

Collective Agreement

between

The Tarxien Co. Ltd

and

National, Automobile, Aerospace and Agricultural Implement Workers Union of  
Canada (CAW-Canada)  
And its Local 1090

Begins:  
07/27/1995

Terminates:  
05/31/1998

11468 (01)

THIS AGREEMENT made and entered into the 28th day of July, 1995

BETWEEN:

THE TARXIEN CO. LTD.,,  
a Company incorporated under the laws of  
Canada,

(hereinafter referred to as "the Company")

OF THE FIRST PART

- and -

NATIONAL AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS UNION OF CANADA  
(CAW - CANADA) AND ITS  
LOCAL 1090

(hereinafter referred to as "the Union")

OF THE SECOND PART

WITNESSETH that the parties  
hereto mutually agree as follows:

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**ARTICLE 1****GENERAL PURPOSE**

- 1.01 The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Company and the employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to eliminate interruption of work and interference with efficient operations of the Company's business, and to maintain fair wages, hours and working conditions for the said employees. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior Agreements, if any, between the parties hereto.

**ARTICLE 2****EXCLUSIONS**

- 2.01 The term “employee” as used in this Agreement includes all employees of the Company with the following exceptions who will not be covered by this Agreement: office employees, plant protection personnel, superintendents, foremen and all other employees above the rank of foremen.

**ARTICLE 3****BARGAINING AGENCY**

- 3.01 The Company recognizes the Union as the sole collective bargaining agent for all such employees described in paragraph 2 hereof and who are not otherwise excluded by this Agreement.
- 3.02 The Company will pay the cost of lost wages for the bargaining committee when meeting with the Company for the purpose of negotiating of a new collective agreement.

## ARTICLE 4

### COLLECTION OF UNION DUES AND INITIATION FEES

- 4.01 All employees covered by the terms of this agreement, will be required to complete and sign a Union Membership Application and Authorization for check off of dues and initiation fee (Form A230-86), supplied by the union, and shall remain members of the union as a condition of employment.
- 4.02 All present employees of the Company shall pay union dues and initiation fees as a condition of employment. All new employees hired shall also, as a condition of employment, have deducted from their pay the monthly union dues, or an equivalent sum, and shall, at the completion of the probationary period, have deducted from their pay the union initiation fee, which will be checked off by the Company.
- 4.03 a) The amounts so deducted shall be, two hours and twenty minutes at straight time\* per month plus **fifty cents (50¢)**, after having received 40 hours pay during a calendar month.



\*Straight time is the hourly rate that is paid in the payroll period in which the dues are deducted, and also include any other amounts considered regular pay. Excluded are shift premiums, overtime premiums, week end and Statutory Holiday premiums.

b) Union dues are payable when the employee receives vacation pay, holiday pay, jury duty and bereavement pay. Employees in receipt of Sickness and Accident or Workers Compensation Benefits are exempt from paying Union Dues.

- 4.04 The Company agrees to forward to the Financial Secretary of Local 1090 by cheque each month, not later than ten (10) working days following completion of the first full week of the month from which deductions were made, the total amount deducted and also a list of the employees from whom the deductions were made and who were not checked off and the reason.
- 4.05 The Financial Secretary of Local 1090 will notify the Company of any change in the amount of Union dues and/or initiation fees, that may from time to time take place in line with constitutional requirements.

**ARTICLE 5**

**NON-DISCRIMINATION AND  
INTERFERENCE**

- 5.01 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offenses, marital status, family status, handicap, or sexual orientation in accordance with the Human Rights Code of Ontario.
- 5.02 The Company will not discriminate or intimidate against an employee because of his membership in or activity on behalf of the Union, as provided by law and elsewhere in this agreement.

**ARTICLE 6****SER OF ANY RIGHTS**

- 6.01 The Union acknowledges that the Company has and will retain the exclusive right to manage the business in which it is engaged, except as such right may be modified by the terms and conditions of this Agreement.
- 6.02 Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, promote, demote, transfer, suspend, discipline and discharge for just cause any employee, subject to the right of the employee to submit a grievance;

- (c) operate and manage its business in all respects, in accordance with its obligations, and to make and alter, from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement;
- (d) determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, types and locations of machines and tools to be used, process of manufacturing and assembling the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced;
- (e) the Company agrees that these functions will be exercised in a manner consistent with the terms and provisions of this Agreement.

**ARTICLE 7****STRIKES AND LOCK-OUTS**

- 7.01 The parties hereto agree that there shall be no strike or lock-out, as defined in the **Labour Relations Act**, R.S.O. 1980, c.228 as amended, during the currency of this Agreement.

**ARTICLE 8****SENIORITY**

- 8.01 The Company and the Union agree that seniority shall prevail on a plant-wide basis. A seniority list shall be posted every six (6) months. The Union shall be furnished with a copy of such seniority lists.
- 8.02 New employees shall be regarded as probationary employees and establish seniority after forty-five (45) days at work with the Company, after which they shall be placed upon the seniority list **as of** the original date of the hiring. Notwithstanding this, if an employee completes forty-five (45) days worked in any twelve consecutive months he/she will acquire seniority which will date back forty-five (45) working days from the date he/she established seniority. The six months increase will be, six months from the established seniority date. Note, this does not apply to students.
- 8.03 A master seniority record will be kept by the Company and the Plant Committee may have access to this record at any reasonable time during office hours. The Company shall furnish revised seniority lists as required, but no more often than once in three (3) months.

8.04 In the case of promotions, demotions, transfers, layoffs, and recalls, they shall be made in accordance with the seniority standing of employees, provided the senior employees are qualified, capable and available to perform the work required by the Company.

8.05 Any employee presently in, or who has been in what is now the bargaining unit and transfers to a supervisory position or any position outside the bargaining unit directly connected with the operation of the plant and who has had at least sixty (60) days service in the bargaining unit, or what is now the bargaining unit, and returns or is transferred to a job within the bargaining unit upon reinstatement he shall be offered any vacancy which might exist for which he is qualified and for which his seniority would entitle him, failing that he may displace the least senior person in the plant whose work he is qualified to perform and provided his regained seniority is greater.

No credit for seniority will be granted for time spent in such supervisory or other position.

- 8.06 **Any employee who suffers a serious injury or impairment from his/her employment with the Company resulting in major disability, and is unable to continue working at his/her previous position is eligible, but with no guarantee, for placement in a suitable position for which he/she is then qualified and capable of performing in accordance with his/her seniority.**
- 8.07 Placement of such an employee shall be with the mutual consent of the Company and the Union. Once so placed, seniority rating of other employees in respect of the said position shall be waived in favour of any such disabled employee.
- 8.08 Any vacancies, other than temporary vacancies, shall be posted and shall be awarded on the basis of seniority provided the senior employee is qualified, capable and available to perform the required work.



