

AGREEMENT

Between



JOHNSON CONTROLS LP
AUTOMOTIVE SYSTEMS GROUP
TILLSONBURG, ONTARIO

and

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NATIONAL AUTOMOBILE AEROSPACE,
TRANSPORTATION and
GENERAL WORKERS UNION of CANADA
(CAW-Canada)
and its Local 1859

June 2, 2008

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AGREEMENT

Between

JOHNSON CONTROLS LP
AUTOMOTIVE SYSTEMS GROUP
TILLSONBURG, ONTARIO
(519) 842-5971

(hereinafter referred to as the Company)

and

NATIONAL AUTOMOBILE AEROSPACE,
TRANSPORTATION and
GENERAL WORKERS UNION of CANADA
(CAW-Canada)
and its Local 1859

(hereinafter referred to as the Union)

June 2, 2008

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AGREEMENT

1
2
3 This agreement is entered into on June 2, 2008 by and between
4 Johnson Controls LP Automotive Systems Group, Tillsonburg,
5 Ontario, hereinafter referred to as the Company and the National
6 Automobile Aerospace, Transportation and General Workers Union
7 of Canada (CAW - Canada) and its local Union Number 1859,
8 hereinafter referred to as the Union in order to provide an orderly
9 collective bargaining relationship.

10
11 It is the purpose of this agreement to assure the continuous,
12 harmonious, efficient, economical and profitable operation of the
13 Company's plant; to prevent strikes, slow downs and any other
14 disturbances which may interfere with production; and further setting
15 forth the agreement covering wages, hours of work, dismissals and
16 other conditions of employment.

17
18 Throughout this agreement, wherever the masculine is used, it shall be
19 construed as including the feminine where context or nature of the
20 case requires.

21
22 Throughout this agreement, the definition of spouse will include to
23 mean a same sex partner with which the employee has been in a
24 conjugal relationship for at least 12 months.

ARTICLE I

Recognition

25
26
27
28
29
30 Pursuant to the certificate of the Labour Relations Board of the
31 Province of Ontario bearing the date of June 11, 1990, the Company
32 recognizes the Union as the sole and exclusive bargaining agent with
33 respect to wages, hours of work, and other working conditions, and
34 this agreement will pertain only to its employees in the bargaining
35 unit, as described in the said certificate of the said Labour Relations
36 Board.
37
38
39
40
41
42
43
44
45

ARTICLE II
Managements Rights

Except as, and to the extent specifically modified by this agreement, all rights and perogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its Management and may be exercised by Management as it, in its discretion sees fit. Without limiting the generality of the foregoing, the Company's rights shall include:

(A)

The right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, (which rules and regulations shall be neither unreasonable nor inconsistent with the provisions of this Agreement) policies and practices, to be observed by its employees; to discipline and discharge employees for just cause.

(B)

The right to select, hire and control the working force and employees; to transfer, assign, promote, demote, schedule and classify employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to transfer employees into and out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives.

(C)

The right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the products to be manufactured, merchandised and sold; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; job content and requirements; the qualifications of employees; the use of improved or changed methods and equipment; the number of employees needed by the Company at any time and how many shall work in any job; the numbers of hours to be worked; starting and quitting time; shift hours and rotation thereof; methods to be used to ensure security of the Company's property, and generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

92 Failure by the Company to exercise any of its Management Rights or
93 other rights shall not be considered to be an abandonment of those
94 rights nor shall the principle of estoppel be applied to such
95 circumstances. The operation of this Article shall not be inconsistent
96 with other provisions of this Collective Agreement.
97
98

99 **ARTICLE III** 100 **Human Rights**

101
102 The Company and the Union agree that, in accordance with the
103 Ontario Human Rights Code, there shall be no discrimination,
104 interference, restriction or coercion exercised or practised with
105 respect to any employee by reason of age, marital status, race,
106 ancestry, colour, ethnic origin, creed, sex, religion, physical handicap or
107 sexual orientation, nor by reason of Union membership or activity.
108
109

110 **ARTICLE IV** 111 **Union Security**

112
113 It is agreed by the parties that all employees must be members of the
114 Union as a condition of employment. The Company agrees to give
115 each employee a copy of the Collective Agreement, no later than three
116 (3) months after ratification.
117

118 It is also agreed by the parties that all employees shall pay union dues
119 and initiation fees as a condition of employment.
120

121 All new employees hired shall also, as a condition of employment, have
122 deducted from their pay monthly union dues, or an equivalent sum,
123 and shall, at the completion of the probationary period, have deducted
124 from their pay initiation fees, which will be checked off by the
125 Company. The amounts so deducted shall be such sums as may from
126 time to time be assessed by the Union on its employees by the Union
127 in accordance with the Constitution and/or By-Laws of the National or
128 Local Union. In the case of any conflicts, the By-Laws or Constitution
129 of the National Union shall govern.
130

131 The Company agrees to forward to the Financial Secretary of the
132 Union by cheque each month, not later than ten working days
133 following the end of the month in which the deductions were made
134 the total amount deducted and a list from whom the deductions were
135 made and who were not checked off and the reason.
136

137 The Financial Secretary of Local 1859 will notify the Company of any
138 change in the amount of Union dues and/or initiation fee, that may
139 from time to time take place in line with the Constitution and/or Local
140 Union By-Laws. Union dues are to be reported on T-4 Slip.

141
142 The Company will forward to the Union the names and addresses
143 including postal codes of all employees covered by the Collective
144 Agreement and will forward any changes of addresses upon receiving
145 a change from the employee.

146
147
148 **ARTICLE V**
149 **Strikes and lockouts**
150

151 The parties agree that during the life of this agreement, there shall be
152 no work stoppages or interruptions, strikes (including Sympathy
153 Strikes) slowdowns or sickouts, or impeding of work of any kind or
154 nature. No officer or representative of the Union shall authorize,
155 instigate, aid or condone any such activity as referred to above. No
156 employee shall participate in any such activity. In the event any
157 employee or group of employees covered by this agreement
158 participate in any such unauthorized activity, the union agrees that
159 upon notification from the Company of such occurrence, it will direct
160 such employee or group of employees to resume normal work activity
161 and will take effective means to terminate the unauthorized conduct.
162 If the activity does not terminate, the Union (including both the Local
163 and National) shall not be liable to the Company for any and all
164 damages resulting from the unauthorized activity from its inception.

165
166 Any employee who violates the terms of this article shall be subject to
167 disciplinary action up to and including discharge.

168
169 Claims of unfair treatment of any employee by the Company under this
170 section shall be subject to the grievance procedure.

171
172 The Company agrees that there will be no lockout during the term of
173 this agreement.

174
175
176 **ARTICLE VI**
177 **Union Representation**
178

179 Employees covered by this agreement will be represented on
180 each shift by two representatives from Seating and one from
181 Skilled Trades.
182

183 The Bargaining Committee which will attend all grievance meetings
184 shall consist of the day shift committee, one of which will be the
185 Chairperson.
186

187 The Plant Chair will be a full time position and will act, in addition to
188 the position's typical duties, as the benefits and substance abuse
189 representative. It is understood that the Plant Chair may need to work
190 hours other than dayshift, any hours other than dayshift must be by
191 mutual agreement.
192

193 The Company will recognize alternate representatives who shall act in
194 the absence of any Union representation. In the case of the
195 Chairperson, the Company will recognize whomever the Chairperson
196 has identified as the alternate. For the most part, this will always be
197 the same person and when possible in writing.
198

199 The Union agrees to give serious consideration that an unusual
200 number of representatives from one area could be detrimental to the
201 overall operation.
202

203 Union representatives shall be allowed reasonable time off the job
204 with pay to attend to grievances or complaints within their location.
205

206 If the Union representative is required to leave his workstation for the
207 purpose of handling a grievance or complaint, he shall first secure
208 permission from his Supervisor. Such permission shall not be
209 unreasonably withheld and, each Union rep and Management person
210 will in turn act responsibly in their dealings with regard to these
211 matters.
212

213 The Company agrees to retain Union representatives during any
214 reduction in force provided they are able to perform the work
215 available. No Union representative, however, will displace an
216 employee holding a non-interchangeable classification merely because
217 of this super seniority.
218

219 If the population of the bargaining unit exceeds 500, a third member
220 will be added to each shift.
221

222 The Company agrees to hold monthly Labour-Management meetings
223 for the purpose of discussing issues relating to the workplace,
224 which affect the parties or any employee bound by this
225 Agreement. Such meetings will be held within 8 days of a written
226 request, but not greater than once a month. The Bargaining
227 Committee will attend these meetings with pay.
228

ARTICLE VII

Grievances

The purpose of this Article is to establish a procedure for the settlement of all disputes, which may arise as to wages, hours of work, working conditions and other matters affecting bargaining unit employees in the plant.

Grievance forms will be provided by the Company.

Step 1.

Any employee having a grievance shall first take the matter up with his supervisor or committee person who will then discuss the complaint with the concerned supervisor.

Step 2.

If the complaint is not satisfactorily resolved within twenty four hours the committee person will then submit a written grievance signed by the complaining employee citing the incident and the provisions of the agreement that are claimed to have been violated.

The Company will respond to the grievance in writing by the end of the third work day following the date of the written grievance. The grievance shall be considered settled on the basis of the Company's response if the Union fails to give written notice by the end of the third work day following the date of the Company's response that it desires to proceed to Step 3.

Step 3.

If the matter is not resolved in Step 2, it will be addressed at the next third step meeting, which will be held between the bargaining committee (one additional union representative may attend upon mutual consent of the parties, providing it is done on their own time) and Company representatives every two weeks. The Company will respond to the grievance by the end of the third work day following the date of the Step 3 meeting. The grievance will be settled based on the Company's Step 3 response if the Union fails to give written notice by the end of the third work day following the Company's Step 3 response that it desires to proceed to Step 4. If there are no grievances to be discussed, the bargaining committee will meet among themselves to discuss other plant concerns including such performance items as Scrap, R.P.P.M.'s, First Time Capability, and Machine Utilization. Further, the Committee can invite up to four other union representatives to attend this meeting.

275 **Step 4.**

276 If the matter is not resolved in Step 3, a meeting with the bargaining
277 committee and its National Representative and or its Local President
278 and Plant Manager or his designate will be held within 30 calendar
279 days of the Union's written response to the Company's third step
280 disposition. This thirty (30) day period may be extended by mutual
281 agreement. The Company will respond to the grievance by the end of
282 the third work day following the date of the Step 4 meeting. The
283 grievance will be settled on the basis of the Company's Step 4
284 response if the Union fails to give written notice by the end of the
285 tenth calendar day following the Company's Step 4 response that it
286 desires to proceed to Step 5.

287
288 a) Appeal Procedure: In the event that any grievance is resolved or
289 withdrawn by the Union and is subsequently appealed through the
290 appeals procedure established by the CAW Constitution appeals
291 procedure, and such appeal is upheld, the grievance shall be
292 considered timely and will be processed to the appropriate step of the
293 grievance procedure. The Company, however, will not be responsible
294 for any monetary liability beyond any amount that would have been
295 incurred had the grievance been processed under the normal
296 procedure.

297
298 **Step 5.**

299 If the matter is not resolved in Step 4, the Union may request
300 arbitration by sending a letter (within 10 days of its response to the
301 Company's Step 4 response). Within five (5) days of the giving of
302 written notice both parties will exchange lists of three (3) proposed
303 arbitrators. In the event that no name is common to both lists, either
304 party may within ten (10) days after the lists have been exchanged
305 request the Minister of Labour of Ontario to submit a list of five
306 available arbitrators. The parties shall then attempt to agree on one of
307 the five or request a new list.

308
309 In order for a complaint to be processed as a grievance it must be filed
310 no later than three (3) working days after the alleged occurrence, or
311 when the grievor could reasonably be expected to have become
312 aware of the alleged occurrence. This and all other response times
313 mentioned throughout this procedure may be extended by mutual
314 agreement. No reasonable requests will be denied.

315
316 Each party shall bear its own expense and costs in litigating an
317 arbitration case. The arbitrator's bill shall be paid 50% by each party.
318 The arbitrator shall have no authority to add to or subtract from the
319 written agreement. The arbitrator's award shall be binding upon all
320 parties.

