
COLLECTIVE AGREEMENT

between

SIEMENS VDO
A u t o m o t i v e

SIEMENS VDO AUTOMOTIVE INC.
London Plant

London, Ontario

And

CAW TCA
CANADA

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW Canada)
and its Local 27

July 16, 2004 - July 15, 2007

10149/04



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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.

4. UNION BUSINESS

- 4.1** All Union deductions will be made on the first pay of the month, provided that there are sufficient earnings and will be submitted to the Union's Financial Secretary no later than the last calendar day of the month for which such deductions have been made. In addition, a list with the employee status (ie. Active versus Inactive and the reason therefore) will be submitted with the dues.
- 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.

- 4.2.1 The Company will deduct from employees who work less than 40 hours in the proceeding month, monthly union dues to the extent of one (1) hour and ten (10) 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:
 - 4.3.1 any amount considered regular pay
- 4.4 Amounts not included in Union Dues deductions are:
 - 4.4.1 Shift premiums, overtime premiums, Saturday, Sunday and Holiday premiums, (WI) Weekly Indemnity or (WSIB) Workplace, Safety and Insurance Board Benefits.
- 4.5 Union dues are payable when an Employee receives:
 - 4.5.1 Vacation pay, Holiday pay, Jury-duty pay or Bereavement pay
 - 4.5.2 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.
- 4.7 The Company will supply to the Union the following information at the request of the Union Chairperson, to a maximum of four (4) times per calendar year.
 - 4.7.1 Names, address, postal code, social insurance number, date of birth and phone number of all employees.
 - 4.7.2 Name, address, postal code and phone numbers of all retired employees.

- 4.7.3 Listing of employees by classification in order of seniority and shift.
- 4.8 The Union Chairperson shall receive a copy of the following:
- 4.8.1 Permanently transferred, laid off and recalled employees and employees who have lost seniority.
- 4.8.2 Employees transferred out of the bargaining unit.
- 4.8.3 Job Postings and successful applicant notification.
- 4.9 Upon a bargaining unit employee accepting a non-bargaining unit position, the company will notify the Union Chairperson, forthwith.
- 4.10 The Company will continue to provide to the Union its' current office structure.
- 4.10.1 The Company will furnish said office with the following:
- Two (2) desks
 - Two (2) telephones (one with call display)
 - Separate fax line
 - Two (2) computers with access to printer, email, internet and intranet.
 - Key to the Union bulletin board
 - Photocopier supplies

5. ACQUIRING SENIORITY

- 5.1** 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.
- 5.2** The Seniority List will be revised and posted twice (2) per year on a Company bulletin board so as to be visible to Employees, at all times.
- 5.3** Copies of the Seniority List will be furnished to the Local Union and to the Chairperson of the Union Plant Committee.
- 5.4** 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.

6. PROBATIONARY EMPLOYEE

- 6.1** 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.
- 6.2** 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.
- 6.3** Upon completion of the Probationary Period, an Employee's Seniority shall date back to the first day worked in the Bargaining Unit.

7. LOSS OF SENIORITY

7.1 An Employee's Seniority shall be considered broken and Employment relationship ended if:

7.1.1 He/she voluntarily quits the employ of the Company

7.1.2 He/she is terminated for "just cause" and is not reinstated in keeping with the provisions of the Collective Agreement

7.1.3 He/she overstays a Leave of Absence or remains off work without permission from the Company for three (3) consecutive working days unless Satisfactory reason is provided.

7.1.4 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 unless satisfactory reason is provided

7.1.5 An Employee is transferred to a position outside the Bargaining Unit, within the provisions of the Collective Agreement.

7.2 Seniority Employees have a minimum of one (1) year recall rights and, time for time hereafter, to a maximum of sixty (60) months as a result of layoff. Company agrees to apply seventy-two (72) months Recall Rights to all those Employees with current and future recall rights.

7.3 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.

7.4 Employees transferred out of the Bargaining Unit will not be transferred back.

8. TRANSFERS, LAYOFFS AND RECALLS

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

- 8.2** 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 and provided that they will participate in the Training Programs which will be made available to them by the Company for the jobs in question. If an employee on notice of layoff is issued a delay of layoff with less than one (1) week's notice, the employee will be granted, upon request, a one (1) week leave of absence from the noticed date of layoff.
- 8.3** If there is a transfer between manufacturing lines, a canvass for volunteers in the affected classification will be conducted. If there are no volunteers, the junior employee from that manufacturing line will be transferred in the classification to the other manufacturing line. The company will transfer employees within the business unit, where work is available. In classifications where the employee is not assigned to line, the same procedure will be used when transferring these employees between work areas.
- 8.3.1** Notwithstanding the above, if a manufacturing line is not running, the employees assigned to that line may be transferred to perform other meaningful work. If the affected employees are being transferred to more than one manufacturing line or classification, seniority employees will have first choice.
- 8.4** If there is a permanent departmental reduction, a canvass by seniority will be done for volunteers, if there are no volunteers the junior employee in the department, in the affected classification will be reduced. The junior employee reduced from a department will displace the junior employee in their classification in the plant on their shift in accordance with their seniority.
- 8.5** If an Employee cannot exercise their seniority rights within their classification, on their shift, they will displace the junior Employee by seniority in their classification based upon their selected shift options (Shift Request Form) filed with the Human Resources Department before the time of the reduction.



- 8.6** If an employee cannot exercise their seniority rights within their classification as per their "Shift Request Form", they will displace the junior employee in the Plant, and the junior employee in the plant will be laid off. When an employee is laid off, provided he/she has no previous test results on file with the company he/she will be advised that in order to be recalled for a posted position listed in Article 10.9, he/she will need to sign an intent form to designate their interest in said position. The Company will provide study materials normally on the first Thursday after his/her layoff and test the employee on the second Thursday following layoff to determine whether an employee qualifies to be recalled for a classification listed in Article 10.9. There will be no re-testing related to this provision.
- 8.7** If an employee decides to resign from a premium classification, the employee shall displace the junior assembler by seniority based upon their selected shift options (Shift Request Form).
- 8.8** 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 they are successful in the trial period which will not exceed thirty (30) days.
- 8.9** The Company will canvass all employees of their shift preferences once (1) per year, occurring prior to December 10th of each calendar year. All employees will then be assigned during the first full week in the following month, to shifts based on their seniority and selected shift preference. This will then be the employee's assigned shift for the ensuing one (1) year. If the number of employees changing shifts exceeds twenty-five (25) then the Company reserves the right to transfer employees in blocks of twenty-five (25) to accommodate training/orientation. The only exception to this one year assignment will occur after an employee has posted to a premium position, in which case the minimum assignment will be six (6) months.
- 8.10** When an Employee is transferred to a new shift or shift time, they will be given one (1) week's notice.
- 8.11** When an Employee is to be temporarily transferred to a non-assembler classification a canvas by seniority, of

qualified employees, will take place. If there are no volunteers, the junior qualified employee in the requested classification will be transferred. Temporary transfers to another Department will be kept to a minimum and will not be for more than thirty (30) working days. This provision will not be used to circumvent the job posting or the shift selection procedure. If an opening is expected to be temporary in nature and expected to be for more than thirty (30) working days a temporary job posting will be posted as per Article 10.6.

- 8.12** If an Employee is reduced from a classification, provided they are actively employed, they will have six (6) months recall rights to the classification in case of an increase in manpower in that classification, provided that the Employee has not voluntarily posted to another classification unless Article 10.12 applies.
- 8.13** Elected Union Representatives will be retained in the Company employ during its respective terms of office, and not transferred out of their zone(s) of representation, notwithstanding their position on the Seniority List, so long as the Company has work available which Union Representatives are able to perform.
- 8.14** It is recognized and understood that Employees on a manufacturing line may *be* temporarily laid-off without respect to their Seniority from the job that they may be performing for a period not exceeding five (5) consecutive working days for a maximum of fifteen (15) working days, per calendar year. Such temporary lay-offs are usually caused by part shortages, Acts of God or related causes such as unexpected disruption of supplies, mechanical or electrical failures and work stoppages.
- 8.15** The following guidelines apply:
 - 8.15.1** Those with the highest seniority on the affected manufacturing line and shift who volunteer will be temporarily laid off first.
 - 8.15.2** The remaining Employees on the affected manufacturing line and shift will be laid off according to the seniority.

- 8.15.3** The Company will attempt to treat all shifts in the affected manufacturing lines relatively equally with respect to Article 8.14.
 - 8.15.4** The Company will notify the Union Representative prior to implementing a temporary layoff.
 - 8.15.5** The SUB plan will apply in accordance with the Supplemental Unemployment Benefits Agreement
 - 8.15.6** When the Company is performing inventory, Article 8.14 will apply to all employees not offered the opportunity to work.
- 8.16** In the event of a reduction in the workforce, Employees who have successfully completed four out of seven courses and been accepted into the Automated Technician Training Program, and who are directly affected by such reduction, shall displace junior Employees working in the Automated Technician classification.
- 8.16.1** It is agreed and understood that the affected Employee(s) will continue and complete the Automated Technician Training Program.
- 8.17** Inverse Seniority:
- 8.17.1** Upon agreement between the Company and the Union, the parties may enter into an arrangement applying the concept of inverse seniority to layoffs.
 - 8.17.2** The application is intended to cover layoffs of a limited and known duration.
 - 8.17.3** When a circumstance arises that appears to fit the concept, the Company and the Union will promptly and jointly determine if the inverse seniority provisions apply.
- 8.18** Inverse Seniority Considerations and Application:
- 8.18.1** The layoff must be for a definite period of time and of limited duration.

- 8.18.2** Employee(s) will be laid off and recalled under the terms of the inverse seniority provisions by classification as determined by the Company and the Union.
- 8.18.3** It is expressly understood that no provision exists which would allow an employee (who exercised an option of being laid off under these provisions) to return to work to be replaced on layoff by another employee during the pre-determined period of layoff.
- 8.18.4** It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of exhaustion of or disqualification of Employment Insurance (EI) Benefits or Company provided Supplemental Unemployment Benefits.
- 8.18.5** Nothing in the forgoing shall preclude the Company from recalling an employee prior to the exhaustion of the limited/predetermined layoff period.
- 8.18.6** If during the limited/pre-determined period of layoff, it is determined that the layoff needs to be extended for any reason, and further provided that the parties agree to simultaneously extend these inverse seniority provisions, the employees who elected layoff **under** these provisions will be canvassed to determine if they wish to continue on layoff. If the laid off employee decides that they wish to continue on layoff for an extended time, they will be so permitted. If the employee decides to return, they will be so permitted and the employee(s) from the bottom of the seniority list will be laid **off** as per Article 8.2.

9. WAGE ADMINISTRATION & RATE PROTECTION

9.1 Wage adjustments will be made in the following manner:

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

- 9.1.2** In the case of an Employee moving from a lower classification rate to a higher classification rate, the employee will be paid the higher rate for the number of hours for which they are performing the higher classification work.

10. JOB POSTING

- 10.1** Job opportunities except the assembler classification, will be posted by Tuesday at 5 pm and will remain open until Monday at 8am. Each posting will contain the specific skills requirements.
- 10.2** Each Job Posting will specify a posting number, job title, number of positions, wage rate, department, line where applicable, shift and specifying also the general description of the duties and requirements of the job, including education, experience and skill(s) requirements.
- 10.3** When completed, the job bid application must be filed with the employee's supervisor or human resources and returned by the deadline for applications, shown on the form. Successful applicants will be informed within twenty (20) working days after the deadline for applications and the successful applicant will be transferred within twenty (20) working days of being informed of the Company's decision.
- 10.4** The Company will post the result of such vacancies within five (5) working days of the successful applicant accepting the posting. The Union Chairperson will be notified when this is not possible.
- 10.5** Where skill and ability from among those applying are relatively equal, the Employee with the highest seniority shall be awarded the job.
- 10.6** All permanent vacancies, defined as jobs that have been vacant for a period of thirty-one (31) consecutive working days, with the exception of the Assembler classification, will be posted. Permanent vacancies are defined as jobs that have been vacated and the employee will not be returning to that job. Or where there is a necessity of an increase in a posted classification.
- 10.6.1** Experience gained by an employee on a temporary basis, on that job, in the thirty (30)

day period before the posting, is not considered. The Company may use an employee of their choice and the Union will be notified when the job starts on a temporary basis.

10.6.2 Temporary postings are defined as when an employee in a posted classification leaves the classification for an undetermined amount of time, but with the understanding that they will return to such classification. If the Company is aware that the leave (opening) is for more than thirty (30) working days it will be posted. All temporary job postings will have the same rights and privileges as the regular job posting positions. Temporary job postings will only be available to employees in the assembly classification. All exceptions will be mutually agreed to by the Company and the Union. An employee who applies to a temporary posting will return to their previous classification, as long as they have not been reduced by seniority, that they previously held. Furthermore any employee who has a temporary job posting and there is a reduction in the particular classification they will be the first to be reduced.

10.7 Employees may not be awarded more than three (3) successful job postings in any twelve (12) month period.

10.8 The Employee with the highest seniority who applies for a "no test" (Canadian Adult Achievement Test CAAT) classification will be awarded the job and given a trial period of not less than thirty (30) working days.

10.9 The classifications in which the Company may administer testing shall be:

- Automated Technician
- Q.A. Inspector
- Gauge Calibrator
- Metrologist
- Logistics

If it is determined that the company will use testing for any of the above classifications, it will be done consistently for all postings in that classification.

- 10.10** A study guide shall be supplied to employees who are required to write the Canadian Adult Achievement Test (CAAT).
- 10.11** The employee with the highest seniority in the classification(s) requiring the Canadian Adult Achievement Test (CAAT) and who successfully completes the Canadian Adult Achievement Test (CAAT) will be awarded the job and given a trial period of not less than thirty (30) working days.
- 10.12** In the event that an Employee determines a job is not suitable for them or does not succeed on a job during the trial period after having been awarded a permanent job posting in keeping with the terms of the Collective Agreement, the Employee will be given the opportunity to transfer back to the classification he/she held just prior to the successful job bid providing their seniority allows. This will not be counted towards one (1) of the three (3) successful job bids within twelve (12) months
- 10.13** If an employee is on vacation or personal leave of absence, an employee may bid on a Job Posting through their union representative.
- 10.14** When an employee is transferred or posts to a new line or position, the employees in that classification shall assist in familiarizing the new employee.

