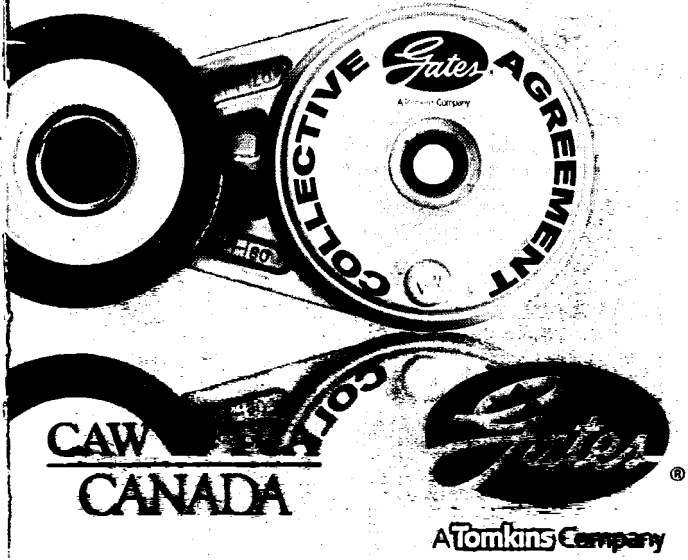


**2008-2011  
COLLECTIVE AGREEMENT**

**Between  
GATES- WINDSOR OPERATIONS**  
a division of Gates Canada Inc.

and  
**CAW LOCAL NO.195**  
of the Agricultural Implement Workers  
Union of Canada (C.A.W. - CANADA)



**NOVEMBER 20, 2008**

AGREEMENT RECEIVED

THIS AGREEMENT MADE AND ENTERED INTO AS OF

THE 20TH DAY OF NOVEMBER 2008

BETWEEN \_\_\_\_\_

GATES-WINDSOR OPERATIONS

A DIVISION OF GATES CANADA

IN WINDSOR, ONTARIO

HEREINAFTER REFERRED TO AS 'THE COMPANY'

AND

LOCAL NO. 195

OF THE NATIONAL AUTOMOBILE, AEROSPACE

AND AGRICULTURAL IMPLEMENT WORKERS

UNION OF CANADA (C.A.W. - CANADA)

HEREINAFTER REFERRED TO AS 'THE UNION'

Any dispute arising over any interpretation of the language printed in this booklet, the original signed collective agreement papers will be consulted, and if any differences or discrepancies occur between the two, then the original signed collective agreement will prevail over the printed words in this booklet.

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## ARTICLE I - PURPOSE

1. The general purpose of this Agreement is to establish and maintain collective bargaining 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 of work, wages, and all other conditions of employment, ~~for~~ all employees who are subject to the provisions of the Agreement.

## ARTICLE II - SCOPE AND RECOGNITION

1. The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Company at its plant in the City of Windsor, save and except supervisors, persons above the rank of supervisor, office and sales staff, and persons employed in The Gates Rubber Company Engineering Centre.
2. Supervisors, persons above the rank of supervisors, office and sales staff, and persons employed by The Gates Rubber Company Engineering Centre, who are not **covered** by the provisions of this contract, shall not perform the work of a member of the bargaining unit except as follows:
  - a) For the purpose of instruction or training, including the demonstration of the proper method to accomplish the task assigned and experimental and developmental prototype work. The Company shall advise a Union Representative prior to the commencement of experimental and developmental prototype work or tooling tryouts on the production floor. However, once the set-up and tooling is complete and ready for a continuous run of more than 30 pieces, members or a member of the bargaining unit shall be involved in the manufacture of experimental and developmental prototype work. In no

event, however, will any member of the bargaining unit be laid off or suffer a loss of earnings as a result of said work.

- b) In the event of an emergency situation with prior notification to a Union Committeeperson.

### **ARTICLE III - NO DISCRIMINATION**

1. The parties hereto agree not to discriminate against any employee because of religious or political affiliation, or race, colour or national origin, age, sex, marital status (including common-law relationship) or sexual orientation, or disability in accordance with the Human Rights code, providing that such physical disability does not unduly interfere with the employee's ability to adequately do the **work**.
2. There will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by the Company or its representatives against any employee because of the employee's membership in, or in connection with the Union.
3. There will be no discrimination, intimidation, interference, restraint or coercion exercised by the Union or any of its members against any of the employees of the Company.

