### **Collective Agreement**

between

SIEMENS Milltronics Process Instruments Inc.

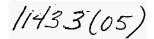
and

The Employees'Association of Milltronics-Canadian National Federation of Independent Unions, Local 3005

January 1, 2008 – December 31, 2011

Agreement

SIEMENS



### **COLLECTIVE AGREEMENT**

BETWEEN

SIEMENS MILLTRONICS PROCESS INSTRUMENTS INC.

AND

THE EMPLOYEES'ASSOCIATION OF MILLTRONICS-CANADIAN NATIONAL FEDERATION OF INDEPENDENT UNIONS, LOCAL 3005

(JANUARY 1, 2008 TO DECEMBER 31, 2011)

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### ARTICLE 0 - COLLECTIVE AGREEMENT

0.1 This Agreement is between Siemens Milltronics Process Instruments Inc. ("the Company") and The Canadian National Federation of Independent Unions, Local 3005 ("the Union").

# ARTICLE 1 - PURPOSE AND SCOPE

1.1 This Agreement reflects the collective bargaining process that the Company and the Union developed for the purpose of maintaining and promoting a mutually beneficial relationship.

It recognizes the value of this process in all matters pertaining to employment, working conditions, wages and benefits in order to promote the morale, wellness and security of all employees in the bargaining unit.

It encourages the efficiency in operations and supports the Siemens Milltronics vision.

It promotes a joint working relationship by recognizing the value of open communications for the purposes of ensuring responsible contract language, problem-solving and creating a proactive environment.

It reflects our principles to create a solid business foundation and a stable future for all employees of Siemens Milltronics.

### **ARTICLE 2 - RECOGNITION**

2.1 The Company recognizes The Canadian National Federation of Independent Unions as the exclusive bargaining agent for all employees of Siemens Milltronics Process Instruments Inc. at Peterborough, Ontario, save and except supervisor, persons above the rank of supervisor, accounting staff, MIS, outside sales staff, positions requiring professional engineers, product specialists, design specialists, process specialists, confidential assistants, purchasing agents, students and temporary employees.

> It is the intent of this Article not to exclude Union positions by renaming **a** position, or unreasonably expanding the qualifications of a position specifically with regards *to* Specialist, and/or Engineer.

Human Resources in conjunction with the Local Union Executive will monitor postings to ensure that this intent is sustained.

2.2 The Employer and the Union agree that there will be no discrimination, intimidation,

harassment, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership, holding office in the Union or because of race, national or ethnic origin, colour, creed/religion, age, sex, sexual orientation, marital status, family status, disability, citizenship, record of offences or any other prohibited grounds as defined by the Ontario Human Rights Code.

### **ARTICLE 3 - DURATION**

3.1 This Agreement shall become effective on the first day of January 2008 and shall remain in effect until the thirty-first day of December 2011, and thereafter from year to year unless within ninety days, but not less than sixty days prior to the date of expiration, written notice to terminate or amend this Agreement is given by either party.

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# ARTICLE 4 - FUNCTIONS OF MANAGEMENT

- 4.1 The Union recognizes the right of the Company to hire, promote, demote, transfer, retire, suspend, or otherwise discipline an employee for just cause; and to increase or decrease working forces, subject to the right of members concerned to lodge a grievance in the manner provided for in the Agreement if they believe they have been demoted, transferred or passed over for promotion in violation of this Agreement, or have been suspended, disciplined, or discharged without just cause.
- 4.2 Disciplinary Actions

In cases where disciplinary action is deemed necessary, subject to the provisions of this Agreement, progressive discipline shall be utilized in accordance with the Company's discipline guidelines. The employee shall be informed if any such action is to be recorded in the employee file. A copy of the disciplinary record will be provided to the Union Representative at the request of the employee.

An employee has the right upon request to have a Union Representative present at any meeting where discipline is imposed.

Any such action shall be removed from all personnel files after a period of 24 months should no further incident occur requiring discipline.

- 4.3 The Union acknowledges the exclusive right of the Company to make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees which shall be consistent with the provisions of this Agreement. The Company will furthermore be responsible to make available and explain to persons in the employ of Siemens Milltronics, rules and regulations.
- 4.4 Outsourcing

With respect to any outsourcing of Union work, the Company will discuss its intention with the Union before any such work is out sourced. The Company will explain its reasons for its tentative decision to outsource the work and will give the Union an opportunity to suggest ways in which the work might otherwise be

performed. The Company will give due consideration to the suggestions of the Union before making its final decision.

Should a reduction of employment levels be necessary as a result of outsourcing, the Company shall prior to implementing the lay-off, thoroughly discuss training and/or retraining initiatives with the Union in order to optimize the utilization of the displaced employees.

#### 4.5 Technological Change

In the event of the installation of new equipment / technology that will result in the reduction of employment levels of members, the Company will, in advance as far as practical, before the installation of such equipment meet with the Union and provide them with data regarding the proposed installation, number and classification of employees likely to be affected by the change. The Union acknowledges that in no way does the foregoing impede the right of the Company to make technological changes and that such changes may be made at the sole discretion of the Company.

In the event of such technological change the Company will provide employees with the following information in writing:

- the nature of a change
- the proposed time frame
- the approximate number, classification and location of employees likely to be affected by the change
- information regarding the new and changed jobs that may be available on completion of the change

It is also the responsibility of the Company, where new skills are required because of technological change, to provide the required training for employees working with the new technology. It is the responsibility of the employee to take the necessary training.

### ARTICLE 5 - LABOUR MANAGEMENT JOINT COMMITTEE

5.1 It is understood that there is a direct connection between employment security, employee empowerment, and the flexible use of employees' skills. The intent is that the net effect of changes in technology, sales, the economy and employee improvements will not result in the layoff of employees.

> The parties acknowledge the mutual benefits to be derived from ongoing joint consultation. The Labour Management Joint Committee (LMJC) is established to provide such a process.

LMJC meetings will **be** held when required in addition to regular meetings which will be held not less than once per month.

No LMJC meetings will be official unless two members are present from each of the Company and the Local Union Executive.

The LMJC cannot alter or amend the Collective Agreement in any way that is contrary to the Corporate principles and/or Union principles, bylaws and constitution.

#### 5.2 Workplace Innovation

Not precluding Management's rights to direct or implement workplace innovations, the LMJC will discussheview workplace innovations of mutual interest that affect Union members. This committee will serve to discussheview workplace innovations prior to implementation.

Workplace innovation includes: selfdirected work teams, continuous improvement and significant changes to job re-organization.

The LMJC will, in the spirit of mutual respect, work co-operatively in the expeditious resolution of any conflicts arising from these issues.

# ARTICLE 6 - UNION REPRESENTATION

The Company and the Union mutually agree that the Local Union Executive will 6.1 be paid their regular wages and benefits by the Company when conducting Union business, as well as negotiations and grievances during working hours. The Local Union Executive will not be unreasonably absent from regular work duties, and will consider current business priorities. Time spent by Local Union Executives, outside of regularly scheduled working hours, will be considered time worked, provided this time is approved, in advance, by the Local Union Executive's Manager/Supervisor. When a particular Local Union Executive is required in an emergency situation or for scheduled meetings with Labour Management Committees (i.e. LMJC, Pension Committee, Benefits Committee, etc) the Manager/Supervisor will be notified. In all cases the Manager/Supervisor and the Local Union Executive will agree to how time worked outside of business hours will be recognized.

The Local Union Executive shall have the right to attend conferences and seminars, from time to time, such time to be mutually agreed upon between the Company and the Union.

It is further recognized that the members of the Local Union Executive or designates will participate in educational opportunities outside of the workplace, for the purpose of acquiring the necessary skills and tools to conduct their business with the membership and the Company in a responsible, timely and knowledgeable manner. The Local Union Office Manager will submit a training plan for approval of wages to be paid by the Company once yearly prior to budget time based on forecasted education and training requirements. Budget deadlines will be communicated at the LMJC meeting.

The Company acknowledges the right of the Union members to appoint or otherwise select a Local Union Executive of no more than seven members, consisting of three Officers and four Employee Representatives.

The Company will provide the Local Union an office to conduct their business.

- 6.2 A Grievance Committee of not more than three members appointed by the Local Union Executive shall meet with not more than three representatives of the Company for any grievance in accordance with the provisions of Article 27 of this Agreement.
- 6.3 The Negotiating Committee of not more than three members plus the President and Vice President of the Local Union, a representative of the CNFIU and any consultants appointed by the Union, will represent the employees in negotiations for renewal of this Agreement.
- 6.4 The Local Union Executive shall keep the Company advised in writing of the names of members of Committees, Representatives and elected officers and any changes that might occur.
- 6.5 The Company will supply the Local Union as they arise:
  - a copy of any job postings

- copies of the names of successful job candidates
- temporary employee information prior to employment, as well as, job classification, member who he/she is replacing, specific duration of employment.

On **a** monthly basis the Company will supply the Union:

 a seniority list, including as a minimum, information known to Human Resources regarding members' status as per STD, LTD, Maternity Leave, Leave of Absence and WSIB and dates that status changed.

As requested the Company will supply the Union:

- An anonymous list of overtime hours worked YTD.
- Employee's names and addresses will be forwarded to the Union twice per year when requested by the Union. Phone numbers will be

provided upon request, with written permission from the employee.

- A breakdown of benefit coverage (single, family or non-user) for medical and dental.
- An anonymous list of ages and hourly rates with bargaining unit indicators.
- Access to an employee's personnel file with that employee's written permission.
- Organizational chart.

# ARTICLE 7 - STRIKES AND LOCKOUTS

7.1 It is agreed that the Union will not, during the life of this Agreement, authorize, promote, direct, condone, or encourage any strike, slowdown or other curtailment or restriction of production or interference with work in or about the Company's premises, nor will employees take part in such actions.

> It is agreed that the Company will not, during the life of this Agreement, lockout employees.

# ARTICLE 8 - DEDUCTION OF UNION DUES

- 8.1 As a condition of employment all employees hired into a Union position including probationary employees as described in Article 22 shall be required to pay the regular amount of Union dues, **as** appropriately certified to the Company from time to time by the National Union from the first day of employment. This does not include employees hired into Union positions under Article 25.3 c) Temporary Positions Less than 20 days.
- 8.2 The Company will provide for the deduction of Union dues from an employee's pay as directed from time to time by the National Union. Dues shall be deducted on the first and second pay period of each month or as otherwise agreed to by the Company and the Union. Such dues shall be remitted directly to the National Union on the 15th of the month following the month the dues were deducted together with a list of all employees for whom the deduction was made.

- 8.3 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee for amounts deducted from wages as herein provided.
- 8.4 Union members shall remain in good standing and will be required to pay dues while receiving Short Term Disability for one or more full work weeks.
- 8.5 The Company agrees that the total annual dues deducted from each employee will be recorded on their annual T4 slip for Income Tax Purposes.

# ARTICLE 9 -WORKING CONDITIONS

9.1 Health and Safety

The Company and the Union agree to conform to all of the provisions of the Occupational Health and Safety Act and the regulation for industrial establishments, and to exert joint efforts to prevent industrial injury or illness through a Joint Environmental, Health and Safety Committee.

- 9.2 If requested, the Company and/or the Local Union Representative or designate will assist an employee when filling out a report required by the Workplace Safety and Insurance Board (WSIB). On request, in writing, an employee will receive a copy of all documentation regarding the claim.
- 9.3 Personal Safety Equipment

Upon proof of purchase, the Company will contribute to the cost of 1 pair **of** safety shoes or boots up to a maximum of \$130.00 in Year 1 and 2, \$135.00 in Year

3 and \$140 in Year 4, not more frequently than once in a 12 month period, for members who regularly work in any area designated as a safety shoe area by the Joint Environmental, Health and Safety Committee.

The above will not be available to employees during the probationary period. However, employees who purchase safety shoes during the probationary period will be entitled to reimbursement in the appropriate amount on completion of the probationary period.

Safety shoes destroyed while at work for the Company or deteriorated following normal utilization before the 12-month period will also be replaced at the Company's discretion.

