

Kautex (A Textron Company)  
& CAW  
Collective

EFF.	2006/06/25
TERM.	2009/06/24
No. OF EMPLOYEES	400
NOMBRE D'EMPLOYÉS	2

**Collective**

between



KAUTEX (A Textron Company)  
(the "company")

&  
National Automobile, Aerospace, Transportation  
and General Workers Union of Canada  
(CAW/Canada) and its Local 195  
(the "Union")



10943(04)

Effective June 25, 2006 to June 24, 2009

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company in the tri-county area (Essex, Kent, Lambton), save and except forepersons, supervisors, persons above the rank of foreperson or supervisor, office and sales staff. Without limiting the generality of the foregoing, and for the purposes of clarification, engineering and research and development persons are "office" employees.
- 2.02 Employees excluded from the bargaining unit will not perform work regularly done by bargaining unit employees with the following exceptions:
- 1) during emergency situations, including sudden breakdowns of machinery or equipment which require emergency repair to avoid interruptions or to protect product, equipment and employees;
  - 2) while instructing and/or training employees;
  - 3) in the development of new methods;
  - 4) while developing products, prototypes and samples.
  - 5) In the performance of necessary work when production difficulties are encountered on the job.

The above exceptions shall not be used to deprive any employee of work time. The supervisor will keep the Union representative informed of the nature of such work prior to the work being performed.

In the event an employee excluded from the bargaining unit is required to do work as specified in 1), 2), 3), 4) or 5) above, an employee from the classification where the work is being performed will be present, on the job, with the excluded personnel to observe and be trained in the work that is being done. If there is no employee from the bargaining unit in that classification available, than another employee from the bargaining unit will be assigned to be present on the job to observe the work being performed by the excluded personnel. Such bargaining unit employees will be paid the rate of pay of the classification where the work is being performed or their own rate, whichever is higher.

In the event an employee excluded from the bargaining unit is required to do work as specified in 1), 2), 3), 4) or 5) above, an employee from the classification where the work is being performed will be present, on the job, with the excluded personnel to observe and be trained in the work that is being done. If there is no employee from the bargaining unit in that classification available, than another employee from the bargaining unit will be assigned to be present on the job to observe the work being performed by the excluded personnel. Such bargaining unit employees will be paid the rate of pay of the classification where the work is being performed or their own rate, whichever is higher

- 2.03 In the event that the company moves all or part of their production operations to a new location in the tri-county area the current collective agreement will apply at the new location. Any employee affected by the transfer will be able to transfer to the new location with full seniority and shall be governed by the terms and conditions of this current collective agreement.
- 2.04 In the event that all or part of the company's production operations are transferred to another location elsewhere in Ontario, outside the tri-county area, each seniority employee affected by the transfer will be given the opportunity to transfer to the new location before new

employees are hired at the new location. Employees electing to transfer to the new location must be able to perform the required work. These employees will be given full credit for their length of service in the current facility.

## **ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

- 3.01 The Union recognizes the right of the Company to hire, promote, demote, transfer, suspend or otherwise discipline and discharge for just cause any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3.02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. In addition, the location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time reasonable rules and regulations to be observed by employees. The Company will not exercise its management's rights in a manner that is inconsistent with the provisions of this Agreement.
- 3.03 In situations where a bargaining unit employee refuses directions/instructions or orders from supervision, supervision will then issue a direct order. Prior to the situation reaching the point of discipline, the supervisor will call for a union representative, and will advise the union representative that:
- a) a direct order has been given and refused,
  - b) the requirement for the refusing employee to comply with the direct order is still in effect,
  - c) failure to comply with the direct order may result in discipline up to and including discharge,



- d) that the union representative then has an opportunity to speak briefly to the employee for the sole purpose of advising the employee of the consequences of refusing to follow such a direct order.

No discipline will be imposed where the employee properly refused the direct order on the grounds that his health and safety was endangered per the Occupational Health and Safety Act.

## **ARTICLE 4 - UNION SECURITY**

- 4.01 As a condition of continued employment, all present employees covered by this agreement shall become and remain members of the Union at the signing of this Agreement; and all new employees covered by this Agreement shall become and remain members of the Union upon completion of the probationary period.
- 4.02 During the life of this Agreement, the Company will deduct from the earnings of each employee covered by this Agreement, union initiation fees and dues laid down by the Constitution and By-Laws of the Union, and such monies shall be held in trust. At the end of each calendar month and prior to the tenth (10th) of the following month, the Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deductions made.
- 4.03 **Skilled Trades Employees:** The employer agrees to deduct one half (1/2) hour pay for the Canadian Skilled Trades Council. The first deduction to be made from employees from the first pay received after completion of the probation period. Further deductions to be made in January of succeeding years or upon completion of one month's work in that calendar year and to be submitted to the financial secretary of CAW Local 195 along with a list of names, clock numbers and classifications for each deduction.

- 4.04 In the event that an employee does not receive a pay cheque in the week in which union dues are deducted such dues will be deducted from his next pay cheque or from the next dues deduction period.

The Company will submit to the Financial Secretary of Local 195, C.A.W. a complete list of all bargaining unit employees, with the dues cheque, designating opposite the name of each employee the amount deducted, or if no deduction was made, the reason why, i.e., laid-off, sick or injured, etc. A copy of this check off list will be given to the Union plant chairperson. The Constitution provides that an employee who works forty hours or more in any one calendar month, or receives pay equivalent to forty hours or more, is required to pay dues as provided by the Constitution of the National Union and the Local Union By-Laws.

- 4.05 The Company will supply to the Union in January of each year a list of all bargaining unit employees showing their current names, clock numbers and the total amount of union dues collected for the previous year. In addition the addresses, phone number and social insurance numbers will be provided. The Company shall record on the T-4 slip of each employee, the actual amount of Union dues deducted during the previous year.

- 4.06 The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing after the funds have been deducted and remitted to the Union.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

- 5.01 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit down, stay in, or slow down in any plant of the Company, or any curtailment of work or restriction of or interference with production of the Company. The

Union will not cause or sanction its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises during the term of this Agreement.

- 5.02 The Company shall not call or authorize or threaten to call or authorize an unlawful lock out and no officer, official, or agent of the Company shall counsel, procure, support or encourage and unlawful lockout or threaten an unlawful lockout.
- 5.03 For the purpose of this Article, "strikes" and "lockouts" are as defined in the Ontario Labour Relations Act.

## **ARTICLE 6 - GENERAL**

### **NO DISCRIMINATION**

- 6.01 The Company and the Union mutually agree that there shall be no discrimination exercised or practiced with respect to age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, previous criminal record for which a pardon has not been granted, family status, sexual orientation nor by Union membership or activity.

It is agreed that the Ontario Human Rights Code shall apply to the terms, administration and operation of *this* collective agreement.

### **GENDER USE IN THIS AGREEMENT**

- 6.02 Wherever the male or female gender is used in this collective agreement it shall be considered to include the female or male counterpart, respectively unless the context suggests otherwise.

## HARASSMENT IN THE WORKPLACE

### 6.03 Workplace Harassment

The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any company facility and includes areas such as offices, plant floors, restrooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. A complaint may be considered as a grievance for the purposes of the grievance procedure for resolution.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- unwelcome remarks, jokes, innuendoes, gestures or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- posting or circulation of offensive photos or visual materials;
- unwanted physical conduct such as touching, patting, pinching, etc.;
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

## **Harassment Is Not**

Harassment is in no way to be construed as properly discharging supervisory responsibilities including the delegation of work assignments and the assessment of discipline.

## **Filing a Complaint**

If any employee believes that they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it.

- First, request a stop of the unwanted behaviour.
- Inform the individual that is doing the alleged harassing or the discriminating against you that the behaviour is unwanted and unwelcome.
- It is advisable to document the events complete with times, dates, location, witnesses and details. However, it is also understood that some victims of discrimination or harassment are reluctant to confront their alleged harasser or they may fear reprisals from the alleged harasser, lack of support from their fellow employee or disbelief by their supervisor or others.

In all instances, the incident should be brought to the attention of Human Resources and/or your Supervisor and/or your Union Representative.

## **Investigation**

Upon receipt of the complaint that is based on a prohibited ground, the Human Resources Representative/Supervisor/Union Representative contacted will immediately inform the Union or Company Harassment Committee Representative.

Together the Human Resources Representative and/or Supervisor and/or Union Representative will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formally submitted to the Harassment

Committee comprised of the Director, Human Resources and CAW National Representative. Each party shall appoint an additional representative to assist with the investigation. In the event of a complaint involving sexual harassment, the investigation committee, if possible, will be comprised of at least one (1) female for each party.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

## **Resolution**

If a joint investigation confirms that harassment has occurred, immediate action will be taken to put an end to the harassment immediately. The Company will take appropriate action against anyone found in violation of the Human Rights Code, up to and including termination of employment.

The Company will provide preventative training on how to deal with the problem of harassment in the workplace. This training will occur annually during the Health and Safety training.

## **ARTICLE 7 - REPRESENTATION**

- 7.01 The Company acknowledges the right of the Union to appoint, or otherwise select, from the Union plant membership, a Shop Committee. The Company will recognize the Shop Committee for the purpose of representation of employees upon matters arising from this agreement, or other matters connected with their employment. In addition, the Shop Committee will be responsible the completion of the job selection process and will work jointly with Human Resources to ensure the efficient administration of the overtime system in the facility. Each committee member shall have six (6) months' seniority with the Company at the time of his appointment.

7.02 The following provisions apply with respect to the Shop Committee:

- a) i) The Shop Committee shall be composed of three (3) members:
- one (1) Chairperson, and
  - one (1) Vice-Chairperson, who shall act as Chairperson in the absence of the Chairperson, and
  - one (1) Recording Secretary, who shall act as Vice-Chairperson in the absence of the Vice-Chairperson, and who shall act as Chairperson in the absence of both the Chairperson and Vice-Chairperson, and
  - the Company shall recognize an alternate Committeeperson, designated by the Shop Committee to act as Chairperson, when all of the regular Shop Committee is absent for one (1) day or more including time spent in negotiations.
- ii) In order to be recognized, the Union shall notify the Company in writing of the identity of the Shop Committee.
- iii) The Plant Chairperson shall be allowed to function for eight (8) hours per day with no loss of pay if the active employment of the plant exceeds 80 bargaining unit employees. In the event the active employment is below 80 bargaining unit employees, he will be returned to his previous job and classification.

Any member of the bargaining unit elected or appointed to the position of Chairperson in the union will be returned to their previous job and classification after the duration of their term of office. Any vacancies that result from such election or appointment will be filled in accordance with Article 14.01 (a) of the collective agreement.

- iv) The Plant Vice-Chairperson shall be allowed to function for five (5) hours per day with no loss of pay if the active employment of the plant exceeds 120 bargaining unit employees. This time will be provided during a time mutually agreed upon and **shall** occur at the same time every day unless an emergency situation arises. Additionally, such time shall be for the sole purposes of performing duties related to functioning as the Vice-Chairperson of the Union committee.
- v) The Plant Recording Secretary shall be allowed to function for three (3) hours per day with no loss of pay if the active employment of the plant exceeds 120 bargaining unit employees. During the job selection process the Plant Recording Secretary shall be allowed to function for eight (8) hours per day with no loss of pay if the active employment of the plant exceeds 180 bargaining unit employees, up to a maximum of 4 weeks for each job selection process. This time will be provided during a time mutually agreed upon and shall occur at the same time every day unless an emergency situation arises. Additionally, such time shall be for the sole purposes of performing duties related to functioning as the Recording Secretary of the Union committee.
- vi) The Committeeperson shall be allowed to function in accordance with 7.02 a) i) with no loss of pay if the active employment of the plant exceeds 180 bargaining unit employees.
- b) The Plant Chairperson shall be allowed to attend funerals of deceased union members or retirees, covered by this agreement, without loss of pay.
- c) National Representatives and/or local union officers may at the request of the Union be present and participate in any meetings of the shop committee with the company.



- d) The Union recognizes and agrees that members of the Committee (Vice Chairperson and Committee person and stewards) have regular duties to perform in connection with their employment and that only such reasonable time as is necessary will be taken by such persons during working hours to investigate and deal with grievances, or handle matters that may arise in administering the collective agreement.
- e) The Plant Chairperson, a committee person or a steward shall be permitted such reasonable time as is necessary without loss of time at his regular hourly rate of pay for Union business during regular working hours with the approval of his supervisor. The supervisor's approval will not be withheld for more than thirty (30) minutes. Time for Union business will be uninterrupted except in the case of emergency. The Plant Chairperson, committee persons and stewards will not abuse this provision.

The Plant Chairperson will be allowed to meet with recognized Union representatives of the Shop Committee and stewards from all shifts for a period of up to two (2) hours per week. Such meetings shall occur between 7am and 3pm. Representatives shall be paid straight time pay while attending these meetings. Each representative shall notify their immediate supervisor of such a meeting on their shift preceding the scheduled meeting. Representatives from the afternoon and midnight shifts must have their time cards authorized by the day shift supervisor at the beginning and conclusion of the meeting and must submit a company form verified by the Plant Chairperson, for payroll purposes.

- f) The plant committee shall be retained on the day shift. The Plant Chairperson will be assigned for reporting purposes to the Human Resources Department. The Plant Chairperson will be paid the

rate of pay of the highest rated non-skilled trades position in the bargaining unit or his own rate of pay whichever is greater.

- g) The Company will recognize one (1) steward from Shift #1, Shift #2, and Shift #3. Where a steward is absent, the alternate steward will be recognized or in case the steward and alternate steward on shift are absent, the union will appoint a representative. It is the Union's responsibility to ensure that either the steward or the recognized alternate are present on any shift.

Union stewards shall not be affected by any types of transfer or rebalance to different shift regardless of seniority.

In the event of a reduction in a classification, if recognized steward does not have the seniority to remain in their classification, or shift they will be able to exercise their right to move to a previous classification, seniority permitting. If they do not have the seniority to move to another classification, they will be assigned to the operator classification, on shift.

- h) The Shop Committee and the Company representative shall meet providing there is business for their joint consideration at such times as may be mutually agreed upon. A request for a meeting will be indicated by a letter or note from either party to the other party containing an agenda of subjects to be discussed.
- i) The Company will pay each of the three (3) members of the Negotiating Committee, at straight time hourly rates, for up to seven (7) days to prepare for negotiations and for the time spent in negotiations **up** to and including the date a strike or lockout commences. For each preparation day or negotiation session that occurs, such payment shall be to a maximum of eight (8) hours. The Company will pay a lunch allowance of up to \$15 per member of the Negotiation Committee per preparation day.

- j) The National Representative or Representatives of the Union shall be entitled to meet with the Shop Committee for a reasonable period of time not to exceed one (1) hour prior to the final step Grievance meeting with no loss of wages. Such time may be extended by mutual agreement by the parties.
- k) The Company will promptly give the Plant Chairperson and Committee persons messages when phone calls are received for them relating to union business and the Chairperson and committeepersons will be allowed reasonable time to return such calls, provided the Union does not abuse this provision.
- l) The Company agrees to pay the plant chairperson eight (E) hours pay while attending the C.A.W. Local 195 plant chairpersons seminar, once per year.
- m) The Company agrees to provide pocket size agreements to all employees, and twenty (20) copies to the National Union within three (3) months after ratification. The agreement will be printed in a unionized shop.
- n) The Company will not unreasonably deny members of the Union committee access to the plant when they are not working for the purpose of obtaining documents from the Union office or attending to an emergency. The Union will not abuse this provision.
- o) All employees entering or remaining on the premises other than for work as scheduled will report to the shift supervisor to explain the reason for their presence and to seek the supervisor's permission to be on the premises. Such permission will not be unreasonably withheld.

7.03 The Company will allow an employee to meet with his Union representative to discuss his grievance for a reasonable period of time without loss of wages. The

employee and the Union representative must obtain the permission of the supervisor before leaving their work station and shall report to their supervisor on return. Such permission will not be withheld for more than thirty (30) minutes, and only one employee will be allowed to meet with the Union representative at a time. The employee and the Union representative will not abuse this provision.

7.04 The Company will maintain the current Union office and provide a phone, desk, filing cabinet(s), chair(s) and updated computer complete with monitor, keyboard, and printer and access to a fax machine. The Company will pay the monthly phone bills for local calls and calls within the area code 519. The location of the office will be mutually agreed by the Union and the Company. The Company agrees to maintain the current size of the Union offices (16' x 24') as agreed in the last set of negotiations.

7.05 When Local 195 General Council or Executive Board members are scheduled to meet, the Company will pay up to four (4) employees who are General Council or Executive Board members and who are scheduled on the afternoon shift up to four (4) hours lost time in order for them to attend the meeting. Proof of attendance at the meeting is required.

Attendees must give at least five (5) working days notice of their request to attend by completing the appropriate paperwork.

7.06 Any employee of the Company elected or appointed to a full-time position in Local 195 CAW or the National Union, CAW, shall be granted a leave of absence by the Company for a period equal to their term of office, and shall retain and continue to accumulate seniority and pension contributions up to a maximum of 2080 hours per year.

7.07 The company agrees to allow the plant chairperson to participate in the orientation of new hires for the pur-

pose of acquainting these employees with the fact that a collective agreement is in effect with CAW Local 195, and with the conditions of employment set up in the articles dealing with union security and dues check-off.

- 7.08 The company will pay monthly into the Kautex Bargaining Unit Fund the amount of two cents (\$0.02) per hour per employee for all compensated hours. The Company will pay monthly to Local 195, the amount of (\$.01) per hour per employee for all compensated hours for the Social Justice/Representation Funds.
- 7.09 The Shop Committee shall be allowed to utilize part of the time allowed in Article 7 to function as union duties outside the plant while meeting with National or Local Union officers or business related to the Kautex Unit with no loss of pay provided prior notification is given to the Manager of Human Resources or her designate.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 Any complaint arising between the employees and the Company regarding the application, interpretation and administration of the collective agreement shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the following procedure:
- 8.02 STEP 1 – .Any employee having a grievance shall first take the matter up with his immediate supervisor either directly or through the Union representative. If no satisfaction is received within twenty-four (24) hours, the grievance shall then be submitted in writing by the Union representative to the department manager or his designate within four (4) working days after the cause of the grievance became known or should have become known to the employee or the Union. Within four (4) working days from the day the grievance is filed in writing and received by the Company, the Company will provide a written answer to the Union.