### **ARTICLE IV - MANAGEMENT RIGHTS**

1. The Union recognizes that it is the function of the Company to hire, promote, demote, transfer, classify, reclassify, discharge, and discipline for just cause, and layoff any employee in accordance with the provisions herein provided, except that a claim by an employee who has acquired seniority, that he or she has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

2. The Union further recognizes that it is the sole responsibility of the Company to manage its affairs consistent with sound business practices and in accordance with its commitments, responsibilities, and policies.
3. Without restricting or limiting the generality of the foregoing, the Company retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement:
  - a) To maintain order, discipline, and efficiency and to establish and enforce rules and regulations (which shall not be inconsistent with the terms and conditions of this Agreement) and to enforce the same.
  - b) To plan, direct, control, schedule and supervise the work of the employees, and the operations of the business, including the introduction of new and improved methods, facilities, equipment, and other changes.
  - c) To plan, arrange, increase, reduce, and assign work duties, time off, and whatever other employment arrangements in its opinion are necessary for the efficient management of the business.
  - d) To determine the size of, and direct the work force and to extend or curtail operations.
  - e) In the exercising of such rights the Company will not invalidate any other portions of the Agreement.

#### **ARTICLE V - STRIKES AND LOCK OUTS**

1. The Company agrees that it will not cause or direct any lock out of the employees covered by this Agreement during the term of the Agreement.

2. The Union agrees that there shall be no strike, sit down, slow down, or other collective action which will stop or interfere with production during the term of this Agreement.
3. The Union will inform its membership that any member who participates in any strike not authorized by the Union will be subject to disciplinary action.
4. The Union reserves the right, and Section 1, 2, and 3 of this Article shall not be applicable if the Legislation of the Province of Ontario allows the right to strike on Health and Safety.

## **ARTICLE VI • UNION REPRESENTATION AND SHOP COMMITTEE**

1. The Company acknowledges the right of the Union members employed by the Company to appoint or otherwise select from the Plant Union membership, a Shop Committee composed of not more than three (3) members who shall have at least nine (9) months continuous service with the Company, and the Company will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including the negotiating of amendments for a new contract. The Union will have the right to appoint a steward for each of the off shifts. Additionally, if the off shift steward is absent, the Union will appoint an alternate and so advise the Company.
2. A National Representative of the Union or designee from the Local may be present and participate in any meeting between the Plant Committee and the Company herein provided for.
3. It is understood and agreed that the Committee person or steward as well as other employees have regular duties to perform in connection with their employment. A



Committeeperson or steward, with the approval of the Supervisor, shall be permitted during regular working hours, without loss of time at his or her regular hourly rate of pay, to leave his or her regular duties for a reasonable period of time to adjust and present grievances or handle any business arising from the administration of this agreement with Company Representatives. Whenever in the opinion of the Supervisor more than a reasonable period of time is taken by a Committeeperson or steward to accomplish such grievance adjustment and presentation or handle any business arising from the administration of this agreement with Company Representatives, the Supervisor shall decline to approve payment for such period of time as might be considered excessive. The Company will compensate the three (3) members of the Shop Committee for the hours they would have worked during contract negotiations with Company officials. Such pay shall be limited to eight (8) meetings and limited to eight (8) hours pay, per day, per individual, at their regular rate of pay.

4. The Company will make every effort consistent with its business operation to provide a suitable meeting place for meetings between its officials and the Plant Committee when necessary during regular working hours.
5. The Union agrees to supply the Company with the names of all Committeepersons and stewards and to keep such list up to date at all times.
6. The Union Plant committee and the Company Representatives shall meet on the first Wednesday of the month providing there is business for their joint consideration as mutually agreed upon and if grievances are part of the agenda, then these grievances shall abide by the time limits as set forth in the grievance procedure. Necessity for a meeting will be indicated by a letter or note from either party, three (3) working days prior to the requested meeting, to the other party containing an agenda of the subjects to be discussed.

7. Members of the Shop Committee and members of the Local Executive Board will be retained in the employ of the Company during their respective terms of office notwithstanding their position on the seniority lists, so long as work is available which they are able and willing to perform. Shop Committee members will be retained on the day shift. In those circumstances where a Committeeperson is required by Management to stay after their regular shift or to report prior to their regular shift, they will be paid at the appropriate rate of pay.
  
8. To provide the Union with time to conduct Union business, it is agreed that while the Plant Chairperson has assigned duties to perform for the Employer, he or she will be allowed two and three-quarter (2.75) hours per day (inclusive of clean-up and break periods) to attend to Union business with pay. It is further agreed that the said time may be spent either in or outside of the plant, that there will be no day to day accumulation of this time if it is unused and that the Plant Chairperson will undertake, wherever possible to use this time for processing grievances. Union business spent outside the plant will not be considered an absence under Article VI (11). The two and three-quarter (2.75) hours Union business time shall occur during the last two and three-quarter (2.75) hours of the shift. This Union time will be in addition to the time the Plant Chairperson is already granted elsewhere in the Agreement. It is further agreed that if time is required to be spent out of the Plant on Union business relating to The Gates Rubber Company, with prior notice given and approved by the Company for any of the Committee members, the Company will credit the affected Committee members' vacation and pension accruals as if they had been actively at work. It is also agreed that the Company will provide the Union with a file cabinet, chairs, and telephone in order for the Union Committee to have the ability to maintain and have access to their Union records.