**ARTICLE 9****TERMINATION OF SENIORITY**

- 9.01 Seniority shall be considered broken if:
- (a) the employee voluntarily quits the employ of the Company;
  - (b) an employee is discharged for just cause and such discharge is not reversed through the Grievance Procedure;
  - (c) an employee overstays a leave of absence without reasonable cause for a period of three (3) days;
  - (d) an employee fails to report for work within a period of five (5) working days without reasonable cause;
  - (e) the plant shop committee shall be notified in writing of such discharges or terminations at time of issue;
  - (f) he/she retires.

**ARTICLE 10****RECALL**

10.01 When the Company recalls an employee, it shall notify such employee in accordance with his/her seniority rights, under the terms of this Agreement by telephone, confirmed by mail, addressed to the last address recorded for such employee in the records of the Company.

Should an employee fail to report to work in accordance with such recall within three (3) working days after such notification he/she shall be deemed to have quit the employ of the Company, unless such failure to report is due to reasonable cause.

10.02 Employees who have been recalled, shall be re-employed as they report for work. The Company shall be entitled to fill, on a temporary basis, any jobs available, pending the return of those having preferential seniority rights to recall. In the event that any employee reports to work pursuant to a recall by the Company as herein provided, such employee shall be entitled to complete the work shift for which such employee was recalled.

**ARTICLE 11****LEAVES OF ABSENCE**

- 11.01 **An** employee wishing to have a leave of absence shall make application to his Supervisor. Where a leave of absence is granted, the Supervisor shall advise the Company which shall advise the employee in writing of the terms of such leave of absence. No employee shall be granted a leave of absence to engage in a trial period of business or to work for another employer.
- 11.02 The Company agrees to grant leaves of absence to employees on compassionate grounds or in extenuating circumstances. The Company further agrees to grant vacation leaves of absence in conjunction with employees' vacations, where in the Company's opinion, production requirements will permit. The Company agrees to meet with the bargaining committee in order to resolve such requests based on seniority. The Company will grant leave of absences for verified illness in the immediate family for a period up to six (6) months. **An** employee on an authorized leave of absence will accumulate seniority during such absence. The Union will be informed of authorized leave of absences.

- 11.03 a) The Company shall grant a leave of absence to an employee on the seniority list required to be absent by reason of participation in Union activities provided that the Company is given sufficient notice. The parties hereto agree that the total periods for all such leave of absence for all employees shall not exceed sixty (60) calendar days in any one (1) contract year exclusive of paid education leave. The Union will give the Company two (2) weeks written notice of such paid education leave, which will be granted provided production requirements will permit. The parties hereto further agree that time spent in negotiations for a Collective Agreement shall not be included in computing the aforesaid sixty (60) day period. Any employee or employees granted such a leave of absence shall, upon the expiration thereof, be re-employed in his/her previous job at the prevailing rate of pay without affecting his/her place on the seniority list.
- b) The Company will grant a leave of absence, without pay and benefits, to an employee approved by the Union to hold full time Union position or office for the predefined term or period of such position. An employee covered by this clause will accumulate seniority only, during such leave of absence.

- 11.04 a) In the event of bereavement in an employee's family, an employee, if requested by him/her, shall be entitled to a leave of absence of up to three (3) working days to attend or make arrangements for the funeral. If he/she would have otherwise been required to work on one or more of the said three (3) days, the employee shall be paid for eight (8) hours for such day or days at his/her basic hourly rate. "Family" as herein referred to shall include spouse, child, parent, stepchild, brother, sister, grandparents, mother-in-law and father-in-law, grandchildren.
- b) In the event of bereavement of an employee's great grandparents, son-in-law, daughter-in-law, and current spouse's grandparents, an employee shall be entitled to one (1) day leave of absence with pay.
- c) Effective June 1, 1990, in the event of bereavement of an employee's brother-in-law or sister-in-law, an employee shall be entitled to one (1) day leave of absence with pay.

11.05 In the event **an** employee loses seniority under Article 9, as a result of imprisonment for up to one hundred and eighty **(180)** days, in connection with **an** offense arising out of the operation of a motor vehicle, the provisions governing loss of seniority, and the employee's seniority shall be reinstated. This provision shall be available on a one time basis for employees with one or more years seniority.

**ARTICLE 12****PLANT-WIDE LAYOFFS**

- 12.01 When, for any reason, it becomes necessary to reduce the working force in the plant, the Company shall prepare a list of those employees to be laid off and shall present the same to the Plant Committee twenty-four (24) hours prior to any such reduction of the work force and the following procedure shall apply:
- 12.02 Probationary employees shall be laid off first, thereafter employees will be laid off in accordance with their seniority, those with the least seniority being laid off first. Exceptions to the above procedure shall be made by mutual agreement between the Union and the Company. The Company shall endeavour to notify the employee or employees to be laid off as far in advance as possible.
- 12.03 Layoffs of one (1) week or less shall be done on the basis of seniority. When the Company can define a specific layoff period in excess of one (1) week, then an employee may exercise optional layoff within the classification affected.

- 12.04 When it becomes necessary to increase the work force after a layoff, the reverse of the above layoff procedure shall be followed before any new employees are hired. Those employees laid off shall be offered employment in order of seniority.
- 12.05 Prior to recall, the Company shall provide the Chairman of the Plant Committee with a list of those employees, in order of seniority, who will be recalled.



**ARTICLE 13****HOURS OF WORK**

- 13.01 Regular hours of work shall consist of forty (40) hours per week to be worked as follows:
- (a) regular day shift operation - 8:00 a.m. to 4:00 p.m., Monday through Friday inclusive - thirty (30) minute paid lunch period at times mutually agreed upon between the Company and the Union;
  - (b) two-shift operations - 8:00 a.m. to 4:00 p.m., - 4:00 p.m. to 12:00 p.m., Monday through Friday inclusive - thirty (30) minute paid lunch period at times mutually agreed upon between the Company and the Union;
  - (c) three-shift operations - 8:00 a.m. to 4:00 p.m., - 4:00 p.m. to 12:00 p.m., - 12:00 p.m. to 8:00 a.m., Monday through Friday inclusive - thirty (30) minute paid lunch period at times mutually agreed upon between the Company and the Union;
  - (d) It is understood and agreed that the shift arrangement as presently constituted shall be continued unless

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the amount of **work** required to be performed decreases, in which event the Company may eliminate one or more shifts. If at any time, one or more shifts are eliminated and it becomes necessary thereafter for the Company to reinstate such shifts owing to an increase in the amount of work, it is understood and agreed that the shift arrangement existing prior to the elimination of any such shifts shall be adhered to.

- (e) Shift preference will be by seniority, within the classifications, and with shift reassignment occurring only when increasing or decreasing the work force.

13.02 Employees who work on the second or afternoon shift shall receive a shift premium of forty (40) cents per hour. Employees who work on the third or night shift shall receive a shift premium of fifty (50) cents per hour.