- 8.03 STEP 2 – If the answer of the department manager or his designate is not satisfactory to the Union, it may be appealed therefore by lodging an appeal in writing to the Manager Human Resources or Vice President Operations or designate within four (4) working days of the Company's delivery of the department manager's or designate's decision. Thereupon the grievance shall be placed upon an agenda for consideration at a conference between the Company and the Shop Committee which shall be held within ten (10) working days of the department manager's, or designate's decision. The Company's decision on the grievance shall be given in writing within four (4) working days following the conference, and if the decision is still unsatisfactory to the Union, the grievance may be submitted to arbitration.

The parties agree that once a grievance has been appealed under this provision, the parties will mutually agree to set up a conference meeting within the ten (10) working days.

- 8.04 The agenda for the conference provided in Step 2 above shall be supplied by the Chairperson or his/her designate of the Committee to Management at least twenty-four (24) hours before the conference at which the appeals thereon are listed for discussion. All grievances appealed under this provision up to 24 hours prior to the scheduled conference meeting, will be discussed at that meeting unless mutual agreement has been reached to move it to the next scheduled meeting. The Union may request for the grievor to be present at the meeting if the grievor is on shift and the grievor may be present only while their grievance is being discussed.
- 8.05 The time limits set forth in the grievance and arbitration provisions herein may be extended, in writing, by mutual agreement of the Union and the Company.

However, if the Company or Union fail to meet the time limits set out in this article, the grievance shall be deemed ruled in favour of the other party. Such deemed ruling shall be non-precedent setting.

- 8.06 For the purpose of the time limits prescribed in this Article, recognized company paid holidays defined in Article 28, Saturdays and Sundays and declared full or partial plant shutdowns will not be considered. Time limits may be extended with written mutual agreement between the parties. The work week shall be deemed to be Monday through Friday and the work day shall be deemed to end at 3:00 p.m.
- 8.07 All responses to any written step of the grievance procedure must be in writing and initialed by a member of the Shop Committee or their designee, giving the date and time of such response.

## **ARTICLE 9 - ARBITRATION**

9.01 If either parties' decision given following the conference in Step 2 of the Grievance Procedure *is* not satisfactory to the other party, such grievance may be submitted to arbitration provided written notice of appeal to arbitration is served within thirty (30) calendar days of the delivery of the decision appealed from. The party giving notice shall also notify the designated Arbitrator. Both parties agree that the following Arbitrators shall be used to arbitrate grievances:

1. Gail Brent
2. E.E. Palmer
3. Brian Etherington
4. Ted Crljenica
5. Michael Watters.

Arbitrators shall be designated in numerical order. When an Arbitrator is not available within sixty (60) days or any other time limit mutually agreed to by the parties, he will be by-passed in favour of the next Arbitrator in numerical order.

The decision of the Arbitrator shall be final and binding on both parties. The cost of the Arbitrator shall be shared equally by the Company and the Union.

The company will pay the wages of the Shop Committee while attending arbitration not to exceed eight (8) hours per person, per day.

- 9.02 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such a penalty.
- 9.03 All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view any disputed operations involved in the grievance.
- 9.04 Any allegation by either the Union or the Company that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance, if by the Union to Management and if by the Company to the Chairperson of the Committee.

Thereafter the policy grievance shall be dealt with at Step 2 of the Grievance Procedure and failing satisfactory settlement at the conference, the policy grievance may then be appealed to an arbitrator in accordance with the time limits and procedure herein provided for arbitration.

## **COMMISSIONER SYSTEM**

- 9.05 As an alternative to the regular arbitration procedure provided for herein, the parties may, in writing, refer a grievance for final and binding arbitration to a Grievance Commissioner, selected by mutual agreement of the parties from the following list:

Michael Watters  
Ted Crljenica  
Brian Etherington



The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed pursuant to the regular arbitration procedures provided for herein.

Each party shall have the opportunity to refer grievances unilaterally to the Grievance Commissioner to a maximum of three (3) days for each party per calendar year. After these maximums are exhausted, the parties may mutually agree, in writing, to refer other grievances to the Grievance Commissioner. Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:

- i) The decision of the Grievance Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of this Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of this Agreement;
- ii) The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union;
- iii) The Union and the Company shall each be responsible for one half of any fees or expenses charged by the Grievance Commissioner;
- iv) The parties shall meet at least thirty days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts will be put together

in a Joint Agreed Statement of Facts by the parties. In addition, a joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case. Both the Agreed Statement of Facts and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the commencement of the grievance hearing;

- v) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence;
- vi) The Grievance Commissioner shall be required to render his decision, in writing, together with a brief written reason, within seven (7) days of the conclusion of the hearing.

It is understood and agreed that any grievance can be referred to a Grievance Commissioner excluding any grievances related to 3.03. In addition, policy grievances and grievances related to termination can only be referred upon mutual agreement of the parties.

It is understood and agreed that any grievance that is referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.

## ARTICLE 10 – DISCHARGE/ DISCIPLINARY ACTION

### DISCHARGE/SUSPENSION PENDING INVESTIGATION

10.01 a) When an employee has been discharged on the Company premises or suspended pending investigation, he shall have the right to the following before leaving the plant:

- i) be informed promptly in writing of the reason therefor;
  - ii) if such an employee is absent from the plant at the time the action is taken, management will send to the employees last known address written notice of discharge or suspension pending investigation.
  - iii) be advised by the Company that he may be interviewed by his Union Representative in private for a reasonable period of time, prior to leaving the Company premises. The employees' pay will be continued during the period of the interview but shall not exceed one (1) hour. This shall not apply if it is necessary to immediately remove an employee to protect other employees or company property.
- b) The termination of a probationary employee shall be considered for *just* cause unless the termination is contrary to the provisions of the Ontario Human Rights Code, or if the termination is arbitrary, discriminatory or in bad faith.
- c) Any discharge shall be imposed within three (3) working days of the infraction or from the time the company was aware of the infraction.
- d) The company agrees to promptly investigate all incidents where an employee has been suspended pending investigation.
- i) Such investigation shall be completed within three (3) working days of the infraction or from

the time the company was aware of the infraction, unless the parties agree to an extension of the time limits.

- ii) Once the investigation is complete, the company will meet with a representative of the union to discuss its decision. Any subsequent discipline, up to and including discharge will be imposed at the conclusion of this meeting.
- iii) If new information is brought forth during the meeting in (ii) above, the company will consider the information and subsequent discipline will be imposed within three (3) working days of the meeting, unless the parties agree to an extension of the time limits.

## **DISCIPLINARY ACTION**

- 10.02 When discipline (verbal warning, written warning, suspension) is to be imposed by the Company, said discipline shall be imposed within three (3) working days of the infraction, or from the time the Company was aware of the infraction. An employee will not be disciplined until all of the facts have been discussed by the Company and a representative of the Union.
- 10.03 If the time limits in this article are not strictly adhered to, the discipline will not be imposed or recorded. These time limits may be extended by a written agreement of both parties.
- 10.04 Either a committeeperson or a steward or an alternate steward must be present at all meetings between the Company and one or more of its' employees where the purpose of such meeting is the administration of discipline. In the event the Company requests an employee for a meeting for the purpose of investigating or to receive a written statement that may result in discipline being imposed, the Company will ask the employee, prior to the commencement of the meeting, if he wishes to have a union representative at the meeting, such request will be honoured by all parties.

- 10.05 A claim by an employee that he has been wrongfully suspended, or discharged, shall be lodged in writing with the Manager Human Resources or Vice President Operations or designate within three (3) working days of such suspension or discharge and shall be dealt with at Step 2 of the Grievance Procedure, and failing satisfactory settlement at the conference, the special grievance may then be appealed to an arbitrator in accordance with the time limits and procedures herein provided.

## **ARTICLE 11 - DISCIPLINARY RECORD**

- 11.01 A record of discipline shall remain on an employee's record for a period of twelve (12) months from the date of the offence. At the end of such time, the disciplinary infraction will not be used against the employee in any manner. However, the most severe discipline on file for similar offences will be the one on which subsequent discipline will be based.
- 11.02 The Company undertakes that it will not conduct pre-employment drug tests or drug tests for disciplinary purposes during the term of this agreement.
- 11.03 The Company undertakes that it will not conduct pre-employment drug tests or drug tests for disciplinary purposes during the term of this agreement.
- 11.04 The company agrees to provide notice to the union confirming removal of discipline from an employees file resulting from a grievance settlement.

## **ARTICLE 12 – SENIORITY**

- 12.01 An employee will be considered to be on probation and not to be placed on the seniority list until after he has been in the employ of the Company and has complet-

ed four hundred and eighty (480) actual hours worked within a period of twelve (12) months. Upon completion of seniority acquisition his seniority date shall be his date of hire. Each employee will be assigned a master number which shall reflect their order of hire. Where employees have the same seniority date they shall be listed on the Seniority list in alphabetical order.

- 12.02 A seniority list of employees shall be maintained and updated each three (3) calendar months by the Company on a plant-wide basis and shall show the seniority of each employee.
- 12.03 On a one time only basis an employee may be promoted to supervision or an excluded position, will maintain seniority as of the date of transfer if and only if the Company decides to return the employee to the bargaining unit within ninety (90) days from the date of the employee's date of promotion.
- 12.04 The seniority rights and employment of an employee shall cease for any of the following reasons:
- a) If an employee voluntarily quits his/her employment.
  - b) If an employee is discharged and such discharge is not reversed through the Grievance Procedure.
  - c) If an employee fails to return to work within three (3) consecutive scheduled working days after receipt of a notice of recall issued by the Company and sent registered mail to the last known address of the employee shown in the Company's records or six (6) scheduled working days from the day the Company mailed the registered letter, whichever is later, or fails to make definite arrangements with the Company, during the aforementioned period to return, unless the employee furnishes reasonable excuse for such failure.
  - d) If an employee fails to report to work upon the expiration of any leave of absence, without reasonable excuse.

- e) If an employee is absent for more than three (3) consecutive working days without reasonable excuse.
- f) If an employee with less than twelve (12) months seniority is laid off work for a period in excess of twelve (12) months, or if an employee with twelve (12) months or more seniority is laid off work for a period in excess of thirty-six (36) months or his length of service whichever is greater.
- g) If an employee engages in gainful employment while on leave of absence from the company or refuses to return to work following receipt of the notice in c) above for purposes of being gainfully employed with another company or person.

12.05 The members of the Shop Committee will be retained at work, notwithstanding their position on the seniority list, so long as work is available which they are able to satisfactorily perform.

12.06 In the absence of the Chairperson, copies of discharges and written notices of layoff or recall will be hand delivered to another member of the Shop Committee, or in their absence, to the designated Union Representative.

## **EARLY SAFE RETURN TO WORK**

12.07 The Company and the Union value the goal of injury prevention by maintaining a safe and healthy work environment. The Company and the Union agreed to jointly assist workers injured at work in Early Safe Return to Work (ESRTW). All ESRTW activities will be consistent with the applicable legislative requirements. The Company and employee responsibilities are defined in the applicable legislation including but not limited to reporting, cooperation and rehabilitation. This document will not limit the rights and /or obligations of the Company, the Union or the employee prescribed in the legislation. In order to accomplish this goal *in a joint manner*, the following will apply; howev-

er, the company reserves the right to incorporate any or all of the following options for the placement of the employee based on the feasibility and the impact to the operations:

When it becomes apparent to the employee that they have sustained a work related injury, the employee will notify the Company as soon as practical in accordance with the injury reporting procedures.

If medical intervention is required, the Company will provide the employee with a Functional Abilities Form (FAF). The employee will provide the appropriate medical practitioner with the FAF. The employee will request that the FAF be completed by the medical practitioner.

The Company, the Union and the employees will review the completed FAF to assess whether the employee can perform the essential duties of their pre-injury job/occupation, or, alternatively, potential suitable and available work in which the employee can participate, job modification ,etc.

When an employee is declared fit to return to modified duties by the Board and/or the employees' personal physician and possessing the seniority to return to work he/she may also be returned to a job within the bargaining unit, within his/her physical capability, providing the affected employee agrees to move to the vacant job. The displaced employee will be paid at their regular rate of pay plus \$2.50 per hour for each hour worked during the period of their displacement. The company will monitor the progress of the returning employee and this modified work period may be terminated at the discretion of the company. At this time the displaced employee will be returned to his regular job at the regular rate of pay.

The employee will advise the Company if the injury will require ongoing offsite medical attention including the anticipated schedule. In addition, the employee may be required to attend for medical evaluation(s) by the



medical practitioner to assess the recovery process. A definitive recovery time line should be established during the process.

When participating in an ESRTW program, the Company, employee and the Union will complete the Light Duty Report, stating the work assignments. The employee and a Company representative will complete the Daily Activity Log Sheet formalizing tasks accomplished on a daily basis, while participating in the ESRTW program.

The employee will return to full unrestricted duties in their pre-injury job/occupation after the employee has attained the medical practitioner's approval, or by release from WSIB.

When necessary, the workplace parties may solicit the WSIB to facilitate the ESRTW program as prescribed by the legislation. The Company and the Union acknowledge that the procedure may be modified as necessary to remain consistent with legislative changes.

Note: Employees participating in an ESRTW program will not be deprived of being allowed to work scheduled overtime if they are performing the work on a regular production job for 8 hours a day and their job is scheduled to run on overtime. This will not include those employees who are working on a created or made up job.

## **ARTICLE 13 - LAY-OFF AND RECALL**

### **LAYOFF**

- 13.01 In the event that there is to be a reduction in the number of employees in a classification, affected employees will be displaced in the following manner:
- a) All probationary employees shall be laid off first on a plant-wide basis, provided the remaining employees are able to satisfactorily perform the work to be done.

- b) Further reductions will be made in accordance with seniority whereby the employee with the least amount of seniority is displaced first, and so on, provided the remaining employees are able to satisfactorily perform the work to be done.
- c) An affected employee will first be returned to his most recently held classification(s), in reverse chronological order, seniority permitting. If the affected employee has no former classification, or if there is no employee in any former classification with less seniority, he will be permitted to bid for vacancies created by the layoff in accordance with the job posting procedure described in article 14.01.
- d) In the event of an indefinite layoff that results in employees in classifications other than operator being affected, the affected position will be filled by the backup person subject to Article 14.04 (g).

In cases where there is no qualified backup person, the company will post these non-operator positions pursuant to the provisions of Article 14.01 (b) of the collective agreement. The company will allow all successful applicants to attempt to qualify for such positions, in order of seniority.

In the event that a qualified bid is not received the company will meet with the Training Committee to review the qualifications of the applicants in accordance with Article 14.01 (b).

If no employees meet the requirements following the meeting above, the laid off employee from the non-operator classification will be returned to his position without any claim for retroactive pay for such period. In the event, the backup is deemed qualified during the layoff period, the backup will displace the returned employee in the classification and this employee will be laid off.

- e) The Union chairperson or his designate shall be given the opportunity to be present while employees are exercising their bumping rights. Employees who are in a position to exercise their bumping rights must do so without delay.
- f) An employee electing to be laid off according to Article 13.07, does not have bumping rights as described herein.
- g) In the event of a layoff that is to exceed five (5) working days or more, it is the intent of the Company to provide impacted employees with a minimum of five (5) days notice of such layoff, or in the case of a layoff that is less than two (2) working days it is the intent of the Company to provide impacted employees with forty-eight (48) hours notice, unless the Company is otherwise unable to meet the designated notice time frame identified due to circumstances beyond the control of the Company. Failure to provide notice as specified above will result in the Company paying to the employee(s) who have not been given adequate notice lost wages for this notice period.

13.02 In the event of a layoff which lasts longer than one day a reduction in the work force shall be in accordance with the layoff procedure set out in 13:01 above. In the event of a reduction of the workforce during a shift or a reduction that is anticipated to be one day or less, the employees at work on the line or jobs affected shall be offered voluntary layoff in order of seniority. If there are not enough volunteers, TPTs, and probationary employees will then be sent home, in that order. Then, seniority employees on the shift in the affected classification shall be sent home in reverse order of seniority. This Article will not be used to send employees home by canceling a line that has met production requirements.

If the reduction extends into or affects shifts that are not at work at the time, employees will be called at home in reverse order of seniority and told not to report in to work.

- 13.03 Employees who are at work but reduced from a non-operator classification will become the Primary Qualified Back ups on shift in that classification. The Primary Qualified Backups will be used in order of seniority as required. Primary Qualified Backups can be assigned in reverse order of seniority if there are not enough volunteers from the Primary Qualified Backup pool on shift.

Qualified Backups who have not been reduced from their classification (ie. who posted into the position of backup) will not be utilized until all Primary Qualified Backups on shift have either accepted or been assigned work in the classification for which they are the backup.

For vacancies in excess of 10 days the above process will be followed by seniority regardless of shift.

## **RECALL**

- 13.04 The reduced employees referenced in Article 13.03 will be the first person returned to the classification if there is an increase in the number of positions in the classification. Backup employees who have been displaced per Article 13.03, will be given first consideration when a backup vacancy occurs in the above classification.
- 13.05 a) Employees will be recalled to work in reverse order of layoff provided they are able to perform the work to be done.
- b) Employees returning from layoff will be assigned to their former job, seniority permitting, when vacancies develop. The above vacancies will be kept open for thirteen (13) weeks from the date of layoff, or, in the case of operators, the earlier of thirteen (13) weeks from the date of layoff or until the first job selection following the date of layoff.

- c) Upon completion of thirteen (13) weeks, the following employees will be given the job:
  - i) an employee posting into a vacancy due to a lay-off, or
  - ii) a qualified backup assigned to a vacancy due to a layoff, or
  - iii) any other employee assigned to a vacancy due to a layoff.

13.06 Where an employee has been sent a letter of recall in Article 12.04 c) and the Company finds it must recall the employee on a date prior to the date of recall set out in the letter, the Company will telephone the employee, in the presence of a union representative, on a daily basis until contacted or message left to advise them of the earlier date of recall.

In the event the date of recall is immediate or falls within the six day period of Article 12.04 c), the Company will telephone the employee in the presence of a union representative, on a daily basis until contacted or message left, until the expiry of the six day period.

In either of the cases above, a junior employee may be used, in order of seniority, until the senior employee returns to work.

Where a letter of recall is sent out, a copy will be supplied to the Union immediately in accordance with Article 12.06.