321 Prior to a grievance being arbitrated, mediation may be used to settle
322 the grievance, provided both parties agree.
323

324 The following special procedure shall be applicable to a grievance
325 alleging improper discharge or suspension of an employee. The
326 grievance may be lodged in writing at the fourth step, within three
327 (3) working days after the suspension or discharge occurred. If the
328 decision of the Company is not satisfactory to the Union, the matter
329 may then proceed on the giving of the prescribed notice of appeal to
330 an impartial arbitrator selected as herein provided.
331

332 Policy grievances may be filed by the Committee on behalf of the
333 employees at the fourth step, providing it is within three days of the
334 alleged violation.
335

336 The term working days when used in this agreement for grievance
337 procedure, shall exclude Saturdays, Sundays, Holidays and Vacations
338 as defined herein.
339

340 Throughout all the steps of the grievance procedure, the time limits
341 shall apply equally to the Union and the Company, but can be
342 extended by mutual agreement. Anytime either of the parties fail to
343 respond within the time limits or agreed upon extension of the time
344 limits, they will default their position and the grievance will be settled
345 based upon the other party's last written request. Such settlement
346 however, will be on a non-precedent setting basis.
347
348

349 **ARTICLE VIII**

350 **Wages**

351 **8.01 Rate of Pay**

352 Wages shall be on the basis set forth in the schedule on wage rates
353 attached hereto and marked Appendix "A".
354
355

356 New hires progress from start to the top of their respective
357 classification at a rate of \$0.50 per hour every 6 months of
358 employment until they reach the top of the range. Start rate will be
359 \$4.00 below the respective top rate.
360

361 **8.02 Payday**

362 Employees will be paid every Friday, barring any unforeseen and
363 unavoidable circumstances. Each employee's pay will be deposited
364 to their individual accounts at the bank of their choice. Each
365 employee will receive a statement of their earnings and deductions
366 every Friday.

367 Each employee will be paid one week in arrears.
368

369 The only deductions made from employee's cheques will be those
370 required by law and authorized by the employees themselves. In no
371 case where an employee has been overpaid, will more than \$30 be
372 deducted from any one pay cheque. This \$30 maximum will not apply
373 in cases where the employee was notified prior to the employee's
374 payday in which overpayment occurred. The Company will not hold
375 any employee accountable for an overpayment more than one year
376 old.

377 **ARTICLE IX**

378 Seniority

379 9.01 Definition

380 (1) The fundamental rules respecting seniority are designed to give
381 employees a measure of security based on length of service with the
382 Company.
383

384 (2) Seniority will be established and maintained for all employees in the
385 bargaining unit on a plant wide basis.
386

387 (3) All employees' names will appear on a seniority list as of their latest
388 date of hire. The list will be revised every three months and posted on
389 plant notice boards. A copy of such list will be given to the Union.
390

391 (4) New employees will be considered probationary employees until
392 they have been employed for sixty (60) days, at which time they will
393 become seniority employees, providing they have actually worked
394 forty (40) days.
395

396 During the probationary period, employees can be assigned,
397 reassigned, retained or terminated in the Company's discretion
398 providing that such discretion shall not be exercised in a manner that is
399 in bad faith, arbitrary, or discriminatory contrary to the Ontario Human
400 Rights Code.
401

402 (5) Should one or more employees be hired on the same day, they will
403 be entered on the seniority list in alphabetical order.
404 Subsequent name changes will not result in a change in standing on
405 the seniority list.
406

407 (6) When students are hired it shall be for a predetermined and
408 specific period of time, but in no case more than one hundred and
409 twenty (120) calendar days. Students will not accumulate seniority and
410 will not be considered members of the Bargaining Unit.
411
412

413 If at any time on or before the end of their period of employment a
414 student applies for and is hired as a full-time employee he will
415 immediately be considered a new hire and will be required to serve
416 the probationary period spelled out in (4). Upon satisfactory
417 completion of their probationary period, the seniority date will be the
418 date the employee was hired as a student.
419

420 Seniority employees, on layoff will be recalled to work prior to any
421 students being hired.
422

423 **9.02 Loss of Seniority**

424 An employee shall lose all seniority rights if:

425
426 (A) He quits or retires.

427
428 (B) He is discharged by the Company and not reinstated.
429

430 (C) He is absent for three (3) consecutive work days and prior to the
431 end of the business day on the third day of absence,
432 * Fails to report the absence to personnel or a supervisor and
433 * Fails to provide proof satisfactory to the Company that the
434 delay in reporting off and the absence itself were unavoidable and
435 beyond his control.
436

437 (D) Prior to the end of the business day on the third work day
438 following the expiration of a leave of absence,
439 * Fails to return to work or
440 * Fails to provide proof to the Company of his inability to return
441 and for not reporting such in a timely fashion.
442

443 (E) Fails to respond to recall from layoff within two work days and
444 present himself within four work days.
445

446 (F) He has been continuously on layoff or on a leave of absence for
447 twelve (12) months or a length of time equal to his seniority, up to a
448 maximum of 48 months. This will not apply to Union Leaves, which
449 are mutually extended.
450

451 The Company will be entitled to rely upon the last address of an
452 employee as shown in the Company records. Employees shall notify
453 the Company promptly of any change in address or phone number.
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9.03 Employee Files

Employee's personal files are kept confidential in the personnel department.

Employees are required to notify the personnel department as soon as any changes occur regarding:

- *Addresses
- * Phone Numbers
- * Dependent Status
- * Beneficiary Designations

9.04 Medical/WSIB Files

Only the Plant Nurse or the designated person(s), who for the most part will be the Employee Relations Manager or the Employee Relations Supervisor in the Personnel Department acting in her absence, will have access to employees' medical files. The company will ensure all files and documentation will be kept confidential.

Only the Employee Relations Manager or the person in the Personnel Department assigned the responsibility for managing WSIB will have access to employees' WSIB files. The Company will give the Employee their copy of the Form 7 on the day it is sent to the board.

505 **ARTICLE X**
506 **Classifications**

507

508 Classification	509 Level	510 Status
511 Line Production (Demould)	512 III	513 Interchangeable
514 Line Production (Wireplacing)(QIC)	515 II	516 Interchangeable
517 Receiving Inspector	518 I	519 Interchangeable
520 Production Technician (SIC)	521 I	522 Interchangeable
523 Fork Lift Operator	524 All	525 Interchangeable
526 Quality Auditor	527 All	528 Interchangeable
529 Stockkeeper	530 All	531 Non-Interchangeable
532 Maintenance Journeyperson	533 All	534 Non-interchangeable
535 Maintenance Apprentice	536 All	537 Non-interchangeable
538 Weekend Helper	539 All	540 Non-interchangeable
541 Tooling Maintenance	542 All	543 Non-interchangeable
544 Tooling Maintenance Helper	545 All	546 Non-interchangeable

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539 **ARTICLE XI**
540 **Layoff & Recall**

541 **Indefinite Layoff (more than three working days)**

542 When the Company determines a reduction in the workforce or a
543 portion of the workforce is in order, employees will be removed
544 from the classifications directly or indirectly affected based on plant
545 seniority (least senior first) and will be placed elsewhere in the plant or
546 layed off based on plant seniority and ability. Where all things are
547 relatively equal, the senior employee will be retained.
548
549

551 In cases of indefinite layoffs of 10 people or less, a senior employee in
552 the classification from which the employees are being laid off may
553 elect to take the place of the junior employee who is being placed
554 somewhere else in the plant through the layoff procedure. In these
555 instances, it will be treated as though the senior employee "bid for a
556 posting" and the classification the senior employee is transferred to
557 will become their bid classification (without any trial period) and they
558 will no longer have rights to the classification just vacated.
559

560 To make their election, the employee will have to advise their
561 supervisor before the layoff has been completed.
562

563 Employees in interchangeable classifications will not be able to
564 displace employees in non-interchangeable classifications unless they
565 have previously demonstrated the ability to perform the duties of that
566 classification satisfactorily.
567

568 Probationary employees will be the first to be removed from the plant.
569 This is not intended, however, to allow the displacement of
570 probationary employees in skilled classifications by seniority
571 employees in interchangeable classifications or other unrelated non-
572 interchangeable classifications.
573

574 So far as practical, the Company will give those employees who are
575 affected by indefinite layoffs three days notice.
576

577 An exception to the first paragraph of this article will be the Voluntary
578 Leave procedure, that allows seniority employees in the classification
579 affected by the layoff to be able to take a Voluntary Leave ahead of
580 the junior employees affected.
581

582 So far as practical, seniority employees who are interested in the
583 Voluntary Leave must register in writing with the Employee Relations
584 department no later than one week prior to the layoff.
585

586 Employees who have been out of the plant on Voluntary Leave for
587 sixty (60) days or more may elect to return, seniority permitting. The
588 order of return will be first to their home classification.
589

590 Employees wishing to return from Voluntary Leave must advise the
591 Employee Relations department in writing at least one week in
592 advance.
593

594 Under no circumstances will any employee be terminated under the
595 Loss of Seniority section of this Agreement while on Voluntary Leave
596 status except as provided for in the Recall from Layoff / Voluntary

597 Leave section.
598

599 **Short Term layoff (three working days or less)**

600 A short term layoff applies where reductions will not exceed three
601 working days. The Company will not use the Short Term layoff to
602 circumvent Indefinite Layoffs.
603

604 Layoffs under this section will be by seniority in the classification on
605 the shift.
606

607 In cases of a layoff of less than a full shift, the Company will continue
608 to offer employees affected the option of voluntarily going home.
609

610 **Recall from Layoff / Voluntary Leave**

611 Employees will be recalled to available work using the same principle
612 as above.
613

614 Except for cases where it would put the company in a hiring
615 position, employees who are recalled after having been on Layoff /
616 Voluntary Leave for ten consecutive work days may refuse the recall
617 if they are working as a full-time employee for another employer or
618 are attending school on a full-time basis and can document such in
619 writing within three work days of the date they are to return to
620 work for Johnson Controls. No employee shall have the right to
621 more than one such refusal. Further, such employees will remain on
622 layoff and will be governed by all appropriate contract provisions.
623

624 Employees being recalled for summer vacation coverage will go to
625 available work but will be given a shift preference before a student.
626

627 After a job posting has been vacated for 12 months due to a layoff that
628 job will be posted as a full-time position. If recalled after the 12 month
629 period the layed off employee will go to available work, provided the
630 job has been posted and not filled as set out in the collective
631 agreement.
632

633
634 **ARTICLE XII**

635 **Transfers**

636 **12.01 Job Postings**

637 In the event new jobs are created or vacancies occur within the
638 bargaining unit, the Company will post such new jobs or vacancies for
639 a period of three (3) working days, in order to allow bargaining unit
640 employees to apply. Each posting will list the qualifications and the
641 number needed. Immediately upon making the initial award, the name
642 of the employee awarded the job will be posted and given to the

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Union. Employees will be notified by a posted notice, if a bid is cancelled.

Employees interested in these vacancies, may sign the posted bid sheets. Only employees who meet the qualifications will be eligible to bid. Skills and abilities being satisfactory, the most senior employee bidding will be awarded the bid. If no one bids, the Company, may at its discretion, fill the vacancy with a new hire or least senior production technician. The fact that an employee is considered a "backup" for a particular position, will not automatically qualify that person for the position if it's posted for bid. An employee who is on medical leave of absence is not eligible to bid on a posting.

A successful bidder will be placed in the new classification within two weeks after having been awarded the bid. Employees bidding on a higher paying position will not be paid the higher rate until they qualify for and accept the new position and then they will be paid back to the date they were awarded the bid.

Employees may not bid for a job posting any more frequently than every five months. Employees can bid from a temporary posting to a full-time posting but, in no case will any employee be allowed to bid from one temporary bid to another temporary bid.

Once placed in the new classification, the employee will have ten days to demonstrate the ability to perform satisfactorily. This can be extended or waived by mutual agreement. If the employee wishes to waive the ten days such employee will be required to fill out the waiver form. In case the employee is not retained in the job by the Company, or the employee voluntarily elects to give up their rights to the job, providing it is within the first ten days, the employee will be returned to his former classification and shift, seniority permitting. It is understood that no employee is allowed to give up their rights to any job bid more than 4 times per calendar year. As an exception, where a bid is accepted within the classification, but involves a shift change, the employee can only elect to give up their bid providing it is within the first five (5) days.

Once four (4) employees have been given opportunities to qualify for any one vacancy, the job will be re-posted.

