



COLLECTIVE AGREEMENT

Between

ITT INDUSTRIES, GLENCOE
A DIVISION OF ITT INDUSTRIES OF
CANADA LTD.

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA)

AND ITS LOCAL #27

EFFECTIVE

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ARTICLE 1

Copy of Agreement

1.01 The Company will provide a copy of the Collective Agreement in booklet form to all employees within three months of ratification. The Company and the Union will review and jointly approve the booklet format prior to printing.

1.02 The Company will also supply a brochure outlining all company paid benefits.

1.03 The printing of the collective agreement will be tendered which will include union shops and where costs are competitive, the unionized printer will be awarded the contract.

1.04 A copy of the benefits text will be available in the Human Resources Department for review by any member of the Plant committee or any employee who makes a request pertaining to the level of coverage they are entitled to.

ARTICLE 2

Purpose of Agreement

2.01 The purpose of the Agreement is to establish an orderly collective bargaining relationship between the Company and the

classifications of employees represented by the Union. This agreement shall be regarded as a complete and full statement of the relationship between the Company and the Union.

ARTICLE 3

Recognition

3.01 The Company recognizes that the Union is the sole and exclusive bargaining agent for **all** employees of ITT Industries in the village of Glencoe, save and except Supervisors, persons above the rank of Supervisor, office, clerical, technical and sales staff as covered by the Ontario Labour Relations Certificate #0734-95-R.

3.02 The Company further agrees and understands that the word "technical" means those persons employed as Engineers and Technologists. It is understood that the position of Prototype Technician is included in the bargaining unit.

3.03 Wherever the male or female gender is used in this collective agreement it will be considered to include the female or male counter part respectively unless the context suggests otherwise.

ARTICLE 4

Management Rights

4.01 The Union recognizes and acknowledges that management of the plant and direction of the working force are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges:

- a. That it is the exclusive function of the Company, to operate and administer its affairs, to direct the working force, to plan, direct and control operations, to make and alter rules of procedures and conduct as required,
- b. The company's right to determine the number of employees to be employed and the right to hire, promote, demote, transfer, classify, rehire, discipline, suspend, or discharge (subject to the employee concerned to lodge a grievance in this matter) employees for just cause,
- c. The company's right to determine the nature and kind of business conducted by the Company, the kinds and location of plants, equipment, product components, parts and materials to be used, the methods and techniques of work, the engineering,

designing and material required for production and to control all materials and operation pertaining to the enterprise to determine the content of jobs, the schedules of production and establish and change occupational production standards, subject to the provisions of this agreement.

ARTICLE 5

Non-Discrimination

5.01 The Company and the Union agree that this agreement shall be applied without discrimination, interference, restriction or coercion against any employee for reasons of race, colour, sex, nationality, age, marital status, political or religious affiliation, national origin, sexual orientation, handicap or Union membership.

5.02 The parties recognize the right of employees to work in an environment free from sexual and personal harassment. Any employee guilty of sexual or personal harassment will be subject to discipline up to and including termination.

5.03 Sexual harassment means any sexually offensive actions or behaviour which is unsolicited, one-sided and coercive.

It includes any conduct, comment, gesture or contact of a sexual nature which does or is likely to cause offense or humiliation to any employee or threatens the employee's well being.

A sexual harassment claim may be initiated by any employee who has a reasonable perception that a condition of the employees ongoing employment or any opportunity for training or promotions is based on conditions of a sexual nature.

Sexual harassment may be expressed in any number of ways including but not limited to;

- (A) Unnecessary touching or patting
- (B) Suggestive remarks or other verbal abuse
- (C) Demands for sexual favours
- (D) Leering or compromising invitations
- (E) Physical assault or exposure
- (F) Implied or actual threats against an employee or their job for failure to comply with the demands for sexual favours.

Sexual harassment contains an element of coercion and the harasser's use of sex as a tool to control or abuse the employee. **This should not be confused with social interaction which is based on mutual consent.**

5.04 Personal harassment means any discriminatory behaviour which takes place at or is related to the workplace, which denies an individual her or his dignity and respect or affects his or her job by creating an intimidating, offensive, embarrassing or humiliating work environment. Personal harassment includes discrimination because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, pregnancy, childbirth, marital status, family status, disability, conviction for which a pardon has been granted, political affiliation, union membership, participation in the lawful activities of the Union or the exercise of any right conferred under the collective agreement or any applicable law of Canada and its provinces.

5.05 Any employee who believes that she or he is a victim of sexual or personal harassment may file a complaint in writing to the company Human Resources Department and/or their Union representative within twenty one (21) days of the alleged incident. The Company and Union representative shall investigate the complaint jointly. Additional details on the policy and procedure are available from the Union or Company.

5.06 The complaint, the reply of the alleged offender and any information and records

pertaining to the case will be kept confidential and will not be placed on the complainants file. Should the complaint be unsubstantiated, it will not be placed on the alleged harasser's file. All written records and grievances concerning harassment complaints will be handled with all possible confidentiality under the exclusive jurisdiction of Human Resources and the Plant Chair.

5.07 If the complainant is not satisfied with the decision, the parties agree that the complainant may file a complaint under the applicable human rights legislation.

5.08 The Company and the Union further agree to establish a joint Harassment Policy and a joint training package.

5.09 The Company and the Union further agreed that this does not limit the procedures for determining and handling of harassment complaints or what constitutes a complaint. Both parties agree to continue to follow the CAW national policy in conjunction with ITT Policy/Procedures on harassment in conjunction with any new policies or documents set forth.

ARTICLE 6

Union membership and dues check off

6.01 All present employees and all new employees shall, as a condition of employment, sign a Union membership card and become and remain members of the Union.

6.02 Each employee in the bargaining unit will, as a condition of continued employment, authorize the Company in writing to deduct monthly Union dues and the initiation fees as prescribed by the constitution of the Union and as outlined in 6.03, 6.04, 6.05, and 6.09.

6.03 Each employee covered by this agreement will have deducted the regular monthly union dues as a condition of continuing employment for each calendar month during which he worked forty (40) hours or more.

If, during the regular pay for deduction of Union dues or initiation fees an employee, because of absence has no earnings, such deductions shall be deferred to the next pay following, provided however the employee has had forty (40) hours or more of work in the month for which the deduction is made.

6.04 Upon successful completion of the probationary period **all** new employees covered by this agreement shall, as a condition of employment, have deducted from their pay, the Union initiation fee which will be checked off by the Company.

6.05 The Company will deduct each month from the employee's pay, the regular monthly dues of such employee, and remit such monies by cheque to the financial secretary of Local 27 of the C.A.W. by the tenth (10) of the month following the month in which the dues were deducted. Company remittances will include a list of employees from whom the deductions are made and also included will be the names of those employees in the bargaining unit for whom no deductions were made and the reasons for no deductions.

6.06 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with the constitutional requirement of the National Union.

6.07 In January of each year the Company will supply, to the Union, a list of all bargaining unit employees showing their current names, employee numbers and the total amount of Union dues

collected for the previous calendar year. In addition, the addresses, phone numbers, and social insurance numbers will be provided. The company will record on the T-4 slip of each employee the actual amount of union dues deducted during the previous calendar year.

6.08 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.

6.09 Dues are payable when a member received benefits in lieu of work, ie., vacation pay; holiday pay; jury duty pay and bereavement pay. Dues are not payable when a member receives sick and accident benefits or workers compensation benefits.

ARTICLE 7

Representation

7.01 The Company shall recognize and deal with a plant committee consisting of 8 committee persons. This committee shall consist of a negotiating committee of four (4) day shift committee persons, two (2) committee persons on the second shift and two (2) committee persons on the third shift provided the company production schedules require second and third shift operations.

The negotiating committee shall consist of four (4) committee members, one (1) of whom shall be the plant chairperson and one (1) of whom shall be the skilled trades committee person elected by the skilled trades employees and represent same, along with a Representative from the National Union and/or the President of the C.A.W. Local 27. All members of the union plant negotiating committee shall work on the day shift.

The Company will recognize alternate committee persons who will only be authorized to function in the absence of the official committee person.

7.02 The Union will inform the Company in writing of the names of the plant committee and committee persons and any subsequent change in the names of these individuals. The Company shall not be required to recognize these individuals until such official notification from the Union has been received.

7.03 The Union shall be allowed to post, on two (2) glass enclosed, locked bulletin boards provided by the company, notices regarding timely matters pertaining only to the Union. Before posting any such notices they must first be reviewed by the Human Resources Manager or his designated representative. One bulletin board should be located in the lunchroom.

7.04 Employees having grievances cannot discuss these with their respective Union representative during working hours without obtaining prior permission of the Supervisor concerned and such permission shall not be unreasonably withheld.

7.05 The Company agrees to grant reasonable time off the job with pay at their normal hourly rate to Union representatives for the purpose of meetings with management and for the purpose of handling or investigating grievances as listed below:

- (a) Such business must be between the Union and/or the employee and the Company.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The Union Representative concerned shall obtain the permission of the Supervisor concerned before leaving his work. Such permission shall not be withheld and will be granted within ~~two~~ (2) hours of the request.
- (d) To attend regularly scheduled monthly Union / Management meetings.
- (e) Other Union / Management meetings as requested by either party.

7.06 The Company will provide one locking filing cabinet for the plant committee. The Company will also provide an office and telephone facilities.

7.07 Upon reasonable advanced notification, the CAW National Representative or a Representative of the Local Union will be permitted access to the plant, through normal reception channels, to assist in settling grievances, attend meetings or other Union business pertaining to the activities of the Glencoe Plant(s).