## **LAYOFF OUT OF SENIORITY**

13.07 a) When employees are to be laid off in accordance with Article 13.01 of the collective agreement, senior employees will have the right to elect layoff provided junior employees are able and available to perform the required work. An employee's decision to elect layoff will be irrevocable.

b) Upon recall, the following provisions apply:

- i) if recalled to a classification other than their own, the employee may elect to decline the recall without affecting their recall rights to their own or other classifications, or
  - ii) if recalled to their own classification, the employee must return in accordance with the provisions of this agreement, or
  - iii) in any event, an employee who elects layoff under the terms of this article, must report back to work upon the expiration of thirteen (13) weeks from the first day of the layoff. Such employees will be returned to their current classification, seniority permitting.
- c) Employees who remain at work due to a higher seniority employee electing layoff out of seniority will be deemed to be working under the notice of layoff. This notice will satisfy the Company's obligations under the Employment Standards Act.
- d) An employee who elects layoff out of seniority will be advised of his/her return to work date. It will be the employee's obligation to contact the Company two (2) regular working days prior to the return to work date in order to find out to what job and/or on what shift they are returning.
- e) Employees on voluntary layoff are not eligible for weekday overtime. Employees on voluntary layoff may sign a waiver at the time of layoff not to be called for weekend overtime during the period of the layoff. Employees laid off under this provision shall not be called for weekend overtime until all eligible employees remaining at work have been asked. Employees who are offered weekend overtime must work at least one day on the weekend (Saturday, Sunday or holiday in the event of a long weekend) or it will count as a "refused weekend". An employee who has two "refused weekends" during their layoff will be ineligible for further weekend overtime for the duration of their layoff.

## **SUBCONTRACTING**

- 13.08 In no event shall any bargaining unit employee who normally performs any work in any classification that may be in question, be laid off out of the plant as a result of such work being removed or being performed by an outside contractor in or out of the plant, provided the existing employees in the affected classification are qualified and are able to perform the work cost effectively and in the required time. Also, the company will not sub-contract out work normally performed by bargaining unit employees if as a result of such contracting out, the number of employees in a classification are reduced or, if the contracting out reduces the employees' regular work week as defined in Articles 17.03 and 17.04 of the collective agreement.

The company will give the union a 5 day advance notice, where possible, of the plant's intent to sub-contract work normally performed by bargaining unit employees. At the request of the union the company will meet with the union to discuss the nature, scope and approximate dates of the work to be performed and why the company is planning to subcontract the work in question. At such meeting the company will afford the union the opportunity to discuss the company's plans and will consider at the union's requests to return the work in house provided the existing employees in the affected classification or employees in other classifications who have exhibited skills in the workplace similar to the work in question, and are qualified and able to perform the work cost effectively and in the required time.

The company and the union agree that it would be beneficial to have bargaining unit employees from the affected classification work with outside contractors whenever possible for the purpose of efficiency and training of our employees.

Work performed for the purpose of service contracts or warranty will not be subject to this provision.

## **ARTICLE 14 - POSTING OF JOBS, BACKUP POSITIONS, JOB SELECTIONS, TEMPORARY TRANSFERS and SWITCHING SHIFTS**

### **POSTING OF JOBS**

#### 14.01 a) Temporary Vacancies - Non-Operator Classification:

- i) During a temporary vacancy of ten (10) working days or less, or, during the posting procedure of if the C decides to fill such vacancy it will be filled in the following order:

The Company has the initial option of filling the vacancy by;

- 1) By offering overtime within the classification;  
or
- 2) By moving the backup on shift,

Or when the above options have been exhausted, the Company will fill the vacancy by;

- 3) By temporary transfer in accordance with Article 14.06; or
  - 4) By recalling employees from layoff in accordance with Article 13.
- ii) When a job is temporarily vacant in excess of ten (10) regular working days, it will be filled by the appropriate back up employee provided they can do the work to be done. In cases where there is no backup who can perform the work to be done, the vacancy will be temporarily posted in accordance with the posting procedure of this agreement. At the completion of a temporary assignment, the employee will return to his regular job.

#### Temporary Vacancies – Operator Classification:

- iii) Temporary vacancies in the Operator Classification will be filled in accordance with Article 14.06.



For temporary vacancies in excess of 10 working days, vacancies will be posted in accordance with Article 14.01 b).

If the Company is aware that a temporary vacancy will exceed 10 days, then the Company will post the vacancy immediately.

Employees holding a classified position may not take a temporary bid to an Operator position.

b) New Jobs or Permanent Vacancies

Whenever new jobs or permanent vacancies occur, notice of such vacancies or new jobs shall be posted in the plant on the bulletin board for a period of three (3) regular working days, subject to Article 14.04 (g). The posting will include the classification, the shift, a brief job description, the required qualifications, and the rate of pay. At the time the job is **posted**, a copy will be given to the union chairperson. The most senior applicant will be given the job provided that he has the skill and ability to satisfactorily perform the work to be done. If a qualified bid is not received, the Company and the Training Committee will review the qualifications of the applicants before the Company hires a person from outside the bargaining unit. The successful job applicant will be given five (5) days training in his new job, if necessary. However, the following classifications may require up to fifteen (15) days training (the fifteen (15) day training period may be reduced or extended by mutual agreement):

Non-skilled Trades

Q.C. Technician  
Process Technician  
Crib Attendant  
Set-up Technician  
Q.C. Receiving/Salvage Inspector  
Inventory Control  
Receiver Coordinator

Skilled Trades

Maintenance Technician  
Electrical Technician  
Heating & Cooling Technician

R&D Prototype Technician  
R&D QC Technician  
COMET Relief Coordinator  
Q.C. Lab Technologist

The Company reserves the right to stipulate in the posting of a job any reasonable requirements which will be needed by the applicants.

- c) i) **All** successful job applicants shall be reclassified after successful completion of their training period and shall be entitled to the wage rate for the new job or vacancy at this time.
- ii) Vacancies in the operator classification resulting from the second successful bid shall be filled by the Company in order of seniority with employees who are not allocated to a job. Employees accepting or assigned to cover a vacancy resulting from the second successful bid, will cover such vacancy for the duration of the vacancy or until the next job selection, whichever comes first.
- iii) Employees on any leave including WSIB and S&A can apply to any job posting provided they can return to full unrestricted duties within 30 days of the expiration of the posting.
- d) The training period shall act as the new job probationary period for the employee. In non-operator classification, where, upon reasonable grounds, it is decided that the employee is not fully capable of performing the duties of the new job, the employee will be returned to his former job and such disqualification shall not be counted as a successful bid with respect to 14.01 (e) below.
- e) Employees will be allowed one (1) successful bid every three (3) months, but successful bidders on those jobs that require up to fifteen (15) days training as outlined in 14.01 (b) will be allowed one successful bid every six (6) months. These restrictions

will not apply to jobs of higher monetary value, or steady day shift jobs.

Employees who voluntarily resign from their classification will have the right to re-bid for the same classification(s) as long as they have passed the time limit prescribed in 14:01 (e)

Operators posting within the operator classification will be allowed one successful bid every 30 days. This restriction will not apply to the ability to bid on steady day shift jobs that may occur in the classification.

For clarification, a successful bid is a bid where the employee is awarded the job whether it is temporary or permanent.

- f) For purposes of this collective agreement the parties have agreed to the following definitions for permanent vacancy, temporary vacancy and vacancy created as a result of layoff
  - i) Permanent Vacancy: A permanent vacancy is created as a result of a resignation, promotion, demotion, termination, retirement, or death of an employee or any temporary vacancy resulting from a temporary increase in manpower for a period of more than thirteen (13) weeks. A permanent vacancy will be filled in accordance with the job posting provisions of Article 14.01 of this agreement.
  - ii) Temporary Vacancy: A temporary vacancy is created due to any absence of an employee including vacancies resulting from a temporary layoff or the Company decides to temporarily increase the number of employees in a classification. A temporary vacancy will be filled in accordance with Article 14.01 (a) of this agreement.
  - iii) Vacancies created as a result of layoff: A vacancy created in any classification as a result of lay-off will be filled in accordance with Article 13 of this agreement.

- 14.02 The rate of pay for a new classification will be negotiated by the Union and Company within fifteen (15) working days following the establishment of the new classification. If an agreement is not reached between the parties, it will be the subject matter for the grievance and arbitration procedure. In the event the arbitrator rules that the rate is higher, the employee shall receive retroactive pay to the date the employee successfully completed his training period on the new job.
- 14.03 The Company agrees to post the results of the job posting within five (5) days of the expiration of the posting. The successful applicant will be placed in the new position as soon as reasonably practical. However, if this period exceeds ten (10) working days, said employee will receive the rate of pay of the job to which he is moving, or his own rate, whichever is greater. The period may be extended by mutual agreement between the parties.

For jobs where the posting requires testing, testing will be arranged within one (1) week of the posting coming down.

## **BACKUP POSITIONS**

- 14.04 The parties agree to recognize the concept of backup positions into non-operator classifications. There will be three types of backups: (1) Backups – an employee that has achieved the status of backup but has not met all of the minimum qualifications of the Qualified Backup /regular position.(2) Qualified Backups – an employee that has achieved the status of backup and has met all of the qualifications of the regular position. A qualified backup is deemed to be capable of performing the work to be done. (3) Primary Qualified Backup – an employee who currently holds a position in the classification but has been reduced.
- a) Postings will occur when new backup positions are created, or when the Company increases the number of backups required for any given classification, or when an existing backup position becomes vacant.

- i) Classified employees will not be entitled to hold more than one (1) Qualified Backup position. In addition, if they are reduced to another classification, they may hold the Primary Qualified Backup position from the classification from which they are reduced.
  - ii) Operators, who do not also hold a Primary Qualified Backup position from a classification, will be entitled to hold two (2) Qualified Backup positions.
- b) Qualifications will be set out and published for each position and such qualifications must be reasonable. Among the qualifications will be **the** willingness of the backup person to switch shifts as necessary to fulfill their responsibilities.
- c) Applicants that meet the minimum qualifications for the backup position will be awarded the position on the basis of seniority. Those awarded the backup position will be advised of the qualifications of the corresponding regular position and the time period in which the person is expected to achieve these qualifications. Progress made toward these qualifications must be regular and demonstrated to the satisfaction of the Company. Failure to make the expected progress may result in disqualification.
- d) i) As a backup person progresses toward achieving the full qualifications for the regular position it is normally expected that education requirements will occur on the employee's own time.
- ii) Training for Process Technicians

During the 2006 negotiations, the parties discussed the subject of establishing the training for the Process Technician Classification.

The Company agrees to establish a committee comprised of the Plant Chairperson, an employee working in a technical classification, a

General Supervisor and representative from Human Resources to establish and implement the following training program required for all current and future employees in the Back up (Not deemed Qualified) program for the classification of Processto be deemed qualified. The parties agree to meet within sixty (60) days of contract ratification to formalize the procedure of the training program.

Such criteria shall be inclusive of the following:

1. The employee must complete a minimum of eighty (80) hours on the job training with a regular technician or qualified backup who shall be recognized by the company commencing after being successful with the Back up posting. Such employees will be required to complete training outside of their normally scheduled shifts unless otherwise scheduled. The employee will receive pay at his/her straight time normal hourly rate while completing this training.
2. At the completion of the training in (1) above, such employee will be required to successfully complete a test determining the employees capability of completing the minimum requirements of the regular Technician position. Such test will be both written and practical and a score of 60 % or better will deem the employee being successful.
3. If the employee fails to complete such testing successfully, he/she will be deemed disqualified. Such testing must be completed within six (6) months from the commencement of such training. Extensions to this time limit may be granted due to layoff, long term illness, or extended leave of absence.
4. In-addition to the above criteria, such employee must demonstrate in accordance

with 14.04 (c) above, their progress made with successful completion of other educational requirements for the position. Such requirements must be a minimum of one (1) educational requirement every twelve (12) months after being designated as the back-up. (This requirement shall commence for all current back ups upon ratification of this agreement). Failure to make expected progress may result in disqualification.

- iii) The backups for all other classifications will receive training in accordance with article 14.01 (b). Such training will be paid at the employees' straight time normal hourly rate.

The Training Committee will determine the effectiveness of this provision; and if it is deemed to be insufficient, such committee will recommend the required changes for implementation.

- iv) In addition, when necessary, a committee composed of the Plant Chairperson and an Human Resources representative may be convened to discuss training for all other backups. Each member of the Committee may have an advisor from the classification if they wish.
- e) All Backup employees will be paid the rate of pay of the classification in which they are working.
- f) After fulfilling the terms and conditions of Articles 13.01 (c) and 13.03 regarding the return of employees to classifications they have previously held, the qualified backup person will be the first person transferred to the regular position in accordance with 14.01 (a) of this agreement.
- g) In the event that a permanent vacancy occurs in a classification where there is a qualified backup per-

son, it will be filled by moving the qualified backup person into the permanent vacancy.

- h) Employees in a backup position will have the right to serve notice giving up their status as a backup. Such notice shall be provided to the Company in writing.
- i) For employees holding backup positions, once they are assigned to cover a vacancy as set out in Article 14.01, they will remain in that position until the vacancy no longer exists.
- j) For employees holding more than one (1) backup position, once they are assigned to cover a vacancy they will remain in that position until the vacancy no longer exists. Should a subsequent vacancy arise for which they are also the backup, while they are already assigned to cover another vacancy, they may move to that position ten (10) days after giving notice to the company of their intention to move, provided there is another backup available for the initial vacancy.
- k) The company endeavors to assist employees with their request to switch shifts or make alternate arrangements for the purposes of accommodating educational requirements.

## **JOB SELECTIONS FOR PRODUCTION OPERATORS**

- 14.05 a) The Company will allow all employees in the operator classification to select a job and shift according to seniority. The Union executive will conduct the job pick process. The Company will provide the Union with the necessary information pertinent to job selection.
- b) The job selection process will begin during the month of May of each year and will be effective on the first shift change weekend in June of each year. The job selection process will be completed one week prior to the first shift change weekend in June.



- c) All selections *must* be made without delay, and those who are absent during the selection process for any reason but will be returning to work within one (1) month following the commencement of the selection period, will be entitled to put their selections (job and shift) into the company, through a Union representative.
- d) Employees who do not exercise their right to a job selection according to the above procedure will be assigned to an available job by seniority.
- e) Employees wishing to change their job and/or shift may also exercise their seniority rights through the job posting procedure.
- f) One month prior to the annual job pick the Company will identify, in the operator classification which jobs will have added or changed duties in order to allow the operators a chance to select the jobs according to how it will operate.  
If a job is cancelled the operator will become unclassified.
- g) Employees who do not exercise their right to a job selection according to the above procedure will be assigned to an available job by seniority.
- h) Employees wishing to change their job and/or shift may also exercise their seniority rights through the job posting procedure.
- i) One month prior to the annual job pick the Company will identify, in the operator classification which jobs will have added or changed duties in *order* to allow the operators a chance to select the jobs according to how it will operate.  
If a job is cancelled the operator will become unclassified.

## **TEMPORARY TRANSFERS**

- 14.06 a) A temporary transfer can occur when an employee's job is not running for any reason, and the employee is moved to another job in his classifica-

- tion or in another classification for a period not to exceed ten (10) regular working days. This time period may be extended by mutual agreement between the parties.
- b) When a temporary transfer within the same classification is required for any reason, the affected employee may be transferred within his classification on the same shift. When two or more employees are affected concurrently, the affected employees may be transferred within their classification on the same shift on the basis of seniority.
  - c) When a temporary transfer from one classification to another is required for any reason, the Company will choose the employee(s) considering seniority and the ability to do the job. Senior employees who are able to perform the required work, may decline a temporary transfer only if there are less senior employees on the same shift who can perform the work, and provided all required work can be adequately performed by employees at work. Under these circumstances, employees so affected shall be paid the rate normally paid for the job they are performing or their own rate, whichever is higher.
  - d) Temporary transfers will not be abused to avoid the job posting and/or overtime provisions of the collective agreement.

## **SWITCH SHIFTS**

14.07 The Company agrees to provide a system for employees to switch shifts, providing two (2) employees are within the same job classification on different shifts. The employee switching shifts will work the job of the employee with whom he switches. Management must approve any switch shift and this approval will not be unreasonably withheld. If for any reason, either employee cannot perform the required work, the switch will be cancelled. Employees wishing to switch shifts will complete the appropriate form at least forth-eight (48)

hours prior to the date of the switch and submit the form to their respective supervisors. In no way will a switch shift result in the payment of overtime, nor will it result in an employee working more than twelve (12) consecutive hours, for safety reasons.

For clarification, employees are allowed to switch for as many days as required. However, the switch is subject to the limitations contained in Article 18.02 'i') (i.e. employees work the weekend overtime block on the same shift as their last regularly scheduled shift whether it is their home shift or switch shift).

Once a switch shift has been approved, the employees will not be allowed to voluntarily withdraw from the switch unless both employees agree.

## **ARTICLE 15 - LEAVE OF ABSENCE**

- 15.01 a) The Company may grant a leave of absence without pay to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on leave of absence. A leave of absence shall not exceed sixty (60) calendar days.
- b) Effective 2004 calendar year and continuing, the Company will grant leaves of absence without pay to up to fifteen (15) seniority employees for legitimate personal reasons between May 15th and September 30th of each calendar year provided the employee can be replaced in his position by an available backup or a TPT. Employees will continue to accumulate seniority while on leaves of absence. Individual leaves of absence will not exceed sixty (60) calendar days. In the non-operator group, no more than 2 people can be off in the classification at the same time. Employees who require an emergency leave of absence will not be denied a leave due to any restrictions outlined herein. In the event there are more employees who apply for a leave under this section than the num-

ber allowed above, the Company may grant these leaves in accordance with 15.01 a) provided the Company is still able to operate efficiently.

- c) All leaves will be granted on a first come first served basis. An employee requesting a leave of absence shall do so in writing at least two (2) weeks prior to the commencement of the requested leave except in cases of emergency, in which case, a reply will be given as soon as possible and such leave will not be unreasonably withheld by the Company. The Company will respond to such a request in writing within one (1) week. The Company will provide the Union with a copy of a leave of absence authorization form.

