

# COLLECTIVE AGREEMENT

BETWEEN

SKD COMPANY  
BRAMPTON DIVISION

A Partnership of  
NMC CANADA INC.

and

2515080 NOVA SCOTIA COMPANY

AND

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS OF CANADA (C.A.W.)  
AND ITS LOCAL 1285

OCTOBER 21, 1997 - OCTOBER 20, 2000

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**THIS AGREEMENT** made as of the 21st day of October, 1997

BETWEEN

SKDCOMPANY  
BRAMPTONDIVISION  
A Partnership of  
NMC CANADA INC.  
and  
2515080 NOVA SCOTIA COMPANY

(hereinafter called "the Employer")

- and -

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS OF CANADA  
(C.A.W. CANADA) AND ITS LOCAL 1285

(hereinafter called "the Union")

#### ARTICLE 1

##### RECOGNITION

- 1.1 This Agreement is entered into pursuant to the Certificate of the Ontario Labour Relations Board dated September 21st, 1965
- 1.2 The Employer recognizes the Union as the exclusive bargaining agent for **all** employees of the Employer at Brampton, save and except foremen, persons above the rank of foremen, office and sales staff and security guards.

## ARTICLE 2

### TRANSFER OF OPERATIONS

- 2.1 The Employer agrees that, if the existing operations covered by this agreement, or part of them, are moved or otherwise transferred elsewhere in Ontario, this Collective Agreement shall thereupon also be applicable at the new location, the CAW shall be recognized as the sole bargaining agent and Brampton employees shall have the right to move to the new location and retain the seniority each has acquired, provided there is no other union holding bargaining rights at the new location.
- 2.2 The Employer agrees to notify the Union immediately of any change of name or ownership of the Company.

## ARTICLE 3

### MANAGEMENT RIGHTS - AND RULES

- 3.1 The Employer has the exclusive right to operate and manage the business, to control production, to maintain order and efficiency, and to hire, classify, promote, demote, lay off, and discipline or discharge employees for just cause, provided that demotion shall not be used as a disciplinary measure.
- 3.2 The rights reserved to management herein are subject to the provisions of this agreement and should be exercised in a manner consistent with them.
- 3.2 The employer has the right to make rules that are reasonable provided that they are not inconsistent with the Agreement.

ARTICLE 4

PERFORMANCE OF WORK

- 4.1 Foremen and supervisors will not perform any work which is normally performed by those under their supervision except in cases of emergency. "Emergency" shall be:
- (a) instruction of employees;
  - (b) experimentation;
  - (c) when production difficulties are encountered on the job.

ARTICLE 5

CONTRACTING OUT

- 5.1 The Employer will not contract out any work which results in the lay-off of any employee who has acquired seniority under Article 15.

ARTICLE 6

HEALTH AND SAFETY

- 6.1 The Employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place including a properly heated and lighted working environment. In meeting such standards and in controlling pollution in the work environment, the Employer shall comply with the Ontario Occupational Health and Safety Act and the Regulations pursuant to that Act as in effect on January 1, 1997.
- 6.2
- (a) Where the nature of the working conditions so require, **and** subject to other provisions of this Agreement, employees shall be supplied, at the Employer's expense, with all necessary protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.
  - (b) The Employer will pay \$90.00 in the first year and \$95.00 in the second and, \$100.00 in the third year of the agreement to each employee toward the cost

of safety shoes or boots. The employee will have the right to select either safety shoes or boots or other protective footwear. And a cheque will be issued to all active Employees, in the appropriate amount shown above, in the last pay period in January of each year.

- 6.3 No employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where he has reasonable grounds to believe that it would likely endanger himself or another employee to do so, provided the employee promptly reports the circumstances of his refusal to his supervisor. Where, in such circumstances, the employee does not work, he shall not suffer a loss of pay. This clause shall be observed and administered as required by the Ontario Occupational Health and Safety Act and the regulations pursuant to that Act as in effect on January 1, 1997.
- 6.4 (a) A joint health and safety committee shall be constituted consisting of an equal number of representatives of management and the union which shall function in accordance with the said Act and Regulations. The committee shall meet at least once a month. **All** regularly scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (b) It is agreed that Union representation on the safety committee will be comprised of 3 members and two alternative members, one of which shall be assigned to each group.
- 6.5 Two members of the joint health and safety committee, one from management, and one from the Union, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of any inspection by a government inspector and shall have the right to accompany him on his

inspections. All regularly scheduled time spent in such activities shall be considered time worked.

- 6.6 The Union, the joint health and safety committee, and the representatives thereof shall at reasonable times have access to the accident reports and safety records in the possession of the Employer, provided that there is no invasion or infringement of any person's right to privacy; nor any disclosure of medical records. Employees injured at work will review, along with a member of the safety committee, the supervisors injury report in order to ensure all facts are available for the completion of the WCB forms and a copy of the resultant WCB Form 7 will be given to the Union in advance of it being sent to the Board.
- 6.7 The Employer will continue to supply safety glasses to each employee. In cases where corrective lenses are required the employer will supply and pay for one pair of prescription safety glasses (frames and lenses) at intervals of 2 years if required.  
However, the 2 year interval will not apply where:
- (a) A prescription change necessitates replacement within the two year period in which case the employer will replace without cost to the employee, or
  - (b) Frames and/or lenses are accidentally damaged during the course of employment, in which case the employer shall repair, or cause to be repaired or replace without cost to the employee. Replacement will not be made for breakage or damage due to personal negligence or carelessness.
- 6.8 If an employee wishes to avail himself of the coverall service supplied by the Employer's contractor, he may do so provided that the Employer may deduct from the pay of the employee the Employer's cost of supplying, cleaning and repairing his coveralls.



ARTICLE 7

NON-DISCRIMINATION PROVISIONS

- 7.1 The Employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, union membership or activity, family relationship, place of residence, political affiliations or activities, sexual orientation or criminal record.

ARTICLE 8

UNION REPRESENTATIVES

- 8.1 The Union will appoint and the Employer will recognize a Plant Committee composed of a chairperson, a committeeperson from each full shift being worked, an alternate committeeperson from each group being worked and one informal representative, who will not function as a committeeperson, from the tool room and maintenance, all of whom shall be Union members. The tool room and maintenance alternate will be allowed to participate as a member of the bargaining committee on those occasions when matters specifically related to the trades rate are being discussed. Each member of the Plant Committee shall, at the time of his appointment, have not less than 6 months' service with the Employer. The Union will notify the Employer in writing of the names of the Plant Committee Chairperson and the Plant Committee members and the Employer will not be required to recognise any employees as such until having received such notice in writing.
- 8.2 Upon the discontinuance of a shift or a group, the employee who was appointed as committeeperson and/or alternate committeeperson by the Union shall cease to serve in that capacity.

- 8.3 The Employer will inform the Chairperson of the Plant Committee when the number or shifts are to be reduced or additional shifts are to be added, with as much advance notice as possible.
- 8.4 The Employer shall provide the Union with the following information on a current basis, where applicable:
- (a) a list of employees, showing their names (ranked according to seniority) their addresses, telephone numbers and job classifications;
  - (b) job postings, job awards, promotions, demotions and transfers;
  - (c) hirings, discharges, terminations, suspensions, written warnings, resignations, retirements and deaths;
  - (d) such job performance appraisals and job evaluation data the Employer may adopt.
- 8.5 Under the supervision of the Plant Manager, or his nominee, employees in the bargaining unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.
- 8.6 Union representatives shall be entitled to leave their work during working hours to carry out their functions under this Agreement including the investigation and processing of grievances, attendance at meetings with management, participation in negotiations, and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from a supervisor, but such permission shall not be unreasonably withheld. With that understanding, all regularly scheduled time spent in performing Union duties shall be considered to be time worked.