- 9.4 Those persons employed in other areas, who, in the judgement of their Manager/Supervisors, work in a designated area enough to warrant the wearing of safety shoes, shall **be** entitled to the same allowance.
- 9.5 The Company will pay for the cost of prescription safety glasses as per the

Prescription Safety Policy as amended from time to time.

9.6 The Company will supply and maintain hearing protection devices, clean work smocks, special gloves, coveralls, safety glasses and safety helmets, safety harnesses, etc., for use in required areas as determined by the Joint Environmental, Health and Safety Committee or other Authority.

## ARTICLE 10 - NORMAL WORK WEEK

The principles around this Article are...

- that individual employee needs are recognized
- no negative impact to business
   measurements
- ensuring business needs are realized
- managed by the team and approved by the Manager/Supervisor
- 10.1 The following paragraph is 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.

The normal work week shall be as follows, from Monday to Friday inclusive, excluding shift schedules as defined in Articles 10.3 ii) and 10.3 iii) and subject to Article 10.6.

#### 10.2 OFFICE/SALARIED EMPLOYEES:

#### Normal Work Week

Thirty-seven and one half hours (37.5) per week or 40 hours per week for Product/Service employees.

#### Flex Hour Program

Core hours are 9:00 a.m. to 3:00 p.m. during which all employees must be at work except for their lunch period (minimum ½ hour) and totalling 7½ hours per day or 8 hours per day for Product/Service employees.

Flex hour schedules must be scheduled in advance and agreed to by the Manager/Supervisor and must be communicated to internal and external customers.

In areas where business needs require coverage beyond the hours outlined in this Article, it is agreed that the Manager/ Supervisor of the area will work in consultation with the team in the area affected to come to an agreement on

hours of work to provide the necessary coverage. In cases where teams cannot agree to common work hours the hours of work will be determined by the Manager/Supervisor.

The continuance of flex hours will be conditional upon maintaining or exceeding current business measurements including but not limited to: on-time delivery, absenteeism and Quality measures.

It is understood that if these measurements are not maintained, the Company may cancel the Flex Hour program on an individual, team or department basis and revert to a fixed start time determined by the department Manager/Supervisor.

#### Summer Hours

For summer hours starting the first Monday in June until the Friday before Labour Day, Summer core hours are:

Monday to Thursday - 9:00 a.m. to 3:00 p.m.

Friday - 9:00 a.m. to 11:30 a.m.

For summer hours where the Company has a need to maintain coverage it is agreed that the Manager/Supervisor of the area will work in consultation with the team in the area affected to come to an agreement on hours to provide the necessary coverage. In cases where teams cannot agree to common work hours the hours of work will be determined by the Manager/Supervisor.

Overtime is paid after the normal work week as determined in conjunction with summer hours and flex hours.

#### 10.3 PRODUCTION/HOURLY EMPLOYEES

#### Normal Work Week:

Forty hours (40) per week.

In areas where business needs require coverage beyond the hours of work outlined in this Article, it is agreed that the Manager/ Supervisor of the area will work in consultation with the team in the area affected to come to an agreement on

hours of work, to provide the necessary coverage. In cases where teams cannot agree to common work hours the hours of work will be determined by the Manager/Supervisor.

These hours of work must be scheduled, in advance, as normal working hours.

Overtime is paid after the normal work week as determined in conjunction with summer hours and flex hours.

Shift times will be as follows:

i) One shift areas:

Flex Hour Program:

Core hours are 8:00 a.m. - 3:00 p.m. during which all employees must be at work except for a lunch period ( $\frac{1}{2}$  hr unpaid break) and totalling 8 hrs per day.

Start times will be one of the following: 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m.

Flex hour schedules must be scheduled in advance and agreed to by the team and the Manager/Supervisor, and must be communicated to internal and external customers.

Production/Hourly Employees working on specified Manufacturing Teams will be required to work the same hours including start times, break times and lunches. The Teams requiring these hours of work will be determined and identified by the Manager/Supervisor. The hours of work will be determined by the team and agreed to by the Manager/Supervisor. In cases where teams cannot agree to common work hours, the hours of work will be determined by the Manager/Supervisor.

The continuance of flex hours will be conditional upon maintaining or exceeding current business measurements including but not limited to: on-time delivery, absenteeism and Quality measures.

It is understood that if these measurements are not maintained, the Company may cancel the Flex Hour program on an individual, team or department basis and revert to a fixed start

time determined by the department Manager/Supervisor.

ii) Two Shift Areas:

D	ay Shift:	6:30 a.m. to 3:00 p.m. – 5 eight <b>(8)</b> hour shifts Monday to Friday (½ hour unpaid meal break)	
A	fternoon Shift:	2:45 p.m. to 1:15 a.m. – 4 ten (10) hour shifts (½ hour unpaid meal break)	
A	fternoon Shift A	<ul> <li>Monday to Friday morning</li> </ul>	
A	fternoon Shift B	–Tuesday to Saturday morning	
•	<ul> <li>2 shift areas are not eligible for the flexible hour program.</li> </ul>		
•	Shifts will be worked on a two-week rotation basis.		
•	will receive	rking the afternoon shift a \$0.85 per hour shift Years 1, 2 and 3 and ar 4.	

- Shift premium will be paid to employees when they actually work the hours in the shift.
- iii) Three shift areas:

Day Shift:	6:45 a.m. to 3:00 p.m. – 5 eight (8) hour shifts Monday to Friday (½ hour meal break, %hour paid, ¼ hour unpaid)	
Afternoon Shift:	2:45 p.m. to 11:00 p.m. – 5 eight (8) hour shifts Monday to Friday (½ hour meal break, %hour paid, ¼ hour unpaid)	
Midnight Shift:	10:45 p.m. to 7:00 a.m. – 5 eight (8) hour shifts Sunday to Friday morning (½ hour meal break, %hour paid, ¼ hour unpaid)	
<ul> <li>3 shift areas are not eligible for the flexible/summer hour program.</li> </ul>		
Shifts are not rotational.		
<ul> <li>Persons working the afternoon shift will receive a \$0.85 per hour shift</li> </ul>		

premium in Years **1**, **2** and **3** and \$0.90 in Year 4.

- Persons working the midnight shift will receive a \$1.00 per hour shift premium in Years 1, 2 and 3 and \$1.05 in Year 4.
- Shift premium will be paid to employees when they actually work the hours in the shift.
- Initially, the shift will be filled on a seniority basis (by preference.) Thereafter, vacancies will be filled for the shift where the opening occurs.

Summer Hours

For summer hours starting the first Monday in June until the Friday before Labour Day, summer core hours are:

Monday - Thursday - 8:00 a.m. - 3:00 p.m. (9 hour shifts)

Friday - 8:00 a.m. - 10:00 a.m. (4 hour shift)

Start times will be one of the following: 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m.

For two shift operations the summer hours will be:

Day Shift: 6:00 a.m. to 3:15 p.m. – 4 eight and three quarter (8¾) hour shifts Monday to Thursday.

6:00 a.m. to 11:00 a.m. – 1 five (5) hour shift on Friday

Afternoon Shift: 3:00 p.m. to 1:30 a.m.

Afternoon Shift A – 4 ten (10) hour shifts Monday to Friday morning

Afternoon Shift B-4 ten (10) hour shifts Tuesday to Saturday morning

10.4 Shift Cancellation

If an employee reports for work at the normal starting of the shift and his/her regular job is not available they get 4 hours pay or receive an alternative work

assignment. They are not entitled to pay or alternate work if any of the following conditions apply:

- 1. if they receive a minimum of 4 hours advanced notice;
- 2. plant or equipment has been damaged by fire, lightning or flood;
- 3. interruption is beyond the Company's control;
- 4. where the employee is not willing to accept alternate work that is reasonable in nature;
- 5. employee cannot be contacted because they have not informed the Company of his/her latest telephone number.
- 10.5 Shift Changes

Should the Company require employees to change shifts, they will provide a minimum of two (2) weeks' notice prior to implementing the shift change.

10.6 When business conditions require it, and at the request of the Company, the parties

will negotiate the conditions for the implementation of other shifts.

# ARTICLE 11 - REPORTING FOR WORK

- 11.1 The Company will take reasonable steps to give employees advance notice of any change or cancellation of regular working hours per the Emergency Plant Closures Policy and will be paid according to the provisions in the policy.
- 11.2 When an employee suffers an industrial injury while at work for the Company and has obtained the necessary and proper first aid and leaves the plant to obtain medical attention, then, if he/she is unable to return to work, or is directed not to do **so**, he/she will be paid for the remainder of the shift in which he/she left the plant. If the employee is able to return to work he/she shall be paid for that part of the shift he/she was absent receiving medical attention.
- **11.3** Any employee called to work from other than Company premises, at a time other than regular working hours, will be guaranteed work or pay for a minimum of three hours at double time his/her regular rate for such call-in.

### **ARTICLE 12 - REST PERIODS**

- 12.1 All employees are entitled to one ten minute rest period in the first half of a shift and one ten minute rest period in the second half of a shift, each shift of the normal work week.
- 12.2 Employees scheduled to work overtime are entitled to rest periods, during the overtime period, as follows:
  - i) For overtime periods of 1 to 60 minutes; no rest period.
  - For overtime periods of 61 to 180 minutes duration; one ten minute rest period, which can be taken either between the end of the regular shift and the commencement of the overtime, or approximately mid-way through the overtime period.
  - For overtime periods of 181 to 360 minutes duration; one ten minute rest period and one unpaid half hour eating period.
  - iv) For overtime periods of 361 to 480 minutes duration, inclusive; two ten

minute rest periods and one unpaid half hour eating period.

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## **ARTICLE 13 - OVERTIME**

13.1 Overtime is defined as, the time worked by an employee in excess of those hours contained in their normal week as stated in Article 10. If occasions arise necessitating overtime, employees are expected to cooperate with the Company. When overtime is required, the Company will provide employees with as much notice as possible. overtime hours will be assigned in accordance with the following provisions.

Voluntary Overtime:

Overtime will be offered in order of seniority on a rotating basis to the employee who possesses the appropriate skill, ability and qualifications as follows:

1st within a team to all available team members

2nd within the immediate department of the Manager/Supervisor's area

3rd within Occupational Classification

4th outside Occupational Classification

If overtime requirements remain unfilled after the voluntary overtime provisions have been exhausted, then the provisions of mandatory overtime will be implemented.

#### Mandatory Overtime:

Employees who possess the appropriate skill, ability and qualifications will be mandated to work overtime as follows:

On the first occasion where mandatory overtime is required, the junior employee will be mandated to work.

The next occasion where mandatory overtime is required, the next most junior employee will be mandated to work.

Once an employee has been required to work mandatory overtime, their name will be placed at the end of the mandatory overtime list and he/she will not be required to work mandatory overtime again until the list of employees has been

exhausted and everyone has been required to work mandatory overtime.

Once an employee has worked 50 hours mandatory overtime per calendar year, he/she shall not be required to work any further mandatory overtime.

The Company may, at its discretion, reschedule alternative mandatory overtime in cases of employees' prior commitments or on compassionate grounds.

**13.2** An employee who has worked overtime which has been approved by the Company shall receive overtime pay in accordance with the following schedule:

OVERTIME	OVERTIME
WORKED	PAY
Production/Hourly and Product/Service Employees Hours worked in excess of the normal work week up to and including 48 hours a week. Office/Salaried Employees Hours worked in excess of the normal work week up to and including 45 hours a week.	One and one half times the Employee's regular rate
Production/Hourly and Product/Service Employees Hours worked in excess of 48 hours per week provided 8 hours have been worked at one and one half times the employee's regular rate. Office/Salaried Employees Hours worked in excess of 45 hours per week provided 7.5 hours pave been worked at one and one half times the employee's regular rate.	Double the Employee's regular rate
Sunday, Statutory, or	Double the
Plant Holiday per	Employee's
Article 15.1	regular rate

- **13.3** There shall be no pyramiding of premiums under this Article, or any other Article of this Agreement.
- **13.4** When business needs require it, employees may be asked to work on Plant Holidays or on Sunday.
- 13.5 Banked Hours

The following defines the conditions under which overtime hours may be banked in lieu of receiving overtime pay. Overtime hours may be banked and paid at the rate of one regular hour worked for one hour off.

