

# **COLLECTIVE AGREEMENT**

Made effective this

**1st day of October, 2000**

at Owen Sound, Ontario

between

**EDWARDS**

**OWEN SOUND OPERATIONS**

A Unit of **SPX Canada Inc.**

hereinafter called "The Company"

of the first part

and

**UNITED STEELWORKERS OF AMERICA**

hereinafter called "The Union"

of the second part

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## **ARTICLE 1- PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide an orderly collective bargaining relationship between The Company and The Union with respect to the Bargaining Unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of The Company business. The Agreement shall be regarded as a complete and full statement of the relationship between The Company and The Union. The parties agree that all matters and proposals raised in collective bargaining have been disposed of and no issues remain unsettled. No amendment, qualification, change, interpretation or alteration shall be effective unless it is made in writing and signed by duly authorized representatives of the parties who have executed this agreement.

## **ARTICLE 2 - DURATION OF AGREEMENT**

This agreement shall become effective on the 1st day of October 2000 and shall remain in effect for the full period and shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party within ninety (90) days prior to September 30, 2002 or to the expiration of any yearly term thereafter. If notice is given within ninety (90) days prior to September 30, 2002 negotiations can commence on or after July 1, 2002.

## **ARTICLE 3 - UNION RECOGNITION**

**3:01** The Company recognizes The Union as the sole and exclusive bargaining agent for all of its employees at Owen Sound, Ontario, save and except: foremen, those above rank of foreman, office, sales and field service staff, students employed during the school vacation periods, engineering or marketing trainees, receiving on-the-job orientation under the training of a fully qualified bargaining unit employee (maximum three (3) at a time and only in classifications where no bargaining unit employees are on **layoff**).

**3:02** Persons who are not members of the bargaining unit shall not work on jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or in emergencies.

### **3:02 (CONTINUED)**

When in the case of emergencies, and employees on shift cannot handle the requirements, Management will attempt to contact an off-shift employee. If such an off-shift employee cannot be reached, the work will be done by a non-bargaining unit employee.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4:01** The Union recognizes that it is the function of Management to manage the affairs of the business and to direct the working forces of The Company, subject to the terms of this Agreement.

**4:02** Such Management functions shall include but not be limited to:

- 1) To determine the products and schedules of production, the locations of production and the methods or sequence of manufacturing processes;
- 2) To maintain discipline of employees, including the right to make reasonable rules and regulations, provided however, that any dispute as to the reasonableness of such rules and regulations or any dispute involving claims of discrimination against any employee in the application of such rules and regulations shall be subject to the grievance procedure of this Agreement.
- 3) To discharge, suspend, discipline or demote employees for just and reasonable cause, and also to hire, transfer, promote, and to assign employees to **shifts**, with due regard to seniority within the terms of this Agreement.

## **ARTICLE 5 - UNION SECURITY**

**5:01** It shall become a condition of employment that all employees become and remain members of the respective Union in good standing. New and rehired employees must become members of the respective Union following completion of the probation period.

**5:02** The Company agrees that it will deduct from the earnings of each member of the bargaining unit who is issued a regular weekly pay cheque, union dues, fees and assessments in a specific amount certified by the respective Union to The Company. Any demands by The Union for the deduction of special assessments or any monies differing from the specific normal deduction must be accompanied by a memorandum signed by the President and Treasurer of the Union Local and must be received not later than two (2) work weeks prior to the day of normal deduction. Such deductions shall be remitted at the end of the month to the designated officer of the respective Union and shall be accompanied by a list of all current Union members indicating a deduction or no deduction for each.

**5:03** The Union shall indemnify The Company for any actions for which The Company may become liable in carrying out this provision.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

There shall be no work stoppage or slow down on the part of The Union or any of its members or any lockout on the part of The Company during the life of this Agreement.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7:01** Any employee having a problem with regard to his relationship with The Company must discuss any such problem with his Supervisor prior to initiating a written grievance. The Supervisor will inform the employee of his right to have his Steward present during such meeting. At any step of the grievance procedure, an employee may request the presence of his/her Union Steward; such request will be granted.

### **7:01 (CONTINUED)**

Any employee and/or his/her Steward may enter a formal grievance in writing signed by the aggrieved employee to the employee's Supervisor within ten (10) working days of the incident giving rise to the grievance. Such written grievance shall state an article(s) of the contract that the employee and/or his/her Steward feels has been violated but such submission shall not limit the full use of all articles of the contract at any succeeding arbitration hearing. The Supervisor shall hold a meeting with the employee and the employee's Steward within three (3) working days of receiving the written grievance. The Supervisor shall respond to the grievance in writing within three (3) working days of such meeting.

**7:02** If no settlement is reached under 7:01 above, then within three (3) working days the grievance shall be presented to the Human Resources Manager.

**7:03** The Human Resources Manager shall hold a meeting with the Chief Steward and Shop Steward and/or **the Grievor** within three (3) working days or at a mutually agreeable time of presentation of the grievance to attempt a settlement of the dispute. The Human Resources Manager shall give his/her decision in writing within three (3) working days or at a time mutually agreed upon. If the matter is not satisfactorily settled at this level, then it may be submitted in writing within three (3) days to the Vice President - Manufacturing for disposition.

**7:04** The Vice President - Manufacturing shall hold a meeting with the Union President, Chief Steward and Steward and/or **grievor** within four (4) working days, or at a mutually agreeable time for presentation of the grievance. The Vice President - Manufacturing shall state his decision in writing to the local Union President within three (3) working days of such meeting, or at a mutually agreed upon time.

**7:05** The Company may bring forward at any meeting held with a Grievance Committee any complaint or grievance with respect to the conduct of The Union, its Officers, Committeeperson or the employees generally and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, may be referred to arbitration in the manner of a grievance of an employee. This does not preclude the Management from exercising its management rights in its normal manner.

**7:06** The Union shall have the right to initiate grievances of a general policy nature under the second stage above.

**7:07** Should The Union fail to carry on a grievance within the time limits set out in this article, or agreed upon, then the grievance shall be deemed to be abandoned. Should the Company fail to answer a grievance within the time limits set out in this Article, or agreed upon, then the grievance shall be advanced to the next step.

**7:08** Where a grievance is not settled under the preceding sections of this Article, including the question of whether or not a matter is **arbitrable**, or where an allegation is made that this Agreement has been violated, either of the parties may notify the other party in writing, within thirty (30) days, of its desire to submit the grievance or allegation to a single Arbitrator for disposition.

**7:09** When notification is given by one party to the other of their demand for arbitration it shall include the names of five (5) Arbitrators **recognized** by the Labour Management Arbitration Commission of Ontario.

If, within fifteen (15) days of the original notification, the parties cannot agree on an Arbitrator from the list provided, then the Minister of Labour shall be requested to make the appointment.

**7:10** The parties will share equally the expenses of the Arbitrator.

**7:11** The Arbitrator shall not be **authorized** to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this agreement,

**7:12** The decision of the Arbitrator shall be final and binding upon both parties.

**7:13** The Company and The Union agree to meet at least monthly at a mutually agreeable time to discuss problem of a general nature. There shall be six (6) members on the committee with equal representation from both Company and Union.

#### **ARTICLE 8 - DISCHARGE AND DISCIPLINARY PROCEDURE**

**8:01** Management shall not take disciplinary action without first warning the employee unless circumstances justify immediate discipline or discharge. In the event of a claim that an employee has been discharged or disciplined unjustly or unreasonably, the grievance shall be filed under the second stage of the grievance procedure within five (5) working days.

In the event that a Bargaining Unit employee is suspended or discharged as the result of a non-violent or non-criminal act he shall be able, at his request, to immediately meet with his Steward or a Grievance Committee member of his/her choice at a mutually agreed upon place prior to his/her leaving the plant.

**8:02** Warnings shall be given to an employee in writing in the presence of his/her Union Steward, unless the employee requests that no Steward be present. The Company and The Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly. Written warnings and derogatory notes shall be removed from the employee's file twelve (12) months after the original offense if no similar offense has been committed during that period. A copy of the written reprimand and/or warning will be given to the Union President.



**8:03** If it is determined or agreed at any step in the grievance procedure, or decided by the Arbitrator, that any employee has been disciplined or discharged unjustly, or that a penalty is too severe, the Management shall put him/her back on his/her job in line with and with no loss of seniority, and they shall pay the employee the amount he/she would have earned had he/she been working, minus any compensation he/she may have received in the interim period, or by any other arrangement as to compensation which is just and equitable in the opinion of the Arbitrator under the terms of this Agreement. The Company shall make the reimbursement payment to the employee within fifteen (15) working days of the receipt of the arbitration award or final grievance answer.

## **ARTICLE 9 - SENIORITY**

**9:01** Each employee who has completed his/her probationary period and whose work falls within the specified area of Bargaining Unit work shall have seniority standing in the plant.