ARTICLE 8

Strikes and Lockouts

8.01 The Union will not authorize its members to cause or take part in any unlawful 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 authorize or sanction its members to cause, or take part in any unlawful strike or unlawful stoppage of any of the Company's operations or unlawfully picket any of the Company's plants or premises during the term of this Agreement.

8:02 The Company shall not call or authorize or threaten to call or authorize an unlawful lockout

and no officer, official or agent of the Company shall counsel, procure, support or encourage an unlawful lockout or threaten an unlawful lockout.

8:03 For the purposes of this Article, strikes and lockouts are as defined in the Ontario Labour Relations Act.

ARTICLE 9

Grievance Procedure

9.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust the matter. Such discussion shall be held within three (3) working days of the alleged occurrence said *to* have caused the complaint, or when the employee should have been aware of the occurrence said to have caused the complaint.

9.02 Complaints and / or Grievances shall be handled in the following manner:

Step 1.

If an employee has any complaint which he wishes to discuss with the company, the employee may

either alone or with a union committee person discuss the matter with the employee's immediate supervisor.

The employee's supervisor will give his decision within three (3) working days of the discussion. If such complaint or question is not settled to the satisfaction of the employee concerned, the complaint will be forwarded to Step 2 of the grievance procedure.

Step 2.

The employee may present, together with a union committee person, any grievance to the department manager and such grievance shall be in writing. Such grievance shall be presented within five (5) working days of the date of the company response in Step 1. The grievance must reference the specific article(s) of this agreement that is alleged to be violated or misinterpreted and the nature of the relief or remedy sought. The manager or his designated representative shall give his reply in writing within five (5) working days.

Step 3.

If the reply is not satisfactory, the grievance may be forwarded to the Plant Manager within five (5) working days of the receipt of such reply. The Plant Manager, or his designee, and the Union shall meet

to discuss the grievance at the next scheduled Union Management meeting or at a special meeting to be held within 10 working days of the receipt of the grievance by the Plant Manager, whichever ever comes first. The National Representative of the CAW and / or the President of the local Union plus the Company's Director Employee / Industrial Relations and / or his representative may also attend this meeting. The Company will respond in writing within five (5) working days of the meeting. If the grievance is not resolved at this meeting, either party may refer the matter to arbitration.

9.03 Vacation, Bereavement Leave, Jury Duty or Holidays shall not be considered in determining time limitations in Article 9. Time constraints in the grievance procedure shall only be extended by mutual agreement.

9.04 A grievance filed over a suspension or discharge shall commence at Step 3 of the grievance procedure as provided in Article 9.02. The right to file a grievance shall be deemed to be waived if no grievance has been presented within five (5) working days of the aforesaid dismissal or suspension.

9.05 If two (2) or more employees simultaneously have the same alleged grievance

under the same circumstances, it will be presented whenever possible as one group grievance with the name of each grievor shown thereon. The group grievance will be initiated at Step 2 of the grievance procedure as provided in Article 9.02.

9.06 The Company or the Plant Committee Chairperson may file a policy grievance. A policy grievance is defined and limited to one which alleges misinterpretation of the provisions of this agreement. A policy grievance will be initiated at Step 3 of the grievance procedure as provided in Article 9.02.

9.07

- A. If an arbitration proceeding is to be invoked, the request for arbitration must be made, in writing, within ten (10) working days after the grievance has been answered in Step 3.
- B. When either party requests that a grievance be submitted to arbitration they shall make such request, in writing, addressed to the other party to this agreement and at the same time nominate an Arbitrator. The parties shall then mutually agree upon an Arbitrator within fifteen (15) working days. If they are unable to agree upon an Arbitrator within the fifteen (15) working days, they may then request the Ontario Ministry of Labour to initiate the

arbitrator selection procedure. The representatives of the parties shall select the Arbitrator by agreement or, failing agreement, they shall ask the Ontario Ministry of Labour to appoint an Arbitrator,

- C. The parties agree to participate in a meeting with a Grievance Settlement Officer if either the Company or the Union request such a meeting after completion of the grievance procedure and prior to the arbitration of the grievance. The Company agrees to pay the grievor(s) and/or the Union Chairperson and/or a committee person at his regular hourly rate for time spent at a Settlement Officer's meeting with the Company convened by the Ministry of Labour.
- D. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- E. The decision of the Arbitrator will be final and binding upon the parties hereto.
- F. No matter may be submitted to arbitration which has not been properly carried through all previous stages of the grievance procedure.
- G. The Arbitrator shall not have 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. He shall however, in respect to a grievance involving a suspension or discharge, be entitled to modify or set aside such penalty, if in the opinion of the arbitrator it is just and equitable to do so.

H. Each of the parties to this agreement will equally bear the expenses of the arbitrator.

9.08 In the event that any grievance is resolved or withdrawn by the union and is subsequently appealed through the appeals procedure established by the CAW constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed at the appropriate step of the grievance procedure. The Company, however, will not be responsible for any monetary liability beyond any amount that would have been incurred had the grievance been processed under the normal procedure.

ARTICLE 10

Probationary Period

10.01 New hires shall be considered probationary until they have completed a total of sixty (60) days worked or 480 hours worked, whichever comes first, within a twelve (12) consecutive month period, after which they shall be assigned a seniority date which shall be their first date of hire.

10.02 A copy of the termination notice for a probationary employee will be given to the plant chairperson prior to termination. A probationary employee may not grieve a termination unless the discharge is in contravention of the Human Rights Code or any other applicable government statute.

10.03 The Company Agrees to allow the Union Chairperson time during new employee orientation to be introduced to and address new employees. The parties agree that the purpose of this process is to be a vehicle for introducing the Union to new employees and to show joint Company and Union goodwill. New employees will be provided a copy of the Collective Agreement at this meeting and introduced to the committee person on the assigned shift by a supervisor on the shift.

10.04 Based on the terms of the no fault policy (ITT#4), upon completion of the probationary period an employee will have three (3) days credit to use for the no fault program. Each month worked, following the completion of probation will add another day of credit to a maximum of twelve (12) days. Any days taken as no fault days under the attendance program will be deducted from this number during the months following probation. The disciplinary process begins at any stage when an employee falls at or below zero (0).

ARTICLE 11

Seniority

11.01 The term "Seniority", as used herein shall mean accumulated service, as calculated from the date specified in Article 10.01. Seniority will be established and maintained for all employees in the bargaining unit on a plant wide basis.

11.02 In the case of two (2) or more employees hired on the same day, seniority shall be determined by alphabetical order of the employees' last name.

11.03 An employee promoted or transferred to an excluded position outside the bargaining unit will maintain seniority as of the date of promotion/transfer which ever is applicable, if the

Company decides to return the employee to the Bargaining Unit within ninety (90) days of promotion/transfer. The Company will promote/transfer an employee only once during the term of the Collective Agreement. Should the employee wish to return to the Bargaining Unit within the ninety (90) day period he/she shall be returned to his/her previous job and be credited seniority accumulated up to the date of promotion/transfer which ever is applicable. If an employee should return to the Bargaining Unit after the ninety (90) day period has expired, all former seniority accumulated will be considered null and void. Therefore their new seniority date will commence as of the first day worked upon return to the Bargaining Unit.

11.04 The company shall post an updated seniority list every six months. Three (3) copies of the seniority list will be supplied to the Union committee. The chairperson **will** be notified, in writing, of quits, deaths, retirements, hirings, layoffs, recalls and terminations of all bargaining unit employees.

11.05 An employee shall lose seniority and employment with the company shall **be** terminated for any of the following reasons:

- A. The employee quits or retires.
- B. The employee is discharged for just cause and the discharge is not reversed.
- C. An employee fails to return from an approved leave of absence on the prescribed date without a satisfactory reason.
- D. An employee is laid off for a period of more than twelve (12) consecutive months or, the length of seniority, whichever is greater.
- E. Failure to return to work from a lay-off within five (5) working days after issuance of the Company's notice of recall by registered mail to the last address shown on the Company's records without a satisfactory reason. Where the recall is of one (1) week or less and the employee has an alternate job, this will be waived on the employee request within three days of notice of recall.
- F. The employee is absent for three consecutive work days without notifying the company unless the employee has a satisfactory reason.
- G. Failure to return to work following an absence due to illness, injury or accident after the Company has been notified that the employee is able to return to work.

- H. The employee gives a false reason in requesting a leave of absence or engages in any employment during such leave of absence.
- I. If a dispute exists between the employee's doctor and the Company, the company will use Workers Health and Safety Center to determine the medical status or limitations of employees. In such cases, the company will pay the cost of the evaluation and any time lost from work. The decision of this recognized independent evaluation/assessment group shall be binding on the company, union and employee.

11.06 It shall be the responsibility of an employee to notify the company in writing of any change in address or telephone number.

ARTICLE 12

Layoff and Recall

12.01 When a layoff is necessary the Company, whenever possible, will give at least three (3) working days written notice of such lay-off to the affected employees and the Plant Chairperson before posting said notices.

12.02 Whenever it becomes necessary to decrease the working force, students will be the

first laid off; if further layoffs are necessary, probationary employees shall be laid off second; employees with the least amount of plant **wide** seniority shall then be laid off, provided those remaining employees with more seniority are able and willing to do the work available. An employee who has exhausted his seniority rights within his classification may elect to exercise his seniority rights and displace an employee with less seniority in another classification provided that the employee wishing **to** so displace a less senior employee is willing and able to perform the available work within the classification the employee wishes to enter. Employees so moving to another classification will be paid the applicable rate of pay for the new classification.

