained seniority as of the date of the holiday.

(b) Employees with the necessary seniority who have been laid off in reduction of force or who have gone on sick leave within twenty (20) days prior to the holiday shall receive pay for such holiday.

(c) When an employee is on approved leave of absence or had been laid off in a reduction of force, and returns to work following the holiday but during the week in which the holiday falls or the next scheduled day after the holiday, he shall be eligible for pay for that holiday.

(d) If a holiday occurs during an employee's vacation period he will be given an additional vacation day at the holiday pay rate.

#### **VACATION PAY**

**84.** Each employee as of June 30 will be eligible for a vacation allowance based on a percentage of his earnings including impropshare from the pay period ending on the date nearest June 1 of the preceding year to the pay period ending on the date nearest to May 31, as follows:

(a) Less than one (1) year seniority as of June 30, four (4) percent of earnings. (No vacation time entitlement.)

(b) One (1) but less than three (3) years seniority as of June 30, four (4) percent of earnings or eighty (80) hours pay, at his straight time hourly rate, whichever is greater (two (2) weeks vacation time).

(c) Three (3) but less than five (5) years seniority as of June 30, five (5) percent of earnings or eighty (80) hours pay at his straight time hourly rate, whichever is greater (two (2) weeks vacation time).

(d) Five (5) but less than ten (10) years seniority as of June

30, six (6) percent of earnings or one hundred and twenty (120) hours pay at his straight time hourly rate, whichever is greater (three (3) weeks vacation time).

(e) Ten (10) but less than twenty (20) years seniority as of June 30, eight (8) percent of earnings or one hundred and sixty (160) hours pay at his straight time hourly rate, whichever is greater (four (4) weeks vacation time).

(f) Twenty (20) years or over as of June 30 - ten (10) percent of earnings or two hundred (200) hours pay, at his straight time hourly rate, whichever is greater (five (5) weeks vacation time).

(g) Employees with any vacation entitlement may request up to five (5) days of this entitlement on short notice (less than one (1) week) as a paid personal absence. This request must be approved by the employee's immediate supervisor. The employee will be paid for these vacation days only during the week they were taken. This amount will then be deducted from his year-end vacation pay entitlement.

(h) The Company will encourage all employees to take their vacation entitlement.

(i) In order to qualify for guarantee hours the employee must work or be compensated for a minimum of six hundred (600) hours.

**85.** The Company may close the plant or any part thereof for vacation purposes. The starting date and length of vacation shutdown will be posted on the bulletin boards as soon as possible in advance of the shutdown. However, if such shutdown is impractical, every reasonable effort will be made to schedule time off for vacation purposes in keeping with the employees' desire, requirements of customers and the operating conditions of the plant. In scheduling time off for such purposes, the Company will give preference to the wishes of employees in order of seniority requirements.

The Company will make every effort to schedule vacation shutdown and individual employee vacations during the months of July and August. The Company will discuss possible vacation schedule arrangements with the Union no later than April 15th of each year.

#### **BEREAVEMENT PAY**

86. When a death occurs in his/her immediate family (current spouse) parent or step-parent, parent or step-parent of current spouse, grandparent or grandparent of current spouse, brother or step-brother, or brother or step-brother of current spouse, sister or step-sister, or sister or step-sister of current spouse, or brother-in-law, or sister-in-law, child or step-child, grandchild, an employee on request will be excused for any three (3) regularly scheduled days of work, (or fewer days as the employee may be absent) during the three (3) days (excluding Saturdays and Sundays) or in the case of seven (7) day operations, excluding regular days off, immediately following the death providing he attends the funeral.

In the case of current spouse, or child, the employee's request will be extended for an additional two (2) days.

The requirement to attend the funeral shall be deemed to be met if the employee attends a specific memorial service, whether or not the remains of the deceased is physically present at the service. Where the employee cannot attend the funeral he/she shall upon request be granted one (1) day compassionate leave.

For the purpose of current spouse clarification, you must notify the Human Resources office as to whom your current spouse is, to qualify for bereavement benefits, otherwise the person that you are legally married to will be considered your current spouse.

After making written application therefore the employee shall receive pay for any scheduled hours of work up to eight (8) hours per day for which he is excused (excluding Saturdays and Sundays). Payment shall be made at the employee's regular straight time hourly rate on last day worked exclusive of all premiums.

#### **JURY DUTY AND WITNESS PAY**

87. Jury Duty and witness pay will be provided in accordance with the following provisions:

The Company agrees to make up the difference between the jury duty and witness pay and an employee's normal straight time pay, exclusive of the night shift premium, for straight time hours he would have worked when such an employee is called for jury duty, or has been subpoenaed in a court of law.

#### TECHNOLOGICAL CHANGE

88. Where the Company introduces technological changes or automates its plant processes and such changes affect the content of jobs held by bargaining unit personnel, the Company agrees to fill such new or changed jobs with bargaining unit personnel and accordingly to sponsor or carry out such training as may be required to enable employees to fill such jobs.

#### GROUP INSURANCE

89. For employees actively at work on June 1, 1992, (or upon return to work if later), life insurance will be \$23,000.00.

Accidental death and dismemberment (double indemnity) insurance coverage will take effect and be covered in the Employee's Insurance Handbook June 1, 1992, (as above).

For retirements commencing on or after May 29, 1989, the Company will provide paid-up life insurances of \$5,000.00.

Effective January 1, 1993 (or upon return to work if later), the weekly S&A benefit will be \$426.00 per week or the UIA rate then in effect whichever is greater. Thereafter, the UIA rate will be maintained as provided in paragraph 61(c) of the Unemployment Insurance Act, and shall not fall below the current rate of \$426.00 per week or the UIA rate in effect in January 1993 whichever is greater, for the duration of this Collective Agreement.

#### LONG TERM DISABILITY PLAN

90. The Company will provide long term disability insurance for eligible continuing disability claims. The employee must exhaust S&A benefits and be wholly and continuously unable to perform any work, except for certain rehabilitation situations.



The LTD benefit will be the same amount as the S&A benefit reducible by any retirement or disability benefits for which the employee is eligible and any governmental disability and/or age benefit for which the employee is eligible. Such benefit is payable until no longer eligible, or age 65, whichever occurs first.

#### **HOSPITAL-SURGICAL-MEDICAL**

91. The Company will provide hospital-surgical-medical benefits including the Green Shield or equivalent plan for prescription drugs in accordance with the terms and conditions of the plan in effect immediately prior to May 31, 1993, and such benefits shall remain in effect for the term of this Collective Agreement.

92. Hospital and medical benefits shall be provided on the basis of ward accommodations under OHIP and supplemental unlimited semi-private accommodations under Green Shield or equivalent plan.

93. (a) The Green Shield or equivalent plan for prescription drugs sponsored by the Ontario Hospital Association, will be provided for the employee, employee's spouse, and all unmarried, unemployed children up to the age of twenty-one (21) years. (35 cents (\$.35) co-pay).

(b) For employees actively at work on May 31, 1993, (or upon return to work if later), and with any dental claims commencing on or after May 31, 1993, the Company will apply the Ontario Dental Association's 1991 Fee Guide for General Practitioners ODA, Green Shield 8J or equivalent plan providing certain periodontal and endodontic services, with no maximum. Dentures at fifty percent (50%) with a one thousand dollar (\$1,000.00) lifetime maximum orthodontic at fifty percent (50%) for all employees, employee spouses and dependent children under twenty-one (21) years of age.

(c) For employees actively at work on January 1, 1994, (or upon return to work, if later), and with any dental claims commencing on or after January 1, 1994, the Company will

apply the Ontario Dental Association's 1992 Fee Guide for General Practitioners ODA Green Shield 8J or equivalent plan.

(d) For employees actively at work on January 1, 1995, (or upon return to work, if later), and with any dental claims commencing on or after January 1, 1995, the Company will apply the Ontario Dental Association's 1993 Fee Guide for General Practitioners ODA Green Shield 8J or equivalent plan.

(e) For employees actively at work on January 1, 1996, (or upon return to work, if later), and with any dental claims commencing on or after January 1, 1996, the Company will apply the Ontario Dental Association's 1994 Fee Guide for General Practitioners ODA Green Shield 8J or equivalent plan.

(f) For employees actively at work on January 1, 1997, (or upon return to work, if later), and with any dental claims commencing on or after January 1, 1997, the Company will apply the Ontario Dental Association's 1995 Fee Guide for General Practitioners ODA Green Shield 8J or equivalent.

(g) Effective June 1, 1993, a Vision Care Programme will be provided through Green Shield or equivalent on the basis of one hundred dollars (\$100.00) maximum every twenty-four (24) month period, covering each family member for the following items: lenses, frames, contact lenses. Fitting and dispensing costs to be paid for by Company. The benefit may also be used for charges incurred to repair existing glasses (frames and/or lenses). Eyeglasses must be purchased and repairs made for your use or the use of a recognized dependent. The coverage is not transferable.

(h) Effective June 1, 1993, Out of Province coverage through Green Shield or equivalent plan will be provided for employee, employee's spouse, and all unmarried unemployed children up to the age of twenty-one (21) years. (This coverage will be the same as was in the Blue Cross Deluxe Travel Plan.)

In the case of a death of a covered employee, the Company will continue coverage for all dependents of that employee for a period of three (3) months following the month the death occurred.