The rate of pay for an employee transferring under this section will be at the same step of progression for the new classification as he is being paid for the classification he is transferring from.

The Union will be given copies of all bids and applicants and bid

689 awards. The company agrees to post any positions that new hires are
690 placed in, so seniority employees can apply. These jobs will be posted
691 one week after hire.
692

693 **12.02 New Jobs**

694 If the Company elects to create a new classification it will inform the
695 bargaining committee in writing setting forth the classification and the
696 rate of pay.
697

698 The union shall have five working days to dispute the rate of pay
699 assigned to the classification.
700

701 If at the expiration of the five working days no formal dispute has been
702 filed, the rate established shall be permanent.
703

704 If the rate initially established is changed as a result of the Union filing
705 a dispute, the new rate agreed upon shall be applied retroactively to
706 the date it was initially established.
707

708 The newly created classification shall be posted for bid no later than
709 thirty calendar days after the date the Union was given its written
710 notification.
711

712 **12.03 Temporary Assignments**

713 It is understood and agreed between the parties that employees may
714 be temporarily assigned to classifications other than their own due to
715 the varying of customer schedules and needs, as well as absenteeism,
716 vacations, leaves of absences or the like. When such temporary
717 assignments are made, the employee involved will be paid the rate of
718 pay for his own position or the position to which he is being
719 temporarily assigned, whichever is higher, for the length of the
720 temporary assignment.
721

722 The Company agrees to annually canvass employees to determine
723 which employees are interested in temporary assignments, and when
724 possible, make temporary assignment opportunities available to them.
725 The company will train two (2) people per year, by shift, by seniority. If
726 requested, the Company will supply the Union a copy of the list of who
727 is trained and for what position.
728

729 In case of temporary assignments of more than one week, the
730 assignment will first be offered to the senior qualified employees in
731 the classification from which the transfer is being made. If no one
732 volunteers to cover the Saturday overtime from the other shift(s) the
733 employee in the temporary assignment will be required to fill the
734 vacancy.

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It is also understood that no one temporary assignment will last longer than thirty calendar days without the mutual consent of the parties. The Company will create a Temporary Assignment Board, stating the starting and ending dates of current temporary assignments in the plant. It will be the Supervisors' responsibility to monitor the board. The board will be located at a mutually agreed upon location.

The parties agree that this section will not be used to circumvent the Job Posting procedure.

The Company will continue the practice of posting positions on a temporary basis for those jobs vacated by employees who are going off for a known period of thirty (30) days or more.

12.04 Transfers Outside of Bargaining Unit

Prior to the effective date of this agreement, employees who have been appointed or selected for a supervisory position, or for any position not subject to the provisions of this agreement, will not be covered by the provisions of this agreement.

However, if any employee on a seniority list, covered by this agreement, is temporarily transferred or appointed to a non-supervisory position outside of the bargaining unit by the Company, and then is transferred back to a position which is covered by this agreement, the employee will return only with the seniority earned while in the bargaining unit. The returning employee has no rights to their previous job or shift. For every employee temporarily transferred out of the bargaining unit, the Company agrees to recall or hire an employee for an equal period of time as the transferring employee.

12.05 Temporary Shift Trades

The Company will allow employees to apply for voluntary shift trades within their own classification. If approved, employees become the lowest seniority on the shift, within the classification they have switched to. No shift trade will be unreasonably denied. The length of the temporary shift trade may vary depending on the individual circumstances.

781 **ARTICLE XIII**

782 **Holidays**

783
784 The following shall be recognized as paid holidays:

785

786 New Year's Day	Labour Day
787 Good Friday	Thanksgiving
788 Easter Monday	Christmas Day
789 Victoria Day	Boxing Day
790 Civic Day	Birthday
791 Canada Day	

792
793 In addition to the above, there will be four floating holidays.

794
795 Employee's birthday will be treated the same as all other holidays.

796
797 The exceptions will be as follows:

798 The employee may elect to work his birthday and thus providing him
799 with an additional eight hours pay. An employee may take a day off
800 during the month in which his birthday falls, in lieu of their actual
801 birthday, as long as the day off is agreed to in advance by the
802 Supervisor.

803
804 Birthdays can be taken off on Saturday when it falls on a Saturday.

805 The pay received will be at the employee's straight time rate.

806
807 Employees, unless they present a reasonable excuse, must work the
808 scheduled work days immediately before and after the holiday to be
809 eligible for the holiday pay.

810
811 Employees on an approved leave of absence or layoff will be paid the
812 holiday pay if the leave or layoff commenced the week prior to the
813 holiday.

814
815 An employee scheduled to work on any of the above holidays and fails
816 to do so will not receive the holiday pay.

817
818 When a paid holiday falls during an employee's approved vacation the
819 employee will receive the holiday pay.

820
821 None of the above is intended to deny paid holidays that are due
822 employees in accordance with Provincial Law.

823
824 Non-Statutory and Statutory holidays not to exceed 15 per calendar
825 year.

826

ARTICLE XIV

Hours of Work

14.01 Work Day/Work Week

Generally speaking, employees involved in a three shift operation will work an eight hour shift five days a week (A); employees involved in a two shift operation will work an eight and one half hour shift five days a week (B).

Employees working an eight hour shift will be allowed a twenty minute paid lunch. Employees working an eight and one half hour shift will be allowed a thirty minute unpaid lunch. Maintenance and certain other classifications will continue to work on a rotating shift basis.

The Union and the employees involved will be given as much advanced notice as possible whenever any changes to the above occur.

(A)	11:00 p.m.	to	7:00 a.m.	Midnight	Shift 1
(A)	7:00 a.m.	to	3:00 p.m.	Day	Shift 2
(A)	3:00 p.m.	to	11:00 p.m.	Afternoon	Shift 3
(B)	10:30 p.m.	to	7:00 a.m.	Midnight	Shift 1
(B)	6:30 a.m.	to	3:00 p.m.	Day	Shift 2
(B)	3:00 p.m.	to	11:30 p.m.	Afternoon	Shift 3

14.02 Shift Premium

Afternoon Shift - \$.70 per hour

Midnight shift - \$.75 per hour

14.03 Rest Periods

Each employee will be entitled to two ten minute breaks; one prior to lunch and one after lunch.

An additional ten minute break will be allowed for each additional two and one half hours worked.

ARTICLE XV

Overtime

15.01 Overtime Assignments

The Company will maintain a Rotating Monthly Sign-Up List for Weekday overtime assignments. Every month a new Sign-Up List will be posted. Such lists will be posted for three days.

When Weekday overtime has to be worked, employees in the classification on the shift who have signed the Rotating Monthly Sign-up List will be offered the overtime in accordance with their Seniority on the list. In offering overtime, Supervisors will rotate overtime opportunities in accordance with the list. In cases where all employees on the list decline the overtime, the most junior employee in the classification on the shift will be required to perform the work. Where there are students in that classification on the shift, the students will be the one(s) required to work the overtime before anyone else. When decreasing the number of employees on an overtime shift, in a particular classification, it will be offered by seniority to those employees who were scheduled. Overtime in the forklift class will be offered to the forklift drivers.

Separate Seniority Lists for overtime assignments will be maintained on a Yearly Rotating basis; one for Saturday and one for Sunday/Holiday.

Overtime work that is created as a result of an absent employee will be assigned in accordance with the above paragraph if the absence is known about before the start of the last two hours of the shift, otherwise the junior qualified employee(s) will be assigned to work. Such employee(s) will be allowed to secure a qualified volunteer to work in his place. Forms will be provided for handling this provision in an orderly fashion.

As a remedy for employees who are accidentally bypassed for an overtime assignment, the employees bypassed will be offered the next overtime opportunity for the same time period and increment that they signed up for (unless the employee is in agreement to splitting up the hours or changing the time period). It is understood that the employee must point out this error to the appropriate Supervisor within three (3) days of the error. If the Company fails to provide the employee the next opportunity within the next ten (10) working days for weekday overtime and thirty (30) working days for weekend overtime, the employee will be paid the lost overtime hours. Make up opportunities will be offered outside of the rotating overtime

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list.

The Company will offer qualified employees by seniority “outside of the classification” overtime assignments before forcing the junior qualified employees in the class.

When a volunteer sheet is posted for overtime and employees sign up from different shifts and classifications, the overtime will be filled as follows:

- a) 8 hour requirements first
- b) 4/4 hour split shift
- c) 8 hours off shift

- The first to be used are employees on shift, in the class
- Next are qualified out of class, on shift
- Next are in class, off shift
- Next are qualified out of class, off shift

Out of class overtime is not rotated; it is awarded to the highest seniority employee qualified. When a person is training in a new classification, during that training period they have no rights to overtime in the new class, they continue to fall under the out of class rules. If they are qualified for the new bid prior to the end of the training period they can sign a waiver form and if approved they will be placed on the overtime list in their new classification.

Notices of scheduled foreseen weekday overtime must be given at least one (1) day before on the shift it's to be worked.

The work notice for foreseen weekend overtime work must be given by 2:30 p.m. on the Thursday prior to the weekend. When possible, the Company will let the employees know on Wednesday.

The work notice for any unforeseen overtime will be given as soon as the Company becomes aware of the need to work overtime.

For any scheduled overtime, employees will be allowed to secure a qualified volunteer to work in his place by using the replacement form.

15.02 Overtime Pay

All employees will be required to work overtime as required by the Company. No employee will be required to work in excess of 48 hours, with the exception of the maintenance department as prescribed in the Employment Standards Act.

Hours worked beyond eight (8) in a work day or forty (40) in a work week will be paid at time and one half the employee's regular straight time hourly rate.

965 Hours worked on Saturday will be paid at time and one half the
966 employee's straight time hourly rate. This will not apply for hours
967 worked on a Saturday during a shift that began on the preceding
968 Friday.
969

970 Hours worked on a Sunday, unless they are the regular starting or
971 ending of an employee's shift will be paid at double the employee's
972 regular straight time hourly rate.
973

974 Hours worked on a paid holiday, unless they are the start or the end of
975 a shift before or after the holiday, will be paid at double the
976 employee's straight time hourly rate plus the holiday pay.
977

978 The allowance for overtime and overtime premium on any hour
979 excludes that hour from any consideration for overtime premium pay
980 on any other basis, thus eliminating any duplication of premium pay.
981
982

983 **ARTICLE XVI**

984 **Reporting & Call In Pay**

985 **16.01 Reporting in Pay**

986 An employee reporting for work without having been advised that
987 there is no work shall receive a minimum of four hours pay at the
988 applicable hourly rate, unless it is due to circumstances beyond the
989 Company's control. The Union Committee will be notified at the
990 earliest opportunity of such circumstances.
991
992

993 **16.02 Call in Pay**

994 An employee who is called in to work (not in connection with their
995 regular shift) for less than four hours shall receive a minimum of four
996 hours at the applicable hourly rate. Employees who wish never to be
997 called in may leave a written note with the Company indicating so.
998
999

1000 **ARTICLE XVII**

1001 **Vacation**

1002 **Years of Seniority**

1003 **As of January 1**

1004 **Days off with Pay**

1005
1006 Less than five

1007 Ten days off with pay at the applicable hourly
1008 rate on January 1 or 4% of previous years
1009 earnings, whichever is greater.
1010

1011	Less than ten	Fifteen days off with pay at the applicable
1012		hourly rate on January 1 or 6% of previous
1013		years earnings, whichever is greater.
1014		
1015	Less than fifteen	Twenty days off with pay at the applicable
1016		hourly rate on January 1 or 8% of previous
1017		years earnings, whichever is greater.
1018		
1019	Less than twenty	Twenty-five days off with pay at the applicable
1020		hourly rate on January 1 or 10% of previous
1021		years earnings, whichever is greater.
1022		
1023	Twenty or more	Twenty-five days off with pay at the applicable
1024		hourly rate on January 1 or 12% of previous
1025		years earnings, whichever is greater.
1026		

1027 The above entitlements are based on the employee's seniority in each
1028 vacation year when he takes his vacation. Employees will be paid their
1029 corresponding vacation entitlement as they actually take their
1030 vacation. Each year on the Tuesday, 15 days prior to the pre-Christmas
1031 holiday pay period, any employee who has not informed the Company
1032 of their intention of taking vacation will be paid in lieu of the time off.
1033 This pay will be received the third Friday in December.