Preferred seniority status will be granted to Table Officers (maximum 6) of The Union Local for the sole purpose, in the event of a reduction in the work force for ensuring that The Union will have proper representation as long as Bargaining Unit employees are required to continue working. Employees with preferred seniority may be transferred from job to job or department to department when necessary because of reduced operations. In no case shall The Company be under obligation to maintain employment of the preferred employees if they are not capable of performing the work available. The Union will provide to Management in writing the names of the Table Officers.

**9:02** Seniority of each employee covered by this Agreement shall be established after a probationary period of 640 hours during a six (6) month period and shall count from a date eighty (80) working days prior to the completion of the eightieth (80th) working day of the individual's employment.

**9:03** Employees shall be regarded as probationary employees until they have acquired seniority as above provided. Probationary employees shall not be entitled to seniority rights and shall be subject, without recourse, to termination due to inability to perform the work required or for just cause.

**9:04** Plant-wide seniority lists shall be posted quarterly in each department. The Local Union President shall receive twelve (12) copies of these lists.

**9:05** All vacancies for positions and newly created positions in the Bargaining Unit as listed in Appendix "A" which must be filled for forty-five (45) calendar days: sixty (60) days for openings resulting from a medical leave, or longer shall be posted for forty-eight (48) hours on the special posting board. Temporary vacancies created as a result of a medical leave will be filled by the most qualified applicant. The qualified applicant will be required to assume the same hours of work as the employee they are replacing. Employees may make application in writing stating their qualifications, skill and ability to perform the function. Employees may qualify as follows:

All vacancies for the weekend shift shall be filled by recalling in accordance with seniority, employees who are qualified to perform the work. If there are not enough qualified employees the vacancy(ies) will be posted.

Weekday employees will also be given the opportunity for re-call but will not be forced to accept.

A list of the applicants will be given to the union.

## 9:05 (CONTINUED)

Any employee who is in a job grade which is lower than the grade of job being posted who wishes to be considered for the promotional move must make application in writing to the Human Resources Department within the forty-eight (48) hour period. In addition to applying in writing, employees should sign the posting on the board. The names of active employees absent from the plant at the time of the posting may be placed on the posting after the person signing the posting has indicated to the absent employee's foreman that he/she has been requested to do so by the absent employee. A laid off employee will be considered to have signed the posting provided that they meet the minimum qualifications outlined in the posting. A probationary employee who has prior training and experience that may qualify them, may sign the posting and the company will consider the application prior to hiring a new employee.

Any employee who is in a job grade identical to or higher than the grade of the job that is posted may make application for such job in writing if the following conditions apply:

- a) The employee has not moved laterally or downward as the result of a successful job posting bid within the previous five (5) months.
- b) The employee shall be allowed to move to a position that is lateral or downward on another shift provided he/she meets the requirements of a) and has not utilized this provision in the last five (5) months.

Selection of candidates for such posted positions will be made from the list of eligible candidates as defined above and seniority shall govern the selection from among those eligible candidates.

Employees from the same job classification, but a different cost centre, will be eligible to sign the posting but the lateral transfer of these employees will be limited to three (3) for each job opening.

Openings created from these lateral transfers will not be posted, but shall be filled by offering the vacancies to qualified applicants from the original posting from other classifications.

**9:05 (CONTINUED)**

The Company will post the name of the applicant selected for training within seven (7) working days from the date the job was first posted. A copy of this posting will be given to the Union President. For positions, level sixteen (16) and above, if as a result of the posting there are no or not enough successful applicants, The Company will re-post the position if the vacancies are not filled within three (3) months.

For Job classifications Alarm System Support Tech, and Alarm System Software/Hardware Eng. Tech and Alarm System Software/Hardware Eng. Specialist the senior applicant will be given the job provided the following criteria are met:

**Alarm System Support Tech:** - Successful applicant must have grade 12 Electronics.

**Alarm System Software/Hardware Eng. Tech.** - Successful applicant must be a graduate from a recognized "Electronic Technician Program" or equivalent as determined by the Joint Union/Management Committee.  
Must demonstrate ability to efficiently trouble shoot electronic equipment to a component level.

**Alarm System Software/Hardware Eng. Specialist:** - Successful applicant must be a graduate from a recognized "Electronic Technician Program" or equivalent as determined by the Joint Union/Management Committee.  
Demonstrate an excellent understanding of system programming techniques and trouble shooting. Demonstrate an excellent understanding of component level trouble shooting, identify design problems and recommend corrective action.

**9:05 (CONTINUED)**

Employees enrolled in continuing studies programs must show satisfactory progress acceptable to the Joint Committee.

In the event that an employee is unsuccessful, after two (2) attempts to complete product training courses, they will be returned to their former position. If their former position no longer exists, they will exercise their bumping rights.

Tuition fees will be reimbursed by The Company after successful completion of the continuing studies program.

The Parties agree that a **recognized** course or a **recognized** Electronic Technician Program is any course that is approved by the Joint Union/Management committee. The Company and The Union agree that Edwards Specific courses are continuing studies programs. Alarm System Support **Techs** enrolled and progressing in an Electronic Technician Program will receive selected **on-the-job** training by existing Alarm System Software/Hardware **Techs** or Specialist.

In the event of a temporary vacancy of less than (15) fifteen working days, it is the intent of the Company to **utilize** existing Bargaining Unit personnel (whether active or on layoff) to perform those assignments. The company will assign the most senior laid off employee, if available, within the Bargaining Unit who is capable of performing the work. If no such employee is available, the company may fill the vacancy at its discretion.

This provision applies to situations in which a temporary vacancy occurs due to unexpected circumstances – illness, injury, equipment failure, etc. and does not in any way restrict Management's existing practices of temporary transfers.

The Company shall endeavour to fill vacancies of less than fifteen (15) days in the above manner before hiring new employees.

**9:06** In recognition of the responsibility of the Management for the efficient operation of the plant, it is understood that in all cases of job postings for vacancies and newly created positions Management has the right to pass over any employee if he/she does not have the ability or physical fitness to perform the work involved. An employee so selected shall receive the appropriate rate in his/her new classification.

Should an employee fail to successfully complete the training period, he shall be returned to his former job. The supervisor will provide written reasons for the employee's inability to perform the job, a copy will be provided to the employee's Steward.

In the event that a Supervisor is unable to accept the performance level of an employee at the completion of the training period he/she may request of the employee an additional training period(s) in which the employee can attempt to prove himself/herself capable of performing the job. Such request shall be initiated in all cases by the immediate Supervisor, with the decision as to the granting of such extension(s) to be a mutually agreeable decision.

Job vacancies for jobs in grade 5 or under shall be awarded to the most senior bidder who is qualified or will become qualified to do the job after a training period of up to fifteen (15) work days.

Job vacancies for jobs in grades 6 to 13 shall be awarded to the most senior bidder who meets the entry level qualifications of the job and will become qualified to perform the job after a training period of up to twenty (20) work days.

For job grades 14 and up, if it is considered that the senior employee bidding for the position is capable of becoming qualified to do the job after a training period of up to ten (10) work days, he/she shall be awarded the job.

**9:07** The appointment or selection of employees for supervisory positions, or for any positions not subject to the provisions of this Agreement, are not governed by this Agreement. Any employee on a seniority list so transferred or appointed and later transferred back to a position which is governed by this Agreement shall be transferred back to the Bargaining Unit:

**9:07 (CONTINUED)**

The company shall advise the union of all such transfers.

- 1) If within seventy-five (75) calendar days of the initial transfer out of the Bargaining Unit, the employee shall be returned to his former job with full seniority.
- 2) If after seventy-five (75) days but prior to six (6) months from the initial transfer, the employee shall be returned to his/her former job if held by an employee with less seniority. If the employee being transferred back to the Bargaining Unit has less seniority than the current incumbent, then the procedure as provided in #3 below would apply.
- 3) If the employee has been out of the Bargaining Unit for more than six (6) months, but less than two (2) calendar years, the employee will be returned to the Bargaining Unit through the job posting procedure, in which case the employee's total seniority while in the Bargaining Unit plus seventy-five (75) days will apply.
- 4) If the employee has been out of the Bargaining Unit for more than two (2) calendar years, he/she shall lose his/her seniority. The employee will be returned to the Bargaining Unit through the job posting procedure with no seniority.

Those employees transferred temporarily to salaried work assignments or those transferred to a salaried position on a trial basis shall continue to accumulate plant-wide seniority for a period or periods not to exceed seventy-five (75) days in any six (6) months period.

