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# AGREEMENT

July 1, 1997 to June 30, 2000

between

**DOMINION CONTROLS COMPANY**

DIVISION OF

**FKI INDUSTRIES CANADA, LTD.**

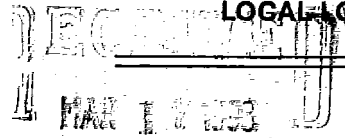
Stratford, Ontario

and

**THE INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS**

Stratford, Ontario

**LOCAL LODGE NO. 1927**



11466 (01)

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AGREEMENT

Between:

DOMINION CONTROLS COMPANY  
DIVISION OF FKI INDUSTRIES  
CANADA, LTD.

Stratford, Ontario

hereinafter called "The Company"

OF THE FIRST PART

and:

THE INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE WORKERS  
LOCAL LODGE 1927

a voluntary Association of employees representing  
the hereinafter defined employees of the Company,  
hereinafter called "The Union"

OF THE SECOND PART

WHEREAS all the employees of the Company have become members of the Local Lodge No. 1927 of the Union, and desire the Union to represent them for the purpose of Bargaining Collectively with the Company; and the Company having acknowledged the right of its employees to select a Collective Bargaining Agency is desirous of Bargaining Collectively with its employees through the said Union.

NOW THEREFORE, the Agreement witnesseth:

## **Clause 1 - Purpose**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **Clause 2 - Recognition and Union Security**

2.01 The Company recognizes the Union as the exclusive collective bargaining agency for all employees of the Company at its Stratford Plant, with the exception of the following categories which are hereby excluded, namely: persons above the rank of lead hand, administrative staff (main office and factory office), Timekeepers and Guards.

2.02 The term "employees" as used in this Agreement, unless it is clearly indicated otherwise, shall be deemed to mean only those employees who are included in the bargaining unit.

2.03 Except where specifically stated to the contrary, the use in this Agreement of the masculine gender shall be considered to include the feminine.

2.04 All employees covered by this Agreement shall become and remain members of the Union, as a condition of employment and shall pay regular monthly dues of the Union, by the payroll deduction method, with the initiation fee being the amount set by the membership of Local Lodge 1927.

2.05 The Company will deduct the initiation fee and monthly dues of all employees covered by this Agreement, from the first day of their employment, by the payroll check-off method and shall remit same monthly, by cheque, together with a detailed list of such collections to the Secretary-Treasurer of the International

Association of Machinists and Aerospace Workers, Local Lodge 1927, by the 18th day of each month.

2.06 The Company will notify the Chairman of the Plant Committee of its new employees hired, at the time of hiring and will allocate 15 minutes per week for the purpose of allowing the Union Committee Chairman, or his representative, to indoctrinate new employees hired in the prior week. When applicable, this indoctrination period will take place between 2:45 p.m. and 3:00 p.m. on the first working day of the week in a location designated by the Company. The Company also will notify the Chairman of the Plant Committee at the same time as the employee is notified of his lay-off or discharge.

2.07 The Company will recognize and deal with up to a total of eight Union Representatives up to five of whom may be designated as Committee persons. The Union will appoint or select such Union representatives so as to ensure that there is a minimum of a representative on each shift. The Union will advise the Company in writing of the names of all such Union representatives and any change in such Union representatives. The Union will advise the Company in writing which one of the Union representatives on a shift has responsibility to represent employees on that shift. The other Union representative(s) on a shift will be considered alternates who will act in the absence of the responsible Union representative.

2.08 Non Bargaining unit employees shall not perform work normally performed by employees in the bargaining unit except:

- a) In emergencies when regular employees are not available.
- b) In the instruction of employees.
- c) In the performance of work necessary when difficulties are encountered on the job, as long as the bargaining unit employee is present.

- d) In the development of a new method of operation and work involved in the pre-production approval process.

The intent of this section is that non bargaining unit employees shall not perform bargaining unit work in any manner that displaces the service of a bargaining unit employee.

2.09 The Company agrees to the Union appointing a Benefits/WCB Representative to assist employees in dealing with these issues. Such representative will be assigned to steady days and will be an employee in a classification that makes such assignment feasible. The Benefits/WCB Representative will be permitted up to 8 hours paid time per week during his normal working hours to carry out his duties. It is understood only such time as is necessary to carry out his duties will be used. Access to the Benefits/WCB Representative by employees will be as follows:

- a) Night Shift employees following the conclusion of their shift.
- b) Afternoon Shift employees prior to the commencement of their shift.
- c) Day Shift employees during working hours but only after they have obtained their Supervisor's permission to be absent from their job.

### **Clause 3 - Management Functions**

#### **3.01**

- (a) Nothing in this Agreement shall conflict with the Company's function to manage the Plant, maintain order and direct the working forces.
- (b) It is understood that Dominion Controls' Plant Management includes the right to hire, discharge, transfer, classify, lay-off, suspend or discipline all employees.

- (c) The Company shall have the right to terminate employment if the record of the employee indicates an excessive amount of time off or recurring or repetitive time off.
- (d) The Company agrees that a claim made for discriminatory classification, promotion, demotion, transfer or suspension, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with according to the Grievance Procedure as outlined later under heading: GRIEVANCE PROCEDURE.
- (e) The Company Management guarantees they will not use any management function for the purpose of discriminating against any employee because of his membership in the Union, or any other reason.
- (9) The Company Management shall be the judge of the standard of ability and standard of work produced.

#### **Clause 4 - Strikes and Lockouts**

##### 4.01

- (a) The Company agrees it will not cause or direct any lock-out of its employees. The Union agrees there will be no strikes or any other collective action which will stop or interfere with production.
- (b) Both Union and Company agree that a lock-out shall not be construed to mean the closing of the Plant or any part thereof for business reasons, subject to Clause 5, Grievance Procedure.

#### **Clause 5 - Grievance Procedure**



5.01 If an employee has a complaint or question in connection with his job or work, he shall first discuss the matter with his foreman, either alone or accompanied by a Union Representative. No employee shall be disciplined without a Committee person present.

5.02 If such complaint or question is not settled to the satisfaction of the employee concerned within one working day (24 hours), or within any longer period which may be mutually agreed upon in writing at the time, the matter may then be deemed a grievance.

5.03 No grievance under Article 5.04 hereof shall be arbitrable unless the written grievance is handed to the foreman pursuant to the provisions of Step 1 of Article 5.04 within seven (7) working days from the date of the circumstances giving rise to the grievance or within seven (7) working days from the date upon which these circumstances become known to the griever. If, pursuant to Article 5.02 hereof, the parties mutually agree in writing to extend the twenty-four (24) hours referred to in the aforesaid article 5.02, the seven (7) day period referred to in this Article 5.03 shall be extended to a period equivalent to the extension agreed to pursuant to the aforesaid Article 5.02.

5.04 A grievance of any employee, or a joint grievance of any group of employees shall be presented to the Company in the following manner:

Step No. 1: The grievance of the employee shall be reduced to writing on a standard form to be supplied by the Company and signed by the employee and the Union Representative, and will be handed to *the* Foreman for his written disposition.

Step No. 2: Failing a settlement within twenty-four (24) hours following the submitting of the grievance to the Foreman, the grievance will be submitted to the

factory manager, or his representative by the Chairman of the Plant Committee or his representative, and the factory manager or his representative shall deliver his written decision within forty-eight (48) hours after such submission.

Step No. 3: If the decision of the factory manager is not satisfactory to the employee, the Plant Committee and Management shall meet within a period of one (1) week, or such longer time as may be mutually agreed upon in writing, in order to discuss the grievance.

At this meeting or meetings, any full-time or district officer of the Union or his nominee, may be present if his presence is requested by either the Union or the Company. The Company representatives may have such counsel or assistance as they desire at this meeting.

5.05 Any failure to call the meeting or attend it may result in reference of the grievance to arbitration.

5.06 If the grievance is not settled to the satisfaction of both parties during the meeting or meetings, then a disposition will be made by the Company within a period of five (5) working days to consider the disposition. It is understood that either five-day (5) period referred to may be extended by mutual arrangement in writing. If a satisfactory settlement is not reached, then at the request of either party, the grievance may be referred to arbitration, as hereinafter provided.

5.07 The Plant Committee Chairman will work straight days when straight days are feasible.

Before any meeting is called, the party requesting the meeting shall submit, in writing to the other party, an agenda of matters to be discussed at the meeting.

5.08 The Company shall be officially notified in writing by the proper officials of the Union, of the names of the Plant Committee and the names of the officers of the Union, before the Company is asked to recognize them.

5.09 Saturdays, Sundays, specified holidays and plant vacation shutdown shall not be counted in determining the time within which any such action is to be taken in each of the foregoing stages, 1 to 3, inclusive, of the Grievance Procedure and also that of arbitration.

5.10 The Union Representatives shall be afforded such reasonable time as is required to process a grievance during working hours.

5.11 Union Representatives shall report and obtain permission from their foremen when it becomes necessary for them to leave their jobs for the purpose of attending such meeting with management representatives, or the handling of grievances, and shall make known their destination to their foreman and shall report again to their foreman at the time of their return to work.

A Union Representative shall be permitted reasonable access to any designated work area, to investigate and deal with complaints, and grievances, but only after having explained the nature of his business to the supervisor of any work area to which he desires access.

5.12 It is understood that any Plant Committeeman may prosecute a complaint or grievance, not necessarily his own, relative to the violation of the Agreement, through the regular Grievance Procedure.

#### **Clause 6 - Arbitration**

6.01 Whenever either party to this Agreement desires to submit any grievance to Arbitration, written notice shall be given

to the other party requesting either a single arbitrator or a full board of arbitration, formally stating the subject of the grievance, and at the same time nominating an Arbitrator.

6.02 Within seven (7) days after receipt of such notice the other party shall name its Arbitrator. The Arbitrators representing both parties will attempt to agree upon a Chairman of an Arbitration Board. If they are unable to agree upon such Chairman, they will request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

6.03 As soon as the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representations of both parties, and shall render a decision as soon as possible.