1034
1035 The vacation year will run from January 1st through December 31st.

1036
1037 Vacation time off cannot be carried over.

1038
1039 Vacation pay will be calculated on vacationable earnings, which
1040 excludes any vacation monies paid.

1041
1042 Generally speaking, vacation will be taken in one week increments;
1043 employees will be granted seven (7) days in a row as one week's
1044 vacation.

1045
1046 Vacation requests will be honoured on a seniority basis by shift, during
1047 the first 2 weeks of October for the upcoming year.

1048
1049 During the first week that vacation requests are accepted, such
1050 requests will be for one week increments (weeks in which a holiday
1051 falls shall be considered a full week even though less than five days of
1052 vacation are being used). One week increments will coincide with the
1053 pay periods, which is Monday through Sunday.

1054
1055 During the second week that vacation requests are accepted, vacation
1056 allowed may be taken in full week or single day increments.

1057 Thereafter, vacation requests will be honoured on a first come, first
1058 serve basis.

1059
1060 Employees will be able to book vacation in four (4) hour increments
1061 up to a maximum of 16 hours per calendar year. These vacation
1062 requests will be honoured on a first come, first serve basis. Normal
1063 notice (a minimum of 24 hours of advanced notice) will be required.
1064 These requests will be accepted as of January 1st of each calendar
1065 year.

1066
1067 The Company reserves the right to limit the number of vacations if the
1068 number in any one period of time would prove disruptive to the
1069 operation. The Company will not use this prerogative in an
1070 unreasonable manner.

1071
1072 The Company will maintain current practices, with the latitude to
1073 increase the number of employees on vacation through the use of
1074 students.

1075
1076 For the day shift, students will only be assigned to work this shift as
1077 follows:

1078
1079 May (last two (2) weeks),
1080 June,
1081 July,
1082 August,
1083 September (until Labour Day)

1084
1085 Nor will the Company cancel anyone's vacation once it has been
1086 approved.

1087
1088 The Company expects it will shutdown during the year due to
1089 customer schedules. When this occurs, employees might be required
1090 to use their vacation during the shutdown. Employees affected will be
1091 given as much advanced notice as possible. It is agreed the Company
1092 will allow employees the option of finding a qualified replacement to
1093 work their scheduled saved week during the shutdown period.

1094
1095 Employees being placed on indefinite layoff will be allowed to take
1096 their unused vacation immediately following the layoff; but, will not be
1097 eligible for benefits or holiday pay that they would not be otherwise
1098 eligible for. Employees wishing to exercise this option must notify the
1099 Employee Relations Department in writing prior to being laid off.

1100
1101 None of the above is intended to deny any vacation that is due
1102 employees in accordance with Provincial Law.

1103 An employee who quits, retires or is terminated will receive monies for
1104 all unused earned vacation days at the applicable rate plus 4% of their
1105 current vacation earnings from January 1st.
1106
1107

1108 **ARTICLE XVIII**

1109 **Insurance**

1110 **See your Group Benefit Plan booklet for full coverage details.**

1111 **18.01 Hospitalization Insurance**

1112 All current employees will be immediately covered by the Medical Plan
1113 (including prescription drugs and vision care) in effect immediately
1114 prior to the effective date of this agreement.
1115

1116 Effective June 3, 1996, employees' children up to 25 years of age will
1117 be considered eligible dependents provided they are unmarried
1118 fulltime students and dependent upon their parents for support.
1119

1120
1121 **PRESCRIPTION DRUG COVERAGE:** Effective January 1, 2009 there
1122 will be a dispensing fee cap of \$10.00 per prescription and
1123 prescription drug co-pay of 10% per prescription with out of pocket
1124 maximums as follows:

1125 1st Year - \$250/year

1126 2nd Year - \$270/year

1127 3rd Year - \$290/year
1128

1129 Effective June 2, 2008, Vision Care will be \$325, where Bi/Tri-focals are
1130 prescribed the allowable limit will be \$375 with a maximum of \$75.00
1131 every 24 months towards eye exams.
1132

1133 A onetime opportunity will be given to employees to apply their
1134 unused eyeglass allowance towards laser eye surgery.
1135

1136 Effective June 1, 2005, the Massage Therapy benefit will increase to
1137 \$30.00 per visit with a \$300 maximum per year.
1138

1139 Effective June 1, 2005, the Chiropractor Coverage will increase to
1140 \$30.00 per visit with an annual maximum of \$300.
1141

1142 Effective June 2, 2009 the combined benefit of Massage Therapy
1143 and Chiropractor coverage will be \$30.00 per visit with an annual
1144 maximum per year of \$600.
1145

1146 Employees on layoff will be covered until the end of the month
1147 following the month during which they were layed off. Employees on
1148 weekly indemnity will be covered for the entire period for which they

1149 are eligible for weekly indemnity. Employees on WSIB will be covered
1150 for up to one year.

1151
1152 New employees will become eligible upon attaining seniority.
1153

1154 **18.02 Dental Insurance**

1155 All current employees will be immediately covered by the Dental Plan
1156 in effect immediately prior to the effective date of this agreement,
1157 including the one year lag in the ODA.
1158

1159 Effective June 2, 2008, routine exams will be covered every 9
1160 months.

1161
1162 Effective June 1, 2001, orthodontic coverage will be increased \$150.00
1163 from \$1,650 to \$1,800 for dependent children.
1164

1165 Effective June 3, 1996, employees' children up to 25 years of age will
1166 be considered eligible dependents provided they are unmarried
1167 fulltime students and dependent upon their parents for support.
1168

1169 New employees will become eligible for dental the first of the month
1170 following one year of service.

1171 Employees must be on active status to be covered.
1172

1173 **18.03 Life and AD&D**

1174 All current employees will be immediately covered by the Life and
1175 AD&D plans in effect immediately prior to the effective date of this
1176 agreement.
1177

1178 Effective January 1, 2006, Life will be increased to \$50,000; \$25,000 for
1179 employees hired on or after the effective date of this Agreement and
1180 until they have 5 years of service (reduces to \$20,000 at age 65).
1181

1182 Accidental Death will be double the life amount.
1183

1184 New employees will become eligible upon attaining seniority.
1185

1186 Employees must be on active status to be covered unless entitled to
1187 coverage under Provincial Law. Active status increased to an
1188 additional six calendar months following the date the employee
1189 became inactive due to a leave of absence or a layoff.
1190

1191 **18.04 Weekly Indemnity**

1192 All current employees will be immediately eligible for coverage under
1193 the plan in effect at the seating plant immediately prior to the date of
1194 this Agreement.

1195 Benefits will continue to be for a maximum of **45** weeks for current
1196 employees; 26 weeks for employees hired on or after the effective
1197 date of this Agreement until they attained 3 years of service.
1198

1199 Employees must be on active status to be covered. New hires will
1200 become eligible the first of the month following the attainment of
1201 seniority.
1202

1203 **18.05 Audio**

1204 Employees who by their doctor's prescription require hearing aids, will
1205 be reimbursed the cost at a rate of **\$1,250** every three (3) years.
1206

1207 **18.06 Coordination of Benefits**

1208 The Union agrees that in coordinating benefits between its employees
1209 and their spouses who have benefits with other employers, the
1210 Company will have its employees complete the appropriate
1211 questionnaires and that the prevalent practice will be that the
1212 spouse's employer will be the primary provider. It is also agreed that
1213 when both employees work for JCLP, Tillsonburg, they will be allowed
1214 to co-ordinate their benefits.
1215
1216

1217 **ARTICLE XIX**

1218 Pension
1219

1220 Employees will be covered by the Pension Plan in effect immediately
1221 prior to the effective date of this agreement. See your Pension Plan
1222 booklet for full coverage details.
1223

1224 Effective **June 2, 2008** the monthly benefit level will be **\$39.00** for all
1225 employees retiring under the pension plan on or after **June 2, 2008**.
1226

1227 Effective **June 2, 2009** the monthly benefit level will be **\$40.00** for all
1228 employees retiring under the pension plan on or after **June 2, 2009**.
1229

1230 Effective **June 2, 2010** the monthly benefit level will be **\$41.00** for all
1231 employees retiring under the pension plan on or after **June 2, 2010**.
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1233 Pension benefit level for Skilled Trades (maintenance) see ARTICLE
1234 XXIX, Section 12.
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1241 Early Retirement Option:

1242 A onetime opportunity will be given to eligible employees who
1243 retire by no later than December 31, 2008 as follows:

- 1244
- 1245 • Age 55 with a lump sum of \$1,000 per year of service with a
1246 cap of \$20,000 (less statutory deductions).
- 1247

1248 In order to be eligible for this option you must apply (form to be
1249 provided by the Company) between September 1, 2008 and
1250 September 30, 2008.

1251 Same Sex Benefits: (in a conjugal relationship for at least 12 months).

1252 As soon as the various Federal and Provincial regulatory agencies,
1253 including Revenue Canada, dictate and allow for same sex
1254 relationships, the Company will amend the appropriate plans. In so far
1255 as survivor status for pension purposes, in the event of the death of an
1256 employee, the Company will fund the survivor's entitlement outside
1257 the pension plan until such time the plan is amended.

1260 Disability pension will be the lesser of:

1261 (a) two times the monthly benefit level in effect at the time of the
1262 disability for each year of credited service, or

1263 (b) the monthly benefit level in effect at the time of disability for
1264 each year of credited service, calculated as if the member's
1265 continuous service continues to normal retirement. The seniority
1266 provision for disability pension will be reduced from 15 years to 10
1267 years.

1268 Effective October 1, 1993, employees will be able to retire at age 62
1269 with an unreduced benefit. This is not intended to have any changed
1270 effect on people retiring younger than age 62.

1271 Retiree Drug Coverage:

1272 The Company will provide a one time opportunity whereby employees
1273 who are at least 62 but less than 65 years old and who retire between
1274 July 1, 2008 and April 30, 2011 will retain their drug coverage until they
1275 turn age 65.

1276 Section 2.26 of the pension document will be amended to define a
1277 spouse to be a person of the opposite gender who has been living in a
1278 conjugal relationship with a member continuously for one (1) year.

1281 No amendments to the plan will be made unilaterally that will affect
1282
1283
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1286

1287 employees' benefits or entitlements under the plan.

1288

1289 Effective January 1, 2010, the two (2) year waiting period will be
1290 reduced to one (1) year for all eligible employees and will be
1291 retroactive.

1292

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1294

ARTICLE XX

1295

Bereavement

1296

1297 Seniority employees will be granted five regularly scheduled workdays
1298 off with pay (excluding weekends) for the purpose of making
1299 arrangements and attending the funeral in the event of the death of
1300 any of the following: Child, Current Spouse, Parent.

1301

1302 Effective June 3, 2002 child shall be interpreted to mean stepchild and
1303 spouse shall be interpreted to mean a partner of the same sex with
1304 which the employee has been in a conjugal relationship for at least 12
1305 months.

1306

1307 The five days must be taken off immediately following the date of
1308 death unless unusual circumstances prevail.

1309

1310 Seniority employees will be granted three regularly scheduled work
1311 days off with pay (excluding weekends) for the purpose of making
1312 arrangements and attending the funeral in the event of the death of
1313 any of the following:

1314 Mother/Father-in-law, Step Parent/Child, Brother/Sister, Half-
1315 Brother/Sister, Grandparent/Grandchild.

1316 The three days must be taken off immediately following the date of
1317 death unless unusual circumstances prevail.

1318

1319 Further, seniority employees will be granted one regularly scheduled
1320 work day off with pay for the purpose of attending the funeral of any
1321 of the following relatives:

1322 Son/Daughter-in-law, Brother/Sister-in-law, Spouse's Grandparent.

1323

1324 An employee who is off on vacation or holidays when a death of a
1325 relative, as spelled out in this Article, occurs, will be allowed up to five
1326 days as a bereavement leave following the vacation or holidays.

1327

1328 An exception to the requirements of this section will be in cases where
1329 the funeral for a relative as spelled out above is held outside Ontario.
1330 In such cases the requirement that the funeral or memorial service be
1331 attended will be waived.