## **9:08 LAYOFF**

Where it becomes necessary to reduce the working force within a classification the following procedure will be observed:

- 1) Probationary employees (in the classification) shall be terminated before Bargaining Unit employees are affected.
- 2) If further reductions are necessary the employee in the classification with the least unit-wide seniority shall be displaced.
- 3) Any employee so displaced from his/her classification shall have the right to displace any employee in the plant who is in a job grade no higher than the one from which the employee was displaced if the displaced employee can satisfy the following conditions:

The displaced employee must have greater unit-wide seniority than the individual he/she wishes to displace and he/she must be capable of performing the function within a trial period of five (5) days, and may be required to successfully complete a job-related test before being accepted.

Displaced employees will be allowed a maximum of twenty-four (24) hours to decide which position they will bump into.

- 4) In every case where a senior employee is to be laid off while an employee with less seniority is to stay on or in a case where a senior employee is to have his grade reduced while a less senior employee remains at a higher grade there will be an explanation given to the Steward from the department of the more senior employee outlining the reasoning behind the company's actions.
- 5) Employees who have the same seniority date will have the first letter of their surname effect their seniority by alphabetical order.



**9:09** In all cases where an employee changes grade as the result of this layoff procedure he/she shall receive the top rate in the new grade, provided the top rate does not exceed his/her current rate. If the top rate of the new labour grade exceeds his/her current rate, he/she shall be paid at his/her current rate of pay.

**9:10** If the employee changes classification but not grade as the result of this layoff procedure he/she shall maintain the rate which he/she received on the job from which he/she was displaced.

**9:11** If an employee is unable to displace any employee in the unit he/she will receive notice of layoff as per section 9:14 of this Agreement and at the designated time will become an inactive employee-layoff.

**9:12**

- 1) In the case where an employee finds that he/she must take a reduction of two (2) job grades or more as a result of the bumping procedure he/she will have the option of taking the status of layoff rather than accept such lower position.
- 2) An employee's job grade shall be defined as follows for the sole purpose of utilizing this layoff vs. grade decrease clause.

An employee's job grade is the highest job grade in which he/she has accumulated at least six (6) months working experience. The employee, must however, have worked at least five (5) working days in that grade during the twelve (12) months prior to the invoking of the layoff procedure.

**9:13** In case of temporary layoffs of four (4) working days or less, the seniority provisions herein may be waived. Temporary layoffs will not be abused by The Company, and will be restricted to one "temporary layoff" per employee in any six (6) month period.

**9:14 LAYOFF NOTICE** - In the event of impending layoff due to lack of work, the employee affected shall be given forty-eight (48) hours advance notice; or in lieu thereof, sixteen (16) hours pay. The Local Union President shall be notified prior to the employees, where practical.

**9:15** Seniority shall be maintained and accumulated during:

- 1) Absence due to layoff as a result of lack of work, for a period equalling the employee's seniority but not to exceed twenty-four (24) months.
- 2) Sickness or accident (including maintenance of welfare benefits) for a period of up to twenty-four (24) months.
- 3) Authorized leave of absence (including welfare benefits). (Exception: Article 10:01, sub paragraph 3).
- 4) Absence from employment while serving in Canada's Armed Forces under the rights granted by existing statutes.

**9:16** An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any one of the following reasons:

The company will provide the union a **bi-weekly** report.

- 1) If the employee voluntarily quits;
- 2) If the employee is discharged and is not reinstated;
- 3) If the employee is on layoff status and fails to answer a notice of recall (such notice to be attempted by phone and failing this must be made by registered letter accepted by someone at the last known address of the employee) within seven (7) working days following the recall he/she shall lose his/her seniority standing and be considered terminated.

**9:16 (CONTINUED)**

Seniority shall not be lost if the registered letter cannot be delivered but in this event the next most senior qualified employee shall receive recall to the position.

- 4) If the employee has been on layoff due to lack of work for a period equal to his/her accumulated seniority, at the time of layoff, but not more than twenty-four (24) consecutive months.
- 5) Absence without proper notifications to The Company for a period of three (3) consecutive working days, unless there is an acceptable reason.

**9:17** When it is found necessary to increase a classification and there are bargaining unit employees on lay-off status, the following procedure will be used:

- 1) The employee with the greatest unit seniority, who was initially laid off from the required classification shall be recalled to the vacancy. If there are no employees on layoff from that specific required classification, the steps in 9:05 will be exhausted. When the steps in 9:05 are exhausted, employees who are on layoff and out of work will be recalled according to seniority, provided they are capable of performing the job within a five (5) day trial period.

The employees on layoff status will be considered in order of unit-wide seniority until the considerations listed above are fulfilled and then:

- 2) The employees so selected for permanent recall shall be contacted by registered letter as outlined below with a request to return to work. A verbal request to return to work may be utilized to attempt to have employees return quickly to the work force but in no case will an employee be considered as terminated where he/she answers negatively to a verbal recall or fails to give a definite answer to a verbal recall.

**9:17 (CONTINUED)**

- 3) When an employee is to receive written notice of recall a registered letter shall be sent to his/her last known address stating that he/she has been recalled to active employment; the employee must return to work within seven (7) working days following the recall.

If the employee responds in the negative to this letter of recall or fails to return to work within the seven (7) working days he/she shall be considered to be terminated and shall lose all rights under this Collective Agreement. A copy of the registered letter will be given to The Union President.

- 4) In the event that The Company does not plan to recall the most senior employee for a permanent recall which is of a grade no higher than the grade the senior employee held at the time of the layoff, The Company shall give the Chief Steward an explanation of the reasons behind The Company's decision not to recall the most senior employee.

- 5) An employee on layoff requesting a leave of absence for thirty (30) days for legitimate personal reasons must make such request in writing to Management. If while on the leave of absence, the employee is to be recalled, the next most senior employee on the seniority list may be recalled on a temporary basis. When the employee returns from the leave of absence, the junior employee who was temporarily recalled will be laid off.

**9:18**

- 1) If an employee is offered recall to a position which would pay him/her a rate more than two labour grades less than the grade he/she was last classified in prior to layoff, he/she shall have the right to refuse such recall without loss of seniority or other rights under this Collective Agreement.

**9:18 (CONTINUED)**

- 2) Any employee who refuses recall for the above reason shall not be contacted regarding recall until such a time as a vacancy occurs which is within two (2) labour grades as described above.
- 3) If The Company contacts all those employees on layoff who are capable of performing the work and they are unable to secure an individual to accept recall due to employees refusing to accept recall, then formal recall with written notice shall be instituted as per 9:17 (2) above until an employee is secured for the recall.

**9:19**

- 1) In the event of a temporary job of (15) fifteen working days to 45 working days, the Company will recall the senior employee who is on layoff and was laid off from the specific classification required. The Company will not be required to utilize written notice of recall but, rather will contact or attempt to contact in order of unit-wide seniority, those employees who were laid off from that specific classification. Any employee contacted under these circumstances who does not wish to accept the temporary recall or any employee who cannot be contacted shall not lose his/her rights under this Collective Agreement but will remain as before on layoff status.
- 2) If at any time the procedure outlined above is utilized and The Company is not able to secure an employee on temporary recall then The Company will revert to the normal written recall procedure as outlined above and will commence normal recall with the most senior qualified employee being contacted first.

## **ARTICLE 10 -LEAVE OF ABSENCE**

### **10:01 Personal Reasons**

- 1) An employee requesting an unpaid leave of absence for more than three (3) days must make such request in writing to Management. A request made to The Company in writing will be responded to in writing with reasons, within ten (10) working days of receipt of the request. This requirement will be waived when there are circumstances beyond the control of the employee. An employee will be allowed up to thirty (30) days leave of absence without pay for personal reasons if the leave is for good reason and does not interfere with operations, except in emergency situations. Such leave may be extended for additional thirty (30) day periods if there is good reason. The employee must request the extension in writing before the thirty (30) day leave is up.
  
- 2) Leave to Attend Union Business - An employee who has been elected or appointed by The Union to attend Union conventions or other business of The union, shall be granted a leave of absence without pay for this purpose. The Union will inform The Company of the names of delegates (maximum five (5) at any one time if duration of each leave is one (1) week or less.

It is agreed that not more than one employee at any one time will be allowed union leave from a "team" unless approved by management.

- 3) Leave of Union Staff - The Company may grant an employee a leave of absence of not more than two (2) years, when it is requested in writing, to work in an official capacity for the Local or International Union, This leave may be extended for an additional two (2) year period.

**10:02** All leaves under this section shall be requested as far in advance as possible.

**10:03** The Local Union President notified of all leaves granted under this section.

**10:04**

- 1) Pregnancy Leave - Any female employee who has completed her probationary period and requests a pregnancy leave of absence may do so upon providing medical certification of the pregnancy with such certification to contain an expected date of delivery.

The date of commencement of the leave shall be decided by Supervision based on the directions of the Employment Standards Act, the physical requirements of the job and continuing ability of the applicant to perform the work.

Life Insurance, Accidental Death & Dismemberment, Employer Health Tax, Extended Health Plan and single dental coverage will be maintained to a maximum seventeen (17) weeks of pregnancy leave of absence for eligible employees.