6.04 After the evidence has been heard, the Chairman shall sit and confer with the Arbitrators representing both parties, and shall endeavour to reach a mutual agreement. If they are unable to agree, the Chairman shall have the right to make the decision which shall be final and binding on both parties to this Agreement.

6.05 The Arbitration Board, or a single Arbitrator, shall not have jurisdiction to either alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.

6.06 In discharge and suspension cases the Arbitration Board may make any decision they deem just.

6.07 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any.

6.08 No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

6.09 No grievances excepting those dealing with discharge and suspension cases shall be considered by the Arbitration Board unless they have properly carried through all previous steps of the Grievance Procedure.

6.10 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the Plant to view disputed operations and to confer with the necessary witnesses. Both parties to this Agreement may have the assistance of counsel at any such arbitration proceedings.

6.11 (a) When either party to this Agreement desires to use a single arbitrator, both parties will attempt to agree on the single arbitrator. If the parties are unable to agree on the single arbitrator, they will request the Ministry of Labour of the Province of Ontario appoint an impartial arbitrator.

6.12 Discharge & Suspension Cases: The Company agrees to notify ~~the~~ Chairman of the Plant Committee in writing of the dismissal or suspension of any permanent or regular employee. If such an employee is dismissed or suspended for any reason whatsoever, and feels that he has been unjustly treated, he shall within three (3) working days after he has ceased to work for the Company or three (3) working days after the Union has been notified of his dismissal or suspension, notify the Company of his dissatisfaction. In the event of discharge or suspension, the employee shall have the right to notify the Plant Committeeman, or to initiate a grievance before leaving the Company's premises.

6.13 The dismissal or suspension shall then constitute a grievance and shall be dealt with under the Grievance Procedure, starting at Step 3.

If the employee's claim of improper discharge or suspension is found to be justified, he shall be reinstated in his employment with full compensation at regular rates of pay for time lost, and such employee shall not lose his seniority rights.

### **Clause 7 - Seniority**

7.01 Each of the parties hereto recognizes that employees are entitled to an equitable measure of security based upon length of service as set out in this Agreement. It is agreed that the lay-off, rehiring, transfer of, or distribution of work amongst employees shall be in accordance with the seniority provisions hereinafter set forth.

7.02 No employee shall be deprived of his regular employment as long as there is work available in his department which he is competent and willing to perform. It is agreed that a breakdown may constitute unavailability of work.

7.03 The parties agree to cooperate in considering all seniority matters, to the end that employees with greater seniority will be given preference to employment whenever practical and possible. The seniority provisions of the Agreement will be a primary factor in all personnel considerations with appropriate attention being given to an employee's qualifications to perform the work available. In filling advantageous jobs, special consideration will be given to employees with seniority.

7.04 It is the intention of the parties to express a principle which will allow the Company greater freedom in implementing seniority without danger of being bound by restricting precedent.

7.05 It is agreed that all seniority problems will be jointly considered by Management and the Union Shop Committee in a serious attempt to find a workable solution. Failure to agree after

full and fair discussion shall make the matter a subject for grievance procedure.

7.06 An employee will be considered to be on probation and will not be placed on seniority list until after he has worked for a total of sixty working days during a period of six consecutive months. A scheduled overtime day on which the employee works five (5) hours or more will be counted as one of his days worked for the purposes of this Article 7.06.

Notwithstanding any other provision of the Collective Agreement, the discharge of an employee during the probationary period shall be at the sole discretion of the Company.

7.07 Probationary employees shall have recourse to the grievance procedure in all matters except in the case of layoff or discharge.

7.08 When an employee has been placed on a seniority list, seniority will date from the commencement of his accredited probationary service and will accumulate thereafter.

*7.09 Posting of Seniority list*

- (a) The Company agrees to post on its bulletin board, a current seniority list at the reasonable request of the Plant Committee.
- (b) Only those coming within the scope of this Agreement are to be placed on the Union seniority list.
- (c) The revisions referred to shall be considered as permanently established thirty (30) calendar days after the employees concerned have had opportunity to check their seniority position on the list, except for clerical errors.

- (d) Copies of the revised list will be furnished to the Local Lodge at the same time as they are posted.

#### 7.10 *Loss of Seniority*

An employee shall lose his seniority standing and his employment, and his name shall be removed from all seniority lists for any one of the following reasons:

- (a) If the employee voluntarily quits his employment with the Company.
- (b) If the employee is discharged and such employee is not reinstated pursuant to the provisions of the grievance procedure herein.
- (c) If the employee overstays a leave of absence granted by the Management in writing without securing an extension of such leave without a satisfactory reason.
- (d) If the employee is absent for three (3) consecutive working days without advising the Company unless a satisfactory reason is given. (See Notification Procedure.)
- (e) If an employee is laid off and fails to notify the Company of his intention to return, or not to return, within seven (7) calendar days, and fails to return, or provide a justifiable reason for not returning, within fourteen (14) calendar days after being notified in writing to report, providing the Company's notification has been forwarded to the employee by registered mail to the most recent address recorded on the employee's file in the Personnel Office. Failure on the part of the employee to collect his mail is not considered a justifiable reason for not reporting. The Chairman of the Plant Committee will receive a copy of all registered letters sent.



(f) If the employee does not notify the Company of his intention to return to work within two (2) weeks of the conclusion of his term of office or if he does not return to work within one (1) month after the conclusion of his term of office.

Term of office as used herein means Member Legislative Assembly (Ontario) or Member Parliament (Canada) or Union Representative.

#### 7.11 *Lay Offs*

It is agreed that the elected/appointed Plant Committee and President, Vice-president, Recording Secretary and Secretary-Treasurer, if subject to lay-off on a seniority basis during their term of office, shall be retained in the employ of the Company as long as this Agreement is in effect. The Company then reserves the right to place the above mentioned employees in such suitable positions as are available provided they are without further training, qualified to perform the available work efficiently.

7.12 Any lay-off of employees shall be made on the basis of the seniority lists, providing that there are always available employees with seniority who are willing, and without further training are qualified to perform the work efficiently.

7.13 When a reduction in the work force becomes necessary the following shall apply:

- a) All probationary employees shall be laid off before seniority employees are affected.
- b) Employees with less than one year's department seniority shall be the first to be laid off from their particular department job.

- c) Employees with one year or more of the department's seniority shall be laid off from their particular department job on the basis of plant wide seniority.
- d) Employees laid off under paragraphs b or c shall have the options described in paragraph (e) below, but in no case shall there be more than two seniority bumps resulting from one lay off notice. **An** employee exercising a seniority bump must give notice in writing within two working days of notice of lay off.
- e) An employee laid off from his particular department job may claim:
  - (i) Any job in his department or his department grouping which he is qualified to perform, provided he has greater plant seniority;
  - (ii) A former job in a former department provided he has more plant seniority and provided he is still qualified to perform the work;
  - (iii) An equal or lower classification job in any department which he is qualified to perform provided he has greater plant seniority;
  - (iv) The job of the least senior employee in the plant. If the least senior employee is a skilled trade, then the option will apply to the least senior employee not in the skilled trade. In such case the senior employee will be retrained whenever it becomes necessary to do so.

Notwithstanding the foregoing paragraph of this Article 7.13 (e), when the Company's production requirements make it necessary, the least senior employee in the plant, not in a skilled trade, in Classifications 999,3203,3303, Primary Operator A and Primary Operator B shall not be displaced unless the senior employee who claims his job is qualified to perform such job efficiently without further training.

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- f) For the purpose of this Article departmental groupings are those shown in Schedule of Rates and Pay and Job Classification, Article 15.09 of the Agreement.
  - (g) Employees displaced as a result of a seniority bump will have the same recourse to the lay-off procedure as employees on lay-off.
  - (h) Employees exercising a seniority bump will not be restricted to the six-month waiting period before being allowed to claim on a new job posting.
  - (i) In the event of a reduction in the work force within a department, an employee in the department as a result of having successfully applied for a temporary job posting, will be the first to leave that department. Such employee will return to his last classification within his last department without processing a lay-off notice or a job posting.
  - (j) In the event of lay-off, each seniority employee affected shall be given written notice three (3) working days prior to the notice taking effect. In the event that, after a lay-off, an employee who has claimed another job is not retained more than ten (10) working days, no further three (3) days notice will be given.
  - (k) In the event of an extension of a lay-off notice beyond the normal three (3) day period, the Plant Committee will be called with the intent that some other arrangement may be negotiated. Whenever there is a cancellation of a lay-off notice, the Plant Committee will be notified.
  - (l) In any case of improper lay-off, the employee concerned shall be compensated for all time improperly lost, provided the grievance is lodged within three (3) working days after the employee ceases to work for the Company.

- (m) When calling back employees after any lay-off, the employee with the greatest amount of plant seniority shall be called back **first**, provided **the employee can perform** the work available.

*7.14 Retention on Seniority List After Lay-off*

Subject to the provisions of Clause 7.10 hereof, employees who are laid off will be retained on the Company's Seniority List according to the following schedule:

- (a) **All** employees who have attained seniority will be kept on the seniority list and will maintain seniority rights for one full year after lay-off.
- (b) **All** employees with four or more years of seniority will be kept on the seniority list and will maintain seniority rights for two full years after lay-off.
- (c) **All** employees with ten or more years of seniority will be kept on the seniority list and will maintain seniority rights for three full years after lay-off.

**Clause 8 - Transfers and Promotions**

8.01 When an employee is transferred from a classification within a department because of lack of work in that classification within a department, the transferred employee shall, when an increase in the work force of the classification within a department from which he was originally transferred becomes necessary:

- (a) If such increase occurs within one (1) year of such transfer out of his classification within a department, be transferred back to his classification and department or

(b) If such increase occurs more than one (1) year after such transfer, have the right, if he so elects and gives notice in writing to Management within forty-eight (48) hours after being notified, to transfer back to such classification within a department within ten (10) working days after the delivery of his notice to Management.