11. TRAINING OPPORTUNITIES

11.1 Automated Technician Training Program:

11.1.1 Objectives:

- i)** The purpose of this article is to define all conditions governing the "in-house" Automated Technician Training Program for Production classification Employees.

11.1.2 Qualifications:

- i) The minimum eligibility requirements for admission to this training program shall be a completion of Grade 10 (Ontario), its equivalent or related relevant mechanical experience.
- ii) In order to be successful, applicants must meet all qualifications laid down, including skill requirements, related work experience, mechanical aptitude and successfully complete the Canadian Adult Achievement Test (CAAT).

11.1.3 Applicants:

- i) Notice of Automated Technician Training Program openings will be posted on the Company's Bulletin Board immediately following ratification of the collective agreement.
- ii) Applications for the Automated Technician Training Program will be accepted by the Human Resources Department from seniority Employees (Employees within the Bargaining Unit) who consider themselves eligible.
- iii) 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.
- iv) Applicants meeting the minimum requirements as per the 'Qualifications Section', above, will be turned over to the Joint Automated Technician Training Program Committee for review.

11.1.4 Training Program Committee:

- i) A Joint Training Program Committee will be established consisting of an equal number of members of the Union and Management.

- ii) There shall be three (3) members from management and three (3) members chosen by the Union from among the Production classifications, at least one (1) of whom must be a fully qualified Automated Technician Employee. An Automated Technician employee will be identified as a Facilitator from the Joint Training Program Committee. This individual will be involved in the Joint Assessment with the Company of the On-the Job Training portion of the Automated Technician Trainee.
- iii) One (1) of the Management members of the Committee shall be the Chairperson, who shall break the vote in the event that there is a tie.
- iv) The Committee will act in an advisory capacity on all matters pertaining to this Training Program including, but not limited to, the general administration of the program, and review of all applications, together with qualifications, test results, progress reports and performance data.
- v) The Committee will meet at least once quarterly or more often, as the issues may dictate, from time to time.
- vi) Under special circumstances, the Committee may summon the Trainee to attend a meeting to gain particular insights into or to listen to particular concerns that may exist.
- vii) The Committee has the authority to discipline a Trainee and to cancel the Training Program Agreement of the Trainee, at any time, for cause(s) such as:
 - inability to learn
 - failure to co-operate with the Committee
 - unsatisfactory work performance

- lack of showing general interest in his/her general development
- viii) The preceding does not limit the Company to discipline a Trainee for cause on matters not directly related to his/her training as a Trainee and retains his/her right to the Grievance procedure.

11.1.5 Mandatory Course Work (Academic):

- i) The Trainee must attend and success-fully pass all relevant academic course work, off premises, unless prior credit is recognized.
- ii) A brief description of the mandatory courses is attached. Academic courses may ~~be~~ modified or equivalencies determined by the Automated Technician Training Committee.
- iii) The total time spent in the required course work shall consist of 210 hours.
- iv) The Trainee must have completed four (4) of the seven (7) specified courses before the "on the job training phase" can commence. The remaining courses must be successfully completed before the Training Program can be considered as having been met.
- v) Costs for the successfully completed courses will be covered under the 'Education Assistance Program'.
- vi) These courses must be attended outside regular working hours and on the Trainee's own time. The Company will accommodate the Employees working on off-shifts, so as to enable them to attend the courses.
- vii) Failure to obtain a passing grade in the course work may result in the immediate discontinuance of the Training Program

after review by the Automated Technician Joint Training Committee.

11.1.6 On-the-Job Training (OJT):

- i)** The attached summary of the ‘on-the-job training’ assignments are part and parcel of the Training Program and must be successfully completed to qualify for the fully accredited Automated Technician designation. “On-the-Job” Training Skills may be modified or changed by the Automated Technician Training Committee.
- ii)** This portion of the Training Program consists of 2240 hours or less, as determined by the Company in conjunction with the Automated Technician Joint Training Committee. All relevant mandatory course work must be completed before the OJT hours will be reduced.
- iii)** Each Trainee will be paid at the appropriate rate of pay, summarized elsewhere in this document. The Trainee will receive his/her “present” rate of pay or 75% of the Automated Technician rate upon entering the Program, whichever is the greater.
- iv)** Each Trainee’s supervisor, together with an assigned “on the job facilitator”, will determine the work assignment(s), provide specific direction, guidance, instruction and monitor the overall progress of the Trainee. A qualified Automated Technician shall be assigned to the Trainee and shall receive a premium of \$0.25 per hour for on-the-job training. The Automated Technician Trainer position will be posted as per Article 10 of the Collective Agreement.
- v)** The Trainee will duly enter the types of assignments performed into a log designed for that specific purpose which, when signed by the Trainee’s coach and

Supervisor, shall constitute the only authoritative source of the work performed.

- vi) This assignment log shall be reviewed with the Trainee at the quarterly meeting of the Training Program Committee. Any pertinent observations must be reviewed and duly noted in this assignment log.

11.1.7 Wage Rates:

A Trainee in the Automated Technician program will be compensated, as follows:

Hours Worked	% of Auto Tech Wage Rate
0 to 720 hours	75%
721-1480 hours	85%
1481-2240 hours	95%
Upon the successful completion of the Training Program and when actually taking on the full responsibilities of the Automated Technician.	100%

11.1.8 Collective Agreement:

- i) The full provisions of the Collective Agreement shall apply to Trainees of the Automated Technician Training Program.

11.1.9 Registration:

- i) All Trainees will be required to sign an internal Training Program Agreement with the Company indicating the Start Date and successful Completion Date.

11.1.10 Completion of Training Program:

i) Upon successful completion of the complete terms of this Training Program, a Trainee shall receive the designation of Automated Technician.

11.1.11 Training Schedule:

i) The Company will start the Automated Technician Training Program, as shown in the training schedule below. The Company agrees to commence with the OJT portion of the Automated Technician Training Program as follows on September 01, 2005 for those employees who have successfully completed four (4) of seven (7) academic courses of the program.

The Company agrees to start the training schedule as follows, if the following conditions are met:

There is a vacancy in the classification or the selected trainee is laid off. Active seniority employees will only be eligible for on the job training opportunities that are as a result of a vacancy in the automated technician classification.

- Start one (1) trainee Sept 01, 2005
- Start one (1) trainee Jan 01, 2006
- Start one (1) trainee April 01, 2006

The Company may elect to train more employees, but this will be at the sole discretion of the Company.

11.1.12 Seniority:

i) Upon successful completion of the program, the trained employee shall fill the vacant position in the Automated Technician classification consistent with their seniority. If there is no vacancy in the classification, the trained employee will

revert to their previous classification, if their seniority allows. If necessary the employee will be placed in the assembler classification until a vacancy occurs in the Automated Technician classification. If their seniority does not allow them to remain in the plant then the employee will bump the junior employee is the Automated Technician classification.

- ii) Employees who have been accepted into the Automated Technician Training Program shall not be subject to layoff until their training has been completed.
- iii) Employees who have Recall Rights and have met the Academic Requirements (four (4) of the seven (7) specified courses), successfully completed the Canadian Adult Achievement Test (CAAT) and provided there are no senior employees in the plant who have met this criteria, will be recalled to participate in the Program.

Course Outlines	
Shop Logic I	30 hours
Computer Basics	30 hours
Blue Print Reading 1	30 hours
Schematic Drawings	30 hours
Electricity for IMM	30 hours
Pneumatics	30 hours
Troubleshooting	30 hours

Skills: A=Applied S=Seminar T=Theory	Core OUT	Wks
Armature Testing: Slaughter	AS	3
Automated Equipment Controls	AS	3
Balancers	AS	3
Changeover Sequence	A	2
Cold Bonding	AS	2
Fusing	AS	6
Know How to Repair & Who	A	1
Know Process: Line (conveyors, pendants) Know Process: Operation	A A	8
Lasers	S	2
Lathes	AS	6
Motor Theory	S	2
Performance Testing: Dynamometer & PI test	AS	2
Safety Procedures (eg lockout, tag out)	AS	4
Tools: job specific	A	1
Train the Trainer	S	1
Video Jet	AS	3
Winding	AS	7
TOTAL		56
<p>Training hours include seminars on-site, on-one coaching, buddy time and practice time. Total hours 56x40 = 2240 hours Includes troubleshooting and changeover detail as shown in chart.</p>		

12. INCAPACITATED EMPLOYEES

12.1 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.

12.1.1 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 certificate of

disability by the employee's own doctor, must be submitted.

- 12.1.2** An employee placed on a job because of a disability will have that disability reviewed at least annually.
 - 12.1.3** 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.
 - 12.1.4** 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, and/or representative, the employee will be referred to the London Regional Evaluation Centre and their decision will be binding on the parties.
- 12.2** An employee who has been off work due to a medical leave will be returned to the last Department/ Classification she/he worked in before the leave if their seniority allows.
 - 12.3** If an employee has a workplace injury or illness that requires temporary modified work, they will be paid the rate of the classification in which they are performing work until such time as the WSIB indicates that the employee's claim is initially accepted. The employees will be topped up from the date of the rate reduction upon approval.
 - 12.4** An employee who returns to work from an approved weekly indemnity claim will not be returned to work unless they can enter their pre-injury classification subject to applicable legislation.

13. GRIEVANCE PROCEDURE

- 13.1** A grievance shall be defined as a dispute or alleged violation of the administration and/or interpretation of the provisions of the Collective Agreement.
- 13.2** 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 in an attempt to resolve the dispute. If the dispute is not resolved within two (2) days of it being presented the employee may advise the supervisor, accordingly, that he/she 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. At this meeting, if the alleged violation is not settled, the union representative will reduce the grievance to writing. The supervisor shall give his/her decision in writing to the Union representative within three (3) working days of the receipt of the grievance.
- 13.3** Step Two: If the grievance is not settled at step one of the procedure, the union will present the grievance to the manager of the department in which the grievance allegedly Occurred and the manager will meet with the Union representative and respond to the grievance in writing within five (5) working days of being presented with the grievance.
- 13.4** Step Three: If the Grievance is not settled within five (5) working days of Step Two, above, it shall be forwarded to the Manager, Human Resources, or designate, within five (5) working days and will call a meeting with the Union Committee within five (5) working days.
- 13.5** If requested by either party, the National Representative or his/her designate may attend at Step Three of the Grievance Procedure.
- 13.6** The Manager, Human Resources, or designate, will answer the Grievance within five (5) working days from the date of such meeting.
- 13.7** Terminations and/or suspensions will be automatically referred to Step Three of the Grievance Procedure.

14. ARBITRATION

14.1 If, either party intends to take a grievance to arbitration, it shall do so by notifying the other party, in writing, within twenty (20) working days of Step Three, above.

14.2 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:

- W. Rayner
- R. Levinson
- K. Hinnegan
- B. Herlich

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

15. POLICY GRIEVANCE

15.1 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.

15.2 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 of the grievance procedure.

16. LEAVE OF ABSENCE

16.1 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.

Education leaves beyond thirty (30) days will be duly considered upon request.

- 16.2 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 for prior to the expiry date.
- 16.3 The company will grant all reasonable requests for leaves of absence to the union to 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.
- 16.4 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.
- 16.5 A bargaining unit employee elected to political office will be granted an unpaid temporary leave of absence for a period of one (1) year or less. Such leave will be extended if applied for prior to the expiry date.

17. MATERNITY, ADOPTION & PARENTAL LEAVE

- 17.1 Maternity, Adoption and Parental Leaves of Absence will be granted, without pay, subject to the following:
- 17.2 Maternity **Leaves of Absence** will be granted, subject to the following:
 - 17.2.1 Employees with thirteen (13) weeks or more of service prior to the date of the scheduled leave will be eligible.
 - 17.2.2 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 an earlier than expected date of birth.

17.2.3 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.

17.2.4 Leaves of absence will be granted as follows:

17.2.5 A period of up to seventeen (17) weeks for a Maternity Leave and a period of up to thirty-five (35) weeks for a Parental Leave. The period of the leave under this option is up to fifty-two (52) weeks duration.

17.2.6 The employee will be credited with accrual of seniority for up to fifty-two (52) weeks.

17.3 Adoption Leave shall be granted, subject to the following:

17.3.1 Employees with thirteen (13) weeks or more of service prior to the date of the scheduled leave will be eligible.

17.3.2 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.

17.3.3 A leave will be for a period of up to thirty-seven (37) weeks, maximum.

17.3.4 A leave must begin no more than fifty-two (52) weeks after the child comes into the custody, care and control of the employee for the first time.

17.3.5 The employee will be credited with accrual of seniority for up to thirty-seven (37) weeks.

17.4 Parental Leaves of absence shall be granted as follows:

17.4.1 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:

- i) 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
- ii) 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.

17.4.2 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.

17.5 Parental **Leave** must begin:

17.5.1 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

17.5.2 In the case of an employee who is not entitled to take Maternity Leave, no more than ~~fifty~~ **two** (52) weeks after the child is born or comes into the custody, care and control of the employee for the first time.

17.5.3 A Parental Leave will be for a period of up to thirty-seven (~~37~~) weeks, maximum.

17.6 Return to work following Maternity, Adoption or Parental Leave shall be as follows:

17.6.1 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.

17.6.2 When an employee is ready to return from Maternity, Adoption and/or Parental Leave,

reinstatement will be in accordance with the appropriate following procedure:

- i) Employees with a scheduled date of return up to fifty-two (52) 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 he/she will be placed on an existing vacancy. If no vacancy exists, he/she will have the right to bump a junior employee, seniority, skills and experience permitting.
- ii) 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.