In the case of a death of an employee who is continuing his/her coverage on a self pay basis through the Company plan, the same opportunity will be made available for continued coverage of the employee's dependents on a self pay basis three (3) months following the month the death occurred.

#### **PAID PERSONAL SICK DAYS, ATTENDANCE INCENTIVE**

94. In order to encourage perfect attendance and provide employee's payment for short term illness not covered by S&A benefits (such as waiting days, approved sick days off) the Company will provide all regular employees with the opportunity to earn a maximum of six (6) paid personal sick days through perfect attendance.

Employees who work all available scheduled hours Monday through Friday five (5) days, forty (40) hours plus any overtime volunteered for, shall be given one-half (1/2) day credit for each month after any two (2) consecutive months that they qualify for perfect attendance and any one (1) month thereafter.

For the purpose of qualifying as above the following are excepted:

- (a) Vacation Time Off
- (b) Jury Duty, Witness Duty
- (c) Bereavement Leave
- (d) Paid Holidays
- (e) Company Business Out of Plant
- (f) Union leaves (other than full time)
- (g) Short Work Week - S.U.B.
- (h) Laid Off Full Shift or Current Practice of Injury Allowance

Each December employees that have not used up their accrued days would receive payment in lieu of days earned. This cheque would be issued the second pay period each December at the applicable S&A rate of pay.

#### **SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN**

95. The Company agrees to continue the current supplemental unemployment benefit agreement amended to provide two (2) tiers:

1. Over one (1) year up to ten (10) years
2. Over ten (10) years

Current funding formula to remain in effect, as outlined in the Employee Pension, S.U.B. and Insurance Handbook.

#### **PENSION PLAN**

96. The Company agrees to continue the current pension plan agreement with surviving spouse's option with changes as outlined in Employee Pension, S.U.B. and Insurance Handbook.

#### **COST OF LIVING ALLOWANCE**

97. A cost of living allowance will be determined in the manner and to the extent hereinafter set forth in accordance with changes in the Consumer Price Index published by the Dominion Bureau of Statistics (All items: 1971 equal 100). One cent (1¢) for each 0.35 movement of the index. (Inoperative for the duration of Agreement).

#### **PREFERENTIAL HIRING**

98. Should there be a layoff or shutdown at either plant, the employees affected by such shutdown or layoff would be hired at the other plant, by seniority, with full benefits, pension and vacation rights, before any hiring is done from the outside.

There would be no transfer of seniority between plants in regards to layoff or shutdown.

In case of plant shutdown the Company would maintain the employees required for the shutdown.

If the plant that remains open is in a hiring position, all employees hired from the other plant would be placed on the seniority list in the same order that they were on the seniority list of the plant they came from regardless of the date of transfer.

The employees on layoff will have a one-time option to accept hiring at the other plant.

## SKILLED TRADES

99. All employees classified in the Skilled Trades Department are subject to all the provisions of the Collective Agreement except as specifically provided in the Skilled Trades section.

(a) The Skilled Trades Department shall be composed of the following occupational groups:

Electrician  
Industrial Millwright

(b) The term journeyman as used in this section shall mean any person who:

- (1) is a seniority employee working within the journeyman classification as of, or prior to the effective date of this Agreement, or
- (2) has satisfactorily completed a bona fide apprenticeship of three and one-half (3½) to four (4) years or eight thousand (8,000) hours, and has a certificate to substantiate his claim of such apprenticeship service or
- (3) has had eight (8) years of practical experience in a Skilled Trades classification in which he claims journeyman designation and can prove same. A.U.A.W. journeyman's card will be considered as evidence of such experience.
- (4) Pertinent information of a non-confidential nature regarding this section will be made available to the skilled trades representative if there is any question concerning a newly hired journeyman as to his status.

(c) In the event of a reduction in force in the Skilled Trades Department, employees will be laid off **from** their respective groups in accordance with the following procedure:

- (1) Skilled Trades Helpers,
- (2) Probationary employees,
- (3) The most junior employee within the classification.
- (4) Recalls will be in the reverse order of layoff.

(d) When an emergency situation arises (eg. machinery

break down) the Company may appoint helpers to work with skilled tradesmen, provided they have the ability and adaptable skills to do the job required.

Any job task that would last for any period less than eight (8) hours, the utility classification on the job would be used. Any work over eight (8) hours would be discussed with the Skilled Trades representative prior to being implemented.

In the event of overtime or shutdowns, the Company would draw from the list by seniority and ability for specific job tasks such as welding, Eyes, Rolls, Shotblast, etc. for helpers to work with skilled tradesmen then revert back to the utility classification.

A list of people to be used as Skilled Trades Helpers shall be posted each November for the term of the Collective Agreement.

For summer or Christmas shutdown a ratio of up to three (3) helpers may be utilized to work with a journeyman. Any ratio beyond this will be discussed with the Skilled Trades representative.

(e) Skilled Trades seniority date shall be date of entry into the Skilled Trades classification in which a person is employed. Such seniority shall not be applicable to production departments.

(f) In the event the Company establishes a new classification and it is mutually agreed that such classification is a bona fide apprenticeship trade (International U.A.W.), that classification shall be included in this section of the Agreement.

(g) When a job in a Skilled Trades classification, as listed is discontinued or eliminated the following procedure will apply. Such employee will exercise his Skilled Trades seniority for the purpose of displacing the junior employee in a Skilled Trades classification or trade for which he is qualified or shall exercise all his Company seniority in accordance with paragraph (d) of the Layoff Procedure.

(h) Should a Skilled Trades employee become medically unfit, both the Company and the Union will cooperate in

endeavouring to place such an employee on a job he is capable of performing taking his total seniority with him.

(i) If it is necessary for the Company to reduce the number of Skilled Trades employees within a classification and should the Company be able to employ an employee so laid off in one of the production areas, the employee may accept such employment and shall have seniority in the production area as of the date of entry into production, although he will continue to accumulate seniority within his Skilled Trades classification, and will maintain his Skilled Trades rate of pay for a period of twelve (12) months.

(j) Skilled Trades representation will be given a list of overtime hours worked when requested. All hours for light up and shutdown will not be charged.

(k) Concerning outside protective clothing, a sufficient supply will be kept on hand to assure that no one need work outside without adequate protective clothing.

(l) Concerning gas fitting, pressure welding, hydraulics and electronics, the Company will arrange for training courses for our own Skilled Trades people in an effort to reduce the need to rely on outside people for these functions.

(m) At the present time, the Company is providing its own metric tools for use on metric equipment. We feel this is sufficient for the amount of metric equipment now in use. If the need should increase to where the Company finds it necessary for people to have their own metric tools, the Company will provide them.

(n) Electricians and Industrial Millwrights will work cooperatively in the changing of electric motors in the best interest of both parties to maintain an efficient operation of the plant.

(o) When it is required for Skilled Trades employees to work twelve (12) hours or more they would be allowed an extra twenty (20) minute paid lunch after the completion of the first two (2) hours of overtime.

(p) Contracting Out

It has not been and never will be management's intent to

displace skilled tradesmen with outside contractors, with that in mind the Company will utilize seniority journeymen employees whenever possible to perform required work.

The Company will not eliminate jobs or deprive employees of overtime by out sourcing work performed by our skilled tradesmen. Skilled trades employees will be given first opportunity to fulfill the task required when the work can be performed in a timely and cost efficient manner.

The Company shall ensure skilled trades personnel are properly trained on any new piece of equipment and/or machine installed in the plant.

In the event of using outside contractors, the following procedure will take place:

In all cases, except where time and circumstance prevent it, the Company will hold advanced discussions and provide written notice to the Union, prior to contracting out work. The written notice will describe the nature, scope and approximate dates of work performed and the reason why the Company is contemplating contracting out work.

(q) (1) During the months of July and August, the Company will allow a minimum of five (5) industrial millwrights and a minimum of two (2) electricians vacation each week.

This will be done in accordance with their standing on the Skilled Trades seniority list with the understanding that alternative means may have to be used for coverage. Skilled Trades Helpers will be given first consideration dependent upon availability and capabilities.

The Company shall endeavour to schedule individual's vacation request during July and August.

2) Equipment in the maintenance shop is off limits to all employees. Those excepted would be Skilled Trades, Apprentices, and Skilled Trades Helpers.

3) All others in the plant must first obtain permission from the Skilled Trades supervisor before utilizing any equipment in the maintenance shop.



4) As in the past the Company shall provide janitorial coverage during all shutdowns as required. For weekend overtime janitorial services shall be asked to work as required.

(r) Temporary lead hands in the Skilled Trades Department will be elected by the shift effected and shall be paid fifty cents (\$.50) per hour above the rate he leads. Elections will be held every two years in November.

(s) An Apprenticeship Agreement is a part of this Agreement and is attached hereto as Appendix "D".

**DURATION**

100. This Agreement shall continue in full force and effect until June 1, 1997 and thereafter unless requests for changes, modifications or cancellations are made by either party within ninety (90) days written notice.

**INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW-CLC) LOCAL NO. 251**

Bill Pollock \_\_\_\_\_

Robert Bourdeau \_\_\_\_\_

Tim Santsche \_\_\_\_\_

Daryl Shepley \_\_\_\_\_

Gary Smith \_\_\_\_\_

Mike VanDamme  
President Local 251 \_\_\_\_\_

Jim Sawyer  
International Rep. U.A.W. \_\_\_\_\_

**EATON VALE LIMITED  
SUSPENSION DIVISION**

Len Bedell \_\_\_\_\_

Larry Nead \_\_\_\_\_

Vince Vlaminc \_\_\_\_\_

Robert Whitcher \_\_\_\_\_

Phil Dietrich \_\_\_\_\_

## APPENDIX ' A Wage & Classification Schedule

	05/31 1993	11/29 1993	05/30 1994	11/20 1994	05/29 1995	11/27 1995	06/03 1996	12/02 1996
<b>Forge Department</b>								
Shear & Press Utility, Relief & Set-up Op. ....	\$14.96	\$15.11	\$15.21	\$15.36	\$15.46	\$15.61	\$15.76	\$15.91
Crane Operator .....	14.74	14.89	14.99	15.14	15.24	15.39	15.54	15.69
Eyeline Operator, Relief & Set-up Op. ....	14.96	15.11	15.21	15.36	15.46	15.61	15.76	15.91
Roll & Press Utility, Relief & Set-up Op. ....	14.96	15.11	15.21	15.36	15.46	15.61	15.76	15.91
Long Taper Roll Utility, Relief & Set-up Op. ....	14.96	15.11	15.21	15.36	15.46	15.61	15.76	15.91
Magazine Set-up & Operator .....	14.81	14.96	15.06	15.21	15.31	15.46	15.61	15.76
<b>Camber Department</b>								
Walking Beam Loader .....	14.76	14.91	15.01	15.16	15.26	15.41	15.56	15.71
Draw Furnace Unloader .....	14.76	14.91	15.01	15.16	15.26	15.41	15.56	15.71
Heat Treat Utility, Relief & Set-up Op. ....	14.96	15.11	15.21	15.36	15.46	15.61	15.76	15.91
Auxiliary Line Utility, Relief & Set-up Op. ....	14.96	15.11	15.21	15.36	15.46	15.61	15.76	15.91
Heat Treat Relief & Shoot Auxiliaries .....	14.78	14.93	15.03	15.18	15.28	15.43	15.58	15.73
<b>Assembly Department</b>								
Assembly Set-up & Op. ....	14.76	14.91	15.01	15.16	15.26	15.41	15.56	15.71
Bulldozer Set-up & Op. ....	14.84	14.99	15.09	15.24	15.34	15.49	15.64	15.79
Assembly Repair Set-up & Op. ....	14.76	14.91	15.01	15.16	15.26	15.41	15.56	15.71
Assembly Utility, Relief & Set-up Op. ....	14.86	15.01	15.11	15.26	15.36	15.51	15.66	15.81
Assembly Cell Utility Op. ....	14.86	15.01	15.11	15.26	15.36	15.51	15.66	15.81

Autophoretic Set-up & Op. ....	14.76	14.91	15.01	15.16	15.26	15.41	15.56	15.71
Autophoretic Utility, Set-up & Op. ....	14.86	15.01	15.11	15.26	15.36	15.51	15.66	15.81
Stress Peen Utility, Relief & Set-up Op. ....	14.81	14.96	15.06	15.21	15.31	15.46	15.61	15.76
Paint Line Set-up & Op. ....	14.71	14.86	14.96	15.11	15.21	15.36	15.51	15.66

**Miscellaneous Department**

Boneyard Operator .....	14.71	14.86	14.96	15.11	15.21	15.36	15.51	15.66
Material Handler .....	14.66	14.81	14.91	15.06	15.16	15.31	15.46	15.61
Sample Maker .....	15.06	15.21	15.31	15.46	15.56	15.71	15.86	16.01
Scrap Detail .....	14.66	14.81	14.91	15.06	15.16	15.31	15.46	15.61
Quality Auditor .....	15.01	15.16	15.26	15.41	15.51	15.66	15.81	15.96
Lubricator .....	15.31	15.46	15.56	15.71	15.81	15.96	16.11	16.26
Janitor .....	14.51	14.66	14.76	14.91	15.01	15.16	15.31	15.46
Stockroom Attendant .....	14.66	14.81	14.91	15.06	15.16	15.31	15.46	15.61
Plant Chairperson .....	20¢ above plant average or own rate, greater of two.							

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**Lead** Hands shall receive forty cents (400) per hour above the rate of the highest classification he/she leads  
**(If the labourer classification is established during the life of the Collective Agreement, it would be the same as the Janitor rate at the time activated with AIF included.)**

**Skilled Trades Department**

Industrial Millwright .....	17.86	18.01	18.16	18.31	18.46	18.61	18.81	18.96
Electrician .....	17.91	18.06	18.21	18.36	18.51	18.66	18.86	19.01
Industrial Millwright Apprentice (Minimum) .....	14.63	14.78	14.92	15.07	15.21	15.36	15.56	15.71
Electrical Apprentice (Minimum) .....	14.68	14.83	14.97	15.12	15.26	15.41	15.61	15.76

Skilled Trades Helpers shall receive ten cents (100) per hour below journeyman's rate of the trade classification when assigned as a Skilled Trades Helper.

## **APPENDIX 'B'**

### **PENSION PLAN**

#### **PAST SERVICE**

Past service shall be credited to the nearest one-tenth (1/10) of a year.

#### **FUTURE SERVICE (PART TIME)**

If you have been working two (2) consecutive calendar years and your income exceeds \$9,275.00 or you have worked seven hundred (700) hours per year in each of the previous two (2) consecutive calendar years, you qualify to join the pension plan and become a member. You do not have to meet the earning test again as long as you remain an active employee.

#### **FUTURE SERVICE ( FULL TIME)**

The employee who has seventeen hundred (1700) or more compensated hours shall be credited with a full year. If less than seventeen hundred (1700) hours, a proportionate credit will be given to the closest one tenth (1/10) of a year.

#### **TRANSFER OF SERVICE**

Effective June 1, 1989, employees currently working at either Wallaceburg or Chatham who acquire seniority at the other location will have their service at the location credited for pension purposes.

#### **CREDIT TO SERVICE (Salary)**

Salary employees transferred to hourly rate jobs shall be granted credited service equal to that accumulated prior to transfer to the nearest one-tenth (1/10) of a year.

#### **LOSS OF CREDITED SERVICE**

The employee who quits, is discharged or released or who suffers a break in seniority will lose all credited service under this Plan. (Less than two (2) years service after January 1, 1987)

### **PORTABILITY**

If you terminate employment and are not then entitled to receive a pension commencing immediately, you may choose to transfer the entire value of your vested pension benefits out of the pension plan. You may transfer this amount:

- 1) to another pension plan of your new employer if that pension plan allows transfer or
- 2) to a locked in R.R.S.P. The benefit will be placed in your own R.R.S.P. until you actually commence your retirement, or
- 3) to purchase an annuity from an insurance carrier.

### **NORMAL RETIREMENT AGE**

Age sixty-five (65) shall be the normal and automatic retirement age and an employee will be eligible for a pension benefit at such age provided he has two (2) years of service under this Plan.

### **NORMAL RETIREMENT BENEFIT**

Article 11 Section 1(b) will be changed to read:

Employees retiring on or after June 1, 1993 shall receive \$25.00 per month for each year of credited service.

Employees retiring on or after June 1, 1994 shall receive \$26.00 per month for each year of credited service.

Employees retiring on or after June 1, 1995 shall receive \$27.00 per month for each year of credited service.

Employees retiring on or after June 1, 1996 shall receive \$28.00 per month for each year of credited service with no maximum of years of service.

Effective June 1, 1993 employees who retired prior to May 31, 1993 will have their pension increased by \$1.00 per month each year of credited service.

Effective June 1, 1995 employees who retired prior to May 31, 1993 will have their pension increased by \$1.00 per month each year of credited service.

## **PENSION SUPPLEMENT**

Effective June 1, 1993 a pension supplement of five dollars (\$5.00) per month per year of service will be available to employees between the ages of sixty-two (62) and sixty-five (65) with twenty (20) years seniority.

This supplement will not be reduced by any C.P.P. benefit a qualified employee is eligible for.

## **EARLY RETIREMENT BENEFITS**

If you are at least sixty (60) years old and have completed ten (10) or more years of credited service, you are eligible to retire early and receive an early retirement pension.

If you retire early, you may elect to receive either an unreduced pension deferred to any date after you reach age sixty-two (62) or immediate pension reduced actuarially to reflect the fact that you will receive benefits prior to age sixty-two (62).

## **PERMANENT AND TOTAL DISABILITY RETIREMENT**

If you become totally and permanently disabled before retiring, and if you have completed ten (10) years of credited service under Plan PP, you will be entitled to retire with a disability pension. This pension will be equal to your accrued pension up to the date of your retirement with no reduction for early payment.

If you are not eligible to receive old age or disability benefits under any federal or provincial programme, you will also be entitled to a monthly temporary pension equal to \$10.00 for each year of credited service, up to a maximum of \$250.00. Temporary pension payments will cease when you either reach the age of sixty-five (65) or become eligible for federal or provincial old age or disability benefits, whichever is earlier.

## **VESTING**

Your benefits are subject to two vesting rules:

- 1) if you have completed ten (10) years of credited service, you are vested in those benefits earned up to January 1, 1987.