**An** employee's rights hereunder, to return to the classification within the department from which he was originally transferred, shall be forfeited if the employee fails to make application for a job posting back to the classification within the department from which he was originally transferred.

8.02 The parties hereto agree that the job of a sick *or* injured employee or an employee on leave of absence would be protected during the filling of the vacancy created thereby by a temporary job posting. In accordance with the foregoing, an employee claiming a temporary job posting will be returned to his last classification within his last department when the regular employee returns to active work. Temporary job postings shall be used only to fill a vacancy created by accident or sickness or leave of absence which the Company knows or expects will last one (1) month or more. An employee may bid for such temporary vacancy if it is in a higher paying wage range than his own.

Any employee filling a temporary absence as a result of a successful bid for such temporary job, will have the right to bid on any permanent job that is posted during the term of the temporary job.

8.03 All job openings other than those covered by Article 8.02 hereof which will be of more than fifteen (15) consecutive working days duration shall be posted on the bulletin board for two (2) regularly scheduled working days.

8.04 When a job opening is posted, interested employees who are available to fill the job within a two week period or upon completion of their vacation may make written application for the

job on a job posting form in the Personnel Office. Where qualifications are adequate the senior applicant will be assigned to the job unless he withdraws his application within four (4) working days from the time the job opening is posted. The Company shall be the judge of the adequacy of qualifications, subject to the grievance procedure.

8.05 The name of the successful applicant will be posted on the bulletin board within seven (7) working days from the time the job opening is posted and prior to the transfer being put into effect.

8.06 **An** employee who has been moved or transferred as a result of his application for a job opening and whose qualifications have proved acceptable for the job, must work on the job to which he has applied for a period of six (6) months before he can apply for any new job opening or any job that has been posted, provided always that the job to which he has been moved or transferred lasts longer than six (6) months.

(a) An employee filling the position of classification 3303 or 3203 may be required to work on that job for a period of twelve (12) months before he can apply for any new job opening, or any job that has been posted, provided always that such job lasts twelve (12) months or longer.

8.07 It is agreed that in the event of a job opening, up to three job postings may be made as a result of an original posting.

(a) The original posting will be designated as number 1.

(b) If necessary, the second posting will be designated as number 2.

(c) If necessary, the final posting will be designated as number 3.

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8.08 A new employee must be employed by the Company for thirty (30) working days before he can exercise the claiming rights set out in the third paragraph under Transfers and Promotions. After the thirty (30) working day period a new employee will exercise claiming rights in the same ways as senior employees.

8.09 Exceptions to the above rules may be made by written agreement between the parties.

8.10 The job posting procedure contained herein is subject to the provisions of Article 8.01 hereof.

8.11 In moving or transferring from one department to another, an employee shall carry his entire plant seniority with him.

8.12 When an employee is moved from one department to another, such move shall not be considered a transfer until the employee has been in the new department for ten (10) working days.

8.13 When an employee is temporarily moved from one job classification to a job classification which pays a higher basic rate, he shall receive the rate for the job classification to which he is moved, for the period of time he works on the higher rated job.

8.14 Promotion or transfers to higher paid jobs shall be based on the skill, ability, and experience of the employees concerned. Where skill and ability are equal, a senior employee will always receive the benefit of the same training as would be given to a new employee. The Company shall be the judge of skill and ability, subject to grievance procedure.

8.15 In the event the Company agrees to the placement of a physically handicapped employee who is unable to perform his job as a result thereof, in a vacant position which he is qualified

and able to perform, such a placement shall take precedence over the rights of other seniority employees to bid on such vacancy and such vacancy shall not be posted. Such employee shall not be subject to being bumped at the time of a lay-off unless he is the least senior employee in the plant.

8.16 If an employee is transferred to any Company position which is not subject to the provisions of this Agreement, the employee shall retain his seniority, and if transferred back to a position which is subject to this Agreement, he may, within the first four (4) months of the changed position, revert back and replace the least senior employee within his former department.

8.17 Promotions to the rank of Lead Hand, Job No. 999 will be considered first on the basis of seniority, skill and ability of applicants from within the department concerned, provided that they have been in the department for one (1) year or more. For promotions to the rank of Lead Hand in departments employing set-up personnel, first consideration will be given to applicants with qualified set-up experience within the department, as well as other applicants with previous qualified set-up experience, within said department, provided that they have not been out of the department concerned for more than four (4) years.

8.18 In considering applicants for posted job vacancies in the position of set-up the Company will give first consideration on the basis of existing seniority, skill and qualifications of applicants from within the department concerned. It is understood that this Article 8.18 shall not restrict the Company's rights to hire or transfer an employee to the vacancy should there be no satisfactory applicants.

## **Clause 9 - Rights of Employees**

### **9.01 *Special Protective Equipment***



Where the nature of the **task** assigned to any employee requires the use of special protective equipment, namely gloves, aprons, dusting cloths, and rubber boots, these will be provided by the Company according to the judgement of Management (subject to Clause 5, Grievance Procedure).

Note: Other employees not in above special category may purchase gloves for their own use, not more than one (1) pair at a time - at cost from the factory stores. The Company will keep a record of date of purchases and the name of the purchaser.

9.02 The Company will continue to issue protective equipment to the employee on all jobs for which special equipment is required by law.

9.03 When an employee has received gloves, a used pair must be returned before new gloves are issued.

9.04 An employee who requires safety prescription glasses shall purchase such glasses through the Company. New employees shall pay for such first pair of glasses but will be reimbursed by the Company for the cost of such first pair of safety glasses on the completion of the probationary period. The Company shall also replace safety lenses and frames that are either broken or damaged while the employee is working on Company property except where such breakage or damage results from the employee's willful or irresponsible conduct. The Company shall also replace safety lenses where a change of prescription is necessary.

#### 9.05 *Collective Bargaining*

The terms of this Agreement and conditions will apply equally to all employees who are subject to the provisions thereof.

## Clause 10 - Termination of Contract



10.01 This Agreement shall be in effect from July 1, 1997 to June 30, 2000 and shall continue from year to year thereafter unless either party gives notice in writing of its intention to terminate or to enter into negotiations for the purpose of amending the Agreement within a period of ninety (90) days prior to the date of termination.

10.02 If notice of intention to amend is given by either party in writing, pursuant to the terms of the preceding paragraph, such negotiations shall commence not later than twenty (20) days after the date of such written notice, and if such negotiations do not result in agreement prior to the yearly date of termination of the Agreement then this Agreement may be extended by mutual agreement between the parties for such time as necessary to complete such negotiations.

10.03 It is agreed that during any negotiations, following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

10.04 This Agreement shall remain in full force and effect for its full term as outlined in this termination of contract clause, regardless of any move of the Company or the Company's head office, as long as the Company's move is confined by the boundaries of Canada.

## Clause 11 - Vacations with Pay

11.01 An employee who has been employed for less than twelve (12) months as of the second Saturday in June, shall receive one (1) day of vacation for each completed month of service, commencing with the completion of the third (3rd) month of service, to a maximum of ten (10) days, and shall receive as vacation pay four percent (4%) of his earnings up to June 30 (e.g.

three (3) months completed service as of June 30 • one (1) day, four (4) months • 2 (2) days, five (5) months • three (3) days, etc.)

11.02 Employees who have been employed by the Company one (1) year as of the second Saturday in June of the current year, shall receive vacation pay on the basis of four per cent (4%).

11.03 Vacation pay will be made on the following basis, computed on an employee's total earnings during the twelve (12) month period ending the second Saturday in June of the current applicable year.

Employees will have their vacation entitlement determined on the basis of the employee's seniority anniversary date. An employee who first becomes entitled to an additional week of vacation between the second Saturday in June and December 31 of the year shall take such additional week of vacation between the date upon which he becomes so entitled and March 31 of the following year.

SERVICE	VACATION	RATE
1 Year	2 Weeks	4%
5 Years	3 Weeks	6%
10 Years	4 Weeks	8%
20 Years	5 Weeks	10%
25 Years	6 Weeks	12%

11.04

(1) The Company will post vacation request sheets by February 1. The vacation request will cover the period from June 1 to December 31.

(2) An employee must indicate in writing, not later than April 15, all of his or her desired vacation dates (first

choice and second choice). An employee who fails to do so shall have his vacation scheduled by the Company.

- (3) Not later than May 30, the Company will post the vacation schedule indicating the vacation periods. Where a number of employees request the same period of vacation and the Company is of the opinion that the efficient operation of the department will be affected, the Company shall determine the number of employees in a classification and/or department who are entitled to take vacation during such period.

As among employees in a classification and/or department who have requested the same period of vacation preference such periods of vacation will be granted in accordance with seniority. Employees who are denied their vacation periods by means of the forgoing will indicate their alternate preferences and the same considerations as above will apply.

Notwithstanding the above, the Company has the right to schedule one vacation shutdown of up to two weeks, which shall be during the months of July and August. During such shutdown if work is required to be performed in the division:

- (a) Qualified employees with one (1) week or less of vacation entitlement may be designated to work during such shutdown.
- (b) Thereafter, employees within the classification and/or department will be given preference to work based upon seniority.
- (c) If the Company requires additional people from outside the department, employees shall be given the opportunity by seniority provided they are qualified to perform such work.

- (4) Employees who are laid off or absent shall submit their request within one week of their return to work. If his return to work is after May 30, he shall not be entitled to exercise his seniority to displace a less senior employee from a vacation slot.
- (5) Once the vacation schedule is posted by May 30, it shall be only mended or changed by the mutual agreement of the employee and Company.
- (6) Vacation requests for the period January 1 to May 31 will be granted on the basis of seniority provided requests are submitted in writing by December 31. Thereafter vacation for this period will be granted on a first come first serve basis.