13.03 Any work performed over and above the regular hours herein provided, shall be considered overtime and shall be paid for at the rate of time and one-half (1-1/2). All Sunday work between the hours of midnight Saturday and midnight Sunday shall be paid

for at the rate of double the employee's normal rate (2).

13.04 The opportunity for overtime shall be given equally and impartially to qualified employees as described herein. Scheduled overtime shall be posted thirty-six (36) hours in advance. It is recognized that unscheduled overtime may be required from time to time.

- (a) Overtime will normally be distributed, amongst employees with established seniority by shift, on a Plant wide basis for the classification "Machine Operator" and shall be paid the wage rate of this classification. If augmentation is required, the Company would then offer the overtime to those employees on the same shift, with the least amount of overtime hours, with the ability to perform said job. For all other classifications, overtime will normally be distributed among employees who regularly perform the work. If the overtime requirements cannot be filled in accordance with the above, then the work may be assigned to probation employees and/or students.

- (b) All employees overtime hours shall be posted each week including hours offered but turned down, for the previous pay period. In order that there be conformity in the granting of overtime, the hours to be charged are as follows:
- (i) **an** employee who works or declines to work overtime on a time and one-half ( $1\frac{1}{2}$ ) basis, will be charged for the regular hours to be paid, i.e. 8 hours  $\times$   $1\frac{1}{2}$  = 12 hours.
  - (ii) an employee who works or declines to work overtime on a double time basis, will be charged for the regular hours to be paid, i.e. 8 hours  $\times$  2 = 16 hours.
  - (iii) an employee who is paid overtime for participation in Company activities such as Health and Safety Committee, Product Improvement Team or Communications Meeting shall not be charged hours for such overtime.

- (c) The Company will canvass the employees with the least amount of accumulated charged hours first, and offer the overtime work until the requirements are met.
- (d) **All** new seniority employees with established seniority who change shifts will assume their new shift average.
- (e) Employees **on** Sickness and Accident leave, or leave of absence granted **by** the Company, if greater than fifteen (15) working days, on their return to work shall assume their current shift average.
- (f) The differential between employees, by shift, by classification, will be maintained to the most current complete pay period. The record of all employees will **start** at zero at the time of implementation and the beginning of each year thereafter.

13.05 Overtime premium shall not be paid for regular shift hours for:

- (a) time worked by employees substituting for one another at their own request;

- (b) a change of an employee's hours of work at his/her request.

13.06 It is understood and agreed that the hours per day and week on certain operations shall be flexible to meet operating requirements.

13.07 **WEEKEND WORKER**

1. ***Hours & Work and Shift Rotation:***

2 x 12 hour shifts Saturday and Sunday

4 x 10 minute breaks

1/2 hour paid lunch

Rotate shifts on a weekly basis.

2. ***Pay***

(a) 20 hours pay per full shift worked. Any lost time will be deducted at the pro rate of 1.67 hours pay for each hour not worked.

(b) i.e. 40 hours pay per weekend.

(c) Pay-base rate + Midnight shift premium of 55¢ for all hours worked.

3. ***Weekend Vacancies***

To be filled by job bidding according to Article 21. Regression in case of cutbacks.

4. ***Vacation & Vacation Pay***
  - (a) One (1) weekend (24 hours) to equal 1 week's vacation.
  - (b) Minimum hours paid will be considered as hours worked.
  
5. ***Plant Holidays***

Employees will be paid 8 hours for each Statutory Holiday in accordance with Article 14.
  
6. ***S & A***
  - (a) S & A - Accident and Hospitalization
    - 1/2 the present weekly benefit for each 12 hour shift missed
    - Sickness
    - Same as above except benefit after first 12 hour shift missed
  
7. ***Union Representation***

Alternate Committee person.
  
8. ***Pension Plan***

Hours calculated as hours paid instead of hours worked.
  
9. ***Jury Duty***

If pay is lost due to Jury Duty, then the Company will make up the lost pay as outlined in our Collective Agreement.

- 10. *Bereavement Pay***  
Paid leave shall be made at the appropriate rate of 8 or 24 hours pay due to the death of a family member as defined in Article 11.04, with the condition of “otherwise been required to work” being waived.
- 11. *Weekend Overtime***  
Offered to regular employees as per the Collective Agreement.  
**WEEKEND WORKERS WILL NOT BE USED BY THE COMPANY FOR ANY WORK REQUIRED DURING THE WEEK.**
- 12. *Call-in Pay***  
Will be 10 hours at the normal pay rate, in accordance with Article 15.
- 13.** For determination of the probationary period for a weekend worker, a weekend worked will be the equivalent of five (5) days.
- 14.** For purpose of calculating payments to the paid education leave fund, the assessment will be based on weekend worker’s normal hours paid.
- 15.** The Company will meet with the Union Plant Committee within **six (6)** months of implementation, or sooner if required, to discuss problems that may arise.



**ARTICLE 14****STATUTORY HOLIDAYS**

14.01 The following days shall be considered statutory holidays for which employees shall be paid at their regular rates when not worked. An employee, when required to work on a statutory holiday, will be paid at the rate of three (3) times his/her regular rate.

Dominion Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
2 Floating Days  
New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Birthday Floater

Christmas Eve to be added to 1996 and 1997 of this agreement.

All holidays taken the day on which they fall, note following exceptions:

### **First Year**

Canada Day	Friday, June 30, 1995
Civic holiday	Monday, August 7, 1995
Labour Day	Monday, September 4, 1995
Thanksgiving	Monday, October 9, 1995
Christmas Day	Monday, December 25, 1995
Boxing Day	Tuesday, December 26, 1995
Birthday Float	Wednesday, December 27, 1995
Floater	Thursday, December 28, 1995
Floater	Friday, December 29, 1995
New Years Day	Monday, January 1, 1996
Good Friday	Friday, April 5, 1996
Easter Monday	Friday, May 17, 1996
Victoria Day	Monday, May 20, 1996

### **Second Year**

Canada Day	Monday, July 1, 1996
Civic Holiday	Monday, August 5, 1996
Labour Day	Monday, September 2, 1996
Thanksgiving	Monday, October 14, 1996
Christmas Eve	Tuesday, December 24, 1996
Christmas Day	Wednesday, December 25, 1996
Boxing Day	Thursday, December 26, 1996
Birthday Float	Friday, December 27, 1996
Floater	Monday, December 30, 1996
Floater	Tuesday, December 31, 1996
New Years Day	Wednesday, January 1, 1997
Good Friday	Friday, March 28, 1997
Easter Monday	Friday, May 16, 1997
Victoria Day	Monday, May 19, 1997