1332

1333 Also, if the situation warrants, paid time off under this section may
1334 be supplemented with additional unpaid time off the total number
1335 of days of which shall be at the discretion of the Company.
1336

1337
1338 **ARTICLE XXI**
1339 **Jury/Crown Witness Duty**
1340

1341 An employee who is selected for service as a juror (including coroner's
1342 jury) will be compensated for loss of pay due to such jury service. Such
1343 compensation will be based on his regular scheduled hours at his
1344 normal hourly rate, less the fee received for his services as juror.
1345

1346 This will also apply to employees serving as a Crown Witnesses and
1347 jury selection.
1348
1349

1350 **ARTICLE XXII**
1351 **Work by Supervisors**
1352

1353 Salaried employees will not perform work normally performed by the
1354 bargaining unit, except for the following reasons:
1355

- 1356 Emergency situations
- 1357 Training or Instruction
- 1358 Experimental or trials
- 1359

1360 **ARTICLE XXIII**
1361 **Health and Safety**
1362

1363 **23.01**

1364 The Company will make adequate provision for the health and safety
1365 of all employees during the hours of employment. The Company and
1366 employees shall comply with all applicable Federal and Provincial
1367 Health and Safety legislation and regulations. The parties agree to set
1368 up a Joint Health and Safety Committee comprised of up to seven
1369 members from the Company and up to seven members from the
1370 Union. It is the intention that this committee will meet at least
1371 monthly to review their findings and make recommendations to
1372 management on the elimination of health and safety hazards.
1373

1374 The Company will provide Health and Safety training for members of
1375 the Joint Committee on an annual basis. The entire Committee will be
1376 required to attend such training. Training may include such topics as,
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Due Diligence, M.I.P.P., Ergonomics, WHMIS, Accident Investigation, Level I, Level II - Law, Level II - Committees.

Specific responsibilities of the Committee's CO-Chairpersons or their designates shall include:

- Monthly plant safety tours.
- Investigation of serious accidents.
- Accompanying Government Health and Safety Inspectors, National Union Health and Safety and other Health and Safety Professionals on plant inspection tours.
- Training of all employees in applicable Health and Safety Programs.
- Review and selection of mandatory personal protective equipment.

The Company will continue to provide employees with personal protective equipment and will continue to offset the cost of safety shoes.

The Company will replace personal protective equipment that becomes damaged or worn as a result of normal daily use. The National Union Health and Safety Representative shall have access to the workplace upon request. The Company will continue its practise of allowing the hourly co-chair of the Joint Health & Safety Committee time off with pay to attend to in plant Health and Safety matters.

The Company will make available to the Joint Health & Safety Committee an office with a telephone, filing cabinet, desk, and computer.

The Company agrees to provide certification training for up to three (3) hourly members of the Joint Health & Safety Committee during the life of this agreement.

The Company agrees to pay for wages for Propane Training for appropriate employees.

The Company agrees to pay for wages, mileage and room for one week of training at Port Elgin for the Bargaining Unit Members of the Plant's Joint Health & Safety Committee.

The Company agrees to pay for the wages and cost for the training for one Bargaining Unit member of the Plant's Joint Health & Safety Committee to receive the Advanced Certification Training (up to 60 hours) by the Worker's Health & Safety Centre.

1424 Monitoring

- 1425 (a) The Company shall provide and maintain workplace monitoring
1426 equipment including noise level meters, airborne contaminant
1427 measuring devices, light meters, air velocity meter and suitable
1428 thermometers for detecting and recording potential and actual
1429 hazards.
- 1430
- 1431 (b) The Company shall ensure that all members of the Committee are
1432 trained in the use of such equipment and that it is available for use
1433 by any Committee member at any time.
- 1434
- 1435 (c) The Company shall promptly supply the results of any monitoring
1436 it conducts or contracts to conduct and the results of any
1437 monitoring by any government agency to the Committee and shall
1438 post the results on the Health and Safety Boards.
- 1439
- 1440 (d) The Company will post all chemical trials in the main hallway, at
1441 the effected line(s) and in the maintenance department. They will
1442 provide the appropriate MSDS to the hourly co-chair of the JHSC
1443 prior to the trial.
- 1444

1445 Right to Accompany Inspectors

- 1446 (a) The union co-chairperson or alternate shall be allowed to
1447 accompany government inspectors (health and safety) on an
1448 inspection tour and to speak with the inspector out of ear shot of any
1449 other person.
- 1450
- 1451 (b) The Company shall give a copy of the reports or any other written
1452 documents received from the inspector to the union co-chairperson.
- 1453
- 1454 (c) The Company shall give a copy of any replies to such reports or
1455 documents to the union co-chairperson.
- 1456

1457 Ventilation

- 1458 (a) The Company shall ensure that adequate local exhaust ventilation
1459 systems are installed and maintained on all sources of hazardous
1460 airborne contaminants.
- 1461
- 1462 (b) The Company shall ensure that adequate general ventilation
1463 systems are installed and maintained.
- 1464

1465 Noise Abatement

- 1466 (a) The Company shall ensure that the Committee is adequately
1467 trained to conduct noise measurements throughout the workplace
1468 and identify areas and equipment by amount of noise found or
1469 produced.

1470 (b) There will be an independent consultant hired on an annual basis
1471 to conduct a noise survey. The co-chairs will select three (3) areas of
1472 concern.

1473
1474 (c) The Company shall ensure that annual audiometric tests are made
1475 available for all employees who are exposed to noise in excess of 80
1476 dbA. The results of the audiometric examinations will be given to each
1477 employee and discussed in detail with each employee. Results shall be
1478 supplied to the Joint Health and Safety Committee upon request.

1479 1480 Vibration

1481 The Committee shall recommend solutions to vibration hazards, which
1482 may include the purchase of new equipment or dampening of
1483 equipment causing vibration.

1484 1485 Ergonomics

1486 The Company will bring in an outside expert in the field of ergonomics.
1487 The Joint Health and Safety Committee will be allowed to participate
1488 in the evaluation and recommendations. The ergonomics specialist will
1489 attend the joint health and safety committee meetings at least two (2)
1490 times per year for the purpose of discussing any present, past or
1491 outstanding issues.

1492 1493 Lockout Program

1494 (a) Both parties recognize the need for a lockout procedure.

1495
1496 (b) The training program shall be the six-hour course offered by the
1497 Workers Health and Safety Centre for new employees as stated below
1498 in (c).

1499
1500 (c) Employees who may be at risk because they are required to set up
1501 or to repair or maintain machinery, equipment or systems where lock-
1502 out is required, shall receive lockout training.

1503
1504 (d) The Company shall provide employees with sufficient numbers of
1505 personal locks to ensure that all equipment is locked out before being
1506 repaired, maintained or set up.

1507
1508 (e) No supervisor or employee shall remove another person's lock,
1509 unless authorized by the person in charge of the shift and the lock
1510 removal procedure has been completed.

1511 1512 Confined Space Entry

1513 The Company will allow the Joint Health and Safety Committee to
1514 assist in the development and implementation of a Confined Space
1515 Entry policy, which will include training for all appropriate personnel.

1516 The Company will allow the Joint Health and Safety Committee to
1517 participate in a plant-wide evaluation of manual lifting requirements.
1518

1519 The Company will offer in-house Pulmonary function tests to each
1520 employee every six (6) months. If the Company fails in its obligation,
1521 employees have the right to visit a doctor of their choice and have the
1522 Doctor bill the Company.
1523

1524 The Company will give refresher lift truck training on an annual basis.
1525

1526 **Emergency Evacuation**

1527 The Company will hold annual emergency evacuation training and
1528 drills on all shifts.
1529

1530 **Working Alone**

1531 The Company agrees not to assign employees to work alone.
1532 Employees who find themselves in a situation where they are
1533 unexpectedly working alone should immediately notify their
1534 supervisor, the supervisor in charge or the Personnel Department. In
1535 such cases we will assign that employee to other work or they may
1536 elect to go home without pay.
1537

1538 **Accident Investigation**

1539 Every injury or near miss which involves or would have involved a
1540 worker going to a doctor or hospital must be investigated.
1541

1542 The union co-chair or the health and safety rep shall be made available
1543 in a timely manner to investigate the accident or incident along with
1544 the supervisor or manager of the area.
1545

1546 **23.02 Injury on the Job**

1547 Employees who are injured at work and who are unable to continue at
1548 their job or who are sent home by the Company because of
1549 illness/injury shall be paid their regular earnings for the balance of the
1550 shift on which the injury or illness occurs. If the injured employee
1551 requires transportation but is unable to transport himself, the
1552 Company will provide the transportation at no cost to the employee.
1553

1554 **23.03 Incapacitated Employees**

1555 In the event an employee becomes physically handicapped and is
1556 unable to continue their job, exception may be made in favour of such
1557 employee on the following basis; if a job vacancy occurs, which an
1558 incapacitated employee can perform, they will be placed on such job
1559 without the necessity of a job posting.
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A Doctor's certificate of disability by the employee's own Doctor must be submitted. An employee placed on a job because of a disability will have the disability reviewed at least quarterly. 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. Any employee who is laid off out of the lines of seniority because the Company cannot accommodate the injury will be recalled to work by seniority if a vacancy occurs that the employee is capable of doing.

In the event an employee has been deemed permanently disabled, and the Company agrees with the diagnosis, the employee may submit in writing their request to receive severance pay (on forms provided by the Company). By doing so the employee agrees to release Johnson Controls of all claims arising under or in connection with the Employment Standards Act, and the Human Rights Code, or claims for mental or physical disability or sickness or for insurance benefits. The employee fully understands that they will be deemed to have severed their employment and accordingly will lose all seniority rights under the collective agreement. Payment will be made in accordance with the Employment Standards Act.

ARTICLE XXIV
Administration of Discipline

A Union representative will be present during all warnings regarding disciplinary actions. Furthermore, a Union representative will be present during all non-disciplinary formal counselling sessions concerning an employee's absenteeism.

When an employee is called to an interview by a member of supervision and the subject of the interview is discipline, the employee will be so informed before the interview and will be advised to have his Committee person present. In these cases, the employee will be allowed to choose their Committee person from the Committee persons working on their shift. In these cases the Company cannot guarantee the timeliness of the chosen Committee persons availability. The interview will not proceed until the Committee person is present. In the presence of the Committee person, however, the employee may indicate he does not want the Committee person involved in the interview. No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months. Discipline is defined as a written warning to an employee. A copy must

1608 be given to the Committee person.
1609

1610 When, in the opinion of the Company, disciplinary action is in order, it
1611 will be administered in a timely fashion (usually within three work days
1612 after the day of the offence). Before administering disciplinary action,
1613 however, time should be taken to conduct a proper and thorough
1614 investigation. All suspension calculations are based on Monday
1615 through Friday and will include paid holidays as set out in Article XIII in
1616 the calculation.

1617 1618 1619 **ARTICLE XXV**

1620 Absences

1621 1622 **25.01 Reporting Absences**

1623 An employee remaining away from work shall notify the Company on
1624 the first day of absence prior to the start of his shift, unless there is a
1625 justifiable reason for not doing so. In these situations, an employee
1626 shall notify the employer as soon as is reasonably possible. The
1627 employee must obtain a L.A.N. number (late or absent notification) as
1628 proof of his reporting in. Repeated failure to notify the Company on
1629 the first day of absence prior to the start of his shift may result in
1630 appropriate disciplinary action up to and including discharge.
1631

1632 **25.02 Leaves of Absence**

1633 Upon application and one week's notice, except in cases of
1634 emergency, leaves of absence without pay may be granted by the
1635 Company when supported by cause. The Company shall determine
1636 the need for and the length of leaves of absence based upon the
1637 circumstances surrounding the employee's situation and the prevailing
1638 conditions of the Company. The employee, upon expiration of such
1639 leave of absence, shall return to his job classification in accordance
1640 with his seniority. In case of leaves due to emergency medical reasons,
1641 the (1) week notice period will be waived. All medical leaves, including
1642 maternity leaves, will be documented on the appropriate Medical
1643 Leave of Absence forms. If the Company requires an employee to have
1644 a physician complete a weekly indemnity form and the employee is
1645 charged a fee for such form, the employee will be reimbursed by the
1646 Company. Medical Leaves of Absence will be four days or more with
1647 the exception of an accident or first day of hospitalization which
1648 qualifies from the first day.
1649

1650 An employee with a non-work related injury, who reports to work on
1651 the day of an injury and is unable to complete their shift, will have this
1652 partial shift qualify towards the waiting period for Weekly Indemnity.
1653 Employees on a Medical Leave of Absence of two weeks or more will

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notify the Company two days prior to their return.