## **UNION LEAVE**

- 15.02 a) A leave of absence without pay shall, upon the application of the Chairperson, be granted for any member of the Shop Committee and, if necessary, for up to three (3) members of the bargaining unit to attend to Union business provided the request is made in writing to a Company representative at least one (1) working day prior to the commencement of the leave of absence. The Company will pay lost time for all Union leaves under this article to employee at their hourly rate of pay, and such hourly rate of pay will be reimbursed by C.A.W. Local 195. The company will supply a copy of any reimbursement bills to the plant chairperson for verification, prior to submitting the bill to C.A.W. Local 195.
- b) The Company may grant a Union leave of absence to employees wishing to attend Union sponsored training programmes. Such programmes will include but not be limited to harassment training, grievance handling, etc. The Union will provide the Company with at least five (5) working days advance notice of such leaves. Seniority and benefits will accumulate during the periods of leaves of

absence. Only one (1) employee may be absent under such leave at any given time, and no more than three (3) such leaves will be given in any calendar year. The Company will pay lost time for leaves under this Article to the employee at the appropriate hourly rate of pay and such hourly rate of pay will be reimbursed by C.A.W. Local 195. The Company will supply a copy of any reimbursement bills to the plant chairperson for verification, prior to submitting the bill to C.A.W. Local 195.

### **MATERNITY/PARENTAL/ADOPTION LEAVE**

15.03 The Company will grant employees maternity and *parental/adoption* leave in accordance with the provisions of the Employment Standards Act. However, employees will be granted maternity/parental/adoption leave for up to 12 months and seniority, benefits and pension contributions will be continued during this period.

Employees are required to provide written notice to the Company as per the Employment Standards Act (ESA) of intent to take this leave. Currently, the law requires the employee to provide two weeks notice to the Company of intent to take a leave under this sub-article. The two (2) week notice will be waived in special circumstances or emergency.

### **JURY/WITNESS DUTY**

15.04 Any seniority employee who is called to and reports for jury duty, or is subpoenaed as a Crown witness in a criminal proceeding, or is subpoenaed as a witness in a civil trial, shall be paid the difference between his/her regular hourly rate for each day lost. if the employee would otherwise have been scheduled to work for the Company on such day.

### **BEREAVEMENTLEAVE**

15.05 a) The Company will grant a paid leave of absence for five (5) consecutive working days, at the employee's regular rate of pay to a seniority

- employee in order that such employee may attend the funeral or make other arrangements in the case of the death of a spouse, common-law spouse of record, child or step child of current spouse of record, mother or father.
- b) The Company will grant a paid leave of absence for three (3) consecutive working days, at the employee's regular rate of pay to a seniority employee in order that such employee may attend the funeral or make other arrangements in the case of the death of a member of his immediate family - brother, sister, mother-in-law, father-in-law, grandchild, grandparent, step parent of current spouse of record, brother-in-law, sister-in-law.
  - c) Employees on approved leave or vacation will be entitled to bereavement pay as outlined above and will have their leave or vacation extended for the period of bereavement at their discretion.
  - d) The Company will grant a one (1) day paid leave at the employee's regular rate of pay to a seniority employee in order that such employee may attend the funeral or other arrangement in case of the death of an aunt or uncle; Employee will provide proof of attendance to qualify for this benefit for aunt or uncle.

## **IMPRISONMENT LEAVE**

15.06 The Company will grant an employee with seniority, a leave of absence without pay for a period not to exceed one hundred and twenty (120) days if the employee is convicted and jailed of an offence under the Highway Traffic Act or Criminal Code arising out of the operation of a motor vehicle on personal time. An employee shall only be entitled to such a leave once during the term of his/her employment.

## **EDUCATION LEAVE**

15.07 Provided an employee's course of instruction is related to their employment opportunities with Kautex Textron,

the Company agrees to introduce an education leave program for an employee with three (3) or more years of seniority wishing to further their education by full time attendance at a recognized college, university, trade or technical school. Such employee's may be granted a leave of absence for up to one (1) year under the following conditions:

- a) The employee must make written application to the appropriate Department Manager at least one (1) month prior to the commencement date of the program, stating the intended purpose of the leave and evidence they have been accepted as a full time student by the recognized college, university or school.
- b) The number of employees that may be absent at any one time shall not exceed five (5) plant wide and not more than one (1) per classification excluding material handlers and operators. The one (1) year period for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee and the company.
- c) On expiry of each term or semester, the employee shall provide the company with proof of attendance and successful completion of the course requirements with a passing grade point average. Such leaves can be terminated if the grade point average or attendance is unsatisfactory.
- d) All benefits shall continue to be paid in accordance with Article 30.02, and seniority will be maintained during the leave period. The employee shall become responsible for the full payment of premiums for any Health and Welfare benefits in which they are participating after the period provided for in 30.02 above.
- e) Such leave may be extended for additional periods not to exceed one (1) each year.

- f) Employees returning from such leaves must notify the company, in writing, of their availability and desire to return to work. The employee shall be returned within five (5) working days of providing such notice and shall be returned to the bargaining unit by displacing the most junior employee in the classification for which they held prior to their leave.
- g) The Company agrees to provide tuition reimbursement for employees who have successfully completed approved, work related courses, during the life of this agreement. Effective upon ratification, the amount of tuition reimbursement available to employees will be up to a maximum of \$1000 per calendar year.

#### **PAID EDUCATION LEAVE (UNION)**

15.08 The Company will pay 2¢ / per hour per employee for all compensated hours 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 Company to the following address: C.A.W. Paid Education Leave Program, 205 Placer Court, Willowdale, Ontario, M2H 3H9.

Provided the Company is still able to efficiently operate, the Company further agrees that members of the bargaining unit, selected by the Union to attend a 20 day PEL course will be granted a leave of absence for the 20 days per year to attend, provided no more than two (2) employees is absent on such leave at a time and provided that no more than four (4) employees will take such leave in a calendar year. Such leaves are without pay. Employees on Paid Education Leave will continue to accrue seniority, benefits and pension credits during such leave.

The Company will supply the Union and the Committee Chairperson with the following information when each



contribution is sent to the Paid Education Leave Program: the Local Union number, the bargaining unit(s) covered, the number of employees, the number of hours used in the payment calculation and the period of time covered.

15.09 All leaves of absence in this agreement are unpaid unless otherwise stated.

## **TUITION REIMBURSEMENT PROGRAM**

15.10 The Company agrees to continue its' practice of providing tuition reimbursement for employees who have successfully completed approved, work related courses up to a maximum of \$1000 per calendar year.

## **ARTICLE 16 - MISCELLANEOUS**

### **LOCKERS**

16.01 The Company will supply lockers for all employees.

### **UNION BULLETIN BOARD**

16.02 The Company will provide an enclosed bulletin board with a lock and key for the Union to post notices of Union activities, subsequent to all such notices being signed by the proper officer of the Union and approved by the Company. Such board will be located in the main aisle and will be no smaller than 3 feet by 3 feet.

## **ARTICLE 17 - HOURS OF WORK**

17.01 The regular work week for an employee shall be five (5) eight (8) hour days, Monday to Friday, although this shall not be construed as a guarantee of daily or weekly hours.

17.02 In a three shift operation, employees shall work an eight (8) hour day with a twenty (20) minute paid lunch.

- 17.03 a) The regular hours of work shall be:
- |            |                         |
|------------|-------------------------|
| Days       | 7:00 a.m. to 3:00 p.m.  |
| Afternoons | 3:00 p.m. to 11:00 p.m. |
| Midnights  | 11:00 p.m. to 7:00 a.m. |
- b) Employees in the operator classification must report to their work stations or for job selection five (5) minutes prior to the regular start time, in order to provide a one on one turn over of jobs.
- c) Employees in the production group (non operators) in the following classifications, line leader, clean up and relief positions will have a normal start time of:
- |            |                         |
|------------|-------------------------|
| Days       | 6:45 a.m. to 2:45 p.m.  |
| Afternoons | 2:45 p.m. to 10:45 p.m. |
| Midnights  | 10:45 p.m. to 6:45 a.m. |

Employees in these classifications, will report to the supervisor's office to select or be assigned to open positions in the operator classifications. At 5 minutes prior to the normal start time of the production operator, they will report to the line position they have been assigned or selected and will remain there until the job selection is completed and they are relieved from the line. They will return to the duties of their regular classification.

- 17.04 The Company may change these hours of work. However, the starting time will not be changed by more than two (2) hours without the consent of the Union. Should the Company need to change the starting time by more than two (2) hours, the parties will meet to discuss the matter with a view to resolving any differences in the best interest of the employees and the Company.

The Plant Chairperson of the Union and the affected employees will be notified of changes as far in advance as possible but no less than three (3) days.

The Plant Chairperson of the Union and the affected employees will be notified of changes as far in advance as possible but no less than three (3) days.

- 17.05 Employees working rotating shiftwork will rotate through the following schedule on a biweekly basis:
1. Midnights
  2. Afternoons
  3. Days
- 17.06 In the event the Company implements a 7 day/week operation during the term of this agreement, the Company and the Union will negotiate the necessary language required to implement a weekend worker plan based on employees working weekends only on 2 twelve (12) hours shifts (24 hours) and being paid for forty (40) hours work.
- 17.07 The Company agrees to a \$1.00 total premium for steady midnight shift under the following conditions: In the event the Company institutes a steady midnight shift, the positions on the midnight shift will be filled on a voluntary basis by seniority. In the event that there are not enough volunteers, the Company will assign employees in order of reverse seniority who signed a pre-conditional waiver. Once the employees are on midnights they will remain on midnights until the next job selection unless they successfully bid into a posting of higher monetary value or outside the operator classification.

## **ARTICLE 18 - OVERTIME AND OVERTIME RATES**

### **OVERTIME RATES**

- 18.01 Employees will be paid time and one-half their regular hourly rate for all hours worked in excess of eight (8) in one day or forty (40) in one week. Employees will also be paid time and one-half their regular hourly rate for all work on a Saturday and double time (2X) for all work on a Sunday.

## OVERTIME SCHEDULING

18.02 All overtime shall be on a voluntary basis, except, the Company shall have the right to require employees to work overtime in certain situations, subject to the following conditions:

- a) All employees who are capable of performing the required work will be offered the work on a voluntary basis.
- b) If insufficient employees volunteer to work overtime, the Company will advise the union and the union agrees to co-operate with the Company in providing sufficient qualified workers to perform such work.
- c) If there are still insufficient volunteers, the Company will be able to require the junior qualified employee in the classification on the shift to perform the work to a maximum of eighty (80) hours per contract year, per employee. A union representative will be present when an employee is called at home under this provision.
- d) Whenever a paid holiday falls on a Friday or a Monday, the overtime work for that particular weekend shall be on a voluntary basis;
- e) Overtime work on the weekend immediately preceding an employee's scheduled vacation or leave of absence shall be on a voluntary basis;
- f) A weekend production overtime notice will be posted on the plant bulletin board by Wednesday at 3:00 p.m., and employees will be required to identify their availability by inputting their selections into the automatic punch in OT system set up by the Company no later than Wednesday 7:00 pm for weekend overtime, or no later than the fourth hour of their shift for daily overtime. A posting confirming employees who will be working on the weekend will be posted by 3:00 pm on Thursday of each

week. If this procedure is not adhered to the week-end work will be on a voluntary basis. (Note: This applies to postings for OT by Wednesday 3:00 pm and to the confirming of employees who will be working on the OT by Thursday 3:00 pm.).

A posting confirming employees who will be working weekday overtime will be posted one (1) hour prior to the end of the shift where possible, but no later than 30 minutes prior to the end of the shift. Employees who cancel will not be charged double hours but the Union will address any problem with employees who persistently cancel.

- g) The Company will give consideration to employees who are unable to work mandatory overtime on a Saturday due to a documented legitimate reason provided by the employee at least twenty four (24) hours in advance of the Saturday shift. In this instance, the next senior qualified employee who has been required to work less than 80 hours of overtime that contract year will be required to perform the work. All hours worked on a Sunday shift will be on a voluntary basis.

Before the Company starts to mandate employees into the Operator Classification, the Company has to follow the procedures in Article 18.05.

When it is necessary to mandatory bargaining unit employees in the operator classification for Saturday overtime, the company will allow a minimum of thirty (30%) percent of the mandated operators per shift in order of seniority to be excused from working the overtime and be replaced with TPT employees in accordance with Letter of Understanding #8 of the collective agreement provided they are available for work. Such employees will **be** charged as having refused the overtime for recording purposes.

- h) The Company will allow employees to attend union membership meetings. The meetings will be sched-

uled every three (3) months on a Saturday and such that work interruptions due to these meetings will only effect the day shift operation of the plant. The union must provide written notice of such meeting to the Manager Human Resources and Vice President, Operations at least five (5) days prior to such meeting. The company and the union will work together to ensure all urgent customer requirements can be fulfilled on these occasions.

- i) When employees work weekend OT, they will work weekend OT on the same shift as their last regularly scheduled shift. Where a paid holiday follows weekend overtime, employees will not rotate or switch shifts until their next regularly scheduled workday. However, in the event that an employee wishes to start or end a switch shift on a paid holiday, they may do so by notifying Human Resources in writing prior to the overtime being posted.

Note: for the rotations surrounding and including the Christmas shutdown periods during this Collective Agreement, the employees will rotate shifts on the following dates:

Christmas Shutdown2006	December 25, 2006	January 8, 2007
Christmas Shutdown2007	December 24, 2007	January 7, 2008
Christmas Shutdown2008	December 22, 2008	January 5, 2009

## **OT EQUALIZATION**

18.03 The Company will distribute overtime equitably among employees in a classification, on the same shift, providing all the employees can perform the work without training. The Company will have the option to train employees during overtime hours.

The Company shall make all reasonable efforts consistent with good work practices to make overtime available to the seniority employee with the lowest credited hours in their classification and shift. Overtime shall be

maintained within a twenty-eight (28) credited hour variance for all seniority employees at any one time within their classification and shift.

In the event that the Company by-passes an employee in the allocation for overtime within *his/her* classification and shift, the Company will make up that missed opportunity by offering that employee an equal amount of overtime within a period of twenty (20) working days from the date that the by-pass was brought to the attention of the Company. Should the Company fail to offer the equal amount of overtime within the period of twenty (20) working days from the date that the by-pass was brought to the attention of the Company, the employee will be paid for the time for which he/she was by-passed. This procedure applies in cases in which the employee by-passed for overtime was within twenty-eight (28) credited hours of employees of the most recent listing of overtime hours of the employee who actually worked. If the difference is in excess of twenty-eight (28) credited hours, the by-passed employee will be paid for the by-pass overtime opportunity. However, employees who bring any errors to the attention of Human Resources, or an Area Manager if Human Resources is not available, prior to the overtime being worked, will be paid for any by-pass without being offered make-up overtime.

#### **18.04 Crediting of Hours**

See Letter of Understanding for clarification on Charging of Hours.

Employees will be charged 12 hours for Saturdays and 16 hours for Sundays and holidays. Any penalty hours charged will not be considered in the variance.

#### **Switch Shifts**

- a) Employees switching shifts will be asked for overtime after all others on the home shift have been asked. When the employees return to their own home shift, they will retain their original overtime hours plus any hours they worked or refused.

- b) Where employees switch shifts permanently, they will assume the highest hours when they enter the shift and thereafter their hours will be accrued and they will be selected for overtime as though it were their home shift.

### **Refusal of Hours**

Any employee who refuses overtime or who is not available for OT and who by their hours would have worked, shall be considered as having worked the overtime for purposes of credited hours.

Employees called at home who refuse overtime will be charged for such hours. Such refusal must be verified by a Union Representative. If the employees cannot be reached by telephone they will not be charged for such hours.

### **Transfers**

Employees entering a classification will be charged the highest hours of overtime in their classification on their shift. Employees who transfer to another position in the same classification on another shift through the job posting procedure shall assume the average overtime hours of that classification for the new shift.

Employees who hold backup positions who got transferred into a position in another classification on their shift or on another shift shall assume the highest hours of overtime. When the backup employee(s) return to their own classification after a temporary transfer, not exceeding ten (10) days, he/she will keep their original overtime hours, plus any overtime worked while filling the transfer.

Backup employees returning to their own classification after a transfer over ten (10) working days shall assume the highest hours of overtime in their classification on their shift.

Employees who get rebalanced to another shift, shall assume the average overtime hours in their classification.



## **Probationary Employees**

Probationary employees will not be considered in the overtime equalization calculation process. Employees completing their probationary period will be credited with the highest overtime hours in their job classification on the shift they are assigned to work.

## **OVERTIME PROCEDURE**

- 18.05 a) Employees who indicate their availability for Overtime by inputting their selections into the auto punch system by:

### **Weekend/Holiday Overtime**

For days and afternoons by Wednesday 7 pm

For midnights by: Thursday 3 am

### **Daily Overtime**

By the fourth (4th) hour of the shift

Notice of Weekend Overtime will be posted on Thursday (Day Shift) identifying the employees scheduled to work from among the employees who indicated their availability to work.

Notice of Daily Overtime will be posted by the fifth (5th) hour of the shift, identifying the employees scheduled to work from among who indicated their availability to work.

Any employee who is absent, unavailable to work or fails to make such an input will be subject to crediting of hours as overtime refused if they would have been eligible to work due to the level of their total hours at the time of availability.

- b) Employees will be selected to work from among the Employees who have indicated their availability to work on the following basis:

### **Daily**

- i) First to seniority employees in the classification on the shift by low hours
- ii) Then to seniority employees in other classifications on the shift by low hours

- iii) Then to probationary employees on the shift by seniority

### **Weekend/Holiday**

- i) First to seniority employees in the classification on **the** shift by low hours
  - ii) Then to seniority employees on the other shifts, in the classification (provided they have not been scheduled on their home shift) by low hours
  - iii) Then to the backups on shift, by low hours, provided they are not working in their home department
  - iv) Then to other employees on the shift, in other classifications by low hours, provided they are not scheduled to work in their home department or classification
  - v) Then to seniority employees in other classifications by low hours plant wide
- c) If further employees are needed, probationary employees who normally work in the classification and on the shift on which overtime is available and who have signified their availability for overtime will be selected by seniority.
  - d) Vacancies in the operator group will be filled in accordance with 14.01 a) iii) or TPTs where allowed, if this is not possible, the vacancies will be filled by offering overtime. Vacancies in the non-operator classification will be filled in accordance with 14.01 a).
  - e) Except in emergencies, and in the case of employees in the skilled trades classifications, the Company will not schedule any employees to work in excess of twelve (12) consecutive hours.
  - f) Employees working overtime on their regular shifts shall work on their regular jobs if their jobs are running. In the event that their jobs are not running, or they are not working on their regular shift, they will be assigned to open jobs according to seniority.