- Subject to the requirements of the Employment Standards Act, which require that overtime be paid after 44 hours per week, authorized overtime less than 44 hours per week may be banked one for one, upon the request of the employee and with the agreement of the Manager/Supervisor.
- ii) The minimum deposit to banked hours will be ½ hour increments. The maximum deposit to banked hours will be 4 hours in

any one week for production/hourly and product service employees and 6.5 hours in any one week for Office/Salaried employees.

- Production/Hourly and Product Service employees may bank hours up to a maximum 40 hours and Office/Salaried employees may bank hours up to a maximum of 37.5 hours.
- iv) Minimum withdrawal will be ½ hour for any one transaction. Maximum withdrawal will be 40 hours for Production/Hourly and Product Service employees and 37.5 hours for Office/Salaried employees for any one transaction.
- v) Requests to use banked time must be made in advance and mutually agreed upon with the employee and the Manager/Supervisor. Note: business requirements and coverage take precedence when determining whether banked hours can be withdrawn. Permission will not be unreasonably withheld.

13.6 Overtime for Product Service Employees

For Product Service Employees, a normal work week of forty hours is in effect, consisting of eight hours per day, Monday through Friday.

When Product Service employees are working in countries where the normal work week consists of days other than Monday to Friday, they will work the days normally worked in that country, at their regular rates, and be paid overtime (on the basis of Saturday and Sunday) if they are required to work on days that would normally be off in that country.

- 13.7 Overtime payments will be made to Product Service employees when:
- i) An employee is specifically requested by the Company to work overtime and where the situation necessitating the overtime is beyond the control of the employee involved. All Product Service employees, before leaving on a trip where travel and/or in-plant work is anticipated outside the regular weekly work schedule, shall obtain authorization to work the additional hours.

- ii) An employee is specifically requested by a responsible customer's representative to work overtime and payment for same is authorized by the customer's representative and the situation necessitating the additional work is beyond the control of the employee involved.
- **13.8** It is recognized that Product Service employees, when away from the Company offices, must work without direct supervision. Under certain in-plant and intransit circumstances, they may be required to put in hours over and above the regular schedule without prior authorization. All efforts shall be made by the employee *to* keep these hours to a minimum. These hours will be considered payable overtime only when justified *to* the satisfaction of the Company.
- **13.9** All Product Service employees will be paid overtime at the following rates:

While in transit (travelling) for any reason, the only overtime available will be a maximum of 10 hours per day on Saturday, Sunday or Plant Holiday, and the overtime will be paid at one and one half times the regular rate. On a regular

weekday, the only overtime available will be a maximum of 4 hours per day and the overtime will be paid at one and one half times the regular rate.

ii) All other Product/Service employee overtime will be paid according to Article 13.2.

## **ARTICLE 14 -VACATIONS**

14.1 The following **is** the vacation schedule relative to the vacation year beginning July 1st and ending the following June 30th.

Service	Vacation	Payment
6 months and less than 1 year	1 week	<b>4%</b> of gross pay
1 year and less than 5 years	2 weeks	4% of gross pay
5 years and less than 10 years	3 weeks	6% of gross pay
10 years and less than 19 years	4 weeks	8% of gross pay
19 years and less than 25 years	5 weeks	10% of gross pay
more than 25 years	6 weeks	12% œ gross pay

Members who have completed the minimum SERVICE REQUIREMENTS, but less than the maximum SERVICE REQUIREMENTS, shall receive the scheduled number of weeks VACATION at the scheduled rate of PAYMENT of wages paid during the previous vacation year from the date of hiring to June 30th, or the scheduled number of VACATION weeks pay, at the rate of pay in effect on June 30th, whichever is greater.

14.2 It is the intention of the Company to notify employees of plant shutdown no later than March 1st of each year.

If there is a plant shutdown, due to the impact of lengthy vacations on plant operations, members with more than 2 weeks vacation must arrange with management for a mutually satisfactory time for the balance of his/her vacation period, but not earlier than the beginning nor later than the end of the calendar year, providing always that the vacation taken does not exceed the vacation earned.

If there is no plant shutdown, due to the impact of lengthy vacation on plant operations, members must arrange all their

vacation with management for a mutually satisfactory time but not earlier than the beginning nor later than the end of the calendar year, providing always that the vacation taken does not exceed the vacation earned.

14.3 Requests for all vacation, with the exception of plant shutdown, must be submitted to the employee's immediate Manager/Supervisor no later than March 15th each year. This will facilitate requests being scheduled, planned and easily accommodated. The Manager/Supervisor will let the employee know if their request has been granted no later than May 15<sup>th</sup> each year.

Vacation requests will be granted based on seniority for requests submitted prior to March 15th. Vacation requests will be granted based on first come first served basis for requests submitted after March 15<sup>th</sup>.

14.4 Fullvacation pay is not earned until the end of the vacation year ending the 30<sup>th</sup> of June.

14.5 Members who have been off work during the vacation year but who have worked eight months or more during the vacation year starting July 1<sup>st</sup> or were absent due to pregnancy and parental leave, will be paid full vacation pay as per schedule.

> Members who have worked less than eight months during the vacation year or leave the organization will be paid the scheduled vacation percentage of their gross wages for the period worked. The percentage used is dependent on the amount of vacation their length of service would entitle them to during that vacation year.

14.6 A member who is entitled to an additional week of vacation after June 30<sup>th</sup> in his/her anniversary year may elect to take his/her additional week prior to the actual anniversary date.

If a member elects to take unearned vacation and that member subsequently leaves the company, the company will deduct the unearned vacation paid from the member's final pay.

## **ARTICLE 15 - HOLIDAYS**

- **15.1** The following are the individual statutory and other plant holidays that will be observed.
  - New Year's Day Family Day Good Friday •
  - ٠
  - ٠
  - ٠ Victoria Day
  - Canada Day ٠
  - Civic Holiday ٠
  - Labour Day ٠
  - ٠
  - Thanksgiving Day One day before Christmas (may be used as a floater when mutually • agreed.)
  - Christmas Day .
  - •
  - Boxing Day Two Floating Holidays .
- When any of the holidays fall on a Saturday or Sunday, the holiday will be 15.2 observed on the following Monday.

Canada Day will be observed as follows:

2008 - Tuesday, July 1 2009 -Wednesday, July 1

2010 -Thursday, July 1 2011 - Friday July 1

15.3 Payment will be made to an employee having 30 days worked or more of Service provided he/she worked the regular scheduled work day immediately preceding and following the holiday, or provided reasons satisfactory to the Company.

Employees who have worked less than 30 days will be paid in accordance with the provisions *of* the Employment Standards Act.

Hourly employees who have worked more than 30 days will be paid 8 hours for statutory holidays.

- 15.4 Should a holiday occur during an employee's vacation, an additional vacation day will be granted.
- 15.5 The days on which the plant holidays and the Christmas, Boxing Day and New Year's statutory holidays will be observed are as follows:

#### Year 1 of Contract

Christmas Day	Thursday December 25, 2008
Boxing Day	Friday December 26, 2008
Floating	Monday December 29, 2008
Floating	Tuesday December 30, 2008
Floating	Wednesday December 31, 2008
New Year's Day	Thursday January 1, 2009

For Friday January 2, 2009 employees will be required to use banked time, vacation or a leave of absence. Choices are to be mutually agreed upon with the Manager/Supervisor.

### Year 2 of Contract

Christmas Day	Friday December 25,
	2009
Boxing Day	Monday December 28,
	2009
Floating	Tuesday December 29,
	2009
Floating	Wednesday December
	30, 2009
Floating	Thursday December 31,
	2009

New Year's Day Friday January 1, 2010

Year 3 of Contract

Christmas Day	Monday, December27, 2010
Boxing Day	Tuesday December 28, 2010
Floating	Wednesday December 29, 2010
Floating	Thursday December 30, 2010
Floating	Friday December 31, 2010
New Year's Day	Monday January 3, 2010
Year 4 of Contract	
Christmas Day	Monday December 26

Christmas Day	Monday, December26,
	2011
Boxing Day	Tuesday December 27,
• •	2011
Floating	Wednesday December
•	28, 2011
Floating	Thursday December 29,
Ū	2011
Floating	Friday December 31,
Ū	2011
New Year's Day	Monday January 2, 2012

# ARTICLE 16 - JURY/WITNESS PAY

- 16.1 An employee who is selected for service as a juror or who is subpoenaed as a witness, and returns to work for those periods during his/her regular working hours when not on duty, will be paid for regular earnings lost due to the jury or witness duty. This will usually be done by the employee receiving his/her regular pay and endorsing his/her cheque from the courts over to the Company. Any hours spent in court will be deducted from his/her regularly scheduled shift. Allowances will be made for shift workers regarding their shift.
- 16.2 Jury or witness duty is considered to be hours worked for the purposes of determining eligibility for holiday pay.

## ARTICLE 17 - BEREAVEMENT PAY

- 17.1 An employee absent from work due to the death and attendance at the funeral of the relatives (including step) listed in Article17.2 will be paid bereavement pay for time not worked up to the maximum number of working days for each such bereavement.
- 17.2 Bereavement pay of 5 working days applies upon the death of a spouse (as defined in the glossary), child, parent, brother, sister or grandchild.

Bereavement pay of 3 working days entitlement applies upon the death of any of the following:

grandparent

.

• parent-in-law, son-in-law, daughter-inlaw, brother-in-law, sister-in-law, grandparent-in-law

Bereavement pay of 1 working day entitlement applies upon the death of a great grandparent.

# ARTICLE 18 - LEAVE OF ABSENCE

18.1 If business conditions allow, the Company may grant personal requests for unpaid Leave of Absence. Requests for leave of absence are to be made in writing to the Human Resources Department as far in advance as possible. All vacation entitlement other than scheduled vacation must be used prior to the granting of a leave of absence. Members will receive a response in writing. The Company will endeavour to balance employee needs with business needs when considering granting the leave of absence.

## ARTICLE 19 - FINANCIAL ASSISTANCE FOR EDUCATION

19.1 Tuition will be paid by the Company for pass marks in courses per the "Siemens Milltronics Continuing Education/Tuition Reimbursement Policy" which will be of benefit to the Company and the member in his/her career with the Company, providing prior written approval has been obtained from the Company. A copy of the policy can be obtained from the Human Resources department.

## ARTICLE 20 - PENSION PLAN

#### 20.1 Pension Plan

The Company Pension Plan for employees shall be in effect and will be governed in text as filed with the Pension Commission of Ontario.

Eligible employees as defined in the plan text hired after July 1, 2002 will be enrolled in the defined contribution pension plan effective his/her date of hire. The Company will contribute an amount equal to 2% of pensionable earnings to the defined contribution plan. Optional contributions to the savings plan are available as the chart summarizes:

If you have years of service	the contributions <b>You</b> make <b>up</b> to	will be matched at 75% to a maximum contribution from the Company of
Less than 3	3% of base wage	2.25% of base wage
3 years to 9	4% of base wage	3.00% of base wage
10 or more	5% of base wage	3.75% of base wage

For further information, please refer to the Pension Booklets available from the Human Resources department.

20.2 Pension Committee

The Company and the Union agree that in order to fully recognize and understand the issues, questions and concerns pertaining to all members of the Siemens Milltronics Pension Plan, the make-up of the Pension Committee will be as follows:

- Local Union representation will be equal to non-Union representation.
- In addition, there will be one representative from each of the following areas: Human Resources, Finance and the Local Union Executive.
- It is not the intent of the parties to restrict the number of Pension Committee members or sub-committee (working) members as deemed necessary by the Pension Committee.

It is understood that it is the responsibility of the Pension Committee to communicate

plan information and obtain feedback from Pension Plan members at least once yearly.

### **ARTICLE 21 - BENEFITS**

The Company pays 100% of the premium for each of the following benefits.

The benefit plans outlined below will be made available to eligible employees as defined in the benefits master agreement. Benefit outline booklets will be provided to new employees; existing employees may request a benefit booklet. Access to the master agreement by employees will be made available by Human Resources. The following outlines the principal features included in the benefits program, but they are not to be considered the contract of insurance.

21.1 Group Life Insurance

Each eligible employee is insured for one times in Year 1 and Year 2, one and one half times in Year 3, and two times in Year 4 his/her basic annual earnings plus two times his/her basic annual earnings for accidental death or dismemberment.