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9. The Chairperson will have access to the plant during working hours upon the request of the Union Representative provided, however, that the said Chairperson reports to the Supervisor of the shift upon entering the premises.
10. In the processing of grievances and complaints the Plant Chairperson will be the primary person to handle such matters, except that in the absence of the Chairperson, the Recording Secretary shall perform this duty.
11. In the absence of the Plant Chairperson, the Recording Secretary will be appointed to act as an alternate chairperson and will be provided all union time privileges as defined herein.
12. In the event the whole Committee is absent, one alternate will be appointed to cover the day shift. In the event of an absence of an off shift steward, the Union will appoint an alternate to cover the off shift. Employees who are appointed as alternates will assume the responsibilities and duties of the committee person or steward they are replacing. However, alternate committee persons/stewards will only be allowed time off the job in accordance with Article (6) Sub (3).
13. Twenty-four (24) hours notice will be given, in writing, whenever possible to the Company in the event an alternate is appointed.
14. One member of the plant committee shall be scheduled to work, provided they are capable of performing the work, on the day shift, Saturdays, Sundays, holidays or during vacation shutdown. In the event none of the committee members accepts such opportunities, an alternate will be appointed from those employees already scheduled to work. In the event a committee person is scheduled to work under this provision, such assignment of work will not form the basis of a grievance from any employee in the classification in which the work was assigned or create an imbalance in the overtime equalization procedure.

## ARTICLE VII -GRIEVANCE PROCEDURE

1. Disputes arising from the interpretation of this agreement or from any other cause affecting any employee or group of employees covered by the agreement shall be negotiated between the Plant Committee of the Union and the Company. It is the mutual desire of the parties hereto that complaints and grievances of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he or she has first given his or her supervisor an opportunity of adjusting the complaint. He or she shall do this within five (5) days after the alleged circumstances originated or occurred.
2. If any differences arise hereafter between the Company and the union, of any employee or employees as to the proper meaning or application of the terms of this agreement, there shall be no stoppage or suspension of work on account of such differences, but such differences shall be submitted through the following grievance and arbitration procedures. An employee shall not leave his or her job to discuss any matter until the Company has had reasonable time to provide a relief person.
3. **STEP 1:** Any employee seeking adjustment of a complaint shall confer with his or her supervisor, accompanied by a committee person. Should this employee or the committee person not receive satisfaction from the supervisor within **two (2)** working days, the matter may be deemed a grievance, and dealt with as hereinafter provided. The complaint shall be detailed on the proper form (Local **195** Grievance Form Gates-Windsor Operations) in order to be processed.
4. **STEP 2:** The grievance of the employee shall be reduced to writing on a standard form, and shall be signed by the employee and the committee person, and presented to the

Human Resources Manager within two (2) working days from the date the Supervisor's decision was rendered at Step 1. The complaint shall be detailed on the proper form (Local 195 Grievance Form Gates-Windsor Operations) in order to be processed. The Human Resources Manager and/or the Department Manager shall discuss the matter with the committee person and may upon his consideration, discuss the matter with the employee with his or her committee person present and with or without the supervisor concerned, and then render a decision within three (3) working days of receipt of the grievance. If the decision is not satisfactory to the employee concerned, it may then be referred to the Plant Committee.

5. STEP 3: Within five (5) working days of receipt of management's answer at Step 2, the Plant committee will meet and discuss the grievance with representatives of the management of the Company, and at this meeting any national representative of the Union or designee from the local may be present, if his or her presence is requested by either party. Any meeting of the plant committee and management will be held at a time mutually agreed upon but not later than five (5) days after notice has been given, or any extension of time as may be mutually agreed upon. If the grievance is not settled to the satisfaction of the plant committee and management, then the grievance may be referred to arbitration. The complaint shall be detailed on the proper form (Local 195 Grievance Form Gates-Windsor Operations) in order to be processed.
6. Any settlement arrived at between the Company and the Union at any stage of the grievance procedure shall be put in writing and shall be considered to be, with respect to that grievance, final and binding upon the Company, the Union, and the employee or employees concerned.
7. The time limits specified in Article VII shall be deemed to be exclusive of Sundays, Saturdays, and statutory holidays as

defined herein, and may be extended by agreement between the parties concerned. It is understood and agreed, that in the event there is no agreement to extend the time limits:

- a) Any grievance which is not filed or processed within the time limits set out in the preceding grievance procedure clause, will not be considered under any circumstances, and any grievance which is not answered by the company and placed within the union mailbox or given directly to a union representative within the above limits, will be considered as settled in the union's favour on a non precedent basis, except when time limits have been extended by the parties.
  - b) The provisions of Article VII 7(a) and VIII (1) shall apply notwithstanding any legislative provisions to the contrary. Grievances disposed of pursuant to these articles shall be on a without prejudice basis.
8. If the Company has a grievance, it shall be taken up by plant management with the plant committee and if not settled satisfactorily within a further five (5) days, the grievance may proceed to arbitration under the provision of Article VIII.
  9. Where grievance settlements involve monetary awards, such awards shall be paid by direct deposit made by separate payment apart from the normal pay by the next pay period, if the grievance settlement is for an amount greater than eight hours pay.