- g) In the event that a temporary transfer creates overtime, the overtime will be offered in the classification where the initial vacancy occurred.
- h) An employee who has accepted overtime for the weekend may cancel their acceptance no later than the first 4 hours of their Thursday shift of the same week by providing notice in writing. Any cancellation after that must be provided to the Human Resources in writing and the employee will be charged double hours for the refusal.
- i) A Committeeperson or Steward will be scheduled during a scheduled overtime shift. When acting as a Union representative on overtime basis the hours of the Committeeperson and Steward will not be used for the purpose of equalization calculation. The Union representative will be chosen in the following order:

Day Shift: Chairperson first. If declined, then  
Vice Chair. If declined, then  
Recording Secretary.

Off Shift: Steward

If there is no Union representative after the above procedure is completed, the Union will appoint a Union representative from among those employees who have accepted overtime, and will advise the Company in writing of such appointment.

For clarification, if the Chairperson is not scheduled on the day shift the Vice Chairperson will be allowed to work as chairperson. If neither the Chairperson, nor the Vice Chairperson is working, the Recording Secretary will be allowed to work as Chairperson. In all other instances the Vice Chairperson and Recording Secretary will work in accordance with their hours in their classification. Stewards will work in accordance with their hours in their classifications.

- j) An employee who has inputted their availability to work overtime in accordance with this Article and is by-passed, they will be paid for this lost opportunity.

Employees who fail to input their availability to work overtime in accordance with this Agreement will not a grievance to submit for this lost opportunity.

The above procedure does not apply when it is necessary to call employee(s) at home in the presence of the Union. In this case the current practice will apply.

## **OVERTIME RECORDING**

- 18.06 Each employee shall be entered on the overtime list in the classification on the shift on which they are employed.

The Company will continue to post a record of all overtime worked in each classification on Tuesday but in any event no later than Wednesday in the same week before the weekend begins.

The Company will provide the Union with lists of employees who have punched as being available for overtime, employees who were chosen to work, and employee overtime hours. If it is possible to provide the Union with a "read-only" system the Company will also provide the Union with such to monitor the overtime system.

All authorized overtime shall be calculated in fifteen (15) minute segments.

Overtime hours will revert to zero (0) as of the first shift change weekend in June after job selection is completed.

## **ARTICLE 19 - SHIFT PREMIUM AND FIRST AID PREMIUM**

- 19.01 The Company will pay an additional 55¢/hour for each hour worked on the afternoon shift and 75¢/hour for each hour worked on the rotating midnight shift. Employees shall be considered as working on the afternoon shift if he works on any shift starting after 12:00 noon and before 8:00 p.m. Employees shall be considered working on the midnight shift for any shift commencing after 8:00 p.m. and prior to 5:00 a.m. the following morning.
- 19.02 No overtime premium applies to the shift premiums provided by this Agreement.
- 19.03 Bargaining unit employees who have qualified for a standard first aid certificate and are appointed by the Company, by seniority, will receive twenty (\$0.20) cents per hour in addition to their regular rate for the duration of their appointment.

In the event a first aider switches shifts, as per Article 14.07, the company will re-assign such premium, by seniority, to a remaining bargaining unit employee on the vacated shift, who has a valid first aid certificate.

In the event a first aider switches shifts, as per Article 14.07, the company will re-assign such premium, by seniority, to a remaining bargaining unit employee on the vacated shift, who has a valid first aid certificate. The Company shall be responsible to ensure each shift (midnights, days, afternoons, and steady days) is covered with up to two (2), qualified first aiders per shift

Whenever first aid treatment is administered, a first aid report must be filled out and a copy sent to the Union.

The Company will pay wages for training at straight time.

Effective upon ratification of this agreement, the Company will endeavour to appoint current employees who are recognized as first aiders in accordance with this article.

## **ARTICLE 20 - WASH-UP**

20.01 Employees will be permitted a five (5) minute paid wash-up period prior to lunch.

## **ARTICLE 21 - REST PERIOD**

21.01 . Employees will be provided with a fifteen (15) minute paid rest period during the first half of their shift and a fifteen (15) minute paid rest period during the second half of their shift. Employees will also be provided with a ten (10) minute paid rest if they are scheduled to work more than two (2) hours of overtime beyond their eight (8) hour shift.

## **ARTICLE 22 - REPORTING ALLOWANCE**

22.01 In the event that an employee reports for work on his regular shift without having been previously notified not to report, the employee will be given at least four (4) hours work, or, if no work is available, he will be paid the equivalent of four (4) hours at his appropriate rate of pay except in the case of labour disputes or other conditions beyond the control of the Company.

22.02 An employee will be paid time and one-half (1/2) his regular rate of pay for the first shift worked after an unscheduled shift change, unless he is given at least twenty-four (24) hours notice of such changes of schedule.

## **ARTICLE 23 - CALL BACK PAY**

23.01 If an employee who has completed his shift and left the plant is then called back to work on overtime, he will be paid the appropriate overtime rate for all hours worked. In any event, the employee shall receive not less than four (4) hours pay at the employee's regular straight time hourly rate for such additional work.

## **ARTICLE 24 - INJURY ALLOWANCE**

24.01 An 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 the Company or is sent to an outside hospital and a doctor at such hospital or the employee's own doctor certifies that the employee should not return to work. The Company will make available transportation for such injured employee.

## **ARTICLE 25 - TECHNOLOGICAL CHANGE**

### **Definition**

'Technological change' is defined as changes in technology to the process, equipment or methods of production (where methods of production means changes or modifications to current equipment or the introduction of new equipment) that differs significantly from that previously utilized by the Company.

### **Advance Notice**

In the event of a technological change as defined above, the Company will give the Union at least thirty-five (35) calendar days written notice of such change. This will be extended up to seventy (70) days notice where additional training is required which warrants such additional notice. In no event will the introduction of any technological change be delayed as a result of any disputes arising from Article 25.

### **Consultation**

In the event of a technological change as defined above, the Company will meet with the New Technology Committee (to be comprised of three (3) Union representatives and three (3) Company representatives) within five (5) working days of the provision of advance notice described above. The purpose of the meeting is to advise and discuss the nature of the tech-

nological change, the approximate date the Company proposes to effect the change, the approximate number of employees likely to be affected by the technological change and the effect the technological change may have on the working conditions and conditions of employment. Further meetings will be held if required. The sole purpose of the Union representatives will be to offer constructive suggestions and concerns. The final decision on any aspect of the proposed technological changes rests solely with the Company.

### **New Positions**

A new position created as a result of a technological change will be posted in accordance with Article 14 of the collective agreement.

### **Training**

Where new or greater skills are required, such employees shall, at the expense of the Company, be provided with a reasonable period of training. The parties agree to discuss appropriate training for the specific changes identified.

An employee displaced from his job as a result of a technological change will have the right to displace a junior employee in a classification pursuant to Article 13 of the collective agreement.

In the event an employee displaced as a result of a technological change is not able to perform the work of any junior employee, he will be given basic training on a position held by a junior employee.

### **Protection Of Bargaining Unit Jobs**

No job currently performed by a bargaining unit member will be reclassified as a non-bargaining unit job as a direct or indirect result of technological change.



## **ARTICLE 26 – PROVISIONS OF WORK CLOTHING FOR SPECIFIED CLASSIFICATIONS**

26.01 It is agreed that the Company will provide to employees in the following classification sufficient coveralls and/or shop coats for their weekly needs at Kautex. It is further agreed that such clothing will be cleaned and repaired at the expense of the Company.

Maintenance	Clean Up
Electrical Technician	QC Technician
Set-Up Technician	QC Receiving/Salvage Inspector
Inventory Control	Crib Attendant
Line Stocker	Process Technician

26.02 The company agrees to continue its' current practice of providing protective clothing for those employees required to perform their duties during inclement weather.

## **ARTICLE 27 - PAYMENT OF WAGES**

27.01 Payment of wages shall be made by electronic transfer (direct deposit) to the financial institution of the employee's choosing providing the payroll system can accommodate that institution. Such transfer shall be made weekly on Thursday. Pay stubs shall be given to employees at work on Thursday commencing with the midnight shift.

In a week in which a paid holiday falls on a Monday, the payroll transfer will be made on Friday and pay stubs shall be given to employees at work on Friday commencing with the midnight shift.

Payments received for settlement of a grievance will be processed in the pay period following the settlement being signed.

When the Company makes a payroll error in excess of fifty (50) dollars, the Company will rectify such error by the next working day.

Should there occur a system failure, affecting the ability to deliver payroll accurately and/or on time the Company will consult with the Union and it agrees to send to payroll on Monday one of the following,

- 1) If the employee payroll hours worked is not available the Company will submit employee time at forty (40) hours with adjustments for time over or under forty (40) hours made the following payroll week, or
- 2) If correct payroll hours worked are available submit to payroll on Monday.

The Company agrees to provide all grievance settlements involving monetary resolutions to employees on a separate check on the next payroll run.

## **ARTICLE 28 - PAID HOLIDAYS**

- 28.01 The Company will pay all seniority employees their regular rate of pay for all paid holidays set out in this Article, provided the employee qualifies for the pay
- 28.02 In order to qualify for the aforementioned holiday pay, an employee must work on his last scheduled work day preceding the day on which the holiday is to be observed and on his first scheduled work day after the day on which the holiday is to be observed unless on vacation, on an approved leave of absence or other absences approved by the Company or is scheduled to work on such holiday. An employee cannot use an unscheduled PPH on a qualifying day to qualify for the holiday pay

With respect to the Christmas shutdown, an employee who misses the last scheduled work day prior to the commencement of the shutdown or the first scheduled work day after the shutdown and is otherwise eligible

for holiday pay will lose one (1) day holiday pay. If an employee misses both qualifying days he will lose two (2) days holiday pay.

The employee will also qualify for holiday pay if he is laid off within fifteen (15) working days prior to a holiday or within twenty (20) working days prior to the first Christmas holiday provided he has qualified for the first holiday.

- 28.03 An employee required to work on any paid holiday shall receive double his regular hourly rate of pay in addition to the paid holiday.
- 28.04 An employee required to work on any paid holiday shall receive double his regular hourly rate of pay in addition to the paid holiday.
- 28.05 If one of the paid holidays specified in this agreement is observed by the Company during an employee's vacation, he shall be entitled to an extra day of paid vacation which shall be added to the beginning or end of his vacation period. The choice of when the extra day of paid vacation will be taken will be made by the employee at the time his vacation is scheduled.

### **Schedule of Paid Holidays**

#### **YEAR 1**

Canada Day	July 3, 2006
Civic Holiday	August 7, 2006
Labour Day	September 4, 2006
Thanksgiving Day	October 9, 2006
Day before Christmas	December 24, 2006
Christmas Day	December 25, 2006
Boxing Day	December 27, 2006
Day after Boxing Day	December 28, 2006
<b>Bolded Days</b>	
Day before New Year's	December 29, 2006
New Year's Day	January 1, 2007
Good Friday	April 6, 2007
Easter Monday	April 9, 2007
Victoria Day	May 21, 2007
Employee's Birthday	1 day
Personal Paid Holidays (PPH)	6 days

## YEAR 2

Canada Day .....	June 29, 2007
Civic Holiday .....	August 6, 2007
Labour Day .....	September 3, 2007
Thanksgiving Day .....	October 8, 2007
Day before Christmas .....	December 24, 2007
Christmas Day .....	December 25, 2007
Boxing Day .....	December 26, 2007
Day after Boxing Day .....	December 27, 2007
<b>Bolded Days .....</b>	<b>December 28, 2007</b>
Day before New Year's .....	December 31, 2007
New Year's Day .....	January 1, 2008
Good Friday .....	March 21, 2008
Easter Monday .....	March 24, 2008
Victoria Day .....	May 19, 2008
Employee's Birthday .....	1 day
Personal Paid Holidays (PPH) .....	6 days

## YEAR 3

Canada Day .....	June 27, 2008
Civic Holiday .....	August 4, 2008
Labour Day .....	September 1, 2008
Thanksgiving Day .....	October 13, 2008
Day before Christmas .....	December 24, 2008
Christmas Day .....	December 25, 2008
Boxing Day .....	December 26, 2008
Day after Boxing Day .....	December 30, 2008
<b>Bolded Days .....</b>	<b>December 29, 2008</b>
Day before New Year's .....	December 31, 2008
New Year's Day .....	January 1, 2009
Good Friday .....	April 10, 2009
Easter Monday .....	April 13, 2009
Victoria Day .....	May 18, 2009
Employee's Birthday .....	1 day
Personal Paid Holidays (PPH) .....	6 days

Bolded Dates are unpaid days off. In the event the Company did need some work performed during the Christmas Shutdown on the Bolded Days, it could be offered to the employees on a voluntary basis by low overtime hours and if worked will paid at a rate of time and one half.

- 28.05 a) In the event an employee does not take a holiday on their birthday, such day will be considered as a paid personal holiday (PPH).
- b) Not more than seven (7) employees per shift can be off on a paid personal holiday (PPH or birthdays) on any given day, in addition to these seven (7) employees, one (1) Skilled Trades person can be off per shift.
- c) Employees shall request paid personal days off (PPH or birthdays) in writing to their supervisor at least three (3) working days in advance of such days being requested off. The company shall provide its response to the request within two (2) working days from receipt of such request, if the Company fails to provide its response to the employee the request shall be deemed approved.
- d) Employees shall request paid personal days off (PPH or birthdays) in writing to their supervisor at least three (3) working days in advance of such days being requested off. The company shall provide its response to the request within two (2) working days from receipt of such request, if the Company fails to provide its response to the employee the request shall be deemed approved.
- e) Any unused PPH days will be paid out to the employee within thirty (30) days following the end of each contract year.
- f) An employee who is absent due to medical reasons and not otherwise being compensated, shall have the option to be paid from their unused PPH entitlement and no doctor's note will be required.
- g) Employees who have unused PPH entitlement will be entitled to use these PPH's during the waiting period for S&A entitlement (i.e. during the first 3 days of illness).

## ARTICLE 29 – VACATIONS

SERVICE AS AT JUNE 30th	TIMEOFF	VACATION PAY
Less than 60 actual days worked	nil	4% of gross wages
60 actual days worked but less than 1 year service	1 week	4% of gross wages
1 year but less than 3 years	2 weeks	4% of gross wages or 80 hour at June 30th, whichever is greater (straight time)
3 years but less than 5 years	3 weeks	6% of gross wages or 120 hours, at June 30th, whichever is greater (straight time).
5 years but less than 12 years	4 weeks	8% of gross wages or 160 hours, at June 30th, whichever is greater (straight time).
12 years or more	5 weeks	10% of gross wages or 200 hours, at June 30th, whichever is greater (straight time).

If an employee is hired prior to June 30th and completes 60 actual days worked prior to September 30th of the same calendar year, they will receive the 4% of gross wages payout per Article 29.04 and they will further be entitled to take 1 weeks off in the current vacation year, after the completion of the 60 days.

- 29.02 Any employee whose employment is terminated before June 30th in any year, shall receive vacation pay on a pro rata basis unless the employee has worked the 1000 hour qualifying period prior to the termination of their employment. In such a case, the employee will be paid vacation pay in accordance with Article 29.01.

29.03 For the purposes of this Article, "gross wages" shall mean the total of all wages, shift premiums, holiday pay, bereavement and jury duty pay.

29.04 The Company shall pay vacation pay to each employee in accordance with Article 29.01. Each employee will be paid vacation pay on a separate cheque in the second pay period following June 30th.

However, if an employee takes one (1) full week or more of vacation prior to the second pay period following June 30th, the employee will be paid at the straight time hourly rate for each day taken providing this vacation was approved at least one week in advance. Such payment will be made at the time the vacation is taken. Any adjustments shall be made on the second pay period following June 30th. Employees who have less than one (1) week of vacation entitlement left, and who take the entire remainder in consecutive days, can be paid for those days taken despite the fact that it is less than a full week.

Vacation payments of either one week or greater or the lump sum paid in the second pay period following June 30th shall be paid by separate cheque.

29.05 A vacation request schedule shall be finalized by May 22nd of each year in order to allow employees to indicate when vacation is desired. The Company will give at least one (1) week to employees to put their preference on the vacation schedule. The employee's vacation will be scheduled by the Company in accordance with seniority.

The Company may shut down the plant or any part thereof for vacation purposes during the months of July and August. The starting date and the length of the vacation shutdown(s) will be posted on the bulletin board as soon as possible in advance of the shutdown but in any event, no later than May 15th. Eligible employees will be required to take up to two (2) weeks vacation during one of these shutdown periods unless

otherwise arranged by mutual agreement between the parties. Employees will not be forced to take more than two (2) week's vacation per year during a vacation shutdown period. Priority with respect to vacation scheduling shall be given to senior eligible employees in the affected classification, however, in the event that the Company schedules more than one vacation shutdown period, vacations will not overlap the shutdown periods unless approved by the Company.

If work is required during a vacation shutdown, the following procedure must be implemented in order a, b, c:

- a) Employees who exhausted their vacation entitlement will be given first opportunity to work during the vacation shutdown, for a period not to exceed their vacation entitlement;
- b) When additional work is still required, then employees who have their vacation request approved outside the shutdown period will be given the opportunity to work by order of seniority. If these employees accept to work during shutdown, then their vacation request will be irrevocable;
- c) When further additional work is still required then the opportunity will be given to the most senior employee on a plant wide basis to do such work.

29.06 In order to qualify for the payment of the applicable percentage of gross wages or hours of pay, whichever is greater as set out in Article 29.01, the employee must have worked at least 1000 hours in the vacation year.

29.07 Employees who do not use their full vacation entitlement will be allowed to carry over a maximum of 10 days unused vacation entitlement up to the end of the calendar year following June 30th and must provide Human Resources with written notice of this intention no later than June 30th.

29.08 Employees will not be forced to take any weeks of vacation during periods of production slowdown except as outlined in Article 29.05.



29.09 Employees requesting vacation outside the Vacation shutdown in 29.05, shall receive an answer from the Company within three (3) working days of receiving written request. Such time frame will not apply in cases of emergency.

