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**COLLECTIVE AGREEMENT**

between

**SIEMENS ELECTRIC LIMITED  
Automotive Systems  
North American Motor Operations Division  
(NAMO)**

**London, Ontario**

and

**Canadian Automobile, Aerospace,  
Transportation And General Workers  
Union Of Canada (CAW Canada)  
and its Local 27**

**July 16, 1995 - July 15, 1998**

*Handwritten signature and date: 9/2/96*

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**1. RECOGNITION**

- 1.1 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions, and this Agreement will pertain to all its hourly Employees in the bargaining unit.
- 1.2 The word Employee(s) as used in this Agreement means hourly-rated Employee employed by the "Company" at all of its London locations save and except Supervisors, persons above the rank of Supervisor, office, clerical and sales staff.

**2. MANAGEMENT RIGHTS CLAUSE**

- 2.1 The Union recognizes that it is the sole and exclusive function of the Company to manage its business in all respects, with the exception of those provisions that have been specifically provided for in this Agreement between the Parties.

**3. NO DISCRIMINATION**

- 3.1 The Company and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability and sexual orientation.

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#### 4. UNION DUES

- 4.1 All Union Dues deductions will be made during the first pay period of the month, provided that there are sufficient earnings and will be submitted to the Union's Financial Secretary not later than the last calendar day of the month for which such deductions have been made.
- 4.2 The Company will deduct from Employees, monthly Union dues to the extent of two (2) hours and twenty (20) minutes of each Employee's straight-time hourly earnings or such different Union dues deduction amounts as may be stipulated from time-to-time, in writing, by the Financial Secretary on behalf of the Local Union.
- 4.3 Amounts included in Union Dues:
- any amount considered regular pay
- 4.4 Amounts not included in Union Dues deductions are:
- Shift premiums, Overtime premiums, Saturday, Sunday and Holiday premiums, (WI) Weekly Indemnity or (WCB) Workers Compensation Benefits.
- 4.5 Union dues are payable when an Employee receives:
- Vacation pay, Holiday pay, Jury-duty pay or Bereavement pay

- Cost of Living Allowance (COLA)

4.6 During the term of this Agreement, each Employee will, after thirty **(30)** days of Employment, become a member of the Bargaining Unit and authorize the Company to deduct from his/her wages such dues or initiation fees as may be required **by** the local Union **so** as to remain a member in good standing.

## **5. DATA TO BE SUPPLIED TO UNION**

5.1 The Company will supply to the union the following information with the submission of the Union Dues Deductions and also furnish the local Chairperson with copies of the same.

- a) Employees transferred into or out of the Bargaining Unit
- b) Employees status (i.e. at work, on vacation, weekly sick benefits, LTD, WCB, retired in the month, any other leave of absence) and the date of occurrence
- c) Layoffs and recalls
- d) Employees who have **lost** seniority
- e) Names, addresses, & postal codes of all retired and active Employees, once a year.

## **6. ACQUIRING SENIORITY**

- 6.1 A list of all Plant Employees, in order of their respective dates of hire, will be compiled by the Company and the position of these Employees on such Seniority list shall constitute their Seniority standing.
- 6.2 The Seniority list will be reviewed, quarterly, if necessary, and posted on all Plant Bulletin Boards so as to be visible to Employees, at all times.
- 6.3 Copies of the Seniority List will be furnished to the Local Union and to the Chairperson of the Union Plant Committee.
- 6.4 Seniority shall be applied in accordance with this Agreement on a Company-wide seniority basis. Employees transferred, from one Department to another, shall incur no loss of Seniority as the result of such transfer.

## **7. PROBATIONARY EMPLOYEE**

- 7.1 Upon successful completion of the Probationary period, as described above, such Employees shall have their names added to the Seniority list in the order of their respective dates of hire.
- 7.2 All newly hired Plant Employees shall be considered to be on probation for a period of sixty (60) full days worked or four hundred eighty (480) hours worked. During the Probationary period, the Company may terminate such a Probationary

Employee for a “lesser standard” and for reasons **less** serious than “just cause”. The individual concerned will be given a written explanation for the decision and will have access to the Grievance procedure.

7.3 Upon completion of the probationary period, **an** Employee’s Seniority shall date back to the first day worked in the Bargaining Unit.

## **8. LOSS OF SENIORITY**

8.1 **An** Employee’s Seniority shall be considered broken and Employment relationship ended if

- a) She voluntarily **quits** the employ of the Company.
- b) She is terminated for just cause and **is** not reinstated in keeping with **the** provisions of the Collective Agreement.
- c) She overstays a Leave of Absence or remains off work without permission from the Company for three **(3)** consecutive **working** days unless reasons satisfactory to **the** Company, are supplied.
- d) **A** laid-off Employee fails to report for work in accordance with a notice **of** recall within five **(5)** **working** days after the registered mail date of such notice.



e) **An** Employee is transferred to a position outside the bargaining unit, within the provisions of the Collective Agreement.

8.2 Seniority Employees have a minimum of one (1) year recall rights and, time for time hereafter, to a maximum of twenty-four (24) months.

8.3 It will be the responsibility of the Employee to keep the Company informed of his/her correct address, phone number and related information concerning his/her personal record at all times and the Company only assumes responsibility for contacting an Employee at his/her last address on record with the Company.

8.4 Employees with Seniority who are transferred out of the Bargaining Unit shall retain their established seniority which they had up to the time of transferring out of the Bargaining Unit.

**9. LAYOFFS AND RECALLS**

9.1 The Company will notify Employees, as soon as practically possible, of pending lay-offs.

9.2 Employees laid-off in accordance with the above provisions, will be returned to work in line with their respective seniority in which they were laid off, provided that they are able to perform the available work.

- 9.3 The Company will provide the Chairperson of the Union Plant Committee with a list of Employees to be laid off or recalled.
- 9.4 The Union Plant Committee will be retained in the Company employ during its respective terms of office, notwithstanding their position on the seniority list, **so** long as the Company has work available which Committee members are able to perform.
- 9.5 Whenever it becomes necessary to reduce the workforce, probationary Employees will be laid-off first. If further lay-offs are necessary, Employees with the least amount of Seniority shall be laid off on a Company-wide seniority basis, provided those remaining with more Seniority are able to do the work available.
- 9.6 It is recognized and understood that Employees may be laid-off in their Department without respect to their Seniority from the job that they may be performing for a period not exceeding two (2) working days for a maximum of ten (10) working days, per calendar year. Such "temporary" lay-offs are caused by part shortages or related causes and will be kept to a minimum. Incidents beyond the control of the Company, which shall be kept to a minimum, shall fall within the provisions of **this** temporary lay-off clause.

9.7 The following guidelines apply:

- a) Those who volunteer will be laid off.
- b) The remaining Employees will be laid off according to the seniority within the Department.
- c) The above procedure will be introduced in the Ford HVAC Department within six (6) months after the signing of the Collective Agreement, for the purposes of cross-training.

**10. WAGE ADMINISTRATION & RATE PROTECTION**

10.1 Wage adjustments will be made in the following **manner:**

- In the case of **an** Employee moving from a higher to a lower classification rate, she will be paid the higher rate to the end of the shift.