## ARTICLE 9

### UNION SECURITY

- 9.1 It shall be a continuous condition of employment that all present employees covered by this Agreement shall become members of the Union and remain members in good

standing thereafter. New employees must join the Union within 30 days from the date of hiring, and remain members thereafter.

- 9.2 (a) The Employer will deduct from the pay of each employee covered by this Agreement regular monthly Union dues and Initiation fees in accordance with the Constitution of the C.A.W. and by-laws.
- (b) The Financial Secretary of the Union will notify the Employer in writing of the amount of such initiation fees and monthly dues from time to time.

9.3 The said deduction shall be made from the last pay period of each month. Deductions from probationary employees for initiation fee and dues will be made after they have been employed for 40 hours.

9.4 The Employer shall forward to the Financial Secretary of Local 1285, C.A.W., a list of new members' names and addresses, along with any address changes. These lists shall be forwarded to the Financial Secretary of Local 1285, C.A.W., not later than the 15th day of each month.

The Company will furnish to the Financial Secretary of Local 1285, C.A.W., a list of members' names who have paid the current month's dues, and such lists shall also contain the names of all members who have not paid the current month's dues and have received the equivalent of 40 hours pay.

A copy of such lists shall be made available to the chairperson of the Union Committee.

9.5 The Employer will provide the union with an upgraded office facility during the first six months of the current agreement; an office that will include two desks with chairs, three filing cabinets and a telephone for the use of the recognized Union Officials. In addition, a long distance calling card will be provided for the Plant Chairperson to be used for legitimate union business only.

ARTICLE 10

GRIEVANCE PROCEDURE

- 10.01 No grievance shall be considered which usurps Managements function. The word "days" in this Article and in Article 11 and 12 shall mean working days.
- 10.2 In the event of a complaint by an employee covered by this Agreement that he has been dealt with contrary to its terms (herein called a grievance) he may take the matter up with the Employer within and not after 7 days of the incident giving rise to the grievance. **All** Grievances shall be in writing and shall contain a concise statement of the facts complained of. An employee shall be permitted to contact **a** committee person for assistance in preparing his grievance. All grievances shall be signed by a member of the Plant Committee and by the employee concerned.
- 10.3 The following procedure shall be adhered to in processing grievances:
- STEP 1  
The aggrieved employee shall present his grievance to the foreman of his department. He may be accompanied by **a** member of the Plant Committee. The foreman shall deal with the grievance and give his answer or decision in writing within 2 days following the date upon which he received the grievance.
- STEP 2  
If the employer and/or the Union is not satisfied with the foreman's decision, the grievance may be referred to the Operations Manager within 2 days following the date on which it was received from the foreman under Step 1. The aggrieved employee may be represented by a member of the Plant Committee. The Operations Manger shall deal with the grievance and give his answer **or** decision in writing within 2 days following the date upon which he received the grievance.

**STEP 3**

If the employee and/or the Union is not satisfied with the decision of the Operations Manager, the grievance will be referred to the Plant Manager or his nominee within 4 days of the date on which it was received from the Operations Manager under Step 2. The aggrieved employee may be represented by the Chairperson of the Plant Committee and a National representative of the Union. The Plant Manager or his nominee shall deal with the grievance and give his answer or decision in writing within 3 days following the date upon which he received the grievance. In the event of circumstances beyond his control, The Plant Manager or his nominee, or the Union may request an extension of this period, and permission shall not be unreasonably withheld by either Party. If the employee and/or the Union is not satisfied with the decision of the Plant Manager or his nominee, the grievance may be referred to arbitration under Article 11 within and not after 3 days of the date of receipt by the Union of such decision.

- 10.4 If the Employer fails to comply with the Grievance Procedure herein provided, the employee having the grievance may proceed at once to the next step in the Grievance Procedure.
- 10.5 The foregoing provisions of this Article shall apply to a grievance filed by a group of employees.
- 10.6 Either the Employer or the Union may institute a policy grievance by seeking arbitration under Article 11. A policy grievance shall be in writing and shall contain a concise statement of the facts complained of, and the Article of the Collective Agreement alleged to have been violated.
- 10.7 If an employee fails to lodge his grievance or if he or the Union fails to observe the time limits set out in the Article, his grievance shall be null and void and it shall not be dealt with by the arbitrator under Article 11.

ARTICLE 11

ARBITRATION

- 11.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting the Grievance Procedure in Article 10, notify the other Party in writing of its desire to submit the difference or allegation to arbitration. The Employer and the Union shall then endeavour to select an impartial arbitrator to hear evidence and argument and decide the grievance. If they fail to agree upon such arbitrator within 7 days of the receipt of such notice in writing by the Party to whom it is addressed, either Party may then request the Minister of Labour for Ontario to appoint an arbitrator. The arbitrator so selected or appointed shall hear and determine the dispute or allegation and shall issue his decision, which shall be final and binding upon the Parties and upon any employee effected by it. The Employer and the Union shall each pay one-half of the fees and disbursements of the arbitrator.
- 11.2 The arbitrator shall not have any authority to alter or change, nor to give any decision contrary to, nor in any way to modify, add to or detract from any provision of this Agreement.

ARTICLE 12

DISCHARGE AND SUSPENSION CASES

- 12.1 An employee who is discharged or suspended will be given an opportunity to interview a member of the Plant Committee and will be advised of that right before leaving the Employer's premises.
- 12.2 An Employee who alleges he has been discharged or

suspended without just cause may file a grievance at Step 2 of the Grievance Procedure within 3 days of such discharge or suspension.

- 12.3 Where a grievance against discharge or suspension is not settled and duly comes before an arbitrator, he may make a ruling:
- (a) confirming the Employer's action, or
  - (b) reinstating the employee with compensation for time lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his case, or
  - (c) disposing **of** the grievance in any other manner which may be just and equitable.
- 12.4 All written notices of discipline more than 12 months old shall not thereafter form part of an employee's work record
- 12.5 In cases of disciplinary action against an employee regarding attendance, a copy of the official attendance record of the employee shall be made available to the Union.
- 12.6 In cases of termination, as provided for under the Workers' Compensation Act, the time limits shall not commence until the employee and the Union have been notified in writing of such termination.

### ARTICLE 13

#### EMPLOYER - PLANT COMMITTEE MEETINGS

- 13.1 Meetings between the Employer and the Plant Committee shall be arranged twice each month, if necessary, at a time mutually agreed upon for the purpose of discussing matters pertaining to this Agreement and for the purpose of attempting to adjust or settle any grievance which may, since the last such meeting, have been referred to arbitration under Article 12. The Union shall provide an agenda in writing for the meeting 48 hours before it is held. Members of the Plant Committee will be paid at their regular hourly rate of pay for all time spent in attending such meetings.

ARTICLE 14

NO STRIKES OR LOCKOUTS

- 14.1 The Union agrees that so long as this Agreement continues to operate there will be no strikes and the Employer agrees that there will be no lockouts as those terms are defined in the Labour Relations Act.
- 14.2 An employee who participates in any unlawful strike may be discharged, subject to his right to file a grievance under Article 12.