12.03 In the event of a dispute regarding an employee's ability to perform the available work, such employee will be given a five (5) working day trial for the purpose of determining their ability.

12.04 The Union Plant Committee will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available which they are able and willing to perform.

12.05 Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off provided they are able and willing to do the work available.

12.06 In the event of any layoff, the Company will provide the Chairperson of the Union Plant Committee with a list of employees to be laid off or recalled and any cancellation of such notices.

12.07 Before any new employees are hired, seniority employees still laid off or transferred to lower paid jobs as a result of layoff shall be offered employment in order of their seniority standing, providing they have the skill and ability to do the normal requirements of the job.

12.08 When short term layoffs become necessary due to acts of God, unexpected disruption of supplies, mechanical or electrical problems, the Company may lay off employees within the classification affected for a period not to exceed three (3) consecutive working days at any one time during a calendar year and not to exceed seven (7) working days in any one calendar year without regard for the provisions of seniority, provided that students and probationary employees within the affected classification are laid off first followed by those employees with the least seniority in the affected classification performing the work on the shift.

12.09 Inverse Seniority

- a. Upon mutual agreement between the Company and the Union the parties may enter into an arrangement applying the concept of inverse seniority to layoffs.
- b. The application is intended to cover layoffs of a limited and known duration.
- c. When a circumstance arises that appears to fit the concept the Company and the Union will promptly and jointly determine if the inverse seniority provisions will apply.

12.10 Inverse Seniority Considerations and Application

- a. The layoff must be for a definite period of time and of limited duration.
- b. Employees will be laid off and recalled under the terms of the inverse seniority provisions by classification as determined by the Company and the Union.
- c. It is expressly understood that no provision exists, except for Article 12.10 (d) which would allow an employee (who exercised an option of being laid off under these provisions) to return to work to be replaced on

layoff by another employee during the predetermined period of lay off.

- d. It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of exhaustion of unemployment insurance (EI) benefits. When an employee who elects to invoke the inverse seniority provisions is subsequently denied benefit coverage through no fault of his own, he will be permitted to return to his previous classification displacing the junior employee from his shift previous to the layoff. If his shift is not available, he may exercise his seniority plant wide.
- e. Nothing in the foregoing shall preclude the Company from recalling an employee prior to the exhaustion of the limited/predetermined layoff period.
- f. If during the limited/predetermined period of layoff it is determined that the layoff needs to be extended for any reason and further provided that the parties agree to simultaneously extend the inverse seniority provisions. The employees who elected layoff under these provisions will be canvassed to determine if they wish to continue on layoff. If the laid off employee decides that he wishes to continue on layoff for any extended

time, he will be so permitted. If they choose to return, they will be so permitted and the employees from the bottom of the seniority list will be laid off in the traditional manner.

ARTICLE 13

Incapacitated Employees

13.01 The Company and the Union agree to co-operate with respect to the administration of a modified / light duty program for all work and non work related injuries and / or illnesses. The company will continue to review cases each month as required, through the established joint committee composed of one (1) member from each party,

13.02 In the event an employee becomes physically handicapped and is unable to continue their job, exception will be made in favour of such employee on the following basis.

- (a) If a job vacancy occurs, which an incapacitated employee can perform, they will be placed on such job without the necessity of a job posting.
- (b) A Doctor's certification of disability by the employee's own Doctor, must be submitted.

- (c) An employee placed on a job because of a disability will have that disability reviewed at least annually.
- (d) The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.

ARTICLE 14

Job Posting

14.01 Job vacancies will not be posted in cases where the vacancy is expected to last for a period of thirty (30) work days or less. Notwithstanding the foregoing the Company and the Union may mutually agree to extend the above noted time period.

14.02 When permanent job vacancies occur or new classifications are created, seniority employees will be given an opportunity to apply for such openings. All jobs posted will specify classification, qualifications, department, present shift arrangement and rate of pay. A copy of all job postings will be provided to the Plant Chairperson prior to the job being posted. Job postings will be posted for three (3) consecutive work days.

14.03 Employees who apply must do so in writing on the respective job application forms. If an employee applies for more than one job posting at the same time he must identify his order of preference.

14.04

- (a) An active seniority employee may apply for any posted job vacancy.
- (b) Selection of an employee to a posted job vacancy will be based upon seniority and the employee's ability to satisfactorily perform the work required.
- c) The Company will post the names of the successful applicants on the bulletin board and will give a copy of the completed posting and attached applicants to the Plant Chairperson one (1) day before being posted. The award should be posted within five (5) days of the award.
- (d) Successful applicants will not be allowed to apply for more than two (2) job postings in any consecutive twelve (12) month period. Time limits will be voided if an employee is applying for an apprenticeship opening or a newly created job classification.

- (e) Seniority employees absent, due to an approved absence for a period of forty five (45) days or less at the time of a posting must exercise their right to apply for the position(s) within two (2) days of their return to work.

14.05 Once an employee is awarded a job posting, he will be placed on the job within five (5) days where ever practicable, and his seniority shall apply to the new classification, in accordance with the terms of this Agreement. If the placement takes longer than 5 days to complete the Company will advise the Union chairperson of the anticipated time delay.

14.06 Unless stated otherwise, an employee awarded an opening may be subsequently disqualified by the Company after a trial period, including training, not to exceed fifteen (15) work days in which case the employee will be returned to his previous classification and shift. Trial periods may be extended by mutual agreement between the Company and the Union.

14.07 When a selected employee placed in an opening is disqualified, the Company shall select from the next qualified applicant consistent with Article 14.04 (b). When the posting is exhausted, or if there are no qualified applicants the Company will repost the job once and only once. Then, if the

posting is exhausted, or if there are no qualified seniority applicants, the Company will utilize the Relief procedure, paragraph 15.01, to fill the opening.

14.08 Nothing herein shall prevent the Company from hiring a person from outside the bargaining unit when Article 14.07 has been exhausted.

14.09 Employees bidding to a lower rated classification will assume the lower rate, from the rate they are currently receiving on their date of transfer to the new classification. Employees bidding to a higher rated classification will assume the higher rate for the classification to which they are transferred consistent within the terms stated herein.

14.10 If the Company adds a new job or classification, or substantially changes an existing job, the rate of pay and classification will be discussed by the Union and the Company within thirty (30) days, and if an agreement is not reached between the parties, it will be the subject matter for the grievance and arbitration procedures. In the event the matter is referred to arbitration, the arbitrator shall only have jurisdiction to consider rates for existing job classifications at the Glencoe facility and will not have jurisdiction to consider or compare rates in existence at other facilities.

ARTICLE 15

15.01 Relief Employees

The term Relief Employee, for the purpose of this agreement, refers to an employee who is selected through a job posting and is trained to perform the duties of a higher paid classification for which he is a relief person.

The Company will select a minimum of one (1) relief employee per classification requiring on the job training based on the same criteria as stated in Article 14.02, 14.04 (b) and 14.09 of the permanent posting selection procedure. These employees will be utilized when posted employees are absent due to illness, vacation, etc, for any regular scheduled or mandatory shift. Employees will be compensated for all hours in the higher role when utilized by the company. Work will not be performed by out of classification employees or filled in by same classification employees to cover an absentee. Any work to cover an absenteeism will be performed by the applicable relief employee. Employees reduced from the Classification, will be temporarily recalled to the classification prior to the use of relief personnel.

Notification of these openings and the selected employee's name shall appear on the Job Posting bulletin board.

- (a) All seniority employees working in the plant will be eligible to fill a relief role.
- (b) An employee shall hold only one relief role at any one time.
- (c) Relief roles will be identified by the classification and shift.
- (d) If only one relief is needed to fill a vacancy then that will be the senior relief in the classification. If additional manpower is required, the next senior employee on the relief list per shift will be used.

15.02 An employee may remove his name from a relief position by submission in writing to his Supervisor or by posting onto another relief position. An employee may post to a relief position only twice in a twelve (12) month period.

All temporary relief openings will be posted.

ARTICLE 16

16.01 Temporary Transfers and Vacancies

- (a) In the event an employee's classification needs to be reduced for any reason, the Company may transfer such an employee to work which is available.

- (b) A transfer shall be considered temporary provided it does not exceed thirty (30) working days. If the transfer exceeds thirty (30) working days, it will be posted in accordance with the job posting procedure. The period relating to temporary transfers may be extended by mutual agreement between the Company and the Union.
- (c) Unless stated otherwise, the most senior employee on the shift able to satisfactorily perform the work shall be requested to be transferred. If the most senior employee declines the opportunity to accept a temporary transfer, the junior employee on the shift able to satisfactorily perform the work shall be transferred.
- (d) Temporary transfers will not be abused in order to avoid the job posting procedure.
- (e) The temporarily transferred employee will be paid his regular rate or the regular rate of the job he is being transferred to, whichever is higher.

ARTICLE 17

17.01 Shift Switches

The Company agrees to provide a system for employees who mutually agree to switch shifts, providing two (2) employees are within the same job classification on different shifts. The employees switching shifts must be able to satisfactorily perform the job of the employee with whom they switched. Employees wishing to switch shifts will complete the appropriate form at least two (2) weeks prior to the date of the shift switch, exceptions may be made in cases of a bona-fide emergency. All forms are to be submitted to the employee's direct Supervisor and Human Resources with a copy to the plant chairperson, The form will be posted on the job posting board for a period of three days. Employees wishing to switch shifts must place their name on that form in order to be considered for the switch. The employee on the list with the most seniority will be chosen to switch.

All shift switches must have management's written approval prior to commencing and if for any reason, either employee cannot satisfactorily perform the required work, the shift switch will be canceled.