#### 21.2 Comprehensive Health Insurance

This benefit provides for certain medical expenses for eligible employees beyond those provided by OHIP, such as specific drugs and medication prescribed by a doctor, or an authorized health care professional, private nursing and semiprivate hospital rooms.

The Company will cap coverage for dispensing fees at \$8.00 per drug.

#### 21.3 Dental Insurance

This benefit covers periodic examinations, consultations, specific diagnostic procedures, x-rays, scaling and polishing, fluoride treatments, fillings, extractions, anaesthesia services, treatment of gum diseases, root canal treatment, specific surgical services, denture repair and relines for eligible employees. Coverage levels shall be according *to* the ODA rates that were in effect one year before the current year. i.e.; 2001 ODA rates will be paid in 2002. Effective January 1, 1993, the plan will provide major restorative-crowns, bridges, and dentures only, 50% co-insurance at an overall combined

maximum of \$3000 annually per eligible employee and per eligible dependant for routine and major restorative work.

Orthodontic coverage will apply to a lifetime maximum of \$2000 per eligible family, for children under the age of 18.

21.4 Long Term Disability

Long Term Disability benefits of 60% of the eligible employees' basic monthly salary received immediately prior to the date of the disability will be applied for, and if approved, to commence with the **106**<sup>th</sup> day of disability.

21.5 Travel Accident Insurance

This benefit provides Accidental Death and Dismemberment coverage for eligible employee travelling on the business of the Company to the limits specified in the policy held by the Company.

#### 21.6 Vision Care

Upon proof of purchase, The Health Plan will reimburse/contribute 100% of the cost up to a maximum of \$250.00 in Years 1, 2 and 3, and \$275.00 in Year 4, once every twenty four months, towards the purchase of prescription glasses or contact lenses, for eligible employees and up to \$150.00 in Years 1, 2, and 3 and \$175.00 in Year 4 for a spouse (as defined in the glossary) and each dependant.

Upon proof of receipt, The Health Plan will reimburse/contribute 100% of the cost up to a maximum of \$100.00 in Years 1, 2, 3 and \$125.00 in Year 4, once every twentyfour months, towards an eligible employee's eye examination and up to \$50.00 in Years 1, 2, and 3, and \$75.00 in Year 4 for a spouse (as defined in the glossary) and each dependant.

21.7 Early Retirement Benefits

Employees who retire early (after age 60 with 15 or more years of service or after 55 with 25 or more years of service) will be provided with basic medical and dental coverage in accordance with the current

benefit plan and flat rate term life insurance of \$50,000 until age 65.

21.8 Sick Benefits

The Company pays 100% of the **cost** for each of the following benefits for members:

i) Sick Pay

Production/Hourly and Product/Service Members

When an employee completes their probationary period, they will receive 20 hours sick leave per calendar year prorated from the day they become a member to the end of the calendar year at a rate of basic weekly earnings to be taken in half-hour segments. Thereafter, members will receive 20 hours sick leave per calendar year at a rate of basic weekly earnings to be taken in half-hour segments. At the request of the Company, members will be required to submit medical evidence satisfactory to the • company. Unused sick hours may be accumulated to a maximum of 160 hours. After this period the member then begins Short Term Disability to the limits stated in

Article 21.8 ii). Sick Pay and Short Term Disability may not be received at the same time.

Members working on the afternoon shift will have their sick hours pro-rated according to the following schedule:

	Pro-rated Sick Hours
1/2	.4
1	.8
1 1/2	1.2
2	1.6
2 1/2	2.0
3	2.4
3 1/2	2.8
4	3.2
4 1/2	3.6
5	4
5 1/2	4.4
6	4.8
6 1/2	5.2
7	5.6
7 1/2	6
8	6.4
8 1/2	6.8
9	7.2
9 1/2	7.6
10	8

## Office/Salaried Members

When an employee completes their probationary period, they will receive **18.75** hours sick leave per calendar year prorated from the day they become a member to the end of the calendar year at a rate of basic weekly earnings to be taken in half-hour segments. Thereafter, members will receive **18.75** hours sick leave per calendar year at a rate of basic weekly earnings to be taken in half-hour segments. At the request of the Company, members will be required to submit medical evidence satisfactory to the Company. Unused sick hours may be accumulated to a maximum of 150 hours. After this period the member then begins Short Term Disability to the limits stated in Article **21.8** ii). Sick Pay and Short Term Disability may not be received **at** the same time.

ii) Short Term Disability

On receipt of satisfactory medical evidence, members will be entitled to receive Short Term Disability benefits from the first working day of accident or

hospitalization including outpatient surgery in any medical facility, or the third working day of sickness for a maximum period of 105 days in the amount of 66 2/3% of basic weekly earnings.

iii) Medical Forms

The Company will reimburse members up to a maximum of \$100.00 per year for medical forms in Years 1, 2, and 3 and a maximum of \$125.00 in Year 4.

# ARTICLE 22 -PROBATIONARY EMPLOYEES

22.1 A probationary employee is defined as a Production/Hourly Employee who has worked less than 640 regular hours or an Office/Salaried Employee who has worked less than 600 regular hours, while in the continuous employment of the Company.

> As a condition of employment all probationary employees hired into a Union position will be required to pay the regular amount of Union dues, as appropriately certified to the Company from time to time by the Union from the first day of employment. It is understood that payment of dues by probationary employees does not affect the Company's rights under the Collective Agreement, including, but not limited to Articles 4.1 and **22.1** paragraph **4**.

Upon successful completion of the probationary period, a probationary employee will become a member of the Union and shall have their name added to

the seniority list. Seniority will then date back to the last date of hire.

Subject to applicable legislation, probationary employees shall not have access to the grievance/arbitration process.

# **ARTICLE 23 - SENIORITY**

- 23.1 Seniority as referred to in this Agreement shall mean total service accumulated in the Union subject to Article 23.2. The acquisition, accumulation and continuance of seniority is subject to the conditions set out below. This happens when a member:
- i) is actively at work for the Company.
- is absent due to illness or layoff for a period equal to previous seniority, to a maximum of 24 months for employees with less than 10 years seniority, and a maximum of 36 months for employees with 10 or more years of seniority.
- iii) is absent due to a WSIB compensable injury.
- is on an authorized Leave of Absence as defined in Article 18. Seniority shall accrue for the first four calendar months of the leave of absence.

Service credits as referred to in this Agreement shall mean the length of an

employee's total accumulated continuous service with the Company.

- 23.2 A probationary employee will not be placed on the seniority list until he/she has successfully completed his/her probationary period. Seniority will then date back *to* the last date of hire.
- 23.3 Super Seniority

Provided the Local Union President has a minimum five (5) years seniority and has completed two (2) years as a member of the Local Union Executive, he/she will hold super seniority in the case of a layoff. Should the Local Union President not meet these minimum requirements, the Local Union Executive member with the most seniority will hold super seniority. If however none of the remaining Local Union Executive meets the above criteria, then super seniority will default *to* the Local Union President. In all cases, the member holding the super seniority must meet the criteria in Article 24.6

23.4 An employee's name shall be removed from the seniority list and his/her

employment terminated for the following reasons:

- i) He/she voluntarily quits his/her employment.
- ii) He/she is discharged and is not reinstated through the grievance procedure.
- iii) If a member is laid off for a period equal to his/her seniority, with a minimum of 12 months and a maximum of 24 months for employees with less than 10 years seniority and a maximum of 36 months for employees with 10 or more years of seniority.
- iv) In the case of a member with seniority who is off due to illness or injury and who does not work for the Company for a period equal to his/her seniority, with minimum of 12 months and a maximum of 24 months for employees with less than 10 years seniority and a maximum of 36 months for employees with 10 or more years of seniority provided there is no reasonable expectation that they will return to work for the Company subject to the Company's duty to accommodate.

- v) He/she, upon being recalled from a layoff, fails to report for work within five working days from the date of notification by the Company by phone, or within five working days of the Company sending a registered letter to the last address on file, without a reason satisfactory to the Company.
- He/she utilizes any authorized leave of absence for purposes other than for which the leave was granted or fails to return to work after the expiration of an authorized leave of absence, without providing a reason that is satisfactory to the Company.
- vii) He/she retires early as per Article 21.7 or attains the mandatory retirement age as established by provincial legislation.
- viii) If an employee is unable to report for work, the employee will notify the company as far in advance as possible or at least one hour before their scheduled start time except where it is not possible to do so. Two work days without notifying the Company shall result in dismissal unless there is a reason satisfactory to the Company for lack of notification.

- ix) He/she accepts other employment while on a leave of absence.
- 23.5 If at the time of recall a member is sick or disabled with satisfactory medical evidence to the Company they would accumulate seniority up to a maximum of an additional 12 months from the date of recall and the next member will be recalled in seniority order, until such time as the sick member could return to work.

# ARTICLE 24 - LAYOFFS, BUMPING AND RECALLS

## 24.1 Layoff/Termination

In the case of layoff and/or termination due to lack of work, layoffs will be by job within occupational classification. Total seniority will be the determining factor governing such layoffs/terminations subject to the remaining employees being qualified to perform the normal requirement of the currently available work.

Leader positions will be eliminated at management's discretion, and bumping provisions will apply.

In the event of a layoff of a job within an Occupational Classification in which the leader is performing the majority of his/her work, the leader will revert to that job within the occupational classification and will be subject to the layoff provisions of the Collective Agreement.

## 24.2 Voluntary Layoffs

To accommodate those senior employees who may wish to take a layoff (layoff out **cf** the line of seniority) when a layoff situation becomes evident, the following will occur.

- Any member interested in taking a voluntary layoff will advise the Manager/Supervisor and the Local Union at that time. A voluntary layoff may be granted with the mutual agreement of the Company, the member and the Local Union.
- Any member wishing to take a voluntary layoff will be granted the opportunity as reductions occur subject to the remaining members being qualified to perform the normal requirements of the currently available work - the most senior members receiving first consideration.
- iii) Recalls will be conducted per Article 24.7, seniority being the governing factor and the most senior member being recalled first.

- iv) A Voluntary layoff will not exceed 12 weeks. At the end of the 12 week period, members on voluntary layoff will return to work, even if staff reductions are still necessary.
- 24.3 Minimum notice of temporary layoff will be two working days. In lieu of this notice, the member would receive two days' pay. This provision shall not apply where stoppage of work is due to strike, riot, fire, power breakdown, accidents or any other causes beyond the Company's control.
- 24.4 Notice of termination of employment will be in accordance with the Ontario Employment Standards Act. In lieu of the above notice, the employee would receive payment up to the extent of his/her entitlement of notice under the Act.
- 24.5 Laid off members, shall have the right of recall for a period equal to their seniority, with a minimum of 12 months and a maximum of 24 months for members with less than 10 years seniority and a maximum of 36 months for members with 10 or more years of seniority.

#### 24.6 Bumping Rights

A member about to be laid off shall have the right to exercise his/her seniority by replacing an employee with less seniority provided the job within the occupational classification is the same level or lower and he/she can perform the normal requirements of the currently available work. It is understood that in claiming a job under this provision the member must meet the quality and quantity requirements of the job within a 15 working day familiarization period.

Where a member has previously done a job in a higher occupational classification than he/she currently possesses and can still perform that job satisfactorily, that senior member may replace a junior employee who is performing that job. It is understood that in claiming a job under this provision the member must meet the quality and quantity requirements of the job within a 15 working day familiarization period.

Leaders cannot be bumped.