17.7 Benefits during Maternity, Adoption and Parental Leave:

17.7.1 Company paid benefit coverage, shall be maintained for eligible employees while on Maternity, Adoption and Parental Leave.

17.7.2 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.

18. PAID EDUCATION LEAVE

18.1 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, 205 Placer Court, Toronto, Ontario, M2H 3H9. Make cheques payable to: CAW Leadership Training Fund.

- 18.2** 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.
- 18.3** Affected employees will continue to accrue seniority and benefits during such leaves of absence.

19. SOCIAL JUSTICE FUND

- 19.1** The Company agrees to pay into a special fund one cent (1¢) per hour per employee for all worked hours for the purpose of providing financial assistance to registered Canadian charities and international relief measures. 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 Social Justice Fund, 205 Placer Court, Toronto, Ontario, M2H 3H9. Make cheques payable to: CAW Social Justice Fund.

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:

	July 16, 2004
Afternoon Shift	35¢ per hour
Night Shift	45¢ 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 their 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 unless the interruption of work is due to acts of God. A documented call to the employee a minimum of eight (8) hours prior to their scheduled shift will constitute notification. In the event an employee waives their right to four (4) hours work they will be paid until their work is completed.

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.

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 **(1½)** and double **(2)** time 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.

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.

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.

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

25. BEREAVEMENT LEAVE

25.1 The Company agrees to compensate seniority employees for five (5) consecutive regular working days for Spouse, Child and Parent.

25.2 The Company agrees to compensate seniority employees for three (3) consecutive regular working days, excluding Saturdays, Sundays, and Holidays, at their fixed rate of pay plus COLA in the case of the death of an employee's:

Grandparents	Grandparents of current spouse	
Step-parent	Current Spouse's Parent	Step-parent of current spouse
Brother/Sister Stepchild	Step-Brother/Sister Sowdaughter-in-law	Brother/Sister-in-law Grandchild

- 25.3** Employees who experience a bereavement as described in Article 25.1 or 25.2 while on scheduled vacation, shall have their vacation period extended by five (5) working days, or three (3) working days, compensated by the company. Every effort will be made by the employee to notify the company, immediately, of the death of the family member.
- 25.4** The company may request an employee to provide proof of death. However, bereavement leave will be paid out; if proof of death is not supplied in a satisfactory time the three (3) or five (5) days of bereavement will be rescinded.
- 25.5** Additional unpaid leaves may be requested if extended travel is required to attend the funeral.

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 enrolment in formal academic training courses in the community and at work.
- 26.2** The following criteria shall apply:
- 26.3** The courses applied for must be job-related
- 26.3.1** Written approval, before enrolling in the course, must be obtained from the Manager, Human Resources, or designate.
- 26.3.2** 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.
- 26.4** In an effort to provide employees with necessary training, the company may schedule employees for training opportunities outside of their regularly scheduled shift up

to two (2) times per year. These training opportunities will be treated as mandatory overtime assignments. Reasonable attempts will be made to conduct training on an employee's regular shift.

27. BULLETIN BOARDS

27.1 The company will provide the union with two (2) bulletin boards at locations to be agreed to by the parties. Notices posted on such bulletin boards must be authorized by the Manager, Employee Services or designate. Such authorization will not be unreasonably withheld.

27.2 The union will have access to the board and remove and/or add postings to this board.

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. DEPARTMENTS, CLASSIFICATIONS AND WAGE RATES

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

Department	Includes
A	HVAC Cell 1 HVAC Cell 2 HVAC Open Frame
B	Brushless Motor Brushless Module Flex Cell 1 Flex Cell 2 Manual Flex ANDN Saturn Module RS Robotrons
C	Logistics (including stockroom, shipping and receiving) Quality Assurance (including Quality Lab) Central Services
D	Armature B Armature C Armature D Auto DFA DFA Cell 2 E-Coater

All "C" department employees who are assigned to departments A, B or D will be part of that department for purposes of collective agreement administration.

The stockroom will be treated as a separate department for the purposes of collective agreement administration.

29.1.2 Any changes, additions or realignments of the existing departments will be mutually agreed to by the company and the union.

29.2 For the duration of this Collective Agreement, the following Classifications and wage rates will apply:

Job Classification				
1.0 MANUFACTURING		July 18/04	July 17/05	July 16/06
Assembler (1)	D	17.93	18.08	18.23
Central Services (1)	I	18.43	18.58	18.73
Repair Person	D	18.58	18.73	18.88
Automated Technician	I	23.02	23.17	23.32
Set-Up Class E: Set-Up Operator	I	18.79	18.94	19.09
Set-Up Material Handler	D	19.81	19.96	20.11
2.0 QUALITY ASSURANCE				
Q.A. Inspector	I	21.41	21.56	21.71
Metrologist	I	21.85	22.00	22.15
Gauge Calibration	I	21.85	22.00	22.15
3.0 LOGISTICS				
Logistics	I	19.99	20.14	20.29
Millwright Helper (1)	I	20.52	20.67	20.82
Material Handler (1)	D	19.03	19.18	19.33
(1) Classifications above are subject to a Hiring Rate of \$3.00 below the rate of the job, for a period of one (1) year from the date of hire.				

Job Classification				
5.0 SKILLED TRADES		July 18/04	July 17/05	July 16/06
Certified Skilled Trades	I	28.98	29.13	29.28
All Skilled Trades Classifications are subject to a Hiring Rate of \$3.00 below the Certified Skilled Trades rate for a period of one (1) year from the date of hire.				

30. COST OF LIVING ALLOWANCE (COLA)

- 30.1** Effective October 01, 2004 and thereafter during the term of this agreement, each employee shall receive a Cost of Living Allowance as set forth in this section.
- 30.2** The amount of Cost of Living Adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index of the base 1992=100, hereafter referred to as the "1992 Consumer Price Index" or "1992 CPI".
- 30.3** 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).
- 30.4** In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest 0.1 index point, for example, 0.05 and greater rounded upward and less than the 0.05 rounded downwards.
- 30.5** The COLA shall be computed using the three (3) month average of the 1992 CPI for April, 2004, May, 2004 and June, 2004 as the base period.
- 30.6** COLA adjustments will be made on a quarterly basis at the following times:

- Date of Adjustments Compared to the Base Period,
- Based upon the 3 mth Avg of:

Date of Adjustments Based upon the 3 mth avg of:	Compared to the Base Period
1st pay period Oct 2004	July, Aug and Sept 2004
1st pay period Jan 2005	Oct, Nov and Dec 2004
1st pay period April 2005	Jan, Feb and March 2005
1st pay period July 2005	April, May and June 2005
and so on at three (3) calendar months intervals, thereafter	and so on at three (3) calendar month intervals, thereafter

30.7 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 **.074** of a point range in the 1992 CPI.

30.8 In the event Statistics Canada ceases monthly production of the Consumer Price Index, or changes the form on the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly index in its present form and calculated on the same basis as the 1992 CPI.

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 affected employees with other industries.

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 Mondays 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 Sundays between 10:00 p.m. and 12:15 a.m. or such other period of consecutive hours as may be necessary.

33.4 The company agrees that an afternoon or evening shift will not be scheduled unless the accompanying day shift is scheduled. Any exceptions will be based on valid business concerns and will be reviewed with the union prior to implementation.

33.5 The maximum hours of work that an employee may work on any shift will be 12 hours. Moreover, all employees must have at least 8 hours of rest between shifts. Any modification to this article must be with agreement between the union and the company.

34. "WEEKEND WORKERS"

34.1 Hours of Work:

34.1.1 One (1) twelve (12) hour shift, Saturday and Sunday. Option to add another shift(s) as may be required in the future.

34.2 Pay:

34.2.1 Eighteen (18) hours pay per shift worked (ie thirty-six (36) hours pay per weekend)

34.2.2 Pay = Base rate + COLA for all regular hours paid. If there is a second weekend shift, the shift premium will be 45¢.

34.2.3 The Company agrees that an afternoon or evening shift will not be scheduled unless the accompanying day shift is scheduled. Any exceptions will be based on valid business concerns and will be reviewed with the union prior to implementation.

34.3 Weekend Vacancies:

34.3.1 Whenever a vacancy occurs on a weekend shift, it will be filled by an internal posting procedure from within the bargaining unit by weekday workers in the same classification, by seniority.

- 34.3.2** Any subsequent vacancy(s) will be posted and filled in accordance with Article 10 of the Collective Agreement.
- 34.3.3** Employees reduced from the Weekend Worker shift prior to being on weekend shift for a three (3) month period will return to their previous job within their previous Business Unit.
- 34.3.4** Pay Period: The pay period for the Week-end Worker will be from Sunday to Saturday.
- 34.3.5** Employees who are involuntarily transferred from a weekend shift to a weekday shift due to the reduction of weekend requirements will have sixty (60) working days rights to a weekend shift, provided the employee had enough seniority to remain in the classification.
- 34.3.6** In all cases, transfer to a Weekend Worker schedule will be voluntary.
- 34.3.7** From an overtime perspective, employees will be deemed to have transferred to the weekend on the Monday prior to the weekend that they commence weekend work.

34.4 Temporary Layoffs:

- 34.4.1** For purposes of temporary layoffs, one (1) weekend, twenty-four hours equals (1) week or five (5) workdays. Therefore a weekend employee can be temporarily laid off for a period not exceeding one (1) consecutive week to a maximum of seventy-two (72) worked hours per calendar year.

34.5 Union Representation:

- 34.5.1** The Company will recognize an alternate representative for the "Weekend Workers" as per Article 39.8 of the Collective Agreement.

34.6 Vacation and Vacation Pay:

34.6.1 Vacation will be calculated as gross earnings for hours paid.

34.6.2 One (1) weekend, twenty-four (24) hours, equals one (1) week vacation with pay.

34.7 Jury Duty:

34.7.1 If pay is lost due to Jury Duty, then the company will make up the lost pay as outlined in the Collective Agreement for all regular hours paid.

34.8 Bereavement Pay:

34.8.1 If ~~the~~ three (3) day or five (5) day leave involves a Saturday and/or Sunday, then the company will pay the normal pay rate for the Saturday and/or Sunday involved.

34.8.2 If an employee wishes to delay the use of their bereavement leave, for example due to travel arrangements and requirements for funeral services, they may request, from the Manager, Employee Services or their designate, to do so. Approval will not be unreasonably withheld.

34.8.3 If an employee's bereavement leave does **not** cover a workday, yet the funeral falls on a workday, the employee will **be** provided with a day off with pay to attend the funeral.

34.8.4 Article **25.4** and **25.5** will apply to the weekend worker.

34.9 Weekly Indemnity and Long-Term Disability:

34.9.1 Long-term disability (LTD): **no** change

34.9.2 Weekly Indemnity: (1-1-5-52) Waiting period is four days which is four/fifths (4/5) of one weekend for the Weekend Worker.

34.9.3 One-half (1/2) of the present benefit for each twelve (12) hour shift missed.

34.10 Pension Plan:

34.10.1 Hours calculated as hours paid instead of hours worked.

34.11 Report-in Pay:

34.11.1 Report-in pay will be ten (10) hours at the normal pay rate. All other conditions of Article 21 will apply.

34.12 Overtime:

34.12.1 Weekday overtime is first offered to regular weekend employees within the classification as per the Collective Agreement.

34.12.2 Weekday overtime is first offered to regular weekend Employees within the classification, then to weekday Employees.

34.13 Plant Holidays:

34.13.1 A weekend not worked is equivalent to five (5) holidays. Any balance of negotiated holidays will be paid based upon eight (8) hours at the normal pay per holiday.

34.14 Paid Education Leave:

34.14.1 For purposes of calculating Paid Education Leave and Social Justice Fund, the assessment will be based on weekend hours paid. If a Weekend Worker works overtime during the week, the assessment will be based on weekday hours worked.

34.15 Weekend Worker Shift Change:

34.15.1 It is recognized that Weekend Workers should use vacation where possible to allow for weekends off. However, for special occasions, a Weekend Worker may change with a qualified Weekday Worker, provided two (2) weeks notice is given to the Company. Since this is a voluntary change, in no case would either Employee be eligible for

premium pay for the regularly scheduled hours. Unless this change is made within the same pay period, there will be a disruption in pay.

34.15.2 A maximum of two (2) shift changes per Weekend Worker per year will be granted and only one (1) Weekend Worker per shift may change with a Weekday Worker. This arrangement must not result in an Employee working more than twelve (12) consecutive hours or having less than eight (8) hours between shifts.

34.16 Probationary Period:

34.16.1 For determination of the Probationary Period for a Weekend Worker, a weekend worked will be the equivalent of five (5) days.

34.17 Implementation and Cancellation of "Weekend Workers":

The company will provide thirty (30) days notice to effected employees prior to implementing or deleting the Weekend Workers Shift Schedule. Prior to giving such notice to employees, the Company shall advise the Union of such change.

35. MODIFIED SHIFT SCHEDULE

35.1 The Company may implement a continuous operation schedule on any manufacturing line or department as required provided;

35.1.1 The manufacturing volumes justify hours of work beyond those available on a standard shift model (3 shifts, 8 hours per day, 5 days per week).

35.1.2 Any line or department may be switched to the modified shift schedule for an agreed length of time between the company and the union.

35.1.3 The company may reassign employees between a modified shift line and a standard shift line to support manufacturing requirements while not effecting their working

hours. There shall be mutual agreement between the company and the union concerning this reassignment.

35.1.4 The company agrees the need for the modified shift on any line or department will not be created by the relocation of existing manufacturing lines to any other Siemens location in North America.

35.1.5 If overtime, during the 5-9pm maintenance window is scheduled for more than 50% of the time during any given month and a line is not fully utilized, the Company will add an additional shift to the production schedule unless there are valid business reasons for not doing so.

35.2 Hours of Work

The following will be the designated hours of work for the designated shifts:

35.2.1 Monday-Thursday: Two (2) ten (10) hour shifts which will include two (2) twenty (20) minute paid breaks, one (1) twenty (20) minute paid lunch.