- 2) Parental Leave - Any employee who is a parent of a child and has been employed 13 weeks is entitled to an 18 week unpaid parental leave following the birth of the child or the coming of the child into a parents custody.

The employee is required to give two (2) weeks written notice prior to commencement of the leave. If he or she does not specify when the leave will end, it will be assumed that he or she wishes to take the maximum leave.

Life Insurance, Accidental death and Dismemberment, Employer Health Tax, Extended Health Plan and Single Dental coverage will be maintained for the duration of the leave.

In the event that there is a reduction in the employees job class, after the commencement of his/her leave, and such reduction would result in he/she being laid off, layoff shall become effective on the date that the layoff would have become effective if the employee was in active service, however benefits, as specified, will be maintained for the duration of the leave.

## **ARTICLE 11 -COMMITTEE PERSON AND STEWARDS**

**11:01** The Chief Steward and the Shop Stewards and the grievance committee will be designated in writing by The Union to the Management. There shall be one (1) Steward for each department. The International Union Representative may enter the discussions at the third level of the grievance procedure. The Union President, Chief Steward and Steward and/or grievor will not lose pay for time spent during regularly scheduled working hours attending scheduled meetings with Managements representatives.

**11:02** When the legitimate business of the Grievance Committeeperson or Steward requires him to leave his job or department, he shall first receive permission from his foreman or department supervisor, which permission shall not be unreasonably withheld, and he shall not suffer loss of pay for reasonable time spent in the performance of his duties during his regular eight (8) hour shift.

## **ARTICLE 12 - HANDICAPPED EMPLOYEES**

**12:01** In the event of employees sustaining injuries at work or becoming affected by occupational diseases during the course of their employment, and becoming physically handicapped a result thereof, every effort will be made by The Company to give handicapped employees such suitable employment as is available.

## **ARTICLE 13 - HOURS OF WORK**

**13:01** The normal work week for an hourly employee shall be forty (40) hours consisting of five (5) consecutive daily shifts commencing Monday or for the evening shift four (4) consecutive daily shifts commencing Monday.

As of the date of ratification of the contract the hours of work for day shift operations shall be 07:25 to 15:55 (07:35 to 16:05) and for the evening shift 17:00 to 03:30 and such hours of work to continue indefinitely unless good reasonable production requirements necessitate the hours of work to be altered.



### **13:01 (CONTINUED)**

The normal hours of work for the weekend shift shall be 36 hours (40 hours pay) consisting of three (3) consecutive shifts commencing Friday. The hours of work for the weekend shift will be 19:00 to 07:30 for evening shift and 07:00 to 19:30 for day shift.

Time missed, which is not covered by policy (i.e. bereavement, weekly indemnity, vacation, etc.) will be one (1) hour missed for one (1) hour pay lost.

The Company may schedule evening and night shifts as herein defined or vary starting times of shifts within the time herein defined with prior notice being given to the Local Union President.

When it becomes necessary to work a second or third shift, The Company will ask for volunteers by required classification for permanent second or third shift work. The Company will place the volunteers on the second or third shift in required classification by seniority. If there are additional employees required for the second or third shift, those classifications will be filled by selecting the junior employees in the department who are in those specific classifications.

In all cases where employees are required to rotate on a third shift they shall be the least senior employees within the classification.

Employees rotating through (3) three, (8) eight-hour shifts will rotate each (2) two weeks.

Employees on a (2) two-shift rotation will rotate each (4) four weeks.

Except in the case of shift change requirements due to layoff, bumping or posting, the company will give the employee (1) one week of notice. In the event the employee has difficulty accommodating the shift, they will advise their supervisor of the situation for further review.

The Company shall have the right to designate employees to be placed on the off-shift for periods of sufficient length of time to allow inexperienced operators to become capable of performing the required work.

### **13:01 (CONTINUED)**

An employee who volunteers for second or third shift must remain on that shift for a minimum of two (2) months. Should the employee decide they do not want the steady second or third shift and they now want to rotate, they must give The Company two (2) or four (4) weeks notice, as appropriate for their shift rotation, prior to the end of the present shift.

**13:02** Relief Periods - A relief period of twelve (12) minutes away from work will be provided during each half shift, as scheduled by The Company. Employees working a ten (10) or twelve (12) hour evening/night/weekend shift will be provided with a relief period of fifteen (15) minutes away from work during each half shift, as scheduled by The Company.

### **13:03**

- A) Day shift employees on noncontinuous operation shall be allowed one-half (1/2) hour unpaid for lunch near the midpoint of their shift.
- B) Evening shift employees shall, on noncontinuous operations, be allowed one-half (1/2) hour unpaid lunch period at or near the midpoint of their shift.
- C) Night shift employees on noncontinuous operations shall be allowed one-half (1/2) hour unpaid lunch period at or near the midpoint of their shift.
- D) The above hours may be amended by mutual consent of the parties.

### **ARTICLE 14 - BULLETIN BOARDS**

The Company agrees to provide The Union with a bulletin board for the purpose of posting Union notices. Notices may be posted only with the approval of Human Resources, which approval will not be unreasonably withheld.

## ARTICLE 15 - PAID HOLIDAYS

**15:01** The following will be observed as paid holidays by all employees in the Bargaining Unit:

Full Holidays:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Day before Christmas  
Christmas Day  
Boxing Day  
Day before New Years

### **Christmas Schedule 2000:**

Monday, Dec. 25, 2000	Christmas Day
Tuesday, Dec. 26, 2000	Boxing Day
Wednesday, Dec. 27, 2000	Day Before Christmas
<b>Thursday, Dec. 28, 2000</b>	<b>Work</b>
<b>Friday, Dec. 29, 2000</b>	<b>Work</b>
Monday, Jan. 1, 2001	New Year's Day
Tuesday, Jan. 2, 2001	Day Before New Year's

### **Christmas Schedule 2001:**

Monday, Dec. 24, 2001	Day Before Christmas
Tuesday, Dec. 25, 2001	Christmas Day
Wednesday, Dec. 26, 2001	Boxing Day
<b>Thursday, Dec. 27, 2001</b>	<b>Work</b>
<b>Friday, Dec. 28, 2001</b>	<b>Work</b>
Monday, Jan. 1, 2002	Day Before New Years
Tuesday, Jan. 2, 2002	New Years Day

**15:01 (CONTINUED)**

**N.B.:** As above, plus an additional full holiday (eight (8) hours), to be given at a time mutually agreeable to the employee and supervisor.

Night shift in all cases to receive ten (10) hours off within provisions of Agreement and Statutes.

For weekend shift workers, Statutory holidays of 8 days will be granted as follows:

- 6 shifts at Christmas
- 2 shifts at a mutually agreed time

**N.B.** If the government legislates Heritage Day it will become a paid holiday.

**15:02** If any of the above holidays fall on a Saturday, the preceding Friday shall be considered the holiday and if any of these holidays fall on a Sunday the following Monday will be considered the holiday, unless another day is mutually agreed to.

Any of the above holidays which fall on a Tuesday, Wednesday or Thursday may, by mutual agreement, be celebrated by all employees on the Monday preceding or the Friday following that day if government approval can be obtained to do so.

**15:03** Each employee shall receive his regular straight time hourly rate of pay for eight (8) hours for each of the above named holidays. Employees on night shift shall receive their regular straight time hourly rate of pay for ten (10) hours for each of the above named holidays.

Permanent lead hands and work team leaders will receive lead hand premium for the holiday.

**15:04** An employee required to work on any of the above named holidays shall be paid at the rate of two (2) times their regular straight time hourly rate in addition to their holiday pay.

## 15:05

- 1) In order to qualify for payment for the above holidays, the employee must have worked his scheduled shifts preceding and following the holiday, exceptions to this being absence due to vacation, bereavement leave, jury duty, sickness, accident, absence specially **authorized** by the Company (excluding leaves of absence), absence due to extreme weather closing provincial and county roads and layoff due to lack of work within five (5) days of said holiday. In case of absence due to sickness, the first holiday only will be paid, if not payment is received under welfare benefits. In case of absence due to extreme weather closing provincial and county roads, the employee will be required to report for work as soon as the roads are open (part shift).
  
- 2) Procedure for Absence Reporting - Holiday Pay Entitlement.

Notwithstanding the provisions of Article 15:05, the parties agree that the procedure herein shall be used for the purposes of determining qualification for holiday pay and for calculating entitlement.

Employees working the full shift before and the full shift after a holiday as well as those absent due to approved vacation, bereavement leave, jury duty, marriage leave, union leave, banked overtime, will receive the full statutory holiday pay.

Employees who are absent due to illness for any part of the shift before or the shift after a statutory holiday will receive statutory holiday pay if they provide a medical certificate from their doctor. In these cases, absence because of certified illness or injury is a leave **authorized** by the Company.