## 11. JOB POSTING

- 11.1 Such job opportunities will be posted for three (3) consecutive work days, containing the specific skill requirements.
- 11.2 Each Job Posting will specify a posting number, job title, number of positions, shift and location, specifying also the requirements of the job, including education, experience and skill(s) requirements.
- 11.3 When completed, the job bid application must be filed with the Employee's Supervisor and returned by the deadline for applications, shown on the form. Successful applicants will be informed following the completion of the interviews.
- 11.4 The Company will post the result of such vacancies within three (3) working days and the Employee awarded the job posting(s) will be transferred within ten (10) working days. The Union Chairperson will be notified when this is not possible.
- 11.5 Where skill and ability from among those applying are relatively equal, the Employee with the highest seniority shall be awarded the job.
- 11.6 All permanent vacancies, defined as jobs that have been vacant for a period of twenty (20) consecutive working days, with the exception of the Assembler classification, will be posted. Experience gained by an Employee on a

temporary basis, on that job, in the twenty **(20)** day period before the posting, is not considered.

**11.7** Employees may not be awarded more than two **(2)** successful job postings in any twelve **(12)** month period.

**11.8** Seniority Employees may wish to file their preference to work either the day, afternoon or night shifts. This completed "Shift Change Request/Refusal Form" must be submitted to the Human Resources Department through the Employee's immediate Supervisor. These requests will be considered from the date of filing and transfers will be granted when an opening occurs for that preferred shift. Such requests will be valid for one **(1)** year.

**11.9** In the event that an Employee does not succeed on a job after having been awarded a job posting in keeping with the terms of the Collective Agreement, the Employee will be given the opportunity to transfer back to the job s/he held just prior to the successful job bid. This will not be counted towards one **(1)** of the two **(2)** successful job bids within twelve **(12)** months.

## 12. TRAINING OPPORTUNITIES

- 12.1 In order to accommodate those Employees in production classifications to acquire needed skills on future job postings, the Company will, from time to time, post training opportunities for certain classifications for a period not exceeding thirty (30) working days by seniority, provided that those applying have the potential to succeed. These basic requirements will be posted.
- 12.2 Upon completion of the training period, the successful application will return to his former job classification.
- 12.3 S/he must bid on the next job posting for which s/he is qualified by reason of such training and meet the full job bid requirements to be successful on the permanent job vacancy.

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## 13. INCAPACITATED EMPLOYEES

- 13.1 In the event an employee becomes physically handicapped and is unable to continue their job, exception will be made in favour of such employee on the following basis.
- 13.2 If a job vacancy occurs, which an incapacitated employee can perform, they will be placed on such job without the necessity of a job posting. A Doctor's certification of disability by the employee's own Doctor, must be submitted.

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- 13.3 An employee placed on a job because of a disability will have that disability reviewed at least annually.
- 13.4 The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.
- 13.5 A Doctor's certificate of disability, by the Employee's **own** Doctor and, if requested by the Company from the Company Doctor, must be submitted. If a disagreement occurs between the Employee's own Doctor and the Company Doctor, the Employee will be referred to the London Regional Evaluation Centre and their decision will be binding on ~~the~~ parties.

#### **14. GRIEVANCEPROCEDURE**

- 14.1 A Grievance shall be defined as a dispute or alleged violation of the administration and or interpretation of the provisions of the Collective Agreement.

##### **14.2 Step One**

The Employee shall verbally present the complaint to his/her respective Supervisor within five (5) working days of ~~the~~ occurrence or when it should have reasonably been known of such alleged violation of the Collective Agreement. If the

Supervisor's answer is not satisfactory, she may advise the Supervisor, accordingly, and that s/he would like to have his/her Union Representative present for a meeting which will be held with the Supervisor, the Employee and the Union Representative for the purposes of resolving the alleged violation.

**14.3 Step Two**

If the Supervisor fails to settle the alleged violation within five (5) working days, the Employee shall reduce to writing the Grievance identifying the article(s) of the Agreement alleged to have been violated.

**14.4 Step Three**

If the Grievance is not settled within two (2) working days at Step Two, above, it shall be forwarded to the Director, Human Resources, or his designate, within two (2) working days and will call a meeting with the Union Committee within five (5) working days.

14.5 If requested by either party, the National Representative or his/her designate, may attend at Step Three of the Grievance procedure.

14.6 The Director, Human Resources, or his designate, will answer the Grievance within five (5) working days from the date of such meeting.



14.7 Terminations and/or suspensions will be automatically referred to Step Three of the Grievance Procedure.

**15. Arbitration**

15.1 If either party intends to take a Grievance to Arbitration, it shall do so by notifying the other party, in writing, within fifteen (15) working days of Step Three (3), above.

15.2 The parties agree to submit a Grievance to Arbitration from a list of four (4) permanently, pre-selected Arbitrators, who have been mutually agreed upon between the parties starting with a top-down rotation on an alternating basis, from one (1) to four (4). This rotation shall be repeated once the cycle has been completed. The parties have agreed to the following Arbitrators, for the duration of this agreement:

- |              |                |
|--------------|----------------|
| 1. W. Rayner | 3. K. Hinnegan |
| 2. L. McLean | 4. D. Harris   |

15.3 The decision of the Arbitrator shall be final and binding.

**16. Policy Grievance**

16.1 Either the Company or the Union may file a Policy Grievance concerning the interpretation, application or alleged violation of the Collective

Agreement on a matter arising directly between the Company and the Union. Such Grievances shall commence at Step 3 of the Grievance Procedure.

16.2 When two (2) or more Employees wish to file a Grievance arising from the same incident/cause, such Grievance may be handled as a Group or Policy Grievance and presented to the Company, beginning at Step Two (2) of the Grievance procedure.

## 17. LEAVE OF ABSENCE

17.1 Written requests for Leaves of Absence, without pay, filed by Employees in writing with their respective Supervisor(s), will be duly considered by the Company and after all relevant conditions have been considered, including production requirements, a Leave of Absence may be granted for a period not exceeding thirty (30) working days, without loss of Seniority or Benefits.

17.2 A Bargaining Unit Employee elected or appointed to a Union position outside the Company, will be granted an unpaid temporary Leave of Absence, without loss of Seniority or Benefits to work for the Union for a period of one (1) year or less. Such leave will be extended if applied prior to the expiry date.

17.3 The Company will grant all reasonable requests for Leaves of Absence to members of the Union to

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14 attend to Union Business outside the plant and will bill the Union, monthly, for all costs for such Leaves. Seniority and Benefits will continue in keeping with the provisions of the Collective Agreement.

17.4 If an Employee utilizes a Leave of Absence for purposes other than those for which the Leave of Absence was originally granted, then the Employee's seniority shall be considered broken and the Employment relationship ended.