## **ARTICLE VIII – ARBITRATION**

1. If any decision is not satisfactory to management or the Union, written notice of appeal may be served on management or the Union within ten (10) regular working days of the delivery of the decision appealing there from to an impartial arbitrator. If the grievance is not referred to arbitration in writing within ten (10)

regular working days of the decision given by management at step #3 of the grievance procedure, then the grievance shall be deemed resolved as per management's last answer at step #3.

Both parties agree that the following arbitrators shall be used to arbitrate grievances:

- 1) Michael V. Watters
- 2) Professor W.B. Rayner
- 3) Professor E.E. Palmer
- 4) Professor G.J. Brandt

Arbitrators shall be designated in numerical order. The decision of the arbitrator shall be final and binding upon both parties.

2. The arbitrator shall not have jurisdiction to alter, or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, not to give any decision inconsistent with the terms and provisions of this agreement.

The Arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty, as in the opinion of the Arbitrator, is just and equitable. Also, no grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance, and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

3. Each of the parties hereto will bear one-half (**112**) of the expense of the Arbitrator. The Union, it is agreed, will pay the lost time of the interested party or parties to the Arbitration, and any Union witnesses that might be required for the hearing. The Company shall pay the Union Chairperson for one day, eight hours at his/her straight time rates for attendance at

arbitration. If there should be an accumulation of grievances to be referred to Arbitration, one Arbitrator shall be constituted to deal with all such grievance disputes.

4. Any statement used by the Grievor, or the Union, or the Company will not preclude the subsequent use of other clauses of this contract in support of, or denial of, the grievance up to and including Arbitration.
5. All reasonable arrangements will be made to permit the conferring parties to have access to the Plant to view the disputed operations, and to confer with the necessary witnesses.
6. An allegation by the Union that the Company or an allegation by the Company that the Union has violated or misinterpreted this Agreement may be lodged in writing as a Policy Grievance to the party concerned. Failing satisfactory settlement, the Policy Grievance may then be appealed to an Arbitrator selected as herein provided.

## **ARTICLE IX - DISCHARGE CASES**

1. a) When an employee has been discharged or suspended, he or she shall be advised that he or she may interview with his or her Union Representative on their shift. If the employee so chooses, this will be done in private for a reasonable period of time before leaving the Plant premises.  
  
b) When an employee is suspended for any length of time, Saturdays, Sundays and holidays will be counted if these days are scheduled for the employee to work.
2. A claim by an employee that he or she has been wrongfully suspended, or discharged, shall be treated as a Special



Grievance, if a written statement of such grievance is lodged with the Management or its designated representative within five (5) working days. Failing satisfactory settlement, the grievance may then be appealed to an Arbitrator selected as herein provided.

3. The Company will notify the Union Representative on that shift prior to the start of the meeting, the nature of the meeting, or the discipline to be imposed.
4. The Company will supply the Plant Chairperson with a copy of the documents pertaining to the discipline imposed.
5. The Company will provide notification to the union of the discharge of any bargaining unit employee.

#### **ARTICLE X - DISCIPLINARY ACTION PROCEDURE**

1. To enforce plant rules and regulations, the Company will follow a progressive discipline system which may include warnings, suspensions, and terminations.
2. When any employee is called to the office for an interview for work record counselling or for disciplinary action, no disciplinary action will be taken until a Union Representative or designee *is* present, provided there is one available. The company will notify the union representative or designee of the subject matter prior to the meeting.
3. The specific discipline imposed depends on the breach of rules and regulations and the circumstances. In serious **cases** such as theft, the employee may be discharged without any prior disciplinary steps.
4. Disciplinary measures should suit the offence and the principles of progressive discipline. The employee may treat verbal warnings, written warnings, suspensions, or discharge as grounds for a grievance.

5. Each individual warning or disciplinary notice will be in effect for one year from the date of issue. Upon expiry of the period above, such entries shall be removed from the employee's record and will not be used in imposing future disciplinary action against said employee.
6. When discipline (written warning, suspension, and discharge) is to be imposed by the Company, said discipline shall be imposed within ten (10) work days from the date the Company was aware of the infraction, including the identity of the alleged offender(s). If the above time limits are not strictly adhered to, the discipline will not be imposed or recorded. These time limits may be extended by written agreement of both parties. For the purpose of this article, work days shall exclude Saturdays, Sundays, holidays and days the alleged offender is absent from the plant.

## **ARTICLE XI • SENIORITY**

1. An employee will be considered on probation and will not be placed on a seniority list until after he or she has worked for a total of eighty (80) days for the Company within a period of twelve (12) consecutive months.