**Third Year**

Canada Day	Friday, July 4, 1997
Civic Holiday	Monday, August 4, 1997
Labour Day	Monday, September 1, 1997
Thanksgiving	Monday, October 13, 1997
Christmas Eve	Wednesday, December 24, 1997
Christmas Day	Thursday, December 25, 1997
Boxing Day	Friday, December 26, 1997
Birthday Float	Monday, December 29, 1997
Floater	Tuesday, December 30, 1997
Floater	Wednesday, December 31, 1997
New Years Day	Thursday, January 1, 1998
Good Friday	Friday, April 10, 1998
Easter Monday	Friday, May 15, 1998
Victoria Day	Monday, May 18, 1998

14.02 Payment for statutory holidays, when not worked, is subject to the following conditions:

- (a) an employee must work his full scheduled shift prior to and after the holiday, unless absence is due to a verified illness **or** is permitted by the Plant Manager;
- (b) an employee who is late by more than one (1) hour on his shift prior to or after the holiday shall not receive holiday pay except with permission of the Plant Manager;

- (c) an employee shall be eligible for holiday pay only after completing forty-five (45) days at work with the Company;
- (d) an employee on leave of absence due to sickness shall be entitled to receive holiday pay provided he/she returns to work no later than fourteen (14) days following the holiday period;
- (e) **an** employee who is laid off shall be entitled to receive holiday pay provided he/she is laid off within the period of two (2) weeks prior to the holiday and is recalled within the period of two (2) weeks after the holiday.

**ARTICLE 15****CALL-IN PAY**

- 15.01 **An** employee reporting for work without being notified not to report to work by the Company, for whom no work is available at his/her regular occupation, will be offered at least four (4) hours employment in other work at his/her regular rate or, at the Company's option, will be paid for four (4) hours work at his/her regular rate. This provision shall not apply when no work is available, due to conditions beyond the Company's control, such as Acts of God.

**ARTICLE 16****EMERGENCY CALL-IN PAY**

16.01 The Company shall grant a call-in pay allowance, where **an** employee has completed his regular shift and any overtime that might be necessary, and has left the premises and then is called back in for emergency duty. The Company shall pay for a minimum of three **(3)** hours at the rate of time and one-half (1 1/2) such employee's regular rate if such employee **is** called in before 11:00 p.m. and a minimum and a minimum of four **(4)** hours pay at the rate of time and one-half (1 1/2) such employee's regular rate if called in after 11:00 p.m.

**ARTICLE 17****UNION ACTIVITIES**

- 17.01 Members of the Union shall only conduct Union activities on Company time as is provided in this Collective Agreement. Any Union meetings on Company premises shall only be held after obtaining the consent of the Company which shall not be unreasonably withheld.
- 17.02 The Company will provide the Union with **an** office, including a phone, desk and a filing cabinet for the sole use of the plant shop committee.

**ARTICLE 18****REPRESENTATION**

- 18.01 A Committee person is a permanent employee with seniority status. The Company shall recognize two (2) committee persons, one of whom shall be the Plant Chairperson of the Committee, for the purpose of administering this Agreement. Committee persons will have top seniority for layoff or recall purposes and will work steady days.
- 18.02 A Union steward is a permanent employee with seniority status. The Company shall recognize two (2) stewards, one (1) on steady afternoon shift (4:00 - 12:00) and one (1) on steady midnight shift (12:00 - 8:00) for the purpose of administering this Agreement. Stewards will have top seniority for layoff or recall purposes.
- 18.03 The Plant Chairperson will be granted twenty (20) hours per week for Union business paid by the Company and four (4) hours per week for each committee person and steward paid by the Company.
- 18.04 The Union shall advise the Company in Writing of the names of its Shop Committee, Stewards and their alternates.



- 18.05 A Committee person on the same shift may substitute for the Plant Chairperson's absence as required.
- 18.06 In the event that eight or more Union employees per shift are required to work overtime, a Committee member will be given the opportunity to work such overtime, provided that such member is suitably qualified for the work to be done. It is understood that only during an extended absence of a Committee member, an alternate member will be designated, and such designate will be given the opportunity to work overtime as described above.

**ARTICLE 19****IEV. E EDURE**

- 19.01 All grievances shall be dealt with and disposed of as hereinafter provided.
- 19.02 Any employee having a grievance shall first discuss it with his/her Supervisor and a plant committee person. The Supervisor will give his oral response within the shift and, if not satisfactorily disposed of, the grievance shall then be put in writing and be signed by the grievor and his/her Committeeman and be presented to the foreman/supervisor who shall give his/her answer in writing within one (1) working day.

If the decision of the foreman/supervisor is not acceptable to the employee, he/she may appeal the decision within two (2) working days to the Plant Manager, before whom he/she shall be represented by his/her Committeeman. The Plant Manager shall render a decision in writing within two (2) working days after the day on which the grievance was presented. If the Plant Manager is not available to the Committeeman for a period in excess of one (1) working day, the grievance may be referred to Management.

- 19.03 If the Plant Manager's decision is not satisfactory to the aggrieved, the grievance may be presented by the Committeeman to the Management in writing and within five (5) working days of the Plant Manager's decision thereafter to be taken up at the first meeting arranged between Management and Committeeman. The particulars of such grievance must be submitted in writing not less than twenty-four (24) hours prior to the above mentioned meeting. Meetings may be arranged between Committeemen and Management at the request of either.

At any meeting with Management, the International Representative of the Union or his agent shall be entitled to attend and the Committeeman may have present any employee involved in a grievance.

- 19.04 The Union may present a "Policy Grievance" to the Plant Manager of the Company or his designate. A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which could not otherwise be resolved at lower steps of the Grievance Procedure because of nature or scope of the subject matter of the grievance.

- 19.05 When presented with such a "Policy Grievance", the Plant Manager or his designate shall arrange a meeting with the Plant Committee or a subcommittee thereof and shall render a decision within five (5) working days after the day on which the grievance was presented.
- 19.06 If the decision of the Plant Manager is not satisfactory to the Union, any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be taken to arbitration.

If no written request for arbitration is received within fifteen (15) days, or such extension of time as agreed upon after the decision of the Plant Manager is given, it shall be deemed to have been settled or abandoned.

- 19.07 When either party to this Agreement requests that any grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement. Within five (5) working days thereafter, or such extension of time by mutual agreement, the parties shall attempt to select by agreement the Arbitrator. If they are unable to agree upon an Arbitrator, the appointment of the Arbitrator

shall be made by the Minister of Labour for Ontario upon a request by either party. The Arbitrator shall hear and determine the differences between the parties and shall issue a decision which shall be final and binding upon the parties and upon any employee or employees affected by it.

- 19.08 The Arbitrator shall not have the jurisdiction to amend or to add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. He shall, however, in respect of a grievance involving the suspension or discharge of an employee, be entitled to modify or set aside such penalty, if, in the opinion of the Arbitrator, it is just and equitable to do so. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure. The parties shall jointly bear the expenses of the Arbitrator.
- 19.09 It is agreed that it shall be option to the Company to decline to consider any grievance, the alleged circumstances of which originated or occurred more than fourteen (14) working days prior to its presentation.