2) if you have been a member of Pension Plan PP for at least two (2) years, you are vested in those benefits earned on and after January 1, 1987.

#### **PRE-RETIREMENT DEATH BENEFITS**

If you should die while you are an active employee, your beneficiary may be entitled to receive benefits from the Plan.

The type and amount of the benefit will depend on whether or not your beneficiary is your spouse, and your age and service at the time of your death.

If you should die after attainment of age sixty (60) and you had completed at least ten (10) years of service with the Company the following benefits will be paid:

If you have an eligible surviving spouse and you have selected the Pre-Retirement Joint and Survivor Option, your spouse will receive:

- 1) a monthly pension equal to 50% joint and survivor option based on your vested benefits earned prior to January 1, 1987, plus
- 2) the greater of
  - (a) a monthly pension equal to 50% and survivor option based on your vested benefits earned on and after January 1, 1987, or
  - (b) the value of your vested benefits earned on and after January 1, 1987, paid either as a monthly pension or in a lump sum.

If you have not elected the Pre-Retirement Joint and Survivor Option and you have an eligible surviving spouse, your spouse will receive the value of your vested benefits earned on or after January 1, 1987, paid either as a monthly pension or in a lump sum.

If you do not have an eligible spouse but you have a designated beneficiary, then your beneficiary will receive a lump sum payment equal to the value of your vested benefits earned on and after January 1, 1987.



If you should die before you attain age sixty (60), or before you have completed at least ten (10) years of service with the Company, the following benefits will be paid:

- 1) if you have an eligible surviving spouse, your spouse will receive the value of your vested benefits earned on and after January 1, 1987, paid either as a monthly pension or in a lump sum.
- 2) if you do not have an eligible spouse but you have a designated beneficiary, your beneficiary will receive the value of your vested benefits earned on and after January 1, 1987, paid in a lump sum.

Regardless of your age or service with the Company, if you should die without either an eligible spouse or a designated beneficiary, your estate will be paid a lump sum benefit equal to the value of your vested benefits earned on and after January 1, 1987.

## **APPENDIX “C” LETTERS OF UNDERSTANDING**

- A. Memorandum of Understanding
- B. Tag System
- C. Coveralls
- D. Purchasing and Replacing Tools
- E. Light Up
- F. Letter of Intent
- G. Lubrication Work
- H. New Technology
- I. Changing Induction Coils (Long Taper)
- J. Relocation
- K. Sickness and Accident
- L. Police Retention
- M. Employee Assistance Programme
- N. R.R.S.P. - Payroll Deduction
- O. Out Sourcing
- P. Supervisors Performing Bargaining Work
- Q. Student Help
- R. Replacement Procedure
- S. Overtime Procedure
- T. Improshare Programme
- U. Smoking Policy (New)

## **MEMORANDUM OF UNDERSTANDING**

As a reflection of the improved relationship between EATON YALE LIMITED SUSPENSION DIVISION, WALLACEBURG, ONTARIO (hereinafter called "The Company") and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW-CLC) Local No. 251, (hereinafter called "The Union"), the parties agree that this Memorandum of Understanding will substitute for the non-economic provisions of the Labour Agreement on a trial basis between now and the end of the regular contract term. All economic provisions of the Labour Agreement remain in effect as written. The Union may cancel all or any part of this Memorandum on three (3) days notice in which event the regular contract language will reapply.

The purpose of this Memorandum is to:

- 1) remove what appears to be unnecessary restrictions, regimentations, and mistrusts contained in the non-economic labour contract provisions in order that
- 2) the parties can further their efforts to work together cooperatively with less reliance on a legalistic relationship and more emphasis on a responsible, mutual respect relationship.

### **REPRESENTATION**

The Union is represented on the day shift by five (5) area Committeepersons, one (1) of whom is a full time Chairperson elected plant wide. The Committeepersons will work in their elected zones with the following breakdown: Zone 1 - Assembly and Autophoretic; Zone 2 - Forge and Heat Treat; Zone 3 - Miscellaneous; Zone 4 - Skilled Trades. These Committeepersons and one (1) Steward, two (2) for Assembly on each late shift occupied (area defined below) shall function as explained below under "Resolution of Problems". To provide continuity of representation, the Committeeperson and Steward will be retained on layoff situations on work they can perform.

Stewards area of representation on the second (2nd) and third (3rd) shift shall be Forge, Camber, Assembly, Autophoretic

(includes Stress Peens, and Ionoklad), Miscellaneous, and Skilled Trades Departments.

### **RESOLUTION OF PROBLEMS**

There are two basic ways the parties will attempt to resolve any problems that arise concerning employee relationships.

The first way involves general concerns, not expressed as the specific complaint of an individual employee or a few employees. These concerns may be existing problems or anticipated situations and may be brought to light by either the Company or Union. These matters will be discussed between the Company and Committee at any time with the basic objective of: -

1. Investigating and understanding all relevant facts and points of view; and
2. Arriving at a mutually agreeable solution to minimize the likelihood of specific employee complaints.
3. The second (2nd) way would be through the formal grievance procedure.

### **PLANT HARMONY**

To help further mutual respect and an adult relationship, it is recognized that each employee must respect the rights and privileges of his fellow employees and the necessity for the entire operation to achieve responsible objectives.

This approach relies upon mutual respect and self-discipline. It is basically an "adult system".

There will be no so-called "corrective disciplinary steps" such as probations or warnings or disciplinary demotions. However, a suspension may occasionally be necessary.

In the event of individual conduct disrespectful of the group, the incident will be reviewed by the supervisor with the individual and Union representative to get the pertinent facts and, if a problem does exist, counselling will be provided to help resolve the situation. The nature and extent of counselling will vary with the individual circumstances. The objective is to arrive at a

common understanding of responsible conduct. Thereafter, the individual is entrusted to discipline himself to that common understanding. If experience shows that the individual's conduct or self-discipline cannot co-exist with the rights of the group, then the relationship will be discontinued. This process is subject, of course, to Union review, representation and involvement at any time.

#### **SENIORITY**

##### **Layoffs and Recalls:**

The parties may wish to explore alternative ways to respond to losses in business including voluntary layoffs, work sharing, or any variety of ways for reducing hours. If no agreement or alternative appears suitable for the particular circumstances, the Layoff Procedure in the Collective Agreement shall apply.

#### **GENERAL PROVISIONS**

- 1) The Company, at its will, may at any time invite representative(s) of the Union to attend typically managerial conferences - either as observers or participants.
- 2) The Union, at its will may at any time invite representative(s) of the Company to attend typically Union conferences - either as observers or participants.
- 3) The Company and the Union will provide each other information to assure that this Agreement is being well implemented, such as seniority lists, Union representative lists, successful bidder lists and the like.

### **TAG SYSTEM**

**Suggested Guidelines:**

- 1) All employees involved in the Tag System would be placed in individual groups of two (2) or three (3) within their own classification. This would be a work exchange within the individual group.
- 2) No employee is to be allowed to work over twelve (12) hours.
- 3) You must be relieved before leaving work station. When relieved you may punch out and go home still receiving pay for eight (8) hours.
- 4) Any tagging in excess of ten (10) minutes either early or late must be pre-arranged with your group and the supervisor notified.
- 5) If you come in early and the employee you are tagging has been transferred out of classification to another job, you would take their place wherever and finish out the shift.

**LETTER OF UNDERSTANDING**

**SUBJECT: COVERALLS**

All Skilled Trades, Apprentices, and Lubricators.

The Company will supply a sufficient number of coveralls, that shall be rented, repaired and kept clean in the stockroom each week during the life of this Agreement.

Newly hired Skilled Tradesmen upon reaching seniority shall also fall into the regular rotation.

Apprentices from within the plant will upon date of entry fall into the regular rotation.

Apprentices from outside the plant would upon reaching seniority then fall into the regular rotation.

Lubricators would receive coveralls after a successful bid, or upon reaching seniority, and then fall into the regular rotation.

Those who do not wear coveralls would be given the choice of shop coats or in special cases - shirts and pants.

The Company will be completely responsible for renting and maintaining all coveralls, eg. washing, repairing, etc.

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

**SUBJECT: PURCHASING AND REPLACING TOOLS**

Industrial Millwrights and Electricians will be allowed on a semi-annual basis to purchase tools through the Company. A maximum per installment will be \$200.00 with three (3) payroll deductions. Over the year a total of six (6) payroll deductions (\$400.00). Any employee wishing to pay cash under this plan may do so.

The Company recognizes there may be legitimate situations which may occur when the above time and dollar limitation are inappropriate. In those instances, the Company will continue to evaluate such requests based on circumstances.

The Company will replace any broken or stolen tools incurred by the skilled tradesmen in the normal line of duty at Eatons.

Yours truly,

L.F. Bedell,  
Mgr. Human Resources  
LFB/sc



June 25, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

RE: LETTER OF INTENT

It has not been and never will be management's intent to displace skilled tradesmen with non-skilled employees. Management will endeavour to maintain adequate manning levels in the skilled trades group. This can be accomplished through our established Apprenticeship Programme.

The Company realizes that Skilled Trades people are necessary to properly maintain its equipment and facilities and it will endeavour to maintain the highest standards through the Apprenticeship Programme and hiring practices. This will not restrict management from hiring additional people.