Seniority shall date from eighty (80) days prior to the completion of their probation period with the Company, and will accumulate thereafter. The probationary employee will have the right to process any grievance during his or her probationary period, except that the discharge of a probationary employee is at the sole discretion of the Company and shall not be the subject matter of a grievance under this agreement unless such discharge is contrary to Article III, Sub 1 of this agreement, the proof of which shall be upon the Grievor.

2. Seniority lists of employees shall be maintained by the Company on a plant-wide basis, and each list shall show the date of hiring of each employee.

3. Seniority lists will be revised every three (3) months and will be posted in the plant with one copy to each member of the Plant Committee and one copy to the Union so that they are available to the employees concerned at all times. If an employee does not challenge the position of his or her name on the list within the first ten (10) working days from the date his or her name first appears on the list, then he or she shall be deemed to have his or her proper seniority standing for the purpose of the application of seniority to promotion, demotion, transfers, layoffs, recalls, provided however, that any clerical error in the seniority list shall be subject to correction at any time neither the Company nor any employee shall suffer as a result of such error or the correction of such error.
4. When an employee is removed from the payroll, the Company will notify the Chairperson of the Plant Committee wherever possible, prior to the said removal.
5. Any future appointees to supervision, or excluded jobs, are to maintain their seniority as of the date of transfer providing the employee returns to the bargaining unit within six (6) months from the date of the employee's date of transfer or appointment.
6. Seniority employees will be assigned work duties first, then to probationary employees or TPT's.

#### **ARTICLE XII • LAYOFF AND RECALL**

1. Except for the classifications of Millwright and QC Technician, when there is a reduction in the working force the following procedure shall be used:
  - a) TPT's throughout the plant will be laid off first.
  - b) Probationary employees throughout the plant will be the next to be laid off.

- c) Thereafter, employees shall be laid off according to seniority procedure on a plant-wide basis. The most senior employee will be retained as long as there is work available which they are able to perform.
2. In the event a plant wide layoff occurs, as described above, that impact employees in the classification of Q.C. Inspection, Maintenance Setup, SPC Technician, Shipping/Receiving and Lift Truck Driver, the following additional procedures shall be followed:
- a) The Company shall post for a backup in the affected classification.
  - b) Up to twenty-five days training (or more upon mutual agreement) shall be provided to the most senior applicant for the backup posting who meets the minimum requirements of the role.
  - c) During this period of training and qualification, the classified employee that is affected by the layoff will be retained as an active employee until the backup(s) are deemed qualified.
  - d) Where a layoff is necessary, with the exception of temporary layoff as provided for in Article XIII, the Company will give at least forty-eight (48) hours notice of such layoff to the employee or employees affected, and to the Chairperson of the Plant Committee or pay in lieu of notice eight (8) hours at straight time rates to the employee or employees affected. This pay in lieu of notice shall not be required if the layoff is a result of an Act of God, mechanical failure, or circumstances beyond the control of the Company.

- e) An employee who is moved from one classification to another due to a reduction in the workforce will be returned to his/her previous classification in accordance with seniority should an opening occur in that classification within twelve **(12)** months from the date of the reduction. This provision shall not apply to any employee who has been a successful applicant on a job posting during the twelve-month period.
  - f) An employee who is transferred from one classification to another due to a reduction in workforce will become the primary backup on shift in the classification from which they were reduced.
3. Reductions in the classifications of Millwright and QC Technician shall be based on seniority within these classifications and subject to production requirements as determined by the Company.
4. a) When there is an increase in the working force after a layoff, the reverse of the above layoff procedure shall be followed.
- b) If the employee cannot be reached by telephone, the Company agrees to send recall notices by registered letter to the last address shown on the Company records.
- c) Each employee who is laid off shall keep the Company informed as to his or her current address, failing which the Company will not be responsible if notice of recall to work fails to reach said employee.
5. A list of employees to be laid off will be made available to the Plant Committee at least forty-eight **(48)** hours, prior to the layoff becoming effective.

6. An employee will be retained on the seniority list during a layoff and will accumulate seniority during such period, subject to the limitations under Article XVI (1e) Loss of Seniority provisions.

### **ARTICLE XIII - TEMPORARY LAYOFF / PARTIAL DAY OR WEEK**

1. The Company may layoff employees on a temporary layoff to a maximum of two times per contract year and for no more than two (2) working days in each of these occurrences without observing the layoff procedures contained in this agreement. This provision applies to emergency situations (e.g. fire, flood, power failure, lack of parts, major mechanical breakdown).

In these situations, the Company shall notify employees of a temporary layoff. Those wishing to volunteer for this temporary layoff will inform their supervisor of their interest. Layoffs will be granted to the most senior volunteers first. However, the Company reserves the right to limit the number of senior employees to exercise this option in order to balance skill and experience base with production requirements. The Company and the Union, by mutual agreement, may utilize voluntary layoffs in response to business conditions other those listed above. Failure to reach agreement will result in Article XII language prevailing.