## **ARTICLE 30 - HEALTH AND WELFARE**

30.01 The Company will pay the full cost for seniority employees and their eligible dependants for the following benefits:

1. \$2.00 / co-pay drug plan (with product selection), generic substitute if available, over the counter cap of \$300 per year.
2. Semi-private coverage.
3. Extended Health Service (T-4 or its equivalent)
4. Out-of-Province Coverage
5. Vision Plan: Prescription non-safety glasses - \$200/24 months for each employee and their eligible dependent(s) and Prescription safety glasses - \$200/24 months for each employee only
6. Audio Plan H-1 (or its equivalent)
7. Nursing Home Coverage V-1 (or its equivalent), ward coverage
8. Dental Plan - current plan - crowns and bridges (50% co-pay) - Orthodontics = \$2,700 lifetime maximum
9. Group Life - one times annual base wage -  
A. D. & D. - one times annual base wage
10. Sickness and Accident: 1-1-4-26 plan providing a weekly indemnity of 66 2/3% of a seniority employee's gross weekly earnings, subject to a maximum benefit of the U.I.C. maximum benefit. (There shall be no carve out).

Effective upon ratification, the S&A waiting period will include first day of admittance to hospital or clinic for surgical outpatient procedures. Surgery in a clinic will include a doctor's office provided anesthetic is used and provided it is a recognized surgical procedure. It will also include removal of wisdom teeth in a dental clinic.

The Company will continue its benefit coverage with Green Shield unless there is a mutual agreement between the company and the union to change carriers.

With regard to the provision of Sickness and Accident benefits, above, the following shall apply:

- a) In the event that a claim is denied and the Union disputes the denial, the Employee shall sign a waiver allowing the Union and the Company the opportunity of receiving and reviewing all documentation necessary for the proper consideration of the claim.
- b) The Union, Company and the Employee shall cooperate to ensure that all parties are given full disclosure of all facts and opinions relevant to any claim for benefits.
- c) **All** claims for benefits shall be submitted through the Company. It is the responsibility of the employee to cover the costs associated with the initial S&A application, all subsequent medical documentation required by the carrier will be reimbursed to the employee by the company or its' insurance carrier.
- d) In the event the claim is denied and the Union disputes the denial, the Company shall request from the carrier all documentation upon which it relied in denying the claim. The Company will provide copies of same to the Union. The Union and the Employee hereby indemnify and save harmless the Company, the carrier, and any other employee or agent of the Company from the release and use of any information in the dispute of a denied Sickness and Accident benefit.

- e) If the claim cannot be resolved to the satisfaction of the Company and the Union, the Company will arrange for a medical examination by a duly qualified physician or specialist and shall submit any report received to the carrier, with a copy to the Union and the Employee.
- f) In the event that the eligibility for benefits cannot be resolved, the matter may be referred to arbitration in accordance with this agreement, subject to the following conditions:
  - The evidence of the Union at the arbitration hearing shall be limited to that provided to the Company at the time a final decision to deny benefits was made prior to arbitration or documentation obtained under subpoena from the carrier.
  - The arbitrator's authority shall be restricted to applying the facts and evidence to the criteria provided for in the carrier's policy document and used by the carrier at the time of the carrier's original decision.
- g) In the event that a claim is denied for an injury, illness, or accident which was previously the result of a WSIB claim, the Employee agrees that information relevant to such claim and which forms part of the WSIB file, may be used at an arbitration hearing.
- h) In the event that the Union is successful at arbitration, the Company will instruct the carrier to pay in accordance with the terms and provisions of the policy. In the event that the Company is successful at arbitration, the Union and the Employee agree not to pursue the matter in any other forum or any other administrative or judicial body.
- i) The employee must remain qualified under the terms of the policy.

- j) The responsibility for the cost of acquiring documentation and the arbitration proceedings shall be consistent with current practice. That is, employees shall pay for the cost of medical documentation and the Union and the Company shall share the cost of the arbitration proceedings.
- 30.02 The Company will continue to pay health benefits and welfare premiums for employees absent from work as follows:
- 1. For employees on leave or layoff -  
3 complete months following the month in which the layoff or leave begins. Continuation for an additional 2 months where the employee pay the premium.
  - 2. For employees on S & A -  
6 months.
  - 3. For employees on WSIB -  
18 consecutive months. However an employee must have returned to work in excess of 30 calendar days for this period to restart.

## **ARTICLE 31 – ADVANCES FOR S&A AND W.S.I.B. CLAIMS**

- 31.01 The Company will monitor all S&A and WSIB Claims to try to ensure prompt and efficient payments from our insurance carrier
- 31.02 After two weeks following an employee's submission of the properly completed claim form, the employee must notify the Company in order that action can be taken to minimize any delays.
- 31.03 The Company will provide employees who have applied for sickness and accident benefits or workers'

compensation benefits with the appropriate sickness and accident coverage directly until such time as the applicable coverage is approved or denied. Employees will be required to sign the necessary forms authorizing the Company to receive S&A or WSIB cheques once received by the employee and to authorize the withholding from pay of any overpayment by the Employer, and a right of subrogation.

- 31.04 The parties also agree that where the sickness and accident carrier denies coverage to an employee, the Company and the Union agree that the employee is entitled to coverage; the Company will instruct the carrier to provide sickness and accident benefits.

## **ARTICLE 32 - CLASSIFICATION & WAGE RATES**

- 32.01 During the term of this Agreement, the Company will pay the following wage rates to its employees:  
(See Next *Page*)

<b>CLASSIFICATION</b>	<b>Current</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Operator	\$21.30	\$21.62	\$21.94	\$22.27
Auditor	\$21.30	\$21.62	\$21.94	\$22.27
Q C Inspector	\$22.05	\$22.38	\$22.72	\$23.06
Q C Technician	\$22.58	\$22.92	\$23.26	\$23.61
QC Lab Technologist	\$24.09	\$24.45	\$24.82	\$25.19
Material Handler	\$22.05	\$22.38	\$22.72	\$23.06
Inventory Control	\$24.09	\$24.45	\$24.82	\$25.19
Crib Attendant	\$22.05	\$22.38	\$22.72	\$23.06
Shipping/Receiving	\$22.05	\$22.38	\$22.72	\$23.06
Receiving Coordinator	\$24.09	\$24.45	\$24.82	\$25.19
Materials Inventory				
Control Clerk	\$24.09	\$24.45	\$24.82	\$25.19
Process Technician	\$24.09	\$24.45	\$24.82	\$25.19
Setup Technician – A	\$28.40	\$28.83	\$29.26	\$29.70
Setup Technician – B	\$24.57	\$24.94	\$25.31	\$25.69
QC Receiving/Salvage				
Inspector	\$22.05	\$22.38	\$22.72	\$23.06
Customer Liaison	\$22.80	\$23.14	\$23.49	\$23.84
Caretaker	\$21.30	\$21.62	\$21.94	\$22.27
Comet Relief Coordinator	\$22.05	\$22.38	\$22.72	\$23.06
Line Stocker	\$22.05	\$22.38	\$22.72	\$23.06
Label Applicator	\$22.05	\$22.38	\$22.72	\$23.06
Service Tank Operator	\$22.05	\$22.38	\$22.72	\$23.06
Outside Cleanup	\$22.05	\$22.38	\$22.72	\$23.06
Operator Line Leader	\$22.55	\$22.89	\$23.23	\$23.58
R&D Operator	\$21.30	\$21.62	\$21.94	\$22.27
R&D Prototype				
Technician	\$22.30	\$22.63	\$22.97	\$23.32
R&D Prototype Quality				
Technician	\$23.58	\$23.93	\$24.29	\$24.66
R&D Setup Technician	\$25.40	\$25.78	\$26.17	\$26.56
Skilled Trades:				
Electrical Technician – A	\$28.40	\$28.83	\$29.26	\$29.70
Electrical Technician – B	\$27.57	\$27.98	\$28.40	\$28.83
Maintenance Technician	\$28.40	\$28.83	\$29.26	\$29.70
Heating and Cooling				
Technician	\$28.40	\$28.83	\$29.26	\$29.70

Progressive Wage Grid for New Hires:

Start Rate	75%
Seniority Rate	80%
1 Year Rate	85%
2nd Year Rate	90%
3rd Year Rate	100%

Note: It is understood that employees performing the jobs of "floater" and "clean-up" in the operator classification will be required to perform production work as the need may arise.

The Company retains the right to determine whether "floaters" are tied to a line or part of a generic pool at the beginning of each job pick. In the event that they are tied to a line they will report to the line first and choose a vacancy on the line by seniority. If no vacancy exists on the line they will select from vacant jobs by seniority on the shift. If they are part of a generic pool, they will simply select from vacant jobs by seniority on shift.

## **ELECTRICAL TECHNICIAN**

32.02 The Classification of "Electrical Technician" shall be split into two sub-groups to be called "Electrical Technician - A" and "Electrical Technician - B", respectively. In order to obtain the "Electrical Technician - A" rate, an "Electrical Technician - B" must have complied with the Apprenticeship and Tradesman's Qualification Act and Regulations and be issued a Certificate of Qualification or a valid CAW Journeyman's card in the trade of "Industrial Electrician".

The two subgroups described above shall in no way be construed as being two new classifications. That is, the terms of the Collective Agreement as they apply to 'classifications' shall continue to apply only to the classification of "Electrical Technician" and not to any of its subgroups.

In the event of a layoff in accordance with Article 13 of the collective agreement, the employees affected in the classification of Electrical Technician – A shall not be displaced until all employees in the Downline Technician classification have been laid off from the Downline Technician classification.

The Company agrees to provide all Electrical Technician – A employees with training for this new position and any backup positions which are created by the Company.

In the event of a layoff in Accordance with Article 13 of the collective agreement, the existing employees as of June 25, 2003 in the classification of Electrical Technician – A shall not be displaced until all employees in the Downline Technician classification have been laid off from the Downline Technician classification. Any reduction after June 25, 2003 in the Electrical Technician and Downline Technician classifications will be made on the basis of seniority (date of entry to the classification).

## **SETUP TECHNICIAN**

32.03 The Classification of “Technician, Setup” shall be split into two sub-groups to be called “Technician, Setup - A” and “Technician, Setup - B”, respectively. “Technician, Setup - A shall be regarded as the sub-group requiring the greater level of skill and ability.

For the balance of this collective agreement, the wage rate of “Technician, Setup - A shall be equal to that of “Maintenance”.

The two subgroups described above shall in no way be construed as being two new classifications. That is, the terms of the Collective Agreement as they apply to ‘classifications’ shall continue to apply only to the classification of “Technician - Setup” and not to any of its subgroups.



## LEAD HANDS

- 32.04 a) The Company may require an employee(s) to perform duties normally thought of as "Lead Hand" duties. The purpose of these duties will be to assist supervisory personnel in the effective and efficient utilization of machines and/or materials as well as human resources.

It is agreed that a Lead Hand has no authority to administer discipline. Should the Plant Committee feel that the Lead Hand has abused his responsibilities, the Plant Chairperson shall point these abuses out to the Manager, Human Resources and if, upon further investigation, the allegations are substantiated, the Lead Hand will be cautioned. If a Lead Hand receives two such cautions within a twelve (12) month period, he/she shall be relieved of his/her duties for the duration of this agreement.

To ensure that all employees have an opportunity to apply for Lead Hand status, vacancies shall be posted in accordance with article 14.01 of the Collective Agreement. However, it is recognized that "Lead Hand" is not a separate classification.

**An** employee appointed to the position of Lead Hand will receive an additional \$1.25 per hour while he/she is performing Lead Hand duties.

- b) The Company will recognize and post for the new classification of "Line Leader" that will replace the current Lead Hand designation in the Operator classification and which will perform the duties previously performed by the Lead Hand. The purpose of these duties will be to assist supervisory personnel in the effective and efficient utilization of machines and/or materials as well as human resources.

It is agreed that a Line Leader has no authority to administer discipline. Should the Plant Committee feel that the Line Leader has abused his responsi-

bilities, the Plant Chairperson shall point these abuses out to the Manager, Human Resources and if, upon further investigation, the allegations are substantiated, the Line Leader will be cautioned. If a Line Leader receives two such cautions within a twelve (12) month period, he/she shall be removed from the classification.

The wage rate for the position of Line Leader will be set at \$1.25 over the rate of the Operator.

### **R&D PROTOTYPE TECHNICIANS/ R&D OPERATORS**

32.05 In the event of a layoff in accordance with Article 13 of the collective agreement, the employees in the classification of R&D Prototype Technician shall not be displaced until all employees in the R&D Operator classification have been laid off from the R&D Operator classification.

### **INVENTORY CONTROL (CRIB) / CRIB ATTENDANT**

32.05 In the event of a layoff in accordance with Article 13 of the collective agreement, the employees in the classification of Inventory Control (Crib) shall not be displaced until all employees in the Crib Attendant classification have been laid off from the Crib Attendant classification.

### **PROCESSTECHNICIAN**

32.06 The parties hereby agree to the following understanding with respect to the duties of the Process Technician

It is understood that this will clarify duties of Process Technician identified in the current job description and to alleviate questions of the job during working hours;

- 1) Support Mold and Downline Changes and is understood that this is not intended to replace duties performed by Setup.
- 2) Identification and coordination of maintenance needs for the production line.

- 3) Verify process changes made on the production line to satisfy production requirements.
- 4) Execute startup and shutdown procedures
- 5) Identify training needs.
- 6) Involvement in problem solving.
- 7) Understand daily production schedule is being followed.
- 8) Recommends improvements to be made in manufacturing processes.

### **ARTICLE 33 - DATA TO BE SUPPLIED TO THE UNION**

- 33.01 The Company will supply the Committee with the following information at the end of each month:
- 1) Employees who acquire seniority
  - 2) Changes in classification.
  - 3) Employees transferred from or into the bargaining unit.
  - 4) Employees on leave of absence.
  - 5) Employees on sickness and accident or compensation.
  - 6) Employees on layoff.
  - 7) Employees who have lost seniority.
  - 8) Employees who have been discharged.
  - 9) Employees' addresses and telephone numbers.
  - 10) Names of employees working outside the plant.
- 33.02 Employees may review and on their request, be provided with a copy of relevant sections of their employee file. Such copies shall be provided to the employee within five (5) working days. Upon the approval of the employee, the union may be provided with a copy of relevant sections of the employees file.

The Finance department will supply the Committee with the following information at the end of each month:

- 1) The hourly pension statement
- 2) Kautex Bargaining Unit funds statement
- 3) Social Justice/Representation Funds Statement

## **ARTICLE 34 - HEAT SICKNESS**

34.01 An employee who is unable to work because of heat sickness will be excused from work in the same manner as any other employee who suffers an illness at work.

Any employee who wishes to go home may do so by notifying their supervisor at least thirty (30) minutes in advance of departure. This will be done on an individual basis and there will be no polls taken.

Employees abusing the above clause will be required to substantiate their illness through a medical clinic or family doctor. This will be at the discretion of the Company.

## **ARTICLE 35 - RULES AND REGULATIONS**

35.01 The Employer reserves the right under the Management Rights Clause of this Agreement to establish, maintain and enforce reasonable rules and regulations to be applied to all employees. All changes in the rules and regulations will be posted in the plant and a copy given to the Union before they are effective. Any dispute arising from the administration and interpretation of the rules and regulations shall be subject to the grievance procedure.

## **ARTICLE 36 - HEALTH AND SAFETY**

### **INTRODUCTION**

36.01 The Company recognizes its obligation to provide a safe and healthy working environment for employees.

The Union recognizes its obligation to co-operate in maintaining and improving a safe and healthy working environment.

## **TRAINING**

- 36.02 a) The Company and the Union recognize the necessity to train all employees in safe and healthy work practices. Therefore, both parties agree that qualified individuals on the Joint Health & Safety Committee shall be permitted to design and conduct up to sixteen (16) paid hours of training to all new employees. Thereafter, health and safety sessions shall be limited to four (4) hours per year.
- b) The Company will offer the Health & Safety training sessions any time after January 3rd. but not later than March 1st. The time limits set forth in this article may be altered by a mutual agreement between the Company and the Union.
- c) The Company will endeavor to schedule such training during regular working hours. Where this is not reasonable, overtime required as a result will be scheduled on the weekend in sessions of not less than four (4) hours in duration, and shall be mandatory, notwithstanding any provision of this agreement.
- d) **As** a part of the employee orientation, the co-chairpersons of the Joint Health & Safety committee will train newly hired employees of the health & safety rules and regulations and of the safe operating procedures for their workstation before the commencement of their employment.
- e) The Company agrees to pay tuition costs and lost regular wages for courses a qualified instructor chooses **to take** to upgrade their training skills, **up** to a maximum of 3 days lost regular wages, and a total cost of \$2,000 over the life of the agreement. If the cost of the course exceeds the \$2,000 maximum the instructor may have the difference reim-

bursed from the allowable employee tuition allowance in 15.07.

- f) The Company agrees to pay for appropriate Health & Safety Training for members of the Union's Health and Safety Committee, including lost time incurred for such training, including the following:

- Lockout
- Ergonomics
- Fork Lift
- Cranes
- First Aid

## **JOINT HEALTH & SAFETY COMMITTEE**

36.03 The parties agree that the Joint Health & Safety Committee shall be comprised of one (1) bargaining unit employee from each shift, but not less than three (3) bargaining unit employees and three (3) non-bargaining unit employees. Any increase in the number of certified members from the bargaining unit shall be mutually agreed by the company and union and such members shall be appointed by the union. The co-chairperson of the Joint Health & Safety Committee for the union will be regularly scheduled on the day shift and will assist the company to ensure compliance with provisions of the Occupational Health & Safety Act in addition to his regularly assigned duties.

The Co-chair or designate will be brought into work in his classification on days whenever anyone is scheduled to work.

The company recognizes that the co-chairperson of the Joint Health & Safety committee for the union has duties to perform in regard to this position. Time to perform these duties (not to exceed one hour per day or five hours in a week) will be allotted to the co-chairperson on regular time or overtime basis, during the regular work week. This time will be agreed upon by the co-chairperson (health & safety) and his supervisor, but time performing these duties during the day shift will be paid on a straight time basis. Overtime hours

worked performing these duties will not be included in the overtime equalization calculation.