**15:05 (CONTINUED)**

Absences for other reasons other than illness, vacation, bereavement leave and jury duty are leaves of absence and those on a leave of absence the shift before or the shift after a holiday will not receive statutory holiday pay. This procedure will be followed except in emergency cases, where there is a serious illness of a spouse or child, the Supervisor may allow the employee to leave work and the employee will receive statutory pay.

Other "emergency" occurrences will be given individual consideration by the Supervisor, Human Resources Manager/The Human Resources department.

Employees who are late or leave early during the shift before or the shift after a statutory holiday will lose the pay for the period they are late and a similar amount of holiday pay if, in fact, they are not more than two hours late. An employee who is more than two hours late will lose the time of their lateness and the full holiday pay.

**15:06** In the event that one or more of the paid holidays occurs during the employee's vacation, they shall receive in lieu the first working day following the termination of their paid vacation with pay calculated as per Article 15:03.

**ARTICLE 16 -WAGES**

**16:01** The rates of pay, for all jobs in the Bargaining Unit, as covered by this Agreement, are listed in Appendix B.

All changes to the jobs listed in Appendix A and all newly created jobs will be evaluated under the terms of The Company job evaluation system. The parties agree that the Company job evaluation system shall be the Steelworker Evaluation System (SES).

**16:02**

- 1) If an employee is temporarily transferred to a job in a job grade lower than his/her present job, he/she shall retain his/her rate as given on the higher level job.
- 2) If an employee is temporarily transferred to a job in the same job grade as his/her present job, he/she shall receive the same job rate as he/she had on the first job.
- 3) If an employee is temporarily transferred to a position in a job grade higher than his/her present job grade, he/she shall receive the rate in the higher job grade, provided that the temporary transfer is for more than one (1) hour in each shift.
- 4) Long service days, bereavement leave, union leave, jury duty, marriage leave and plant holidays shall be paid at the greater of the straight time hourly rate provided the transfer was for the full working (or paid) week.

**16:03**

- 1) Bereavement Leave - In case of a death in the immediate family of an employee, The Company shall grant a bereavement leave of twenty-four (24) hours at straight time hourly rate if the employee attends the funeral or a bereavement leave of eight (8) hours at straight hourly rate if the employee does not attend the funeral. In the case of the death of a mother, father, or child and the employee does not attend the funeral, they will be entitled to the full bereavement entitlement. In the case of employees who are on the night shift (4 nights x 10 hours shift) the bereavement leave granted to attend funeral will be equivalent to three (3) shifts or thirty (30) hours. If the night shift employee does not attend the funeral a bereavement leave of one (1) shift or ten (10) hours will be granted. In case of weekend workers, the bereavement leave shall be three twelve (12) hour shifts at straight time hourly rate if the employee attends the funeral.

**16:03 (CONTINUED)**

An employee may elect to commence bereavement leave at any time up to and including the day of the funeral. If the funeral is held on an unpaid weekday or a statutory holiday, leave may commence on the next work day. Immediate family shall be meant to include mother, father (or alternatively, stepfather, stepmother), mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, same sex partner, children, grandparents, spouse's grandparents, and grandchildren.

An unpaid leave of absence for one (1) shift will be granted to attend the funeral of an aunt or uncle.

In all cases the one (1) working day or three (3) working days continuous paid bereavement leave is granted to protect the employee from loss of income during his/her period of bereavement and any such entitlement will not be shortened as the result of an unpaid weekend day or paid statutory holiday falling within the period. If any such bereavement day(s) falls on a previously scheduled vacation day(s) such day(s) shall not be paid as per the above policy.

- 2) Marriage Leave - In the case that an employee with seniority standing in the plant is to be married, he/she shall receive a leave of absence of three (3) working days in addition to any paid or unpaid time that may be granted. Pay for the three (3) days to be twenty-four (24) hours (thirty (30) hours for night shift employees) at the employee's straight time rate at the time the leave is granted. Marriage leave for weekend shift employees shall be twenty-four (24) hours.
- 3) In the event of the death of a mother, father (or alternatively, stepfather, stepmother), spouse, same sex partner, children, mother-in-law, father-in-law, brother or sister, bereavement entitlement will not be shortened as a result of the death occurring within the employee's vacation period.



**16:04** Pay for Jury Service/Subpoenaed Witness. The Company shall pay an employee who is required for Jury Service and/or Subpoenaed Witness, for each day of service, the difference between his/her straight time hourly rate for the number of hours he/she normally works on his/her regular shift, and the payment he/she receives from the court. The employee will present proof of service and the amount of pay received. An employee who is working on the second shift and is required for Jury Service/Subpoenaed Witness shall be moved to the day shift for the duration of the Jury Service/Subpoenaed Witness service.

**16:05** Pay on Day of Injury - An employee hurt in an industrial accident shall be paid for the time lost on the day he/she was injured at his/her straight time hourly rate, including any overtime premium and applicable shift differential.

**16:06** In the event that an employee is directed by The Company to seek medical treatment outside of The Company on a day when he/she has commenced his/her regular shift, The Company will pay the employee for all regular shift time lost while obtaining this treatment if in fact the medical problem is the result of an industrial accident or an occupational illness contracted or suffered while in the employ of Edwards. The Company will also supply or pay for transportation to and from such treatment if this is necessary.

**16:07** The Company will not be responsible for the payment of such time and transportation which is compensated by the Work Place Safety and Insurance Board (WSIB).

**16:08** The calculation of hourly rates shall be based on the employee's straight time hourly rate, plus appropriate premiums, if any.

## **OVERTIME**

**16:09** The Company will expect each employee, if required, to be available to work scheduled overtime of up to four (4) hours in any week. The Company will excuse an employee from the required four (4) hours overtime in a week provided the reason is acceptable to Management and there are enough qualified employees available to perform the required work. If there are not enough qualified employees to do the work and The Company must impose the mandatory overtime, The Company will select the junior employees who are qualified to do the work. Notice of such overtime will be given as far in advance as is practical and opportunities for overtime shall be equitably distributed among those normally performing the work.

**16:10** Hours Worked in Excess of Eight (8) - The Company will pay an employee one and one-half (1 1/2) times their regular straight time hourly rate for all hours they are required to work over eight (8) hours per day. The company will pay a weekend shift worker two (2) times the regular straight time hourly rate for all overtime, subject to the terms of 16: 12 below.

**16:11** Exceptions to Daily Overtime - When an employee is permitted by Management to change from one shift to another at their own request, and the new shift starts within the same twenty-four (24) hour period as the preceding shift, overtime provided under Section 16: 10 will not be paid; however, the starting time of the new shift will start a new twenty-four (24) hour period for the purpose of determining overtime.

**16:12** Saturdays and Sundays - The Company will pay one and one-half (1 1/2 x) times the regular straight time hourly rate for all work performed on Saturday, and two (2x) times the straight time hourly rate for all work performed on Sunday.

Overtime premium for weekend shift employees will be 1.5 times (one and one-half) the regular straight time hourly rate for all work performed Monday through Thursday and 2 (two) times the straight time hourly rate for all work performed on Friday, Saturday, Sunday and Statutory Holidays.

**16:13** Shift Premiums: A shift premium of seventy cents (\$.70) per hour shall be paid each employee for hours worked during a second or evening shift, and eighty-five cents (\$.85) per hour for all hours worked on a third or night shift and ninety cents (\$.90) for all hours worked on a weekend shift.

For the purpose of identifying shifts as they relate to this clause any shift which commences between 16:00 and 18:00 will be considered an evening shift while any shift commencing between 22:00 and 02:00 shall be considered a night shift.

Lead Hand/Team Leader Premiums: The lead hand premium for lead hands shall be three (3) labour grades in addition to the employee base rate.

Lead *Hand/Team* Leader Premiums shall be considered as a part of the base rate for the purpose of computing overtime rates.

**16:14** Reporting Allowance: An employee who, not having been previously notified not to report to work, reports to work at the regular scheduled time and finds no work available, shall be provided with three (3) hours work or three (3) hours pay in lieu thereof, at their regular rate of pay. This shall not apply if the failure to provide work is due to power failure, labour disputes, fire, flood, or any other cause beyond the control of The Company.

**16:15** Call-In Pay - An employee who has already left the premises of The Company after completion of his/her scheduled shift, and who is recalled for work, shall be paid the applicable overtime rate for all hours worked on recall up to the starting time at their regular straight time hourly rate. Call-in pay will not be less than four (4) hours at regular straight time hourly rate.

**16:16** Vacations - Entitlement to vacation pay or paid vacation shall be calculated as outlined below with credits towards this benefit being accrued during a vacation year defined as starting June 1<sup>st</sup> and ending May 31<sup>st</sup>. Gross wages for the purpose of calculating vacation pay shall include: shift premium; lead hand/team leader premium; overtime premium; bereavement, marriage and jury pay; plant holidays; long service days and previously paid vacation but excludes welfare benefits.