The switch is void if either party decides to return to their previous shift or is a successful applicant in a job posting.

17.02 Shift Transfer

Employees may use their plant wide seniority to transfer onto other shifts through the Job Posting Procedure or while exercising their seniority in the event of layoff and recall Employees in the classification where the opening exists will be given the opportunity to change shifts, according to their plant wide seniority, before the job is posted.

Before new employees are hired a posting for three consecutive working days will be made for seniority employees to indicate their interest in switching shifts. Selection will be based upon plant wide seniority,

ARTICLE 18

Hours of Work

18.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Unless stated otherwise, the normal work week shall consist of eight (8) hours work per day, Monday through Friday.

18.02 The normal hours in a work day on a one (1) or two (2) shift operation will be:

Day Shift

7:00 a.m. to 3:30 p.m.

Second Shift (afternoons) 3:30 p.m. to 12:00 a.m.

Employees will be given a one-half (1/2) hour unpaid lunch and two paid ten minute breaks, one in each half of the shift. A paid wash up period of five (5) minutes is allowed with each break and at the end of the shift.

The normal hours in a work day on a three (3) shift operation will be:

Day Shift

7:00 a.m. to 3:00 p.m.

Second Shift (afternoons) 3:00 p.m. to 11:00 p.m.

Third Shift (midnights) 11:00 p.m. to 7:00 a.m.

All employees in the bargaining unit, regardless of being on a one (1), two (2) or three (3) shift operation, will be given a twenty (20) minute paid lunch and two paid ten minute breaks, **one** in each half of the shift. For a three (3) shift operation the normal work week will start at 11:00 p.m. Sunday.

18.03 The Company will provide lunch breaks according to the following:

- Day Shift - start no earlier than 11:00 A.M. and end no later than 12:00 NOON.
- Second Shift (afternoon)- start no earlier than 7:00 P.M. and end no later than 8:00 P.M.
- Third Shift (midnights) - start no earlier than 3:00 A.M. and end no later than 4:00 A.M.

18.04 The Company shall have the right to vary the start and finish times by up to one (1) hour. In addition, the Company and the Union may agree to change the regular hours of work.

ARTICLE 19

Overtime

19.01 Any authorized work performed in excess of eight (8) hours in any day or forty (40) hours in any week will be paid at one and one-half (1.5) times the employee's regular hourly straight time classification rate.

19.02 All work performed on Saturday will be paid at one and one-half (1.5) times the employee's regular hourly straight time classification rate.

19.03 All work performed on Sunday will be

paid at double (2) times the employee's regular hourly straight time classification rate. It is understood that the hour of work for the 11:00 P.M. start time on Sunday night will not be at double time.

19.04 Any employee required to work on a recognized holiday as set forth in Article 20 shall be paid double (2) times the employee's regular hourly straight time classification rate in addition to any holiday pay which they may be entitled.

19.05 Overtime premiums shall not be paid more than once for any hours worked and there shall be no duplication or pyramiding of overtime. Shift premiums shall not be included in the calculation of overtime compensation.

19.06

- (a) Overtime work shall be equitably distributed among those employees who normally perform the work in the classification on the shift in which the overtime occurs. If the Company is unable to obtain sufficient employees among those who normally perform the work in the classification, the opportunity shall then be given to the employees with the least amount of overtime on the same shift who are capable, without training, of performing the work to be done.

If sufficient volunteers cannot be attained the employee with the lowest overtime hours in the classification on the shift will be required to perform the overtime work.

- (b) The Company will post an overtime list by 4:00 P.M. Wednesday of each week showing the accumulated overtime hours for each employee and a copy of such list will be provided to the Union Chairperson or his designate.
- (c) Equitable distribution shall mean that in the event of overtime scheduling, the employee with the lowest accumulation of overtime hours on the shift and in the classification for which the overtime is required, will be offered the overtime opportunity. No grievance will be filed when the disparity of hours between employees in the Classification and shift is forty (40) hours or less.
- (d) Any errors in the posted list of overtime hours must be brought to the attention of the Company within one working day of the posting, otherwise the list shall be deemed to be correct for charging purposes.
- (e) Employees will be charged for overtime on the basis of hours paid or offered.

Eg. Eight (8) hours at one and one half (1.5) equals twelve (12) hours charged.

Eight (8) hours at double (2) time equals sixteen (16) hours charged.

- (f) Employees who agree to work overtime but fail to report for their accepted overtime will be charged two (2) times the charged overtime hours offered or paid. In addition such employees may also be subject to discipline unless the employee has a satisfactory reason.
- (g) Employees absent for any reason for less than thirty (30) calendar days will be charged for all overtime hours they would have been offered had they not been absent.
- (h) Employees absent from work for any reason for more than thirty (30) calendar days shall be credited with the average number of hours of overtime which is charged to an employee in the classification.
- (i) Whenever an employee is transferred or enters into another classification or switches shifts he shall receive the average number of hours of overtime which is charged to an employee in the classification.

- (j) In the case of skilled trades classifications overtime equalization shall not apply whenever the particular work being performed is a continuation of the particular project assigned for that day. Overtime equalization will not apply when a skilled trades person is working on a build project for which he is the main person involved with the key elements of the design for which the use of other personnel would cause delays or rework.
- (k) **All** overtime worked on Sunday shall be voluntary.

19.07 The Company agrees to abide by the Hours of Work provisions in the Ontario Employment Standards Act in effect as of March 01, 1996.

ARTICLE 20

Paid Holidays

20.01 The following shall be considered paid holidays under the terms of this collective agreement:

	1999 - 2000	2000 - 2001	2001-2002
Good Friday	April 2/99	Apr. 21/00	Apr. 13/01
Victoria Day	May 24/99	May 22/00	May 21/01
Canada Day	July 5/99	July 3/00	July 2/01
Civic Holiday	Aug. 2/99	Aug. 7/00	Aug. 6/01
Labour Day	Sept. 6/99	Sept. 4/00	Sept. 3/01
Thanksgiving Day	Oct. 11/99	Oct. 9/00	Oct. 8/01
Christmas Shutdown	Dec. 24/99 Dec. 27/99 Dec. 28/99 Dec. 29/99 Dec. 30/99 Dec. 31/99	Dec. 22/00 Dec. 25/00 Dec. 26/00 Dec. 27/00 Dec. 28/00 Dec. 29/00	Dec. 24/01 Dec. 25/01 Dec. 26/01 Dec. 27/01 Dec. 28/01 Dec. 31/01
	Jan. 1/00	Jan. 01/01	Jan. 01, 2002

20.02 Employees must work the complete scheduled work shift before and after the holiday to be entitled to holiday pay. Any employee absent from work on the qualifying days for the Christmas Holiday will be penalized one day holiday pay for each qualifying day the employee is absent. (See letter of understanding Qualifying Day)

20.03 Probationary employees are not entitled to holiday pay.

20.04 Employees on vacation during a paid holiday will be allocated an additional day of vacation upon request.

20.05 Employees eligible for holiday pay shall be paid for eight (8) hours at their regular base rate of pay.

20.06 Holidays falling on a Saturday will be observed *on* the previous Friday. Holidays falling on a Sunday will be observed on the following Monday.

ARTICLE 21

Vacations

21.01

- (a) Vacations with pay shall be granted to employees of the company on the basis of their seniority as of December 31 each year as outlined below:

90 days to 1 year - 8 hours/month completed to a maximum of 80 hours

1 - 5 years	2 weeks (80 hours)
5 - 15 years	3 weeks (120 hours)
15 years plus	4 weeks (160 hours)

- (b) If an employee has worked in a pay period, during the eligibility year, and is in receipt of WSIB or Sick Benefit, they will be entitled for vacation pay. The current practice of paying the vacation upon their return will be maintained.
- (c) Employees will be required to take a minimum of two (2) weeks, once a year, of their vacation entitlement beginning in January 2000.

21.02 Vacation pay and entitlement is earned in the previous year to be taken in the current twelve month period. Vacation pay is a percentage of previous years earnings, less vacation pay, as below:

1. Five years or less seniority - 4%
2. Five to fifteen years seniority - 6%
3. Over fifteen years seniority - 8%

21.03 The Glencoe plant vacation period is January 1 to December 31 with no carryover.

21.04 Vacations must be requested in writing by April 1 of each year directly to the employee's supervisor on the appropriate form. The Company will respond to vacation requests by May 1. Vacations will be scheduled by seniority within classification. Employees not requesting vacation by April 1 shall have their vacations scheduled for them, on a first come, first served basis.

21.05 The company may require employees to take vacation during a plant shutdown scheduled in July or August. The company will advise employees by April 1 if there will be a plant vacation shutdown and the target date for such shutdown. The occurrence and timing of the shutdown will be updated according to customer requirements and any changes will be communicated to all employees.

21.06 The finalized vacation schedule shall be posted on the notice board by May 1 and shall not be changed unless mutually agreed upon between the Company and the Employee.

ARTICLE 22

Shift Premiums

22.01 A shift premium will be paid to employees for all hours worked on afternoon shift and night shift as follows:

1. Afternoon shift \$.35
2. Night shift \$.45

ARTICLE 23

Occupational Accidents or Illness

23.01 When an employee suffers an occupational accident or illness on the company premises or while on Company business during his working hours and is certified by a physician as unable to return to work, such employee shall be paid his applicable hourly straight time rate for the balance of his shift. If needed, the company will supply transportation to the physician, home or hospital on the first day of the injury or illness, and after treatment, transportation to the plant and/or home on the first day.