11.05 Employees will be paid vacation pay at their base rate plus the cost of living add-on for their vacation time or on a percentage basis, whichever is greater, provided:

- (a) they have been employed by the Company for more than one (1) year as of the second Saturday in June of the vacation year, and
- (b) they have performed one thousand (1,000) hours of work with the Company during the twelve (12) month period ending the second Saturday in June of *the* vacation year. Vacations and specified holidays for which the employee has received payment shall be included in determining whether the employee has performed the foregoing one thousand (1,000) hours of **work**. Also to be included in computing the foregoing one thousand (1,000) hours shall be absence due to a worker's compensation claim to be used on a once only basis per worker's compensation claim number. The term "worker's compensation claim number" is in accordance with present definition and practice.

11.06 Notwithstanding any other provision contained in this Article 11 vacation pay will be paid as follows:

- a) Vacation pay will be paid at the time employees take their vacation.
- b) Where an employee's vacation has not been scheduled as part of the vacation schedule or where there is a change in the employee's scheduled vacation, in order to receive payment for vacation pay prior to the commencement of vacation such employee must request such vacation pay in writing no later than one week prior to the last pay day before the commencement of vacation.

#### **Clause 12 - Notification of Absenteeism**

12.01 It is agreed by both parties that it is the duty of every employee to notify the Company by the scheduled starting time of his shift if he is unable to report for work (if it is possible for him to do so), giving the reason for such absence. Negligence in the exercise of this duty may subject the employee to disciplinary action.

Notification of the employee's inability to report for work should be made by the employee or his representative, telephone this information to the Company (telephone no. 273-0800).

#### **Clause 13 - Specified Holidays**

13.01 The Company agrees to pay each employee a day's pay without requiring the employee to work, for each of the following days:

1997 - June 30, August 4, September 1, October 13, December 24, 25, 26, 29, 30, 31.

1998 - January 1, April 10, May 18, July 3, August 3, September 7, October 12, December 24, 25, 28, 29,30,31.

1999 - January 1, April 2, May 17, July 5, August 2, September 6, October 11, December 24, 27, 28, 29, 30, 31.

2000 - January 3, April 21, May 22.

13.02 In order to qualify for holiday pay an employee must have worked the last regular work day previous to the holiday, except where absence is occasioned by sickness or accident (supported by a doctor's certificate) or where permission had been granted for absence on that day. Lateness of up to two (2) hours shall not disqualify an employee for payment for the holiday.

Notwithstanding the foregoing paragraph of this Article 13.02, an employee who is absent for a period in excess of thirty (30) days immediately prior to the holiday as a result of sickness, accident, or any leave of absence, shall not receive holiday pay.

13.03 The Company agrees that the pay for the specified holidays shall be based on the average hourly earnings, exclusive of overtime, during such week in which the holiday falls.

13.04 When an employee works on a specified holiday, he shall receive his earned rate plus double time his earned rate. For the purposes of this Agreement work on a specified holiday will be considered work performed between 11:00 p.m. on the day immediately preceding the specified holiday and 11:00 p.m. on the specified holiday.

13.05 If one of the specified holidays falls on a day which is within a seven day period following an employee's lay-off, such employee shall receive a day's pay for such holiday or holidays.

13.06 If an employee is laid off in the week immediately preceding his vacation period (1 week, 2 weeks, 3 week, 4 weeks, 5 weeks, 6 weeks as the case may be), and such vacation period covers a specified holiday or holidays, the employee shall receive a day's pay for the holiday in question.

#### **Clause 14 - Leave of Absence**

14.01 The Company will grant, in writing, leave of absence on account of an employee's illness or accident, when reasonable proof of illness or accident, is furnished. Such leave of absence shall be for the period of disability only. The Company may grant, in writing, leave of absence for any other reason when furnished by the employee in writing. If leave of absence is granted by the Company to any employee for more than a two (2) week period, the Company will advise in writing the Secretary-Treasurer of Local Lodge 1927.

14.02 Leave of absence will be granted to elected/appointed Union representatives without pay, when notice of such leave of absence is given to the Company in an official notification from the Union.

The foregoing leave of absence shall only be granted subject to the following provisions:

- I. if it is necessary for any such representatives to attend a Union Convention or Conference, such leave of absence shall be limited to two (2) weeks at any one time for such individual, or a total of nine (9) weeks in the aggregate in a calendar year for all such leaves of absence except in the case of the years in which the I.A.M. Grand Lodge Convention is held, the aggregate shall be thirteen (13)



weeks. The Union will give thirty (30) days notice in writing of any such leave of absence under this section.

2. if it is necessary for any such representatives to be absent for the purpose of attending to other Official Union business, such leave of absence shall be limited to a total of one hundred (100) days in the aggregate in a calendar year for all such leaves of absence except in a contract expiry year when the total aggregate shall be one hundred and twenty (120) days. The Union will give at last 10 days notice in writing of such leave of absence where possible. The Union agrees that in order to limit the affect of such leaves on the Company operation, it will not request such leave for more than three employees from the same department for the same day.

Time spent by the Union negotiating committee in attending negotiation meetings with the Company will not be construed to be leaves of absence pursuant to Article 14.02.

14.03 In the event of an employee being called for jury duty or subpoenaed as a crown witness or someone to inspect public buildings pursuant to the Public Institutions Inspection Act, he shall be granted leave of absence and shall be paid the difference between his basic wage rate including cost of living allowance and the amount received as a juror or crown witness or inspector (minus his actual out-of-pocket expenses). It is understood that if an employee is not required as a juror or crown witness or an inspector of buildings during the whole of his working day, the employee shall, if on the day shift, return to the plant to complete his normal day of work. If not required in court or on inspection until the afternoon, he shall report for work at the commencement of the day shift and work for a reasonable portion of his shift. Employees shall be allowed sufficient time to go home and change prior to their reporting for jury duty or as a crown witness or as an inspector pursuant to the Public Institutions Inspection Act.

If the employee is on the night shift, he will be excused from work each shift before he is required to serve.

If the employee is on the afternoon shift, he will be excused from work the day on which he is required to serve, except that if he is released from such duty at or before the luncheon recess he shall be required to perform his normal day of work.

In all other cases under this Article 14.03, the employee shall notify the Company within one (1) working day of being summoned or subpoenaed in order to be entitled to the benefit of this Article 14.03.

**14.04** An employee will be granted leave of absence from work because of death in his immediate family and shall be paid his straight time rate for his currently scheduled working hours as excused as follows:

- (a) for three (3) working days following the death of a member of his immediate family who shall be father, mother, current spouse, sister, brother, son, daughter, mother-in-law, or father-in-law, grandchildren, step-parents, step-children.
- (b) for one working day following the death of a member of his immediate family who shall be brother-in-law, sister-in-law, grandparents, son-in-law, daughter-in-law.

No pay shall be granted to an employee in any such case where employee does not attend the funeral of the deceased relative except in the case of death of a member of an employee's immediate family as set out in paragraph (a) hereof and the employee is unable to attend the funeral, the employee will receive one (1) day off with pay on the day of the funeral if it is a working day. Any pay received for compassionate leave on a specified holiday shall be in lieu of pay for such holiday.

14.05 For the death of the employee's current spouse's brother-in-law, sister-in-law or grandparents, the Company shall allow one day leave of absence, without pay, to attend the funeral. This one (1) day leave of absence will not adversely affect the employees' attendance bonus.

14.06 A seniority employee who is elected to the office of Member Legislative Assembly (Ontario) or Member Parliament (Canada) or full time Union Representative shall be granted a leave of absence without pay *or* other compensation and shall be retained on the seniority list without any accumulation of seniority until his term of office is concluded.

14.07 An employee wishing to take an appropriate educational course which may require class attendance during a scheduled work shift and wishes to arrange a shift adjustment to be able to attend required classroom sessions, will be required to obtain company approval in writing at least thirty (30) days prior to the start of the course. The company reserves the right to evaluate the appropriateness of the course and reserves the right to deny a shift change request.

### **Clause 15 - Rates of Pay**

It is agreed by the parties signing hereto, that employees progress and wage rate review will be made in accordance with the following schedule.

15.01 All new employees, except skilled trades, (Classifications 1401 to 1404 and Classification 1406) will be paid at the "New Hire" rate as shown in the Schedule of Rates. After three months on the job they will receive an increase of 25% of the difference between the new hire rate and the classification rate as set out in the Schedule of Rates. They shall receive a further increase of 25% at the end of six months, nine months, and twelve months until he reaches the rate for the job.

15.02 An employee with more than one (1) year seniority, who transfers through a job posting will receive 20 cents per hour below the rate shown for that classification as set out in the schedule of wages. He will receive a 5 cent increase after 3, 6, 9, and 12 months. If the employee has previously worked in the classification as a result of a successful job bid or the exercise of seniority during a layoff, all such time worked in such classification will be counted for progression purposes.

15.03 An employee with less than one (1) year seniority who transfers through a job posting will be paid at the percentage rate of his new classification that is equal to the percentage level he had attained in his former classification (i.e. 25%, 50%, or 75%). Thereafter, at the end of each period of three months from his entry into such classification, he will receive increases of \$0.05 in three month increments until he reaches the classification rate.

15.04 Employees hired into a skilled trade (1401 to 1404 and Classification 1406) will be paid at a rate of 50 cents below their classification rate. After three calendar months they shall be paid at their classification rate. The Company reserves the right to make wage rate increases earlier than provided for herein, based upon the merit and particular qualifications of individual employees.

15.05 An employee who transfers as a result of a layoff, shall be paid on the following basis:

- (a) If he is transferred to a lower rated job, he shall be paid his current rate or the top rate of the classification into which he transfers, whichever is less.
- (b) If he is transferred to a higher rated job, he shall be paid his current rate or 20 cents below the classification rate whichever is greater except an employee with less than one year seniority. An employee with less than one year seniority will be paid at the percentage rate of his new classification that is equal to the percentage level he had

attained in his former classification (i.e 25%, 50%, or 75%). Thereafter, at the end of each period of three months from his entry into such classification, he will receive increases of 25% of the difference between his new rate and his classification rate in three month increments.