#### 18. MATERNITY, ADOPTION & PARENTAL LEAVE

Maternity, Adoption and Parental Leaves of Absence will be granted, without pay, subject to the following:

18.1 Maternity leaves of absences will be granted, subject to the following:

- Employees with thirteen (13) weeks or more of service prior to the date of the scheduled leave will be eligible.
- The Employee must state her intention to return to work and make a formal application for a maternity leave of absence at least two (2) weeks prior to the date of leaving. Such application must be accompanied by a certificate from a legally qualified, medical practitioner, stating the expected date of birth. Formal application will be waived in the case of an Employee, who

stops work because of birth that happens earlier than the date upon which the Employee was expected to.

- Leave of Absence may begin no earlier than seventeen (17) weeks before the expected birth date unless an employee stops work because of complications or earlier delivery date as described above.

18.2 Leaves of Absence will be granted under the following options:

- **Option 1:** A period of up to seventeen (17) weeks for a maternity leave and a period of up to eighteen (18) weeks for a parental leave. The period of the leave under this option is up to thirty-five (35) weeks duration.

- **Option 2:** It consists of the period in excess of the combined maternity/parental leave. The leave granted under this option, shall not result in excess of fifty-two (52) weeks from the date of commencement of the maternity leave. Only one option may be selected.

18.3 Adoption leave shall be granted, subject to the following:

- Employees with thirteen (13) weeks or more of service prior to the date of the scheduled leave will be eligible.
- The Employee must state his/her intention to return to work and ~~make~~ formal application for an adoption leave of absence at least two (2) weeks prior to date of leaving.
- A leave will be for a period of up to ~~eighteen~~ (18) weeks, maximum.
- The leave must begin no more than thirty-five (35) weeks after the child comes into the custody, care and control of the Employee for the first time.
- The Employee will be credited with accrual of seniority for up to eighteen (18) weeks.

18.4 Parental Leaves of Absence shall be granted as follows:

- To Employees qualified for maternity leave in the circumstances of a live birth or an Employee who, not having given birth to a child, has ~~thirteen~~ (13) weeks of service prior to the date of parental leave and:
  - a) Who is in a relationship of some permanence with a parent of a child who has come into the Employee's care, custody and control for the first time and who the

Employee intends to treat as a child of his/her own, or

b) Who is the natural father of a newborn child or a child who has come into his care, custody and control for the first time.

- The Employee must state his/her intention to return to work and would make formal application for parental leave of absence at least two (2) weeks prior to the date of leaving.

18.5 Parental leave must begin:

- In the case of an Employee, who has taken maternity leave, immediately following the maternity leave unless the newborn child has not yet come into the custody, care and control of the Employee for the first time, or
- In the case of an Employee, who is not entitled to take maternity leave, no more than thirty-five (35) weeks after the child is born or comes into the custody, care and control of the Employee for the first time.
- A Parental leave will be for a period of up to eighteen (18) weeks, maximum.

18.6 Return to work following maternity, adoption or parental leave shall be as follows:

- The Employee must request reinstatement from maternity leave, in writing, and she will be reinstated, provided, that she is cleared by the Company Medical Department.
- When an Employee is ready to return from maternity, adoption and/or parental leave, reinstatement will be in accordance with the appropriate following procedure:
  - a) Employees with a scheduled date of return up to thirty-five (35) full weeks will be retained on the job held on the date of proceeding on leave, seniority permitting. Should the Employee not have the seniority to be retained she will be placed on an existing vacancy. If no vacancy exists, s/he will have the right to bump a junior Employee, seniority, skills and experience permitting.
  - b) Employees returning from parental leave will be returned to their former job. If the former job does not exist, every effort will be made to place them on a comparable job.
  - c) Employees with a scheduled date of return in excess of thirty-five (35) weeks and up to fifty-two (52) weeks, will be placed on an existing vacancy. If no vacancy exists, s/he will have the right to bump a junior Employee, seniority, skills and experience permitting.

18.7 Benefits during maternity, adoption and parental leave:

- Benefit coverage, when approved by the Company, shall be maintained for eligible Employees while on maternity, adoption and parental leave.

18.8 Disability caused by or resulting from pregnancy or resulting childbirth, or miscarriage, will be treated as any other disability due to sickness, except that no benefits will be paid under the Long-Term Disability Plan (LTD) while the individual is on a maternity leave of absence.

19. **PAID EDUCATION LEAVE**

19.1 The Company agrees to pay into a special fund two cents (2¢) per hour per Employee for all worked hours for the purpose of providing paid education leave. Such leave will be for upgrading the Employee skills in all aspects of trade union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective ~~from~~ date of ratification, and sent by the Company to the following address: CAW Family Education Centre, PEL Training Fund, R.R. #1, Port Elgin, Ontario, NOH 2C5. Make cheques payable to: CAW Leadership Training Fund.

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- 19.2 The Union may select up to four (4) Employees per year to attend Union-sponsored courses for a maximum of twenty (20) days each, spread over a twelve (12) month period, from first day of leave.
- 19.3 Affected Employees will continue to accrue seniority and benefits during such Leaves of Absence.

**20. SHIFT PREMIUM**

- 20.1 Employees working other than the day shift, shall be paid the applicable shift premium in addition to the straight-time base, hourly rate of pay, as follows:

Afternoon Shift: 25¢ per hour  
Night Shift: 35¢ per hour

- 20.2 It is understood that overtime payment does not apply to shift premiums.

**21. REPORTING IN PAY**

- 21.1 An Employee reporting for work, unless previously notified by the Company not to report, at **the** last address and phone number filed with the Company's Human Resources Department, will be paid four (4) hours of his/her regular rate of pay.

21.2 In the event of adverse weather conditions, local radio announcements at least one (1) hour in advance of the affected shift or individual notice shall constitute proper notice and not be subject to the "Reporting in Pay" provision.

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**22. EMERGENCY CALL-BACK PAY**

22.1 **An** Employee called-back to work after completing his/her shift and after having left the plant, shall be paid at the rate of time and one half (1-112) and double (2) times for Sundays, in addition to any Holiday pay, if applicable, up to a maximum of four (4) hours of his/her regular pay, whichever is the greater.

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22.2 **An** Employee called in to work overtime prior to the start of his/her regular shift is not entitled to call-in pay.

**23. INJURY ON THE JOB**

23.1 Employees injured at work and who, as the result, are sent home by the Company, shall be paid their regular earnings for the balance of their shift.

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**24. JURY DUTY**

24.1 The Company agrees to make up the difference between the amount paid by the Court and an Employee's regular rate of pay, when such an Employee is called for Jury Duty or subpoenaed as a Crown witness.

a) Proper notification

b) Make up difference between pay received from any source and regular earnings per eight (8) hour day.

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**25. BEREAVEMENT LEAVE**

25.1 In the event of the death of a spouse, child, mother or father, sister or brother, father-in-law or mother-in-law, sister-in-law or brother-in-law, step-parent or a step-parent of a current spouse, stepchild, stepsister, or step-brother, grandparents of a current spouse, grandparents, grandchildren, of any employee covered by this Agreement, such employee shall be granted an excused absence of three (3) working days at his/her base rate of pay, inclusive of all premiums and shift differentials.