#### 24.7 Recall Rights

When work becomes available from which a member was displaced in accordance with the lay-off procedure, and such available work would require a job posting in accordance with Article **25** (excluding 25.6):

i) Members still at work will be offered a recall to that job, in order of seniority. If a member still at work refuses the recall, he/she will waive their rights to any future recall to that job. If that job is not filled as a result of this step, then:

ii) Members on external recall from that job who can perform the normal requirements of the job will be recalled to the job in order of seniority. If an external recall refuses the recall, he/she will waive their rights to any future recalls to that job. A member on external layoff will be given an indication of how long the work opportunity is likely to continue. In the event it is less than four (4) weeks, a refusal to return would not be cause to remove his/her name from the recall list. If that job is not filled as a result of this step, then:

- iv) The posting provisions in Article 25 (excluding 25.6) will be followed. If that job is not filled as a result of this step, then:
- v) Members on external recall from other occupational classifications who can perform the normal requirements of the currently available work will be recalled in order of seniority. A member on external layoff may refuse recall to a job within an occupational classification at a lower pay level than held at the time of original layoff. By refusing this recall the member's future recall will be restricted to the original pay level.
- 24.8 It shall be the duty of all employees to notify the Company promptly of any change in their address and telephone number. If an employee fails to do this, the Company will not be responsible for failure to contact the employee.
- 24.9 Hiring into Non-Union Positions

Upon the date of ratification of this Collective Agreement, if a member accepts a non-Union position he/she no longer accrues seniority during the period he/she is not a member of the Union. He/she shall

maintain his/her bumping rights for a period equal to his/her seniority up to a maximum of eighteen (18) months from the date he/she starts the non-Union position. If he/she returns to the Union, within the period equal to his/her seniority up to a maximum of eighteen (18) month period, his/her seniority is returned to him/her, except for the period of time he/she was not a member of the Union.

An employee who has been out of the Union for a period greater than **his/her** seniority to a maximum **of** eighteen **(18)** months in a non-Union job will have no bumping rights.

The only method of returning to the Union is through a Job Vacancy Posting.

His/her previous Union seniority will not be returned to him/her.

# ARTICLE 25 - FILLING VACANCIES AND JOB POSTINGS

## 25.1 Filling Vacancies

A "vacancy" is defined as, a job within an Occupational Classification for which there is a need to hire or transfer an employee, with the exception of Leader positions. Leader positions will be appointed at management's discretion.

When applying for a posting, an employee **is** required to inform his/her manager/supervisor in writing or by e-mail with a copy to Human Resources.

A transition schedule for successful candidates of all vacancies will be determined between the employee, the employee's current Manager/Supervisor and the hiring Manager/Supervisor.

An employee who has been successfully confirmed on **a** permanent or temporary job posting, may only be successfully confirmed for one more permanent or

temporary job posting within a 12 month period. The period will start on the start date *of* the first confirmed job.

Types of Vacancies

## 25.2 Permanent Positions

Permanent Positions Greater Than 20 Days In Duration

> A Permanent Position is defined as a job within an occupational classification for which there is a need to hire an employee, for a period *of* greater than 20 days duration.

Permanent Position vacancies shall be posted for 3 days. The Local Union shall receive a copy of all Permanent Position vacancy postings.

25.3 Temporary Positions

The Company and the Union recognize that in order to meet the requirements of the business, temporary

employees/workers may be employed in one of the following ways:

a) Temporary Positions Greater Than 20 Days And Less Than 12 Months In Duration

A Temporary Position is defined as a job within an occupational classification for which there is a need to hire an employee, for a period of greater than 20 days and less than 12 months in duration. Temporary Positions do not include Special Project Transfers as referred to in Article 25.4.

Temporary Position vacancies shall be posted for 3 days. The Local Union shall receive a copy of all Temporary Position vacancy postings.

Employees who have accepted a temporary position should fulfil the term of the temporary posting.

A Temporary Position caused by the temporary absence of a member due to illness, accident, or leave of absence would end when the absent member

returns or leaves the employ of the Company.

A Temporary Employee hired externally for a Temporary Position:

- i) shall not be eligible for Union membership;
- ii) shall receive Union rates of pay for that Occupational Classification;
- shall after 640 regular hours worked as a Production/Hourly Employee or after 600 regular hours worked as an Office/Salaried Employee, while in the continuous employment of the Company receive the following benefits:
  - Bereavement pay (Article 17)
  - 16 hours of Sick Pay for Production employees and 15 hours for Office/Salaried employees per calendar year prorated to the end of the calendar year.
  - Safety Shoe Subsidy (Article 9.3)

iv) shall not have recourse to grievance or arbitration in case of dispute of discharge or layoff.

> If the Temporary Position, which the temporary employee has been filling, becomes permanent, and if the temporary employee is hired for the permanent job, seniority will date back to the date of hire.

If after continuous employment with the Company, a Temporary Employee is hired for any permanent position, seniority will date back to the date of hire.

A successful candidate transferred to a temporary position shall be returned to his/her former job within his/her occupational classification when the specified duration of the position has expired. Should a temporary position become permanent, the permanent vacancy shall be re-posted.

b) Temporary Positions Through Employment Agencies

Temporary Agency workers will only be utilized when all other options for filling vacancies have been exhausted.

Should there be a demonstrated requirement to hire a Temporary Agency worker for any other classification the Company will seek the prior approval of the Union.

Employment Agency workers may be employed from time to time in the following occupational classifications:

- Assembler
- Material Handler
- Test III
- Administrative Associate III

In the event the Company engages workers from an employment agency to perform Union work, the Company agrees to pay an amount in respect of Union dues on a monthly basis in accordance with a mutually agreed formula, it being understood, however, that such temporary workers are not employees under this Agreement and do not have access to the rights and privileges of this Agreement.

Such temporary workers hired from an employment agency will not perform Union

work in the same occupational classification for a period in excess of sixty (60) working days, unless there is a written agreement between the Company and the Local Union extending the duration.

It is also agreed that when an employment agency worker has worked fifty (50) working days within a six **(6)** month period in the same occupational classification, the Company and the Local Union will determine either if a permanent and/or temporary posting for that occupational classification is required, or if an extension is required.

The Company will provide the Local Union, in writing, with the start date and occupational classification of all **employment agency workers as close as** possible to the employment agency workers' start date. In addition, the Company will provide the Local Union, in writing, a summary of the start dates, end dates and occupational classifications of all employment agency workers on a monthly basis.

Temporary Positions Through an Employment Agency do not fall under the

posting provisions of this Collective Agreement.

In the event the Company requires an employment agency worker during May, June or July, students will be given first consideration for work before employment agency workers. Refer to Article 25.14.

#### c) Temporary Positions Less Than 20 Days

Temporary employees may be employed for less than 20 days from time to time. Such temporary employees do not have access to the rights and privileges of this Agreement.

The Company will provide the Local Union, in writing, with the start date and occupational classification of all temporary employees as close as possible to the temporary employees' start date. In addition, the Company will provide the Local Union. in writing, a summary of the start dates, end dates and occupational classifications of all temporary positions less than 20 days on a monthly basis.

Temporary Positions Less Than 20 Days do not fall under the posting provisions of this Collective Agreement.

#### d) Temporary Part-Time Positions for Accommodation

When the need arises for the Company to accommodate members who are unable to work full-time hours due to illness or injury, temporary part-time employees may be employed to work less than 24 hours per week.

The Company and the Local Union agree to discuss the circumstances giving rise to the temporary vacancy and the special conditions relating to the temporary parttime employment position.

The Company will provide the Local Union, in writing, with the start date, number of hours worked per week and the name of the member who the temporary part-time employee is replacing and the expected duration of the accommodation.

Temporary part-time employees hired for accommodation purposes under this Article shall not accumulate seniority and

do not have access to the rights and the privileges of this Agreement.

Should the accommodated member vacate the position, the full-time position will be posted in accordance with the job provisions of this Agreement.

It is mutually agreed that where the application of this Article results in the use of two (2) or more part-time employees, the Company and the Local Union will investigate scheduling to create a full-time position, which will be posted in accordance with Article 25.

#### 25.4 Temporary Transfers

Postings are not required for Temporary or Special Project Transfers. (See Special Project Transfer Policy)

a) Temporary Transfers Less Than 20 Davs In Duration

A Temporary Transfer **is** defined as a **job** within an occupational classification for which there is a need to transfer an employee from another occupational classification for **a** period of less than 20

days duration. By mutual agreement between the Company and the Local Union this 20 day period may be extended for an additional 20 days.

The Company will provide to the Local Union the name of any employee who is transferred to a different classification for more than 20 hours in a week. (Excluding coverage when a member is unavailable to perform the necessary duties i.e. absence, vacation etc.)

b) Temporary Special Project Transfers

A Temporary Special Project Transfer is defined as the transfer of a Production/Hourly employee to R&D for a specific project. Prior to the transfer, the Company, the Local Union and the employee will mutually agreed on the duration of the transfer. An extension of this transfer may occur upon mutual agreement of the Company, the Local Union and the employee.

25.5 Members on recall will be contacted by phone or by registered letter/courier to the last address on file, for all postings, whenever the member possesses the required qualifications. The Local Union

will be notified in writing of all such phone calls made, and will receive a copy of all such letters sent.

- 25.6 No employee shall be hired while members with the qualifications to perform the normal requirement of the currently available work are still eligible for recall.
- 25.7 All employees who have applied for a posted job will be informed of the disposition within thirty working days.
- 25.8 A Selection Committee, consisting of at least two persons in the employ of the Company (one of which will be a representative from Human Resources) will be present during an interview, and will give consideration to present employees when filling posted vacancies, such consideration not to be exercised in an arbitrary or discriminatory manner. It is the responsibility of The Selection Committee to fill such vacancies with qualified individuals.
- 25.9 When more than one employee is considered qualified to perform the duties, as outlined, for the job, seniority will be the governing factor.

Probationary employees may apply for internal job postings and will only be considered as an external applicant.

- 25.10 Unsuccessful candidates for posted jobs will be **so** notified, verbally or in writing when requested, prior to posting the name of the successful candidate. Only the name of the successful candidate will be posted for three days. The Local Union will receive, in writing, the name of the successful candidate prior to the posting.
- 25.11 An employee selected on this basis will be given an opportunity of fulfilling the duties of the new job during a trial period, which may not exceed 40 working days. If an employee fails to meet the requirements for the job, he/she will be returned *to* a job at no less than his/her former pay level. At any time during the trial period, the employee and the Manager/Supervisor may mutually agree that the candidate is not suited long term for the job and the employee may agree to give up the position. When the latter occurs the employee will remain in the job until it can be refilled.

- **25.12** Any vacancies created by the selection of an employee on this basis, shall be covered by the posting provisions of this Article.
- 25.13 Where no employee meets the qualifying factors under this Article, the Company will be free to fill the job at its own discretion.
- 25.14 Students Union Positions

Students employed during the school vacation or co-operative work term shall not accumulate seniority. Termination of employment shall not become subject to the grievance or arbitration procedures of this Agreement. This program is established to support continued education and students will not be hired into full-time employment from summer work positions. Students will not be hired or continued in employment when regular employees are on layoff who are eligible for recall and are qualified to perform the work in the position the student will occupy. Procedures for hiring will be as per the Student Hiring Policy - Union Positions.

**Promotions** 

tions When the nature of the work being performed by an employee has changed, and the employee has shown the required skill and ability to do the changed work, and where no additional employees are required, the Company will advise the Local Union of its intention to promote that employee to the next level within his/her occupational classification. If the Local Union does not agree to the promotion, the posting provisions of this Agreement shall apply. Promotions will be posted.

# ARTICLE 26 -OCCUPATIONAL CLASSIFICATIONS

- 26.1 The occupation classifications, wagelsalary and progression schedules, are set out at the end of this Article. When it is necessary to revise or add to this schedule the following procedure will apply.
- i) The Company will establish the title and rate for the revised or new classifications and will advise the Union of the facts and the reasons for the value of the classification, ten working days before it is implemented.
- ii) Should the Union wish to object, the Company and the Union will attempt to reach an agreement.
- Should it still be necessary. the Company and the Union may take such disagreement to an Arbitrator in accordance with provisions of Article 28 of this Agreement.

- iv) In reaching its decision on the value of the revised or new classification the Arbitrator will be limited to evaluating the classification in relationship to the value of existing classifications in this Agreement.
- 26.2 A new employee will be hired at not less than the minimum rate for the occupational classification for which he/she is hired and will be advanced in accordance with the progression and rates set out in the schedule provided he/she is performing satisfactorily. Progression will be delayed by any layoff equal to the duration of the layoff. Employees may be advanced more quickly than the time progression schedule requires. In cases where the employee is not paid the scheduled rate, this may be a subject for the grievance and arbitration procedures.
- 26.3 A member who is hired into a different classification or a different level will be treated the same as a new employee except his/her rate will not be below his/her current rate provided it does not exceed the maximum rate of the new classification or grade. Such pay level shall be deemed to have been achieved by time in the new classification.