Vacation pay will be paid when the employee takes the time off.

**16:16 (CONTINUED)**

Employees may request pay in lieu of time off provided they have sufficient long service days to allow for time off.

Employees who join The Company on or before the fifteenth (15th) day of the month shall receive credit for that month.

In the event that there is no factory shutdown, each employee will be allowed to schedule two (2) consecutive weeks vacation, if entitled, in June, July or August - these two (2) weeks will be approved by the department supervisor.

- a) Up to but not including twelve (12) months service - vacation pay equal to four percent (4%) of gross wages from date of hire to May 31<sup>st</sup> and equivalent unpaid time off in which to **utilize** this vacation pay.
- b) Twelve (12) months service as of May 31<sup>st</sup> - two (2) weeks vacation at regular straight time hourly rate for eighty (80) hours as of May 31<sup>st</sup> of that vacation year or four percent (4%) of gross earnings from June 1 to May 31<sup>st</sup> whichever is greater. Employees who have **twenty-five (25)** years of service at June 1<sup>st</sup> of the vacation year will be entitled to six percent (6%) (commencing from June 1, 2001 forward). An employee who has worked for less than one thousand and forty (1040) hours during the vacation year shall be paid vacation pay allowance of four percent (4%) of their earnings except in the case where that time away from work is caused by a **WSIB** claim due to a lost time injury at Edwards, pregnancy leave, parental leave and/or time due to medical complications as a result of that pregnancy, time lost while on a weekly indemnity claim or Union Business; in which case the employee's normal vacation and vacation pay entitlement will apply.

Employees absent for more than 24 (twenty-four) months due to **WSIB** or **WI** will not receive vacation pay.

**16:16 (CONTINUED)**

- c) Any individual granted a leave of absence (excluding a pregnancy leave/parental leave) at their request which extends for thirty (30) days or more in any vacation year shall have their days of vacation entitlement reduced by 1/12 for each thirty (30) day period of voluntary leave. Employees taking multiple leaves in any one (1) vacation year which total thirty (30) days or more shall also have their vacation entitlement reduced as above.
  
- d) For weekend shift employees, vacation will be credited as one weekend off being equivalent to five (5) days.

**LONG SERVICE, EXTRA VACATION DAYS**

<b>Years of Service</b>	<b>Vacation Days</b>
5	5
6	5
7	6
8	6
9	7
10	7
11	8
12	8
13	9
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	15
22	15
23	15
24	15
25	15

Long Service days earned as per schedule above on employee's anniversary date. Time off to be paid at the employee's regular straight time hourly rate.

Long Service Days will be granted as production allows by the department Supervisor/Manager, and will be granted on a first request basis. A minimum of 24 hours notice must be provided, if required by the company.

In the event that an employee must make special arrangements (i.e. book an out of province vacation), the employee will request, in writing, the long service time off with reasons. Reply to the request will be given within (5) five working days of the request. If the request is approved in writing, the time off will not be cancelled by management.

Employees who work the second shift may take their Long Service Day entitlement while on the second shift. In such case, they will be entitled to ten (10) hours off. Entitlement granted while on days will be eight (8) hours per shift.

Weekend shift employees taking Long Service time off will be required to use one and one half (1.5) days of entitlement for each shift off.

#### **ARTICLE 17 - SAFETY AND HEALTH**

The Company and The Union agree that they mutually desire to continue to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness, and that the provisions of the Ontario Occupational Health and Safety Act will be adhered to.

The Union agrees to name three (3) members from three (3) different areas of the main plant plus one member from any off-site manufacturing facility. In the event the manufacturing workforce is fewer than one hundred and seventy-five (175), the Safety Committee will be made up of three (3) members each of Joint Union/Management to join with three (3) members of Management to act as the Joint Union/Management Safety Committee along with the Safety Coordinator. The Committee function will be to promote a work environment conducive to the safety, health and wellbeing of all employees.

## **17:00 (CONTINUED)**

As close to the middle of each month as possible, a safety tour will take place. One of the Union representatives and the department Supervisor will inspect designated areas.

As near to the end of the month as possible the Joint Union/Management Safety Committee will meet with the Safety Coordinator.

The Chairman of the Union Safety Committee shall be notified with a copy of the Supervisor's Accident Investigation Report of each lost time accident and that person may investigate with the Safety Coordinator or the nominee and make recommendations at the next meeting of the Safety and Health Committee.

A member of the Union Health and Safety Committee shall be notified of any accident or incident with the potential to cause critical injury. A critical injury is defined under the O.H.S.A. Ontario Regulation 714/82. An investigation shall be conducted immediately with the Health and Safety Coordinator or with his/her alternate. A follow-up with a copy of the Supervisor's "Employee Accident/Incident Investigation Report" shall be forwarded to the Union Co-chair as close to the accident/incident date as possible. All accidents/incidents shall be discussed jointly at the next scheduled Health and Safety meeting following the accident/incident, with the Joint Health and Safety Committee making recommendations.

## **DAY OF MOURNING**

The Company will provide **two (2)** hours paid time off to the Union President to attend the local "Day of Mourning" ceremony. The Company flag will be lowered by the Union to half mast for the day.

## **17:00 (CONTINUED)**

### **SAFETY SHOES**

The Company will provide an annual safety shoe allowance of \$115.00 on June 1, 2001 and \$120.00 on June 1, 2002. The maximum for paint shop, racker/unrackers and maintenance employees will be \$230.00 on June 1, 2001 and \$240.00 on June 1, 2002. No receipts are required. Cheques will be issued on June 1<sup>st</sup> of each year for those active on the payroll.

In the event that an employee's Company supplied safety shoes are destroyed due to an accident which occurs while performing work for the Company, the Company will replace the safety shoes at no cost to the employee.

### **SAFETY GLASSES**

Edwards will pay one hundred percent (100%) of the cost of one (1) pair per year of hardened plano or prescription lenses and specified frames with fixed side shields for employees.

The company will also replace the above glasses should they be damaged as a result of an accident during Company time.

### **CLOTHING ALLOWANCE - PAINTERS**

The Company will provide a clothing allowance of \$300. per person per calendar year, to be paid out annually on June 1st. Receipts are not required.

The allowance will be available after the completion of the trial period for employees posting in, or in the case of a new hire, after the completion of their probation period. Disposable clothing will not be provided except in the case of temporary transfers and trial periods.



## **ARTICLE 18**

### **HARASSMENT**

The Company and the Union shall maintain a working environment which permits an employee to develop and pursue opportunity free from harassment on the basis of national origin, colour, race, sex, age, religion or disability.

Harassment includes but may not be limited to the following:

- a) Ethnic, racial, sexual, religious or any other kind of slurs.
- b) Jokes of a racial, sexual, religious or ethnic nature or jokes aimed at a person's age or disability.
- c) Verbal, graphic, physical or other offensive conduct relating to a person's race, national origin, sex, colour, religion, disability or age.
- d) Verbal harassment means intimidation, degrading or slander of an employee in the workplace.

Sexual harassment includes but is not limited to:

- a) unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted, or
- b) implied or expressed promise of reward for complying with a sexually oriented request, or
- c) implied or expressed threat or reprisals in the form of either actual reprisals or the denial of opportunity for refusal to comply with a sexually oriented request, or
- d) sexually oriented remarks and behaviours which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

All employees are responsible for ensuring an environment free from harassment.

## **18:00 (CONTINUED)**

Upon receipt of a complaint from a bargaining unit employee, the Union President shall be notified with the employee's approval and given the opportunity, without loss of benefits and wages to investigate the complaint. In the event that the employee does not want the Union President notified, the company will notify the International Union Representative. All complaints will be thoroughly investigated, documented and treated in strict confidence.

## **ARTICLE 19 -WORKER EMPOWERMENT**

### Mission Statement

Edwards in Owen Sound and the United Steelworkers of America, Local 7466, are committed to creating a facility that will exceed all the requirements of the market.

We will be a world-class performer in safety, on time performance, profitability, customer satisfaction and quality. We will establish a work environment based on trust and respect between a strong company and a strong union, such that we are all anxious and willing to contribute to our mutual success and long term goals.

By exceeding all of our customers' needs we will strengthen our ability to enhance skills and job security here in Owen Sound.

### Workplace Reorganization

Workplace **reorganization** programs will not in any way replace or modify Collective Agreement provisions with respect to wages, benefits, seniority, discipline, grievance procedure, existing company/union committees, and health and safety.

## **19:00 (CONTINUED)**

### Goals and Objectives

- a) To create better jobs by increasing worker responsibility and involvement in the workplace.
- b) To create a safe and hazard-free work environment.
- c) To create a work environment that is free of discrimination and provide opportunities for all workers equitably.
- d) To create an environment of enhanced employment security.

### Employment Security

To achieve the goal of employment security, the parties agree that the Joint Union/Management Committee shall be involved in all layoffs of workforce adjustments.