- 19.10 A discharged or suspended employee, before leaving the plant, shall be given an opportunity to explain the circumstances of the case to his/her Committeeman. A discharged or suspended employee may present his/her grievance in writing either directly or through the Plant Committee to Management within three (3) working days of discharge or suspension after which Management shall deal with the grievance respecting such discharge or suspension and render a decision within three (3) working days after its receipt. If the decision of the Management is not satisfactory, the grievance may be referred to arbitration as herein provided.
- 19.11 If, during the grievance procedure or arbitration, it has been established that an employee has been improperly laid off, discharged or suspended, he/she shall immediately be reinstated, and the consideration of his/her grievance shall include not only the merits of the case, but also what, if any, compensation shall be paid for time lost.

- 19.12 The consideration of a grievance involving rate of pay or earnings may include not only the merits of the case but also what, if any, retroactive compensation shall be paid. Retroactive compensation shall be limited to a period of forty-five **(45)** days. A request for a general increase in the base rate of any classification of employees shall not be considered a grievance.
- 19.13 In proceedings or negotiations with management, the Plant Committee may be represented by a duly accredited representative of the Union. Management, similarly may be represented by any agents chosen by it.
- 19.14 It is understood by both the Company and the Union that all warning notices are to be destroyed after one (1) year **from** the date of the warning. All warning letters are to be issued to the employee within four **(4)** working days of the incident with a copy of the Committee person.

**ARTICLE 20****VACATIONS**

20.01 **An** employee, who on the 30th day of June in each year has:

- (a) less than one (1) year of employment shall receive vacation with pay in accordance with the provisions of the **Employment Standards Act**;
- (b) more than one (1) year but less than five (**5**) years of employment shall be entitled to two (2) weeks vacation. The amount of pay for the vacation shall not be less than an amount equal to four (**4%**) percent of the total pay of the employee in the year for which the vacation is given;
- (c) more than five (**5**) years but less than ten (10) years of employment shall be entitled to three (**3**) weeks vacation. The amount of pay for the vacation shall not be less than an amount equal to six (**6%**) percent of the total pay of the employee in the year for which the vacation is given;
- (d) ten (10) **years** or more employment shall be entitled to four (**4**) weeks



vacation. The amount of pay for the vacation shall not be less than **an** amount equal to eight (**8%**) percent of the total pay of the employee in the year for which the vacation is given.

- (e) twenty (2) years or more employment shall be entitled to five (**5**) weeks vacation. The amount of pay for the vacation shall not be less than **an** amount equal to ten (10%) percent of the total pay of the employee in the year for which the vacation is given.

20.02 The Company will advise of the plant shutdown, if any, no later than March 31. Any plant shutdown will only be scheduled in the summer months. The Company shall determine the period when an employee may take vacation which may be a consecutive two (2) week period, if the employee so desires, or two (2) periods of one (1) week each. The Company further agrees to schedule a minimum of two (2) weeks of an employees vacation entitlement during the period of July 1 to August 31. Vacation requests made in writing before July 1 shall be dealt with in accordance with seniority.

**ARTICLE 21****JOB BIDDING**

21.01 Whenever a new job or a vacancy in excess of fifteen (15) days occurs, a notice for the vacant position shall be placed on the bulletin board for three (3) working days. The minimum and maximum rates and a *summary* of the job for information purposes shall be included in this notice. Any employee wishing to apply for the job shall submit his/her name. The Company will decline the application from any employee who within the last **six** months has accepted a full time position [except by mutual agreement of the Plant Chairperson].

The employee selected by the Company shall be advised as to his/her selection within three (3) days of his/her application for such job. The Company will post job vacancies on the warehouse bulletin board. The employee will then have up to one full week as a trial period in the new position to decide to remain in or opt out of the new position.

- 21.02 Employees shall be selected for a job on the basis of seniority and ability to perform the job; provided, however, that in circumstances in which ability is relatively equal, the employee with higher seniority shall obtain the job. Senior employees who bid on, but are not awarded, a job posting will be provided with the reasons.
- 21.03 (a) Suitability to perform any job shall be determined after a trial period of ten (10) working days. Where an employee is judged to be unsuitable, he/she shall be provided with the Company's reasons for this decision.
- (b) SPC, Material Handlers, Quality Control, Maintenance and Set-up shall be determined as to suitability to perform the job after a trial period of up to thirty (30) days.
- 21.04 When a job is not expected to last more than fifteen (15) days, the job shall not be posted for bidding. Whenever a job is expected to exceed fifteen (15) days, the job shall be posted for bidding in accordance with paragraph (a) above. The fifteen (15) day period of employment of an employee shall not weight to his advantage in consideration by the Company of an employee or employees to be selected following the posting of job for bidding.

- 21.05 In the event of the cancellation of a job which has been posted for bidding, the Company shall post a notice to this effect.
- 21.06 The provisions of this article 21, Job Bidding shall not apply for the period between July 1 and August 31 of each year, and permanent positions that are created during this period will be posted following August 31 of said year.
- 21.07 Recall rights to a classification: Anyone cut back from a class will have recall right to that classification if Management implement work in the classification within (1) one year of said cutbacks.

**ARTICLE 22****GENERAL**

- 22.01 The Company shall provide one bulletin board in the cafeteria and another at a location mutually agreed to, for the exclusive use of the Union.
- 22.02 The Company will provide lockers for all employees for personal and Company equipment and clothing.
- 22.03 Coveralls will be provided to permanent employees in the classification of maintenance, set-up and warehouse at a rate of four (4) pairs per year. Two pairs every two years will be provided to those employees in said back-up positions.
- 22.04 The Company will provide for safety shoes, plant wide, and pay ninety (\$90.00) dollars per annum effective July 27, 1995 towards the cost of Company approved safety boots. The Safety Committee may determine where and by whom steel toe safety footwear must be worn, however they shall not have the authority to supersede the regulations or directions of the Ministry of Labour.

22.05 The Company agrees that employees shall be paid weekly during working hours on Wednesday, provided that Monday of that week is not a Statutory Holiday.

Midnight shift employees' pay cheques shall be issued prior to leaving the plant on Thursday mornings.

22.06 In the event of a work shortage due to material shortages, equipment or tool breakdown, employees may be assigned to any work available for the balance of the shift. The pay for this temporary work shall be the employees' regular rate or the rate of the job assigned, whichever is higher.

22.07 When **an** employee is acting as a temporary fill-in or replacement, the employee shall receive the higher rate of the two jobs.

22.08 A ten (10) minute rest period for all employees shall be given between 9:30 a.m. and 10:30 a.m., and between 1:45 p.m. and 2:45 p.m. for the day shift, and at similar intervals for other shifts.

**ARTICLE 23**

**INJURY**

23.01 Employees who are injured and are sent home because of injury shall receive pay at their regular hourly rate for the balance of the shift.