23.02 Upon returning to work the employee will supply a doctors note.

ARTICLE 24

Work by Non- Bargaining Unit Employees

24.01 Non Bargaining Unit personnel shall not be permitted to do work normally performed by bargaining unit employees except:

- (a) in an emergency when regular employee are not available, either by call-in or transfer.
- (b) in the instruction and training of employees.
- (c) to aid in determination of problems and required corrective actions.

24.02 No Bargaining Unit employee shall be laid off or displaced as a result of Non- Bargaining Unit employees performing Bargaining Unit work.

ARTICLE 25

Leaves of Absence

25.01 All leaves of absences for seniority employees shall be without pay, except as may be specifically provided for herein.

25.02 The Company will grant up to three (3) months leave of absence without pay to any seniority employee for legitimate personal reasons. Any employee who is absent with such written permission shall continue to accumulate seniority. Whenever possible, requests for such leave shall be given in writing to the Human Resources Department at least two (2) weeks in advance. Whenever possible, the Company will respond within one (1) week. Exceptions will be made in bona-fide emergencies.

25.03

- (a) The Company will grant leave of absences without pay to employees for authorized Union business such as meetings and conventions. Requests for such leave will be made to the Human Resources Department at least one (1) working day prior to the commencement of the said leave. No more than eight (8) employees at the same time will be granted such leave. For the purpose of this clause,

- (b) the Company agrees to supplement regular full-time employees for lost earnings who are absent from work at their straight time hourly rate, provided they are on an approved and authorized union leave of absence of not more than five (5) consecutive work days. If there are situations whereby the approved leave of absence will be longer than five (5) days it will require the additional approval of the Plant Manager. The President of Local 27 and / or the Plant Chairperson will forward to the Company a list of names and the amount of lost time hours to be paid by the Company. The Company will then be reimbursed by Local 27, C.A.W. within thirty (30) days of submitting an invoice/statement to the Union.

- (c) An employee of the Company elected or appointed to a full-time position in Local 27 CAW or the National Union, CAW shall be granted a leave of absence by the Company for a period of up to three (3) years or the life of this agreement, whichever is longer, without pay or benefits. Such employee shall retain and continue to accumulate seniority. The Union agrees to give the Company, at least one (1) month advance notice of the commencement of such leave of absence, if possible.

25.04 Pregnancy/Parental Leave of Absence will be granted in accordance with the Employment Standards Act. An employee may be granted an extension of her/his pregnancy/parental leave after the time limits provided under the Employment Standards Act, if medically required and substantiated by a physician's certificate and if such extensions are requested in writing to the Human Resources Department at least fifteen (15) working days prior to the termination of her/his original leave.

25.05 Leave of Absence For Imprisonment: The Company may grant an employee with seniority a leave of absence without pay for a period not to exceed one hundred and twenty (120) calendar days if the employee is convicted and jailed for an

offense under the Highway Traffic Act or Criminal Code arising out of the operation of a motor vehicle. The Company may also consider granting leaves for imprisonment for other minor offenses under this clause. An employee shall be entitled to only one leave during the term of his employment.

25.06 Education Leave. A leave of absence without pay or benefits for a period not to exceed one (1) year without loss of seniority may be granted an employee who has at least one (1) year of seniority in order that the employee may attend a recognized college, university, trade or technical school full time, provided that the course of instruction is related to the employee's employment opportunities with the Company. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this section and the schooling will be regarded as being related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or schools has accepted him as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves will not exceed one (1) year.

Such employee shall give notice in writing to the Human Resources Department at least three (3) weeks prior to the date he plans to return to work.

25.07 Medical Leave of Absence- Any employee with seniority who is unable to work because of illness or injury and who furnishes satisfactory evidence thereof, indicating the anticipated length of his absence, will be granted a leave of absence while disabled with no loss of seniority.

Absences of two (2) days or more, documented with a Doctor's certificate, will not be counted as no fault days. However, one (1) day not pre-planned is a no fault and will be counted under no fault days.

In a situation where appointments are pre-planned and are pre-authorized by way of a doctors certificate **or** appointment card, which is **to** be supplied to the Company, those employees will be granted an automatic leave of absence, which will not be charged against them under the no fault policy.

In the event the injury **or** illness is a recurrence and the employee furnishes satisfactory evidence thereof with a doctor's certificate, it will not be counted as a no fault day. (Details on the management of the medical leave program are outlined in detail in the company policy and procedure #20.)

25.08 An employee's reinstatement from a medical leave of absence beyond three (3) consecutive working days is conditional upon him supplying a certificate from a physician that he is able to return to work from the injury or sickness which caused the absence. An employee who returns to work after a medical leave shall be reinstated to his former classification, job and shift, provided they still exist, with no loss of seniority.

25.09 An employee shall call the Company on the first day of absence that he is unable to work, stating the reason for his absence and his anticipated date to return to work. He will update the Company should this date change.

ARTICLE 26

Bereavement Leave of Absence

26.01

- (a) In the case of the death of the following family members, seniority employees will be given three (3) regularly scheduled working days off (excluding Saturdays, Sundays and holidays) with regular pay immediately following the death of an employee's:

Current Spouse	Half-Brother
Current Spouse's Parent	Parent
Parent	Sister
Step-parent	Step-Sister
Child	Half-sister
Step-Child	Grandfather
Brother	Grandmother
Step-Brother	Grandchild

(b) In the case of the death of the following family members, seniority employees will be given one (1) regularly scheduled working day off (excluding Saturdays, Sundays and holidays) with regular pay immediately following the death of an employee's:

Current Spouse's Brother	Son-In-Law
Current Spouse's Sister	Daughter-In-Law
Brother's Current Spouse	Current Spouse's Grandfather
Sister's Current Spouse	Current Spouse's Grandmother

26.02 If bereavement leave is required during a scheduled vacation, the vacation day(s) may be re-scheduled for a later date.

26.03 Bereavement leave approval forms are to be submitted to the employee's immediate Supervisor.

26.04 Such paid bereavement leave as described above is only payable where the employee would otherwise be at work during this period.

26.05 The Company may request an employee to provide satisfactory evidence under this clause.

26.06 Additional unpaid leaves may be requested for special circumstances. For example: to attend a funeral which requires extended traveling.

ARTICLE 27

Jury Duty Leave of Absence

27.01 Any seniority employee who is called to and reports for jury duty, or is subpoenaed as a Crown Witness in a criminal or civil proceeding, shall be paid his hourly rate for each day lost, less any jury duty or witness fees received, if the employee would otherwise have been scheduled to work for the company on such day. For purposes of this article, the employee shall be deemed to be on the day shift.

ARTICLE 28

Reporting - In - Pay

28.01 If an employee reports for work on his regular shift and/or overtime shift without being

informed at least two (2) hours before the shift starts that his services are not required, he will be given the opportunity to work four (4) hours or he shall receive at least four (4) hours pay for the shift in question, unless the reason for his services not being required is beyond the Company's control.

ARTICLE 29

Call - Back - Pay

29.01 If an employee is called back to work after he has left the plant at the completion of his regular shift, he will be given the opportunity to work a minimum four (4) hours work if work is available. If work is not available the employee shall be paid four (4) hours pay at the applicable overtime rate.

ARTICLE 30

Safety and Health

30.01 The Company shall institute and maintain all necessary precautions to guarantee every worker a safe and healthy workplace and to protect the environment. The Company shall comply in a timely manner with the Occupational Health and Safety Act, its regulations, codes of practice, and all relevant environmental laws, regulations, codes of practice in effect on November 13th, 1995. All standards established

under these laws shall constitute minimum acceptable practice to be improved upon as recommended by the Joint Health and Safety committee.

30.02 The Company and the Union Agree to maintain the established Joint Health and Safety Committee, consisting of the Manufacturing Manager, Human Resource Manager and ESH Co-ordinator, for a total of three (3) Company representatives and three (3) Union representatives for a total of six (6). **All** members of the committee must have an alternate representative that will be required to attend the meeting in the absence of the regular committee member and only to be used in case of emergency.

- (a) This committee will meet at least once a month with additional meetings as required to address current safety issues.
- (b) Members of the committee will be allowed two (2) hour a month to prepare for meetings in addition to the time required to attend meetings.

30.03 The Committee will have a two joint Chairpersons, one of whom will be a Company certified representative and one whom will be a Union certified representative. The chairpersons shall be selected from the members of this

committee. One of the co-chairpersons shall be a union member chosen by the Union. The other co-chairperson shall be a Company representative.

30.04 In addition to the duties imposed under the Health and Safety Legislation, the Committee shall be responsible for the following:

- (a) Scheduling and attending regular or emergency meetings called by the Safety Committee or due to inspections or Ministry of Labour visits.
- (b) In addition to regular meetings, as per the Occupational Health and Safety Act, the Safety Committee shall tour and inspect the premises for Health and Safety concerns and make recommendations for changes and / or corrections for the elimination of Health and Safety hazards.
- (c) Receive, investigate and address safety complaints and dangerous circumstances in a timely manner and prepare necessary reports or recommendations.
- (d) Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated and reported immediately to the Departmental Supervisor along with the completion of a

Company Accident Incident Report. In case of an accident or injury the Health and Safety Committee will also investigate and prepare a report.

- (e) Write job task analysis in conjunction with the workers concerned.

30.05 The Company will provide the Joint Health and Safety Committee with complete hazard information on all hazardous substances in the work place as well as information concerning the conducting or taking of tests for any equipment, machine, device, article, thing, material or biological or physical agent in or about a workplace as required by the OHSA. The company shall provide the committee (who will sign off as per the procedure for sign off) with an MSDS for all new substances and processes to be introduced.