No employee with 12 months or more of seniority will be laid off without the prior involvement of the Joint Union/Management Committee. In making its recommendations, the Committee will consider the available workload and all reasonable alternatives to layoffs.

When it becomes necessary to reduce a job class, the displaced employee shall be placed on another available job as recommended by the Joint Union/Management Committee or laid off.

In making this recommendation, the committee shall be guided by the needs of the employer and the employee and comply with the terms of the Collective Agreement.

**19:00** (CONTINUED)

Worker Responsibility and Control

In order to achieve the goals of employee empowerment, the management agrees that the Joint Union/Management Committee will be involved in the implementation of work reorganization and that no changes will be implemented with respect to work reorganization without the consensus of the Joint Union/Management Committee.

Union/Management Committee

1. There will be one union committee for the bargaining unit.
2. The Union/Management Committee will be made up of an equal number of union representatives appointed by The Union, and company representatives appointed by The Company.
3. The Union/Management Committee to be co-chaired by the union and management.
4. Union staff representatives will be allowed to participate in any meetings.
5. The management shall share information about the Owen Sound operation, its business and capital plans and new technology with the Committee and the union.
6. The Union/Management Committee will be responsible to oversee the development and implementation of reorganized work programs.
7. The Committee shall be involved in all aspects of training/retraining. Management agrees to pay training costs/lost wages for all training as determined by the Committee.
8. Union committee members shall be permitted to meet separately from management during working hours for one hour prior to any scheduled Union/Management Committee meetings without loss of wages.

**REVISED**

**APPENDIX A**

GRADE 1	
GRADE 2	
GRADE 3	Mod Centre/Assembler – Assembler A/Small Panels – Assembler CC15 – Metal Work Pack Asst. – Assembler CC11/13 – Assembler CC14 - Material Handler
GRADE 4	Assem/Pad Printer
GRADE 5	BaaN Trans/Record/Edit
GRADE 6	Packer B – Customer Returns Dist.
GRADE 7	Inspector Tester Repair – Racker/Unracker – Metal Pack Worker – Perm Inserter – Stock C
GRADE 8	Wave Solder Op – Finished Goods Warehouse Person – Engraver Material Coordinator – Spotwelder – Manual Punch/Tool Sharpener - Silkscreen Op
GRADE 9	PCB Auto Insertion Op – Stroke Sander – Packer A
GRADE 10	Set Up Heavy Press - Extrusion Fabricator.
GRADE 11	Turret Press Op – Packer Inspector - Custom Graphics Op – Manual Shear - Cad Colour Graphics Op
GRADE 12	Customer Returns Spec – Assembly Set Up CC11/13 – Assembly Set Up CC15 – Brake Press Op – Assembly Set Up CC14 – Assembly Set Up CC19B -Assembly Set Up CC20

GRADE 13 Shipper – Metal Work Planner/Scheduler – Group  
Leader/Programmer – Alarm System Support  
Technician – Group Leader Stores

GRADE 14

GRADE 15 Master Fab – N/C Programmer B – Machine  
Maintenance Repair Tech – Maintenance A

GRADE 16 N/C Programmer A

GRADE 17 Tractor Trailer Driver – Sprayer A

GRADE 18 Electronic Spec C/R

GRADE 19

GRADE 20

GRADE 21 Journeyman Electrician – Alarm System  
Software/Hardware Eng. Technician

GRADE 22 Tool & Die Journeyman – Alarm System  
Software/Hardware Eng. Specialist

**APPENDIX B**

The rates of pay for new hires will be as follows:

1<sup>st</sup> 12 months 80%

2<sup>nd</sup> 12 months 90%

3<sup>rd</sup> 12 months 100%

80% Rate				90% Rate				100% Rate			
Grade	Pre-Contract Rate-80%	3.0% Increase 10/02/2000	3.0% Increase 10/01/2001	Grade	Pre-Contract Rate-90%	3.00% Increase 10/02/2000	3.00% Increase 10/01/2001	Grade	Pre-Contract Rate-100%	3.0% Increase 10/02/2000	3.0% Increase 10/01/2001
1	10.07	10.37	10.68	1	11.34	11.68	12.03	1	12.60	12.98	13.37
2	10.27	10.58	10.90	2	11.56	11.91	12.26	2	12.84	13.23	13.62
3	10.47	10.78	11.11	3	11.78	12.13	12.50	3	13.08	13.47	13.88
4	10.64	10.96	11.29	4	11.98	12.34	12.71	4	13.31	13.71	14.12
5	10.84	11.17	11.50	5	12.19	12.56	12.93	5	13.56	13.97	14.39
6	11.03	11.36	11.70	6	12.41	12.78	13.17	6	13.79	14.20	14.63
7	11.22	11.56	11.90	7	12.63	13.01	13.40	7	14.03	14.45	14.88
8	11.41	11.75	12.10	8	12.84	13.23	13.62	8	14.26	14.69	15.13
9	11.61	11.96	12.32	9	13.06	13.45	13.86	9	14.52	14.96	15.40
10	11.79	12.14	12.51	10	13.27	13.67	14.08	10	14.75	15.19	15.65
11	11.98	12.34	12.71	11	13.48	13.88	14.30	11	14.98	15.43	15.89
12	12.18	12.55	12.92	12	13.70	14.11	14.53	12	15.22	15.68	16.15
13	12.36	12.73	13.11	13	13.91	14.33	14.76	13	15.46	15.92	16.40
14	12.56	12.94	13.32	14	14.14	14.56	15.00	14	15.71	16.18	16.67
15	12.75	13.13	13.53	15	14.35	14.78	15.22	15	15.94	16.42	16.91
16	12.95	13.34	13.74	16	14.55	14.99	15.44	16	16.17	16.66	17.15
17	13.13	13.52	13.93	17	14.78	15.22	15.68	17	16.42	16.91	17.42
18	13.32	13.72	14.13	18	14.99	15.44	15.90	18	16.65	17.15	17.66
19	13.51	13.92	14.33	19	15.20	15.66	16.13	19	16.90	17.41	17.93
20	13.70	14.11	14.53	20	15.41	15.87	16.35	20	17.13	17.64	18.17
21	13.90	14.32	14.75	21	15.64	16.11	16.59	21	17.38	17.90	18.44
22	14.08	14.50	14.94	22	15.85	16.33	16.82	22	17.61	18.14	18.68

**APPENDIX D**

**GROUP BENEFITS**

The Company agrees for the term of this Agreement to provide for those employees covered by this Agreement, who qualify, the following Group Benefits.

**1. Employer Health Tax**

The Company will pay one hundred percent (100%) of the Employer Health Tax covered by this Agreement.

**2. Life Insurance and Accidental Death and Dismemberment**

The Company will continue to provide Life Insurance and Accidental Death and Dismemberment benefits to employees upon enrollment.

The Company will pay one hundred percent (100%) of the premium cost for the following coverage per qualified employee.

	10.1.96	10.1.97
Life Insurance . . . . .	\$25,000	\$28,000.
Accidental Death & Dismemberment.	\$25,000	\$28,000.



## **APPENDIX D (CONTINUED)**

### **3. Weekly Indemnity (Accident & Sickness Insurance)**

The Company will continue to provide Weekly Indemnity coverage and The Company will pay one hundred percent (100%) of the premium cost upon enrollment for the following coverage per qualified employee. The Company will pay the cost of one (1) doctor's form per claim upon submission of receipt.

Effective Oct. 1/96, two-thirds (66 2/3%) of weekly wage to a maximum of \$415.

Waiting period four (4) days sickness.

Weekend shift workers will have 1.3 days waiting period.

Day surgery - Benefit paid first (1st) day.

Nonoccupational accident, benefit paid first (1st) day.

Hospitalization benefit paid first (1st) day of confinement.

Maximum benefit period twenty-six (26) weeks.

#### **Paid Up Life Insurance on Retirement**

The Company will provide a life insurance policy of one thousand dollars (\$1,000) per employee upon retirement with the attainment of age 55 and ten years of service. The company shall pay the premium.

## **APPENDIX D (CONTINUED)**

### **4. Extended Health Care Plan (Liberty Health)**

The Company will continue to pay one hundred percent (100%) of the premium cost, for either single or family coverage, upon **enrollment** for an Extended Health Care Plan. Two dollar (\$2.00) deductible Drug Plan.

Effective October 1, 1994 "Generic Drugs" must be used unless specified "no substitution" by physician. If subscriber chooses brand name products, the carrier will pay up to the generic level.

Effective October 1, 1994 voluntary Coordination of Benefits was introduced.

### **5. Dental Plan**

The company will provide a Liberty Health #9 dental plan or equivalent for employees only with a fee guide formula of current year minus 2.

Family dental coverage can be arranged through payroll deduction. Effective October 1, 2001, the Company will pay 100% of the premiums required for both single and family coverage.