**26. EDUCATION ASSISTANCE**

**26.1** It is the policy of the Company to encourage all employees to engage in personal self-development through various mediums but especially through enrollment in formal academic training courses in the community and at work.

**26.2** The following criteria shall apply:

- a) The courses applied for must be job-related.
- b) Written approval, before enrolling in the course, must be obtained from the Manager, Human Resources, Training & Development.
- c) **Upon** successful completion of the approved subject matter, satisfactory proof must be submitted to the Company before reasonable tuition and book expenses can be approved.

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**27. BULLETIN BOARDS**

27.1 The Company agrees to a Union Bulletin Board in each of the Employee Entrances. Notices posted on such Bulletin Boards must be authorized by the Director, Human Resources or his designate. Such authorization will not be unreasonably withheld.

**28. STRIKES AND LOCKOUTS**

28.1 The Company and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

**29. CLASSIFICATIONS AND WAGE RATES**

29.1 For the duration of this Collective Agreement, the following wage rates will apply:

50%

Job Classification		Min	Max		
<b>1.0 MANUFACTURING</b>					
				Jul 16/95	Jul 21/96
				Jul 21/96	Jul 20/97
Hire Rate: Assembler, Custodian & Cafeteria Assistant			11.20	11.60	12.00
Assembler (1)		11.20	12.20	12.60	13.00
Custodian (1)		11.20	12.20	12.60	13.00
Cafeteria Assistant (1)		11.20	12.20	12.60	13.00
Set U, Class B				17.96	18.36
Set Up Class C - General	C	13.90	16.16	16.56	16.96
Set Up Class E - Set up Operator	D	12.52	13.33	13.73	14.13
Set U, Material Handlin,	F	13.56	14.35	14.75	15.15
Non Certified Machinist (Fuser Tips)	G	14.67	18.36	18.76	19.16
CNC Operator/Programmer	G	14.67	18.36	18.76	19.16
Chemical Technician	J	13.78	17.56	17.96	18.36
Painter/Powdercoat	J	13.30	16.16	16.56	16.96
Painter	L	12.97	14.80	15.20	15.60
Repair Person. Sjb	M		12.75	13.15	13.55
Repair Person. Final	N		13.12	13.52	13.92
Maintenance Clerk	P	12.55	13.44	13.84	14.24
<b>2.0 QUALITY ASSURANCE</b>					
Q.A. Inspector	Q	13.19	15.95	16.35	16.75
CMM Operator (Class A)	R	15.95	17.03	17.43	17.83
CMM Operator (Class B)	S	14.22	16.39	16.79	17.19
Gauge Calibration	T	14.22	16.39	16.79	17.19
ISR Technician	U	14.22	16.39	16.79	17.19
<b>3.0 LOGISTICS</b>					

Truck Driver Level A	V		17.16	17.56	17.96
Truck Driver Level D	W	13.30	14.53	14.93	15.33
Shipper/Receiver/Stores Clerk/Cycle Counter	X	13.19	14.53	14.93	15.33
<b>4.0 PREMIUMS (ADD'L TO ASSEMBLER WAGE)</b>					
<b>Hire Rate: Facilities Helper</b>			11.40	11.80	12.20
Facilities Helper (1)	Z		12.40	12.80	13.20
<b>Hire Rate: Material Handler</b>			12.00	12.40	12.80
Material Handler (1)	A		13.00	13.40	13.80
	A				
(1) These classifications are subject to a 4.0% premium rate of \$1.50 below the rate of the job for a period of one (1) year from the start date.					

### 30. COST OF LIVING ALLOWANCE (COLA)

- 30.1 In addition to the foregoing wage rates, the standard of living of Employees will be protected from fluctuations in the Cost of Living Allowance (COLA) for the duration of this Agreement by the following provisions.
- 30.2 The COLA allowance provided, herein, will be added to the hourly base rate of each Employee for each straight-time hour worked. To clarify the point, for an eight (8) hour overtime assignment on a Saturday, for example, Employees will be eligible to receive eight (8) hours COLA add-on, and not twelve (12).
- 30.3 The COLA formula shall be determined in accordance with the provisions set forth hereunder effective with the start of the **Fist** pay period immediately following the receipt of the official Statistics Canada publication of the Cost of Living Index in the months of September, December, March and June for the previous **month**.
- 30.4 For clarity, it is understood that the pay-out, if any, in September of 1995 shall be for the difference in the Consumer Price Index between August and June 1995; in December for the CPI difference between November and September; in March for the CPI difference between February and December and in June for the CPI difference between May and March, and **so on**.
- 30.5 The base month or starting point shall be June 1995 with a base point of 177.0.



- 30.6 The amount of COLA which shall be in effect as provided above, will be adjusted to the extent of 1¢ per hour upwards or downwards for each .125 of a point change in the Consumer Price Index (CPI) (1981=100) COLA adjustment(s) will be made on a quarterly basis.
- 30.7 No adjustment retroactive or otherwise shall be made due to any revision, retroactive or otherwise, which may be made later in any published Statistics Canada Consumer Price Index.
- 30.8 In the event that the CPI, as published by Statistics Canada, is amended in any way, such new index will not be used, but instead, the present CPI will be retained.

**31. PARTIAL OR TOTAL PLANT CLOSURE**

- 31.1 The Company shall advise the Union as soon as practically possible of any contemplated shutdown of operations that will affect the Employees.
- 31.2 The Union and the Company will meet as soon as is practically possible to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the Employees involved.

**32. JOB PLACEMENT**

- 32.1 In the event that Seniority Employees are laid-off beyond thirteen (13) weeks, the Company and

Union will work with the Ministry of Labour concerning the statutory provisions of such lay-offs and jointly work towards the successful placement of the effected Employees with other Industries.

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**33. HOURS OF WORK**

**33.1 Day Shift**

The regular hours of work for the first shift shall not exceed forty (40) hours per week, eight (8) hours per day, starting Mondays between 6:30 a.m. and 7:15 a.m. or such other period of consecutive hours, as may be necessary.

**33.2 Afternoon Shift**

The regular hours of work for the second shift shall not exceed forty (40) hours per week, eight (8) hours per day, starting between 2:45 p.m. and 4:00 p.m. or such other period of consecutive hours as may be necessary.

**33.3 Night Shift**

The regular hours of work for the third shift shall not exceed forty (40) hours per week, eight (8) hours per day, starting between 10:00 p.m. and 12:15 a.m. or such other period of consecutive hours as may be necessary.

**34. PAID REST PERIOD(S)**

34.1 There shall be two (2) fifteen minute paid break periods per regular shift. The scheduled breaks in effect at the time of signing the Collective

Agreement will remain in place and any changes will be by agreement between the parties.

- 34.2 When three (3) shifts are running on a continuous twenty-four (24) hour production operation in an area or Department, there shall be a twenty (20) minute paid lunch. In all other cases, shifts will be eight-and-one-half hours (8-1/2) in duration, with an unpaid one-half (1/2) hour lunch. The scheduled breaks in effect at the time of signing the Collective Agreement will remain in place and any changes will be by agreement between the parties.