On the day an employee is injured at work, the Company shall supply transportation to the hospital for such injured employee and shall not require an employee to use his own vehicle for that purpose.

**ARTICLE 24****SAFETY AND HEALTH**

- 24.01 The Company and the Union agree to exert joint efforts in maintaining the appropriate standards of safety, health, and good housekeeping in the plant in order to prevent industrial injury and illness, in accordance with the provisions of the Ontario Occupational Health & Safety Act. The Company will provide for the training of one additional member of the union to the quality under the certification program under the legislation.
- 24.02 A Joint Health and Safety Committee shall be established with three (3) members from the Company and three (3) members from the Union. The Union shall annually notify the Company of its nominee and vice versa. The Health and Safety Committee shall hold regular monthly meetings. Minutes shall be taken at all meetings and copies shall be made available to Health and Safety Committee members, with additional copy to go to the Plant Chairperson. Such Health and Safety Committee will be constituted and operate under provisions of the Ontario Occupational Health and Safety Act.



In addition to the duties given to committees under health and safety legislation the committee will:

1. Promote compliance with pertinent legislation.
2. Tour the plant to check on health and safety hazards.
3. Investigate all serious accidents, and provide a summary to the Company and Union.
4. Make recommendations to management on the elimination of health and safety hazards.

The Company will provide the committee with complete hazard information on all substances in the workplace.

24.03 The Company will use reasonable efforts to eliminate safety hazards and provide such safety equipment for employees as has been determined necessary. The Committee shall be consulted and make recommendations as to the selection and use of such equipment.

24.04 Employees must report all work injuries or illness immediately to the Company.

- 24.05 **The Company agrees that the National Health and Safety Representative, or his designate, with reasonable advance notice, may from time to time conduct a Plant Tour.**
- 24.06 The Company agrees to provide an employee with first aid training to have charge of the welfare of employees, it being understood that such person shall have such other duties that do not prevent them from adequately attending to such welfare. The first aid room shall be available at all times while employees are at **work** in the plant.

**ARTICLE 25****WORK DONE BY OTHER**

25.01 Persons whose regular jobs are not in the bargaining unit shall not perform any work regularly done by the employees covered by this Agreement, except as follows:

- (a) instruction of or training of employees;
- (b) experimental work;
- (c) in emergencies where regular employees are not available;
- (d) in departments in which there are two (2) persons employed, and there are not qualified employees on lay off, one of the persons employed shall be a working foreman; and
- (e) tool room and maintenance department.

**ARTICLE 26****PRODUCTION STANDARDS**

- 26.01 When time studies are made, they shall be made on the basis of fairness and equity and they shall recognize the required quality of workmanship, the efficiency of operations and the reasonable capacity of normal, experienced operators.
- 26.02 Production standards shall be set and arrived at by the efforts of the Plant Manager, the foreman of the job or jobs involved and the Committeeman of the department involved. If the decision as to any production standards are not satisfactory to either the Union or the Company, any difference between the parties in this regard shall be taken to arbitration directly and the grievance procedure herein described relative to arbitration between the parties shall apply. The arbitrator in this event shall be a duly qualified time study engineer.

**ARTICLE 27****GROUP LEADER**

- 27.01 The Group Leader shall be **an** hourly-rated employee who is appointed by the Company to lead the work of the group of employees of which he/she is a member. His/her function is to assist others in the group to maintain a scheduled flow of work, as well as to do productive work to which he/she may be assigned. The Group Leader shall not have disciplinary authority.
- 27.02 The rate of pay for a Group Leader shall be one dollar (\$1.00) per hour over the top rate of his/her group.

**ARTICLE 28****JURY DUTY**

28.01 A Seniority employee who is called to and reports for jury duty shall be paid for eight (8) hours at his/her basic hourly rate, less the amount paid for his/her services as a juror, for each day of **jury** duty performed which day he/she otherwise would have worked. Such compensation shall be payable only if the employee:

- (a) Provides the Company with prior notice of such jury call; and
- (b) Furnishes the Company with written statements from the appropriate public official indicating the date and time served and the amount of fees received.
- (c) The above provisions shall also apply to **an** employee who is Subpoena by the Crown as a witness.

**ARTICLE 29****WAGES AND WELFARE PROGRAM**

29.01 Occupational classifications, hiring rates and wage rates are contained in Schedule "A" which is attached hereto and executed and forms part of this Agreement.

(a) **Wages**

Effective at the date of ratification of this Agreement, wages shall be modified as per Schedule "A" attached.

(b) **Cost of Living Allowance**

Will be applied during the term of the Agreement, equal to one cent (1¢) per hour for each 0.16 points (calculated to the nearest cent) by which the CPI (Statistics Canada 1981 = 100) for the:

<u>MONTH OF</u>	<u>IS MORE OR LESS THAN THE CPI FOR THE MONTH OF</u>
May 1995	February, 1995
<b>August, 1995</b>	May, 1995
November, 1995	August, 1995
February, 1996	November, 1995
May, 1996	February, 1996
August, 1996	May, 1996
November, 1996	August, 1996
February, 1997	November 1996
May, 1997	February, 1997
August, 1997	May, 1997
November, 1997	August, 1997
February, 1998	November, 1997
May, 1998	February, 1998

Payment of the Cost of Living Allowance will commence at the start of the Payroll period next following the issue of the index for August, November, February, May. The Cost of Living Allowance will be a separate allowance calculated by multiplying the allowance by the number of hours worked including actual overtime hours worked and will also be included in the calculation of Vacation Pay, paid holidays and other paid absences.



- (c) Notwithstanding any of the provisions of this Agreement, the Company may hire summer students as Machine Operators or for any other position mutually agreed upon between the Company and the Union. Such students shall receive one dollar (\$1.00) per hour less ~~than~~ the classification in which they are employed. Such students may be hired between May 1st and August 31st, for a period not to exceed four (4) months and they shall not be permitted to accumulate seniority, unless their term of employment is extended beyond August 31st, in which case they shall have seniority in accordance with the normal provisions of this collective agreement. No more than 10% of the active bargaining unit may be students.

The Company agrees that students will not be employed if bargaining unit employees are laid off. Students will pay union dues in accordance with the C.A.W. constitution.

- 29.02 Schedule "A" attached hereto indicates all job classifications now presently existing in the Company's plant. Management shall be entitled, with notice to the Union, to add new jobs to cover new work in the plant and to establish the rate of pay for the same. Prior to implementation of such jobs, the Company

will meet with the Union, in effort to obtain agreement to the proposed wage rate. Complaints respecting wage rates established for new jobs shall be processed through the grievance procedure herein provided for commencing with the meeting with Management, the Plant Committee and the Union's International Representative.