35.2.2 Friday-Sunday: **Two (2)** twelve (12) hour shifts which will include three (3) fifteen (15) minute paid breaks, one (1) twenty (20) minute paid lunch break.

Shift Times will be as follows:

35.2.3 10 hour shifts:

Days: 0700 – 1700

Afternoons 1400 – 0000

(Support departments if required)

Nights: 2100 - 0700

35.2.4 12 hour shifts:

Days: 0700 - 1900

Nights:1900 – 0700

- 35.2.5** The company shall have the right to alter the start and finish times by **up** to one half (1/2) hour provided one weeks notice is given.

35.3 Pay:

- 35.3.1** For the ten (10) hour shift employees, pay will be base rate + COLA for all regular hours worked. There will be no premium pay after 8.0 hours worked in a day.
- 35.3.2** For the twelve (12) hour shift employees, pay will be base rate + COLA for all regular hours paid. There will be no premium pay after 8.0 hours worked in a day.
- 35.3.3** COLA for modified shift employees will be paid for 40.0 straight-time hours less any hours not worked on their scheduled shifts.
- 35.3.4** Twelve (12) hour shift employees will receive 40.0 hours pay for 36.0 hours worked. COLA will be applied to the hours paid. There will be no COLA for the premium.
- 35.3.5** Night shift employees will receive the night shift premium as per Article 20.

35.4 Selection Procedure:

- 35.4.1** The selection procedure when a line or department is changed over to a modified shift will be as follows:
- 35.4.2** The company will advise the Union of their intentions and then post thirty (30) days previous to implementation.
- 35.4.3** Employees will be canvassed on a plant-wide basis to determine who is interested in transferring to the new shift arrangement.
- 35.4.4** Positions will be filled as follows:
- i)** A minimum 50% of assemblers and premium classifications from the existing

department based on volunteers and junior employees in the department.

- ii) The balance of required assemblers and premium classifications from the remaining departments, plant-wide.

35.4.5 All subsequent vacancy(s) will be filled by employees who have submitted "Employee Request for Shift Change" forms.

35.4.6 If there are no "Employee Request for Shift Change" forms for the particular classification, vacancies will be posted and filled in accordance with Article 8 of the Collective Agreement.

35.5 Pay Period

35.5.1 The pay period for ten (10) hour and twelve (12) hour shift workers will be the standard pay period. (Sunday-Saturday)

35.6 Temporary Layoffs:

35.6.1 Article 8.14 and Article 8.15 of the Collective Agreement will apply. One (1) day will equal ten (10) hours for a ten (10) hour shift worker and one (1) day will equal twelve (12) hours for a twelve (12) hour shift worker. The maximum hours per calendar year that an employee may be temporarily laid off will be one hundred and twenty hours (120) paid hours.

35.7 Union Representation:

35.7.1 The company will recognize an alternate Union Representative and Health & Safety Representative for each "Twelve Hour" shift employee as per Articles 39.8 and 43, respectively, of the Collective Agreement.

35.8 Twelve (12) Hour Shift, Time-Off Credits:

35.8.1 A twelve (12) hour shift worker shall become eligible for time-off hours as defined below,

provided they have at least one (1) year of seniority as of July 1st of each year.

35.8.2 Eligible twelve (12) hour shift workers will accrue credits at five percent (5%) of hours worked for regular twelve (12) hour shifts.

35.8.3 Credits shall be used in six (6) or twelve (12) hour increments. Requests for such leave shall be given in writing two (2) weeks in advance.

35.8.4 Credits will accrue from July 1st to June 30th of each year. Accumulated credits as of June 30th must be used by September 30th of the same year. Where employees have a balance of unscheduled credits after July 15th, the company shall have the right to schedule the employee's time-off. There shall be no carry-over or payout of any unused credits.

35.8.5 Employees transferred from the twelve (12) hour shift will be required to use their accrued credits in full-shift increments. Where credits are less than the shift hours, all credits must be taken consecutively. Employees on scheduled lay-off may use their remaining time off credits just before their lay-off date, or they may take the option of a pay-out if less than six (6) hours are accrued.

35.9 Vacation and Vacation Pay:

35.9.1 Vacation will be calculated as gross earnings for hours paid as per Article 44 of the Collective Agreement.

35.9.2 For a ten (10) hour shift employee, forty (40) hours equals one (1) week vacation.

35.9.3 For a twelve (12) hour shift employee, thirty-six (36) hours equals one (1) week vacation.

35.10 Jury Duty:

35.10.1 If pay is lost due to Jury Duty, then the Company will make up the lost pay as outlined in the Collective Agreement for all

regular hours paid (i.e. 10 hours for a ten (10) hour shift employee and twelve (12) hours for a twelve (12) hour shift employee).

35.11 Bereavement Pay:

- 35.11.1** For a ten (10) hour shift employee, if the three (3) day or five (5) day leave involves a regularly scheduled work day, then the Company **will** pay the normal pay rate (10 hours pay) for those days.
- 35.11.2** For a twelve (12) hour shift employee, if the three (3) day leave or five (5) day leave involves a regularly scheduled work day, then the Company will pay the normal pay rate (12 hours pay) for the Friday, Saturday and/or Sunday involved immediately following the date of death.
- 35.11.3** **Such** paid bereavement leave as described above is only payable where the employee would otherwise be at work (Wage Loss Replacement) during this period.
- 35.11.4** If an employee wishes to delay their use of the bereavement leave due to travel arrangements and requirements for funeral services, they may request, from the Manager, Employee Services or designate, to do so. Approval will not be unreasonably withheld.

35.12 Weekly Indemnity and Long-Term Disability:

- 35.12.1** Long-Term Disability(LTD): no change
- 35.12.2** Weekly Indemnity: (1-1-5-52) Waiting period is four/fifths (**4/5**) of one week for the twelve (12) hour shift worker and the ten (10) hour shift worker.
- 35.12.3** One-quarter (**1/4**) of the present Weekly Indemnity benefit for each ten (10) hour shift missed and one-third (1/3) of the present Weekly Indemnity benefit for each twelve (12) hour shift missed.

35.13 Pension Plan:

35.13.1 Hours for the ten (10) hour shift worker will be calculated as hours worked.

35.13.2 Hours for the twelve (12) hour shift worker will be calculated as hours paid instead of hours worked.

35.14 Report-In Pay:

35.14.1 Report-in Pay will be five (5) hours at the normal pay for a ten (10) hour shift employee and six (6) hours at the normal pay for a twelve (12) hour shift employee.

35.14.2 Employees who receive a disciplinary suspension on their respective shift assignment will only be disciplined for eight (8) hours and will have the opportunity of attending work for the balance of or prior to their respective shifts.

35.14.3 Employees who decide to attend work after their eight (8) hour suspension will not be eligible for report-in pay.

35.14.4 The employee may decide not to attend for the balance of his/her suspended shift.

35.15 Overtime:

35.15.1 Weekend overtime will be first offered to the ten (10) hour shift employees within the classification as per the Collective Agreement and the Overtime Equalization Agreement.

35.15.2 Weekday overtime will be first offered to the twelve (12) hour shift employees within the classification as per the Collective Agreement and the Overtime Equalization Agreement.

35.15.3 Overtime premiums will apply to employees who work outside of their regularly scheduled shift.

35.15.4 Weekend overtime will be first offered to the ten (10) hour shift employees within the classification as per the Collective Agreement

and the Overtime Equalization Agreement (i.e. days will be shift "1", nights will be shift "2"). For the purposes of overtime equalization the support shift (2pm-12am) will be considered shift "2".

- 35.15.5** Weekday overtime will be first offered to the twelve (12) hour shift employees within the classification as per the Collective Agreement and the Overtime Equalization Agreement (i.e. Days will be shift "3", nights will be shift "4").

35.15.5.1 Maintenance period (5pm-9pm) overtime will be divided between shifts "3" and "4" alternating weekly, shift "3" on the **odd** numbered weeks and shift "4" on the even numbered weeks of the calendar year.

35.15.5.2 Weekly overtime will be canvassed based on the greatest daily opportunity first, progressing to the smallest daily opportunity.

- 35.15.6** When the average overtime hours between same classifications on opposite shift (1 and 2) or (3 and 4) exceeds thirty (30) hours a block will be placed on that classification and shift. The blocks will be determined the first Monday of every month for the weekday shifts and the first Friday of every month for the weekend shifts. Employees will be informed when a "block" will be in effect for the next canvass. All overtime that has a "block" will be offered to the classification on the shift with the least hours. Employees will be canvassed for their regular overtime shifts first and the 'blocked' shift opportunities second when a "block" is in effect. The 'block' will be removed once the hours are at least equal between the shifts. This will be done at the next canvass period. Once a block is in place the Company will do the averaging for the shifts every Monday for the weekday shift and every Friday for the

weekend shift in order to establish average hours between the classification and shift.

35.15.7 Shifts 1 and 2 will be canvassed for overtime no later than two (2) hours before the end of their Wednesday shift for weekend opportunities. Shifts 3 and 4 will be canvassed for overtime no later than two (2) hours before the end of their Saturday shift for weekday opportunities. Employees who refuse overtime opportunities will not be credited if the timelines are not met.

Good Friday	Regular 12 hour shift worked
Saturday	regular 12 hour shift worked
Easter Sunday	Paid Holiday off
Easter Monday	Paid Holiday

2005	
Friday July 1	Regular 12 hour shift worked
Saturday July 2	Regular 12 hour shift worked

Sunday July 3	Paid Holiday off
Monday July 4	Paid Holiday

2006	
Friday June 30	Regular 12 hour shift worked
Saturday July 1	Regular 12 hour shift worked
Sunday July 2	Paid Holiday off
Monday July 3	Paid Holiday

2007	
Friday June 29	Regular 12 hour shift worked
Saturday June 30	Regular 12 hour shift worked
Sunday July 1	Paid Holiday off
Monday July 2	Paid Holiday

35.16.6 The Labour Day Holiday will be scheduled as a paid holiday off on the Sunday preceding the holiday Monday.

35.16.7 The Christmas Holiday will be scheduled as follows:

2004	
Friday December 24	Paid Holiday Off
Saturday December 25	Paid Holiday Off (Christmas Day)
Sunday December 26	Paid Holiday Off (Boxing Day)
Monday December 27	Paid Holiday
Friday December 31	Paid Holiday Off
Saturday January 1	Paid Holiday Off
Sunday January 2	Paid Holiday Off

2005	
Saturday December 24	Paid Holiday Off
Sunday December 25	Paid Holiday Off (Christmas Day)
Monday December 26	Paid Holiday (Boxing Day)
Friday December 30	Paid Holiday Off
Saturday December 31	Paid Holiday Off
Sunday January 1	Paid Holiday Off (New Year's Day)

2006	
Sunday December 24	Paid Holiday Off
Monday December 25	Paid Holiday (Christmas Day)
Tuesday December 26	Paid Holiday (Boxing Day)
Friday December 29	Paid Holiday Off
Saturday January 30	Paid Holiday Off
Sunday January 31	Paid Holiday Off (New Year's Day Recognized)

35.17 Paid Education Leave:

35.17.1 For the purposes of calculating Paid Education Leave and Social Justice fund, the assessment for the ten (10) hour shift employees will be based upon hours worked and for the twelve (12) hour shift employee will be based upon hours paid. If either a ten (10) or twelve (12) hour shift employee works overtime, the assessment will be on hours worked.

35.18 Twelve Hour Worker Shift Change:

35.18.1 It is recognized that twelve (12) hour shift workers **must** use vacation, where possible, to allow for time off. However, for special occasions, a twelve (12) hour shift employee may change with a qualified ten (10) hour employee provided two (2) weeks notice is given to the company. Since this is a voluntary change, in no case would either employee be eligible for premium pay for the regularly scheduled hours.

35.18.2 A maximum of two (2) shift changes per twelve (12) hour shift employee per year will be granted and only one (1) twelve (12) hour shift employee per shift may change with a ten (10) hour shift employee. This arrangement must not result in an employee working more than twelve (12) consecutive hours or having less than eight (8) hours between shifts. The employee requesting the shift schedule change must, before such a

change can be considered, find another employee to switch with.

35.19 Implementation and Cancellation of "Modified Shift":

35.19.1 The Company will provide thirty (30) days notice to effected employees prior to implementing or deleting the Modified Shift Schedule. Prior to giving such notice to employees, the company shall advise the Union of such change.

35.19.2 If manufacturing volumes are reduced, the company may continue the Modified Shift for a maximum period of eight (8) weeks. If the Modified Shift Agreement is no longer required for that Manufacturing line or department after eight (8) weeks, the line shall revert back to the eight (8) hour shift model within thirty (30) days. The union and the company may agree to extend the Modified Shift beyond the eight (8) weeks.

36. PAID REST PERIOD(S)

36.1 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.

36.2 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 (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.

36.3 Breaks or lunch periods for employees may be staggered in such a way so as to allow for the continuous operation of machines or equipment.

36.4 Relief will be provided by the assembler classification capable of performing the relief work in question. Employees will replace regular assemblers who are taking their break and lunch. This change will not directly

affect the utilization of the repair classification in engine cooling.

36.5 Lunch will be provided between 11:00am and 1:20pm. Similar arrangements will be made for the off shifts.

36.6 Lunch will be Tag Relief employees, irrespective of the Continuous Shift Operation, will receive a twenty (20) minute paid lunch.

37. OVERTIME PAY

37.1 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.

37.2 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 ten (10) minute paid break, before actually commencing the two (2) hour overtime assignment. Employees scheduled to work a minimum of two (2) full hours overtime before the start of their regular shift will be eligible to take a ten (10) minute paid break, before actually commencing their regularly scheduled shift.

37.3 The same provision will apply for each subsequent, full two (2) hour overtime assignment worked beyond the completed, initial two (2) hour overtime assignment.