Employees transferred through (a) or (b) above. shall progress in three month increments until they reach the classification rate. All time previously worked in a classification as the result of a successful job bid or the exercise of seniority during a layoff, will be counted for progression purposes.

#### 15.06 *Payment of Wages*

Each employee shall be given each pay day, a proper statement of gross pay, all deductions and net pay. This statement shall be identifiable, by the employee's name, as belonging to the employee concerned.

15.07 The distribution of employees' pay will be made by cheque on the following basis:

- (a) The seven (7) to three (3) (day shift) and day workers will be paid on Thursday, before 3:00 p.m.
- (b) The three (3) to eleven (11) (afternoon shift) and eleven (11) to seven (7) (night shift) will be paid on Thursday during their regular shift.

15.08 The wage rates effective in this Agreement are set forth under Schedule of Rates of Pay and Job Classification List.

15.09 The following is a schedule of rates of pay agreed on from July 1, 1997 to June 30, 2000, and also a job Classification list of the various departments for seniority purposes

**RATES OF PAY PER HOUR**

JOB NO.	Effective July 4, 1997	Effective June 29, 1998	Effective June 28, 1999
<b>Lead hand</b>	\$18.05	\$18.41	
<b>Department (91)</b>			
2008 Fork Lift Truck Operator	\$17.39	\$17.74	
<b>Department (300,320)</b>			
3303 Extruder Moulder Operator	\$17.59	\$17.94	
3203 Machine Operator	\$17.39	\$17.74	
Primary Operator A	\$17.59	\$17.94	
Primary Operator B	\$17.59	\$17.94	
3005 Cable Assembly - A	\$17.13	\$17.47	
3006 Cable Assembly - B	\$16.98	\$17.32	
<b>Maintenance Department</b>			
1401 Machinist	\$19.99	\$20.39	
1402 Elec.Tech/Ind.Electrician	\$20.31	\$20.72	
1403 Mechanical Maintenance	\$19.83	\$20.23	

1407 Storekeeper	\$17.42	\$17.77
1405 Utility	\$16.98	\$17.32
1408 Assistant Storekeeper	\$17.20	\$17.54

**Apprentices**

- 1411 Machinist Apprentice
- 1413 Mechanical Maintenance Apprentice
- 1414 Electrical Apprentice

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Apprentices **will** receive the following percentage (%) of Journeyman start rate.

1st 6 month term	65%
2nd 6 month term	69%
3rd 6 month term	73%
4th 6 month term	78%
5th 6 month term	83%
6th 6 month term	88%
7th 6 month term	92%
8th 6 month term	96%

A wage rate increase will become effective as follows:

For All Classifications

Effective July 4, 1997 - three (3%) percent on rates

Effective June 29, 1998 - two (2%) percent on rates

Effective June 28, 1999 - two (2%) percent on average.

(Note: Average not to include any new hire rate.)

Classification 3005 Assembly A to receive an additional increase of fifteen cents (\$.15) per hour effective July 4, 1997.

#### 15.10

(a) Apprentices shall appear on the seniority list, but shall not be affected by lay-offs on the basis of seniority until such time as they have completed their period of apprenticeship.

(b) New hires will be hired at a rate equivalent to \$5.00 below existing rate, increased in equal increments quarterly over three (3) years to full rate. (See also memo of agreement).

### **Clause 16 - Schedule of Working Hours with Rules and Regulations**

16.01 The Standard Work Week shall be as follows:

(a) the Day (1st) Shift will be 7:00 a.m. - 3:00 p.m. with a ten minute break to be scheduled between 9:00 a.m. and 9:30 a.m. and a 20 minute paid meal break to be scheduled between 11:30 a.m. and 12:30 p.m.



- (b) the Afternoon (2nd) Shift will be 3:00 p.m. - 11:00 p.m. with a 20 minute paid meal break to be scheduled between 5:30 p.m. and 6:30 p.m. and a 10 minute break to be scheduled between 8:45 p.m. and 9:15 p.m.
- (c) the Night (3rd) Shift will be 11:00 p.m. - 7:00 a.m. with a 10 minute break and a 20 minute paid meal break scheduled during the shift.

16.02 The Company agrees to give an employee three (3) working days notice prior *to* his lunch period being changed except when his lunch period change is caused by a scheduled employee's absence.

16.03 The twenty (20) minute lunch period and ten (10) minute rest period referred to above shall be paid for at basic rates to all employees.

16.04 The standard work week schedules outlined above shall consist of eight (8) hours per day, forty (40) hours per week.

16.05

- (a) Assignment of standard **work week** schedules shall be the responsibility of the Company, subject to the provision that no one shall be held more ~~than~~ one (1) week on an afternoon shift, or more than one (1) week on a night shift against his will.
- (b) The Company will give a minimum of one (1) week notice as to a specified day for taking a work in process inventory, and said notice **will** be posted on the bulletin board.

### 16.06 *Shift Work Premium*

Effective July 1, 1997 the afternoon shift premium will be forty (\$.40) per hour. Night shift premium to be fifty (\$.50) per hour.

### 16.07 *Overtime Pay*

- (a) Time and one-half (1-1/2) will be paid for other than the regularly assigned hours as laid out in the Agreement. When special hours may be called for, these special hours may be negotiated by mutual agreement in writing between the parties.
- (b) All work performed on Saturday will be paid for at time and one-half (1-1/2), all work performed on Sunday will be paid for at double (2) time.
- (c) An employee may work, upon his reasonable request and with the Company's permission, two (2) of the shifts as specified in Clause 16.01 between 11:00 p.m. of one day and 11:00 p.m. of the following day, as long as there is an eight (8) hour break between the shifts, and no overtime premium will be paid for such second shift.
- (d) An employee who works two (2) hours or more of overtime immediately prior to or following his regular eight (8) hour shift shall be given a ten (10) minute break immediately prior to, or following, his regular shift depending when the overtime is worked.

16.08 For the purposes of this Agreement, Saturday work will be considered work performed between 11:00 p.m. on Friday and 11:00 p.m. on Saturday, Sunday work will be considered work performed between 11:00 p.m. on Saturday and 11:00 p.m. on Sunday.

### 16.09 Recall

An employee who has punched out and who, after leaving the Company's property, is called and asked to come back to work outside his scheduled hours shall be paid for all such hours worked with a minimum of four (4) hours, at the appropriate overtime rate.

Notwithstanding, the foregoing, an employee who is called in to start work two (2) hours or less prior to his scheduled starting time and is expected to remain and work through until his scheduled starting time shall be paid at the appropriate overtime rate only for such extra hours worked.

### 16.10 Reporting for Work Allowance

In the event an employee reports for work on his regular shift or on a pre-scheduled overtime shift, without previously having been notified not to report, he shall be paid for one half (1/2) of the hours of that day or shift (whether regular shift or scheduled overtime shift), with a minimum payment of three (3) hours pay, except where the shortage of work is caused by such circumstances beyond the control of the Company, such as serious fire, flood or storm, and the Company has had insufficient time to warn the employees.

In the event of a snowstorm, an employee who lives in the area which receives radio broadcasts from station CJCS Stratford. 1240 on the AM dial, shall be deemed to have been notified in accordance with this Article 16.10, if such notice is broadcast over CJCS at least forty-five (45) minutes before the start of his shift. A person who lives within twenty-five (25) miles (40 km) from the city of Stratford is deemed to receive broadcasts from CJCS.

## **Clause 17 - Cost of Living Allowance**

17.01 A Cost of Living Allowance will be made for each employee. The effective date of any adjustment shall be the pay period following publication of the Consumer Price Index by Statistics Canada for February, May, August and November.

17.02 The Consumer Price Index (1986) figure as a floor in this Agreement shall be the June 30, 1994 figure as published by Statistics Canada in July 1994. The annual trigger for Cola will be after a 3.75% increase and based upon a bonus of one cent (1 cent) per hour for each full 0.148 point rise in the C.P.I. as set out in Article 17.04.

17.03 If the index level remains at the June 1994 level or drops below that level, there will be no allowance made.

17.04 If there is a rise in the Index a bonus will be paid of one cent (1 cent) per hour for each full 0.148 point rise in the C.P.I.

17.05 Adjustments will be made upward or downward as indicated by the Index, with no bonus being paid in the event of a decline in the C.P.I. to or below the June, 1994 figure.

17.06 The Cost of Living Allowance provided for herein shall be an "add-on" and shall not be incorporated into wage rates for computation of overtime premiums until July 1, 1994, 1995 and 1996 respectively.

## **Clause 18 - Insurance**

18.01 The Company will pay the full amount of the cost of life insurance, sickness and accident (weekly indemnity) premium and equivalent semi-private premium for every seniority employee. The insurance carrier will deduct income tax from the sickness and accident (weekly indemnity) benefit payments.

18.02 The Company will pay the premiums to provide an Extended Health Care Plan for seniority employees which will contain the following:

- a) Allowance for prescription Glasses of two hundred dollars (\$200.00) every 24 months.
- b) A prescription Drug Plan where employees pay thirty-five (\$.35 cents) per prescription. Prescription drugs are defined as drugs available only through a prescription.
- c) Employees to pay ten dollars/twenty dollars (\$10.00/20.00) deductible for the Extended Health Care Plan.

18.03 Effective April 1, 1975, the Weekly Indemnity Insurance shall provide sixty-six and two thirds percent (66-2/3%) of the employee's basic earnings including C.O.L.A. to a maximum equal to the level of the Unemployment Insurance Act Benefits and payable on a 1-1-8-20 basis, i.e., payable from the first day of non-compensable accident, the first day of non-compensable hospitalization as an "in patient" as defined in the Health Insurance Act of Ontario and the eighth (8th) day of non-compensable sickness, payable for a maximum period of twenty (20) weeks. Weekly indemnity shall also be payable in accordance with the foregoing from the first day of a "day care surgical procedure" which requires the employee to be absent from work.