Employees, who have to take their child (18 years old or younger) to a medical specialist, will upon request be allowed a one day unpaid leave of absence for the initial visit. This is providing they give the Company proper verification and at least one week notice. However, the one weeks notice will be waived if a rescheduling of this appointment was unexpectedly moved up.

Employees scheduled for blood work that requires fasting will be allowed to leave without being penalized under the attendance program providing they return to work promptly and they have supporting documentation.

WSIB/Weekly Indemnity

Anytime an employee makes a claim of inability to work due to a condition unrelated to work and it is supported by a physician in the appropriate medical forms, the employee will be paid weekly indemnity. The Company may have the employee examined by one of the panel doctors referred to below. If a dispute exists between the employee's doctor and the panel doctor chosen, a third doctor who will be a specialist in the appropriate area will examine the employee. In such instances, the Company will pay the cost of the third doctor, any time lost from work as a result of the appointment with the third doctor, and mileage at a rate of \$.30 per kilometre if the employee has to travel more than 20 kilometres to make the appointment. All parties will abide by the third doctor's findings.

As a means of maintaining a fair and unbiased procedure, the parties will establish a mutually agreed upon panel of Doctors who will be used in the above circumstances on a rotating basis. Once established, either party may request a review of all or any of the doctors on the panel and by mutual agreement may replace any or all of them.

In cases of claims of work related disabilities, the Company may have the employee examined by one of the panel doctors. In situations where the doctors involved agree that the employee is in fact unable to work but not conclusive as to whether it is work related or not, the employee will be paid weekly indemnity in accordance with the current plan. Once WSIB makes a final determination, the appropriate redistribution of money will be made, including the employee repaying the Company's weekly indemnity fund.

In all cases above, the Company will pay the cost of the panel doctor.

1700 Maternity Leave

1701 Female employees going on a maternity leave must submit a doctor's
1702 statement by the third month of her pregnancy, indicating the
1703 expected date of birth.

1704
1705 Pregnant employees may continue working up to the expected date
1706 of birth providing she can satisfactorily perform her duties. This
1707 prenatal period may be extended if in the opinion of the Company
1708 doctor or the employee's doctor, it is necessary.

1709
1710 The employee may remain on maternity leave as long as her doctor
1711 states she is medically unable to work. Upon release from her doctor,
1712 the employee will, upon her request be granted a personal leave of
1713 absence for a period not to exceed one year minus the length of time
1714 she was on Maternity Leave and Parental Leave. Male and female
1715 employees are eligible for Parental Leave as afforded by the
1716 Employment Standards Act.

1717
1718 Military Leave

1719 Any employee covered by the provisions of this agreement who is
1720 required to enter active duty in any of the Allied Armed Forces shall
1721 accumulate seniority and upon completion of the initial enrollment of
1722 service be reinstated to his former or similar position at the prevailing
1723 rate. This provision shall not apply, however, if the said employee
1724 does not make application for re-employment within 2 weeks after his
1725 release from the armed forces.

1726
1727 **25.03 Union Leaves of Absence**

1728 Any employee of the Company elected or appointed to a full-time
1729 position in the Local Union or National Union, CAW, will be granted an
1730 unpaid leave of absence by the Company, for a period not to exceed
1731 request of the Local or National Union. While on such Union leaves
1732 there shall be no break in seniority.

1733
1734 The Company will also honour requests for incidental Union leaves of
1735 absence authorized by the Plant Chairperson or by the Local President.
1736 In so far as possible, the Company will be given five (5) days notice.
1737 The Company will continue to pay the employees while on such leaves
1738 and bill the Local accordingly.

1739
1740 At the Company's sole discretion, it may approve an unpaid leave of
1741 absence to a skilled trade employee to participate in Canadian and
1742 International relief work projects as approved by the CAW National
1743 office.

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ARTICLE XXVI
Sexual Harassment

The Union and the Company recognize that sexual harassment in the workplace is an unlawful employment practice and in violation of the Ontario Human Rights Code, which defines it as:

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

Complaints of alleged harassment by members of the bargaining unit will be handled with all possible confidentiality by the joint committee consisting of the plant president and/or plant chairperson of the Union and the Plant Manager and/or the Human Resource Manager.

ARTICLE XXVII
Substance Abuse

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

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

The Company will provide all normal group insurance benefits while the employee is under a medically prescribed course of treatment.

A committee will be set up consisting of representation from the Company and the Union. Substance abuse representatives will be provided such time as necessary for the administration of the program.

ARTICLE XXVIII

General

28.01 Students

Students will be paid \$4.00 per hour below the top rate for the respective classification they are working in.

28.02 Bulletin Boards

Bulletin boards will be posted in the plant to provide employees with information about the Company, Company's customers, upcoming events, etc.

Also posted will be need to know information such as overtime, vacation, holiday schedules, etc.

In addition to the Company bulletin boards, the Union will be provided one for its use. The board will be used to keep employees informed about the Union. As a matter of courtesy, the Union will advise Personnel in advance of any postings.

28.03 Data to be Supplied by the Company

The Company will supply the Committee with the following information at the end of every month and send a copy to the local Union office:

1. Employees who acquire seniority
2. Employees by rate and classification
3. Employees transferred into or out of the bargaining unit
4. Employees on leaves of absence
5. Employees on S&A and Comp and the date of occurrence
6. Layoffs and recalls
7. Employees who have lost seniority
8. Employees who are discharged
9. Job posting applications and job awards

28.04 Moments of Observance

Employees will be allowed to observe one minute of silence each April 28th at 11:00 a.m. in recognition of National Day of Mourning for those workers who have died as the result of a work place accident.

Employees will be allowed to observe one minute of silence each December 6th at 11:00 a.m. in recognition of Violence Against Women.

Employees will be allowed to observe one minute of silence each November 11th at 11:00 a.m. in recognition of Remembrance Day.

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28.05 New Employee Orientation

The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff. A new employee shall be advised of the name of his Union Representative. Whenever the Union Representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce the new employee to the Union Representative who will provide the employee with a copy of the Collective Agreement. The Union Chairperson will be afforded the opportunity to meet with full-time bargaining unit hires for 15 minutes. The Chairperson's wages will be paid during this orientation by the Company.

28.06 Employee Facilities

The Company will continue to provide lunchroom facilities including hot vending machines or microwave ovens, washrooms, lockers and a first aid facility.

28.07 Union Office

The Company agrees to provide the Union an office with a telephone, computer & printer and office furniture for the exclusive use of the Union Committee.

28.08 Basic Education

The Company will continue its support of the BEST program for plant employees.

28.09 Protective Clothing

The Company will continue its current practice of providing shop coats, gloves, safety glasses, earplugs and coveralls (maintenance). The Company will provide aprons in areas where required once per year. The Company will reimburse up to a total of \$125 for production employees and up to a total of \$210 for maintenance employees annually, to use for the purchase of up to 2 pairs of safety shoes per calendar year. Employees must submit a dated, detailed receipt as proof of purchase. Employees will receive their reimbursement within 2 weeks of submitting the receipt. Employees must be on active status to be eligible to submit for the annual reimbursement.

The Company will keep a supply of coveralls that will be available to employees who are involved in clean up.

The Company will provide for the cleaning of coveralls for Maintenance and Tooling employees.

1884 In addition, upon proof of purchase, the Company will reimburse the
1885 maintenance and tooling employees up to \$50.00 towards the
1886 purchase of winter boots once during the life of the Agreement. It will
1887 be the expectation that the boots will be kept at work.
1888

1889 **28.10 Tooling Allowance**

1890 Effective June 1, 2002 the Company will provide each Maintenance
1891 Journeyperson, Maintenance Apprentice, and Tooling Maintenance
1892 employee a \$375 tooling allowance per year providing the tools are
1893 required to perform work directly related to their job at JCLP's
1894 Tillsonburg plant, and were in fact purchased, and the purchase was
1895 necessary. In addition, within 90 days of the effective date of the
1896 agreement, the Company will purchase each maintenance and
1897 tooling employee an insurance rider covering each toolbox and their
1898 contents up to a maximum of \$4,000. The last day to submit tool
1899 allowance for current year is December 15th. Tools qualifying for the
1900 following year's allowance may start to be purchased on December
1901 16th of the preceding year.
1902

1903 **28.11 Union Leaves of Absence**

1904 Employees will continue to accrue seniority while on Union leave of
1905 absence but credited years of service and vesting will be based on
1906 conformance with the appropriate provisions of the pension plan.
1907

1908 **28.12 Contracting Out**

1909 The Company will notify the Plant Chairperson when production work
1910 is being contracted out.
1911

1912 **28.13 Human Rights Training**

1913 The Company and the Union will put together a mutually agreed upon
1914 two (2) hour Human Rights training program for all Tillsonburg
1915 employees. Employees will take such training within two (2) years of
1916 ratification.
1917

1918 **28.14 Union Sponsorship**

1919 Union Education

1920 The Company will allocate \$10,000 each year of the contract for the
1921 purpose of training elected Union officers. The National Union will
1922 oversee the spending of this fund, which will be spent on employees
1923 of the Tillsonburg plant. If at the end of any given year the entire
1924 \$10,000 has not been used, the balance will be carried over into the
1925 next year. Any money not used by the expiration of the contract will
1926 be converted into an employee fund. The plant committee will be in
1927 charge of this fund.
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Social Justice Fund

Effective January 2006 the Company will allocate \$4,000.00 each year of the contract to the CAW Social Justice Fund.

ARTICLE XXIX
Skilled Trades: Maintenance

Section 1.

Skilled Trades Department for the purpose of this agreement shall mean the Maintenance Department.

Section 2.

Classifications in the Maintenance Department will be non-interchangeable. Seniority will be by classification.

Section 3.

Seniority in the Maintenance Department will be by date of entry into the classification. For apprentices, this means their date of seniority will, upon obtaining their C of Q - Maintenance Mechanic, revert back to the date they entered the apprenticeship program.

Section 4.

- (a) Production workers will not carry seniority into any Maintenance Classification. Maintenance workers will not carry seniority into any Production Classification after the signing of this agreement.
- (b) Should any maintenance worker become permanently medically unable to perform the duties of his/her classification, the Company and Union will cooperate in endeavouring to place the employee in a classification he/she is able to perform. In placing the employee his/her total plant wide seniority will be considered.

Section 5.

The term Journeyman/woman as used in this agreement shall mean any person:

- a) who is presently in the Maintenance Journey person classification.

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b) who has served a bona fide apprenticeship and has a certificate which substantiates his/her claim of such service.

c) who has had eight years of practical experience and can prove same with proper affidavits. The Company will consider the possession of CAW/UAW Journeyman/woman card as presumptive proof of qualifications.

Section 6.

Any further employment into the Maintenance Department will be limited to Maintenance Journeyperson and Maintenance Apprentice. The Weekend Helper classification will be retained as a means of identifying the payment applicable to those employees assigned on a temporary basis.

In filling apprentice positions, internal interested parties will be given the opportunity before going outside the bargaining unit.

If and when an internal employee is given the opportunity to fill an apprentice position, the Company is committed to continuing its practice of registering the employee as an apprentice with the Ministry of Educational Training. As schedules permit, the Company will free up the apprentice to take requisite courses in order to obtain their I.M.M. (Industrial Maintenance Mechanic) designation. Once an employee has completed their I.M.M. schooling and worked the necessary hours to write for their Certificate of Qualification (C of Q) Maintenance Mechanic, the Company will pay for a C of Q Preparation course which must be taken when it is next offered. The Company will provide the employee with the day off with pay to write the initial exam. Upon completion of the C of Q preparation course, the apprentice must write for their C of Q exam when it is next offered. If the apprentice is unsuccessful, the apprentice will have two (2) years from the date of their first C of Q exam to obtain their C of Q. Apprentices failing to obtain their C of Q during this time, will be returned to the classification from where they came, seniority permitting, otherwise they displace the junior employee in the plant.

The Company agrees to reimburse the Skilled Trades for Licensing Fees up to \$50 per year.

Section 7.

In the case of a layoff in the Maintenance Department the first to go will be the apprentices.

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In the case of a layoff in the Maintenance Journey person Classification, the first to go will be the least senior employee in the classification. In the case of a layoff in the Maintenance Apprentice Classification, the first to go will be the last who entered the program.