ARTICLE 15

SENIORITY

- 15.1 Fundamentally, rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Employer.
- 15.2 For the purpose of this agreement, the expression "seniority" shall mean the length of service of an employee with the Employer.
- 15.3 A newly hired production employee shall be on probation for 60 working days (or 480 hours worked) from the date of hiring. A newly hired skilled trades employee shall be on probation for 60 working days (or 480 hours worked). Days worked need not be consecutive for the purpose of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as otherwise provided in this Article. After completion of the probationary period, seniority shall be effective from the original date of employment, that is, from the date of the employee's most recent hire if he has worked for the Employer in the past.
- 15.4 A seniority list will be prepared and maintained by the Employer, showing the seniority of each employee who is not a probationary employee. The names of the employees shall appear on the seniority list in the order of their respective dates of hiring. The Employer shall deliver



a copy of the seniority lists to the Chairperson of the Plant Committee and a further copy shall be made available to that Committee for inspection at any reasonable time

- .15.5
- (a) Each member of the Plant Committee shall have top seniority during his term of office for the purpose of lay-offs only, provided such member is willing to do the work which **is** available and has the ability to do that work.
  - (b) The Chairperson of the Plant Committee shall be assigned to the day shift.
- 15.6
- (a) Where a job vacancy occurs, (other than a vacancy for an Operator), and the Employer proposes to fill such a vacancy, or a new job is created, notice shall be posted within 15 working days at appropriate locations including all bulletin boards for a minimum of 5 working days and a copy of the notice shall set out the work content of the job, the qualifications required by the job, the classification for the job and the hourly rate of pay for the job. The successful applicant will be placed in the vacancy or the new job within 20 days of the date of posting, if possible.
  - (b) **In** filling job vacancies, including promotions, transfers, and new positions the job shall be awarded to the senior applicant provided he has the ability to perform the job.
  - (c) Ability to perform the job means ability to perform the requirements of the job following an appropriate familiarization or trial period, or following an appropriate training period, if the employee has demonstrated an adaptability to be trained into the job within a reasonable time to meet the operating requirements of the plant, providing that, in the administration of this Article, the Employer shall not be required to award a job requiring special skills to an applicant who does not possess those skills. The Employer agrees that any period of familiarization or training or trial shall be fair and equitable and that the

employee will not be denied any assistance which is reasonably required. In the event the employee is not able or does not wish to complete the familiarization, training or trial period, or cannot satisfactorily perform the job following the successful completion of his familiarization, training or trial period, he shall be returned to his former position, wage or salary rate, without loss of seniority; any other employee who has been promoted or transferred because of the rearrangement of positions may also be returned to his former position, wage or salary rate without loss of seniority.

(d) Employees who are unsuccessful after training on such jobs under this section shall be advised in writing why they did not qualify.

(e) The Employer may lay-off employees without regard to seniority on a temporary basis for the balance of a shift; provided the cause for temporary lay-off is due to such matters as failure of suppliers to deliver, breakdown of equipment, power failures or other causes beyond the Employer's control and provided the junior employees are laid off first, wherever practicable.

(f) Lay-offs and recalls from lay-off will be based upon seniority, provided that the employees with the greatest seniority have the ability to do the work that is available.

15.7

An employee shall lose his seniority in the following circumstances:

- (a) if he is discharged for just cause and is not reinstated;
- (b) if he resigns voluntarily;
- (c) if he is laid off for a period in excess of 24 consecutive months;
- (d) if, following lay-off, he fails to return to work within 5 working days after receiving notice to do so unless just cause exists. The employee shall keep the Employer informed of his current address. The employee shall be deemed to have received notice to return to work if the Employer sends him such notice by registered mail;

- (e) If the employee is absent for 4 consecutive working days without advising the Employer or giving satisfactory reasons.

- 15.8 The Employer shall give employees who are to be laid off 48 hours' notice or award pay in lieu thereof, unless a greater period is required by legislation, in which case such greater period of notice, or pay **in** lieu thereof, shall be given.
- 15.9 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority up to the date of leaving the unit, but will not accumulate further seniority. Such employees shall have the right to return to a position in the bargaining unit consistent with **his** seniority accumulated up to the date of transfer outside the bargaining unit and his ability.
- 15.10 When an employee is, for the first time, transferred from a position outside the bargaining unit to a position covered by this Agreement, his seniority shall commence upon the date of his transfer; provided that no such transfer shall take place until every employee who has been laid off and whose seniority has not ceased and who has the ability to perform the job (**as** defined in Article 15.6 (c)) has been recalled to work.
- 15.11 The expression "temporary transfer" used in this clause shall mean a transfer for more than one shift made by the Employer with the intention of returning the employee to his regular job classification as soon as possible and "temporarily transferred" shall have a corresponding meaning. If the rate of pay for the job classification to which an employee is temporarily transferred is greater than the rate for his regular job classification, he shall be paid the greater of the two.

- 15.12 No employee shall be transferred to another position within the bargaining unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within 60 days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority, providing there is no conflict with other terms of the Collective Agreement.
- 15.13 In the event of an employee suffering a major disability which would prevent him from carrying out his normal duties, every effort will be made to continue such employee at a job he is able and willing to do but when a lay-off occurs, the employee who suffered such disability shall take his respective place on the seniority list and be laid off accordingly. He shall be called back in the same order at re-hire.
- 15.14 A probationary employee shall not be entitled to any of the benefits provided by Schedule "B" to the Agreement, nor to the paid holidays in Article 18, except as provided in the Employment Standards Act.

#### ARTICLE 16

##### HOURS OF WORK AND OVERTIME

- 16.1 The regular work week shall consist of 40 hours and shall be worked from Monday to Friday, inclusive. The regular hours of work are stated solely for the purpose of calculating overtime, and shall not be construed as a guarantee of any minimum number of hours to be worked.
- 16.2 As of the date upon which the Agreement became effective three scheduled shifts are being worked. The Chairperson of the Plant Committee will be notified, when possible, a month in advance of any planned changes to this schedule.

- 16.3 Subject to Article 15.5(b), when two or more shifts are being worked, an employee shall change from one shift to another on rotating basis every two weeks, provided that employees with long seniority shall have no preference concerning changing shifts unless such change is mutually agreed upon between the Employer and the Union. Where a particular job can be performed only on the first shift, an employee doing that job shall not be required to change to the second or third shift.
- 16.4 Shift differentials will be paid to an employee working on either the second shift or the third shift as follows: Second Shift 45 cents, Third Shift 50 cents, and effective October 21, 1999 Second Shift 50 cents, Third Shift 55 cents.
- 16.5 Time and one-half shall be paid for all work done in excess of an employee's regular daily scheduled hours and for all work done on Saturday (but not to the extent that any such work is done by an employee as part of his regular Friday evening shift), provided that double time shall be paid for all work performed in excess of 12 hours in any day and for all work done on Sunday.
- 16.6 The Employer will make every reasonable effort to distribute overtime as equally as possible among those employees who normally perform the work, in order to equalize overtime opportunities as much as practically possible. When an employee declines an overtime opportunity, it shall be recorded as overtime worked for the purpose of this clause.
- 16.7 Overtime will be on a voluntary basis; however, employees are expected to co-operate with the Employer in the performance of overtime work if required. If no qualified employees are available to perform overtime work on a voluntary basis, the Employer reserves the right to assign qualified employees to overtime on a reverse seniority basis. A \$5.00 meal allowance will be paid to employees who are required to work overtime of more than two hours past their regular shift and who did not receive 12 hours notice of such overtime requirement.