38. OVERTIME EQUALIZATION

38.1 Overtime will be evenly divided among those Employees normally performing the work required in the classification, in the department, on the shift which the overtime occurs. A list shall be posted weekly showing the hours of overtime credited by each Employee.

38.2 Equalization Criteria:

38.2.1 All overtime will be assigned on a voluntary basis. If additional employees are needed, the junior employee(s) in the classification will be required to perform the work.

- 38.2.2** The available overtime work will be performed by employees selected from the same classification, in the same department and on the same shift.
- 38.2.3** Overtime is to be distributed on the basis of the number of hours charged against the overtime record of each employee starting with the employee who has the least number of hours in the classification provided they are able to do the work which is required. Employees who have the same number of credited overtime hours will be selected by seniority.
- 38.2.4** If the amount of overtime to be distributed is in excess of the amount which can be handled by the employees within the classification who are eligible to work, additional employees are to be selected from the same classification, same department and shift, provided they are able to perform the work required. If additional employees are required, employees who have the least number of hours in the same classification and department but on the other shifts will be selected provided they are not already scheduled to work.
- 38.2.5** If additional employees are required outside the department(s), the overtime will be distributed first, to other employees who have the least number of hours in the same classification and other departments, but on the same shift provided they are able to perform the work required.
- 38.2.6** In the event an employee is overlooked during the canvass, the employee will head the overtime list within their classification, shift and department. Where an employee or union representative has brought the oversight to the attention of their direct supervisor and the employee is again overlooked within a year from the original incident, the Company agrees to reimburse

the employee for the overtime that they would have been entitled to work.

38.2.7 Employees will be given at least one (1) hour notice 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 the Thursday prior to the weekend. If a holiday falls on a Friday, the notification day will be Wednesday. If an employee notifies the supervisor prior to a pre-approved absence that they are available to work overtime as per Article 38.2.3, the employee shall be given the opportunity to do so. If an employee is on vacation, this article will not apply.

38.2.8 On the occasion where overtime requirements are such that only one shift or partial shift(s) in a department is required to work, that overtime will be assigned to the classification(s) with the lowest hours on all shifts. If a new shift is added, employees will assume the shift average of the other shift(s).

38.2.9 A record will be maintained for each group of employees sharing overtime by classification. These records are to be maintained in a uniform system. Employees who are eligible to share overtime are those employees in the same classification, in the same department and on the same shift who normally perform the work to be done. Equitable distribution shall mean in the event of overtime scheduling, the employee with the lowest accumulation of overtime hours per the weekly overtime sheets in the same classification, same department and on the same shift for which the overtime is required will be offered the overtime opportunity.

38.3 Recording Procedures:

38.3.1 Overtime records are to be reset to '0' on January 1 of each calendar year.

- 38.3.2** Employees who are absent for any reason at the time of the canvas for overtime assignments, provided that the timelines and conditions in Article 38.2.7 are met, will be credited the number of hours against their record. Employees who have been absent in excess of thirty (30) consecutive days will not be credited. (see Article 38.3.4)
- 38.3.3** New Employees to the department or group will be credited with the highest number of overtime hours accumulated to the date by an employee (s) in the classification, department and shift, to which he/she has been assigned.
- 38.3.4** Employees returning to work who have been on leave of absence in excess of thirty (30) work days will be credited with the average number of overtime hours accumulated to that date by the active employees in the classification to which he/she has been assigned.
- 38.3.5** An employee changing a classification(s) shall be credited with the highest number of hours in the classification, department and shift into which he/she enters.

38.4 Charging Overtime:

- 38.4.1** All overtime offered to an employee must be charged to an employee's overtime record. (see 38.4.6)
- 38.4.2** An overtime assignment refused because it was offered to an employee after the timelines in 38.2.7 will not be charged against the employee for overtime equalization purposes.
- 38.4.3** Overtime records must be recorded daily, posted on an ongoing basis in the department and updated weekly by Monday at 1:00 p.m. Any errors in the employee's posted list of overtime hours must be brought to the attention of the employee's direct supervisor within five (5) working days of the posting,

otherwise the employee's overtime hours shall be deemed to be correct for crediting purposes.

- 38.4.4** Overtime for which time and one half (1%) wages are paid is credited against the overtime record as one and one-half (1%) times the numbers of hours actually worked.
 - 38.4.5** Overtime for which double (2X) wages are paid is credited against the overtime record as twice the number of hours actually worked.
 - 38.4.6** Overtime records must show clearly overtime accepted and refused. If an employee is not available for an overtime canvas, their record will show refused-not available or R-NA.
 - 38.4.7** If an employee agrees to work overtime and fails to work it for any reason, he/she shall have his/her overtime record credited at three (3) times the number of hours charged as per Articles 38.4.4 and 38.4.5. If the employee contacts the Company twenty-four (24) hours prior to the assignment and confirms that they will not be available they will not be credited with the penalty.
 - 38.4.8** Employees, who are at work, will be asked to initial their overtime decision as it is recorded either as accepted or refused. The record will show "refused to initial" in cases of non-compliance.
 - 38.4.9** Employees who are called in to work an overtime shift and refuse will not have the hours offered credited to their overtime record. This will be reflected on their overtime record.
- 38.5** Guidelines for Supplemental Units for Overtime Equalization Purposes will be as per the departmental guidelines in Article 29.

39. UNION REPRESENTATION

- 39.1** The company shall recognize a Committee, in addition to the Chairperson, which shall constitute the Plant Committee and Negotiating Committee.
- 39.2** The Committee, not exceeding a total of four (4) in number, shall consist of: One (1) Chairperson, two (2) representatives and one (1) Skilled Trades Representative.
- 39.3** 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.
- 39.4** The Committee shall be elected by, and composed of, fellow Bargaining Unit Employees. The Manager, Human Resources or designate 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.
- 39.5** The Chairperson, or the alternate Chairperson, will be paid the highest Skilled Trades rate for all hours worked, to a maximum of forty (40) hours per week. The representatives will be paid four (4) hours per day up to a maximum of twenty (20) hours per week at their regular rate. Upon request to the Manager, Employee Services or designate, the Plant Chairperson may schedule themselves to work alternate shift times provided twenty-four (24) hours notice is given.
- 39.6** 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. A Union Representative requesting time off the job to attend to union business or an employee requesting to see his Union Representative, shall be allowed to do so within one (1) hour of the request.
- 39.7** 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 shall be granted as in Article 39.6, above. Time will be paid for at the regular rate of pay.

- 39.8** The company will recognize one (1) alternative Union representative on all shifts and the Company will be kept informed, in writing of any such alternatives. 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 Manager, Employee Services or designate in writing, of any such appointments, without delay. The alternates shall be bound by the same standards as the regular Plant Committee. The two (2) day shift representatives will appoint alternates from their shift to represent the day shift in their absence.
- 39.9** In the event a particular shift exceeds 100 employees (excluding skilled trades employees), a second union representative will be added.
- 39.10** Elected union representatives will be retained in the Company employ during its respective terms of office, and not transferred ~~out of~~ their zone(s) of representation, notwithstanding their position on the seniority list, so long as the Company has work available which Union Representatives are able to perform.

40. WORK BY SUPERVISORS

- 40.1** Supervisors will not perform work of the Bargaining Unit employees. It is agreed to and understood, however, that there are exceptions such as emergencies beyond the control of the Company and also in situations involving familiarization, instructions, experimentation with new processes and training. No Bargaining Unit employee(s) shall be laid-off or displaced in the result. Supervisors shall communicate the purpose and duration of such work to the appropriate union representative.

41. NEW JOB

- 41.1** 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.

- 41.2** The normal grievance procedure will apply if agreement is not reached between the parties.

42. ADMINISTRATION OF DISCIPLINE

- 42.1** No disciplinary action shall remain against an employee's record for a period longer than twenty-four (24) months.
- 42.2** An employee being requested to meet with a member of management which could result in discipline 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.
- 42.3** It is the company's intention to render disposition on disciplinary matters within ten (10) regular working days following the date of the disciplinary interview. If this is not possible, the company will notify the Plant Chairperson.

43. HEALTH, SAFETY AND ENVIRONMENT

- 43.1** 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.
- 43.2** The parties agree to maintain a joint Health and Safety Committee in accordance with the Occupational Health and Safety Act, its regulations, codes of practices, guidelines, environmental laws and codes and regulations.
- 43.3** The Joint Health and Safety Committee shall consist of ten (10) members, at least half of whom shall be employees of the Bargaining Unit, chosen by the Union. The Joint Health and Safety Committee shall meet once a month. The meeting will be scheduled for the last

Friday of each month. The union members of the committee shall be accommodated to attend the meeting and are to be paid according to the collective agreement.

- 43.3.1** The Union Co-chair and his/her alternate will have access to the internet, intranet, JHSC file on the "W" drive and full email access on the company computer.
- 43.4** The normal term of office will be determined by the Union.
- 43.5** 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.
- 43.6** 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 program, 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.
- 43.7** Each member of the Joint Health and Safety Committee shall receive minutes of the monthly meetings. The minutes shall be signed and approved by both Co-chairs or designate(s) and posted on the plant EH&S Bulletin Boards within a reasonable period.
- 43.8** 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.

43.9 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.

43.9.1 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.

43.10 The Company agrees to comply with the Ontario Health & Safety Act, Regulations and Codes of Practice (1990).

43.11 The Union Health & Safety Environmental staff or advisors will have reasonable access to the workplace when adequate advance notice is received by the Manager, Environmental, Health & Safety.

43.12 The company will continue its present practice to provide personal protective equipment.

43.12.1 Safety shoes to an annual (Contractual Year, July 15 to July 14) maximum of one hundred and fifty dollars (\$150). Employees who have their shoes damaged at work and require replacements above the \$150 will need approval from the Manager of Health & Safety.

43.12.2 Safety glasses will be provided for those employees who are required to wear them in order to fulfill their duties. The company will stock two (2) different styles of non prescription safety glasses for employees in consultation with the JHSC.

43.12.3 The company will continue its' current practice of supplying prescription safety glasses.

43.13 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.

- 43.14** During the **terms** of the agreement, the company recognizes a Health & Safety Co-chair to a maximum of four (4) hours per day to be spent on Health & Safety issues.
- 43.15** In the absence of the Union Health & Safety Co-Chair, the company recognizes an alternate to the extent shown in 43.14 and 43.21 and related clauses.
- 43.16** The Union members of the Company's Joint Health & Safety Committee will be retained in the plant on their representative shift for as long as work is available which they are capable to perform.
- 43.17** The Union Health & Safety Co-chair will be retained in the plant provided that there is work available that he/she is capable of performing.
- 43.18** The company will supply the Union Health & Safety Co-Chair with a copy of a completed Form #7. This shall represent its' due notification about accidents in the plant. The Union Health & Safety Co-Chair or alternate will be notified, immediately, in the event of critical injuries, work refusals and Ministry of Labour Inspector visits. They will participate in the investigation and be active in dealing with the issues. If the events mentioned above occur during non-working hours for the Health & Safety Co-chair or alternate, they will be contacted immediately and called in to work to fully participate. They will be paid according to the Collective Agreement. All work refusals will be investigated by the Health & Safety Shift Representatives and the applicable supervisor.
- 43.19** The company agrees that the Joint Health and Safety Committee will deal with ergonomic issues and the company will train the Bargaining Unit Employees on the Committee in ergonomics.
- 43.20** When an employee is ready to return to modified work, the Union Co-chair of the Joint Health & Safety Committee or alternate or the Union Chairperson will be asked to participate in the return to work program. The employee will be represented by the JHSC Cochair or

alternate. Advised of his/her entitlement to representation either by the Union Co-chair of the Health & Safety Committee or the Union Chairperson and the employee will be provided, upon request, with union representation either by the Union Co-chair of the Joint Health & Safety Committee or the Union Chairperson. The company will also supply the Union Health & Safety Co-chair with a copy of modified work offers.

- 43.21** The Union Health & Safety Co-chair will be scheduled for work on day shift, only.
- 43.22** The company will not allow unauthorized access to health information about an employee. Such medical information **will** be kept confidential between the employee and the health professional. Health professional includes such persons as may be employed in that capacity by the company and who holds any designated certification as defined under the *Health Professions Act (1991)*. Health information is defined as information about the employee's health or such matters as may affect the employee's health that is provided to a health professional. Unauthorized access is any access to health records for which the employee has not provided express permission, in writing, to be released by a health professional.
- 43.23** The Union Health & Safety Co-Chair or alternate shall attend company Health & Safety Training Programs. All worker representatives on the Joint Health and Safety Committee shall receive ~~First~~ Aid and CPR training as well as Certification Training after the union elections.
- 43.24** The company shall continue with its current practice and procedure for new and relocated equipment.
- 43.25** The parties will agree to follow the terms of the new lift truck training program.
- 43.26** The company agrees to have health & safety as part of all plant general communication meetings.
- 43.27** The parties will agree to follow the terms of the current working alone policy. This policy may be amended by the Joint Health and Safety Committee.

43.28 The parties will agree to follow the terms of the current heat policy. This policy may be amended by the Joint Health and Safety Committee.

43.29 Management representatives will notify the worker representative and his/her supervisor of upcoming monthly audits and such audits shall be completed at least one (1) week before the meeting.

44. VACATION PLAN

44.1 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. All vacation requests must be submitted in writing on the application form.

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

44.2.1 **Less** than one (1) year service, one (1) week vacation or four percent (4%).

44.2.2 One (1) year but **less** than three (3) years of service, two (2) weeks vacation ~~or~~ four percent (4%).

44.2.3 Three (3) years but **less** than ten (10) years of service, three (3) weeks vacation or six percent (6%).

44.2.4 Ten (10) years but less than **twenty** (20) years of service, four (4) weeks vacation or eight percent (8%).

44.2.5 Twenty (20) years or more of service, five (5) weeks vacation or ten percent (10%).

44.3 If an employee is absent for any reason during the vacation year, the percentage calculation will determine the amount of vacation pay. The calculation of vacation pay shall be from July 1 to June 30 each year.