### **ARTICLE XIV - JOB POSTING**

1. Whenever an opening occurs, notices of such openings shall be posted on the bulletin boards within twenty-four (24) hours and be posted for a period of three (3) working days. An employee wishing to apply may do so on a form provided within the said three (3) day period. The decision to fill such vacancy shall be made in favour of the applicant having the greatest plant-wide seniority who is able and willing to perform the work. An employee who is transferred as a result of a job posting will not be eligible to apply for another job for a period of six (6)

months. An employee who has been disqualified by the Company during the trial period may apply for a different job classification within the six (6) month period.

Failing any able applicants for the job vacancy, the Company will appoint the able low seniority employee in the Assembler classification to fill this vacancy. This will include employees who are still within the probationary period.

2. Probationary employees shall be eligible to bid for jobs during their probationary periods, however, this in no way restricts the Company from utilizing them on jobs to see where they can be fitted in as employees.
3. A successful applicant shall be transferred to the new position within five (5) working days of the completion of the posting period. However, in the event the successful applicant is being replaced through a secondary posting, the transfer may be delayed beyond five (5) days.
4.
  - a) A successful applicant will be given training for a period of up to thirty (30) working days, of which at least five (5) days shall be consecutive (subject to unforeseen circumstances). This training period may be extended with the mutual agreement of the parties. During the training period, periodic progress reports will be used to record training progress. Copies of these reports will be given to the employee and the Union.
  - b) It is understood that management may disqualify an employee during this training period if the ability and physical capabilities to perform the job have not been demonstrated. Management shall give the reason for disqualification in writing.

- c) In addition, after the first five (5) days of training, if the Company feels the employee is qualified to perform the work, it shall notify the employee. The employee may accept the position immediately, or may delay their decision by 24 hours, following which they may accept the position by so signing in writing, or decide to return to their previous classification.
  - d) Any employee may during the thirty (30) day training period give up the position and return to their former classification. Employees who have been disqualified or have given up their position may not apply for the same job classification for a period of twelve (12) months.
  - e) If the employee returns to their former classification within the thirty (30) day training period or is disqualified from the position, the Company will return to the original job posting for selection of the next applicant in accordance with Article XIV (1), and so forth.
5. a) It is understood that the job classification of Industrial Millwright Mechanic will not be a posted job, but will instead be filled by outside journeymen or work years equivalency candidates.
- If the company deems it necessary to create a millwright apprenticeship opening, this opportunity would be afforded to internal applicants who have satisfactorily passed a qualifying aptitude test and have the seniority to gain the position.
- b) It is understood that the job classification of Q.C. Technician will not be a posted job, but instead will be filled by outside candidates.



6. The Company will endeavour to maintain a minimum of one backup per shift for the classification of QC inspection, SPC technician, shipper/receiver, lift truck, maintenance setup, janitor and waterspider. An employee shall not be entitled to hold more than one backup position. Any permanent vacancy that occurs in the backup list will be filled through a posting in the same manner as regular full time postings. Backup employees are required to perform the job duties as directed by supervision. If a Backup has not been scheduled to work in the classification for a period greater than three months, and they are scheduled to cover a planned absence, the Company will schedule the Backup for one (1) day within the classification prior to filling the planned absence.
  
7. When it becomes necessary to temporarily transfer employees from one classification to another classification the following procedure will apply:
  - a) The backup person on shift will be the first transferred if one is available.
  - b) If there is no backup, it will be offered to the high seniority employee on shift who is able to perform the work.
  - c) If there are no seniority employees on shift who volunteer to transfer then the low seniority employee on shift who is able to perform the work may be transferred.
  - d) If there are no employees on shift who are able to perform the work, an employee (in the classification) from the previous shift shall be offered the opportunity to stay and cover the shift (a minimum of two (2) hours). An employee on the following shift can be asked (call-in procedure) to come in early to cover.

Such employees as may be assigned to the temporary work shall receive the pay of their regular job classification or the top rate of the job classification in which the temporary work occurs, whichever is the higher. If the classification being

transferred to is a higher rate of pay, the higher rate will be paid for the cumulative time worked in that classification during the shift, or one (1) hour, whichever is greater.

8. Employees who are absent from work at the time of a full time job posting shall be eligible to apply for that posting if they return to work within two (2) weeks, from the day the posting went up,
9. In the event that bargaining unit employees are assigned to train other employees, seniority employees within classifications other than assembly, will be normally responsible for the training of trainees and will receive a training rate pursuant to the training letter of agreement #5.
10. In the event the Company were to utilize a backup in a fulltime capacity, for reasons of surge in work and not to cover for the absence of a fulltime classified employee, this period shall not exceed twenty-five (25) consecutive working days. This period may be extended by the mutual agreement of the parties. In the event the Company were to utilize a backup for surge in work for a period of twenty-five (25) consecutive days (or as extended by the parties) and not to cover for the absence of a fulltime classified employee a full time job posting would be created.
11. Employees who wish to remove themselves from a classified position other than assembly due to medical or physical requirements must provide legitimate documentation. Any employee removed from a position as defined above will be ineligible to job post for this similar role for a period of six (6) months and must provide written legitimate medical clearance satisfactory to the Company, that they are capable of performing the job duties.