- 16.8 (a) Failure to offer overtime opportunities in accordance with this Agreement shall result, at the discretion of the Employer, in payment at the appropriate rate for the hours involved, or the hours which should have been offered to the employee will be worked by the employee at the earliest possible time, schedules permitting.
- (b) Once the shift supervisor completes his overtime canvas the resultant overtime schedule will be posted.
- 16.9 (a) Whenever three scheduled shifts are being worked, employees on each shift shall be entitled to a 20 minute paid lunch period which shall be scheduled by the Employer to commence not later than 5 hours after the commencement of his shift.
- (b) Whenever two scheduled shifts are being worked, an employee who is either on the first or the second shift shall be entitled to a 30-minute unpaid lunch period which shall be scheduled by the Employer to commence not later than 5 hours after the commencement of his shift.
- (c) The starting and quitting times of the three shifts which are now being worked, Monday to Friday inclusive, will be as follows:
- | <u>Day Shift</u> | <u>Afternoon Shift</u> | <u>Evening Shift</u> |
|------------------|------------------------|----------------------|
| 7:00 a.m. to     | 3:00 p.m. to           | 11:00 p.m. to        |
| 3:00 p.m.        | 11:00 p.m.             | 7:00 a.m.            |
| (FIRST SHIFT)    | (SECOND SHIFT)         | (THIRD SHIFT)        |
- It is agreed that when an employee commences work at 11:00 p.m. on a Sunday or a holiday as part of his regularly scheduled shift, the period of work between 11:00 p.m. and midnight on that day shall be deemed to be part of his regularly scheduled Monday shift and he does not thereby qualify for Sunday overtime for such one-hour period.
- (d) Before any future change in shift hours is initiated there will be prior meaningful discussions between management and the Plant Committee.

ARTICLE 17

REST PERIODS

- 17.1 Whenever three scheduled shifts are being worked, the Employer will schedule a 10-minute rest period in each half of each shift and whenever two scheduled shifts are being worked, the Employer will schedule a 15-minute rest period in each half of each shift.

ARTICLE 18

HOLIDAYS

- 18.1 The employer agrees to pay each seniority employee 8 hours' pay at this regular rate for the following holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
The day immediately preceding Christmas Day	
The Day immediately preceding New Year's Day	

There will be two further holidays which will be observed in the Christmas holiday period.

The third Monday in February will be observed as a holiday. If the Government of Ontario proclaims Heritage Day as a holiday, this holiday shall be deemed to be Heritage Day.

The employee's birthday will be observed as a holiday.

Provided that the employee has worked his last scheduled shift within 10 days before and his first scheduled shift within 10 days after any holiday or if he is absent on either of those days and such absence is excused by the Employer.

An employee who has been requested to work on a holiday, and who has accepted such holiday work assignment and then fails to report for and perform such work without reasonable cause, shall not receive holiday pay for that day.

An employee who works on any of the said holidays will be paid for the holiday together with pay at two times his regular hourly rate for all work done. An employee who works the holiday may elect to have a regularly scheduled work day off without pay, the date of the day off to be mutually agreed upon by the employee and the Employer.

#### ARTICLE 19

##### REPORTING ALLOWANCE

- 19.1 When an employee reports for work on the instructions of the Employer and no work at his regular job is available, he will be offered at least 4 hours' employment in other work at his regular hourly rate of pay or at the election of the Employer he will be paid a minimum of 4 hours' pay at his regular hourly rate; provided if there is no work available because of some occurrence over which the Employer has no control, the Employer shall not be liable to pay an employee under this article.

#### ARTICLE 20

##### EMERGENCY CALL-IN PAY

- 20.1 When an employee is called back to work after he has **left** the Employer's premises and gone home, he shall receive a minimum of 4 hours' pay at time and one-half his regular hourly rate of pay.
- 20.2 When an employee is called into work on Saturday, he shall receive a minimum of 4 hours' pay at time and one-half his regular hourly rate of pay, and if he is called into work on Sunday he shall receive a minimum of 4 hours' pay at twice his regular hourly rate of pay.

#### ARTICLE 21

##### JURY DUTY

- 21.1 An employee who is selected for service **as** a juror will be compensated for the resultant **loss** of pay. Such compensation will be based on his regularly scheduled hours at his normal hourly rate less the fee received for his services as a juror.



- 21.2 An employee who is required, by writ of subpoena, to appear in Court as a witness and who attends in Court and gives evidence will be compensated for loss of pay. Such compensation will be based on his regularly scheduled hours at his normal hourly rate, less conduct money paid to him by the party issuing the writ, provided that no such compensation shall exceed two days pay in any 30 day period.

## ARTICLE 22

### LEAVE OF ABSENCE

- 22.1 An employee elected to an office in the Union necessitating a leave of absence shall be granted such leave, without pay, not to exceed one year which may be extended by mutual agreement of the Parties for one additional year.
- 22.2 An employee elected as a delegate to any labour conference shall be granted a leave of absence, without pay, not to exceed two weeks, and only two employees at a time may have this privilege. The Employer shall be given advance notice by mail of such request.
- 22.3 An employee shall be entitled to leave of absence without pay and without loss of seniority when he requests it for good and sufficient reasons, at the discretion of the Employer.
- 22.4 The Employer agrees to pay into a special fund two cents per hour per employee and effective October 21, 1998 three cents per hour per employee for all hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W., and sent by the Employer to the Canadian Region Headquarters at 205 Placer Court, Willowdale, Ontario, M2H 3H9.

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

- 22.5 Leave of absence will be granted by the Employer only in writing and will contain the length of leave granted, the purpose of it, and the terms, if any, upon which it is granted. **An** employee who obtains a leave of absence for one purpose and uses it for another, such as obtaining other employment, will be subject to discharge. A copy of all leaves of absence shall be supplied to the Chairperson of the Plant Committee.
- 22.6 In case of serious illness, an employee who has acquired seniority will be granted leave of absence without pay for a length of time equal **to** his seniority or for 24 months whichever is the shorter, provided an employees's seniority will in any event continue for the maximum period stated in Schedule "B", Section B.3.
- 22.7 A leave of absence granted under this Article shall be without loss of seniority

#### ARTICLE 23

##### BEREAVEMENT LEAVE

- 23.1 When a death occurs in an employee's immediate family, the employee, upon request, will be excused for three (3) normally scheduled working days, excluding Saturday, Sunday, holidays, vacation periods surrounding the date of the funeral.
- Immediate family shall mean current spouse, son, daughter, mother, brother, sister, step-children, mother-in-law, father-in-law, common law spouse, grandmother, grandfather and grandchild.

- 23.2 An employee will be permitted time off with pay for the day of the funeral of his son-in-law, daughter-in-law, sister-in-law or brother-in-law, provided he attends such funeral. If the employee cannot attend the funeral because of the lack of time or distance to travel, he will be granted one (1) day off with pay to mourn.