Employees layed off from the Maintenance Apprentice Classification will be placed elsewhere in accordance with the appropriate layoff language based on his/her plant seniority.

Section 8.

(a) In the event the Company acquires some advanced type of machinery or equipment that would call for special servicing by an employee in the maintenance department, it is agreed that the appropriate employees will be trained so that they may be familiar with the necessary repair and maintenancetechniques required.

(b) When new technology is introduced into the Plant or upgrading is needed, the Company will provide training to skilled trades personnel where appropriate. Such training will normally consist of instruction in the operation, maintenance, preventive maintenance and repair of the equipment, provided that such work falls within the accepted scope of the specific trade(s).

(c) Such training will involve no loss of pay to the employee.

Section 9.

In contracting out work which is normally performed by the Maintenance Department, the Company will consider such factors as economics, available equipment, available manpower and time constraints. The Company will not contract out regular maintenance work if the maintenance employees (including weekend crew) are not working, unless they elected not to be working (including weekends).

Time permitting the Company will advise the Union when work is being contracted out. The Company will, however allow the skilled trades representative from the Bargaining Committee to attend the weekly maintenance planning meeting. During this meeting, the Company will advise the skilled trades representative of any anticipated work to be done by contractors and at the skilled trades representative request, the Company will entertain suggestions by the skilled trades representative to do the work in house.

2068 The Company will continue its current practice of ensuring that
2069 maintenance work performed by outside contractors will be
2070 performed by qualified individuals.

2071
2072 Section 10.

2073
2074 The Company agrees to deduct Canadian Skilled Trades Council dues
2075 as may be adopted by the Canadian Skilled Trades Council.

2076
2077 The first such dues deduction will be made from employees' first
2078 pay following completion of their probationary period. Thereafter,
2079 dues deduction will be made in January of each succeeding year or
2080 upon completion of one months work in the calendar year. For this
2081 agreement deductions shall be made following ratification.

2082
2083 Section 11.

2084
2085 The Company will allow a maximum of (1) weekend maintenance
2086 worker off on vacation at any one time. The Company will allow (2)
2087 weekend maintenance workers off on vacation at any one time.
2088 Maintenance employees will not be allowed to book any vacations
2089 during the summer shutdown period (usually occurs within the first
2090 3 weeks of July). However, in situations where the Company
2091 determines that all of its maintenance employees are not required
2092 to work for the entire summer shutdown period, the Company will
2093 allow maintenance employees to apply for any available vacation
2094 openings on a seniority basis.

2095
2096 Effective July 4, 2005 the Company will switch rotation from Days,
2097 Afternoons, Midnights to Midnights, Afternoons, Days.

2098
2099 Section 12.

2100
2101 Effective June 2, 2008 the monthly benefit level will be \$40.00 for all
2102 employees retiring under the pension plan on or after June 2, 2008.

2103
2104 Effective June 2, 2009 the monthly benefit level will be \$41.00 for all
2105 employees retiring under the pension plan on or after June 2, 2009.

2106
2107 Effective June 2, 2010 the monthly benefit level will be \$42.00 for all
2108 employees retiring under the pension plan on or after June 2, 2010.

2109
2110 Weekend Maintenance:

2111 Employees assigned as weekend maintenance workers will work a 24
2112 hour week consisting of 12 hours on Saturday for which they will be
2113 paid at a rate of time and one half their regular straight time hourly

2114 rate for each hour worked and 12 hours on Sunday for which they will
2115 be paid at a rate of double time their regular straight time hourly rate,
2116 including appropriate shift premium, for hours worked.

2117
2118 Whenever the Company needs to populate the weekend maintenance
2119 workforce it will post the number of positions needed. The most
2120 senior maintenance employees (apprentices excluded) will be given
2121 first choice. If not enough senior employees are interested, the least
2122 senior in the maintenance classification will be assigned as a weekend
2123 maintenance worker.

2124
2125 Anyone who volunteers or is assigned as a weekend worker may after
2126 six months, opt out by finding a qualified volunteer or by displacing
2127 the least senior qualified.

2128
2129 A Saturday or Sunday not worked due to vacation will be considered
2130 as one half week.

2131
2132 The Company will allow more than one weekend worker off on
2133 vacation at the same time providing, the weekend worker over and
2134 above the one who first got approval finds a satisfactory replacement
2135 from among the weekday maintenance crew. In such cases the
2136 replacement employee will be required to sign a statement
2137 committing to work the weekend involved.

2138
2139 A Saturday or Sunday not worked due to a holiday will be considered
2140 as two and one half days.

2141
2142 Pay for a holiday for which the weekend maintenance worker does not
2143 get time off will be paid at a rate of eight hours times his regular
2144 straight time hourly rate plus appropriate shift premium.

2145
2146 Weekend workers whose assigned shift begins on or after 3:00 PM will
2147 be paid the appropriate afternoon shift premium. Weekend workers
2148 whose assigned shift begins on or after 11:00 PM will be paid the
2149 appropriate midnight shift premium.

2150
2151 Whether through time off or pay in lieu of time off, the weekend
2152 maintenance worker will be entitled to no more or no less holidays (or
2153 the equivalent in hours) as any other employee.

2154
2155 Weekend workers will be paid the appropriate amount of hours not
2156 worked on a weekend due to jury duty or bereavement (maximum of
2157 24 hours for bereavement).

2158
2159

2160 If the Company requires hours worked on a Saturday or Sunday
2161 beyond those normally worked by the weekend worker, they will first
2162 be offered to the maintenance employees working the regular
2163 Mondaythrough Fridaywork week.

2164
2165 Weekday overtime will first be offered to the maintenanceemployees
2166 working the regular Mondaythrough Fridaywork week.

2167
2168 The same provisions of Reporting in pay, 16.01 will apply to the
2169 weekend workers, except that they will be paid 7.5 hours at their
2170 straight time hourly rate plus any appropriate shift premium.

2171
2172 The same provisions of Call in Pay, 16.02 will apply to the weekend
2173 workers.

2174
2175 Overtime worked by a weekend worker will be paid at a rate of time
2176 and one half for hours (double time on Sunday) worked over and
2177 above their regular 24 hour work week.

2178
2179 Each weekend worker will be allowed three 10 minute breaks and one
2180 lunch period for each full shift worked.

2181
2182 Weekend maintenance workers on a medical leave of absence or off
2183 on workers' compensation will be paid one half the weekly benefit for
2184 each Saturday or Sunday missed. In the case of medical leaves, weekly
2185 benefits will begin after they actually miss 32 hours of pay.

2186
2187 Each Saturday or Sunday worked will be considered as 20 hours for
2188 pension purposes.

2189
2190 Upon notification from the Union the Company will recognize
2191 weekend worker union representatives.

2192
2193 For probationary purposes, each Saturday or Sunday will be
2194 consideredas two and one half days.

2195
2196 The Company will advise the Union by October 1st of each year, of
2197 what its plans are for weekend maintenance employees during the
2198 Christmas shutdown.

2199
2200

2201 **ARTICLE XXX**

2202 **Tooling**

2203
2204 The Tooling Department will consist of two classifications, Tooling
2205 Maintenance and Tooling Maintenance Helper.

2206 Progression from start to top will be at a rate of \$.15 per hour per
2207 active month of employment (at least 15 days worked).

2208
2209 The Tooling Maintenance Helper will be used from time to time on a
2210 temporary as needed basis.

2211
2212 Current employees successfully bidding in to the Tooling
2213 Maintenance Classification will enter in at their current rate of pay
2214 and progression will begin after six months.

2215
2216 Upon notification from the Union the Company will recognize a
2217 tooling worker union representative.

2218
2219 In the case of a layoff in the Tooling Classification, the first to go will be
2220 the least senior employee in the classification.

2221
2222 **Weekend Tooling:**
2223 If a weekend program is established in the Tooling department, it will
2224 be operated the same as the Weekend maintenance program.

2225
2226

2227 **ARTICLE XXXI**

2228 **Cola**

2229
2230 Effective June 3, 1996 and thereafter during the period of this
2231 agreement, each employee shall receive a cost of living allowance as
2232 set forth in this section.

2233
2234 COLA will be frozen for the 1st year of this agreement (Employees
2235 will not "catch-up" in any way for any COLA forgone).

2236
2237 The amount of cost of living adjustment (COLA) shall be determined in
2238 accordance with changes in the Consumer Price Index of the base
2239 1986 = 100, hereinafter referred to as the 1986 Consumer Price Index
2240 or 1986 CPI.

2241
2242 In determining the three (3) month average of the indexes for a
2243 specified period, the computed average shall be rounded to the
2244 nearest .1 index point - i.e. .05 and greater rounded upward and less
2245 than .05 rounded downwards.

2246
2247 The COLA shall be computed using the three month average of the
2248 1986 CPI for March 1993; April 1993 and May 1993 as the base period.
2249 Cost of Living Adjustments will be made on a quarterly basis at the
2250 following times:

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Effective Date of Adjustment

**Based Upon Three Month
Average of the 1986 CPI Form**

First pay period beginning on
or after October 1, 1993
and at three calendar month
intervals thereafter

June 1993, July 1993,
August 1993 and at three
calendar month intervals
thereafter

One cent (\$0.01) adjustments in the cost of living shall become payable for each .0958 change in the Consumer Price Index. Effective January 1, 2000, the current .0958 will be changed to .0849.

If at anytime the CPI indicates a drop in COLA, the adjustment will not be reduced. The adjustment, therefore, will not be increased until the CPI rises above where it was when the reduction would have been made.

For purposes of this Collective Agreement, any paid COLA shall be treated as if it were incorporated into the base rate.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of 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 Index for 1993.

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ARTICLE XXXII

Termination

This agreement will remain in force until June 3, 2011 11:59 P.M. and will continue automatically thereafter for a further period of one (1) year, unless either party notifies the other in writing during the period of not more than sixty (60) days and not less than thirty (30) days prior to the expiration date that it desires to amend or terminate the agreement.

In witness whereof, each of the parties hereto have caused this agreement to be signed by its duly authorized representatives as of this 2nd day of June 2008 in Tillsonburg, Ontario.

For The Company

For the Union

Ralph Lassel
Karen Clements
Ken McKenzie
Linda Rachar
Warren Martin

Jim Pound
Judy Dearden
Marlene McCord
Bruce Burns
Dave Tveit

APPENDIX A

Wage Increase

Wages will be frozen for the life of this agreement

WAGE SCHEDULE EFFECTIVE

June 2, 2008 to June 3, 2011

Job Classification	Level	New Hire Rate	Top Rate
Line Production(Demould)	III	\$15.89	\$19.89
Line Production(W/P, QIC)	II	\$15.69	\$19.69
Receiving Inspector	I	\$15.25	\$19.25
Production Technician (SIC)	I	\$15.25	\$19.25
Fork Lift Operator	All	\$15.25	\$19.25
Quality Auditor	All	\$15.69	\$19.69
Weekend Helper	All	\$15.89	\$19.89
Stockkeeper	All	\$18.07	\$22.07
Maintenance Journeyperson	All		\$28.76
Maintenance Apprentice	All	\$18.07	\$22.07
Tooling Maintenance	All	\$22.81	\$26.81
Tooling Maintenance Helper	All	\$15.89	\$19.89

APPENDIX B

Holidays

June 1, 2008 to May 31, 2009

2384			
2385			
2386			
2387	Monday	June 30, 2008	Canada Day
2388	Monday	August 4, 2008	Civic Holiday
2389	Monday	September 1, 2008	Labour Day
2390	Monday	October 13, 2008	Thanksgiving Day
2391	Wednesday	December 24, 2008	Floater
2392	Thursday	December 25, 2008	Christmas Day
2393	Friday	December 26, 2008	Boxing Day
2394	Monday	December 29, 2008	Floater
2395	Tuesday	December 30, 2008	Floater
2396	Wednesday	December 31, 2008	Floater
2397	Thursday	January 1, 2009	New Year's Day
2398	Friday	April 10, 2009	Good Friday
2399	Monday	April 13, 2009	Easter Monday
2400	Monday	May 18, 2009	Victoria Day
2401			
2402	+ birthday		
2403	15 holidays in total		
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2406			

Holidays

June 1, 2009 to May 31, 2010

2407			
2408			
2409	Friday	July 3, 2009	Canada Day
2410	Monday	August 3, 2009	Civic Holiday
2411	Monday	September 7, 2009	Labour Day
2412	Monday	October 12, 2009	Thanksgiving Day
2413	Thursday	December 24, 2009	Floater
2414	Friday	December 25, 2009	Christmas Day
2415	Monday	December 28, 2009	Boxing Day
2416	Tuesday	December 29, 2009	Floater
2417	Wednesday	December 30, 2009	Floater
2418	Thursday	December 31, 2009	Floater
2419	Friday	January 1, 2010	New Year's Day
2420	Friday	April 2, 2010	Good Friday
2421	Monday	April 5, 2010	Easter Monday
2422	Monday	May 24, 2010	Victoria Day
2423			
2424	+ birthday		
2425	15 holidays in total		
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Holidays

June 1, 2010 to May 31, 2011

2430			
2431			
2432			
2433	Friday	July 2, 2010	Canada Day
2434	Monday	August 2, 2010	Civic Holiday
2435	Monday	September 6, 2010	Labour Day
2436	Monday	October 11, 2010	Thanksgiving Day
2437	Friday	December 24, 2010	Floater
2438	Monday	December 27, 2010	Christmas Day
2439	Tuesday	December 28, 2010	Boxing Day
2440	Wednesday	December 29, 2010	Floater
2441	Thursday	December 30, 2010	Floater
2442	Friday	December 31, 2010	Floater
2443	Monday	January 3, 2011	New Year's Day
2444	Friday	April 22, 2011	Good Friday
2445	Monday	April 25, 2011	Easter Monday
2446	Monday	May 23, 2011	Victoria Day
2447			
2448	+ birthday		
2449	15 holidays in total		
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Mr. Jim Pound
National Representative C.A.W
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding#1
June 3, 2002

ARTICLE XV – OVERTIME

Dear Mr. Pound:

During our 1999 negotiations, considerable discussions took place between the Union and the Company over overtime opportunities.