Yours truly,

Robert Whitcher,  
Manager Manufacturing Engineer  
RW/sc

**MEMORANDUM OF UNDERSTANDING**

**RE: LIGHT UP**

It is mutually agreed between Eaton Yale Limited, Suspension Division, and U.A.W. Local 251, Eaton Unit, that:

The current practice paying all Skilled Trades four (4) hours pay at double time for light up at start of the scheduled work week shall continue for the duration of this Agreement.

Signed this 25th day of June, 1992.

**FOR THE UNION**

William Pollock \_\_\_\_\_

Robert Bourdeau \_\_\_\_\_

Tim Santsche \_\_\_\_\_

Daryl Shepley \_\_\_\_\_

Gary Smith \_\_\_\_\_

Mike VanDamme \_\_\_\_\_

Jim Sawyer \_\_\_\_\_

**FOR THE COMPANY**

Len Bedell \_\_\_\_\_

Larry Nead \_\_\_\_\_

Vince Vlaminck \_\_\_\_\_

Bob Whitcher \_\_\_\_\_

Phil Dietrich \_\_\_\_\_

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike

SUBJECT: LUBRICATIONWORK

In our recent negotiations we discussed Industrial Millwright employees doing lubrication work. Industrial Millwright employees will not be required to do lubrication work. However, this will not impede the tradesmen's obligation *to* lubricate new or repaired installations such as bearings, etc. which is a part of his normal function.

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

**SUBJECT: NEW TECHNOLOGY**

The Company is willing to explore new avenues to increased communication and to expand our employees knowledge base. To that end the Company will work with the Union to set up a workable program to achieve the above stated goals.

Yours truly,

Len Bedell,  
Mgr. Human Resources  
L.B/sc

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

**SUBJECT: CHANGING INDUCTION COILS (LONG TAPER)**

This is a part of the Electrical Department's job. However, when Electricians are not available to perform this work, the Long Taper Utility person may be utilized, provided they have been properly trained for both the physical and safety aspects of the job.

It is also understood prior to the start up the coil buss bar hook up will be checked by an Electrician.

The Long Taper Utility person shall receive ten (10) cents per hour below the Electrician's wages while performing this work.

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

SUBJECT: RELOCATION

Eaton Yale Limited, Suspension Division agrees that in the event of plant shut-down or relocation of the plant in **North** America preferential consideration will be given to employees making application at new or existing locations. It will be the Company's policy to give serious consideration to such employees since they often possess the skills and ability required.

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
**N8A 4X1**

Dear Mike:

**SUBJECT: SICKNESS AND ACCIDENT**

During our recent negotiations, it was agreed that should an employee not receive Sickness and Accident benefits within two (2) weeks from application, the Company will advance the employee 75% of benefits, provided they sign the proper release to reimburse the Company.

For uncontested W.C.B. claims if benefits not received within two (2) weeks from application, the Company will advance the employee 75% of benefits, provided they sign the proper release to reimburse the Company.

The Company agrees to allow employees to file for S&A benefits while their W.C.B. claim is being disputed.

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

**SUBJECT: POLICE RETENTION**

In our recent negotiations, the Company said it would continue its cooperation with the Police Retention Program, which enables people confined in less serious offences to meet their obligations to their employer in order to not automatically forfeit seniority in accordance with Paragraph 27(c).

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc



June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

**SUBJECT: EMPLOYEE ASSISTANCE PROGRAMME**

The Company and Union during negotiations discussed the current Employee Assistance Programme (E.A.P.). It would seem appropriate that the principles to that agreement would embrace the concepts contained in the joint Union-Management Policy statement discussed in negotiations.

The Company will afford S&A benefits to employees missing work because of participation in recognized treatment programmes for Alcohol or Drug abuse. While the vast majority of programmes should fall within the normal S&A period, the Company will consider extensions to the S&A period where appropriate.

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

**SUBJECT: LETTER OF UNDERSTANDING  
R.R.S.P. - PAYROLL DEDUCTION**

The Company will provide payroll deduction services for employees who elect to register their own private R.R.S.P. The financial institutions will be jointly designated by the Company and Union.

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

**SUBJECT: OUT SOURCING**

If it is determined by the Company that out sourcing is required, the details of such action will be discussed with the in-plant committee.

There are times that new work methods are of an experimental nature which may require that work be done by out sourcing.

When a practical in-house method is established, the work will be brought in-house as soon as possible.

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc

June 12, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

RE: SUPERVISORS PERFORMING **BARGAINING** WORK

During our negotiations, the issue of supervisors performing bargaining unit work was discussed. It is not, nor has it ever been management's intent to have supervisors perform bargaining unit work. To assure the Union of good faith bargaining the Company will make the following commitment.

- a) All supervisors will be instructed of this commitment to the Union.
- b) In the event that the Union raises this issue again, both parties agree to investigate and resolve said problem.
- c) If it is found that Article 42 of the Collective Agreement has been violated, the eligible employee shall receive the appropriate redress at the applicable rate. Such redress shall be a minimum of four (4) hours..

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc

**MEMORANDUM OF AGREEMENT**

It is mutually agreed between Eaton Yale Limited, Suspension Division, and U.A.W. Local 251, Eaton Unit, that:

Students hired for summer employment, or during their school break, will not be eligible to qualify for seniority status. Students wishing seniority status may do so by application for permanent employment.

This amendment to the Collective Agreement will be reviewed at the termination of the present contract and updated if necessary.

**FOR THE UNION**

Bill Pollock \_\_\_\_\_  
Robert Bourdeau \_\_\_\_\_  
Tim Santsche \_\_\_\_\_  
Daryl Shepley \_\_\_\_\_  
Gary Smith \_\_\_\_\_  
Mike VanDamme \_\_\_\_\_  
Jim Sawyer \_\_\_\_\_

**FOR THE COMPANY**

Len Bedell \_\_\_\_\_  
Larry Nead \_\_\_\_\_  
Vince Vlaminck \_\_\_\_\_  
Bob Whitcher \_\_\_\_\_  
Phil Dietrich \_\_\_\_\_

## REPLACEMENT PROCEDURE

The following rules apply for the selection and use of replacement positions.

### FORGE DEPARTMENT

Crane Operator 1) Shear & Press Utility, Relief & Set-Up Op.  
2) Departmentwide by seniority, those capable, Shift effected

### HEAT TREAT DEPARTMENT

Heat Treat Relief 1) Walking Beam Loader, Draw  
Shoot Aux. Furnace Unloader  
2) Any utility laid off at time, shift effected

Heat Treat Utility, 1) Walking Beam Loader, Draw  
Relief & Set-Up Op. Furnace Unloader, Heat Treat Relief & Shoot Aux.  
2) Any Utility laid off at time, shift effected.

Aux. Line Utility, 1) Walking Beam Loader, Draw  
Relief & Set-Up Op. Furnace Unloader, Heat Treat Relief & Shoot Aux.  
2) Any utility laid off at the time shift effected.

### ASSEMBLY DEPARTMENT

Assembly Repair Set-Up & Op. 1) Assembly Set-up Op. shift effected

Bulldozer Set-Up & Op. 1) Assembly Set-up Op. shift effected

Assembly Utility, Relief & Set-up Op. 1) Bulldozer Set-up & Op., Assembly Set-up & Op., Assembly Repair Set-up & Op., shift effected

Assembly Cell Utility Op. 1) Department wide by seniority capable employees, shift effected



## OVERTIME PROCEDURE

### Method of Soliciting for Overtime

1. (a) The eligible employee(s) shall be those with the least number of overtime hours in the classification, department and shift effected capable of performing the work (including weekend overtime).

(b) For replacement jobs replacement employees that have not been offered overtime shall be offered overtime by low hours and seniority, this is shift effected. If all replacement employees on the shift have been offered overtime, the overtime would be offered in accordance with the replacement procedures.

(c) In the event of crossing shifts the vacancy shall be filled by classified people before 1(b) above would be used.

2. If all hours are equal in the classification, soliciting will be done by seniority.

3. If the spread gets seventy-five (75) hours or more (minus penalty hours) in any one (1) classification the employees in that group must cross shifts (for weekend overtime only) in order to equalize and then revert back to shift effected after the spread is reduced to thirty-six (36) hours or less.

4. (a) In the case of other than routine or classified overtime work, the overtime will be solicited plant-wide.

(b) If a specific area is scheduled for cleanup those employees normally assigned to that area will be offered the overtime by hours and seniority shift effected. Beyond this group the work would be offered departmentally then plantwide shift effected by hours and seniority. This section does not apply during inventory, vacation shutdowns, Christmas shutdowns or any other shutdowns.

5. In soliciting for Saturday and Sunday overtime within the same weekend, both days will be offered to the employee with the least number of overtime hours in the classification.

Either Saturday, or Sunday, or both Saturday and Sunday may



be worked, however both days will be charged against an eligible employee.

6. If the overtime required is not scheduled by noon Thursday, those employees who refuse to work will not be charged. Those who work will be charged.

#### **Method of Recording Overtime**

An overtime record shall be posted in each department and recorded daily by the supervisor.

1. Overtime hours shall be recorded as hours worked or solicited. (This will be paid hours.)

2. Any employee who refused to work will be charged the number of paid hours refused. (This is done by placing an "R" above the hours on the overtime sheet.)