- 26.4 The Wage/Salary levels assigned to the positions have been determined by the recognition of the "needs of the business" and the "value of current work". It is recognized that classification/position evaluations are not static and will be reviewed periodically with respect to changing conditions.
- 26.5 A Performance Evaluation will be completed annually and reviewed with each member. It will serve as a basis of mutual understanding between management and the member and will indicate to the member what he/she is expected to accomplish and how he/she is being measured.

During this evaluation the following points will be discussed, as a minimum:

- i) Review the member's performance of the past year.
- ii) Review what is required of him/her in the coming year.
- iii) Review the requirements to achieve a merit increase in the coming year, if any.

- iv) Review requirement/desires and set goals for completion.
- 26.6 A mid-year performance evaluation followup will be held with a member upon request.
- 26.7 Occupational Classification and Wage Schedule for Production/Hourly Employees

Occupational Classification	Level
General Labourer	1
Assembler	4
Assembler/Switchboard Relief/Clerical	4
support	
Custodian	4
Electro-Mechanical Maintenance Asst	4
Material Handler	4
Internal Service Provider	4
Surface Mount Operator	5
Wave Solder Operator	5
In Circuit Test	5
Electro-Mechanical Assembler III	6
Quality Assurance Inspector II	6
Test III	6
Technical Operator	6
Electro-Mechanical Assembler II	8

Occupational Classification	Level
Quality Assurance Inspector	9
TestII	9
Electro-Mechanical Assembler I	11
Test	12
Electro-Mechanical Maintenance	12
Electro-Mechanical Assembler/Maintenance	12
Welder/Fitter	12
Machinist	12

Leader: \$1.30 above the job rate of the highest occupational classification in the group that they are assigned to lead.

Production/Hourly employees will receive mileage and expense reimbursement when required to perform duties outside the plant at supplier locations.

Level	Min Rate	6 Mon.	12 Mon.	18 Mon.	24 Mon.
1	16.63	17.14	17.69	18.27	18.81
2	17.14	17.69	18.27	18.81	19.39
3	17.69	18.27	18.81	19.39	19.98
4	18.27	18.81	19.39	19.98	20.66
5	18.81	19.39	19.98	20.66	21.30
6	19.39	19.98	20.66	21.30	21.94
7	19.98	20.66	21.30	21.94	22.64
8	20.66	21.30	21.94	22.64	23.36
9	21.30	21.94	22.64	23.36	24.09
10	21.94	22.64	23.36	24.09	24.84
11	22.64	23.36	24.09	24.84	25.61
12	23.36	24.09	24.84	25.61	26.47

FOR THE YEAR 2008 (2.50% Increase)

FOR THE TEAR 2009 (2.50% increase)					
Level	Min	6	12	18	24
	Rate	Mon.	Mon.	Mon.	Mon.
1	17.05	17.57	18.13	18.73	19.28
2	17.57	18.13	18.73	19.28	19.87
3	18.13	18.73	19.28	19.87	20.48
4	18.73	19.28	19.87	20.48	21.18
5	19.28	19.87	20.48	21.18	21.83
6	19.87	20.48	21.18	21.83	22.49
7	20.48	21.18	21.83	22.49	23.21
8	21.18	21.83	22.49	23.21	23.94
9	21.83	22.49	23.21	23.94	24.69
10	22.49	23.21	23.94	24.69	25.46
11	23.21	23.94	24.69	25.46	26.25
12	23.94	24.69	25.46	26.25	27.13

FOR THE YEAR 2009 (2.50% increase)

	FOR THE YEAR 2010 (2.50% Increase)					
Level	Min	6	12	18	24	
	Rate	Mon.	Mon.	Mon.	Mon.	
1	17.48	18.01	18.58	19.20	19.76	
2	18.01	18.58	19.20	19.76	20.37	
3	18.58	19.20	19.76	20.37	20.99	
4	19.20	19.76	20.37	20.99	21.71	
5	19.76	20.37	20.99	21.71	22.38	
6	20.37	20.99	21.71	22.38	23.05	
7	20.99	21.71	22.38	23.05	23.79	
8	21.71	22.38	23.05	23.79	24.54	
9	22.38	23.05	23.79	24.54	25.31	
10	23.05	23.79	24.54	25.31	26.10	
11	23.79	24.54	25.31	26.10	26.91	
12	24.54	25.31	26.10	26.91	27.81	

FOR THE YEAR 2010 (2.50% increase)

Level	Min	6	12	18	24
	Rate	Mon.	Mon.	Mon.	Mon.
1	17.92	18.46	19.04	19.68	20.25
2	18.46	19.04	19.68	20.25	20.88
3	19.04	19.68	20.25	20.88	21.51
4	19.68	20.25	20.88	21.51	22.25
5	20.25	20.88	21.51	22.25	22.94
6	20.88	21.51	22.25	22.94	23.63
7	21.51	22.25	22.94	23.63	24.38
8	22.25	22.94	23.63	24.38	25.15
9	22.94	23.63	24.38	25.15	25.94
10	23.63	24.38	25.15	25.94	26.75
11	24.38	25.15	25.94	26.75	27.58
12	25.15	25.94	26.75	27.58	28.51

FOR THE YEAR 2011 (2.50% increase)

26.8 Classification and Salary Schedule for Office/Salaried Employees

> Employees who are performing satisfactorily will automatically progress on the wage grid until they reach the 48 month rate.

Progression will occur as follows:

- For employees in the job as of January 16, 2005 and performing satisfactorily, the progression will occur annually on January 1st of each year until they reach the 48 month rate.
- For employees hired in the job after January 16, 2005 and performing satisfactorily, progression will occur on the employee's anniversary date in the job.
- Once an employee reaches the 48
   month rate, they can only move
   towards the maximum rate by
   achieving a merit increase granted
   through the Performance
   Management Process.

Occupational Classification	Level
Administrative Associate IV	2
Administrative Associate III	4
Administrative Associate II	6
Administrative Associate 1	8
Cycle Counter	6
DraftspersonIV	5
DraftspersonIII	8
Draftsperson11	10
Draftsperson/Designer	13
EngineeringAssociate IV	5
Engineering Associate III	8
Engineering Associate II	10
Engineering Associate I	13
Sales Correspondent III	8
Sales Correspondent II	10
Sales Correspondent I	13
Buyer/Planner IV	5
Buyer/Planner III	8
Buyer/Planner II	10
Buyer/Planner I	12
Buyer II	10
Buyer	13
Laboratory Associate IV	5
Laboratory Associate III	8
Laboratory Associate II	10

Occupational Classification	Level
Laboratory Associate I	13
Field Serviceperson IV	5
Field Serviceperson III	10
Field Serviceperson II	13
Field Serviceperson 1	15

	FOR THE YEAR 2008 (2.50% Increase)					
Level	Min	12 Mos	24 Mos	36 Mos	48 Mos	Мах
1	\$607.31	\$625.51	\$643.69	\$661.88	\$680.08	\$717.03
2	\$637.73	\$656.74	\$675.75	\$694.77	\$713.77	\$752.87
3	\$668.97	\$689.12	\$709.29	\$729.45	\$749.62	\$790.90
4	\$702.90	\$723.83	\$744.74	\$765.65	\$786.56	\$830.02
5	\$738.74	\$760.76	\$782.75	\$804.76	\$826.78	\$872.38
6	\$775.69	\$798.77	\$821.86	\$844.94	\$868.03	\$915.85
7	\$813.73	\$838.16	\$862.61	\$887.06	\$911.49	\$961.48
8	\$853.94	\$879.45	\$904.97	\$930.50	\$956.03	\$1,008.20
9	\$896.30	\$923.18	\$950.06	\$976.96	\$1,003.84	\$1,059.27
10	\$945.19	\$972.62	\$1,000.05	\$1,027.48	\$1,054.90	\$1,112.49
11	\$988.62	\$1,018.24	\$1,047.84	\$1,077.45	\$1,107.06	\$1,167.90
12	\$1,038.61	\$1,069.57	\$1,100.52	\$1,131.48	\$1,162.44	\$1,226.56
13	\$1,090.78	\$1,123.37	\$1,155.94	\$1,188.54	\$1,221.12	\$1,288.48
14	\$1,144.00	\$1,178.23	\$1,212.43	\$1,246.66	\$1,280.86	\$1,351.49
15	\$1,201.57	\$1,237.69	\$1,273.82	\$1,309.94	\$1,346.05	\$1,419.93

Level	Min	12 Mos	24 Mos	36 Mos	48 Mos	Max
1	\$622.50	\$641.14	\$659.78	\$678.43	\$697.08	\$734.95
2	\$653.68	\$673.16	\$692.65	\$712.13	\$731.61	\$771.69
3	\$685.69	\$706.35	\$727.02	\$747.69	\$768.36	\$810.67
4	\$720.48	\$741.93	\$763.36	\$784.80	\$806.23	\$850.78
5	\$757.21	\$779.77	\$802.32	\$824.88	\$847.44	\$894.19
6	\$795.08	\$818.74	\$842.40	\$866.06	\$889.73	\$938.74
7	\$834.07	\$859.12	\$884.17	\$909.23	\$934.28	\$985.52
8	\$875.29	\$901.44	\$927.60	\$953.76	\$979.93	\$1,033.41
9	\$918.71	\$946.26	\$973.81	\$1,001.38	\$1,028.94	\$1,085.75
10	\$968.82	\$996.94	\$1,025.05	\$1,053.17	\$1,081.27	\$1,140.31
11	\$1,013.34	\$1,043.69	\$1,074.03	\$1,104.39	\$1,134.74	\$1,197.09
12	\$1,064.58	\$1,096.31	\$1,128.04	\$1,159.76	\$1,191.50	\$1,257.22
13	\$1,118.05	\$1,151.45	\$1,184.84	\$1,218.25	\$1,251.65	\$1,320.69
14	\$1,172.60	\$1,207.68	\$1,242.74	\$1,277.82	\$1,312.88	\$1,385.28
15	\$1,231.61	\$1,268.63	\$1,305.66	\$1,342.69	\$1,379.70	\$1,455.43

FOR THE YEAR 2009 (2.50% Increase)

	FOR THE YEAR 2010 (2.50% Increase)					
Level	Min	12 Mos	24 Mos	36 Mos	48 Mos	Max
1	\$638.06	\$657.17	\$676.28	\$695.39	\$714.51	\$753.33
2	\$670.02	\$689.99	\$709.96	\$729.94	\$749.90	\$790.99
3	\$702.83	\$724,00	\$745.20	\$766,38	\$787,57	\$830.94
4	\$738.49	\$760.48	\$782.45	\$804.42	\$826.38	\$872.04
5	\$776.14	\$799.27	\$822.38	\$845.50	\$868.63	\$916.54
6	\$814.96	\$839.21	\$863.46	\$887.71	\$911.98	\$962.21
7	\$854.92	\$880.60	\$906.28	\$931.96	\$957.64	\$1,010.16
8	\$897.17	\$923.97	\$950.79	\$977.60	\$1,004.43	\$1,059.24
9	\$941.68	\$969.91	\$998.16	\$1,026.42	\$1,054.66	\$1,112.89
10	\$993.04	\$1,021.86	\$1,050.68	\$1,079.50	\$1,108.30	\$1,168.81
11	\$1,038.67	\$1,069.78	\$1,100.88	\$1,132.00	\$1,163.11	\$1,227.02
12	\$1,091.19	\$1,123.71	\$1,156.24	\$1,188.76	\$1,221.29	\$1,288.65
13	\$1,146.01	\$1,180.24	\$1,214.46	\$1,248.71	\$1,282.94	\$1,353.71
14	\$1,201.92	\$1,237.88	\$1,273.81	\$1,309.77	\$1,345.70	\$1,419.91
15	\$1,262.40	\$1,300.35	\$1,338.31	\$1,376.26	\$1,414.19	\$1,491.82