30.06 Employees of the company shall have the right to refuse work they feel is unsafe or hazardous in accordance with the provisions of the Ontario Health and Safety Act as in effect November 13th, 1995.

- (a) The company shall ensure that all employees are informed and trained annually that they have the right to refuse hazardous work. The program will be reviewed by the committee.

The Company further agrees to provide this information during all employee orientations.

- (b) If a worker exercises their right to refuse he shall notify the supervisor who will advise a Union member of the Health and Safety Committee. He/she shall stand by in a safe place and participate fully in the investigation of the hazard.
- (c) At stage two the company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused without knowing the details of the refusal and that another employee has refused to work. The Ministry of Labour will be notified before a worker is reassigned.
- (d) The Union co-chairperson of the Joint Health and Safety Committee, the alternate, or the union safety representative on the shift shall participate in the investigations at every stage. Recommendations will be accepted from all parties involved in the investigation.
- (e) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or

where it would be contrary to the applicable federal, provincial or municipal health and safety or environmental laws, regulations or codes of practice. There will be no loss of pay, seniority or benefits during the period of refusals.

30.07

- (a) The Company agrees to provide training as required by the Health and Safety Act for the Joint Health and Safety Committee. The company will ensure that the lost time, per diem or meal, and travel and accommodation if required will be paid to **all** employees who participate in education or training required by this Article 30.07.
- (b) **All** union members of the Joint Health and Safety Committee will attend the following courses:

Σ WHSC Level I and II (Law)

Σ WHSC Level II (Committees)

Σ WHSC (Ergonomics)

Σ WHSC Certification Course

Σ WHSC MIPP

30.08 Upon the request of a member of the Joint Health and Safety Committee and upon reasonable notice to the Human Resources Manager, the Union's designated National safety representative will be given permission to access the plant in order to confer with Union Safety Committee members.

30.09 The Company agrees to continue its current practice in regard to providing protective equipment as outlined in the PPE Assessment developed and recommended by the Health and Safety Committee. Safety shoes and prescription safety glasses will be paid at the levels negotiated in this agreement.

30.10 The Company will maintain a lock out, confined space and ergonomic procedure that comply with current Health and Safety legislation. These procedures and training programs shall be reviewed and developed by the Health and Safety Committee.

30.11 New ventilation on all sources of airborne contamination will be implemented in reference to ACGIH Industrial Ventilation Manual.

(a) The company shall ensure that local exhaust ventilation systems are installed and maintained.

(b) The company shall ensure that adequate general plant exhaust ventilation systems are installed and maintained.

30.12 Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.

30.13 The parties to this agreement recognize the importance of confidentiality of health information and of access by employees to their own health information. Only the company appointed co-ordinator of health care information shall have access to records. This information shall not be released unless an employee has signed an authorization form,

30.14 There shall be qualified first aid attendants holding a St. John Ambulance Standard certificate or equivalent present on all shifts. The company shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete a first aid course.

30.15 Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

30.16 The Company agrees to provide necessary training to employees as recommended by the Health and Safety Committee.

30.17 Form 7's, 8D's and supervisors accident reports will be supplied to the union Health and Safety co-chair on within 4 days as per OHSA Section 52.(1) of being advised of an accident or injury for the purpose of making recommendation(s).

30.18 The Union and Company co-chair shall be advised by the company when new or modified equipment or processes are introduced into the plant.

30.19 No employee will be allowed to work alone in an isolated area without some type of a monitoring system implemented.

30.20 The Union Co-chair of the Health and Safety Committee shall be given up to four (4) hours a month to conduct Safety and Health related business. Where possible, 24 hour notice of time required shall be provided to Human Resources. Such permission shall not be withheld and will be granted. Additional time, where required to investigate urgent Health and Safety issues can also be provided upon reasonable notice to the Human Resources Manager.

ARTICLE 31

Students

31.01 Students will only be permitted to work during the period May 31 to September 01 and will not work if any bargaining unit employee is laid off.

ARTICLE 32

Employee Benefits

32.01 Benefits and plans referred to in this Article 32 are necessarily qualified in their entirety by reference to the underlying policy or contracts of insurance whether issued by private carriers or Government agencies.

32.02 Life Insurance

Employee Life Insurance

The Company **will** pay one hundred percent (100%) of the premium cost of life insurance, accidental death and dismemberment insurance for seniority employees in accordance with the following schedule:

	Year 1	Year 2	Year 3
Life Insurance	\$24,000	\$25,000	\$26,000
Accidental Death	\$24,000	\$25,000	\$26,000

Optional Dependent Life Insurance

The Company will make available and administer Dependent life Insurance as below:

Premiums to be paid 100% by the employer.

	Year 1	Year 2	Year 3
Dependent Life (Spouse)	\$4,000	\$5,000.	\$6,000
Eligible Child	\$1,000	\$1,000.	\$1,000

32.03 Extended Health Care Plan

(a) Semi- private Health Care

The Company will pay 100% of the premium cost of semi-private coverage for seniority employees and for their dependents. The coverage pays for 100% of the cost of services.

(b) Prescription Drugs

The Company will pay 100% of the premium cost of prescription drug plan coverage for seniority employees and for their dependents.

A 10% Co-payment drug card will be provided to all seniority employees.

32.04 Dental Plan

The Company will provide and pay 100% of the premium cost to a maximum per year of \$1200.00 per individual covered, of a basic 80% dental plan providing routine treatment coverage for seniority employees and their dependents and 100% of the cost for seniority employees and their family for preventive and Maintenance care. The 1998 Ontario Dental Association schedule will be the basis for reimbursement under the plan in 1999, with a \$25 deductible for the employee and \$50 deductible for their family each calendar year. The Company will maintain a one year lag on the current ODA fee schedule.

32.05 Short Term Disability (Weekly Indemnity)

The Company will provide a weekly indemnity plan on a 1-1-5-26 basis to yield weekly indemnity at 66- 2/3% of the employee's regular weekly rate. In consideration of the fact that the Company has negotiated additional benefits greater than the savings which will result from granting a weekly indemnity plan to a standard that qualifies for premium reduction, the parties hereto agree that the Company shall be entitled to retain the full

amount, I.E., twelve-twelves (12/12) of the premium reduction granted by the Unemployment Insurance Commission. An employee applying for Workers Compensation Benefits may collect Short Term Disability until the Workers Compensation Claim is processed at which time the employee must repay the Short Term Disability payments.

32.06 Long Term Disability Insurance

The Company will administer a voluntary long-term disability plan for all seniority employees with more than one (1) year of service. The employee will pay 100% of the premium cost of the plan in order for the benefits to be tax free. The plan will pay 60% of the employee's monthly pre-disability earnings as of the date that the disability commenced, up to a maximum of \$3,000 per month.

32.07 Benefit Continuation

Benefits will be continued at no cost to the employee for six (6) months for employees receiving short term disability benefits, one (1) year for employees receiving WSIB benefits and two (2) years for employees receiving Long Term Disability Benefits

32.08 Registered Retirement Savings Plan

The Company will administer a voluntary Registered Retirement Savings Plan for all seniority employees with more than one years service. The Company will contribute 25% of the employee's contribution up to a maximum of 1.5% of straight time earnings.

32.09 Vision Care

- (a) The Company will pay \$130 every two years towards the cost of prescription eyeglasses for seniority employees, their spouse and dependent children.
- (b) The Company will pay up to \$175 every two years towards the cost of prescription safety glasses for seniority employees only. The Company will pay for the repair or replacement of prescription safety glasses if they have been damaged at work.

Prescription Safety glasses must be purchased at the Optometrist of the Company's choice.

32.10 Safety Footwear

The Company will contribute to the cost of safety footwear according to the following schedule:

	Year 1	Year 2	Year 3
Shoe Allowance	\$70	\$80	\$90

32.11 Educational Assistance

The Company will maintain an educational assistance program as per Company policy # H.B.C. 6

32.12 Travel Allowance

The Company will reimburse the employees for voluntary use of a personal vehicle on Company business at the rate of \$.30 per kilometre.

32.13 Apprenticeship Reimbursement Program

The Company will continue it's present policy of reimbursing apprentices with the amount of wages necessary to top up their Apprenticeship Training Allowance to 40 hours pay at their regular rate.

32.14 The company will pay employees once weekly on Thursday, except where there is a statutory holiday on a Monday when it will be delayed until Friday.

32.15 Paid Education Leave

The Company agrees to pay into a special fund one cent (\$.01) per hour, per employee for all

compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee **skills** in all **aspects of trade** union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the company to the following address:

CAW Family Education Centre
PEL Training Fund
R.R.#1, Port Elgin, ON NOH 2C5.

A leave of absence will be granted for a maximum of 160 hours per year to avail employees of the use of the paid education leave.

32.16 Company Paid Pension Plan

The Company will continue a pension plan with Canada-Wide Industrial Pension Plan (CWIPP) which will provide a past or future service benefit amount per month per credited year of service.

	Year 1	Year 2	Year 3
Pension Contribution	\$.20	\$.25	\$.30

ARTICLE 33

Skilled Trades

33.01 Skilled Trades for the purpose of this agreement shall be those trades and classifications working in either Fixture Build, Maintenance or Electrical occupational groups listed below:

Journeyman
Level2
Apprentices

33.02 The term "Journeyman" as used in this agreement shall mean any person who presently holds a journeyman classification or equivalent in a skilled trades occupation in the Fixture Build or Maintenance classifications as listed below:

Industrial Electrician
Industrial Millwright
Machinist
Toolmaker

33.03 When an opening occurs in the Journeyman classification, entrance will be limited to those individuals who:

- a. presently hold a journeyman certificate in a skilled trade occupation as listed in paragraph 33.02,

- b. served a bona fide apprenticeship of 8000 or 9000 hours as recognized by the Ontario Department of Labour, Apprenticeship branch,
- c. are recognized as having journeyman status equivalent as of the signing of this agreement, or
- d. have worked a minimum of eight (8) years at the trade with a CAW journeyman card.