44.4 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.

- 44.5** 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. Where there is no plant shutdown, or less than two (2) weeks shutdown, employees must take at least ~~two~~ (2) weeks vacation before the end of the calendar year. If they don't schedule the vacation the company will schedule it for the employee before the end of the calendar year.
- 44.6** 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.
- 44.7** All vacations must be taken by December 31st of each calendar year and cannot be carried over into the next calendar year. However, up to four (4) days may be carried over until the end of the first week of the following year.
- 44.8** 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 hisher vacation period.
- 44.9** The Company reserves the right to schedule an annual Plant Vacation Shutdown.
- 44.10** An employee who has less vacation weeks to hisher 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 affected employee may wish to apply for Employment Insurance Benefits. If additional employees are required to work during a Plant Shutdown or vacation shutdown periods, employees shall be selected by department, classification and seniority.
- 44.11** Employees leaving the company will receive payment for unused vacation credits earned to the date of the separation.

- 44.12** If an annual Plant Shutdown is to be observed, the company will post such dates by February 28th of each year.
- 44.13** All vacation requests submitted by March 1st, will be considered, according to seniority. The Company will respond by March 15th.
- 44.14** If there is no total vacation Plant Shutdown, eligible employees will be given at least two (2) consecutive weeks vacation during July and/or August.
- 44.15** Vacation pay shall be paid to eligible employees when the employee takes their vacation. Any unused vacation accrual from the vacation pay year, shall be paid to the employee in the first pay period in December. If an employee exhausts their vacation entitlement after July 1 of any given calendar year, they will receive any unused vacation at that time provided they provide payroll with written notice of this request two (2) weeks in advance of the vacation.

45. PAID HOLIDAYS

- 45.1** 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:

2004	
August 2	Civic Holiday
September 6	Labour Day
October 11	Thanksgiving
December 24	Floater Day
December 27	Christmas Day (In Lieu)
December 28	Boxing Day (In Lieu)
December 29	Floater Day
December 30	Floater Day
December 31	Floater Day

2005	
January 3	New Year's Day (In Lieu)
March 25	Good Friday
March 28	Easter Monday
May 23	Victoria Day
July 1	Canada Day
July 4	Floater Day
August 1	Civic Holiday
September 5	Labour Day
October 10	Thanksgiving Day
December 26	Boxing Day
December 27	Christmas Day (In Lieu)
December 28	Floater
December 29	Floater
December 30	Floater

2006	
January 2	New Year's Day (In Lieu)
April 14	Good Friday
April 17	Easter Monday
May 22	Victoria Day
June 30	Canada Day
July 3	Floater Day
August 7	Civic Holiday
September 4	Labour Day
October 9	Thanksgiving Day
December 25	Christmas Day
December 26	Boxing Day
December 27	Floater
December 28	Floater
December 29	Floater

2007	
January 1	New Year's Day
April 6	Good Friday
April 9	Easter Monday
May 21	Victoria Day
June 29	Canada Day
July 2	Floater Day

- 45.2** Seniority Employees are eligible to be paid for the above holidays, provided that they work their last normally scheduled working hours on the last regular working day immediately before and immediately after the holiday(s).
- 45.3** Employees not working the qualifying day immediately preceding and following the December 24 to January 01 shutdown, will **lose** a maximum of two (2) days pay.
- 45.4** When a paid holiday falls within an employee's 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.
- 45.5** Any one employee having agreed to work on a paid holiday must report to work on that day and **perform** the assigned job as **s/he** would on a regular, normal work day.
- 45.6** 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.
- 45.7** It is understood that probationary employees are not entitled to pay for any paid holiday during their probationary period. However, the company agrees that upon the successful completion of their probationary period, such employees will be paid for all paid holidays that fell during their probationary period.

46. BENEFITS

- 46.1** 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. See Appendix A, "Schedule of Benefits".
- 46.2** Changes to Appendix 'A' to be incorporated as per Memorandum of Agreement dated July 16, 2004.

47. PENSION PLAN

- 47.1** The attached Pension Plan is agreed to be the Pension Plan that applies to employees covered by this Collective Agreement.

48. SUBSTANCE ABUSE

- 48.1** 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.
- 48.2** 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 counseling services or treatment and rehabilitation facilities.
- 48.3** 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.

49. SKILLED TRADES LANGUAGE

- 49.1** Skilled Trades, for the purpose of this Agreement, shall be those trades and classifications listed below:
- Electrician
 - Electrical PLC Technician
 - Millwright
 - Tool & Die
 - Machinist
 - Refrigeration Mechanic

- 49.1.1** The company will post one (1) Electrical PLC Technician per shift. The postings for the Electrical PLC Technicians will take place upon ratification and the selection procedure will be by seniority from the electrician classification.

Any future openings and/or increases in the Electrical PLC Technician will be first offered internally to the electricians.

All required training and schooling will be offered on company time and paid accordingly to the collective agreement.

49.1.2 For the purposes of layoff only, the Electrician and Electrical PLC Technician classifications will be treated as one classification.

49.2 The term "Journey person" as used in this agreement shall mean any person:

49.2.1 who presently holds a Journey person classification in the skilled trades occupation as listed in 49.1. above, or

49.2.2 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

49.2.3 who has eight (8) years of practical experience in the skilled trade or classification in which they claim Journey person designation and can prove same. A CAW Journey person card will be accepted as proof.

49.2.4 any further employment in the Skilled Trades occupations as listed in **49.1** above, after signing of this agreement, shall be limited to Journey person and apprentices.

49.3 Skilled Trades Seniority:

49.3.1 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.

49.3.2 Future employees entering a trade shall have date of entry seniority in the Skilled Trades as listed in **49.3.1.** above.

- 49.3.3** Production workers will not carry their company seniority into the Skilled Trades nor will the Skilled Trades workers exercise their company seniority into the general production or non-production groups except where a classification or trade listed in **49.1.** above is discontinued or eliminated.
- 49.3.4** Such employee will then exercise their total company seniority for the purpose of displacing the junior employee in the classification or trade for which they are qualified, or shall exercise all of their company seniority in the general production or non-production groups under the agreement.
- 49.4** In the event of a decrease in force in any Skilled Trade or classification the following procedure shall apply:
- 49.4.1** FIRST, apprentices will be laid off from their classification in the reverse order of their entry into their apprenticeship. However, in the event of a layoff in the millwright classification, the millwright helper will be the first to be reduced.
- 49.4.2** SECOND, probationary employees will be laid off from their classification.
- 49.4.3** If further employees are to be laid off, such employees will be laid off in order of their seniority within their classification.
- 49.4.3.1** If a journey person is recalled more than thirteen (13) weeks after their layoff date, the journey person may refuse the recall if it is for a period of less than eight (8) weeks with no effect on their employment.
- 49.4.4** Should a Skilled Trades employee become permanently medically unfit and unable to follow their skilled trade, both the company and the union will co-operate in endeavouring to place such an employee on a job they are capable of performing taking their total seniority with them. However, if placed in a

non-skilled classification the Skilled Trades Employee shall then forfeit all rights within the Skilled Trades.

49.4.5 If a shift transfer is to occur, within the skilled trades classifications a canvass by seniority of those employees within the affected classification and shift will take place. If there are no volunteers the junior employee within the affected classification and shift will be transferred.

49.5 Canadian **Skilled** Trade Council Dues:

49.5.1 The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, 1/2 hour per year. The 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.

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

49.7 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 article 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.

- 49.7.1** Planning: Plant management will meet semi-annually to review with CAW Skilled Trades Representatives projected work loads regarding the installation, construction, maintenance, repair, service and warranty work of existing or new equipment, facilities and the fabrication of tools, dies, jigs, patterns and fixtures.
- 49.7.2** A Joint Outside Contractor Meeting will be held every week between the Skilled Trades Representative and the Company with input from Manufacturing, R&D Toolroom, Production Toolroom, Process Engineering, Facilities, and Maintenance to discuss the modification, new installations, upgrading, or warranty work of new or existing equipment and tooling. This meeting will be used to review any outside contracting activities that may take place during the subsequent week(s) with respect to the modification, new, installations, upgrading or warranty work of new or existing equipment and tooling. Minutes of this meeting will be documented and distributed within 2 calendar days to the Skilled Trades Representative outlining all contractor work that is planned or has been performed.
- 49.7.3** When new or existing tooling or piece of equipment needs to be manufactured, modified or upgraded, excluding any new automated manufacturing assembly lines or stations, it is the company's intent to keep this work in house. At the Joint Outside Contractor meeting when it has been agreed between the parties that our skilled trades are not able to perform the work due to facilities, equipment and/or machinery capabilities, an outside contractor of the company's choice will be utilized.
- 49.7.4** When it is agreed by the parties at the Joint Outside Contractor Meeting that skilled trades employees could and should perform such work and the work is contracted out, skilled

trades employees in the affected classification will be offered offsetting overtime based upon the number of hours of work the outside contractors need to perform that particular job above any regular manufacturing coverage. All offsetting overtime will be scheduled with a minimum of one (1) week's notice.

- 49.7.5** In the event that the skilled trades ability to fulfill their work obligations becomes a dispute between the company and the skilled trades workforce, the skilled trades workforce may be given three (3) opportunities to perform same and similar work. After three (3) unsuccessful attempts to perform the same or similar function, the company then shall maintain the right to contract such work in the future.
- 49.7.6** In the event of an emergency situation, the company shall advise the on-shift skilled trades representative of the nature of the problem and what, if any outside services are needed to resolve the issue to avoid any prolonged down time. These emergency situations will be documented in the weekly minutes.
- 49.7.7** Layoff/Recall: When skilled trades employees are on layoff in a classification the nature of which they customarily perform and consideration is being given to outside contracting of said work, Siemens Skilled Trades employees will be given first priority for the work before letting the contract, provided they can perform the available work.
- 49.8** The company agrees to an annual tool allowance to a maximum of \$450.00 per Employee, verified by a receipt.
- 49.9** Overtime will be evenly distributed as per Article 38. Any missed overtime, within the affected skilled trades classification, will be brought to the supervisor's attention. In the event the low hour person is overlooked, the employee will head the overtime list within their classification, shift and department. Where an employee

or their union representative has brought the oversight to the attention of the supervisor and the employee is overlooked ~~two~~ (2) more times within a year from the first oversight, the company agrees to reimburse the employee for the overtime that they would have been entitled to work. As of February 1, 2006 this language will be changed to entirely reflect Article 38.

49.9.1 The Research & Development Toolroom will be canvassed for overtime as a separate department for canvassing purposes, however by the end of the calendar year all toolmakers will be equalized as one group to within thirty (30) hours.

49.9.2 Overtime records are to be reset to '0 on January 1 of each calendar year.

49.10 An employee absent from work for any reason when the overtime lists are prepared, will be charged their eligible overtime as if they had worked.

49.11 New Employees to the classification will assume the high hours of the employees in the trade or classification.

49.11.1 A concerted effort will be made to have employees work overtime on their scheduled shift. However, employees may from time to time be requested to work overtime on opposite shifts, on weekends and holidays, in order to minimize the overtime liability as noted above and to support the company's work requirements.

49.11.2 Request to work overtime will be made in the following sequence within the trade on the same shift:

- any journey person
 - any probationary journey person
 - any apprentice
 - any millwright helper
- i) So as to ensure the proper completion of a job, it is agreed and understood that jobs started by a particular tradesperson will be

finished by them if overtime work is required to complete the job, for that day.

- 49.11.3** Overtime will be assigned on a voluntary basis.
- 49.11.4** To support the company's peak customer requirements it may be necessary at times to schedule employees to work up to forty-eight (48) hours per week. For this purpose, the company will request volunteers to meet overtime schedule requirements beyond eight (8) hours per day and forty (40) hours per week. If additional employees are required, the junior employee(s) in the trade will be required to perform the work.
- 49.11.5** The company will post skilled trades overtime accumulation boards. This means, one (1) each for the Toolroom, R&D and Maintenance. These boards will be located where they are accessible to all skilled trades. These boards will list all skilled trades classifications and skilled trades employees with their accumulated overtime hours.
- 49.11.6** Overtime for which time and one-half (1.5) wages are paid is credited against the overtime record as one and one-half (1.5) times the number of hours actually worked.
- 49.11.7** Overtime for which double (2) time wages are paid is credited against the overtime record as twice (2) the number of hours actually worked.
- 49.11.8** The timelines for requesting skilled trades employees to work overtime will be based on the language for the appropriate shift model in either Article 34, Article 35 or Article 38.
- 49.11.9** An overtime opportunity refused because it was offered to an employee after the time lines in 49.11.8 above will not be credited against the employees for overtime equalization purposes.

- 49.11.10** Overtime records must show clearly overtime accepted and refused. If an employee is not available for an **overtime** canvass their record will show refused-not available or **R-NA**.
i) The entry 'refused to initial" will be entered on the record for those employees who do not initial the record.
- 49.11.11** The Skilled Trades overtime lists will be recorded daily and updated weekly by Monday at 1:00 p.m. for weekday employees, Friday at 1:00 p.m. for modified shift weekend employees and Saturday at 1:00 p.m. for any weekend workers.
- 49.11.12** Skilled Trades employees who are called in to work while on vacation or leave of absence will be paid time and one-half (**1.5**) for all work performed Monday through Saturday and double (2) time for Sunday and holidays.
- 49.11.13** The Skilled Trades overtime record is to be reset to zero (0) at the start of the calendar year.

50. SKILLED TRADES APPRENTICES

- 50.1** The purpose of the Appendix is to define the provisions governing registration, education, seniority and all other matters peculiar to Skilled Trades apprenticeships.
- 50.1.1** The utilization of the Apprenticeship Program to develop persons to become qualified Skilled Trades candidates is in the best interest of the parties. The Company will utilize this program by maintaining an active Apprenticeship Program. The Company agrees to conclude the training of the current Millwright Apprentice.
- 50.1.2** An apprentice will work together learning the trade with a journey person. As the apprentice progresses the journey person will sign off the different sections of the relevant trade as the apprentice successfully completes them. The progression schedule will be determined by the Joint Apprentice Committee.