#### ARTICLE 24

##### NOTICES

- 24.1 Places will be provided by the Employer for posting notices of Union meetings and rules and regulations of the Union. Any other material shall be submitted to the Plant Manager for approval before being posted.
- 24.2 Whenever there is a change in or addition to the Employer's plant rules, a copy will be given to the Plant Committee and a copy will be posted on the bulletin board.

#### ARTICLE 25

##### VACATIONS

- 25.1 (a) Employees with less than 5 years of service with the Employer shall receive vacation with pay in accordance with the provisions of the Employment Standards Act.
- (b) Employees with 5 years or more but less than 12 years' service with the Employer as of July 1st in the vacation year shall be granted 3 weeks vacation with pay equal to 120 hours' pay at straight time rates or pay equal to 6.5% of gross earnings for the 12 months next preceding the said date; provided however that such employee has worked not less than 1,600 hours in the said 12 months; failing such qualifications the amount of vacation pay shall be equal to 6.5% of gross earnings only.

- (c) Employees with 12 or more but less than 20 years service with the Employer as of July 1st in the vacation year shall be granted 4 weeks vacation with pay equal to 160 hours' pay at straight time rates or pay equal to 8.5% of **gross** earnings for the 12 months next preceding the said date; provided however that such employee has worked not less than 1,600 hours in the said 12 months; failing such qualification the amount of vacation pay shall be equal to 8.5% of gross earnings only.
- (d) Employees with 20 years or more service with the Employer as of July 1st in the vacation year shall be granted 5 weeks vacation with pay equal to 200 hours pay at straight time rates or pay equal to 10% of gross earnings for the 12 months next preceding the said date; provided however that such employee has worked not less than 1,600 hours in the said 12 months; failing such qualification the amount of vacation pay shall be equal to 10% of gross earnings only.
- (e) Time spent on sick leave or workers' compensation or union leave of absence under this article shall be counted as time worked for vacation pay eligibility provided the employee works a minimum of 800 hours in the course of the vacation year.

25.2

Not later than March 15th the Employer will circulate a list requesting each employee to write in his first and second choice of vacation dates. An employee with more than two weeks' vacation entitlement will have the choice of either taking his vacation in consecutive weeks or partly in the summer months and partly later in the year. In all

cases, employees with the greatest seniority will be given preference for vacation dates, subject to the Employer's right to maintain a qualified working force. The vacation schedule will be posted up not later than April, 15th.

In the event the Company schedules a summer shutdown of all or part of its operations it may schedule up to two weeks of an employee's vacation entitlement during such shutdown, provided it has given notice of its plans by the earlier of customer notification of its shutdown schedule or April 1st.

N.B.: All vacation pay shall include cost of living adjustments pursuant to Article 28.4

#### ARTICLE 26

##### INJURY

26.1 Any employee injured on the job shall be paid for the balance of his shift on which the injury occurred if, as a result of such injury, the employee is sent home by an officer or representative of the Employer or is hospitalized.

#### ARTICLE 27

##### RATES OF PAY

27.1 Job classifications and rates of pay shall be as set out in Schedule "A" to this Agreement. No new job classification shall be added by the Employer without discussing the matter with the Plant Committee.

If, following such discussion, the Parties do not agree, the disagreement may be taken up as a grievance and in the meantime the Employer may add any new classification and set rates of pay thereafter, subject to any adjustment made necessary as a result of the disposition of the grievance. It is the intention of the Parties that the addition of any new job classification and the establishment of a rate of pay therefore shall be commensurate with the rates of pay in Schedule "A", the skills required by an employee and the nature of the work to be done.

## ARTICLE 28

### COST OF LIVING ADJUSTMENT

- 28.1 There will be a cost of living adjustment for each employee covered by this Agreement which shall be calculated in the manner set out in this Article.
- 28.2 The Consumer Price Index published by Statistics Canada and which is calculated on the basis that the year 1971 = 100 shall for the purposes of this Agreement be the Base Index. The Parties acknowledge and agree that, for the purpose of this Article, the consumer Price Index published for the month of December, 1993 shall be the current index for the purpose of Article 28.3
- 28.3 Commencing with the month of November, 1997 and on each adjustment date shown or referred to in this Article, a cost of living adjustment equal to 1 cent per hour for each full .30 of a point change above the Current Index shall be made for all hours worked by an employee until the next adjustment date. Each such cost of living adjustment will be made during the first pay period falling in each of the adjustment dates shown below and shall be based upon the Consumer Price Index published for the corresponding month:

<u>Adjustment Dates</u>	<u>Consumer Price Index Published for the Month of</u>
November, 1997	September, 1997
February, 1998	December, 1997
May, 1998	March, 1998
August, 1998	June, 1998

and so on at quarter-yearly intervals thereafter so long as this Agreement continues to operate; provided that no cost of living adjustment will be made as a result of any decline in the Consumer Price Index below the current index.

- 28.4 Any cost of living adjustment under this Article shall be considered an "add-on" and shall not be deemed part of an employee's regular hourly rate of pay. Notwithstanding any other provision of this Agreement, the cost ~~of~~ living allowance shall be included with an employee's regular hourly rate of pay for the purpose of calculating pay for hours actually worked, including vacations and holiday pay, call-in pay, bereavement leave, pay for jury duty and weekly indemnity benefits under Section B.1(e) of Schedule 'B', and will be included for overtime premium calculation.
- 28.5 If the Consumer Price Index is discontinued, the Parties shall negotiate an appropriate adjustment or conversion factor to assure that employees will receive that cost of living adjustment to which they would have been entitled had the Consumer Price Index been published as contemplated by the Parties. If no agreement is reached the Parties shall request Statistics Canada or its successor to provide the conversion or adjustment factor which shall become applicable as to each of the Adjustment Dates after the discontinuance of the Consumer Price Index.
- 28.6 The full cost of living allowance in effect as of the August 1997 adjustment shall be added to the regular hourly rate for each classification so that the cost of living allowance in effect as of October 21, 1997 shall be nil.

#### ARTICLE 29

##### WELFARE

- 29.1 Welfare plans shall be set out in Schedule "B" to this Agreement.

ARTICLE 30

COPIES OF AGREEMENT

- 30.1 Each employee will be supplied with a copy of this Agreement and a copy of the rules and regulations in force from time to time

ARTICLE 31

INTERPRETATION

- 31.1 Throughout this Agreement, wherever the masculine is used, it shall be construed as including the feminine where the context or nature of the case requires.

ARTICLE 32

PRODUCTION STANDARDS

- 32.1 In establishing rates of production the Employer will make studies on the basis of fairness and equity, consistent with quality of workmanship, efficiency of operations and the average working capacities of normal operators. A copy ~~of~~ all production standards will be given to the Chairperson of the Plant Committee.
- 32.2 When a production standard has been established by the Employer, it will not be altered except in case of a change in materials, tools machines, methods, designs of a part, or genuine clerical error.

ARTICLE 33

SKILLED TRADES

- 33.1 The purpose ~~of~~ this article is to define trades and classifications, wage rates, seniority provisions and all other matters



dealing with skilled trades work covered by this agreement. This Article describes the nature of the work to be performed by the trades and classifications listed below, except as altered by the provisions of this Article.

33.2

JOURNEYMAN

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

- (a) who presently holds a journeyman/woman classification in the plant in the skilled trades.
- (b) who has served four-year / 8,000 hour apprenticeship and has a certificate which substantiates his claim of such service.
- (c) who has eight years of practical experience and can prove same with proper affidavits. The company will consider the possession of the CAW/UAW journeyman/woman card as presumptive proof of qualifications.