3. No more than two (2) employees will be charged for any specific job, i.e. the employee who actually worked and one (1) employee who was eligible to work but refused.

4. Penalties for overtime abuse are as follows:

(a) Any employee who accepts weekend overtime and fails to report to work for any reason other than death in family or W.C.B. will be charged the hours accepted plus two times this amount. This will be noted with a "P" above the hours on the overtime sheet.

(b) Any employee who fails to complete the shift for any reason (other than death in family, W.C.B. or sent home due to lack of work) will be charged the number of paid hours scheduled plus two times the number of paid hours not worked. This will be noted as in paragraph 4(a) above.

5. Employees will assume the highest number of overtime hours (minus penalty hours) within their new classification when they are:

(a) Transferred through job posting

(b) Laid off classification

(c) Newly hired

(d) If everyone is laid off the first person called back to the

classification would assume high hours that had been accumulated in that classification, or the department average if no hours in the classification.

6. In the case of temporary transfers (to fill the overtime scheduled) the hours of overtime worked will be charged back to that employee's home base.

7. In the case of replacement employees, the employee would assume the highest number of hours in the classification.

8. Employees on leaves of absence, vacation, sick leave, temporary transfers, compensation, etc. will upon their return, assume their previous overtime difference, i.e. if there was a five (5) hour difference with the highest when they left, they would assume the same difference upon return (minus penalty hours).

9. All overtime to be recorded and submitted to the Human Resources Department daily by the supervisor, and a copy of the master monthly overtime sheets shall be submitted to the plant chairperson monthly.

10. If after accepting an overtime assignment, an employee notifies his supervisor of a change which results in a rejection of such overtime before midway through his Friday shift, will be charged only for the paid hours solicited and will not be charged under the overtime abuse section 4(a) of above.

June 25, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
N8A 4X1

Dear Mike:

**SUBJECT: WALLACEBURG PLANT-  
IMPROSHARE PROGRAMME**

In response to the question regarding the duration of the current Improshare Programme at the Wallaceburg Plant raised during our recent contract negotiations, please be advised the Improshare Programme will remain in effect indefinitely or until such time as the employees wish to cancel the programme.

We hope this clarifies the Company's position regarding the current Improshare Programme and answers all the questions that were raised.

Yours truly,

J. Earnshaw,  
General Manager  
JE/sc

June 25, 1992

Mike VanDamme  
President  
U.A.W. Local 251  
P.O. Box 423  
Wallaceburg, Ontario  
**N8A 4X1**

Dear Mike:

SUBJECT: SMOKING POLICY

For any employee who is interested in seeking assistance to quit smoking, the Company will reimburse the employee fifty percent (50%) of the cost of a successful, recognized cessation programme up to a maximum of one hundred dollars (\$100.00) per employee upon graduation.

Yours truly,

Len Bedell,  
Mgr. Human Resources  
LB/sc

**APPENDIX "D"**  
**APPRENTICESHIP STANDARDS**

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**APPENDIX "D"**

Revised and Updated May 29, 1989

**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 Eaton Yale Ltd., Suspension Division and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local No. 251.

**PURPOSE**

The purpose of these standards is to make certain that proper care is exercised in the selection of apprentices 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 journeymen at the conclusion of the training period.

Representing the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Skilled Trades Department.

THESE STANDARDS OF APPRENTICESHIP ARE TO BE UNDER THE SUPERVISION OF A JOINT APPRENTICESHIP COMMITTEE.

**FOR THE UNION**

William Pollock \_\_\_\_\_

Robert Bourdeau \_\_\_\_\_

Tim Santsche \_\_\_\_\_

Daryl Shepley \_\_\_\_\_

Gary Smith \_\_\_\_\_

Mike VanDamme \_\_\_\_\_

Jim Sawyer \_\_\_\_\_

**FOR THE COMPANY**

Len Bedell \_\_\_\_\_

Larry Nead \_\_\_\_\_

Vince Vlaminc \_\_\_\_\_

Bob Whitcher \_\_\_\_\_

Phil Dietrich \_\_\_\_\_

**CONSULTANTS: Representing the Ministry of Colleges and Universities**

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Representing the **International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Skilled Trades Department.**

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**ARTICLE 1- DEFINITIONS**

a) The term "Company" shall mean the duly authorized representative of Eaton Yale Limited, Suspension Division, Wallaceburg, Ontario.

b) The term "Union" shall mean the duly authorized representatives of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local Union No. 251.

c) "Registration Agency" for the apprentice as a student covering related instruction, shall mean the nearest Community College selected or the Kent County Board of Education.

d) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and his parent or guardian (if he is a minor) which agreement shall be approved and signed by the Chairperson and Secretary of the Committee and registered with the Registration Agencies and the Local Union.

e) "Apprentice" shall mean a person engaged in learning and assisting in the trade to which he has been assigned under these standards and who is covered by a written agreement providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

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

g) "Apprentice Coordinator" shall mean the person employed by the Company or the person assigned the responsibility to

perform the duties outlined in these standards of apprenticeship.

h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

i) "Journeymen", as used in ARTICLE 8 hereof, means employees in a specific trade and shall not be construed to include journeymen employed in other trades.

## **ARTICLE 2 - APPLICATIONS**

### **1. Seniority Employees (Restricted Pool)**

a) Notice of apprenticeship openings will be posted on the Company's bulletin boards as per the job posting language of the Collective Agreement.

b) Applications for apprenticeship will be accepted by the Human Resources Department from seniority employees (employees within the bargaining unit) who consider themselves eligible under this programme of training.

c) Employees who bid must do so in writing to their supervisor on duplicate forms provided for that purpose. The forms will be signed by the supervisor and the bidder. One (1) copy will be given to the bidder as a receipt.

d) Applicants meeting the minimum eligibility requirements as outlined in Article 3 will be turned over to the joint Apprenticeship Committee for approval or disapproval.

### **2. Outside Applicants**

a) When apprenticeship openings exceed the number of qualified seniority employees, or if there are no qualified seniority applications, the Company shall notify the local schools and public employment service by mail of the available openings, the minimum qualifications for eligibility, the closing date for application, and where to file.

b) After a preliminary check of each application by the Human Resources Department, those meeting the minimum eligibility requirements outlined in ARTICLE 3 will be turned over to the joint Apprenticeship Committee for approval or disapproval.



### 3. Standards Used for Apprentice Selection

All selections for apprenticeship from among bargaining unit applicants that qualify, as per ARTICLE 3, shall be by seniority.

#### **ARTICLE 3 - APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

Selection of apprentices under this programme shall be made from qualified applicants, excluding present journeymen, on the basis of qualifications and seniority, alone and without regards to race, creed, colour, national origin, sex or occupationally irrelevant physical requirements. In accordance with the objective standards which permit review, after full and fair opportunity for application this programme shall be operated on a completely non-discriminatory basis.

In order to be eligible for apprenticeship under these standards, the applicant must meet the following minimum qualifications:

- (a) Applicants must be eighteen **(18)** years of age or older.
- (b) Must have Grade twelve **(12)** education or its equivalent.
- (c) All applicants for apprenticeship must successfully pass the required Apprentice Selection Test Battery. (Pass in all four **(4)** parts sixty-five **(65)** percent, non-seniority seventy (70) percent.)
- (d) Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the apprenticeship.

#### **ARTICLE 4 - CREDIT FOR PREVIOUS EXPERIENCE**

Credit for previous related experience in an apprentice training programme, or a Skilled Trades classification in any plant, may be given up to the total time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be given to the apprentice at the time he has satisfactorily demonstrated that he possesses such previous experience and is able to do the job. Related training credit shall be given to the apprentice at the time that he has demonstrated that he possessed the educational knowledge for which he is requesting credit under the related training

schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule. Credit for previous related experience shall be limited to a maximum total of four thousand (4,000) hours.

#### **ARTICLE 5 - TERM OF APPRENTICESHIP**

The term of apprenticeship shall be as established by these Apprenticeship Standards in accordance with the schedule of work processes and related instruction as outlined in Appendices attached hereto.

Each phase of the scheduled hours of shop training will be considered complete if it is within (plus or minus) ten (10) percent of the figures shown in the Appendix. Not more than five (5) percent of the total time may be assigned to optional work as set forth in the Standards. Deviations from the limitations of this paragraph may be approved by the Joint Apprenticeship Committee.

#### **ARTICLE 6 - GRACE PERIOD**

The first five hundred (500) hours of employment for every apprentice shall be a grace period. During this grace period, the apprentice, if he is a seniority transferee, may elect to return to available work as per the Collective Agreement and his Apprenticeship Agreement will be cancelled by the Joint Apprenticeship Committee. In addition, if the apprentice is not suitable to Company standards, he may be returned to available work as per the Collective Agreement. The Registration Agencies shall be advised of all such cancellations, or if the employee is not suitable to Company standards.

In no event shall an apprentice acquire apprentice seniority until he has acquired seniority as a Company employee.

#### **ARTICLE 7 - HOURS OF WORK**

An apprentice shall work the same hours during the contractual work week and be subject to the same conditions as the skilled

workers of his trade employed by the Company. Apprentices may work overtime hours providing that all skilled workers of that trade in that department have been given first opportunity. In case an apprentice is required to work overtime, he shall receive credit on the term of apprenticeship for only the actual hours worked.