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### 35. OVERTIMEPAY

- 35.1 All hours worked in excess of eight (8) hours per day or on Saturdays, shall be paid at the rate of time and one-half (1-1/2) and all hours worked on Sundays, shall be paid at the rate of double (2) time, in addition to the respective paid holiday, where applicable.
- 35.2 Employees scheduled to work a minimum of two (2) full hours overtime, following directly on from their just completed shift, will be eligible to take a five (5) minute paid break, before actually commencing the two (2) hour overtime assignment.
- 35.3 The same provision will apply for each subsequent, full two (2) hour overtime assignment worked beyond the completed, ~~initial~~ two (2) hour overtime assignment.

### 36. OVERTIME EQUALIZATION

- 36.1 Overtime will be evenly divided among those Employees normally performing the work to be required. A list shall be posted weekly showing the hours of overtime worked by each Employee.
- 36.2 Any new Employee shall be credited with the average number of hours in the classification to which he/she is assigned. For Employees who are on Leave of Absence in excess of 30 work days, the same application will apply.
- 36.3 Any Employee who changes classifications shall be credited with the average number of hours in the classification to which he/she enters. Hours offered and refused will be credited
- 36.4 The Company will make all reasonable effort to notify Employees as early as possible in advance of overtime work assignments.
- 36.5 Employees, where possible, will be given at least one (1) hour before the shift ends for an extended shift, or in the case of a weekend, such as Saturday, Sunday or a holiday, the work notice for overtime work will be given by the end of shift on Thursday, prior to the weekend and Holidays.
- 36.6 **An** Overtime assignment refused because it was offered to an Employee after the above time lines, will not be charged against the Employee for overtime equalization purposes.

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**37. UNION REPRESENTATION**

- 37.1 The Company shall recognize a Committee, in addition to the Chairperson, which shall constitute the Plant Committee and Negotiating Committee.
- 37.2 The Committee, not exceeding a total of seven (7) in number, shall consist of: One (1) Chairperson, four (4) Representatives from the Adelaide Street Plant, one (1) Representative from the Newbold Street facility and one (1) Skilled Trades Representative.
- 37.3 This Committee will meet with the Company on a regular basis that is mutually agreed upon. The purpose of these meetings is to discuss and resolve grievances and other matters that either party may raise. The Company shall supply the meeting room during regular working hours.
- 37.4 The Committee shall be elected by, and composed of, fellow bargaining unit Employees. The Director, Human Resources, will be notified by the Union, in writing, of the election to office of each member and notified, promptly, of any changes. The Committee will be scheduled for work on the day shift, only.
- 37.5 The Chairperson, or the alternate Chairperson, will be paid the highest Skilled Trades rate for all hours worked, to a maximum of 40 hours per week.
- 37.6 Union Committee Representatives, shall request from their respective Supervisor(s), permission

before leaving their workstations, to investigate complaints or Grievances and notify the Supervisor, when returning. Permission will not be unreasonably withheld.

37.7 Before engaging another Employee on a Union matter, during working hours, a Union Representative must first obtain permission from his own or the Employee's Supervisor, as the case may be, and ask permission of the Supervisor of any **Department** the Representative finds necessary to visit. Permission will not be unreasonably withheld. Time will be paid for at the regular rate of pay.

37.8 The Company will recognize Alternate Union Representatives on all shifts, on a proportionate basis, and the Company will be kept informed, in writing, of any such Alternates. ~~In~~ the event that a shift does not have a Representative, the Union may appoint someone from that shift to act as an Alternate. The Union Committee Chairperson shall notify the Director, Human Resources, in writing, of any such appointments, without delay. The Alternates shall be bound by the same standards as the regular Plant Committee.

### 38. WORK BY SUPERVISORS

38.1 Supervisors will, normally, not ~~perform~~ work of the Bargaining Unit Employees. It is agreed to and understood, however, that there are exceptions such as emergencies and also in situations

involving familiarization, instructions and training. No Bargaining Unit Employees shall be laid-off or displaced in the result.

### **39. NEW JOB**

39.1 When a new job is created, the Company may assign an Employee to such job for a period not exceeding thirty (30) worked days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) worked days of commencement of the new job. The Company agrees to discuss with the Committee and provide all such data used to arrive at the new classification and rate.

39.2 The normal Grievance procedure will apply if Agreement is not reached between the parties.

### **40. ADMINISTRATION OF DISCIPLINE**

40.1 No disciplinary action shall remain against an Employee's record for a period longer than twenty-four (24) months.

40.2 An Employee being requested to meet with his/her respective Supervisor for the purposes of having a verbal or written warning placed against his/her record or when being suspended from work, without pay or being terminated, is entitled to Union Representation during such meeting. The Employee will be informed of his/her right to

Union Representation and the meeting will not start until the Union Representative is present.

40.3 All disciplinary notations that may have been on Employees' files prior to the signing of the first Collective Agreement entered into by the parties, will be withdrawn from each Employee's file.

**41. HEALTH, SAFETY AND ENVIRONMENT**

41.1 The parties **agree** that they mutually desire to maintain required standards **of** Health and Safety in the plant(s) so as to prevent industrial illness and injury and the Company shall make all reasonable **and** statutory provisions for the Health and Safety **of its** Employees and for the protection of the environment.

41.2 The parties agree to maintain a joint Health and Safety Committee including representation for each of the three (3) Business Units, namely: Cooling, HVAC and the Aftermarket in accordance with the Occupational Health and Safety Act, its regulations, codes of practices, guidelines, environmental laws and **codes** and regulations.

41.3 The Joint Health and Safety Committee shall consist **of** twelve (12) members, at least half of whom shall be Employees of the bargaining unit chosen by the Union.



- 41.4 The normal term of office for Committee Members is three (3) years.
- 41.5 The Committee shall have two (2) Co-chairs, who shall rotate on a monthly basis, one (1) chosen by the Union and the other by the Company.
- 41.6 Among other things, the respective Committee will determine the inspections that ~~are~~ to be carried out on a monthly basis, including buildings, structures, grounds, tools, equipment, machinery and work practices and methods so as to be pro-active concerning the work environment and working conditions, including ergonomics, personal protective equipment, lock-out programme, heat stress, determine that accident and incident investigations have been conducted, recommend measures required to comply with the appropriate laws about hazards, the work environment, solicit and consider recommendations from their fellow Employees with respect to Health and Safety and environmental matters and recommend implementation, where warranted. The Union Co-Chair will be involved in all of the foregoing.
- 41.7 Each member of the Joint Health and Safety Committee shall receive minutes of the monthly meetings, a copy of which shall be posted on all Plant Bulletin Boards.
- 41.8 The Committee shall also have access to reports of current accidents, industrial diseases,

environmental accidents/incidents, their causes and means of prevention, remedial action(s) taken or required to be taken by the reports of investigations or inspections, including any other matters pertaining to Health, Safety and the Environment, have access *to* and receive copies of pertinent reports, records and documents. The Union Co-Chair will be involved in all of the foregoing.

41.9 Time spent by members of the Committee in the course of their duties, shall be considered time worked and shall be paid in keeping with the terms of the Collective Agreement.