For the purpose of determining the amount of the Weekly Indemnity to which an employee is entitled, the Weekly Indemnity will be established in accordance with the employee's basic earnings including C.O.L.A. twice yearly, at January 1st and July 1st.

In consideration of the fact that the Company is herein providing benefits equal to the level required by the Unemployment

Insurance Act for qualifying for premium reduction, the parties hereto agree that the Company shall be entitled to retain the full amount (i.e. twelve-twelfths (12/12) of the premium reduction granted by the Unemployment Insurance Commission).

18.04

(a) the amount of life insurance shall be as follows:

Effective July 1, 1997 -- \$26,000

Effective July 1, 1998 -- \$27,000

Effective July 1, 1999 -- \$28,000

The amount of Accidental Death and Dismemberment insurance shall be as follows:

Effective July 1, 1997 -- \$26,000

Effective July 1, 1998 -- \$27,000

Effective July 1, 1999 -- \$28,000

(b) Employees can elect to continue their life insurance for three (3) months from the first day of the month following lay-off or leave of absence, by payment of the insurance premium. At the end of this period, the employee has the privilege of converting his Group Life Insurance (all or part) into an individual policy. No medical examination is required, however premium rates are applicable to his present attained age.

18.05 The Company will provide a dental plan equivalent to the existing Aetna dental Plan. Employees to pay ten dollars/twenty dollars (\$10.00/\$20.00) deductible. Then dental plan will be based on the following Ontario Dental Association fee schedule:

Effective July 1, 1997 -- 1996 Fee Schedule

### **Clause 19 - Contract Amendments**

19.01 Notwithstanding the foregoing, any change or amendment in the terms of this Agreement other than the provisions relating to its term of operation, may be negotiated only by mutual agreement in writing between the Company and the Plant Committee.

### **Clause 20 - Pension**

The Company agrees with the Union that it Will establish and maintain the Pension Fund on an actuarial basis during the term of this Agreement or of any renewal thereof.

**As** used in this Agreement,

- (a) The term "employment" means the status of a person who is employed by the Company in the bargaining unit hereinafter defined during all times he is enrolled on its factory payroll.
- (b) The term "employee" means any person who has been employed by the Company and has not lost seniority according to the provisions of this Pension Plan.
- (c) The term "collective bargaining agreement" means the collective bargaining agreement between the company and the Union dated December 1, 1984.
- (d) The term "bargaining unit" means the unit of employees defined in the collective bargaining agreement.
- (e) The term "credited service" means the service of an employee which has been and remains credited to him or

would be credited to him if re-employed after lay-off in accordance with the provisions of Article II of Part I hereof.

(9) The term "normal retirement date" means the first day of the month coincident with or immediately following the employee's 65th birthday.

(g) The term "pensioner" means a person who has retired and has become eligible for a pension under ~~Part~~ Part I hereof.

(h) For the purpose of this Agreement, "total and permanent disability" shall be defined as the total and apparently permanent disability which prevents the employee from performing his duties of employment due to a physical or mental impairment as certified in writing by a qualified medical physician licensed in Canada.

(i) The term "the effective date of pension plan" means the 1st day of December 1956.

(j) The term "pension plan" means the non-contributory pension plan as set forth in ~~Part~~ Part I hereof.

## **PART ONE - PENSION PLAN**

### **ARTICLE 1 - Eligibility for Retirement and Amount of Pensions**

#### **SECTION 1 - (A) -Normal Retirement**

The amount of monthly pension payable to a Member at normal retirement date pursuant to the provisions of the Pension Plan shall be equal to the following:



Effective July 1, 1997, \$20.15 per month multiplied by the years of credited service.  
(See Memorandum of Agreement).

If an employee with the consent of the Company continues as an active employee beyond his normal retirement date, he will receive additional credited service until his actual retirement or until he reaches the age of 71, whichever is the earlier date.

An absent employee will be eligible to receive the above pension:

- (a) if he is absent from work at a pensionable age, and his absence is due to sickness or accident.
- (b) or, if he has been absent from work because of layoff for not more than three (3) years at his retirement.

**SECTION 1 - (B) Early Retirement**

An employee is permitted to have his pension start as early as ten(10) years before normal retirement date, provided he has completed two (2) years of credited service.

To do this, an employee must give notice to the Company in writing prior to the early retirement date selected.

If he elects to retire early under this provision, he will get less than if he retired at his normal retirement date. The following table shows the percentage of normal retirement pension which would be payable on early retirement.

Years Before Normal Retirement	Percentage of Normal Retirement Vested Pension
1	95%
2	90%

3	<b>85%</b>
4	80%
<b>5</b>	<b>75%</b>
6	<b>70%</b>
7	65%
8	60%
9	<b>55%</b>
10	<b>50%</b>

**SECTION 2 - Total and Permanent Disability Retirement**

- (a) **An** employee who becomes totally and apparently permanently disabled while in employment on or after the effective date of Pension Plan and prior to his normal retirement date and who, at the time of occurrence of total and apparently permanent disability, has 10 or more years of credited service shall be eligible for a disability pension.

The amount of monthly pension payable to a Member retiring under this section shall be equal to the amount payable upon normal retirement as outlined in SECTION 1 (A).

Such pension shall be payable during the continuance of total and permanent disability in accordance with SECTION 2 (b) of Article III of this part. **An** employee may qualify for a pension under the disability section or the normal section but he cannot collect under both plans.

- (b) Any person on disability retirement shall be required to submit to a physical examination at any time during such retirement up to his normal retirement date for the purpose of determining his condition, whenever such examination shall be requested by the Company, but not more often than twice in any calendar year after total and permanent disability has been established. Any person

who shall refuse to submit to any physical examination properly requested in accordance with the provisions of the Subsection 2(b) shall have his disability retirement suspended until he does submit to such physical examination.

(c) Any employee applying for a disability pension shall submit a report from his own physician substantiating such claim. He will also submit to one or more physical examinations by a physician selected by the Company. In the event that the findings of these physicians are not in agreement, the employee will submit to a physical examination by a third impartial physician. The written decision of the majority of the physicians shall be final and binding. An employee who in accordance with the provisions of this Subsection 2(c) shall have his application for a disability pension suspended until he does submit to such physical examination.

(d) If, after his retirement on disability retirement but before his normal retirement date, a person shall cease to be totally and permanently disabled or if he shall engage in any substantially gainful occupation or work, his disability retirement may be terminated at the Company's option and, if so terminated by the Company, shall be rehired in a capacity consistent with his seniority and his physical and mental ability, provided he promptly applies for such work. The term "seniority" as used in this Subsection 2(d) means the seniority he had accrued on the date of his first pension payment.

(e) An employee retiring with Disability Pension under the Company's non-contributory pension plan before attaining age sixty-five(65), will have his life insurance carried in the amount in effect at the time of his disability retirement until the first of the month following attainment of age sixty-five(65), then reduced to three thousand dollars(\$3,000.00) and the Company will pay the premium.

### SECTION 3 - Employee Vesting Rights

In addition, each and every employee whose employment is terminated after January 1, 1993 shall have an equity or vested interest in the pension earned under the Plan after completing two (2) years of credited service.

The vested interest or equity shall build up or be increased according to the employee's years of credited service. Thus in the event of termination of employment (by quitting, discharge, or lay-off for a period greater than three years-Article II, Credited Service), the employee shall have vested rights as follows:

- a) A paid up pension commencing at his normal retirement date at the normal retirement amount outlined in SECTION I (A).
- b) An early pension commencing within 10 years of his normal retirement date. To do this an employee must give notice in writing to the Company prior to the selected early retirement date. Obviously, the amount he will get will be less than if he retired at his normal retirement date and is equal to the normal retirement pension earned to his termination of employment date multiplied by the discount percentages outlined in the table under SECTION I (B).
- (c) A terminated vested member of the Plan may elect to transfer the lump sum commuted value of his pension benefit to either a locked-in R.R.S. P. or the registered pension plan of a successor employer, provided the administrator of the successor plan agrees to accept the locked in transfer.

## ARTICLE II

### SECTION 1 - Credited Service

- (a) An employee's credited service shall be equivalent to his continuous service with the Company as it appears on his service records maintained by the Company. The parties assume that the continuous service records of the Company conform to the terms of the said collective bargaining agreement and the Company shall continue to maintain its records in the same manner.
- (b) The records of the Company shall be presumed to be conclusive of the facts concerning the service, employment, non-employment of an employee, and absent employee, pensioner or applicant for a pension, unless shown beyond a reasonable doubt to be incorrect subject to clause 5 and 6 of the Collective Bargaining Agreement. An applicant for pension or pensioner shall prove his age by evidence satisfactory to the Company.

### SECTION 2 - Death Benefits

- (a) In the event of a Member's death before Retirement Age but after his Termination of Employment, and who has not elected the transfer option as outlined in SECTION 3, Vesting Rights or
- (b) In the event of a members Death before Retirement Age but while employed by the Company

Shall be entitled to a death benefit equal to the lump sum commuted value of the portion of the pension earned since January 1, 1987 and which shall be payable from the Pension Plan to the Members spouse and if none, to the deceased Member's beneficiary or estate.

On and after attainment of Normal Retirement age, life insurance will be reduced to three thousand (\$3,000.00) the first of the month following the date of retirement, the Company paying the full amount of the premium.

### **ARTICLE III - Payment of Pensions**

#### **SECTION 1 - Net Amount Payable**

No employee, absent employee or pensioner shall be entitled to a pension under the Pension Plan except as expressly provided in this Article III.