- a) The company will provide, when required, adequate and necessary training, for members of the Joint Health & Safety Committee to develop skills required to effectively perform their role as health & safety committee representatives. The co-chairs shall mutually agree upon the provider of the required training. Newly appointed members of the committee shall be afforded the required training at the first available opportunity.
- b) The Company will pay the four (4) bargaining unit employees on the Joint Health & Safety Committee a premium of \$0.20 per hour in recognition for performing such duties.
- c) In addition to the duties under health & safety legislation, the duties of the Joint Health & Safety Committee are as follows:
  - i) To attend scheduled monthly meetings, or emergency meetings. The Company will continue the regular wages of the Union committee persons while performing their duties under this article.
  - ii) To inspect the facility on a regular basis (normally monthly) to identify health & safety concerns and make recommendations for improvements. Prior to such inspection, a review may be made of compensable lost time accidents.
  - iii) Accompany Ministry of Labour Health & Safety Inspectors and Union Health & Safety professionals on plant inspection tours, and to accompany corporate health & safety professionals on regular surveys at the plant and upon request to receive results of such surveys. Advance arrangements should be made to permit participation in such surveys.

- iv) Review compensable lost time accidents which occur in the workplace and also review plant safety reports on such accidents and make any necessary or desirable recommendations.
- v) Review accident reports and cause analysis. It is understood that accident reports and analysis documents are the sole property of the Company.
- vi) Measure noise, air contaminants, and airflow with equipment provided by the Company and observe the use of appropriate industrial hygiene and safety testing equipment as required when available in the plant. A camera to take photographs of matters which relate to health and safety in the plant will be available for use by the health and safety committee. Such photographs shall be for the confidential use of the committee and the Company only. These photographs shall be the sole property of the Company, and shall not be reproduced, published or distributed in any way.
- vii) Be advised of breathing zone air sample results and physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth for air contaminants by provincial regulation, the committee shall be informed in writing of such exposure and corrective action to be taken.
- viii) When any member of the committee has a reasonable basis for concluding that a condition involving imminent danger exists, relevant information shall be immediately communicated to the other committee members working on that shift so that joint investigations can be carried out immediately and necessary or desirable recommendations made. Upon joint agreement,



the machine or operation may be taken out of service to perform corrective action.

- ix) Every industrial injury/illness must be immediately reported by the employee to his/her supervisor. An accident/incident investigation form will be completed. Where necessary, the Joint Health & Safety Committee will also investigate.
- x) After receiving permission from his/her supervisor, the Union member of the Joint Health and Safety Committee will be permitted to leave his/her regular duties for a reasonable period of time to perform duties outlined in this Article. The supervisor's permission shall not be unreasonably withheld, and the Union representative shall return to his regular duties without delay after reporting back to his/her supervisor.
- xi) The Company will make available to the Joint Health & Safety Committee hazard information on controlled substances in the workplace.
- xii) To develop and recommend to the Company an appropriate training program to be established for employees.
- xiii) To review the Company's health and safety programs and make necessary or desirable recommendations for change.
- xiv) To perform duties related to the identification and prevention of hazards.

## **PERSONAL PROTECTIVE EQUIPMENT**

- 36.04 a) The Company will provide protective equipment, devices and/or clothing to employees as it deems necessary and at no cost to employees.
- b) The Joint Health & Safety Committee shall be consulted in the selection of personal protective equipment deemed necessary to protect employees from disease and injury, and the terms and conditions under which they are to be used.

- c) The Company shall issue any personal protective equipment to employees which is necessary for the safety of employees and has been recommended by the Joint Health & Safety Committee and approved by the Company (excluding such equipment dealt with elsewhere in this Agreement). Such equipment shall be replaced at no cost to the employee if required as a result of normal wear and tear.
  
- d) Where an employee is required as a condition of employment to wear safety shoes, the Company agrees to pay each seniority employee as of January 1 of each year the allowance below. In the event that a seniority employee is not actively employed on January 1 of a given year, they shall not receive the allowance unless and until they perform work prior to June 30 of that year.

January 1, 2007	\$140.00
January 1, 2008	\$140.00
January 1, 2009	\$140.00

The company agrees to replace the first pair of safety shoes up to the maximum annual amount provided there are ruined during the course of an employee performing their job in a maintenance, electrical, setup, shift or downline technician classification. Upon providing a receipt, the employee will be reimbursed.

## **HEALTH & SAFETY IMPROVEMENT PROCEDURE**

- 36.05 Where an employee has a concern or has identified an opportunity to improve the health and safety of the workplace, he shall first discuss the matter with his supervisor directly or through a Joint Health & Safety Committee person. At this discussion, the parties shall discuss both the problem and the employee's recommended solution. The supervisor shall make a reasonable effort to make the improvement or to explain to the employee why the improvement cannot be made.

- a) If the issue cannot be resolved by a discussion with the supervisor, the employee will be given an opportunity to speak to their Joint Health & Safety Committee person subject to 36.03 (c) (x).
- b) The Joint Health & Safety Committee person upon reviewing the situation and discussing the matter with the employee and the supervisor, will attempt to resolve the matter with the supervisor.
- c) If no resolution is found, the Joint Health & Safety Committee person may discuss the matter with the department manager or a member of the Human Resources department. The Joint Health & Safety Committee person may choose to reduce the issue to writing during this meeting.
- d) The person to whom the Joint Health & Safety Committee person spoke with in c), above shall indicate to that Committee person, in writing within two (2) working days what action he intends to take. Such indication shall include an estimated date of completion.
- e) This Health & Safety Improvement Procedure in no way restricts the opportunity of any employee or member of management to exercise any legislated rights nor does it in any way limit the responsibility of any employee or member of management to exercise any legislated responsibility.
- f) The Company will continue its practice of permitting Health & Safety Committee members to initiate Health & Safety work-orders. Such work-orders will be reviewed by the Company on a priority basis.
- g) Accident/Incident Investigation Reports will be completed by the Company and signed by a member of the Joint Health & Safety Committee and the Joint Health & Safety Committee will receive a copy of same.

- h) When the Company has an outside contractor perform work on company premises, the Company will advise the contractor that they are required to comply with company health and safety regulations.
- i) When new production lines are installed in the plant they will be inspected by the Health & Safety Committee for the purpose of making recommendations for improvements as related to health and safety.
- j) The Company agrees to provide adequate ventilation throughout the plant during the life of this agreement.

## **MISCELLANEOUS**

- 36.06 a) Nothing herein shall be construed to restrict any employee's rights under provincial legislation. The Company and Union may make adjustments to the provisions of this article in order to accommodate the provincial legislation.
- b) Not fewer than two (2) employees shall work in the plant at any one time.
- c) In the event that the Ontario Occupational Health & Safety Act and Regulations for Industrial Establishments dated November, 1992 is amended to delete Part V, (Right to Refuse or to Stop Work Where Health or Safety in Danger), Chapter O.1, section 43, the Company and the Union agree that the Collective Agreement will be amended forthwith to provide all employees with the protection rights of the November, 1992 Act, section 43.
- d) Local or National Union Health & Safety staff shall be permitted to visit the workplace with prior notification and permission from the Company.

## **MINUTE OF SILENCE**

- 36.07 The employees will be allowed to observe a Minute of Silence on April 28th in each year at a time selected during working hours in memory of those persons who have been killed at work during the past year.
- 36.08 The Company recognizes its joint obligation with the Union to provide a safe working environment for all the employees. To this extent, where an employee may be assigned to perform work in an area of the plant where contact with other employees may be limited, it is understood that periodic checks for welfare of the employee will be made throughout the work term.

In addition, in certain remote areas of the plant where maintenance procedures (for example; high platform work in the Elutriation room) create a potential hazard by working alone, the Company will agree to allow the "buddy-system" to be used "as required".

## **ARTICLE 37 - SUBSTANCE ABUSE**

- 37.01 During negotiations, the Union and Company representatives discussed substance abuse as it affects the employees. In addition to the serious consequences to the individual, both parties recognize that substance abuse contributes to absenteeism and turnover and other disruptions of the work force, and it can adversely affect safety, job performance and employee morale.

The Company and the Union realize the importance of a continuous co-operative effort between its Management and the C.A.W. officials and members in this regard, and it will be appropriate for the C.A.W. and the Company to review and discuss these problems from time to time, with a view to providing assistance to addicted employees, consistent with these employees' attitudes toward their problems. A Committee will be set up comprising representation of the Company and the Union to administer a program.

Such assistance includes, but is not necessarily limited to, identification of the problem(s) at the earliest stage(s), motivating the individual to appropriate treatment and rehabilitation facilities, and a continuing education of members of management and Union alike to recognize and deal constructively with such problems as they arise.

The Corporation will provide all normal group insurance benefits for employees who are undergoing a prescribed rehabilitation process.

The Corporation will strive to co-operate with the C.A.W. in supporting and emphasizing the objectives of an employee assistance program.

## **ARTICLE 38 - SKILLED TRADES**

- 38.01 Skilled Trades for the purpose of this Agreement shall be those listed as follows:  
Electrical Technician  
Maintenance Technician  
Heating and Cooling Technician
- 38.02 Seniority in the Skilled Trades shall be by non-interchangeable trades within each group.
- 38.03 Employees entering a Skilled Trades group with the Company shall have date of entry seniority in the Trades group as listed in 38.01.
- 38.04 Non-Skilled Trades employees will not exercise their seniority in a Skilled Trades group nor will a Skilled Trades employee exercise his seniority in a non-skilled group.
- 38.05 Skilled Trades employees shall only be entitled to exercise their seniority within their respective Skilled Trades classification, or other Skilled Trades classifications, provided they are qualified and able to do the work.

- 38.06 Seniority within each Skilled Trades group as described in Article 38.01 shall govern lay-off and recall of employees provided there are available employees with seniority who are willing and able to do the work of the employees to be laid off.
- 38.07 In the case of lay-off in a Skilled Trades classification, the following procedure shall be used:
- a) probationary employees in the classification will be laid off first;
  - b) supplemental employees will then be laid off;
  - c) thereafter, seniority employees in the classification will be laid off in reverse order of seniority, provided the remaining employees are able to do the required work.
  - d) employees shall be recalled in reverse order of lay-off.
- 38.08 For the purpose of this Article, a "Journeyman" is defined as follows:
- a) any employee who has served a bona fide apprenticeship of four (4) years (8,000 hours) and holds a provincial certificate; or
  - b) any employee who possesses a valid CAW/UAW Journeyman's card; or
  - c) any employee who commences and satisfactorily completes eight (8) years of practical experience in a skilled trades classification with Kautex Corporation and obtains a CAW Journeyman's card.
- 38.09 Whenever the Skilled Trades department is required to increase its work force and qualified Skilled Trades employees (including Journeymen) are not available, non-skilled employees may be hired or classified on a temporary basis to supplement the workforce in the Skilled Trades department, and shall be known as "supplemental employees". Such supplemental employees

shall not accumulate seniority in the Skilled Trades group but will continue to accumulate plant seniority. The vacancy for a "supplemental employee" shall be posted in accordance with Article 14.01 to allow employees in the bargaining unit to apply before a new employee is hired for the position

- 38.10 The Company shall recognize a skilled trades steward to deal with skilled trades issues arising out of this collective agreement.

Such steward shall be elected by the skilled trades group and shall participate in negotiations. The Company will pay the Skilled Trades Steward two (2) days at eight (8) hours straight time to prepare for negotiations and for all the time and hours spent in negotiations up to and including the date a strike or lockout commences. Preparation payment day shall be a maximum of eight (8) hours per day.

- 38.11 The company agrees to replace tools that are broken or worn out through the course of performing their job in the maintenance, electrical, setup, process technician classifications. The Company agrees to pay a tool allowance to \$500 during life of agreement reimbursable to technical employees.
- 38.12 The Company agrees to pay for license renewal fees for licenses that skilled trades employees are required either by the Company or by law to possess in order to perform their job functions at Kautex.
- 38.13 The Company agrees to provide a separate change area in the Maintenance compound for female technicians in addition to the current change area for male technicians.
- 38.14 The Company agrees to honour the language as presently written in the Collective Agreement.



- 38.15 Skilled trades employees with no license – The Company will continue to its practice to educate and train skilled trades employees without loss of pay and assist employees for working toward fully qualified skilled trades provincial certification.

## **ARTICLE 39 - PENSION PLAN**

- 39.01 Effective July 1, 2000, the Company will provide a defined benefit pension plan as per the "Kautex Textron Hourly Employee Defined Pension Benefit Plan" for the employees covered by this agreement. The plan will recognize prior service, maximum credited service of 30 years, early unreduced at age 62 with ten (10) years service, and a disability benefit with (10) years service. The pension multiplier effective July 1, 2006 through June 30, 2007 will be \$31.00 per year of credited service, and from July 1, 2007 through June 30, 2008 will be \$32.50 per year of credited service and from July 1, 2009 and after, \$34.50 per year of credited service.

## **ARTICLE 40 - PRODUCTION STANDARDS**

- 40.01 The Union agrees and recognizes that the measurement of work and determination of time standards is solely and exclusively a management function.

The speed of operations shall be made on the basis of fairness and equity consistent with quality workmanship, efficiency of operations, the reasonable work capacity of normal operators and shall give due consideration to fatigue, personal time and non-cyclical work elements and the safety of operators.

The Company agrees that it shall not manipulate the speed of any machine for the purpose of harassing an employee.

In the event of a production standard dispute, the Company will recognize the Union time study representative for the purpose of investigating the production standard and the Company will, upon request, provide all necessary information that the Company used to arrive at the production standard. Such information shall not leave the plant premises unless authorized by the Company.

## **ARTICLE 41 - LUNCH ROOM / WASHROOMS**

41.01 In addition to the current equipment in the lunchroom, the Company will provide a sink and a cold water fountain. The Company and the Union will provide a clean lunchroom/washrooms for all employees.

The Company will ensure that microwaves and fridges are kept in working order.

## **ARTICLE 42 - SEVERANCE PAY**

42.01 In the event the Company closes the plant, employees having less than three (3) years' seniority will receive one (1) week severance pay per completed year of service. Employees with three (3) years' but less than five (5) years' seniority will receive 1.5 weeks of severance pay per completed year of service. Employees with more than five (5) years' seniority will receive two (2) weeks severance pay per completed year of service.

## **ARTICLE 43 - LETTERS OF UNDERSTANDING**

43.01 The parties agree that the Letters of Understanding attached to this agreement and any other Letters of Understanding signed by the parties during the term of this collective agreement shall be binding upon the parties as though they formed part of the collective agreement. Notwithstanding this, Letters of Understanding expire at the conclusion of the term of this agreement or such earlier time as specified in each letter.

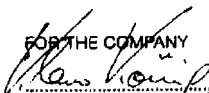
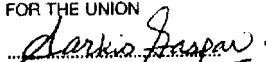
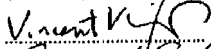
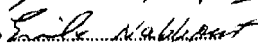

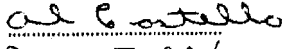

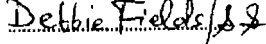
## ARTICLE 44 - DURATION

44.01 This agreement shall be effective from the 25th day of June, 2006, to and including the 24th day of June, 2009. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry of the date of the agreement.

Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date, for any stated period acceptable to the parties in accordance with the Labour Relations Act.

DATED at Windsor, Ontario, this 25th day of June, 2006.

FOR THE COMPANY	FOR THE UNION
	
	
	
	

# **Letter of Understanding#1**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as “the Company”)

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as “the Union”)

## **Re: Testing Procedures**

For positions in which a test is part of the qualification process, tests will be conducted as follows:

- All test questions, either written or practical will be relevant to the position.
- Testing of all applicants will be done at the same time and at the same location.
- Failure of an applicant to be able to write the test at the prescribed time and place will disqualify the applicant.
- Testing will be scheduled by the Company and employees, when necessary, will take the test on their own time.

## **Letter of Understanding#2**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Ratification Bonus**

The Company agrees to provide a ratification bonus of \$500 (gross) payable within two (2) weeks following ratification to all employees not on layoff as of May 18th and any laid off employee who shows up and votes. List of laid off employees who voted to be supplied to the Company by the Union.

## **Letter of Understanding #3**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Lump Sum Payments – Christmas**

The Company agrees to provide each seniority employee with a lump sum payment of \$400(net) in year one (1) year two (2) and three (3) of this agreement. Payments will be made not later than the second pay period in December, 2006 and not later than the second pay period in December, 2007; not later than the second pay period in December, 2008.

Employees will be eligible for the above payments provided they have performed work between June 25th and date payable in each bonus year in each contract year.

## **Letter of Understanding #4**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Provision of fans in the plant**

In April of every year, the Company will discuss with the Union. the number and location of fans *prior* to purchasing or locating said fans.

The Inventory Control/Crib Attendant will inspect all fans and make arrangements for the necessary repairs or purchase of new fans as required.

## **Letter of Understanding#5**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Refreshment in the plant during summer months**

It is agreed that the Company will institute, during the period from Victoria Day to Labour Day, a policy of allowing employees to bring non-alcoholic drinks into the plant provided they are in non-disposable containers.

If there is any damage to material or machines, or if the containers are not removed at the end of the shift, the Company may, after discussion with the Plant Chairperson, revoke this policy.



## **Letter of Understanding #6**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Phone Lines**

The parties recognize that it is the responsibility of the employee to communicate directly with the Company regarding the nature and expected duration of any absence prior to the beginning of their shift. To this end, an employee will be required to call the Attendance Line at 977-2114 to provide the requested information. Employees are required to call at least ? hour prior to the commencement of their shift except in cases of emergency but no later than the start of their shift.

Other Phone Numbers:

Kautex Confidential Hot Line at 251-7617  
to report incidents and concerns.

Emergency line at 977-2156 used in cases of  
emergency to contact employees at work.

The numbers provided for in this letter are subject to change by the Company and in such event, the company shall post a notice in the plant advising the employees of such change.

## **Letter of Understanding#7**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Written Permission to leave the Company premises**

The Company will develop a mechanism to allow employees who are excused from work during their shift to be provided with written authorization for such approved absence.

## **Letter of Understanding #8**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Temporary Part Time Employees (TPT)**

The company will be permitted to hire additional personnel to fill in for bargaining unit employees (one to one ratio) who are absent or refused to work on a shift as follows:

- A Leave of Absences
- B Vacations
- C S&A or WSIB
- D Training or schooling purposes
- E Cover overtime needs after all seniority employees entitled to work have been asked.