- 29.03 The Company shall provide and pay for life insurance in the amount of forty thousand (\$40,000.00) dollars effective June 1, 1995 and the same amount worth of accidental death and disability insurance.
- 29.04 The Company shall provide and pay the premium upon insurance providing for sixty-six and two thirds ( $66 \frac{2}{3}\%$ ) percent of regular pay per week, accident and sickness indemnity up to fifty-two (52) weeks commencing with the first day of an accident, hospitalization or out-patient surgical procedure: [Manual or instrumental operations pre-scheduled by the employee's doctor (or emergency procedures) and performed in a hospital or other medical facility licensed by the Province as a hospital and performed by a licensed medical practitioner], or third (3rd) day of sickness which prevents an employee from reporting to work.
- 29.05 The Company shall pay the full costs for the Employer Benefit Tax.

- 29.06 A person who is laid off does not qualify as an employee of the Company during the period of such layoff for purposes of receiving fringe benefits, employee welfare payments or any other benefits payable to employees pursuant to this Agreement which require payments to be made by the Company to or for the benefit of any such person; provided that benefits for which the Company has made prepayment shall continue during the period covered by such prepayments, except that employees shall have premiums paid on their behalf for one (1) month after the month in which they are laid off or to a maximum of twelve (12) months in the case of absence due to illness.
- 29.07 Employees off on pregnancy leave will be covered by the Company for receiving fringe benefits, employee welfare payments or any other benefits payable to employees pursuant to this Agreement which require payments to be made by the Company to or for the benefit of any such person.
- 29.08 The Company will provide a “non-deductible” drug plan for non-probationary employees in the bargaining unit. The Company will provide, as an option to employees, a reimbursement system whereby if they have an invoice for drugs in excess of **fifty** (\$50.00) dollars, the Company will provide a cash advance within five (**5**) days of such invoice being presented to the Company.

- 29.09 The Company shall provide the O.D.A. schedule of fees one (1) year behind the then current schedule. Effective June 1, 1990, improve the Dental Plan to provide for coverage of Dentures and Crowns at **fifty** (50%) percent co-insurance.
- 29.10 The Company will provide for a family vision care plan up to a maximum of one hundred and forty (\$140.00) dollars every two (2) years, per eligible family member.
- 29.11 The Company will pay one hundred (100%) percent of the cost of the first pair (or **first** pair after prescription change) of Company approved prescription safety glasses.
- 29.12 **Pension**  
The Company will contribute forty (**40**) cents per hour,-effective the ratification date, forty-five (**45**) cents effective June 1, 1996 and **fifty** (50) cents effective June 1, 1997 in respect of all employees who have completed a year of service to establish a pension plan. It is agreed that any interest or revenues generated by the Plan shall be applied for the sole benefit of the respective employees in proportion to their share of interest in the Plan.
- 29.13 It is understood by the parties that no present employee will adversely be affected by the implementation of the new start and stop wage schedule.

- 29.14 The Company will supply the contract in booklet form.
- 29.15 The Company will supply smocks for employees on gluing jobs.
- 29.16 The Company shall pay one (1) cent per hour to the Union for paid education leave. Effective June 1, 1990, this contribution shall increase to two (2) cents per hour.
- 29.17 The Plant chairperson will be given up to fifteen (15) minutes during the Company's orientation sessions for newly hired employees, to acquaint them with the function of the Union.
- 29.18 The Company shall take the necessary steps to allow payroll deductions for employees to the Ajax Autoworkers Credit Union.
- 29.19 The Company will provide the local union with a list of deletions, additions, and changes of addresses, monthly.
- 29.20 Employees will be given the opportunity to purchase, through payroll deductions, spousal life insurance of twenty-five thousand dollars (\$25,000) at the quoted rate of \$3.24 per month in the first year. Any subsequent premium increase will be payable by the employee.

**ARTICLE 30****DURATION OF AGREEMENT**

30.01 This Agreement shall be effective from the gate of ratification and shall continue until MAY 31, 1998.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the 27th day of July, 1995.

**FOR THE**  
**COMPANY**

**FOR THE**  
**UNION**

**MIKE GONDOSCH**

**GARY LILLEY**

**JEAN HENRY**

**JOHN GATENS**

**ROSE HATTON**

**BILL MACPHERSON**  
**CAROL MONTGOMERY**

**MARC ZARBONI**

**NEIL CARPENTER**  
**JOE SUTHERLAND**

**SCHEDULE "A"**

	<b>Effective Date of Ratification</b>	<b>Effective June 1, 1996</b>
<b>MACHINE OPERATOR</b>		
Start	13.35	13.68
After 45 days at work	13.57	13.90
After 6 months	13.82	14.15
<b>UTILITY</b>		
Start	13.67	14.00
After 45 days at work	13.89	14.22
After 6 months	14.14	14.47
<b>SPC</b>		
Start	13.67	14.00
After 45 days at work	13.89	14.22
After 6 months	14.14	14.47
<b>MAINTENANCE</b>		
Start	15.38	15.71
After 45 days at work	15.60	15.93
After 6 months	15.86	16.19
<b>JANITOR</b>		
Start	13.35	13.68
After 45 days at work	13.57	13.90
After 6 months	13.82	14.15
<b>MACHINE CLEANER</b>		
Start	13.67	14.00
After 45 days at work	13.89	14.22
After 6 months	14.14	14.47

**MATERIAL HANDLERS**

start	15.38	15.71
After 45 days at work	15.60	15.93
After 6 months	15.86	16.19

**Q.C.**

start	13.89	14.22
After 45 days at work	14.09	14.42
After 6 months	14.37	14.70

<b>TOOLMAKER</b>	18.51	18.84
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<b>TOOL SHOP FITTER</b>	17.54	17.87
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<b>SET-UP TECHNICIAN</b>	17.98	18.31
Trainee Start	13.89	14.22
Trainee 3 Months	14.09	14.42
Trainee 6 Months	14.35	14.68
Trainee 9 Months	15.08	15.41
Trainee 15 Months	15.80	16.13
Trainee 21 Months	16.74	17.07
Trainee 27 Months	17.71	18.04
Trainee 30 Months	17.98	18.31

New Set Up Trainees must pass the Section Test given by the Company before they may continue to the next Level. Such Test will be prepared by the Company in conjunction with the Union.

Any employee participating on a temporary basis in the Set Up classification (eg. Backup) shall be paid at the rate of the Set Up Trainee 9 months.



**MILLWRIGHT**

start	19.40	19.93
After 45 days at work	19.62	20.15
After 6 months	20.00	20.53

ALL RATES INCREASE BY 0.34 CENTS PER HOUR EFFECTIVE JUNE 1, 1997. MILLWRIGHT INCREASES BY 0.45 CENTS.

Rates may be received prior to effective dates.

**LETTER OF UNDERSTA**

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**HEAT RELIEF**

The parties agree that when the temperature in the plant reaches a level that the health of employees is in question, the Company will meet with the Shift Committee person to discuss actions to minimize the condition.