33.3

Entry into the skilled trades shall be restricted to persons:

- (a) who qualify as journeymen/women under the provisions set forth in the immediately preceding paragraphs, or
- (b) who qualify for journeyman/woman status through any apprenticeship program which may be negotiated by the parties, or
- (c) who provide documents at date of hiring proving their claim to journeyman status both to the company and the union skilled trades committee person, or
- (d) who provide documents within fifteen (15) working days of being promoted from any classification.

33.4

SENIORITY

- (a) Seniority in the skilled trades shall be by non-interchangeable occupations of trades within a department or group of departments. Seniority lists shall be by basic trade or classification.

Employees presently working under a classification or trade listed herein (as of October 21, 1991) shall have their total seniority in their classification or trade.

Future employees entering a classification or trade shall have date of entry seniority in the skilled trades as listed herein except in the case of apprentices whose seniority will be covered in a apprenticeship agreement should the company decide to implement an apprenticeship program.

- (b) Production workers will not carry seniority into the skilled trades:
  - (a) Tool and die (repair)
  - (b) Maintenance mechanicNor will skilled trades workers exercise seniority into production or non-production groups, except where a classification is discontinued or eliminated.

Such employee will then exercise his total plant wide seniority for the purpose of displacing a junior employee in the classification for which he is qualified or shall exercise his total plant wide seniority in the production or non-production group under the general agreement.

- (c) Should a skilled trades employee become medically unfit and unable to follow his skilled trade, both the company and the union will cooperate in endeavouring to place such an employee on a job he is capable of performing in accordance with Article 15.13, and he will carry his total plant wide seniority to such job.

In the event that an employee removed from a skilled trades classification is subsequently cleared to return to such classification, he will be returned with no loss of seniority, provided he exercises such election within fourteen (14) days of his receipt of medical clearance.

33.5 JOB DESCRIPTIONS

The guidelines of discussion shall be past practice, job descriptions applicable to skilled trades, the CAW book of job descriptions of the skilled trades and the CAW apprenticeship standards, except where a mutually agreed change **has** been made in a particular job description.

The preparation of job descriptions for skilled trades shall be the responsibility of the committee.

33.6 CANADIAN SKILLED TRADES COUNCIL

The company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employee at the time of hire.

First deduction to be made from the employees from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

33.7 SKILLED TRADES

The skilled trades covered by this Appendix constitute those trades for which an apprenticeship is usually served, together with *those* classifications which form a part of an apprenticeable trade. These are as follows:

- (a) Tool and die (repair)
- (b) Maintenance Mechanic.

An annual tool allowance of \$200.00 will be paid to all classified trades personnel.

ARTICLE 34

TERM OF AGREEMENT

34.1 This Agreement shall be for a term commencing on the 21st day of October, 1997 and ending on the 20th day of ~~October, 2000 and from~~ year to year thereafter unless ~~either Party gives notice in writing to the other within the last three months of the said term of its desire to bargain with a view to the renewal with or without modifications to this Agreement or to the making of a new Agreement. The Parties shall meet and commence bargaining within 30 days of the receipt of such notice by the addressee thereof, or within such further period as they may agree upon. Any such notice may be sent by registered mail addressed, in the case of the Employer at 40 Holtby Avenue, Brampton, Ontario L6X 2M1 to the attention of the Plant Manager, and to the Union at 205 Placer Court, Willowdale, Ontario, M2H 3H9.~~

IN WITNESS HEREOF the Parties hereto have executed this Agreement on the day and date first above written.

FOR THE EMPLOYER:	FOR THE UNION:
T. GARCIA	J. AMATO
P. SALIBA	D. HALL
S. DALGLEISH	G. GOODFELLOW
I. MARENTIC	B. TURNER
V. AMBUTAS	P. MIFSUD
R. MICKLE	V. BAILEY

SCHEDULE "A"

<u>JOB CLASSIFICATIONS</u>	<u>MINIMUM REGULAR HOURLY RATES OF PAY</u>		
	<u>EFFECTIVE</u> <u>10/21/97</u>	<u>EFFECTIVE</u> <u>10/21/98</u>	<u>EFFECTIVE</u> <u>10/21/99</u>
Set-Up Man	20.08	20.28	20.43
Set-Up & Operate	19.93	20.13	20.28
Feeder Operator	19.58	19.78	19.93
Shipper & Receiver	19.58	19.78	19.93
Material Handler	19.43	19.63	19.78
Operator	19.43	19.63	19.78
Tool & Die Repairman	22.38	22.88	23.38
Tool Room Leader	23.23	23.73	24.23
Maintenance Mechanic	22.33	22.83	23.33
Maintenance Leader	23.18	23.68	24.18
Utility Man	19.43	19.63	19.78
Set-Up Leader	20.58	20.78	20.93

Whenever an employee who is classified as "Operator", "Feeder-Operator" or "Set-Up & Operator" is assigned to perform migwelding rework from the robotic work cell, he shall be paid a premium of 20 cents per hour for all time spent of that assignment.

Shift differential will be paid as provided in Article 16.4

SCHEDULE "B"

WELFARE PLANS

- B.1 Save as mentioned in Article 15.14 and in section B.3 of this Schedule the Employer will
- (a) pay 100% of the premiums for the Ontario Hospital Insurance Plan (OHIP) for each employee and his eligible dependants;
- (b) purchase and pay the full cost of Accidental Death and Dismemberment Insurance for each seniority employee in the following amounts:
- |               |               |               |
|---------------|---------------|---------------|
| EFFECTIVE     | EFFECTIVE     | EFFECTIVE     |
| November 1/97 | November 1/98 | November 1/99 |
| \$35,500.00   | \$36,500.00   | \$38,500.00   |
- (c) purchase and pay for full cost of Group Life Insurance for each seniority employee in the following amounts:
- |               |               |               |
|---------------|---------------|---------------|
| EFFECTIVE     | EFFECTIVE     | EFFECTIVE     |
| November 1/97 | November 1/98 | November 1/99 |
| \$35,500.00   | \$36,500.00   | \$38,500.00   |
- (d) pay 100% of the premiums for the present Green Shield Drug Plan, with the apoth-a-care product selection program, 75¢ co-pay and exclusion of over the counter and limited access drugs/products.
- (e) purchase and pay the full cost of group insurance which will provide for each seniority employee, Weekly Indemnity Benefits for a maximum of 52 weeks payable, in case of non-occupational accident from the first day, and in case of non-occupational illness, from the first day if the employee is hospitalized as a result of such illness or from the fourth day of such illness if the employee is not hospitalized. The amount of such benefits shall be \$485.00 per week effective November 1, 1997, and \$495.00 per week effective November 1, 1998, and \$505.00 per week effective November 1, 1999 (\*or 60% of the U.I. maximum insurable earnings at the time whichever is greater).