33.04 Skilled Trades Seniority

- a. Seniority in the skilled trades shall be by occupational groups; as per the skilled trades seniority. The maintenance and fixture build is one group and Electrical is another,
- b. Future employees entering a trade shall have date of entry in the skilled trades as listed in 33.02.
- c. Layoff and recall within skilled trades will be by occupational group as outlined in article 33.04.

33.05

- (a) The company agrees to deduct Canadian Skilled Trades council Dues as adopted by the Canadian Skilled Trades Council equal to 1/2

hour of wages per year at the employees base rate.

- (b) The first such dues deduction will be made from the employees first pay following completion of their probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one months work in a calendar year. These deductions along with the employees names shall be remitted to the financial secretary of the Local Union.

33.06 Skilled Trades Tool Policy

All skilled trades employees are responsible to supply their own tools necessary to properly perform their job.

The employee must provide an inventory of all tools and tool boxes kept on company premises, including brand names, condition and approximate value in order to participate in the tool replacement policy. This inventory will be verified by the Company and kept on file for cross reference should a loss occur.

All employee owned tools damaged or worn out while performing work for the company or employee owned tools stolen from company property will be replaced with a new tool of equal value provided that;

- a. The damaged or worn tool is turned in to the company, and
- b. The tools or tool box is listed on the employee inventory of tools.

Tools to be replaced by the company will be done within fifteen (15) working days.

33.07 Skilled Trades Overtime

When overtime is required in either the Maintenance **or** Fixture Build departments, overtime will be offered according to the Overtime Equalization Article 19.06 (a). When there are no volunteers, then the other department will be asked according to the Overtime Equalization Article 19.06 (a).

If there are no volunteers from the other department, then the employee(s) with the lowest actual hours, in the department requiring overtime, will be required to work. All overtime will be accumulated by the employee regardless of where the overtime was worked.

33.08 Any permanent job vacancies required in Skilled Trades will be posted in the department with the opening. This will not limit the company from using trades from Fixture Build or Maintenance in the case of major breakdowns or emergency requirements.

33.09 Apprentices

The purpose of this section is to define the provisions governing registration, education, seniority, and all other matters related to a skilled trades apprenticeship. The company will recognize and may offer apprenticeships in all the trades listed in 33.02

- (a) It is the company's policy and intent to promote from within through the apprenticeship program to fill vacancies in the journeyman classifications. The Company will ensure that a minimum no less than one apprentice, for each five (5) journeyman will be maintained. For every increase of five (5) journeyman there will be an increase of one apprentice. For every decrease of five (5) journeymen, there will be a decrease of one apprentice.
- (b) There shall be a joint skilled trades committee composed of an equal number of members, one (1) from management and one (1) skilled trades committee person.
- (c) The function of the joint skilled trades committee will be to advise the company on phases of the apprenticeship training program. This committee will meet monthly or as required.

- (d) The joint skilled trades committee will establish a related progressive training schedule for the apprentices, similar to that recommended by the CAW apprenticeship standards, offering full exposure to all aspects of the apprentices trade. The joint committee will arrange for the apprentices to attend such courses paid by the company.
- (e) Apprentices will be required to attend classes for related instruction. The company will pay for any time spent in classroom instruction and/or for educational materials.
- (f) An apprentice, upon completion of his/her apprenticeship shall receive the Journey person status as per 33.01, as well as the applicable wage rate.
- (g) Credit for previous experience in an apprentice training program or in a skilled trade in any plant may be granted up to the time required, at the time that the apprentice is signed up with the applicable government board. **All** apprentices will be registered with the applicable government branch.
- (h) At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given.

- (i) The committee shall have authority to recommend discipline for an apprentice and/or to cancel the apprenticeship agreement at any time for cause pertaining to the apprenticeship such as;
 - (a) inability to learn,
 - (b) unsatisfactory work
 - (c) lack of interest in work or education,
 - (d) failure to attend classes of related instruction.
- (j) When openings become available for apprenticeship schooling, the Company will make every effort to release apprentices to attend, up to a maximum of three **(3)** apprentices at a time.
- (k) Notices of apprenticeship openings will be posted and shall be limited **to** those applicants presently in skilled trades Level 2 working in Electrical, Maintenance or Fixture Build. Once the list of Level 2 employees is exhausted, the openings will be offered to production.
- (l) The successful applicant for all future apprenticeship openings will qualify as a

candidate based on seniority and a passing grade score on an appropriate mechanical comprehension and aptitude test and must satisfy the requirements of the applicable government board.

- (m) No employees base rate will be reduced as a direct result of entering into an apprenticeship program and they shall maintain their base rate until such time as adjusted by the wage progression.

33.10 Apprentice pay schedules will be as outlined below:

1000 2000 3000 4000 5000 6000 7000 8000 9000
HRS. HRS. HRS. HRS. HRS. HRS. HRS. HRS. HRS.

PERCENTAGE OF JOURNEY MAN RATE

MILLWRIGHT APPRENTICE

65 70 75 80 85 90 95 95

TOOLMAKER APPRENTICE

65 70 75 80 85 90 95 95

MACHINIST APPRENTICE

65 70 75 80 85 90 95 95

ELECTRICAL APPRENTICE

65 70 75 80 85 90 90 95 95

SKILLED TRADES - MAINTENANCE/
FIXTURE BUILD

Millwright Journeyman
FIXTURE BUILD/MAINTENANCE

Entry requirements

- industrial millwright
- completion of a recognized apprenticeship program.

Required skills

- instruct others in the building / rebuilding of equipment.
- work with limited supervision.
- complete assigned projects in a timely manner.

Electrician - Journeyman
FIXTURE BUILD/MAINTENANCE

Entry requirements

- licensed industrial electrician
- completion of a recognized apprenticeship program.

Required skills

- install and repair electrical installations as required in the plant.
- PLC. Programming.
- liaison with government electrical inspectors.

ARTICLE 34

Administration of Discipline

34.01 When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline, the employee and Plant Chairperson or designate will be so informed, in advance of the interview and the employee will be advised that he may have his committee person present. The meeting will be conducted in a private area.

34.02 Should an employee be discharged at a meeting at the plant, the Company shall give the discharged employee an opportunity, before leaving the plant, to meet a committee person for a reasonable period of time in a private area. The Company will conduct the termination meeting at the plant. However, exceptions may occur. The Union Chairperson will be advised in advance of these situations and will receive a copy of the written termination.

34.03 The Company will take any required disciplinary action within five (5) working days after the date of the alleged action unless a reasonable reason for the delay exists. The Company will advise the Union of the reason for the delay.

34.04 The Company will provide the employee and the Union with a written reason for disciplinary action at the time that the discipline is given. In the event that the written reason is issued at a later date, the five day time limit under Article 9 - Step 3 of the Grievance Procedure for the employee to initially discuss or grieve the discipline will be from the date the written discipline is issued.

34.05 No disciplinary action shall remain in an employee's personnel record for a period longer than twelve (12) months.

ARTICLE 35

35.01 Re: Substance Abuse

During negotiations, the Company and the Union representatives discussed substance abuse as it affects our 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 workforce, and it can adversely affect safety, job performance and employee morale.

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

A committee will be set up comprising representatives of the Company and the Union to administer the program.

The company will provide all normal group insurance benefits while under a medically prescribed course of treatment.

ARTICLE 36

36.01 Re; Perfect Attendance Award

The Company will maintain a perfect attendance award program as **per** Company Policy #11.

ARTICLE 37 PLANT CLOSURES

In the event that the Glencoe Plant closes operations the following provisions will take affect for those who **lose** their employment as a result of the closure.

The Company will notify the Union of any pending closure of the Glencoe plant and will enter into meaningful negotiations for the purpose of negotiating a complete severance package.

37.01 EMPLOYEE RECORDS

- (a) The Employer will retain all employee records for a period of at least seven (7) years from the date of closure.
- (b) Reasonable access to and or copies of such employee records shall be provided to the Union. In no event will the Employer deny the Union access to or copies of such records where the employee gives permission to release such records.

37.02 BARGAINING RIGHTS

In the case of closure, should ITT re-open the operation within the village of Glencoe within a period of up to three (3) years, the Union will retain bargaining rights at the plant location. At such time, the parties will negotiate in good faith a new collective agreement.

37.03 RECALL RIGHTS

At the date of closure, the terminated employees will not lose their seniority and recall rights for a period equal to three (3) years.

37.04 TERMINATION NOTICE, COMPENSATION, AND SEVERANCE PAY

In all cases the company will comply with the Employment Standards Act and regulations of Ontario regarding Layoffs and Terminations in effect on the effective date of the collective agreement.

37.05 RESIGNATION

If an employee resigns after notice of termination is given they will retain their right to severance pay provided the resignation takes effect during the statutory period of the notice period and the employee gives at least two weeks notice of their intention to resign.

37.06 GRIEVANCES

The parties will attempt to resolve all outstanding grievances within two (2) weeks of closure. Those grievances not settled within the 2-week period will be settled with the aid of a grievance mediation service such as the PAM Group or other mediation service acceptable to both parties.



37.07 VACATION PAY

Employees with outstanding vacation pay will be paid no later than seven (7) days after the closure.