#### **SECTION 2 - Date of Payment**

- (a) The pension payable to a Pensioner on normal, early or deferred retirement shall become payable on the first day of the month coincident with or immediately following his date of retirement; and it shall be payable on the first day of each thereafter during his lifetime.
- (b) The pension payable to a person on disability retirement shall become payable if he shall then be living on the first day of the month next following the latest of:
  - (1) the date on which he shall have filed an application for such pension with the Company on a form supplied by the Company
  - (2) the date on which the written medical certification as outlined in Section 2, Total and Permanent Disability Retirement was received and approved by the Company.
- (c) An employee, who retires shall be entitled to elect in lieu of the normal life only pension, a pension of actuarially equivalent value payable for life with a 5 year guarantee, payable for life with a 10 year guarantee, payable for life

with a 15 year guarantee, payable for life on an integrated with government pensions basis, or payable on a joint and survivorship basis. A retiring member with an eligible spouse is required under the Ontario Pension Benefits Act to elect the joint and survivor 60% continuation option of pension unless the spousal pension rights are waived in writing by the spouse. Such election must be made 30 days before retirement.

#### **ARTICLE IV - Administration**

The Company shall have the sole responsibility and authority consistent with the provisions of this Agreement for the operation and administration of the Pension Plan, subject to Clause 5 and Clause 6 -Grievance Procedure of the Collective Bargaining Agreement. The Company shall provide the members with such information, statements and forms as required under the Ontario Pension Benefits Act.

#### **ARTICLE V - Financing**

##### **SECTION 1 - Pension Fund**

- (a) The Company shall establish and maintain a Pension Fund sufficient to provide the pension benefits under this Pension Plan. This fund shall be established and maintained by the purchase of deferred or immediate annuities pursuant to the terms of a contract or contracts with a licensed insurance company or companies, or by the establishment of a trust, or in case both methods are used, in either case, such fund shall be of an amount estimated on a sound actuarial basis to be sufficient to pay all pensions awarded to pensioners on their respective retirement dates under the Pension Plan. The Pension Fund shall be administered and invested in compliance with the requirements under the Ontario Pension Benefits Act and the Income Tax Act.

(b) The Company shall make a contribution for pension purposes to the Pension Fund in an amount sufficient to purchase the amount of pension as set forth in Article I of this Part 1, in the amount as recommended by the actuary of the Pension Plan and in compliance with the Ontario Pension Benefits Act and the Income Tax Act.

**SECTION 2 - Disbursement from the Pension Fund**

The Company shall serve as the administrator of the Pension Plan and Fund and shall authorize all disbursements from the Pension Fund in accordance with the Pension Plan. No active or terminated employee shall have any right to any assets from the Pension Fund prior to retirement, death or termination of employment.

**SECTION 3 - Pensions Payable Solely from Pension Fund**

The Pensions which shall be payable in accordance with the provisions of the Pension Plan shall be paid solely from the Pension Fund as described in Section 11 hereof, and each Employee, Absent Employee or Pensioner or other person who shall claim the right to any payment under the Pension Plan shall be entitled to look only to the Pension Fund for such payment, and no liability for the payment of pensions under the Pension Plan shall be imposed upon the Company or the officers, directors or shareholders of the Company save to the extent to which the Company shall fail to carry out the provisions of Section 1 of Article V.

**SECTION 4 - Non-Alienation of Benefits**

The benefits provided under this Pension Plan are for the benefit of the Plan members and, to the fullest extent permitted by the laws applicable, shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge or to attachment or legal process for debts of the person receiving such benefits. In compliance with Ontario



family law and the Ontario Pension Benefits Act, the benefits provided under this Pension Plan may be divided between a member and his spouse in the event of a marital breakdown in a manner as required under such legislation.

**PART TWO - GENERAL PROVISIONS  
-PENSION PLAN**

**ARTICLE 1**

**SECTION 1**

No employee shall be required to make any contribution to this Pension Plan

**SECTION 2**

The service of any employee who shall retire under the pension plan shall cease for the purpose of applying the provisions of any Collective Bargaining Agreement now or hereafter in effect between the Company and the Union except to the extent that such agreement may refer to the Pension ~~Plan~~.

**SECTION 3**

The establishment of the Pension Plan shall not give any employee any additional rights to be retained in the employment of the Company; and all employees shall remain subject to discipline, discharge or layoff subject to the terms of the Collective Agreement to the same extent as if such plan had not been put into effect.

**SECTION 4**

The Union shall be furnished with such pertinent information as it may request from time to time concerning the operation and administration of the Pension Plan, and awards thereunder, inso-

far as it affects (1) employees, (2) applicants for pension who are represented by the Union and (3) other Pensioners.

### **PART THREE - TERM OF AGREEMENT**

#### **ARTICLE 1**

If at any time during the term of this Agreement it shall be necessary or appropriate to make any revision of this Agreement in order to obtain or retain tax approval, by the relevant tax authorities, the Company may *make* such revision retroactively or otherwise with the consent of the Union.

#### **ARTICLE 2**

This Agreement constitutes a full settlement of all retirement and pension demands of the Union for its duration, and during the term hereof, neither the Union nor its representative shall make any demand that this Agreement be changed in any respect or terminated or that a different Pension Plan be established for the employees than is set forth under the provision of Section I of Article 1, Part One hereof.

### **CLASSIFICATIONS**

#### **999. Lead Hand**

Will perform his duties under the direction of the departmental Supervisor such as: assignment of **work**, set up of tools, dies and fixtures on machines, machine adjustments, job set ups, material procurement and minor repairs, maintaining quality and production standards, inspection, training of plant personnel, packing and shipping, processing necessary records for production, inventory and product identification, assist in planning, scheduling and

machine loading. May do any or all of the operations within his department. Will perform other duties as are assigned.

## **DEPARTMENT 91**

### **2008. FORK LIFT TRUCK OPERATOR**

Required to perform timely material delivery, transfer or consolidation using all forms of material handling equipment (including fork lift trucks; designated personnel will operate receiving by crane) as well as the proper recording of said material movement utilizing appropriate inventory control administration devices/procedures prescribed by Dominion Controls. Perform other related duties as are assigned.

## **DEPARTMENTS 300, 320**

### **3203. Machine Operator**

Required to operate production machines such as stranders, flat wire conduit, spoolers and outer wraps, and ferrule wrap and strand choppers, etc., for the manufacture of strand and conduit. Will make machine adjustments for proper dimensional and quality control of product, and work to normal production standards. Loads and unloads spools of wire and finished strand or conduit and cut lengths. Records and identifies product. Will perform such other related duties as are assigned.

### **3303. Extruder-Moulder Operator**

Must perform all operations necessary to: set up; die change; adjust; run production; clean and perform running maintenance on: moulders, extruders, and auxiliary equipment within the scope of operation manuals, standard operating procedures, production standards and quality assurance of production to design intent, and perform such other related duties as are assigned.

**Primary Operator A**  
**Primary Operator B**

(See Memorandum of Agreement-Organizational Change)

**3005. Cable Assembly - A**

Required to do trucking for parts, process work and finish cable assemblies for automotive, marine and agricultural and industrial products. Required to do work on rotary swedging machines and some cable assembly work. Will install blown rubbers on conduit as required. Packs, bundles and identifies cable assemblies for shipment. Will work to normal production standards. Will perform such other related duties as are assigned. Will perform all other cable assembly duties including those performed by Cable Assembly B.

**3006. Cable Assembly - B**

Required to assemble fittings to strand and conduit using presses and extruding machines, and to shape strand, conduit and fittings using cutters, deburring and grooving machines, and other similar production processes. Assemble cable and component parts, does cable greasing and packs individual cables in boxes as required. Will use production testing machines on finished assemblies. Installs loose rubbers and blown rubbers on strand and conduit, not to exceed a steady force of seventeen (17) pounds (8kg). Will work to normal production standards. Will perform such other related duties as are assigned.

**MAINTENANCE 141**

**1401. Machinist**

Required to set up and operate lathes, shapers, drills, planer, millers, grinders and other allied machine shop equipment, and do necessary fitting and bench work. Required to build new and

repair production tooling, dies and machine parts from blueprint or sketch and work to close tolerances. Will dismantle and repair machines, including rebuilding and making parts and assemble work. Will perform such other related duties as are assigned.

### **1402. Electronic Technician/Industrial Electrician**

Required to repair and maintain electrical equipment, identify and repair electrical faults, install wiring and controls for new and existing equipment, trouble shoot, remove and install electric motors repair and overhaul timing, switching and phase shift circuits, solid state and conventional industrial controls. Will be required to utilize scopes, oscillograph and other electronic and electrical test equipment, read blueprints and schematic drawings. Will perform other duties as assigned.

### **1403. Mechanical Maintenance**

Required to work on a widely diversified line of production machines and plant equipment, using skills such as scraping and fitting, dismantling and assembly of machinery and components, drilling, shaping and cutting operations. Required to have a working knowledge of operations and repair of steam, air and hydraulic equipment. Will manufacture and install steel fabrications from blueprint or sketch, including safety equipment. Required to do pipe fitting, wood-working and moving of machinery and equipment with full working knowledge of proper safety procedures. Will perform such other related duties as are assigned.

### **1405. Utility**

Required to do in-plant cleaning of factory floors, factory offices and lunch room using hand tools, power sweeper and power scrubber. Will clean machinery and floor drains as required and will assist maintenance trades for moving and han-

dling supplies, machinery, etc. Will perform such other related duties as are assigned.

#### **1407. Storekeeper**

Required to rearrange and label stock and keep necessary records to maintain and control the complete maintenance inventory. Responsible to order general supplies and necessary repair parts to maintain stock at established levels. Maintain catalogues, spare parts records and all ordering information. Will be familiar with catalogues and suppliers so that he can fill specific needs.

Will be required to identify all machine repair parts, tooling, fluid power components and general supplies under his control. Must basically understand drawings and prints and be able to order from bills of material.

Will issue and receive non-consumable supplies such as taps, dies, hand tools, etc. Will maintain the security of the tool crib and control the issue of consumable stores. Will use equipment to prepare general tooling and to maintain issued tools. Will perform such other related duties as are assigned.

Candidate should be a graduate of a four (4) year Trades and Technology program, or will have demonstrated a strong mechanical aptitude.