- (f) The weekly indemnity insurance plan shall be registered with the Unemployment Insurance Commission and any resulting premium reduction or refund shall be the property of the Employer by reason of the benefit improvements set out in the Schedule. A nine (9) month Extended Disability Benefit of \$750.00 per month will be payable to employees who continue to be totally disabled and who have exhausted their 52 week weekly indemnity entitlement.
- (g) Purchase and pay 100% of the cost of The Green Shield Dental Plan 3A with nine (9) month recall, or other basic dental plan providing no lesser benefits. The-1998, 1999 and 2000 O.D.A. fee schedules will be implemented one year following the date of their release. Effective November 1st, 1997 Orthodontics at 50% with a \$1,600 lifetime maximum. Effective November 1st, 1998 Orthodontics at 50% with a \$1,700 lifetime maximum, and effective November 1st, 1999 Orthodontics at 50% with a \$1,800 lifetime maximum.
- (h) pay 100% of the premiums for the Green Shield Extended Health Service Plan "T4" and effective October 21, 1995 add audio, glucometer and increase emergency transportation to \$150.00.
- (i) pay the cost of Vision Care benefit effective November 1st, 1997 up to \$120.00, effective November 1st, 1998 up to \$130.00 and effective November 1st, 1999 up to \$150.00 every 24 months for each family member for prescription glasses or contact lenses.

B.2

The Employer shall continue to pay its share of the cost under this schedule for one month, for employees with less than 2 years service, and three months for employees with more than 2 years, following the last day ~~of~~ the month in which interruption of employment of an employee occurs except in case of discharge, quits or strikes, whether lawful or unlawful.

- B.3 In case of absence resulting from non-occupational illness or accident, the Employer shall continue, for a maximum ~~of~~ 52 weeks, to pay its share of the cost of benefits under this Schedule for eligible employees, provided the victim of the illness or accident remains in its employ. For employees in receipt of total temporary WCB benefits (or equivalent) and who continue to be totally disabled beyond the two year benefit continuance period provided for under the Act, the Employer will continue to pay its share of the cost under this Schedule for up to twelve (12) additional months.
- B.4 In the event the Employer relocates its plant or totally ceases operations at Brampton, any employee whose continuous service shall not have been broken prior to the date of closing the plant and whose job is thereby discontinued shall be entitled to a severance allowance which shall be determined in accordance with his unbroken service and the provisions of the Employment Standards Act as in effect January 1, 1997.
- B.5 The Employer will continue the non-contributory Pension Plan which became effective January 1, 1977.

Terms and conditions of such Plan have been incorporated into a pension Agreement between the Parties. A Summary of the type of provisions and benefits ~~to~~ be contained in such Plan ~~is~~ as follows:

Normal retirement	-Age 65 with 2 or more years of service
Early Retirement	Effective October 21, 1997:  -Age 62 <del>with</del> 10 or more years of service unreduced -Age 60 with 10 or more years of service actually reduced (1/2 of 1% for each month short of age 62) (All subject to current legislation)



Effective October 21, 1999:

- age 60 with 30 or more years  
of service unreduced

Disability Retirement -Total and permanent disability,  
regardless of age, after 10 ~~or~~  
more years of service.

Vesting -Upon termination of employ-  
ment after attaining 2 or more  
post January 1, 1987 years of  
service. (In accordance with  
Provincial Government  
legislation).

Plan will recognize all years of company continuous  
service.

Effective October 21, 1997, the benefit formula will be a  
flat monthly amount (\$28.00) times an employee's  
continuous years of service. The flat monthly amount  
will be increased as follows:

-effective October 21, 1998	\$30.00
-effective October 21, 1999	\$32.00

Effective October 21, 1997 a \$3000.00 Life Insurance  
Benefit will be provided for all retirees.

Effective October 21, 1998 this benefit will increase to  
\$4000.00 and effective October 21, 1999 this benefit will  
increase to \$5,000.00.

LETTER 1

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: a) MATERIAL HANDLERS

During the negotiations resulting in this agreement the parties agreed that there would be two classified material handlers per shift.

b) MATERIAL HANDLER ALTERNATES

The parties also agreed that in the interests of employee safety, it was desirable to have trained substitute forklift truck operators available to perform the material handling function in the absence of the classified material handler.

Accordingly, a notice in keeping with the provisions of Article 15 of the agreement will be posted forthwith in order to secure three employees from each shift, who possess the ability to receive driver training and to be designated as alternate material handlers.

Assignment of the alternates will be based on seniority wherever reasonably possible, and while performing the job of material handler, alternates shall be paid the rate for that job or the rate of pay for his regular classification, whichever is the higher of the two.

**Yours truly,**

Tony Garcia  
Plant Manager

LETTER 2

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. : Hall,

Re: BIRTHDAY HOLIDAY

During these negotiations, the Company agreed that employees would be allowed, on a six month trial basis, to elect to take their birthday holiday entitlement on any day during the month in which their birthday occurs, provided that the election is made in writing, not later than the first working day of that month.

If, by the end of the trial period, administration and operational difficulties related to the birthday holiday election process are satisfactorily addressed, the program will be extended for the balance of this agreement. If these difficulties are not satisfactorily addressed, the process will be restricted to the election of any day of the week in which the birthday occurs. In this case, as well, the election must be made in writing not later than the first working day of the month in which the birthday occurs.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 3

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: PERFORMANCE OF WORK

During the negotiations resulting in this agreement, the parties discussed the issue of supervision performing work normally performed by members of the bargaining unit.

The union stated that although Article 4.1 was clear and need not be expanded, there was a perception by bargaining unit employees, that certain members of supervision went beyond the intent of this article.

Accordingly, it was agreed that supervision would be instructed on the intent of Article 4.1, with emphasis on those individuals and incidents referred to in these negotiations, and that prior to such work being performed, the supervisor involved will inform the bargaining unit employee, who normally performs the work, and a member of the plant committee of his intent.

Yours **truly**,

Tony Garcia  
Plant Manager

LETTER 4

October 21,1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: TOOL PURCHASE

For the purpose of purchasing tools the Company will give all tradesmen the opportunity to purchase tools and measuring equipment through Company suppliers at the Company price.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 5

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W., Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: SHIFT PREMIUM FOR THE CHAIRPERSON OF THE PLANT  
COMMITTEE (ARTICLE 15.5(b))

The Chairperson for the plant committee shall be assigned to the day shift and shall receive the shift premium pay he would have been paid had he continued on his normal shift rotation.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 6

October 21, 1997

Mr. Darryl Hall ,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: PERMISSION FOR UNION REPRESENTATIVES  
TO LEAVE THEIR JOB - (ARTICLE 8.6)

The parties discussed the issue of the timely granting of permission for union representatives to leave their job during working hours to conduct their functions under the agreement.

It was agreed that such permission should not be unduly delayed, and that a replacement employee should be made available to cover the union representative's job within one hour of the request being made.

If for legitimate reasons a replacement cannot be available within one hour, the union representative will be so informed, and be freed up as soon thereafter as a replacement is found.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 7

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W., Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: NEW TECHNOLOGY

The parties agree that with the introduction of new techniques and technologies it is important that advance planning be made to anticipate the skills needed, and the training required. The Parties also agree to the need to provide advance notice and agreement on training requirements preceding such introduction.

The Company agrees to provide advance notice to the Union of its intention to introduce new technology and new techniques in order that the foreseeable effects will be examined and appropriate training programs be established.

It was further agreed that there was mutual benefit in providing cross training on new technology and new techniques already in place or to be introduced for those employees interested in broadening their skills or who may be affected by such introduction

The Company **will** assume the cost of all training and schooling to afford bargaining unit employees (who have the adaptability, basic knowledge education and ability **to** be trained), the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security.

Senior employees, both production and skilled (who have the adaptability, basic knowledge, education and ability to be trained), will be given preference under this Clause.