12. All classifications other than Assembler will not be eligible to hold backup positions. Those employees outside the classification of Assembler holding Backup positions prior to the November 20, 2005 contract will maintain their Backup position until such time that they successfully post into a new classification.

#### **ARTICLE XV - TRANSFER OF OPERATIONS**

1. In the event the operations of the Employer's Windsor, Ontario plant are transferred to another plant location elsewhere in Ontario, Canada, each seniority employee shall be given the opportunity to transfer to the new location retaining their cumulative seniority before new employees are hired.

#### **ARTICLE XVI - LOSS OF SENIORITY**

1. Seniority rights and employment of an employee shall cease for any one of the following reasons:
  - a) If the employee quits his or her employment.
  - b) If the employee is discharged and such discharge is not reversed through the grievance or arbitration procedures.
  - c) Failure to return to work within five (5) working days after issuance of the Company's notice of recall by registered mail to the last address shown on the Company records after a layoff. This clause shall not apply if the employee furnishes satisfactory reasons for such failure.
  - d) If the employee fails to report for work within three (3) working days after the expiration of any leave granted to him or her, unless the employee furnishes satisfactory reason for such failure.

- e) If an employee has been laid off for the following period:  
 From date of seniority to 1 year:      One year recall from layoff date.  
  
 1 year and over:      Length of service up to a maximum of six years from layoff
- f) If an employee is absent for more than four (4) consecutive working days without advising the Company unless the employee provides satisfactory reason for his or her absence.
- g) If an employee is engaged in gainful employment for any other person, firm, or corporation during a leave of absence.

**ARTICLE XVII - LEAVE OF ABSENCE**

1. Personal Reasons: An employee will be allowed a sixty (60) day leave of absence without pay for personal reasons if:
  - a) He or she requests it from Management in writing.
  - b) The leave is for a good reason and does not interfere with the operations. However, in emergency situations, leave shall not be unreasonably denied.
  - c) Any employee granted an emergency leave of absence will not be required to take their vacation entitlement prior to a leave being granted.
2. All requests for leave of absence under this Article shall be made at least thirty (30) days, whenever possible, prior to the proposed commencement of the said leave of absence. The Union will be notified of all leaves granted under this section.
3. During the leave of absence the employee shall not engage in gainful employment for any other person, firm, or corporation.

4. Leave of Absence to Attend Union Convention: An employee who has been elected or appointed by the Union to attend Union Conventions or Conferences shall be granted a leave of absence without pay for this purpose. The Union will inform the Company of the names of the delegates. Such leave of absence shall not exceed nine (9) consecutive working days at any one time, or an aggregate of fifty (50) working days for all employees in any twelve (12) month period.
5. a) Leave for Union Business: The Company will grant a leave of absence without pay, social security, vacation pay, and holiday pay, to employees designated by the Union who become members of the Union's National Staff or Local 195 Union Office, and such leave of absence shall extend from year to year, subject to renewal thereof on the anniversary date of the granting of such leave of absence.  
  
b) Leave for General Council Business: The Company will grant a leave of absence for four (4) hours without pay to those general council delegates working on the afternoon shift in order to attend General Council Meetings. The Union will keep the Company fully informed as to the Delegate names and schedule of meeting dates.
6. Education Leave: The Company shall grant Union sponsored education leave for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time. Said leave of absence will be intermittent over a twelve (12) month period from the first day of leave. Employees on leave of absence will continue to accrue seniority and benefits during such leave.

7. **Affect of Leave of Absence:** Any leave of absence will be in writing and no such leave will affect any employee's seniority rights when used for the purpose granted, provided he or she returns to work at the expiration of his or her leave.
8. **Pregnancy/Parental/Adoption Leave:** Employees will be granted a leave in accordance with the Employment Standards Act.
9. **Jury Duty:** When an employee is summoned and reports for Jury Duty or Crown Witness, the Company will pay the employee his or her regular wages for the scheduled hours of work, less the payment received from the court. The employee must present a letter or receipt indicating the amount paid by the court.
10. **Bereavement Leave:** In the event of the death of an immediate relative, an employee shall be granted a paid leave of absence of three (3) consecutive work days at the employee's regular rate of pay, one of which days shall be the day of the funeral. These days shall be exclusive of weekends and paid holidays.

Should the funeral occur during a weekend or a paid holiday, the leave shall be granted on any three consecutive workdays immediately preceding or following the weekend or paid holiday.

Immediate relative shall mean employee's mother, father, stepmother, stepfather, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, step-mother-in-law, step-father-in-law, grandparents, step-children, foster children, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparent of spouse, common-law spouse, parents of common-law spouse and children of common-law spouse.