The Joint Apprenticeship Committee may limit the hours of overtime work of an apprentice where excessive work schedules interfere with his related training.

#### **ARTICLE 8 - RATIO**

The ratio of apprentices to journeymen shall be one (1) apprentice to each eight (8) journeymen employed in a respective trade. In trades where there are less than eight (8) journeymen, one (1) apprentice may be assigned in that trade. In the Machine Trades, the number of journeymen on which to base the number of apprentices shall be the total of journeymen classified in the specific trade as:

- (a) tradesmen,
- (b) operators of basic and promotional machines and/or operations.

When there are no journeymen laid off or available in a trade, the Joint Apprenticeship Committee may mutually agree to add apprentices over and above the one (1) to eight (8) ratio, if acceptable to the Ministry of Colleges and Universities.

When a reduction in force occurs in a trade where apprentices are employed, apprentices first shall be laid off until the ratio of apprentices to journeymen is one (1) to eight (8) or major fraction of eight (8). Thereafter, apprentices shall be laid off proportionately to maintain such ratio.

In the event that the ratio at the time of layoff is less than one (1) apprentice to eight (8) journeymen, then the ratio existing at the time of layoff shall be maintained, based on the major fraction principle, until all journeymen in the respective trade are recalled.

The apprentices will exercise their seniority in their own group.

For example, if there are four apprentices in any specific trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.

In the event the reduction in force is due to unusual circumstances, including, but not confined to: a transfer of or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force; the parties locally shall mutually agree to an acceptable layoff and recall plan as per the current Collective Agreement. Such a layoff plan may provide for reducing the ratio below one (1) to eight (8), or for laying off all apprentices in a particular trade.

An employee having seniority in the plant who enters the apprentice training program, shall, during the period of his apprenticeship, retain seniority in his former seniority group and, if laid off or dismissed from the apprentice training program, he shall be returned to his former seniority group in the plant in line with such established seniority in his former seniority group.

When the work force is increased in a trade, apprentices must be recalled according to trade apprentice seniority when the journeymen increase permits the maintenance of the ratio used at the time of layoff. Thereafter, all apprentices in a trade shall be recalled before any new journeymen shall be hired.

#### **ARTICLE 9 - DISCIPLINE**

The Committee shall have the authority to counsel an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause pertaining to his apprenticeship such as:

- (a) Inability to learn
- (b) Unsatisfactory work
- (c) Lack of interest in his work or education

Such counselling or cancellation shall not be subject to the Grievance Procedure.

This shall not limit the right of the Company to discipline an

apprentice for cause for matters not related to his training as an apprentice. Such discipline by the Company shall be subject to the Grievance Procedure.

#### **ARTICLE 10 - WAGES**

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

- 1st 1000 hours -  
not less than sixty-five (65) percent of the journeyman's wage rate.
- 2nd 1000 hours -  
not less than seventy (70) percent of the journeyman's wage rate.
- 3rd 1000 hours -  
not less than seventy-five (75) percent of the journeyman's wage rate.
- 4th 1000 hours -  
not less than eighty (80) percent of the journeyman's wage rate.
- 5th 1000 hours -  
not less than eighty-five (85) percent of the journeyman's wage rate.
- 6th 1000 hours -  
not less than ninety (90) percent of the journeyman's wage rate.
- 7th 1000 hours -  
not less than ninety-five (95) percent of the journeyman's wage rate.

At completion of 8,000 hours and successfully passing the Certificate of Qualification (COQ) the classification rate of the trade.

The apprentice shall be paid his regular hourly rate for actual school attendance, if during regular working hours. If the apprentice is sent to a Community College, Trade School or other outside course, for any period of time, the Company agrees to make up the difference in pay between the regular subsidy received from the Ministry of Colleges and Universities

and the regular pay he would have received had he remained in the plant.

The Corporation agrees to pay, on behalf of apprentices covered by this Agreement, registration fees and/or tuition required in connection with related training under the Apprenticeship Programme.

If the apprentice is laid off, he may elect to continue school classes. Tuition, and time spent in class during such layoff period will be paid upon the return of the apprentice to the Apprenticeship Programme. Tuition and book receipts will be presented to the Company by the apprentice.

The apprentice shall also receive the applicable percentage of the annual improvement factor and the full amount of all cost of living increases and the full amount of all improvement share payouts that is accorded all plant employees.

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 signing the Apprenticeship Agreement, the wage rate for the period to which such credit advances them.

Bargaining unit employee will start at not less than \$14.63 per hour plus cost of living allowance plus improvement share until normal advancement within the Apprenticeship programme places them at a higher rate.

When an apprentice has satisfactorily completed the applicable number of hours on-the-job training and minimum school hours, and passed his Certificate of Qualification (COQ) he is to receive not less than the rate paid to skilled journeymen in the trade in which he has served his apprenticeship.

1) Industrial Millwright Apprentice

Starting wage effective June 1 of each corresponding year of the Collective Agreement shall be as listed in Appendix "A".

May 31, 1993	\$14.63
Nov. 29, 1993	\$14.78
May 30, 1994	\$14.92

Nov. 28, 1994	\$15.07
May 29, 1995	\$15.21
Nov. 27, 1995	\$15.36
June 3, 1996	\$15.56
Dec. 2, 1996	\$15.71

Wage schedule for bargaining unit employees as follows:  
 At completion of 1,000 hours- additional 41¢/hour or 65%.  
 At completion of 2,000 hours- additional 41¢/hour or 70%.  
 At completion of 3,000 hours - additional 41¢/hour or 75%.  
 At completion of 4,000 hours - additional 41¢/hour or 80%.  
 At completion of 5,000 hours- additional 41¢/hour or 85%.  
 At completion of 6,000 hours- additional 41¢/hour or 90%.  
 At completion of 7,000 hours- additional 41¢/hour or 95%.  
 At completion of 8,000 hours and successfully passing the COQ to classification rate.

2) Electrical Apprentice

Starting wage effective June 1 of each corresponding year of the Collective Agreement shall be as listed in Appendix "A".

May 31, 1993	\$14.68
Nov. 29, 1993	\$14.83
May 30, 1994	\$14.97
Nov. 28, 1994	\$15.12
May 29, 1995	\$15.26
Nov. 27, 1995	\$15.41
June 3, 1996	\$15.61
Dec. 2, 1996	\$15.76

Wage schedule for bargaining unit employees as follows:  
 At completion of 1,000 hours- additional 36¢/hour or 60%.  
 At completion of 2,000 hours- additional 36¢/hour or 65%.  
 At completion of 3,000 hours- additional 36¢/hour or 70%.  
 At completion of 4,000 hours- additional 36¢/hour or 75%.  
 At completion of 5,000 hours- additional 36¢/hour or 80%.  
 At completion of 6,000 hours- additional 36¢/hour or 85%.  
 At completion of 7,000 hours- additional 36¢/hour or 90%.  
 At completion of 8,000 hours - to a maximum of 95%.  
 At completion of 9,000 hours and successfully passing the COQ to classification rate.

## **ARTICLE 11 - RELATED INSTRUCTION AND SCHOOL ATTENDANCE**

a) Each apprentice shall enroll and attend classes for not less than a minimum of three and one-half (3½) hours weekly and for a total minimum number of related instruction hours as outlined in the Appendix for each particular trade, according to instructions by the Joint Apprenticeship Committee. Each apprentice, after enrollment in such classes, shall be registered with the Kent County Board of Education as an apprentice student.

### **b) Approval of Classroom Instruction**

The location and quality of the classroom instruction shall meet with the approval of the Joint Apprenticeship Committee. The schedule of related instruction shall be outlined in Appendices attached hereto, or as may be supplied by the Community College or the Local Board of Education.

### **c) Enforcement of School Attendance**

In case of failure on the part of any apprentice to fulfill his obligation as to school attendance, the Joint Committee may suspend or revoke his Apprenticeship Agreement, and the Company hereby agrees to carry out the instructions of said Committee in this respect. The apprentice and his parent or guardian hereby agree to abide by any such determination of such Committee.

The Registration Agencies and the Local Union, the Local Board of Education, and the UAW shall be notified of any such cancellation as this will terminate the eligibility of the apprentice as a student.

## **ARTICLE 12 - JOINT APPRENTICESHIP COMMITTEE**

There is hereby established a Joint Apprenticeship Committee as defined in ARTICLE 1. This Committee shall be composed of an equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a Chairperson and a Secretary. When a Company member is a Chairperson, a Union member shall be Secretary, and vice-versa. The Committee shall meet at least once a month or on call of the Chairperson or Secretary or any



two (2) members of the Joint Committee. The Union shall appoint journeymen from the plant who preferably have completed formal apprenticeships, as members of the Joint Apprenticeship Committee.

Each Union member of the Joint Apprenticeship Committee will be paid his regular rate for time spent working on official business of the Joint Apprenticeship Committee for the hours he would otherwise have worked in the plant.

It shall be the duty of the Committee:

1) To see that each prospective apprentice is interviewed and impressed with the responsibilities he is about to accept, as well as the benefits he will receive. This will allow the Committee to designate whom they choose as interviewers, not necessarily Committee members.