Yours ~~truly~~,

Tony Garcia  
Plant Manager



LETTER 8

October 21,1997

Mr. Darryl Hall ,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall :

Re: NEW EMPLOYEE ORIENTATION.

The Company agrees that whenever a new employee is hired, the Chairperson will be allowed to meet with the employee for a New Employee Orientation.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 9

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: PAYMENT OF S & A CLAIMS.

This letter refers to our discussions during our recent negotiations about payment delays of S & A claims. The Company will continue to monitor all S & A claims to ~~try~~ to ensure prompt and efficient payments from our insurance carrier.

However, after *two* (2) weeks following an employee's submission of the properly completed claim form, the employee must notify either the Union or the Health and Safety Coordinator in order that action can be taken to minimize any delays.

The Company will continue its practice to advance benefits in delay situations on a case by case basis.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 10

October 21,1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: Apprenticeship Program.

When the trades ratio reaches eight tradesmen in the maintenance mechanic classification the Company will initiate an Apprenticeship program.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 11

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: Administration of Overtime Records.

For the purpose of tracking overtime hours and maintaining records the following procedure will be implemented:

- Individual overtime hours (and opportunities) by classification will be entered on the new Shift and Overtime Schedule and provided to the Union on a weekly basis.
- A new Shift and Overtime Master List will be used to show accumulated overtime hours by month over the calendar year and will be provided to the Union on a monthly basis.

It is the employee's responsibility to audit his own overtime hours on the posted weekly list and to advise his Supervisor of any errors or omissions; once the subsequent weekly list is posted, the previous week's overtime data will be deemed to be accurate for the purpose of future overtime allocation, unless the Company has been made aware of any error and failed to correct same.

**Yours truly,**

Tony Garcia  
Plant Manager

LETTER 12

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: Heat Accommodation

The Company agrees that when the temperature and humidity in the plant is excessively high and the comfort and health and safety of the employees ~~is~~ in question the Company will meet with the union representative on shift to discuss what accommodation may be appropriate. For those employees who require it, permission will be granted to be excused from work provided the production requirements of the operation are not unduly affected.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 13

October 21,1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: Plant Chairperson

**As** discussed during the negotiations the Plant Chairperson will be allowed, in addition of the entitlement provided under article 8.6 of this agreement, one day per week for full time union business.  
This entitlement will continue for the life of this agreement only.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 14

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: NEW HIRE WAGE PROGRESSION-PRODUCTIONEMPLOYEES

During the negotiations resulting in this agreement it was agreed that a new hire wage rate would be implemented effective October 21, 1997.

Newly hired production employees will start at 85% of the wage rate of the classification in which they are employed and progress as follows:

- 90% of classified wage rate after 6 months,
- 95% of classified wage rate after 12 months,
- 100% of classified wage rate after 18 months.

No other contractual entitlement will be affected.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 15

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: RETIREEE/SURVIVING SPOUSE LUMP SUM PAYMENTS

Annual lump sum payments will be made to current retirees or their surviving spouses, according to the following schedule:

- effective October 21, 1997 all retirees will receive a \$475.00 lump sum payment and surviving spouses will receive \$250.00;
- effective October 21, 1998 all retirees will receive a \$485.00 lump sum payment and surviving spouses will receive \$260.00;
- effective October 21, 1999 all retirees will receive a \$500.00 lump sum payment and surviving spouses will receive \$275.00;

These payments are subject to tax withholding as required by Revenue Canada.

Yours truly,

Tony Garcia  
Plant Manager



LETTER 16

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W., Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: WORKPLACE HARASSMENT

During the course of these negotiations the parties discussed the issue of workplace harassment and agreed that it would be appropriate to have a formal policy in place.

To that end it was agreed that union and management would work together over the life of this agreement to develop a policy that effectively resolves issues that may arise.

In addition the Company agrees to meet ~~with~~ the National Union to discuss the possibility of providing CAW anti-harassment training for all union representatives, members of management, and all bargaining unit employees.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 17

October 21,1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: TEMPORARY LAYOFFS

In the event of a temporary layoff triggered by the circumstances outlined in article 15.6(e) of this collective agreement, the Company will endeavour to avoid sending the affected employees home early by taking the following steps:

1. Canvassing for volunteers to go home early in place of the affected employees;
2. If there are insufficient volunteers, the company will endeavour to reassign the affected employees to meaningful alternative work;
3. If such work is unavailable, the Company will endeavour to schedule the affected employees for a training session (training that is in keeping with the requirements of an existing training program);
4. If scheduling a training session is not practicable, the affected employees will then **be** sent home.

**Yours** truly,

Tony Garcia  
Plant Manager

LETTER 18

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: SPECIAL ONE-TIME HOLIDAY.

The parties agreed that one additional holiday would be provided during the life of this agreement and that it would be taken Friday January 2, 1998.

It was also agreed that this holiday provision would not carry over into subsequent agreements.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 19

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

RE: SOCIAL JUSTICE FUND

The Company agrees to pay into the CAW Social Justice fund \$500.00 effective October 21, 1997, \$550.00 effective October 21, 1998, and \$600.00 effective October 21, 1999.

The monies will be directed to:  
CAW SOCIAL JUSTICE FUND  
205 PLACER COURT  
WILLOWDALE, ONTARIO M2H 3H9

The CAW will provide SKD with the appropriate **tax** receipts for charitable donations.

**Yours** truly,

Tony Garcia  
Plant Manager

LETTER 20

October 21,1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

RE: SIGNINGBONUS.

The Company agrees **to** pay to all on roll bargaining unit employees a \$250.00 lump sum upon ratification of this agreement and a \$250.00 lump sum prior to the commencement of the 1997 Christmas shutdown.

Yours truly,

Tony Garcia  
Plant Manager

LETTER 21

October 21, 1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

During the course of 1997 negotiations, the parties discussed the prospects for the Brampton Division's future, given the recent major investment in the facility upgrade and new equipment.

The Company reiterated its rationale for the investment, its confidence in the Divisions ability to meet the customer's expectations for a successful 1998 LH launch, and under those circumstances gave its assurance that SKD would not initiate the transfer of any associated equipment to another location over the term of this collective agreement.

The Union bargaining committee, in turn and on behalf of its members, confirmed their commitment to the need of continuous improvement

Yours truly,

Tony Garcia  
Plant Manager

LETTER 22

October 21,1997

Mr. Darryl Hall,  
Plant Chairperson,  
C.A.W.. Local 1285,  
SKD Brampton Division,  
Brampton, Ontario.

Dear Mr. Hall:

Re: SHIFT CHANGE POLICY

1. Employees changing shifts must be able to perform the duties **of** the individual they are replacing;
2. Employees shall record shift changes and any cancellations at least 48 hours in advance **of** the change date;
3. Employees involved in the shift change assume full responsibility for arranging, reporting and following through with the change;
4. Shift change options are limited to:
  - a) 1 day change (once per week)
  - b) 1 week change
  - c) 2 week change
5. For overtime purposes employees involved in a one day change will go to the bottom of the overtime list of the shift they move to.

Employees changing shifts for one or two weeks will be placed on the overtime list **of** the shift they move to based on their seniority.
6. Any difficulties which are anticipated or arise from the exercise of shift changes will be discussed and resolved by the chairperson and the plant manager or their designates.

Yours truly,

Tony Garcia  
Plant Manager