37.08 LABOUR ADJUSTMENT COMMITTEE

The Company agrees to participate in the formation of a Labour-Management Adjustment Committee that will **seek** financial assistance from the Industrial Adjustment Service (Federal Government) and the office of Labour Adjustment (Ontario Government).

ARTICLE 38

Duration of Agreement

38.01 This agreement shall become effective on the 04th day of the March, 1999 and shall remain in effect until 12:01 A.M. March 05, 2002. Either party may 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 with a period of 90 days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

38.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 05 day of March, 2002, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

IN WITNESS WHEREOF each of the parties hereto has caused this Collective Agreement to be signed by their duly authorized officials or representatives as of this 10 day of April, 1999.

FOR THE COMPANY

ITT Automotive, Glencoe
ITT Industries of Canada Limited of Canada

Don Chandler

Ed Nicholls

Lance Pritchard

FOR THE UNION

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

Kim Adams

Grant Hunter

Les Toth

Gerry Barcroft

Fred Earhart

POSITION	START	90 DAYS	180 DAYS	1 YR	18 M	2 YRS
GENERAL PRODUCTION OPERATOR						
1999	\$9.40	\$9.77	\$10.14	\$10.51	\$10.88	\$11.25
2000	\$9.85	\$10.22	\$10.59	\$10.96	\$11.33	\$11.70
2001	\$10.35	\$10.72	\$11.09	\$11.46	\$11.83	\$12.20
MATERIAL HANDLER						
1999	\$9.65	\$10.02	\$10.39	\$10.76	\$11.13	\$11.50
2000	\$10.10	\$10.47	\$10.84	\$11.21	\$11.58	\$11.95
2001	\$10.60	\$10.97	\$11.34	\$11.71	\$12.08	\$12.45
SET UP OPERATOR						
1999	\$9.90	\$10.27	\$10.64	\$11.01	\$11.38	\$11.75
2000	\$10.35	\$10.72	\$11.09	\$11.46	\$11.83	\$12.20
2001	\$10.85	\$11.22	\$11.59	\$11.96	\$12.33	\$12.70
QUALITY AUDITOR						
1999	\$9.90	\$10.27	\$10.64	\$11.01	\$11.38	\$11.75
2000	\$10.35	\$10.72	\$11.09	\$11.46	\$11.83	\$12.20
2001	\$10.85	\$11.22	\$11.59	\$11.96	\$12.33	\$12.70
SHIPPER RECEIVER						
1999	\$9.90	\$10.27	\$10.64	\$11.01	\$11.38	\$11.75
2000	\$10.35	\$10.72	\$11.09	\$11.46	\$11.83	\$12.20
2001	\$10.85	\$11.22	\$11.59	\$11.96	\$12.33	\$12.70
LAB TECHNICIAN						
1999	\$10.15	\$10.52	\$10.89	\$11.26	\$11.63	\$12.00
2000	\$10.60	\$10.97	\$11.34	\$11.71	\$12.08	\$12.45
2001	\$11.10	\$11.47	\$11.84	\$12.21	\$12.58	\$12.95
SHIPPER / STOCK PERSON						
1999	\$9.90	\$10.27	\$10.64	\$11.01	\$11.38	\$11.75
2000	\$10.35	\$10.72	\$11.09	\$11.46	\$11.83	\$12.20
2001	\$10.85	\$11.22	\$11.59	\$11.96	\$12.33	\$12.70
PRODUCTION LEAD HAND						
1999	\$12.75	\$12.75	\$12.75	\$12.75	\$12.75	\$12.75
2000	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20
2001	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70
LUNCH ROOM ATTENDANT						
1999	\$10.40	\$10.77	\$11.14	\$11.51	\$11.88	\$12.25
2000	\$10.85	\$11.22	\$11.59	\$11.96	\$12.33	\$12.70
2001	\$11.35	\$11.72	\$12.09	\$12.46	\$12.83	\$13.20

PLANT PAINTER /CLEANER/ DELIVERY

1999	\$9.90	\$10.27	\$10.64	\$11.01	\$11.38	\$11.75
2000	\$10.35	\$10.72	\$11.09	\$11.46	\$11.83	\$12.20
2001	\$10.85	\$11.22	\$11.59	\$11.96	\$12.33	\$12.70

MIC BENDER / PROGRAMMER /SETUP / STOCKROOMATTENDANT

1999	\$10.40	\$10.77	\$11.14	\$11.51	\$11.88	\$12.25
2000	\$10.85	\$11.22	\$11.59	\$11.96	\$12.33	\$12.70
2001	\$11.35	\$11.72	\$12.09	\$12.46	\$12.83	\$13.20

MACHINE TENDER

1999	\$13.05	\$13.71	\$14.37	\$15.03	\$15.69	\$15.69
2000	\$13.50	\$14.16	\$14.82	\$15.48	\$16.14	\$16.14
2001	\$14.00	\$14.66	\$15.32	\$15.98	\$16.64	\$16.64

SKILLED TRADES

LEVEL 2

1999	\$17.25	\$17.38	\$17.51	\$17.64	\$17.77	\$17.90
2000	\$17.70	\$17.83	\$17.96	\$18.09	\$18.22	\$18.35
2001	\$18.20	\$18.33	\$18.46	\$18.59	\$18.72	\$18.85

SKILLED TRADES

JOURNEY MAN. MAINTENANCE-FIXTUREBUILD

1999	\$18.75	\$20.60
2000	\$19.35	\$21.20
2001	\$19.95	\$21.80

JOURNEYMAN ELECTRICIAN

1999	\$20.07	\$21.05
2000	\$20.52	\$21.65
2001	\$21.02	\$22.25

PERCENTAGE OF MILWRIGHT JOURNEY MAN RATE

1000 hrs. 2000 hrs. 3000 hrs. 4000 hrs. 5000 hrs. 6000 hrs. 7000 hrs. 8000 hrs.

MILWRIGHT APPRENTICE

	65.00%	70.00%	75.00%	80.00%	85.00%	90.00%	95.00%	95.00%
1999	\$13.39	\$14.42	\$15.45	\$16.48	\$17.51	\$18.54	\$19.57	\$19.57
2000	\$13.78	\$14.84	\$15.90	\$16.96	\$18.02	\$19.08	\$20.14	\$20.14
2001	\$14.17	\$15.26	\$16.35	\$17.44	\$18.53	\$19.62	\$20.71	\$20.71

PERCENTAGE OF ELECTRIAN JOURNEY MAN RATE

	1000 hrs.	2000 hrs.	3000 hrs.	4000 hrs.	5000 hrs.	6000 hrs.	7000 hrs.	8000 hrs.
ELECTRICIAN APPRENTICE								
65.00%	70.00%	75.00%	80.00%	85.00%	90.00%	90.00%	95.00%	95.00%
1999								
\$13.68	\$14.74	\$15.79	\$16.84	\$17.89	\$18.95	\$18.95	\$20.00	\$20.00
2000								
\$14.07	\$15.16	\$16.24	\$17.32	\$18.40	\$19.49	\$19.49	\$20.57	\$20.57
2001								
\$14.46	\$15.58	\$16.69	\$17.80	\$18.91	\$20.03	\$20.03	\$21.14	\$21.14

LETTER OF UNDERSTANDING

RE: Outside Contracting

This letter is written to confirm the Company's policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is recognized that at times and for varying reasons, it is not considered practical or advisable for certain work to be performed by our own Company. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed and this letter is not to be regarded as affecting that right; however, provided we have the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality and within projected time limits, it is our intention and desire to keep such work within the Company. When possible the Company will provide the appropriate Skilled Trades committee person with advance notice of outside contracting relating to work which is normally performed by the Skilled Trades workforce.

As per the letter of understanding from mediation;

During the remainder of the 96-99 collective agreement and for the duration of renewal of that

agreement, no bargaining unit skilled trades employee hired as of 21st October 1998 will be laid off work while an outside contractor is performing work normally performed by the skilled trades workforce, provided the skilled trades have the required skills and the company has the necessary facilities and equipment.

The company will discuss major new programs with the union during scheduled management/union meetings to ensure that the union is given advance notice of contracted out work.

LETTER OF UNDERSTANDING

RE: Technological Change

Technological change is defined as changes in technology to the process, equipment or methods that significantly differ from that previously utilized by the Company. In the event of technological changes as defined above, the Company shall give the Union as much advance notice as possible and will discuss with the Union any anticipated impact on the workforce resulting from these changes.

Where, as a result of technological change new or greater skills are required for employees within the classification affected by the change, such employees will, at the expense of the employer, be provided with a reasonable period of training. The parties agree to discuss appropriate training for the specific changes identified.

LETTER OF UNDERSTANDING

RE: Qualifying for Holiday Pay

An employee late for up to fifteen (15) minutes, on the qualifying day for a holiday, will qualify for holiday pay.

LETTER OF UNDERSTANDING

RE; Weekly Indemnity

The Company Human Resources Department will provide assistance to employees applying for Weekly Indemnity to speed up the processing of the claim.

LETTER OF UNDERSTANDING

Re; Time Clock System

Prior to making any changes to the timeclock and timekeeping system the Company will discuss with the Union committee any contemplated changes.

LETTER OF UNDERSTANDING

Machine Tender (replacing Level 1 positions with current rate of pay)

Required skills

- read basic blueprints.
- capable of test running new production tooling or equipment.
- perform minor p.m. tasks e.g.
 - Grease and oil equipment

-
- Make repairs to guarding
 - Make minor repairs and adjustments to equipment
 - Assist tradesmen as required
 - be able to operate hand tools, drill presses, belt sanders and grinders
 - report trouble areas to supervisor