Notwithstanding the foregoing, if an employee is unable to work due to excessive heat, the employee shall inform the Supervisor, who will grant a pass to leave the premises. The employee shall exit from the plant immediately upon receiving the pass.

## **LETTER OF UNDERSTANDING**

### **REINSTATE GRIEVANCE**

During negotiations, the parties acknowledge the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognize the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and in violation of the fundamental principles of collective bargaining.

However, in those instances where the National Union (C.A.W. CANADA) by either its (i) Executive Board; (ii) Public Review board; or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union Representative involved, the National Union may inform the Manager Staff Labour Relations in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Corporation will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned Agreement at the time of the reinstatement of the grievance or (ii) that related to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is

further agreed that the reinstatement of *any* such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will therefore pursue such claims for damages against the Corporation in the grievance procedure, or in any court or before any Federal, Provincial or Municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairperson of the Appeal Board or any other arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Corporation and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claims, including claims for back wages, or that provide for the final and binding nature of any Appeal Board decisions or their grievance resolutions.

It is understood this letter agreement and the Corporation's obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

## LETTER OF UNDERSTANDING

### SET-UP TECHNICIAN' TRAINING PROGRAM

The Company and the Union recognize the desirability of training **and** improving on the skills and qualifications of its technical Set-up employees to improve on the organizations competitiveness. The parties further agree to have equally qualified technical personnel on all shifts and established the following Training Program and rules to govern such program.

1. **STAFFING** - The number of Set-up Technician positions per shift will vary in accordance with the production requirements. Employees currently in the positions of Molders, Floor Person, and Set-Up personnel will retain their current Classification status, in accordance with seniority and will be grandfathered in their Classification.
2. **ELIGIBILITY** - **Any** future requirements will be filled in accordance with the Job Bidding procedure for Set-Up Technician.
3. **TRAINING PROGRAM AND WAGE PROGRESSION** - The Training will consist of Academic or Classroom training combined with on-the-job training.

*On-The Job Training and Wage Progression:  
see set-up technician, page 73*

4. *Reduction and/or increase in Operation:* If due to a reduction of manpower in the classification, the following procedure shall apply:
  - (a) All employees within this work group will be listed by seniority.
  - (b) The first to be removed will be any trainees in reverse order of seniority.
  - (c) If any further employees are to be affected, then the least seniority employee in the lower classification would be removed.
  - (d) The remaining work force will be assigned to respective shifts in accordance with the terms of the collective agreement by classification.
  - (e) Employees affected by a reduction of manpower will have return rights to their classification in accordance with the collective agreement.
  
5. It is recognized that in matters not covered by this letter, and subsequently raised, the parties will meet to address such issues.

## **LETTER OF UNDERSTANDING**

### **EDUCATION ASSISTANCE**

On prior approval of the Company, full-time, active employees who successfully complete a course through a recognized College or University, related to his job function, shall be reimbursed One Hundred Percent (100%) of the tuition fees and Seventy Five Percent (75%) for required books associated with such course, upon successful completion of the course.

Furthermore, it is understood that the participation is voluntary and employees will attend classes on their own time.

**LETTER OF UNDERSTANDING****PAY EQUITY**

The Union and the Company agree to draw up, within the prescribed time limits, a Pay Equity Plan. This plan shall meet all the requirements as outlined under the Pay Equity Act, specifically Section 13, and shall subsequently become part of the Collective Agreement.



## LETTER OF UNDERSTANDING

### SEXUAL HARASSMENT

The Union and the Company recognize that sexual harassment is an unlawful employment practice in violation of the Ontario **Human** Rights code which defines it as: *“a course of vexatious comment or conduct or a sexual advance or solicitation that is known, or ought reasonably to be known, to be unwelcome perpetrated by a person’s employer, someone acting for the employer, or a co-worker.”*

Complaints of alleged harassment by a member of the bargaining unit will be handled within all possible confidentiality by a joint committee consisting of the plant chairperson of the Union and the plant manager and/or the human resource manager of the Company.

**LETTER OF UNDERSTANDING****RELIEF OPERATION**

When relief operators are required from the machine operator classification, the Company will post for volunteers willing to participate in the relief program. Qualified senior applicants will be given equal opportunity to perform such relief as required. No employee given the opportunity to participate in the relief program may hold any other position.

## **LETTER OF UNDERSTANDING**

### **SUBSTANCE ABUSE**

The Company and the Union recognized that alcohol and drug addiction are illnesses that can be treated. An individual who commits him/herself to a rehabilitation program will not have his/her job security jeopardized by making such a commitment.

Diagnosis of alcoholism and drug abuse should be left to those professionally qualified to do so. Medical records of individuals with drug and alcohol abuse problems will be kept confidential. An employee committed to a rehabilitation program will receive sickness/accident benefits while on the program. If the employee is admitted to a rehabilitation institution in Ontario, and the costs are not fully covered by OHIP, the excess charges will be insured, to a maximum of five (5) thousand dollars per employee.

The Company and Union agree to periodically monitor the structure and effectiveness of the programs and, if necessary, take steps to develop a more meaningful program.

Nothing in this statement is to be interpreted or construed as a waiver of management's right to maintain discipline in any case of misconduct which may result or be associated with the use of alcohol and drugs.

**LETTER OF UNDERSTANDING****ONTARIO EMPLOYMENT EQUITY ACT**

This letter will confirm our understanding in 1995 negotiations whereby the union and the company share mutual objective in achieving a fair and representative work force.

It is agreed that following these negotiations the parties will meet to discuss their joint responsibilities in meeting the requirements of the Act.

April 13, 1995

**ORDER OF UNDERSTANDING****JOB ROTATION**

To assist in providing flexibility for production, to increase job content and interest for employees, and to assist in reducing repetitive strain injuries, machine operators will be given the opportunity to rotate between work assignments. To ensure fairness, such rotation will be as mutually agreed upon between the Company and the Union, keeping in mind employee requests, production requirements and employee work restrictions.

April 11, 1995

**LETTER OF UNDERSTANDING****DELIVERY OF PAY CHEQUES**

Pending the move of the Company's finance department from Cobourg to the Ajax plant, the Company undertakes to make its best efforts to issue midnight shift employees' pay cheques at the end of the shift on Wednesday mornings.

April 11, 1995

**LETTER OF UNDERSTANDING****REPRESENTATION**

With reference to Article 18.03

Requests from Committee members for time to conduct Union business paid be the Company shall be made as far in advance as possible, and shall be granted as mutually agreed with the appropriate Supervisor. The Supervisor shall make every reasonable attempt to comply with such requests.

April 7, 1995

**LETTER OF INTENT****Utility Grinder**

When material is required to be ground in the grinding area on the 4-12 shift Neil Carpenter will be recalled or on the 12-8 shift Bill Maxwell will be recalled to the position. No material to be moved out **of** the Grinding Area and grind up in other area's of the plant unless done by people holding the position.

July 25, 1995

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