### **6. NOTE**

The benefits and coverages set out in paragraphs one (1) through five (5) above in this Appendix "D" shall be further described in the benefit booklet which will be distributed to all bargaining unit employees.

The benefits negotiated and agreed to by the parties shall not be deleted or reduced for the duration of the Collective Agreement.

## APPENDIX E

### PENSION PLAN

The Company agrees for the term of this Agreement to provide for those employees covered by this Agreement, who qualify, the "Retirement Plan for Employees of Edwards, A Unit of SPX Canada Inc. who are members of the Owen Sound Bargaining Unit".

1. Eligible active employees covered by the Agreement will continue to receive benefits of the "Retirement Plan for Employees of Edwards, A Unit of SPX Canada Inc. who are members of the Owen Sound Bargaining Unit".
2. The pension benefits and options provided shall be subject to and in accordance with the terms and conditions set out in the "Retirement Plan for Employees of Edwards, A Unit of SPX Canada Inc. who are members of the Owen Sound Bargaining Unit".
3. The "Retirement Plan for Employees of Edwards, A Unit of SPX Canada Inc. who are members of the Owen Sound Bargaining Unit" shall be part of this Agreement.
4. Employees with two (2) years of plan membership who retire on or after October 1, 2000 will have a pension benefit of Twenty-two dollars and fifty cents (\$22.50) per month times years of credited service for all past and future service. Effective October 1, 2001 this benefit will increase to Twenty-three dollars and fifty cents (\$23.50) per month.
5. Effective October 1, 1996, an employee who becomes permanently and totally disabled and who has ten (10) or more years of credited service will be provided with a minimum disability pension of four hundred dollars (\$400.00) per month, plus two hundred dollars (\$200.00) per month disability supplement.

OR

## **APPENDIX E (CONTINUED)**

If years of credited service times the current flat rate benefit is greater than four hundred dollars (\$400.00), then the greater amount will be paid.

6. Effective October 1, 1987, the pension plan is amended to permit employees who have completed thirty (30) years of service and who have attained age sixty-two (62), to retire without any reduction for early retirement.
7. Effective October 1, 1994 the pension plan is amended to provide survivor benefits for plan benefits prior to 1987.

## **SAVINGS & STOCK OWNERSHIP PLAN**

Effective October 1, 2001, the Company will provide a voluntary Savings and Stock Ownership plan. Contributions made during the first year of service will be unmatched by the Company. Matching will start at the beginning of the month following one year of service. Employees who contribute the minimum amount of 3% to the SPX stock fund will have their contribution matched with 3% of SPX stock. If employees choose to contribute to investment options other than the SPX stock, the company contribution will be at 1.5%. Employees will be provided with a copy of the Savings and Stock Ownership Plan upon request.

**APPENDIX F**

**TO:** Local Union President  
U.S.W.A. 7466

**FROM:** Jim McCoubrey

**SUBJECT:** Letter of Understanding -Technological  
Change

The Company agrees, that as part of the Joint Conference Meetings, future technological changes that will have an impact on the labour force will be discussed prior to introduction to the plant. It is The Company's objective to inform The Union three (3) months in advance, The Company also agrees to discuss, at the Joint Conference Meetings, any training considerations The Company has planned due to these technological changes.

These changes will be discussed as far in advance as possible.

Jim McCoubrey  
September 12, 1984

JRM/lh

**APPENDIX F (CONTINUED)**

**TO:** John Chamelot  
U.S.W.A. 7466

**FROM:** Nell Jeffrey

**SUBJECT:** Letter of Understanding –  
Pay for Negotiating Committee

The Company agrees to pay three thousand dollars (\$3,000.00) to The Union for lost time due to negotiations. This will be paid upon successful completion of negotiations.

Nell Jeffrey  
December 19, 1996

JRM/h

**APPENDIX F (CONTINUED)**

**TO:** Local Union President  
U.S.W.A. 7466

**FROM:** Jim McCoubrey

**SUBJECT:** Letter of Understanding - Trial Period

Article 9:08(3) states that during a trial period of five (5) days an employee must be capable of performing the function he/she has chosen to bump into.

The Company wishes to acknowledge Management's obligation to show the employee the basic operations of the job.

JRM:lh

**APPENDIX F (CONTINUED)**

To: Local Union President  
U.S.W.A. #7466

From: Nell Jeffrey

Subject: Letter of Understanding –  
BANKED OVERTIME  
(Amendment to Oct. 01 1990  
letter of understanding)

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Employees may bank three (3) shifts in each calendar year and may carry over these banked days for one calendar year. No more than six (6) days can be held in the bank. No more than three (3) days shall be granted at one time.

Employees will be paid the rate of pay plus applicable premiums they are earning the day the time is taken off.

Overtime worked on the shift may be either banked or paid, or a combination.

Hours banked must be in half (1/2) hour increments.

Employees entitled to double time premium for overtime shall have the option of banking those hours however, such hours shall be paid at time and one half (1 1/2).

10.1.00



**APPENDIX F (CONTINUED)**

**TO:** Local Union President  
USWA 7466

**SUBJECT:** Letter of Understanding –  
Billing for Union Time Off

The Company agrees to continue its current practice of paying lost wages and benefits as per article 10:01 (2) and all benefits if leave as described in 10:01 (3). In addition to wages, the union agrees to reimburse the company for the cost of CPP, UIC, Employer Health Tax and any other legislated benefit that is tied to payroll.

The union agrees that all benefit premiums will be reimbursed to the company in the event an employee is on leave as described in article 10:01(3).

Nell Jeffrey

10/1/94

**APPENDIX F (CONTINUED)**

**TO:** Local Union President

**FROM:** Nell Jeffrey

**SUBJECT:** Letter of Understanding:  
Lay Off Notice

The parties recognize that due to the variety of shifts within the plant, there may be circumstances where a senior employee is laid off while a junior employee from another shift is still serving his/her period of notice.

Nell Jeffrey

9/14/94

**APPENDIX F (CONTINUED)**

**TO:** Local Union President  
U.S.W.A. 7466

**SUBJECT:** Letter of Understanding –  
Weekend Shift

All vacancies for the weekend shift shall be filled in accordance with article 9.05.

In the event that the weekend shift is terminated, the union will be provided with two (2) weeks of notice.

Nell Jeffrey

10/1/94

**APPENDIX F (CONTINUED)**

TO: Local Union President  
U.S.W.A. 7466

**FROM:** Nell Jeffrey

**SUBJECT:** Letter of Intent -  
Sample Administrator

The Company agrees to review the function of Sample Administrator. If feasible, the Sample Administration duties for CC 15 and CC 13 will be combined into a position, described, evaluated and posted under the terms of the Collective Agreement.

Nell Jeffrey

9/21/94

**APPENDIX F (CONTINUED)**

**TO:** Local Union President  
U.S.W.A.7466

**FROM:** Nell Jeffrey

**SUBJECT:** Letter of Intent -  
Contracting Out

The Company agrees, prior to contracting out on a permanent basis, to notify The Union to discuss the feasibility of producing the work in-house.

Nell Jeffrey  
12/18/96

**APPENDIX F (CONTINUED)**

**TO:** Local Union President  
U.S.W.A. 7466

**FROM:** Nell Jeffrey

**SUBJECT:** Severance Pay

Severance for employees with 20 or more years of seniority

1 week per year for the first 10 years (0-10)

1.25 weeks per year for the next 10 years (11-20)

1.5 weeks per year for the next 10 years (21-30)

2 weeks per year for the next 10 years (31-)

Maximum 52 weeks.

Nell Jeffrey

December 1996

**APPENDIX F (CONTINUED)**

**TO:** Local Union President  
U.S.W.A 7466

**FROM:** Nell Jeffrey

**SUBJECT:** Letter of Understanding -  
Annual Physical Inventory

The parties agree that the Company may utilize the services of a third party for the completion of the annual inventory provided bargaining unit employees are not laid off as a result of the inventory count.

Nell Jeffrey

November 5, 1996

**ARTICLE 20 - OBLIGATIONS**

**20:01** All provisions and terms of this Agreement with such modifications and/or additions which may be imposed by legislation enacted by the government in power and becoming law in this Province, are hereby mutually agreed to by the parties to this Agreement and signed by the Representatives of the Parties hereto, who have been duly authorized to execute the same, this 1 st day of October 2000.

**ON BEHALF OF THE COMPANY**

C.J. BARBER

*C. Joanne Barber*

L.A. HAYNES

*Lorne Haynes*

N.J. JEFFREY

*N. Jeffrey*

**ON BEHALF OF THE UNION**

C.L. ANGELL

*C.L. Angell*

P.D. BELL

*P. Bell*

K.M. BOYLE

*K.M. Boyle*

J. CHAMELOT

*J. Chamelot*

T.V. WARMINGTON

*T.V. Warmington*