- 50.2** Provisions of the collective agreement shall apply to all skilled trades apprentices.
- 50.2.1** Apprentices will only be assigned to a shift where there is an existing journeyman in their classification.
- 50.2.2** Apprentices will spend the first four-thousand (4000) hours of their apprenticeship program strictly assigned to a journeyman. After the first four-thousand (4000) hours they may begin to work on projects alone, but still under the supervision of their journeyman. At the discretion of the Joint Apprenticeship Committee, this clause may be amended for any specific apprenticeship if it is determined that their skill level and progression through the apprenticeship would allow them to work alone prior to the completion of four-thousand (4000) hours. At no time will this determination be made prior to the completion of two-thousand (2000) hours.
- 50.3** 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 Skilled Trades persons shall be the Co-Chairperson. One (1) of the management committee persons shall be the CO-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 Program. This Committee shall meet quarterly and as required. At least two (2) members of the committee from the union and two (2) members of the committee from the company must be present in order to administer the Apprenticeship Standards. The Joint Apprenticeship Committee will meet to establish standards to be used for the Apprenticeship Selection Procedure. The joint committee will monitor the complete training program of apprentices.

50.4 Registration:

50.4.1 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.

50.5 Initial Education Requirements:

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

50.6 School Attendance:

50.6.1 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 their regular work schedule as a result of school attendance. The Joint 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 apprentice's trade. The company will arrange for the apprentices to attend such courses.

50.7 completion Of Apprenticeship:

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

50.8 Seniority:

50.8.1 The apprentice 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).

50.8.2 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.

50.8.3 Employees who enter the Apprenticeship Training Program 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 their relative plant seniority at a time of layoff from the apprenticeship.

50.9 Ratio:

50.9.1 The ratio shall not be more than one (1) apprentice to four (4) journeyperson. In the event of a layoff or recall, the ratio shall be one (1) apprentice to four (4) journeypersons. The company will endeavour to maintain these ratios.

50.9.2 The above mentioned ratio may be modified as the need arises upon approval of the Joint Apprenticeship Committee.

50.9.3 Applications: (Restricted Pool)

50.9.4 Notice of apprenticeship openings will be posted on the company's Bulletin Board.

50.9.5 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 program of training.

50.9.6 A numbered application blank will be filled out and each applicant will sign a register noting that they have received and filed an application.

50.9.7 Applicants meeting the minimum requirements as per 50.5 will be turned over to the Joint Apprenticeship Committee for approval or disapproval, but the final hiring decision will rest with the company.

50.9.8 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 Joint Apprenticeship Committee.

50.10 Credit For Previous Experience:

50.10.1 Credit for previous related experience in an Apprentice Training Program, or a skilled trade in any plant, may be given up to the time required on any phase of the apprenticeship shop training or related training schedules. Credits for such previous experience shall be given the apprentice at the time they have satisfactorily demonstrated that they possess such previous experience and are able to do the job. Related training credit shall be given the apprentice at the time that they are 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.

50.11 Discipline:

50.11.1 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/her apprenticeship such as:

- inability to learn
- unsatisfactory work
- lack of interest in their work or education

50.11.2 This shall not limit the right of the company to discipline an apprentice for cause for matters not related to their training as an apprentice. Such discipline by the company shall be subject to the grievance procedure.

50.12 Apprentices:

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

50.12.2 1st 1000 hours not less than 65% of the Journeyman's rate

50.12.3 2nd 1000 hours not less than 70% of the Journeyman's rate

50.12.4 3rd 1000 hours not less than 75% of the Journeyman's rate

50.12.5 4th 1000 hours not less than 80% of the Journeyman's rate

50.12.6 5th 1000 hours not less than 85% of the Journeyman's rate

50.12.7 6th 1000 hours not less than 90% of the Journeyman's rate

50.12.8 7th 1000 hours not less than 95% of the Journeyman's rate

50.12.9 8th 1000 hours not less than 95% of the Journeyman's rate

50.12.10 An employee with seniority rights who enters the Apprenticeship Program will remain at their 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.

- 50.12.11** Skilled Trades journeypersons will train the apprentices.
- 50.12.12** Anyone newly hired and placed directly into an apprenticeship will begin at 65% of the journeyperson's rate and progress accordingly to the apprentice wage schedule.
- 50.12.13** An apprentice who voluntarily discontinues an apprenticeship program and who was successful on an apprenticeship posting, will not be eligible to bid on another apprenticeship posting for the life of the Collective Agreement. The employee will return to their classification prior to the apprenticeship posting. Tools purchased by the company or through the tool allowance for skilled trades will be returned to the Joint Apprenticeship Committee if an apprentice is unsuccessful in the Apprenticeship Program.

51. SKILLED TRADES: Classifications and Wage Rates

- 51.1** The Company agrees to pay for the licensing fee of the Refrigeration Mechanic and Construction Electricians as required by law.
 - 51.1.1** The company will continue its present practice to provide uniforms to the skilled trades employees.
- 51.2** In addition to the skilled trades representative, there will be two (2) additional shift representatives, one on the weekend day shift and one on the weekday nights. These shift representatives will have all the rights of the skilled trades representative except for seniority in the case of a reduction in manpower.

52. DURATION OF AGREEMENT

- 52.1** The Agreement shall be effective the 16th day of July 2004 to and including the 15th day of July 2007. 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 ninety (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.
- 52.2** 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 2007, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

APPENDIX "A": Schedule of Benefits

1. The Company will supply Employees a **booklet** as a summary of the details of the benefits.

a)	Life Insurance	<ul style="list-style-type: none"> • 1.5 times annual earnings
b)	Dependent Life Insurance	<ul style="list-style-type: none"> • Spouse: \$5,000 • Each eligible child: \$2,500
c)	AD & D	<ul style="list-style-type: none"> • 1.5 times annual earnings
d)	Optional Employee-paid Life Insurance	<ul style="list-style-type: none"> • \$500,000 maximum for Employee; spousal maximum is 50% of Employee's Optional coverage
e)	Major Medical (including Dependent coverage)	<ul style="list-style-type: none"> • \$150,000 overall lifetime. • \$15,000 annual maximum reinstatement
i)	Semi-Private	<ul style="list-style-type: none"> • Further details are set forth in the various Insurance Plans and are summarized in the Employee Booklet • Maximum \$300 per day
ii)	Prescription Drugs	<ul style="list-style-type: none"> • Pay-direct drug card with \$1.00 co-payment Company will provide restricted formulary listing and updates • Celebrex will be a benefit without special authorization.
iii)	Paramedical	<ul style="list-style-type: none"> • \$300 per year for Chiropractic
iv)	Professional Services	<ul style="list-style-type: none"> • \$300 per year for Acupuncturist • \$300 per year for Massage Therapy
v)	Orthopaedic Shoes	<ul style="list-style-type: none"> • \$300 per year
vi)	Out-of-country Coverage	<ul style="list-style-type: none"> • Further details are set forth in the various Insurance Plans and in the Employee Booklet. • 60 days coverage for current and future retirees
vii)	Vision	<ul style="list-style-type: none"> • \$250.00 for frames, lenses, contact glasses, vision tests or laser surgery every two (2) years, excepting retirees who will receive \$200
viii)	Hearing Aids	<ul style="list-style-type: none"> • \$600 per Employee and Dependent every thirty-six (36) months

f)	Basic Dental Plan (including Dependent coverage)	<ul style="list-style-type: none"> • Including 50% reimbursement for Major Restorative; \$1800 annual Maximum; • 9 month recall effective • Current O.D.A. • Orthodontic, lifetime max \$1500 for each insured person
g)	Weekly Indemnity	<ul style="list-style-type: none"> • 1-1-5-52 basis to yield W.I at 66 2/3% of the employee's regular weekly rate.
h)	Employee-Paid LTD	<ul style="list-style-type: none"> • 60% of monthly pre-disability earnings (maximum \$5000/mth).

- a) The company will organize a joint employer and union meeting with the third **party** insurance representative on an annual basis to discuss the employee benefit plan. Items to be discussed at the annual meeting must be provided to the company representative fourteen (14) days prior to the meeting date. The purpose of this meeting shall be to discuss any matters pertaining to the hourly employees benefit plan with the union representatives.
- b) As requested by the union, to a maximum of once per month, the **company** shall coordinate a communication between the Union Chairperson, the Company and the insurance carrier for **WI** and **LTD** to discuss any outstanding issues related to hourly employee.
- c) The Company agrees that the Company will publish an updated booklet detailing the benefit coverage for hourly employees prior to the end of 2004.
- 2 An active employee who is eligible for retirement under the pension plan and retires with pension benefits no later than December 31st, 2005 will receive a onetime retirement allowance of \$25,000 gross. An employee must notify the Company by December 31st, 2004 of their retirement date in order to qualify.
- 3 An active employee who is eligible for retirement under the pension plan with a minimum of 30 years of service and retires before the expiration of the collective agreement will receive a one-time allowance of \$25,000. An employee must notify the company prior to August 31st, 2005 of their retirement date in order to qualify.

- 4 The company will provide **\$15,000** (in lieu of severance) to any active employee hired prior to January 1, 1989 who voluntarily terminates their employment with the Company no later than September **30, 2004**. In addition, the Company will apply for EI's Workforce Reduction Program.
- 5 The Company will provide a one-time Early Retirement Window program. The criteria for the Early Retirement window will be as follows:

All eligible employees must retire on or before January 1st, 2006. Eligible employees consist of the following:

- a) All active employees that achieve **30+** years of Continuous Service during the life of the contract.
- b) All active employees that have a minimum age of 60 and the employee's age plus continuous service equals a minimum of 70 points on or before January 1, 2006.

Pension Entitlement:

a) Employees will retire with the full **30** and ~~out~~ pension (**\$1325** for production, **\$1825** for skilled trades). At age **65** the pension benefit will be re-calculated in accordance with the provisions of the normal **30** and ~~out~~ pension plan, based on their continuous service at their original hire date.

b) Employees will retire with an unreduced Basic and Supplemental Pension.

Eligible employees (a) and (b) will receive Retiree Health Benefits and will also be entitled to the appropriate one-time retirement allowance of **\$25,000**.

- 6 The Company will pay benefit premiums for six (6) full calendar months following the month of layoff.
- 7 On a one-time basis, the Company is prepared to provide retirement benefits to laid-off employees who meet the eligibility to retire if they sign off their recall rights prior to December **31st, 2005**.
- 8 Indexation on pensions payable up to and including January **1, 2007** on each January 1st at **80%** of the increase in the

CPI to a maximum of 5%.

- 9 Basic Pension Benefit Levels are as follows:

Date You Retire	Production	Skilled Trades
Jan 1/04 - Dec 31/04	\$27.75	\$36.25
Jan 1/05 - Dec 31/05	\$27.75	\$37.25
Jan 1/06 - Dec 31/06	\$27.75	\$38.00
Jan 1/07 - Dec 31/07	\$27.75	\$38.75

Special Allowance

Date You Retire	Production	Skilled Trades
Jan 1/04 - Dec 31/04	\$1325.00	\$1825.00
Jan 1/05 - Dec 31/05	\$1325.00	\$1825.00
Jan 1/06 - Dec 31/06	\$1325.00	\$1825.00
Jan 1/07 - Dec 31/07	\$1325.00	\$1825.00

Supplement

Date You Retire	Production	Skilled Trades
Jan 1/04 - Dec 31/04	\$13.75	\$18.00
Jan 1/05 - Dec 31/05	\$13.75	\$18.00
Jan 1/06 - Dec 31/06	\$13.75	\$18.00
Jan 1/07 - Dec 31/07	\$13.75	\$18.00

5. Supplemental Unemployment Insurance Fund (SUB) Plan – Further details are set forth in the Applicable Plan.
6. CAW Legal Services Plan – Further details are set out in the Applicable Plan. Benefits will be extended to retirees at no increased cost to the Company.

LETTER OF UNDERSTANDING
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
Harassment in the Workplace

July 21, 2001

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens Automotive Inc.

Dear Mr. Domingues:

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 bona fide 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 action, 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.

The Company will establish a workplace Harassment Committee, the Union will be invited to participate in its formation on the basis of equal Company and Union members. Such committee will meet semi-annually, during regular working hours paid by the Company to discuss issues relating to harassment and the general direction of the committee.

If there is a Human Rights Complaint on the off shift (Except Day Shift), the Human Rights Chairperson shall be called in to investigate such complaint.

James M. McKenzie
Manager – Employee Services

**LETTER OF UNDERSTANDING
Siemens Employees**

June 13, 2001

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens Automotive Inc

Dear Mr. Domingues:

It is understood that 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, displace seniority employees from their designated shifts, or fill shift openings.

The Company will meet with the union to discuss the length and scope of the work assignment and the integration of these employees into the workforce.

James M. McKenzie
Manager, Employee Services

LETTER OF UNDERSTANDING
Pay Day

June 4, 2001

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens Automotive Inc.

Dear Mr. Domingues:

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

In the event the company makes a payroll error greater than four (4.0) hours of pay in an employee's weekly pay and a manual cheque is requested by the employee, the difference shall be paid by the close of business day on Monday.

All employees will be on direct deposit payroll by September 2, 2001.

Yours truly,

James M. McKenzie
Manager, Employee Services

LETTER OF UNDERSTANDING
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
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.

EdSasonow
Director, Human Resources

LETTER OF UNDERSTANDING
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

Technological and Technique Change – Skilled Trades

June 20, 2001

Mr. Luis Domingues, Plant Chairperson
Local 27, CAW – Unit 51
Siemens Automotive Inc.

Dear Mr. Domingues:

During negotiations, the Company and the Union discussed changes in technology and techniques that could possibly cause a change in the number of employees 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.