Such additional employees shall be classified as Temporary Part Time (TPT) and subject to the following conditions of employment:

1. The use of TPT employees shall be limited to the operator classification.
2. Such TPT employees shall not be entitled to the provisions of the Collective Agreement unless otherwise provided herein.
3. TPT's shall not be permitted to gain seniority status.
4. TPT employees shall not be eligible to submit a grievance under the terms of the Collective Agreement except in the case of termination of employment. In such cases the TPT employees will

be subject to the same standards as probationary employees per Article 10.01 b).

5. TPT employees shall be required to pay Union Dues and Initiation fees according to the Union Constitution.
6. TPT employees shall receive an hourly rate of seventy (70%) percent of the base rate of the operator classification.
7. TPT employees shall be eligible to be paid overtime rates in accordance with the overtime provisions of the Collective Agreement.
8. TPT employees will not work overtime until all seniority employees have been asked to work in accordance with Article 18.
9. TPT employees shall only be paid for the periods for which they work except for any holiday pay they may qualify for under the ESA.
10. TPT employees will be the first sent home if there is a reduction in force in accordance with Articles 13.01 and 13.02.
11. TPT employees will not be used during any period of layoff in excess of 1 day. The only exception will be if all the employees on layoff are on voluntary layoff.
12. A TPT employee shall not work more than 1000 hours per calendar year.
13. In the event a vacancy exceeds 1000 hours, it shall be posted as a permanent opening, in accordance with the agreement.
14. If employees in the non-operator classification are on layoff, TPT employees will not be offered the opportunity to work until the laid off employees have been offered the work in the operator classification.

15. The Company agrees that TPT employees will not be used to circumvent regular manpower or to reduce the number of floater employees to less than a minimum one floater per line.
16. In the event a TPT employee is hired as a permanent full time employee, provided they have completed a total of 480 hours in a 12 month period, they will not be required to put in a new probationary period and their seniority date will be the date they are hired as full time.
17. In the event additional TPT employees are required, the Company shall schedule such employees with the mutual agreement of the Union.
18. The Company agrees to supply the Union a list of TPT employees with all hours worked, and also the names of the employees they are replacing on a weekly basis.
19. TPT employees will not be used to replace any employee who refused a job under the Occupational Health and Safety act.

## Letter of Understanding#9

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafterreferred to as “the Company”)

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafterreferred to as “the Union”)

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SWIPE	WORK 8 HOURS ON SAT	CHARGE 12 HOURS
SWIPE	WORK 8 HOURS ON SUN	CHARGE 16 HOURS
SWIPE SWIPE	NOT CHOSEN TO WORK CHOSEN, BUT DOES NOT WORK	NO CHARGE CHARGE 24 HOURS Sat 32 HOURS Sun
NO SWIPE NO SWIPE	HOURS WOULD HAVE ALLOWED YOU TO WORK REQUIRED TO WORK	Charge based on day Charge based on day

## **Letter of Understanding #10**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Noise Level in the Plant**

During the recent negotiations considerable time was spent discussing the noise levels in the plant.

The company agrees to endeavour to try to reduce the noise levels in the plant during the life of this agreement.

## **Letter of Understanding#11**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Workplace Harassment**

Re: Articles 3.02, 6.01, 6.03, 6.04

The parties agree that, within 6 months of the ratification of this Agreement, training on recognizing, investigating and dealing with harassment complaints under this Article will be provided to front line supervisors, union executive and union stewards. Thereafter, any additional training required to deal with legislative changes may be scheduled by mutual agreement of the members of the Harassment Committee.

At the Windsor facility, the Company and the C.A.W. are committed to providing a workplace for its employees, that is harassment free and that there shall be no discrimination exercised or practiced with respect to age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, disability, previous criminal record for which a pardon has not been granted, family status, sexual orientation nor by Union membership or activity.

Furthermore, it is the position of the Company, that it will act in good faith, consistent with the terms of this Agreement without favouritism shown to its employees in the course of business and executing the terms and conditions of the Collective Bargaining Agreement.



Annually the Company will provide salary and hourly members of the Harassment Committee training on harassment / discrimination and how to conduct an investigation into alleged issues of harassment / discriminatory acts.

Additionally, the Company will provide annually to all salary and hourly employees of the Windsor facility training on Sexual Harassment and discrimination.

## **Letter of Understanding #12**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Parking**

The company agrees to continue its current practice of providing parking for its employees within the life of this agreement.

## **Letter of Understanding #13**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Employment of Agency Employees**

In cases where the Company is required to hire additional employees into the plant, who are employed by a staffing agency, and excluding employees who are employed by an outside contractor, such employees shall be considered to be probationary employees. These probationary employees will be subject to the provisions of the collective agreement as afforded to probationary employees.

## **Letter of Understanding #14**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Outside Insurance Carriers**

The Company agrees to deny access of employee information to external insurance carriers excluding matters related to WSIB claims and the Company's own insurance carriers unless consent is provided by the employee.

## **Letter of Understanding #15**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Company's Proper Legal Name**

The Parties agree that all references in the Collective Agreement to "Kautex Textron North America" will be changed to reflect the Company's proper legal name for all final documents.

## **Letter of Understanding #16**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Removal of Discipline**

The Company agrees to remove discipline records up to and including written reprimands from all employees files effective upon ratification. In addition, the Company will also remove all one day suspensions related to attendance. No payments will be made to employees as a result of the removal of any discipline.

## **Letter of Understanding #17**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Article 10.04 Disciplinary Interview**

With respect to the meeting in Article 10.04, the parties are agreed that, in order to verify that Employees were asked prior to the meeting regarding Union representation, the Union will supply the Company with forms on which the Employee will fill out, in their own handwriting, the date and time of the meeting and their choice as to whether or not they wish to have a Union representative present. This form will be filled out prior to the meeting starting.

If the Company fails to offer representation or fails to provide verification as noted above, then the statement taken cannot be used at any subsequent hearing.



Kautex Textron Unit

I, .....  
Herby verify that I was offered the right to have Union Representation present prior to the commencement of this Meeting/Interview.

I, the above, have read and understand the content of this statement and have indicated my preference below.

YES, to have the Union present during this Meeting/Interview.

NO, I do not request Union Representation for this Meeting/Interview.

Signature of Employee:.....

Date:..... Time: .....



## **Letter of Understanding #18**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Article 14.04 a) Grandfathering of Backups**

Classified employees, who as of June 24, 2003, hold two Qualified Backup positions (obtained by posting), will be allowed to retain the two Qualified Backup positions. In the event such an employee is the successful bidder on a different Qualified Backup position they can resign one position and still retain two. However, if such employee holding two Qualified Backup positions resigns from either backup position without having obtained a replacement position as above, they will then be limited in future to holding only one Qualified Backup position.

## **Letter of Understanding #19**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Job Qualifications**

Within 90 days of ratification, the Union to submit a list of job postings that they believe are unreasonable and the parties will meet to attempt to address the Union concerns. Within 6 months of ratification, the qualifications for the jobs will be published in the plant so employees can review so they can plan for advancement.

In the event that the parties fail to reach a resolution, the Union retains the right to grieve the reasonableness of the qualifications.

## **Letter of Understanding #20**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Shift Technicians/Downline Technicians**

The Company is committed to cross-training the shift technicians and downline technicians so that they are competent on all machines. Therefore, the Company commits to assessing the training needs of the technicians by December 31, 2003 and will begin the training programmes by that time.

By three months after the completion of the training, the Company will begin a rotation schedule of the technicians between machines, so that each technician has the opportunity to familiarize themselves with the various machines in the facility and to retain the knowledge gained on each machine. However, it is understood that the Company may transfer employees from time to time outside of the schedule as production requirements dictate.

## **Letter of Understanding #21**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Material Handlers**

Material Handlers will be allowed at each December job pick to choose their work assignments on their shift by seniority. It is understood that the Company reserves the right to alter these areas of responsibility as needed from time to time as production needs dictate and that the Material Handlers will accept responsibility to help out on other lines or in other areas when required.

In the event of a temporary vacancy, the temporary vacancy will be filled in accordance with Article 14. In the event of a permanent vacancy or new job assignment, the material handlers on that shift will be allowed to move to the job by seniority, if they wish, and the resulting vacancy will be filled with the most senior Qualified backup.

## **Letter of Understanding#22**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: ESA Days**

Company agrees that for any day for which the employee is paid by the Company (i.e. bereavement, PPH, vacation, holiday) the employee will not be charged with an Emergency Leave day under the ESA.

## **Letter of Understanding #23**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: CMM Work. Fuel Lab, R&D Work**

Company agrees that all CMM layout work, whether prototype or production, is bargaining unit work, and that all welding to be done on tanks to seal the tank for fuel testing is bargaining unit work.

## **Letter of Understanding #24**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Cell Phone Use for Committee Members**

It is agreed that the Chairperson, Vice Chairperson and Secretary will be allowed to carry and use cell phones at the workplace for the purposes of union business only.

In addition, the JH&S Chairperson may carry and use a cell phone at the workplace for use related to JH&S business only.

## **Letter of Understanding #25**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Article 27 – Payment of Wages**

Within 60 days of ratification, the Company will determine the feasibility of generating a report which will show punches missed by the employees. The report will be sent to the Union printer every Friday. It will be the employee's responsibility to check with the Union, and if they have a missed punch, it will be their responsibility to provide the proper paperwork to ensure proper payment. If the employee fails to get the proper paperwork in on time, the pay adjustment will be made in the next pay period.

In the event that the Company cannot provide such a report to the Union, the Company agrees that when an employee receives their paycheque which *is* short money due to a mispunch, the shortage will be made up within 24 hours. This provision will apply to a maximum of 2 missed punches for any reason per month. After that, the correction will be made on the next payperiod. This maximum does not apply where the employee has brought a mispunch to the attention of the Company in time for the present payperiod.



## **Letter of Understanding #26**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Doctor's Notes**

The Company agrees to reimburse employees for doctor's notes required by the Company. Employees must provide the original receipt for payment.

Re-imbusement for doctor's notes or S&A forms will be without any taxes deducted.

## **Letter of Understanding#27**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Lieu Days**

During the terms of the 2006 negotiations the parties discussed the concepts of "Lieu Days".

The parties have agreed that after ratification they will sit-down and attempt to work out a procedure that would allow for lieu days to be implemented.

If the Company agrees, it will be tried on a trial basis that either party could cancel with a thirty (30) day notice.

## **Letter of Understanding #28**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Transferring of Employees from One Shift to Another**

This letter will serve to clarify the parties following understanding;

In the event the Company needs to transfer employees from one shift to another the Company will:

- 1) Post the vacancy on the board for a twenty-four (24) hour period
- 2) If there are no employees who volunteer for the switch shift, then the lowest seniority employee from the classification where the switch shift is to be made will be transferred to the shift.
- 3) The switched employee will be allowed a Leave of Absence if necessary to attend any pre-scheduled and documented appointment (e.g. Doctor's visit) that were made prior to the switch.

## **Letter of Understanding #29**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Teams**

During the recent negotiations the parties discussed at great length a continuous improvement program in order to make the Windsor facility a more efficient, cost competitive and viable operation. Each party agrees to implement a team concept approach to identify the root cause of the inefficiencies and implement change to correct the *problem(s)* and improve productivity.

However, it is clearly understood that the team does not have the right to implement any changes that affect any provision of the Collective Agreement. Issues which impact provisions of the Collective Agreement must be presented to the Company and Union Negotiating Committee *for* mutual agreement before any proposed change(s) can be made.

Parties have agreed that upon ratification, the Company and the Union will establish joint teams for the following classifications/groups:

- 1) Operator and Process Groups
- 2) Materials Group
- 3) Quality Group
- 4) Skilled Trades Group
- 5) Prototype, Re-work, and Service Group

Teams will consist of two co-leaders, one from the Union, selected by the Union, and one from the Company. The remainder of each team will be comprised of not less than one (1) additional participant from each of the bargaining unit and managerial staff from the classification / group identified.

*Purpose of Team:*

- 1) To identify inefficiencies and continuous improvements to work processes and discuss methods for improved productivity.
- 2) Propose and implement changes that will improve efficiency, eliminate waste, and make the plant more cost competitive.

*Team Go-Leaders:*

The Company commits to training the team leaders in the areas of:

- 1) Leadership,
- 2) Problem solving techniques,
- 3) How to facilitate change in the workplace that does not violate the Collective Agreement or infringe on management's rights

*Team Members:*

Will work with their co-leaders to help:

- 1) Identify the root cause of problems in their specific work area.
- 2) To work with the co-leaders to implement change in the work place.
- 3) Participate and attend required training sessions identified for Problem solving techniques.

*The Company commits to providing the team with:*

- 1) All necessary training, support, and identification of problematic conditions.
- 2) Time and place to meet (meetings – frequency and when, should be decided by the team leaders).  
Note: All meetings and frequency of them are subject to approval from senior management
- 3) The Company further commits to respond to the suggested changes of the Teams and where possible, implement such changes in a timely fashion. If a suggestion / change is not going to be implemented, the team will be provided the reason for not implementing such change. This will allow for further discussions to take place and identify the areas of concern.
- 4) All members of the team will be paid for time spent in their joint team groups.

## **Letter of Understanding #30**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: PPH for Recalled Employees**

Employees who are recalled from a layoff and did not work any hours in the previous contract year, will not be entitled to any PPH days.

If recalled from layoff the employee will earn one (1) PPH day for each 100 hours worked, up to the maximum of the entitlement.

Employees will have the option of being paid out their unused PPH entitlement when they are laid off. If they choose not to, they will be paid for their unused PPH days in accordance with Article 28.

## **Letter of Understanding #31**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Short Term or Task Recall**

The Company will canvas the laid off employees to see if any employee would like to be called to cover short term absences or to fill in for overtime vacancies after the Company has exhausted the provisions of Article 18:00, subject to the following conditions.

- 1) Employees will be asked to cover the short term vacancies as listed above on a 1 for 1 basis.
- 2) Employees who do not wish to volunteer for these short term vacancies will not forfeit their rights to a full-time recall.
- 3) Employees will be offered to work in the Operator classification only, in order of seniority.
- 4) Employees will be assigned to cover the vacancies on the shift / line where the opening exists.
- 5) Employees will be paid at the appropriate rate of pay and if they work a minimum of 24 hours that month, they will be provided benefit coverage for one month only. If they are utilized the next month, for 24 hours then another month of coverage.



## **Letter of Understanding #32**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Summer Vacation Coverage**

- 1) The Company will determine how many employees will be needed to cover their vacation requirements during the summer months.
- 2) Once the Company determines how many employees will be needed, they will recall those employees and they will be assigned to work in the operator classification to cover a shift or a line where the vacancy exists on a 1 for 1 basis.
- 3) Employees recalled will be deemed to be working under a notice of layoff.
- 4) Employees, who refuse a temporary recall to cover vacation, will not forfeit their right to a full-time recall.
- 5) Employees recalled under these provisions will be placed on Benefits under Article 30:00 and paid at the appropriate rate of pay.
- 6) When laid off, the employee's benefit coverage will continue on the basis of 1 month for each month they worked up to a maximum of 3 months.
- 7) Pension as per current agreement

## **Letter of Understanding #33**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Voluntary Resignation Package**

During 2006 Collective Bargaining the Employer and the Union discussed the fact that there were currently a number of seniority employees on layoff. A list of these employees is attached to this Letter of Agreement. The partners also discussed the fact that many of these persons will never be recalled to work as a result of continued business conditions.

In order to give these laid *off* employees some measure of financial assistance as they transition to new careers, the Employer and the Union have agreed to a Voluntary Resignation Package (VRP) based on the following terms and conditions:

- 1) Only those persons listed on the attached schedule are eligible for the VRP.
- 2) Eligible employees must elect to take the VRP in writing on documentation to be provided by the Employer on or before August 17, 2006.
- 3) Employees electing to take a VRP will be eligible for the following payments based on years of service:
  - i) Less than 3 years of service -.66 weeks of pay per year of service.

- ii) Between 3 and 5 years of service -1.1 weeks of pay per year of service.
  - iii) More than 5 years of service -1.5 weeks of pay per years of service.
- 4) The payments referred to in paragraph 3 will be pro-rated for partial years of service for example, an employee with 4.5 years of service as of the date of lay-off will receive a payment of 4.95 weeks of pay calculated as follows:
- $4.5 \text{ (years)} \times 1.1 \text{ (weeks)} = 4.95 \text{ weeks.}$
- 5) All payments will be made less required statutory deductions.
  - 6) Notwithstanding the provisions of paragraph 5, an employee may elect to have the payment made to their RRSP provided they provide the Employer with the necessary documentation from Revenue Canada in this regard.
  - 7) For the purpose of calculating a "week of pay", the payment will be based on 40 hours pay at the current hourly rate of pay for the classification in which the employee last worked.
  - 8) As a condition of receiving a VRP an employee will be considered to have voluntarily resigned his/her employment with the Employer and will execute a release confirming their understanding and acceptance of the payment and the fact that in doing so they have voluntarily given up their right of recall to the Employer permanently and have no claims against the Employer arising out of the Collective Agreement, Employment Standards Act, or any other statute.
  - 9) Employees accepting the VRP will be provided with a basic letter of reference confirming the period of their employment, date of layoff, and position(s) held.
  - 10) Employees on the schedule who do not elect to take the VRP by the date specified in paragraph 2 above

will retain their recall rights in accordance with Article 12.04 of the Collective Agreement.

- 11) This Letter of Agreement is made on a without prejudice and non-precedent setting basis and creates no obligation on the Employer or the Union to enter into any subsequent, identical, or similar agreement.
- 12) Any dispute about the interpretation or enforcement of this Letter of Agreement will be subject to the arbitration provision(s) of Article 9 of the Collective Agreement.

## **Letter of Understanding #34**

Between

**KAUTEX TEXTRON NORTH AMERICA**  
(hereinafter referred to as "the Company")

And

**CAW LOCAL 195, KAUTEX TEXTRON UNIT**  
(hereinafter referred to as "the Union")

### **Re: Overtime Procedures for Weekend Start-Up**

For weekend start-up only:

If the overtime scheduled is three (3) hours or less, the shift reporting to work will be canvassed as per the procedures for coming in early for a shift.

If the overtime is greater than three (3) hours, the shift affected will be offered the overtime, if they were not already scheduled to work.

If the shift affected was scheduled to work overtime, then the overtime will be offered to the shift reporting to work as per procedures for coming in early for the shift.