#### **1408. Assistant Storekeeper**

Required to assist in the recording, receiving and issuing components and stock. Must maintain tool steel records and will use equipment to prepare general tooling, maintain issued tools, and for cutting materials. Will issue and receive non-consumable supplies such as small tools, taps, dies, etc., control the issue of the consumable stores, will maintain good housekeeping and safe

working practices, and will perform such other related duties as are assigned.

## MEMORANDUM OF AGREEMENT

1. Length of time to effect a move after a claimant has been advised that he is accepted on a job posting -

It is intended that a move will be made within ten (10) days after advising a claimant that he is accepted on a job posting, providing that his move does not result in one (1) or two (2) additional job postings. In such a case all moves will be made on the Monday following the completion of the last job posting. It is expected that all postings will be filled in less than the stipulated time, however, if circumstances require additional time, the Plant Committee Chairman will be so advised.

2. Payment of fringe benefits for employees on lay-off

(a) in the event of lay-off, each affected seniority employee shall be given written notice three (3) working days prior to the notice taking effect. In the case of employees absent on sick leave, notice of layoff will be sent by registered mail.

(b) Sickness and accident benefits will continue to the employee *on* sick leave at the time of lay-off for the duration of the period of illness or until sickness and accident benefits are exhausted, whichever first occurs.

## MEMORANDUM OF AGREEMENT

The Company undertakes to deduct from each seniority employee, with the employee's written approval, a predetermined fixed amount of money in \$5.00 (five dollar) increments (\$5, \$10, \$15, \$20, etc) per week. This money would be held in trust and

repaid, in whole, to the employee June 1 of each year. Deductions will begin September 1 of each year. Exceptions to withdrawals of funds will be made for employees who lose seniority or are placed on layoff status. Incremental deductions will be established September 1 of each year and may only be adjusted September of each year.

#### **MEMORANDUM OF AGREEMENT**

No jobs will be contracted out without thorough discussion between Management and the Union Committee, with the understanding that all jobs that can conceivably be done in-house shall be done in-house by bargaining unit employees.

#### **MEMORANDUM OF AGREEMENT**

The employer agrees to supply the Union with a copy of the W.C.B. Form 7 as soon as it has been completed.

#### **MEMORANDUM OF AGREEMENT**

If, after submitting an uncontested Form 7 to the W.C.B., there is a delay of more than one month on the part of W.C.B. in providing appropriate compensation to the injured employee, *the* Company will agree to provide bridge compensation for the employee up to the time the employee receives direct payment of compensation from W.C.B.

The employee will agree to repay all bridge compensation to the Company at the time the W.C.B.'s first payment arrives in the hands of the employee.

Any and all indebtedness resulting from this bridge financing shall be guaranteed to the Company jointly and severally by the Union and the employee.



## **MEMORANDUM OF AGREEMENT**

During the course of negotiations amendments were made to Article 14.02 allowing for increased leave of absence for Union business. During the negotiations, Company representatives expressed their concern about leaves of absences affect on production particularly where insufficient notice of such leave is given. The Union has assured the Company that consistent with Article 14.02 it will give as much notice as possible. It is agreed that in the event that issues arise during the life of the agreement relating to the issue of adequate notice of leaves and the affect of such leaves on the Company's ability to meet production requirements the parties will co-operate to find solutions.

## **MEMORANDUM OF AGREEMENT**

Employees in the skilled trades may be required to reschedule lunch and break periods in the interests of maintaining production, taking their lunch/break upon completion of the critical work.

## **MEMORANDUM OF AGREEMENT**

During the course of negotiations the Union raised concerns about the application of Cable Assembly "A" (A Classification) and Cable Assembly "B" (B Classification).

The parties have agreed to clarify the practices regarding these classifications as follows:

1. A Classification Committee will be established within thirty days of the signing of this Agreement. The Committee will consist of three members of management

selected by the Company and three Union representatives selected by the Union. The Committee will meet with the objective of reaching agreement on which work stations involve work which can be performed by employees in the "B" classification.

2. It is agreed that where all the work stations of a cell involve work which can be performed by employees in the "B" Classification, all employees assigned to that cell will rotate through all work stations.
3. It is agreed that on work cells staffed entirely with employees in the "A" Classification, all employees assigned to that cell will rotate through all work stations.
4. It is agreed that on work cells which have work stations which involve work which is not performed by employees in Classification "B" where employees from both classifications are assigned to the cell, employees in Classification "A" assigned to the cell will rotate through work stations with other "A" employees and employees in Classification "B" assigned to the cell will rotate through work stations with other employees in Classification "B".

### **MEMORANDUM OF AGREEMENT**

The Company will pay a two hundred dollar (\$200.00) tool allowance to employees in skilled trades classifications. Such tool allowance will be a one time pay out on July 17, 1997.

## MEMORANDUM OF AGREEMENT

### Pension Plan

During the course of negotiation an issue arose between the parties as to what level of benefit improvement in the pension plan was possible without additional cost to the Company. The parties agreed to resolve this issue as follows:

- 1) Pension benefit levels will be adjusted effective
  - July 1, 1997
  - July 1, 1998
  - July 1, 1999
- 2) Pension benefit level adjustments will be determined based on actuarial valuation filed with the government for the year ending November 30 of the year prior to each July 1. The benefit level improvement effective July 1, 1997 will not be less than \$1.65.
- 3) The methods and assumptions used in the actuarial valuation for the year ending November 30, 1993 will be followed in subsequent years.
- 4) The Company's actuaries will provide a copy of the actuarial valuations to the Union's actuaries and co-operate in providing information to the Union's actuaries.
- 5) The pension benefit level adjustments will be determined after the deduction of any amounts necessary to meet the Company's yearly contributions obligations to the plan. the intention being that pension benefit level adjustments will only occur if there is sufficient surplus so that no contributions are required by the Company to the plan

## MEMORANDUM OF AGREEMENT

### Organizational **Change**:

During the course of negotiations the Company discussed the need for change in the organization of work and the introduction of new technology to meet the requirement for improved productivity and quality.

The Company advised that during the life of the Collective it Agreement it intends to:

1. Purchase new equipment for cable production.
2. Reorganize the physical layout of the plant to provide for greater integration of activities now carried on in departments 300 and 320.
3. Reorganize the workforce to reflect the reorganization of the physical layout of the plant and the need for a greater integration of work activities.

It is understood that in the event that the Company accomplishes its intentions with regard to new equipment purchase and physical reorganization the following will occur:

1. Employees currently performing work on the strip and chop, coilers and conduit extruders will be organized into work cells. Employees in these cells will be classified as Primary Operator **A**, which will have a rate in accordance with the Schedule of Rates. While employees will be assigned responsibility for particular machines with the cell, they will be expected to **work** with other employees in the cell to assist them when necessary with the objective of all employees within the cell becoming competent on the operation of all equipment in the **cell**.

2. Employees in the new work cells will be provided with training on equipment where they have not already been trained on such equipment.
3. At the time the new work cells are created the jobs available in the cell will be posted. Employees in the department who work on the equipment to be included in the new cell will be given preference in filling such vacancies.
4. Prior to the creation of the new cell and the posting of vacancies the Company will provide an orientation session for affected employees dealing with the responsibilities of employees working in the cell and the manner in which the cells are expected to work as well as a description of the training program which will be provided to employees.
5. An organization Transition Committee will be established within thirty days of the signing of this Agreement. The Committee will consist of three members of management selected by the Company and three Union representatives selected by the Union. The Committee will meet as the parties feel is necessary to deal with issues relating to the organizational transition described in this letter including training issues and employee orientation. The Committee will also act as a forum for the discussion and resolution of problems arising out of the transition. The Company and the Union agree to co-operate with each other to ensure the objectives of the above are met.

The Company anticipates that the foregoing will occur over the life of the current Collective Agreement. In addition to the organizational change described above the Company intends to introduce an additional change shortly after the execution of the Collective Agreement. This change is necessary in order to provide the appropriate environment for the introduction of an additional G.C.R. machine. In order to accomplish this change the following will occur:

1. Employees currently performing work on the GCR, Strip and Chop, and Strand Extruder will be organized into a work cell. All employees in that cell will be classified as Primary Operator B which will have a rate in accordance with the Schedule of Rates. Employees while they will be assigned responsibility for particular machines will be expected to work with other employees in the work cell to assist them when necessary with the objective of all employees within the cell becoming competent in the operation of all equipment in the cell.
2. The other provisions of this letter will apply to the introduction of this change.

It is recognized that when a layoff is required the Company shall layoff affected employees pursuant to Clauses 7.12 and 7.13 of the Agreement. It is recognized that the parties have an interest in the protection of employee seniority rights during the period of transition to full implementation of the new organizational structure described in this letter of understanding. To protect this interest during this transition period, it is understood that should employees be laid off from the Primary Operator "A" and Primary Operator "B" classifications they may displace a junior employee in the department provided their skill and training level within the job classification is equal to that of the junior employee.

### **MEMORANDUM OF AGREEMENT**

During the course of negotiations the Union raised concerns about employees in department 320 being denied overtime because they had not been trained to operate certain machines which fall within their classification. In order to respond to these concerns the Company and Union have agreed to the following:

1. Effective **January 1, 1998** an employee in Department 320 who has been in a classification continuously for one year or more will be considered qualified and will not be

denied overtime on the basis he is not qualified to perform the overtime work which falls within his classification.

2. Paragraph 1, will not apply to an employee **who** has had an opportunity to train on machines which fall within his classification and has declined to take advantage of that opportunity. This paragraph shall not be interpreted as an indication that employees are free to choose whether or not to train on the operation of existing or new equipment.
3. Where new equipment is introduced into the plant the Company and the Union will meet and discuss how long a training period will be required before the provisions of paragraph 1 above will apply to that new equipment.

**For the Union**

Steve Vodi  
Raymond Oesch  
Keith Henhoeffler  
Wayne Billing  
Don Sheardown  
David Graham

**For the Company**

Colin R. Hemming  
Jim Wakefield  
Christa Pynenburg

Dated at Stratford, Ontario this 25th day of June 1997.