- 41.10 The Company will ensure that all Employees are informed of their rights, duties and responsibilities under the Occupational Health and Safety Act (Ontario), including the right to refuse unsafe work, and that no Employee will be disciplined when exercising his/her rights under the respective statutory provisions.
- 41.11 The Union Health and Safety Environmental staff or advisors will have reasonable access to the workplace when adequate advance notice is received by the Manager, Environmental, Health & Safety.
- 41.12 The Company will continue its present practice to provide personal protective equipment, including the current cost of safety boots and prescription safety glasses with frames of the Employee's choice.
- 41.13 Each year at 11:00 a.m. on April 28, as proclaimed by the Federal Government, work will stop and one minute of silence will be observed in memory of Canadian workers fatally injured on the job and to promote health and safety awareness among the Employees.

**42. VACATION PLAN**

42.1 The Company will grant vacation in accordance with the Employment Standards Act (Ontario) and further agrees to provide additional vacation to eligible Employees based on their continuous and active service.

42.2 Employees will be eligible for vacation credits and vacation pay calculated on gross earnings for hours worked on the following criteria:

- a) Less than one (1) year service, one (1) week vacation or four percent (**4%**)
- b) One (1) year but less than three (3) years of service, two (2) weeks vacation or four percent (**4%**).
- c) Three (3) years but less than ~~ten~~ (10) years of service, ~~three~~ (3) weeks vacation or six percent (6%).
- d) Ten (10) years but less than twenty (20) years of service, four (**4**) weeks vacation or eight percent (8%).
- e) Twenty (20) years or more of service, five (**5**) weeks vacation or ~~ten~~ percent (10%).

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- 42.3 If an Employee is absent for any reason during the vacation year, the percentage calculation will determine the amount of vacation pay.
- 42.4 Vacation pay changes to six percent (6%), eight percent (8%) or ten percent (10%) of gross earnings on the third, tenth and twentieth anniversary hire date of each Employee.
- 42.5 Employees must take their earned vacation during the annual plant shutdown, except for those Employees requested to work during that period on assignments to maintain essential services.
- 42.6 Preference as **to** when eligible Employees can take their third (3rd), fourth (4th) or fifth (5th) ~~week~~ of vacation, will be determined based on seniority and on a first-come, first-served basis.
- 42.7 All vacations must be taken by December 31st of each calendar year and cannot be carried over into the next calendar year.
- 42.8 **In** the event that a paid Holiday falls within **an** Employees assigned vacation period, the Employee must take that day immediately before or immediately after his vacation period.
- 42.9 The Company reserves **the** right to schedule an annual Plant vacation shutdown.

42.10 An Employee who has less vacation weeks to his/her credit than the number of shutdown weeks, will be afforded the first opportunity to work during the annual Plant shutdown. If no work is available, an unpaid Leave of Absence will be granted, and the effected Employee may wish to apply for Unemployment Insurance Benefits.

42.11 Employees leaving the Company, will receive payment for unused vacation credits earned to the date of the separation.

**43. PAID HOLIDAYS**

43.1 For the duration of this Collective Agreement, seniority Employees are eligible to be paid at their respective straight-time hourly base rate for the following holidays:

1995	January 01	New Year's Day
	January 1	New Year's Day
	March 28	Good Friday
	April 5	Good Friday
	May 20	Victoria Day
	July 1	Canada Day
	August 5	Civic Holiday
	September 2	Labour Day
	September 9	Thanksgiving Day
	October 25	Christmas Day
	December 26	Boxing Day
	December 27	Boxing Day
	December 28	Christmas Day
	December 29	Christmas Day
	December 30	
	December 31	
1996	January 1	New Year's Day
	January 1	New Year's Day
	March 28	Good Friday
	April 10	Good Friday
	May 18	Victoria Day
	July 3	Canada Day
	August 4	Civic Holiday
	September 1	Labour Day
	October 13	Thanksgiving Day
	December 24	Christmas Day
	December 25	Christmas Day
	December 26	Boxing Day
	December 27	Boxing Day
	December 28	Christmas Day
	December 29	Christmas Day
	December 30	
	December 31	
1997	January 1	New Year's Day
	January 1	New Year's Day
	March 28	Good Friday
	April 10	Good Friday
	May 18	Victoria Day
	July 3	Canada Day
	August 4	Civic Holiday
	September 1	Labour Day
	October 13	Thanksgiving Day
	December 24	Christmas Day
	December 25	Christmas Day
	December 26	Boxing Day
	December 27	Boxing Day
	December 28	Christmas Day
	December 29	Christmas Day
	December 30	
	December 31	
1998	January 1	New Year's Day
	January 1	New Year's Day
	March 28	Good Friday
	April 10	Good Friday
	May 18	Victoria Day
	July 3	Canada Day
	August 4	Civic Holiday
	September 1	Labour Day
	October 13	Thanksgiving Day
	December 24	Christmas Day
	December 25	Christmas Day
	December 26	Boxing Day
	December 27	Boxing Day
	December 28	Christmas Day
	December 29	Christmas Day
	December 30	
	December 31	

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- 43.2 Seniority Employees are eligible to be paid for the above holidays, provided that they work their last normally scheduled working hours on the regular working day immediately before and immediately after the holiday(s).
- 43.3 When a paid Holiday falls within an Employees scheduled vacation period, an additional vacation day(s) will be added so as to extend the vacation period by the corresponding holiday(s). This extra day(s) must be taken immediately before or immediately after the vacation period and may not be taken later or separate from the originally scheduled vacation period.
- 43.4 Any one Employee having agreed to work on a paid Holiday must report for work on that day and perform the assigned job as s/he would on a regular, normal work day.
- 43.5 Employees working on a defined paid Holiday, will be paid at the rate of two times (2X) of the regular rate of pay, plus the Holiday, if eligible.

#### **44. BENEFITS**

- 44.1 The Company agrees to continue to pay for the cost of providing the existing levels of Employee Benefit coverage which are subject to the terms of the applicable Insurance Plan, with the exception that certain Insurance Benefits have been improved. (See attachment)



45. **PENSION PLAN**

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45.1 The attached Pension Plan is agreed to be the Pension Plan that applies to Employees covered by this Collective Agreement.

46. **SUBSTANCE ABUSE**

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

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

46.3 The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment. If **an** institute, as selected, is not covered under the Employer Health ~~Tax~~, Ontario Hospital Insurance Plan (OHIP), the Company will pay all reasonable cost(s) of the treatment.

**47. SKILLED TRADES LANGUAGE**

47.1 Skilled trades for the purpose of this agreement shall be those trades and classifications listed below:

- Electrician
- Millwright
- Tool & Die
- Machinist

47.2 The term "Journeyman/Woman" as used in this agreement shall mean any person:

- a) who presently holds a Journeyman/Woman classification in the skilled trades occupation as listed in one above, or
- b) who has served a bona fide apprenticeship of four (4) years 8000 hours or five (5) years, 9000 hours and holds a certification which substantiates his/her claim of such service, or
- c) who has eight (8) years of practical experience in the skilled trade or classification in which he/she claims Journeyman's designation and can prove same. A CAW Journeyman/Woman card will be accepted as proof.
- d) any further employment in the Skilled Trades occupations as listed in one above, after signing of this Agreement, shall be limited to Journeymen/Women and apprentices.