2) To accept or reject applicants for apprenticeship after preliminary examination by the Human Resources Department of the Company

The acceptance or rejection of applications for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the Grievance Procedure.

3) To place apprentices under agreement.

4) To hear and decide on all questions involving the apprentices which relate to their apprenticeship.

5) To work out with the Local Board of Education the form, content and schedule of the course or courses of instruction to be provided. The Committee will also cooperate with the school authorities in coordinating the related classroom instruction with the apprentice's basic schedule of work experience.

6) To offer constructive suggestions for improvement of training on the job.

7) To certify the name of graduate apprentices in accordance with ARTICLE 17. No certificates will be issued unless approved by the full Committee.

8) The Company will see to it that the minutes of the Committee

meetings will be furnished to and approved by the Joint Apprenticeship Committee.

9) 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 apprentice under these standards.

10) The elected Skilled Trades committee person may attend all apprenticeship meetings with voice but no vote.

### **ARTICLE 13 - COORDINATION OF APPRENTICES**

Apprentices shall be under the general direction of the Apprentice Co-ordinator and under the immediate direction of the foreman of the department while working with a journeyman to whom assigned. The Apprentice Co-ordinator is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training. No apprentice may be retained on a scheduled work process for the period longer than the time scheduled for such work process unless permission is granted in writing by the Committee.

The Apprentice Co-ordinator, or an individual charged with this responsibility, in consultation with the Joint Committee, shall prepare adequate record forms to be filled in by the foreman under whom the apprentices receive instruction and experience. Foremen shall make a report at least every thirty (30) days to the Apprentice Co-ordinator on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Joint Committee for its approval or disapproval.

If the Apprentice co-ordinator finds that an apprentice shows a lack of interest or does not have ability to become a competent mechanic, he shall place all the facts in the case before the Joint Committee for its decision. Under these circumstances, an apprentice may be permitted to continue in probationary status, required to repeat a specified process or series of processes, or his agreement may be terminated. The Registration Agencies and the Union shall be advised of all terminations and the reasons therefore.

#### **ARTICLE 14 - CONSULTANTS**

The Committee may request interested agencies or organizations to designate a representative to serve as consultant. Consultants will be asked to participate without vote in conferences on special problems related to apprenticeship training which affect the agencies they represent.

This provision shall not be construed to compel any changes in these standards.

Should any dispute arise which cannot be satisfactorily settled within the Committee, either party may ask the Registration Agency to consider the matter.

#### **ARTICLE 15 - SENIORITY**

Upon satisfactory completion of the Apprenticeship Programme, the apprentice will be given 100% of the time on course seniority in the plant or corporation where the apprenticeship is completed as a journeyman.

#### **ARTICLE 16 - APPRENTICESHIP AGREEMENT**

Every Apprenticeship Agreement entered into under these Apprenticeship Standards shall contain a clause making the Standards part of the agreement with the same effect as if expressly written therein. For this reason every applicant (and his parent or guardian, if he is a minor), shall be given an opportunity to read the standards before he signs his Apprenticeship Agreement.

The following shall receive copies of the Apprenticeship Agreement:

- 1) The Apprentice
- 2) The Company
- 3) The Joint Apprenticeship Committee
- 4) Registration Agencies
- 5) The Local Union

#### **ARTICLE 17 - CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon completion of the apprenticeship under these Apprenticeship Standards, the Joint Apprenticeship Committee will request the Industrial Training Branch of the Ministry of Colleges and Universities that a Certificate of Qualification (COQ) signifying completion of the apprenticeship be issued by the Industrial Training Branch of the Ministry of Colleges and Universities.

Upon receiving the Certificate of Qualification (COQ), the Chairperson and Secretary of the Joint Committee will have the right to review said certificate.

#### **ARTICLE 18 - MODIFICATION OF STANDARDS**

These Apprenticeship Standards may be amended or new schedules added at any time upon mutual agreement of the Company and the Union, and shall not be subject to the normal Collective Bargaining process.

#### **ARTICLE 19 - TOOL ALLOWANCE**

After completing the first five hundred (500) hours of employment as an apprentice, the apprentice will be paid one hundred dollars (\$100.00) for the purchase of tools and will be furnished a tool box, which will become the property of the apprentice upon graduation. Upon satisfactory completion of the second five hundred (500) hours of work in the apprenticeship programme, the apprentice may receive the balance of the tool allowance of six hundred dollars (\$600.00) upon presentation of receipt of purchase. Management will assist the apprentice in obtaining tools.

**SCHEDULE OF WORK PROCESSES FOR INDUSTRIAL MILLWRIGHT APPRENTICE**

	<b>Hours</b>
Dismantling, moving, erecting machinery & equipment .....	2000
Repairing & Rebuilding pulleys, belting, conveyors, cranes, elevators, furnaces, shot blast .....	2000
Repairing & Rebuilding conveyor drives and replace speed reducers & reduction boxes .....	1000
Floor layout and installation of machinery and equipment .....	1328
Installation of electric motors, (Does not include wiring) .....	500
Steel Fabrication and Misc. Iron .....	500
Related Instruction .....	672
<b>Total</b> .....	<b>8000</b>

**SCHEDULE OF RELATED INSTRUCTION FOR INDUSTRIAL MILLWRIGHT APPRENTICE**

<b>First Year</b>	<b>Hours</b>
Use, Care & Reading of Tools .....	20
Shop Arithmetic .....	20
Algebra .....	20
Machine Tool Operation Theory .....	44
Blueprint Reading & Drawing .....	44
Safety Instructions .....	20
<b>Total</b> .....	<b>168</b>

<b>Second Year</b>	<b>Hours</b>
Shop Geometry .....	24
Handbook .....	52
Fundamental Shop Drawing Symbols .....	52
Technical English .....	20
Elementary Physics .....	20
<b>Total</b> .....	<b>168</b>

<b>Third Year</b>	<b>Hours</b>
Shop Mathematics .....	60
Welding Theory .....	16
Schematic Drawing & Floor Layout .....	80
Elementary Physics .....	12
Total .....	168

<b>Fourth Year</b>	<b>Hours</b>
Shop Mathematics .....	60
(including Trigonometry)	
Schematic Drawing & Floor Layout .....	16
Strength of Materials .....	80
Social Economics .....	12
Total .....	168

**SCHEDULE OF WORK PROCESSES FOR INDUSTRIAL ELECTRICAL APPRENTICE**

	<b>Hours</b>
Trade Practice .....	900
Electrical & Electronic Theory .....	1000
Blueprints .....	500
Wiring Methods, Power Distribution, Conduits, Raceways and Busways, Illumination .....	1800
Rotating Equipment .....	600
Drive Systems A/C - D/C .....	500
Cranes Elevating & Hoisting Equipment .....	250
Welding Devices .....	250
Furnace Heating .....	500
Programmable Controllers .....	1200
Instrumentation .....	500
Troubleshooting .....	1000
Total .....	9000

SCHEDULE OF RELATED INSTRUCTION FOR INDUSTRIAL ELECTRICAL APPRENTICE

<b>First Year</b>	<b>Hours</b>
Shop Arithmetic and Algebra .....	20
DC Fundamentals, Electroplating, Batteries and Mechanics .....	30
Wiring, Magnetism and Armature Winding .....	32
Generators and Motors .....	35
DC Controllers and Cranes .....	35
Blueprint Reading and Drawing .....	8
Electronic Theory I .....	8
Total .....	168
<b>Second Year</b>	<b>Hours</b>
Shop Geometry, Trigonometry & Vectors .....	52
AC Fundamentals and AC circuits .....	54
Transformers, Polyphase Systems & Alternators .....	54
Electronic Theory II .....	8
Total .....	168
<b>Third Year</b>	<b>Hours</b>
Single & Multi-speed AC Motors and Stator Winding .....	52
AC Controllers and Press Controls .....	54
Instruments, Relays, Reactors and Lightening Arrestors .....	54
Electronic Theory III .....	8
Total .....	168
<b>Fourth Year</b>	<b>Hours</b>
Industrial Electronics & Control Welding .....	56
Blueprint Reading and Drawing .....	56
National Electrical Code .....	56
Total .....	168

**ARTICLE 20 - APPROVAL**

These Standards or any changes or amendments to these Standards will be submitted to the International Skilled Trades Department of the UAW and the Company for approval before becoming effective.

APPROVED BY

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SKILLED TRADES DEPARTMENT, UAW

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EATON YALE LTD., SUSPENSION DIVISION

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INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW and its LOCAL UNION NO. 251

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**CONSULTANTS**

Representing the Ministry of Colleges and Universities

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Representing the International Union, United Automobile, Aero-  
space and Agricultural Implement Workers of America, UAW,  
Skilled Trades Dept.

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## APPENDIX "E"

### U.A.W. PAID EDUCATION LEAVE

The Company agrees to pay into a special fund one (1) cent per hour per employee for all straight time hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the International Union, U.A.W. Local 251 and sent by the Company to the Paid Education Leave Programme Administration Office. Our **NEW MAILING ADDRESS** is:

U.A.W. Local 251  
P.O. Box 22024  
Dufferin Avenue Postal Outlet  
Wallaceburg, Ontario  
N8A 5G4

NOTE: Our building is still located at 88 Elm Drive South in Wallaceburg, Ontario.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, such leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.