It was agreed that the Company would continue its practice of offering overtime "outside of a classification" to qualified employees on the shift.

It was also agreed that the Company would continue its practice of offering Seating Plant "Dewax and Clean-up" overtime opportunities to Seating Plant "line-crews" and Seating Plant "General Clean-up" overtime opportunities to Seating Plant "Production Technicians."

The Maintenance Helper Classification will be renamed "Weekend Helper."

The Company will offer "Weekend Helper" overtime opportunities to employees by seniority on a rotating basis. Employees will be allowed to sign a "Weekend Helper" list one time per year for overtime opportunities.

It was further agreed, that "Weekend Helpers" will not perform the following functions:

Changing Monorail Wheels, Replacing Air Curtains, Assisting Maintenance.

The above functions will be performed by the Maintenance Department.

Yours truly,

JOHNSON CONTROLS LP
Karen E Clements
Employee Relations Manager

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Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
310 Wellington Road S.
London, Ontario
N6C 4P4

Letter of Understanding#2
June 3, 1996

Dear Mr. Grant:

In the past, where the Company has attempted to contact an absent employee and was unable to do so, the Company has asked the CAW for its help in contacting the employee.

The Company appreciates this help and will continue this practice.

Yours truly,

JOHNSON CONTROLS LTD.

Ralph G. Lassel
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding#3
June 3, 2002

Dear Mr. Pound:

The Company agrees to offer the "Due Diligence" training referred to in Article 23.01 to newly elected Union Representatives who have not previously received the training. This will be conducted within six (6) months of the completion of the Plant wide elections.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
310 Wellington Road S.
London, Ontario
N6C 4P4

Letter of Understanding #4
June 3, 1996

Dear Mr. Grant:

In the event the employees' right to "work refuse" under the current Occupational Health and Safety Act is revoked, the Company agrees to meet with the Union to implement a mutually agreed upon alternate procedure.

If at any time, between the time the right to work refuse is revoked and the Company and the Union arrive at an alternate procedure, the Company will not act in a matter that is arbitrary, discriminatory or in bad faith.

Yours truly,

JOHNSON CONTROLS LTD.

Ralph G. Lassel
Employee Relations Manager

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Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
310 Wellington Road S.
London, Ontario
N6C 4P4

Letter of Understanding #5
June 3, 1996

BAD WEATHER

Dear Mr. Grant:

The Company will have no formal policy regarding "bad weather".

Cases involving employees not reporting to work or leaving work due to their concern about weather conditions will be reviewed on a case by case basis.

In reviewing these cases, the Company will take into consideration any formal alerts or the like issued by the various enforcement agencies involved in such activities as well as any pertinent data provided by the Union.

Yours truly,

JOHNSON CONTROLS LTD.

Ralph G. Lassel
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #6
June 3, 2002

ARTICLE XI
Short Term Layoff (three days or less)

Dear Mr. Pound:

The company agrees that at the point a particular group of employees has been affected by short-term layoffs for three consecutive weeks, they will meet with the Chairperson to discuss alternative approaches.

Yours truly,

JOHNSON CONTROLSLP

Karen EClements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Blvd.
London, Ontario
N6K 3X3

Letter of Understanding#7
June 3, 2002

COMBINATIONS OF CLASSIFICATIONS

Dear Mr. Pound:

When the Company elects to combine two or more classifications on the shift, the higher skilled position will be given the assignment. However, if someone from the combined classifications, who is qualified to do the higher skilled work, brings to the Company's attention that they have been excluded the two previous times, they will be given the next assignment.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Blvd.
London, Ontario
N6K 3X3

Letter of Understanding#8
May 21, 2008

ARTICLE XXIX
Skilled Trades: MAINTENANCE

Dear Mr. Pound:

The Company agrees that employees assigned as Weekend Maintenance workers shall not be scheduled to work on Saturday, December 25, 2010 and Saturday, December 25, 2011.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #9
May 3, 2005

PAID LUNCHES

Dear Mr. Pound:

When 50% of the workforce is working a three (3) shift operation, everybody (includes Maintenance, Tooling and Forklift Operators) in that plant will receive a twenty (20) minute paid lunch.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #10
May 3, 2005

Dear Mr. Pound:

SAFETY AND GOVERNMENTAL TRAINING

The Company will maintain the policy that Safety and Governmental mandatory training hours spent in a classroom, will not count towards the 48 hour work week.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #11
May 3, 2005

Dear Mr. Pound:

VIOLENCE AGAINST WOMEN

During the current negotiations the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding#12
May 4, 2005

Dear Mr. Pound:

40 HOUR LIMITATIONS FOR WORKING ON SATURDAYS

If an employee is on a 40 hour limitation there are circumstances where the employee would be required to work a part, or a full Saturday shift such as:

- A) The employee is absent from an entire shift for ANY reason (including approved absences such as Vacation, Birthday, Suspensions and so on)
- B) The employee is late, or leaves early, and the absence is 4 hours or more
- C) There is/was a Holiday
- D) The employee was scheduled a day off during the week

Note: A 40 hour limitation with 2 consecutive days off means exactly that. The employee would need to work 40 hours straight to be entitled to 2 (two) consecutive days off, therefore, if the employee hasn't worked 40 hours straight, they will be required to work the Saturday.

If the employee is unsure whether they are required to work the Saturday or not, it is their responsibility to ask, they cannot assume that they are not required to work ~ By not showing up the employee will be coded as absent with a no show, no call for that shift.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding#13
May 17, 2005

Dear Mr. Pound:

WORK STANDARDS

The company agrees that work standards will not be implemented during the term of the agreement.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding#14
May 27, 2008

Dear Mr. Pound:

INJURED WORKERS RETURNING TO WORK

The company agrees that the plant chairperson or the health and safety co-chair shall be allowed to be involved in any meetings held with injured workers in the attempt to accommodate them back into the workplace.

The employer will provide WSIB training as required to assist the chairperson in this regard.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #15
May 18, 2005

Dear Mr. Pound:

SHORT-TERM LAY OFF (Less than a Full Shift)

The Company is committed that whenever possible to allow employees the option of voluntarily going home by seniority, within the classification of the area affected when the Company is aware more than a day in advance of a lay off of **less than a full shift**.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding#16

Dear Mr. Pound:

EMPLOYEE ASSISTANCE PROGRAM

The Company continues to recognize the need for an Employee Assistance Program to help provide the means to assist getting appropriate counselling and rehabilitation support. The Company will continue to reimburse employees 100% for the initial visit and 50% of the cost of any future visits up to a maximum of 6 (six).

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #17
May 26, 2005

Dear Mr. Pound:

FIRE FIGHTER

An employee who is currently a qualified fire fighter and can provide official documentation showing such, will not have an attendance occurrence registered against them if they are late for work providing they supply proof that they were late due to being on an emergency call. It is understood that once they are at work, they will not be excused from the attendance policy to leave for any calls.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #18
May 26, 2005

Dear Mr. Pound:

SUMMER WORK

Notwithstanding Article XI of the Collective Agreement, employees on layoff for ten (10) consecutive days or more may refuse the recall for summer work each year provided they are working as a full-time employee for another employer or are attending school on a full-time basis and can document such, in writing, within three (3) work days of the day they are to return to work for Johnson Controls.

It is clearly understood that the refusal for "summer work" does not count as a refusal as set out in the Collective Agreement.

Employees who refuse the recall as set out above maintain their order on the seniority list.

Yours truly,
JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #19
May 26, 2005

Dear Mr. Pound:

PREFERENTIAL HIRING

Employees who are affected by a permanent layoff or plant closing will be given preferential hiring privileges at any JCI's Automotive Group plants that are represented by the CAW. This means they will be considered for employment prior to these other plants hiring non JCI people. They will be required to satisfy whatever hiring practices are in place at these other plants, including serving the appropriate probationary period. Once they complete their probationary period, their seniority will be based on the date they were hired at that plant and they will be governed by the wages, benefits and practices at that plant. However, for vacation entitlement and pay rate, their date of hire at Tillsonburg will be considered. Obviously, once hired they will relinquish all recall rights to Tillsonburg. If, however, within six (6) months of being hired, they are layed off for reasons unrelated to performance, they can elect to be re-instated to the Tillsonburg seniority list or remain on their new plant's recall list.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

3334 Mr. Jim Pound
3335 National Representative C.A.W.
3336 CAW-Canada
3337 140 Pine Valley Blvd.
3338 London, Ontario
3339 N6K 3X3

Letter of Understanding#20
May 22, 2008

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Dear Mr. Pound:

HEAT STRESS- EARLY OUTS

When an employee has been temporarily assigned to a line and that line is shut down by the Company according to the Heat Stress Program, the assigned employee will be treated the same as the employees they are working with.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #21
May 23, 2008

Dear Mr. Pound:

INVENTORY

If at the sole discretion of the Company hourly assistance is required for a formal inventory, then where needed, employees will be utilized as follows;

- Production employees and forklift drivers will help with finished good counts

2. Line employees will help with line counts (wire, frames etc...)

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

3424 Mr. Jim Pound
3425 National Representative C.A.W.
3426 CAW-Canada
3427 140 Pine Valley Blvd.
3428 London, Ontario
3429 N6K 3X3

Letter of Understanding#22
May 30, 2008

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Dear Mr. Pound:

FORKLIFT SUMMER SHUTDOWN VACATIONS

If the Company finds they have additional vacation spots open, in the forklift classification, during the summer shutdown, the Company will offer the additional vacancies to the forklift drivers by seniority on their shift.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

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June 5, 2002

LETTER OF COMMITMENT

MAINTENANCE OVERTIME

The number of weekday maintenance employees scheduled on any given weekend will not exceed two thirds of the total number weekday maintenance employees unless for very specific reasons and only after approved in writing by the Plant Manager.

This information will be reviewed with the Skilled Trades Representative at the Engineering meeting on Thursday morning. Some reasons that may result in more than two thirds being scheduled could be for...

- ❖ Completing special projects..
- ❖ Avoiding customer interruptions..

While there could be other reasons, this is the Plant Manager's commitment to make it the norm, rather than the exception, to adhere to the two-thirds guideline.

Jack Lightfoot

Plant Manager

2008

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Nov 2008						
S	M	T	W	T	F	S
						1
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Juni 2008						
S	M	T	W	T	F	S
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Dec 2008						
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2009

Jan 2009						
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Jul 2009						
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Feb 2009						
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Rug 2009						
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Mar 2009						
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Sep 2009						
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Apr 2009						
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May 2009						
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Feb 2010						
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Jun 2011						
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Dec 2011						
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