47.3

- a) Seniority in the skilled trades shall be by non-interchangeable occupations or trades within the Company. Seniority lists shall be by basic trades or classifications.
- b) Future employees entering a trade shall have date of entry seniority in the skilled trades as listed in number one **(1)** above.
- c) Production workers will not carry their company seniority in to the skilled trades nor will the skilled trades workers exercise their Company seniority in to the general production or non-production groups except where a classification or trade listed in number one above is discontinued or eliminated.

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- d) Such employee will then exercise his/her total company seniority for the purpose of displacing the junior employee in the classification or trade for which he/she is qualified, or shall exercise all of his/her company seniority in the general production, **or** non-production groups under the agreement.

47.4 In the event of a decrease in force in any Skilled Trade or classification the following procedure shall apply:

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- a) FIRST, apprentices will be laid off from their classification in the reverse order of their entry into their apprenticeship.
  - b) SECOND, probationary Employees will be laid off from their classification.
  - c) If further Employees are to be laid off, such Employees will be laid off in order of their seniority within their classification.

47.5 Should a Skilled Trades Employee become permanently medically unfit and unable to follow his/her skilled trade, both the Company and the Union will co-operate in endeavouring to place such an employee on a job he or she is capable of performing taking their total seniority with them. However, if placed in a non-skilled classification he/she shall then forfeit all rights within the Skilled Trades.

47.6 Canadian Skilled Trade Council Dues  
The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, 1/2 hour per year. This first such dues deduction will be made from Employee's first pay following completion of their probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one month's work in the calendar year. These deductions along with the names of the Employees shall be remitted to the Financial Secretary of the local union.

#### **48. SKILLED TRADES APPRENTICES**

48.1 The purpose of the Appendix is to define the provisions governing registration, education, seniority, and all other matters peculiar to Skilled Trades apprenticeships.

48.2 Provisions of the Collective Agreement shall apply to all skilled trades apprentices. ✓

48.3 A Joint Apprenticeship Committee shall be composed of an equal number of members, three (3) from Management and three (3) from the Skilled Trades classification, one of which will be the Skilled Trades Chairperson. One (1) of the Management Committee persons shall be the Chairperson, who shall break the vote in the event of a tie. The function of this Committee shall be to advise on all phases of the Apprenticeship Training Programme. This Committee shall meet quarterly and as required. At least two members of the Committee from the Union and two members of the Committee from the Company must be present in order to administer the Apprenticeship Standards.

#### **48.4 REGISTRATION**

All apprentices will be registered with the Ontario Department of Labour and the Ontario Training Adjustment Board. All apprentices will sign a written Apprenticeship Agreement with the Company.

48.5 INITIAL EDUCATION REQUIREMENTS

**An** Apprentice will be required to have all Ontario Academic Credits or equivalent. Exception to these requirements may be made by the Apprenticeship Committee.

48.6 SCHOOL ATTENDANCE

Apprentices will be required to attend classes for related instruction. Any time spent in the Classroom instruction will be paid for by the Company if the apprentice loses time from his regular work schedule as a result of school attendance. The apprenticeship Committee will establish a related progressive training schedule for the apprentices similar to that recommended by the CAW Apprenticeship Standards, offering full exposure to all aspects of the apprentices trade. The Company will arrange for the apprentices to attend such courses.

48.7 COMPLETION OF APPRENTICESHIP

**An** apprentice, upon completion of his apprenticeship, shall receive the journeyman's classification. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour, unless approved by the Joint Apprenticeship Committee.

48.8 SENIORITY

- a) The apprentices will exercise their seniority in their own classification. (For example, if there are four **(4)** apprentices in the Electrical 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).

- b) Upon satisfactory completion of the Apprenticeship Program, the apprentice will obtain Skilled Trades seniority as of the starting date of the apprenticeship, **minus** any time spent on layoff or in production due to exercising bumping rights due to layoff and accumulation of production seniority at a time of layoff from the apprenticeship.
- c) Employees who enter the Apprenticeship Training Programme shall retain their relative plant seniority until such time as they complete their apprenticeship when the regular apprenticeship seniority rule shall apply. The apprentice will exercise his relative plant seniority at a time of layoff from the apprenticeship.

#### 48.9 RATIO

- a) The **ratio** shall not be more than one apprentice to four (**4**) journeymen. **In** the event of a layoff or recall, the ratio shall be one apprentice to four (**4**) journeymen. The company will endeavour to maintain these ratios.

- b) The above mentioned ratio may be modified as the need **arises** upon approval of the Joint Apprenticeship Committee.

#### 48.10 APPLICATIONS (Restricted Pool)

- a) Notice **of** apprenticeship openings will be posted on the Company's Bulletin Board.
- 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) A numbered application blank will be filled out and each applicant will sign a register noting that *s/he* has received and filed an application.
- d) Applicants meeting the minimum requirements as **per 48.5** will be turned over to the joint Apprenticeship Committee **for** approval or disapproval, but the final hiring decision will rest with the Company.
- e) Applications for apprenticeships will be accepted from anyone outside the Bargaining Unit once all Bargaining Unit Employees have been duly considered but not having met the standard established by the **Company**.



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#### 48.11 CREDIT FOR PREVIOUS EXPERIENCE

Credit for previous related experience in an apprentice training programme, or a Skilled Trade in any plant, may be given up to the time required on any phase of the apprentice shop training or related training schedules. Credits for such previous experience shall be given the apprentice at the time she has satisfactorily demonstrated that she possesses such previous experience and is able to do the job. Related training credit shall be given the apprentice at the time that s/he is requesting credit under the related training schedule. At such time that this 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.

48. 2 DISCIPLINE

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

- Inability to learn
- Unsatisfactory work
- Lack of interest in his/her work ~~or~~ education

b) This shall not limit the right of the Company to discipline an apprentice for cause ~~for~~ matters not related to his/her training as an apprentice. Such discipline by the Company shall be subject to the Grievance Procedure.

48.13 APPRENTICES

Apprentices in each ~~of~~ the Trades covered shall be paid a progressively increasing schedule of wages as follows:

1st 1000 hours not less than 65% of the Journeyman's rate

2nd 1000 hours not less than 70% of the Journeyman's rate

3rd 1000 hours not less than 75% ~~of~~ the Journeyman's rate

~~4th~~ 1000 hours not less than 80% of the Journeyman's rate

5th 1000 hours not less than 85% of the Journeyman's rate

6th 1000 hours **not** less than 90% of the Journeyman's rate

7th 1000 hours not less than 95% of the Journeyman's rate

8th 1000 hours not less than 95% of the Journeyman's rate

**An** Employee with seniority rights who enters the apprenticeship programme will remain at his/her current hourly rate until such time as the percentage (%) of the journeyman's rate is the greater of the two and will continue to progressively increase as **per** above chart.