In order to plan for the upgrading of skills for Skilled Trades employees due to new technology and techniques change, a Training Committee consisting of one (1) Electrician, one (1) Millwright, one (1) Tool & Die Maker and three (3) members of management shall meet bi-monthly to discuss skilled trades training issues.

Yours truly,

James M. McKenzie
Manager, Employee Services

LETTER OF UNDERSTANDING
"Weekly Indemnity" and "Long-Term Disability" Claims

July 12, 2004

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens VDO Automotive Inc.

During the 2004 Negotiations, the parties agreed to the following dispute resolution procedure concerning "Weekly Indemnity" and "Long Term Disability" claims:

1. If there is a dispute regarding the ability of the employee to return to work, the employee will be required to appeal to the insurance company two (2) times with updated medical information from the treating physician. The Company shall ensure that each appeal is adjudicated as promptly as possible.
2. If after the appeals, the insurance company, their Doctor or anyone from the insurance company who determines the legitimacy of claims is still denying the particular claim and there is a dispute between the insurance company and/or their representatives and the employee's physician, the parties will refer *the issue(s)* to a medical specialist at the London Regional Centre or Department of Psychiatry at Victoria Hospital or agreed to alternate, for the purpose of evaluating all aspects of the claim. Once the employee has made the Company aware of the denial, the Company will have two (2) weeks to forward the appeal to the selected IME. Failing to forward the appeal within two (2) weeks, the insurance company will start paying the employee the 'Weekly Indemnity' or the 'Long-Term Disability' claim until the IME renders a decision. If the IME upholds the insurance company's decision, the employee will return all paid monies to the Company to be forwarded to the insurance carrier. The Union Chairperson will be provided with a copy of the request for an IME and the decision of the IME.
3. This Independent medical opinion shall be binding on the Company, the Union and the Employee.

4. The Company will pay up to \$2,000 maximum, per claim, for the Independent Medical opinion.
5. If a decision has not been made by the IME or insurance company at least two (2) months from the date of the claim's submission, the insurance company will pay the "Weekly Indemnity" claim while the claim is being adjudicated. Once the employee receives the money from the insurance company, or the claim is denied through the IME process, they will reimburse the Company.
6. If an employee needs to reimburse the Company for any reason, they will be deducted no more than \$200 per week.

Rob Sinclair
Manager, Employee Services

LETTER OF UNDERSTANDING
Sequencing Arbitrators when referring multiple Grievances
to Arbitration

In the event that a grievance, filed by either party within the terms of the Collective Agreement, is not resolved to the satisfaction of the party initiating the grievance, the issue may be referred to Arbitration as outlined in Article 14 using the agreed to panel of Arbitrators on a rotating basis and in the following manner:

- The local Union Chair of the Plant Bargaining Unit or his/her designate, will forward to the Director, Human Resources or his/her designate, a written request to refer the grievance in question, to Arbitration.
- The appointment sequence of Arbitration shall commence from that point, onward, when the Company has received, in writing, from the Union, official notification that the Union wishes to proceed with its' grievance, to Arbitration.
- In the case when the Union may decide to file multiple grievances to Arbitration, it is understood that it is the date on which the individual grievances were reduced to writing, which shall determine the sequence in which these grievances will be assigned to the respective Arbitrators, (lowest to highest number) from one (1) to four (4) of the rotation order as per clause 14.2 of the Collective Agreement.
- Once an Arbitrator has been appointed in the proper scheduling sequence, he/she shall not be eligible to hear another grievance until the balance of the Arbitrator rotation has been exhausted.
- In the event that a grievance is withdrawn or settled, before it comes on for hearing, the Arbitrator in question is considered to have served his rotation turn and will not be assigned another case until such time as the rotation sequence has been exhausted and his/her turn comes up, again.

Ed Sasonow
Director, Human Resources

Ron Joyal
Area Director, CAW

LETTER OF UNDERSTANDING
Central Services

June 22, 2004

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens VDO Automotive Inc.

During negotiations for the Collective Agreement, the question of Central Services was discussed and the Company has agreed to offer present janitors and facilities helpers the opportunity of working in the new classification. The Company commits to having a central services employee on every shift that has scheduled production and two (2) on the day shift. In addition to their regular responsibilities, these employees will be required to perform assembly classification work when requested. This request will not interfere with the completion of their primary responsibilities.

In addition the parties agree to forming a temporary central services pool of laid off employees to be contacted to work scheduled shifts to replace central services employees who have scheduled time off. This pool will be contacted prior to overtime opportunities being offered to other central service employees. At no time will the pool exceed five (5) laid off workers. The Company will form the temporary pool by July 31, 2004 and will update the pool every six (6) months thereafter. If the temporary pool person refuses three (3) opportunities for any reason in one (1) calendar year, they will be permanently removed from the central services replacement pool.

Rob Sinclair
Manager, Employee Services

Letter of Understanding Minimum Legislation

During the course of the **1998** Negotiations, the Union expressed the **concern** that the provincial government may amend the current Employment Standards Act and the Occupational Health and Safety Act in a manner adverse to the interests of the Union and the Bargaining Unit employees.

For the life of the Collective Agreement, the Company agrees to abide by:

- a) Part eleven **(11)** "Pregnancy and Parental Leave" of the Employment Standards Act, **R.S.O. 1990**
- b) Part fourteen **(14)** "Termination of Employment" of the Employment Standards Act, **R.S.O. 1990**
- c) Part five **(5)** "Right to Refuse or Stop Work Where Health and Safety in Danger" of the Occupational Health and Safety Act, **R.S.O. 1990**
- d) Part six **(6)** "Reprisals by Employer Prohibited" of the Occupational Health and Safety Act, **R.S.O. 1990**

It is further agreed that should any other parts of either the Employment Standards Act or Occupational Health and Safety Act be re-written or amended in an adverse manner to the interests of the Union or the Bargaining Unit employees, the parties shall meet **within thirty (30) days** after the introduction of a bill amending the above stated Acts to discuss potential adverse effects on our employees and to negotiate a mechanism of resolve satisfactory to both parties.

If any part of the Collective Agreement provides a greater right, benefit, term or condition of employment than an amendment or change in Employment Standards or Occupational Health and Safety legislation, then the Collective Agreement shall prevail and apply.

Ron **Joyal**
Area Director, CAW

Ed **Sasonow**
Director, Human Resources

**Letter of Understanding
Summer Students**

June 1, 2001

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens Automotive Inc.

Dear Mr. Domingues:

The Company may wish to establish a group of "Students" on the following basis:

1. "Students" may be employed for the Summer Months, May to September for vacation replacement purposes, provided no seniority employees are on layoff.
2. The hiring of students will be at the **sole** discretion of the Company. Preference will be given to students of employees of Siemens Automotive Inc. – London.
3. A "Student" shall mean a person attending school, college, or university on a **full** time basis and who has indicated their intentions to **return** to school at the end of the summer months. Each "Student" will be required to sign a letter stating these intentions.
4. "Students" employed by the Company will not acquire seniority while working in the plant and will further not be covered by the seniority provisions in the Collective Agreement including Company provided Benefits and COLA.
5. It is understood that no "Student" will perform a Premium Paid classification unless there are no seniority employees whom wish to perform the work.
6. The Company agrees to offer each overtime assignment to regular qualified employees first before utilizing "Students"
7. "Students" who have worked forty (40) hours in a calendar month will be required to pay Union Dues.

8. The rate paid to "Students" will be two dollars (\$2.00) per hour less than the 'Assembler" classification "Hiring In" Rate.

Yours truly,

James M. McKenzie
Manager, Employee Services

Letter of Understanding
Temporary Labour Pool

July 9, 2004

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens VDO Automotive Inc.

Dear Mr. Domingues:

It is agreed by the parties that a Temporary Labour Pool may be utilized as follows to replace Modified Shift weekend employees:

1. The company may implement and use a temporary labour pool for the purpose of replacing “Assembler” classification employees on time off credits.
2. Available Work shall be offered first to any employees who are on lay-off. Employees who are on lay-off and decline to participate in the Temporary Labour Pool shall not lose their Recall Rights under Article 8 of the Collective Agreement.
3. Summer students may be utilized in labour pool under conditions laid out in the Letter of Understanding regarding “Summer Students”. This period may be beyond the May-September period as outlined in the Letter of Understanding regarding “Summer Students” for the purpose of replacing Modified Shift weekend employees utilizing their Time Off Credits.

Labour Pool Procedures

1. Laid Off employees will notify the company in writing of their willingness to work the Temporary Labour Pool.
 - 1.1. When temporary work is available, these employees will be offered opportunity to work under conditions of the Temporary Labour Pool and will be paid at the applicable rate of pay in accordance with the terms and conditions of the Collective Agreement.
 - 1.2. Laid off employees in the Temporary Labour Pool will be selected consistent with their seniority to perform the available work.

2. Any worked hours under the Temporary Labour Pool arrangement will not be constituted as a recall for contractual purposes nor will this work activate or extend the employee's company provided benefits nor will this be constituted as establishing seniority rights.
3. Summer students working in the Temporary Labour Pool will be paid as per the Letter of Understanding regarding 'Summer Students'.
4. Temporary Labour **Pool** employees shall pay union dues as per Article 4 of the Collective Agreement.
5. Temporary Labour Pool employees who are 'Summer Students' shall be eligible for Vacation Pay in accordance with the Employment Standards Act. Employees, who are on lay-off and participate in the Temporary Labour Pool, shall be eligible for vacation pay as per Article 44 of the Collective Agreement.
6. If an employee on the temporary labour pool does not show up for three (3) accepted work opportunities, within a one (1) year period, they will be permanently removed from the temporary labour pool'.

Yours truly,

Rob Sinclair
Manager, Employee Services

**LETTER OF UNDERSTANDING
Union Recognition**

June 21, 2001

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens Automotive Inc.

Dear Mr. Domingues:

When the company is celebrating London Plant accomplishments or milestones, the company will adopt a policy of displaying the Canadian Auto Workers logo along with the Company logo on goods to be offered to employees.

Yours truly,

James M. McKenzie
Manager, Employee Services

**Letter of Understanding
Set-Up Operator Training**

June 22, 2004

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW - Unit 51
Siemens VDO Automotive Inc.

Dear Mr. Domingues:

The Company is prepared to offer four (4) training opportunities to active set-up operators who have successfully completed their academic requirements (three (3) completed courses) under Article 11 of the Collective Agreement. These on the job training opportunities will begin between July 1, 2005 and October 1, 2005 and will be for a maximum of six (6) months. Set-up operators will need to be actively employed in the plant at the time of the job training opportunities to be eligible. If an employee has not successfully achieved the academic requirements set out above, by July 1, 2005, they will forfeit their training opportunity.

Any set-up operator who fails in their attempt to be upgraded to the auto technician classification will count as one (1) of the four (4) training opportunities.

In return for providing these opportunities, the Company reserves the right to relocate the existing set-up operators in HVAC Cell 1 to another work opportunity within their classification upon ratification of the collective agreement. In addition, after July 15, 2005 all set-up operators will be removed from HVAC.

Yours truly,

Rob Sinclair
Manager, Employee Services

Letter of Understanding
Violence Against Women, Women's Advocate Position

July 16, 2004

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens VDO Automotive Inc.

Dear Mr. Domingues:

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives. As per the Company's attendance management program, these situations will be reviewed in determining the appropriate measures in dealing with attendance issues.

The Company agrees to recognize a women's advocate representative elected or appointed by the Union. The role of the women's advocate representative is to:

1. Take part in the investigation of harassment issues and be a member of the joint anti-harassment committee.
2. To identify and make recommendations to the employer with regard to barriers which may have an adverse affect on female employees. This may include making a presentation to the Company and Union bargaining committees prior to the collective agreement bargaining process.

Rob Sinclair
Manager, Employee Services

**LETTER OF UNDERSTANDING
CAAT Testing for Logistics**

June 14, 2004

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens Automotive Inc.

Dear Mr. Domingues:

The minimum raw scores that the Company is willing to accept as "passing" the Canadian Adult Achievement Test for the logistics classification will be the following:

Reading Comprehension	32
Number Operations	17
Problem Solving	13

Yours truly,

Rob Sinclair
Manager, Employee Services

LETTER OF UNDERSTANDING
Damaged Tool Boxes

July 12, 2004

Mr. Luis Domingues
Plant Chairperson
Local 27, CAW – Unit 51
Siemens Automotive Inc.

Dear Mr. Domingues:

The Company will repair or replace tool boxes that are damaged in the course of employees performing their work for the company.

Yours truly,

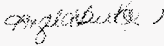
Rob Sinclair
Manager, Employee Services

In Witness Whereof each of the parties hereto has caused this Agreement to be signed by it's duly authorized representatives this the 17th day of July 2004.

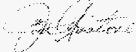
For the Company



Rob Sinclair
Manager, Employee Services



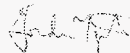
Angela Burch



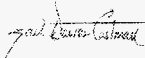
Jon Arlstone



Mike Leopold

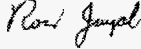


Gord Niznik



Gail Davies-Eastman

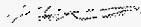
For the Union



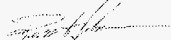
Ron Joyal
Area Director, CAW




Luis Domingues, Chairperson



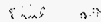
Ken Stringer



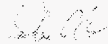
Russ Hobson



Rob Borshell



Paula MacRae



Darlene Agnew

2004

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
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APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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25	26	27	28	29	30	

MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
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30	31					

JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30			

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
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4	5	6	7	8	9	10
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AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
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22	23	24	25	26	27	28
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SEPTEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
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OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT
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NOVEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
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21	22	23	24	25	26	27
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DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
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11	12	13	14	15	16	17
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2005

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
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FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
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MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
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APRIL						
SUN	MON	TUE	THU	FRI	SAT	
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MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
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JUNE						
SUN	MON	TUE	THU	FRI	SAT	
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JULY						
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AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
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SEPTEMBER						
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OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT
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NOVEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
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DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
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2006

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
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FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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2007

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
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