Level	Min	12 Mos	24 Mos	36 Mos	48 Mos	Max
1	\$654.01	\$673.60	\$693.18	\$712.78	<b>\$73</b> 2.37	\$772.16
2	\$686.77	\$707.23	\$727.71	\$748.19	<b>\$76</b> 8.65	\$810.76
	\$720.40	\$742.10	\$763.83	\$785.54	\$807.26	\$851.71
4	\$756.95	\$779.49	\$802.01	\$824.53	\$847.04	\$893.85
5	\$795.54	\$819.25	\$842.94	\$866.64	\$890.35	\$939.46
6	\$835.33	\$860.19	\$885.05	\$909.91	\$934.77	\$986.27
7	\$876.29	\$902.61	\$928.94	\$955.26	\$981.58	\$1,035.41
8	\$919.60	\$947.07	\$974.56	\$1,002.04	\$1,029.54	\$1,085.72
9	\$965.22	\$994.16	\$1,023.11	\$1,052.08	\$1,081.03	\$1,140.71
	\$1,017.87	\$1,047.41	\$1,076.95	\$1,106.48	\$1,136.01	\$1,198.03
11	\$1,064.64	\$1,096.53	\$1,128.41	\$1,160.29	\$1,192.18	\$1,257.7 <sup>0</sup>
12	\$1,118.47	\$1,151.81	\$1,185.14	\$1,218.48	\$1,251.82	\$1,320.87
13	\$1,174.66	\$1,209.75	\$1,244.82	\$1,279.93	\$1,315.02	\$1,387.55
14	\$1,231.97	\$1,268.82	\$1,305.66	\$1,342.51	\$1,379.35	\$1,455.41
15	\$1,293.96	\$1,332.85	\$1,371.76	\$1,410.66	\$1,449.55	\$1,529.11

FOR THE YEAR 2011 (2.50% Increase)

# ARTICLE 27 - GRIEVANCE PROCEDURE

27.1 The purpose of this Article is to establish an orderly procedure for the settlement of grievances.

> The Company and the Union agree to use problem solving techniques in an effort to reach a satisfactory settlement as quickly as possible.

All references to the number of days or time limits in the different steps of the grievance procedure shall refer to working days and will exclude Saturdays, Sundays, Holidays and any other days the Company is required to close the plant. All time limits may be extended by mutual agreement.

27.2 A grievance is defined as a complaint by either the Union or the Company concerning the interpretation, application, administration or alleged violation of this Agreement. The grievance may be in the form of an Individual, Group or Policy Grievance.

The procedure for filing individual and group grievances is as follows:

(The following steps are written as an example with an employee as the grievor. The roles would be reversed if the Company were the grieving party).

STEP 1

If an employee wishes to have a grievance or complaint taken up it will first be done orally with the Manager/Supervisor within the area giving rise to the dispute. The employee will do this personally, however, a Union Representative may be present and is at the discretion of the member. The complaint will be taken up within 5 days after the incident giving rise to the grievance became known. The Manager/Supervisor will respond to the grievance orally within 4 days after its presentation. The representative alone may represent the employee, at the employee's request.

### STEP 2

Any grievance requiring further processing will be referred to the Manager/Supervisor within the area giving rise to the dispute by the Union Representative within an additional 3 days. The grievance shall be written and will state the nature of the grievance the section or sections of the Agreement or policy allegedly violated and the redress sought.

Within 3 days the Manager/Supervisor will conduct a meeting with the Union Representative(s). The Company and the Union may each be represented at this meeting by two individuals, one of which will be a representative from Human Resources.

If the grievance is not settled at this meeting the Manager/Supervisor shall present their decision in writing to the Union Representative within 3 days.

#### STEP 3

If the grievance requires further processing the Union will inform the

Manager/Supervisor within the area giving rise to the dispute within 5 days and a grievance meeting shall be arranged between the Grievance Committee and Management Representatives designated by the Executive of the Company. The grievance meeting will be held within a further 5 days. After this meeting an answer will be given within 5 days.

The procedure for filing policy grievances is as follows:

A Policy Grievance of general application which alleges that there has been a misinterpretation, violation or nonapplication of the Agreement, by either party to this Agreement shall be submitted in writing to the other party within 10 days after the incident giving rise to the grievance became known or should have become known to the grieving party. Within 5 days of receipt of such notice a meeting will be held between the Company Representatives and the Union. The Party against whom the complaint has been made will give an answer in writing within 5 days of this meeting. If the matter is not settled to the mutual satisfaction the parties then it may be processed to the Arbitration stage.

- 27.3 The aggrieved employee will attend any meeting held between the Company and the Union if their attendance is requested and will be paid their regular wages and benefits by the Company.
- 27.4 If the time allowances provided for above and any mutually agreed upon extensions are not observed by the Union the grievance will be deemed abandoned. If the Company does not observe the same time allowances the grievance will advance to the next stage.
- 27.5 A Union Representative will assist in the presentation of a grievance.
- 27.6 In cases where it is mutually agreed that an inspection of the job or area would be helpful in settling a grievance, a subcommittee of the Union shall, with representatives of Management, make an inspection of the job or area.
- 27.7 Special Grievance

If an employee, who has completed their probationary period, is to be discharged by the Company, the Local Union President

or if he/she is not available, another member of the Local Union Executive, will be informed in writing within 4 hours of the discharge.

- 27.8 If an employee, who has completed their probationary period, wishes to grieve that he/she has been unjustly discharged the matter will be taken up as a special grievance. Any such grievance will first be referred to the Local Union Executive who will approach Human Resources in writing within 3 days after the discharge. The matter will be disposed of within 14 days of the time the Human Resources Department receives notice of the grievance. Disposition for members shall be either by resolution of the grievance or its referral to arbitration.
- 27.9 Such special grievances may be settled by confirming the Company's decision in dismissing the grievor, or by re-instating the grievor with full compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the Arbitrator.

# **ARTICLE 28 - ARBITRATION**

- 28.1 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 28.2 If after the final step of the grievance procedure no amicable settlement is reached, the party receiving the reply may notify the other party within 15 days of its desire to submit the difference or allegation to arbitration. Within 5 days, the parties will together decide on a sole arbitrator from the following list:

Bill Kaplan Louisa Davie George Surdykowski Jules Bloch Gordon Simmons

If an agreement cannot be reached on an Arbitrator, the appointment shall be made by the Minister of Labour for Ontario upon the mutual request of both parties.

28.3 No person may be appointed as an Arbitrator who had been party *to*, an attempt to negotiate or settle the grievance during the grievance procedure. No

Company or Union employee shall be eligible to serve as an Arbitrator.

- 28.4 Where the Arbitrator deems it necessary to incur other expenses in connection with the case, the Arbitrator will consult with the parties before making its decision re: incurring such expenses. Expenses which may be incurred in connection with the services of the Arbitrator or arising out of this Section will be borne equally by both parties to this Agreement.
- 28.5 The decision of the Arbitrator will be final and binding upon the parties and recognizing the importance of promptly disposing of all such cases, the Arbitrator will be requested to meet at the earliest opportunity and should render its decision within 7 days from the time the matter was referred to them.

### THIS AGREEMENT SIGNED AT PETERBOROUGH. THIS 18TH WAY OF SEPTEMBER 2008.

FOR THE UNION: nife ine Kent De ent ハ Jaft Goheen to While vsou histore ul Aufaller FOR HE COMPANY: Ares-Fra Piché Kinda Conland ang Johnson

# LETTERS OF UNDERSTANDING

#### NO.1 - EXCESS HOURS OF WORK

#### BETWEEN:

SIEMENSMILLTRONICS PROCESS INSTRUMENTS INC. ("The Company")

-and-

THE EMPLOYEES'ASSOCIATION **OF** MILLTRONICS – CANADIAN NATIONAL FEDERATION OF INDEPENDENT UNIONS, LOCAL 3005 ("The Union")

WHEREAS the parties have entered into a collective agreement for the period January 1, 2008 to December 31,2011; and

WHEREAS the parties wish that employees may continue to work extra hours as contemplated in the collective agreement and which are allowed by the ESA, 2000; and

WHEREAS the ESA, 2000 has been amended to require, as of March 1, 2005, the approval of the Director of Employment

Standards to permit employees to work more than 48 hours in a work week;

NOWTHEREFORE the parties agree to the following provisions in order to address these matters and, subject to the relevant provisions of the ESA, 2000, this Agreement shall be considered to be a part of, and subject to, the collective agreement:

- This agreement shall continue to operate at all times that the collective agreement is in operation, including any statutory freeze period as contemplated under section 86(1) of the Ontario Labour Relations Act, 1995, as it may be amended from time to time.
- For the purposes of s. 17(1)(a) of the ESA, 2000, the regular work day can range between 7.5 hours to 8 hours as per Article 10 of the collective agreement. In addition, employees may have a regular work day on a continental shift where the shifts are either 12 hours or 4 hours in accordance with the Letter of Understanding regarding Continental Shifts.

- In accordance with s. 17(2) of the ESA, 2000, the Union consents to the employees working extra hours beyond those stated in 2. above to a maximum of 13 hours, subject to the overtime pay provisions in the collective agreement.
- Also in accordance with s. 17(2) of the ESA, 2000, the Union consents to the employees working extra hours beyond 48 hours in a work week, to a maximum of 60 hours, subject to the overtime pay provisions in the collective agreement.
- Nothing in this agreement shall be construed to interfere with the Siemens' right to rely on s. 18(2) or s.19 of ESA, 2000 in appropriate circumstances.
- 6. Nothing in this agreement shall add to or take away any right pursuant to the Collective Agreement.
- Notwithstanding paragraph 6, the Company agrees that employees will not be required to work more than 8 hours per week over and above their normally scheduled hours for the week. However, if a

non-Continental Shift employee intends to restrict his or her hours to **48** hours per week, the first piece of overtime that is offered to the employee and accepted, must be worked by the employee. For example, an employee cannot agree to work Saturday overtime and then subsequently refuse to work on Saturday because he or she picked up additional overtime in the week that put him or her in a position to exceed **48** hours for the week.

# LETTERS OF UNDERSTANDING

NO.2 -CONTINENTAL SHIFT, SURFACE MOUNT AREA

> WHEREAS the Company wishes to implement **a** new continuous operation ("continental") shift at the Peterborough, Ontario Plant ("the Plant");

AND WHEREAS the Union wishes to cooperate and assist the Company in maintaining adequate staffing and production at the Plant;

THE PARTIES AGREE AS FOLLOWS:

- 1. This Agreement shall be deemed to be **a** part **of** the Collective Agreement.
- 2. This Agreement only applies to employees working in the Surface Mount Work Centre. Except as otherwise stated herein, all other provisions of the Collective Agreement remain in effect and applicable to employees working in the Surface Mount Work Centre.

Normal Work Week and Hours of Work

- The parties agree that effective Sunday March 4, 2007, the Company shall implement a continuous operation ("continental") shift for the Surface Mount Work Centre.
- Normal Work Week For the purposes of Article 10 of the Collective Agreement, the normal work week for the continental shift will start on Sunday morning at 7:00am and end on the following Sunday at 7:00am. The continental shift will permit the Company to operate the Surface Mount Work Centre on a twentyfour (24) hour/ seven (7) day per week schedule.

Hours of Work - The normal length of each shift on the Continuous Operation schedule will be twelve (12) hours except for the four **(4)** hour shift on Thursdays identified in Appendix "A".

Day Shift: 7:00am - 7:00pm

Night Shift: 7:00pm - 7:00am

This will average forty **(40)** hours per week on a four **(4)** week cycle. Please refer to the attached Appendix 'A" for the working schedule.

Summer hours as provided in Article 10 of the Collective Agreement do not apply to employees working the continental shift.

**Rest Periods** 

5. Article 12.1 of the Collective Agreement is modified to provide as follows:

> All employees on twelve (12) hour shifts will receive one (1) thirty (30) minute paid lunch period and three (3) ten (10) minute rest periods per shift to be scheduled subject to the requirements of operations.

All employees on the four (4) hour Thursday day and night shift will receive one (1) ten (10) minute rest period after the first half of the shift.

Shift Premium

6. Employees working a seven (7) day continental shift shall receive a

night shift premium of \$1.05 per hour for all work performed during the **(12)** hour night shift.