Anyone newly hired and placed directly into an apprenticeship will begin at 65% of the Journeyman's rate and progress according to the apprentice wage schedule.

49. Skilled Trades: Classifications and Wage Rates



Job Classification		Min	Max		
		Jul 16/95	Jul 21/96	Jul 20/97	
Set Up Class A (Journeyman) Hire Rate (2)	A		20.82	21.32	21.82
Set Up Class A (Journeyman) (2)	A		22.62	23.12	23.62
Certified Skilled Trades Hiring In Rate (2)	A		20.82	21.32	21.82
Certified Skilled Trades (2)	A	20.82	22.62	23.12	23.62
(2) All Skilled Trades Classifications are hired in at the Hire Rate and receive an additional \$0.36 per year of service up to a maximum of \$1.80					

50. DURATION OF AGREEMENT

50.1 The agreement shall be effective the 16th day of July, 1995 to and including the 15th of July 1998. ~~Either~~ party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of 90 days before the expiry date of the Agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

50.2 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of 15th day of July, 1998, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

**LETTER OF UNDERSTANDING**

**Re: Employee Privacy**

It is agreed and understood that Union Representatives will, occasionally require to talk to Employees away from their workstation and outside of break times. This is to be worked out with the respective Supervisor so that Employees will be made available sometime during their shift.

Ed Sasonow,  
Director, Human Resources.

**LETTER OF UNDERSTANDING**

**Re: B.E.S.T. Programme**

The Company agrees to meet, after the signing of the Collective Agreement, and discuss with the Union in offering educational upgrade programmes for Employees through the B.E.S.T. Programme.

Ed Sasonow,  
Director, Human Resources.

**LETTER OF UNDERSTANDING**  
**Re: Harassment in the Workplace**



The Union and the Company recognize the problem of sexual and racial harassment in the workplace and are committed to ending it.

Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual preference, disability, political or religious affiliation, or place of national origin. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

Sexual harassment means any repeated and/or unwelcomed words or actions made by a person who knows or ought to know it is unwelcome and includes but not limited to the following:

- a) unnecessary touching or patting
- b) suggestive remarks or other verbal abuse
- c) compromising invitations
- d) leering at a person's body
- e) demands for sexual favours
- f) physical assault



Sexual harassment is any unwanted attention of sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the Director, Human Resources or his/her designate and the Plant Chairperson and deliver a **copy** to the alleged harasser.

The parties agree that in the event of a complaint of sexual harassment, it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

**An** Arbitrator hearing a complaint or grievance under **this** article shall have the authority to:

- a) determine the appropriate discipline up to and including dismissal
- b) decide that the alleged harasser be transferred, demoted or decide to impose other terms or conditions necessary to provide final and conclusive settlement of the grievance
- c) in no event shall the Arbitrator have the authority to alter, modify, or amend the collective agreement in any respect.

Where sexual harassment is proven and results in the transfer **of** an Employee, it shall be the offender who is

transferred. The complainant shall only be transferred with the complainant's consent.

Nothing in this article shall be considered to negate the right of an Employee to seek compensation through civil action or other legal means for any damages arising from a bonafide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

Once reported to the Company or the Union, the sexual harassment complaint will be thoroughly investigated, forthwith, and the appropriate remedy applied upon due consultation between the parties, within ten (10) working days from the filing of the complaint.

Ed Sasonow.  
Director, Human Resources.

**LETTER OF UNDERSTANDING**  
**Re: European Employees**

It is understood that European Employees of Siemens may, occasionally, be employed in the Bargaining unit on various operations in the plant for the purposes of "know-how" exchange. Such instances will be kept to a **minimum** and shall not be used to displace seniority Employees in the Bargaining Unit.

**AI** Seymour.  
Area Director, CAW.

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**LETTER OF UNDERSTANDING**

**Re: Pay Day**

The Company will make available Employee's pay cheques by one (1) o'clock on Thursdays.

Ed Sasonow.  
Director, Human Resources.

**LETTER OF UNDERSTANDING**  
**Re: Job Evaluation**

In the event that a job needs to be re-evaluated upwards or down during the term of this Agreement, the Company will share all particulars with the Union in a timely fashion.

The normal Grievance procedure will apply if Agreement is not reached between the parties.

Ed Sasonow.  
Director, Human Resources.

**LETTER OF UNDERSTANDING**  
**Re: New Employee Orientation**

In order to appropriately introduce new Employees to the Organization, the Company will conduct as may be required, Orientation sessions, issuing to each Employee a Copy of the Collective Agreement and review with them related details such as Union dues deductions, among **other** things. The Plant Chairperson, if **so** desired, may attend such meetings.

Ed Sasonow.  
Director, **Human** Resources.

**LETTER OF UNDERSTANDING**

**Re: Outside Contracting**

This letter will confirm the Company's policy concerning the performance of maintenance or trades work and the circumstances under which it may be contracted out.

It is recognized and understood that, at times, and for varying reasons, it is not considered practical or advisable for certain work to be performed in-house. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed. This letter is not to be regarded as affecting that right. Provided, however, we have the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality and within projected time limits, it is our intention and desire to keep such work within the Company. The Company will provide the appropriate Skilled Trades Steward with advance notice of outside contracting relating to work which is normally performed by the Skilled Trade workforce.

No bargaining unit Employee with the appropriate skills and ability shall be laid off while work belonging to the Company is being performed by outside contractors, provided that the Company has the necessary facilities and equipment and the work can be performed by such Employees in a competitive manner.

Al Seymour.  
Area Director. CAW.



**LETTER OF UNDERSTANDING**  
**Re: Jurisdiction of Work**

It is agreed between the parties to discuss any questions of job jurisdiction, should the occasion arise, with the Skilled Trades Representative in an effort to resolve the issue(s). The parties may call upon the National Skilled Trades Representative to assist in the matter, if necessary.

Ed Sasonow,  
Director, Human Resources.

**LETTER OF UNDERSTANDING**  
**Re: Technological and Technique Change**

During negotiations, the Company and the Union discussed changes in technology and techniques that could possibly cause a change in the number of Employee's in the Bargaining Unit.

While the Company and the Union realize the importance of keeping abreast of new methods of manufacturing that will allow us to remain competitive, we must also recognize the necessity of upgrading the skills of the workforce to keep any impact from new technology and techniques to a minimum.

The Company will notify the Union as far in advance as possible of any decision to apply new technology and techniques which may substantially change the nature of the workforce.

The Company will make the necessary training available for all employees to become qualified in the skills required because of technological change. This training may be done on site, at a community college or other facilities depending upon the circumstances, and will be paid for when approved by the Company. When major training for new technology is required the Company and the Union will discuss the methods of training and the individuals most appropriate to receive the training.

Ed Sasonow.  
Director, Human Resources.

**For the Company**

Ed Sasonow  
Director, Human Resources

Jim McKenzie  
Kerry Stover

**For the Union**

Al Seymour  
Area Director, CAW

Luis Domingues  
Doug Fortier  
Russ Hobson  
Ken Stringer  
Tracy Stringer  
John Swietlik  
Oscar Zea