 It is understood and agreed there shall be no pyramiding of premiums or bonus payments. Shift premiums shall not be used as a basis for the calculation of overtime.

#### Overtime

- Article 13 of the Collective Agreement does not apply to employees working the continental shift. The following provisions will govern overtime for all employees working the continental shift.
- 9. Under the four week shift schedule, the regular schedule will be a two week period with a total of eighty-four (84) hours (Period A) and a two week period for a total of seventy-six (76) hours (Period B). Overtime will be paid at a rate of 1.5 X the hourly rate for hours in excess of eighty-four (84) hours in Period A and 1.5 X the hourly rated for hours in excess of seventy-six (76) hours in Period B. Double time will be paid at a rate of 2 X the

hourly rate for overtime hours in excess of **16** hours in Period A and **16** hours in Period B.

Vacation

 For the purposes of Article 14 of the Collective Agreement a vacation week is any period of forty (40) hours. For the purposes of one-day-at-a-time vacation on the Continental Shift schedule, employees may elect to take (40) hours as one-day-at-a time vacation.

Holidays

- For the purposes of Article 15, Article 15.2 does not apply and the following provision governs Holidays for all employees working the continental shift. Articles 15.1 and 15.3 to 15.5 continue to apply.
- Employees working the seven (7) day continental shift may be required to work all statutory and plant holidays as defined by Article 15.1 of the Collective Agreement. If an employee is scheduled to work on a holiday, the employee will be paid one and one half times (1.5x) the regular rate of pay for all

hours worked on the holiday plus public holiday pay for the holiday equal to eight **(8)** hours at the employee's regular rate of pay. Employees not scheduled to work on a holiday will not be given a substitute day off and instead will be paid public holiday pay for the holiday equal to eight **(8)** hours at the employee's regular rate of pay.

Bereavement Pay

 Article 17.1 of the Collective Agreement applies to all employees working a continental shift. Article 17.2 does not apply and is subject to the following modification:

> Employees will be entitled to take up to forty (40) hours off work with pay to be taken at the time of the death of a spouse (as defined in the glossary), child, parent, brother, sister or grandchild. Employees will be entitled to twenty-four (24) hours of work with pay to be taken at the time of the death of any of the following:

• grandparent

- parent-in-law, son-in-law, daughter-inlaw, brother-in-law, sister-in-law, grandparent-in-law
- employees will be entitled to eight (8) hours off work with pay *to* be taken at the time of the death for the great grandparent.

#### Sick Benefits

- 14. Article 21.8 of the Collective Agreement applies to all employees working a continental shift subject to the following modification:
- i) Sick Pay

Members working on the continental shift will have their sick hours pro-rated according to the following schedule:

Actual Sick Hours Taken	Pro-rated Sick Hours
1/2	0.33
1	0.66
1 ½	1.00
2	1.33
2 1/2	1.66
3	2.00

Actual Sick Hours Taken	Pro-rated Sick Hours
3 1/2	2.33
4	2.66
4 1/2	3.00
5	3.33
5 1/2	3.66
6	4.00
6 1/2	4.33
7	4.66
7 1/2	5.00
8	5.33
8 1/2	5.66
9	6.00
9 1/2	6.33
10	6.66
10 1/2	7.00
11	7.33
11 ½	7.66
12	8.00

# APPENDIX **A**

# SIEMENS MILLTRONICS CONTINENTAL SHIFT AGREEMENT

	SUN	MON	TVE	WED	THUR	FRI	SAT	51,P1	-	TUE	WED	THUP	FRI	-
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Night ShiR TEAM 2	7.00			7 prin 7 prin	7pm 7am		•	•	Tari Tari	тан. Тап		•	i an Ian	791 7911
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Night Shift TEAM 4		7em	i pe la Zarra			i de Terre	7.00	7.00 7.00			7 am	7pels 11pm		

	WEEN 1	VÆEA 2	WEEN 3	VEEN4	TOTAL
TEAM 1	36	48	28	43	160
TEAM 2	28	46	- 36	43	160
TEAM 3	46	28	4.5	.94	160
TEAN 4	43	- 36	43	18	160

# LETTERS OF UNDERSTANDING

#### NO. 3 - SHIFT COMMITTEE

The Company and the Local Union agree to form a Shift Committee for the purpose of:

- Reviewing current production
   coverage and determining coverage
   issues.
- Determining and recommending changes that will ensure required coverage is met with the appropriate skill requirements.
- Implementing the changes determined and reviewing for effectiveness on an on-going basis.

The Shift Committee will meet as required to review and resolve any issues that may come up.

The Shift Committee will consist of, at a minimum:

- An HR Representative
- A Local Union Executive Representative

- A Union Member Representative from each **shift** if possible The Manufacturing Manager or designate ٠
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#### LETTERS OF UNDERSTANDING

#### NO. 4 - CASUAL POOL

The Company wishes to provide appropriate on-call staffing to address special business and operational needs, periods of vacation, leaves of absence, temporary absences, sick leaves and periods of increased production at the Peterborough, Ontario Plant ("the Plant"). The Company will give the Union prior notice when casuals are being used for increased production.

The Union wishes to cooperate and assist the Company in maintaining adequate staffing and production at the Plant.

The Company and the Union agree as follows:

- This Letter of Understanding shall become effective the date of ratification of this Collective Agreement.
- 2. "Casual Employee" is defined as an employee hired from a Casual Employee Pool maintained by the

Company and from which the employee may be employed to perform bargaining unit work, from time to time, **as** required by business and operational needs and on a call-in basis only. There shall be no guaranteed hours of work for Casual Employees.

- 3. Casual Employees may be employed from time *to* time in accordance with business and operational needs, on a call-in basis, in the following occupational classifications:
- Assembler, Level 4
- Material Handler, Level 4
- Internal Service Provider, Level 4
- Custodian, Level 4
- Test III, Level 6
- Casual Employees shall be used to address special business and operational needs, providing coverage for vacation periods, leaves of absence, temporary absences, sick leaves and for periods of increased production. The Company will advise the Union as early as possible and prior to, when it intends to utilize Casual Employees for periods of increased

production. It is understood that Casual Employees will not be used to perform bargaining unit work such that regular bargaining unit members are displaced or laid off.

- 5. In the event that the Company employs Casual Employees to perform bargaining unit work, the Company agrees to pay an amount in respect of Union dues on a monthly basis in accordance with a mutually agreed formula, it being understood, however, that such Casual Employees are not in the bargaining unit and are not covered under the Collective Agreement dated January 1, 2008 to December 31, 2011 and do not have access to any of the rights and privileges of the Collective Agreement other than as expressly stated herein.
- 6. The Company will establish and maintain a Casual Employee Pool ("the Pool") through an external and internal posting process. It is understood and agreed that any internal bargaining unit members who apply for and are hired as a Casual Employee will forfeit their status as a bargaining unit

member, lose their seniority and their rights under the Collective Agreement.

- 7. The Company will provide the Union, in writing, with the hire date and occupational classification of all Casual Employees as close as possible to the employee's hire date. In addition, the Company will provide the Union, in writing, a summary of the start dates, end dates, reason, and replaced employee's name if applicable and occupational classifications of all Casual Employees currently employed in the building on a weekly basis.
- Casual Employees will be compensated on an hourly basis at the minimum rate of pay for the occupational classification as set out in the wage/salary schedule in the Collective Agreement. For clarity, on the date of ratification of the Collective Agreement, Casual Employees will be compensated at the following regular rates of pay:

Assembler	Level 4	\$ 18.27
Internal Service Provider	Level 4	\$ 18.27

Material Handler	Level4	\$ 18.27
Custodian	Level4	\$ 18.27
Test III	Level6	\$ 19.39

- It is understood and agreed that no more than twenty-five (25) Casual Employees will be employed in the building at any given time.
- 10. It is understood and agreed that the parties will determine if a permanent and/or temporary posting is required where the number of Casual Employees employed in the building at one time, for a period of more than thirty (30) consecutive days, exceeds fifteen percent (15%) of the incumbent bargaining unit members in all five (5) occupational classifications listed in paragraph 3 of this Letter of Understanding. It is further understood and agreed that bargaining unit members shall have the right to be considered first for all such permanent and temporary internal job postings.
- In the event the Company has available work for a period of greater than two (2) weeks during May, June or July, student children

of Siemens Milltronics Process Instruments Inc. employees will be given first consideration for the available work before Casual Employees are called-in.

12. In the event the Company determines that overtime work is available in one of the occupational classifications set out in paragraph 3 of this Letter or Understanding, the overtime work shall be offered to bargaining unit members in accordance with Article 13.1 of the Collective Agreement before Casual Employees are utilized. For clarification, it is not the intention of the Company to utilize Casual Employees to avoid overtime opportunities for bargaining unit members. If overtime requirements remain unfilled after the voluntary provisions in Article 13.1 have been exhausted, then Casual Employees will be offered the overtime work subject to skill, ability and qualifications. If the overtime requirements remain unfilled after voluntary overtime has been offered to Casual Employees, then the provisions of

mandatory overtime will be implemented in respect of bargaining unit employees in accordance with Article 13.1.

13. Casual Employees who have worked overtime which has been approved by the Company shall receive overtime pay at a rate of time and one-half their regular rate of pay. Overtime is defined as set out in the Collective Agreement as the time worked by an employee in excess of those hours contained in the normal week for the occupational classification as set out in Article 10 of the Collective Agreement. Casual Employees shall not be entitled to bank overtime hours in lieu of receiving overtime pay.

### LETTERS OF UNDERSTANDING

NO. 5 - Short-Term Disability Top-Up

The Company and the Union agree that members should have the opportunity to use accumulated sick hours to top-up short-term disability payments.

Notwithstanding the language set out in Article 21.8 of the collective agreement, it is the intent of the parties to allow employees who have accumulated sick hours to use those hours to top-up shortterm disability payments to 100%.

The Company and the Union agree to form a committee for the purpose of:

- Determining and recommending a program that can be implemented to either manually or automatically top-up disability payments which will benefit employees who have accumulated sick hours.
- Communicating and implementing the Short-term disability top-up program to employees.

If the program recommended for implementation **is** an automatic top-up plan which will affect all members, the parties agree that members will have the opportunity to vote on whether or not they agree with the implementation of the program.

The vote will take place no later than December 31, 2008 and, should the members vote in favour of the proposed short-term disability top-up program, it will be implemented no later than June 1, 2009.

### Glossary

"Canadian National Federation of Independent Unions" means the exclusive bargaining agent for all employees of Siemens Milltronics Process Instruments Inc., Peterborough, as defined in Article 2.1 of the Collective Agreement.

"Collective Agreement" means this agreement between the Company and the Union.

" Company" means Siemens Milltronics Process Instruments Inc.. Peterborough.

"Continuous Service" means length of continuous employment with the Company without a break in employment.

"Day" is understood to be working day unless otherwise indicated.

"Disposition" means final settlement of a matter.

"Employee" means any person employed by Siemens Milltronics Process

Instruments Inc., Peterborough, who is covered by the terms of this Collective Agreement.

"Hire" means an internal or external hiring.

"LMJC" means the Labour-Management Joint Committee.

"Local Union" means the Executive of The Employees Association of Milltronics-The Canadian National Federation of Independent Unions, Local 3005.

"Manager, Supervisor, Human Resources, Director, TLA, VP or Company Designate" means persons acting on the Company's behalf.

"Member" means a permanent employee who has completed his/her probationary period with the Company under the terms of the Collective Agreement.

"Mutual Agreement" means between the Union and the Company unless otherwise stated.

"National Union" means The Canadian National Federation of Independent Unions.

"Office Employees" means salaried employees.

"Probationary Employee" means a Production/Hourly Employee who has worked less than 640 regular hours or an Office/Salaried Employee who has worked less than 600 regular hours, while in the continuous employment *o*f the Company.

"Spouse" means a person to whom an employee is legally married or recognized by Ontario law and who has been identified to the Company as the employees' spouse regardless of gender, unless exempt by law or contract agreement (currently **as** in the case of benefits and pension).

"Union" means The Employees' Association of Milltronics-The Canadian National Federation of Independent Unions, Local 3005.

"Union Dues" means the dues payable as established by the Canadian National Federation of Independent Unions.

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