For purposes of this subarticle, common-law spouse shall be as defined in the Family Law Act, and provided that the employer has recorded the spouse as the beneficiary of the group life insurance and/or a dependent on health and welfare coverage. This latter requirement shall not apply if the employee was or is required to provide such coverage to a former spouse pursuant to a court order or separation agreement.

Bereavement leave during an employee's scheduled vacation will extend the vacation with pay by the number of qualified days. Extended vacation will be taken at a time mutually agreeable to the Company and the employee.

11. The Company will grant a leave of absence to any employee who is convicted under the provision of the Criminal Code of Canada, and the Highway Traffic Act (Ontario) relating to offences arising out of the operations of a motor vehicle (the Same to include driving a motor vehicle while intoxicated) if the employee is sentenced to a term of imprisonment therefore. This leave of absence shall not exceed 120 days.
12. If an employee is sentenced to imprisonment of 30 days or less for a Criminal Code offence not provided for in subarticle 11, the employee may apply for a leave of absence, and the Company will accept the sentence as a satisfactory reason for the employee's absence from work during the term of imprisonment, on a one-time basis only. This article shall not prevent the Company from disciplining employees for just cause for matters which have lead to imprisonment.

#### **ARTICLE XVIII - BULLETIN BOARDS**

1. The Company will provide the Union with two bulletin boards. One board to be located in the employee lunchroom, and the other located in a prominent location in the plant.

## ARTICLE XIX - UNION SECURITY AND CHECK-OFF OF UNION DUES AND INITIATION FEES

1. It is agreed by the parties that all employees shall sign a Union Membership Card and shall remain members of the Union as a condition of employment. The Company agrees to give to each new employee a copy of the Collective Agreement.
2. It is also agreed by the parties that 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 weekly, 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. Union dues shall be deducted weekly from all employees.
3. The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or Bylaws of the National and Local Union. In case of any conflict, the Bylaws or Constitution of the National Union shall govern.
4. The Company agrees to forward to the Financial Secretary of the appropriate Local Union by cheque each month, not later than five (5) working days following completion of the first full week of the following 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. If requested, the employee list detailing applicable deductions shall be supplied electronically. Notwithstanding the above, the Bargaining Agent will comply with the Personal Information Protection and Electronic Documents Act and any applicable legislation.



5. The Financial Secretary of each Local Union 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.
6. The Company shall be free from any liability by reason of the deductions authorized in this Article.
7. The monies referred to in this Article are to be held in trust by the Company. These monies cannot be used in any fashion by the Company or its agents or any agents acting on behalf of its' creditors. The sole and exclusive role of the Company is to deduct the monies and hold them in trust until such time as they are remitted to the Union in accordance with this Collective Agreement.

#### **ARTICLE XX - PAID EDUCATION**

1. On prior approval of the Company, an employee who successfully completes a course related to their job function shall be reimbursed for one hundred (100) percent of the tuition fees associated with such course.

#### **ARTICLE XXI - PAYMENT OF WAGES**

1. Payment of wages shall normally be made prior to lunch period on Thursday on the employee's scheduled shift, except that when a holiday occurs on a Monday, payment of wages shall normally be made on Thursday prior to the end of the employee's shift. However, for those employees on the midnight shift when a holiday occurs on a Monday, payment of wages shall normally be made during their Friday shift. Those affected employees will have the option of obtaining their pay stubs via the reception office at the end of the day shift on Thursday, upon providing satisfactory identification.

2. If a holiday falls during the pay week, the Company will have to submit payroll on the prior Friday. In these cases the Company will have to estimate the balance of the week's hours and make any plus or minus adjustments the following week.
  - a) If the holiday falls on a Friday, the same procedure will be followed as described in 2 above. In these cases then, pay stubs and wages will be available on Wednesday prior to the shift end. Except that those employees on the midnight shift, shall receive their pay on Thursday prior to shift end. Those affected employees will have the option of obtaining their pay stubs via the reception office on Wednesday at the end of the day shift upon providing satisfactory identification.
  
3. Whenever a pay is in error by an amount greater than three (3) hours of that person's wages as a result of management error, a cheque in the proper amounts is to be given within twenty-four (24) hours (i.e. Prior to the lunch period) for employees on the day shift. If the employees are scheduled off the following day, a cheque will be given on the Thursday, prior to the shifts end. Employees on the afternoon or midnight shift shall be given a cheque within twenty-four (24) hours.
  - a) The only exception to this is when the only cheque error is caused by a discrepancy between estimated hours and actual hours worked for instances described in 2 above.

## **ARTICLE XXII - HEALTH AND SAFETY**

1. The Company agrees to maintain adequate sanitary, safety, and health conditions throughout its buildings, and will provide the following protective clothing and devices:

## Plant Personnel Protective Clothing and Devices:

1. Protective smocks or coats or coveralls.
2. Gloves, knit or rubber as applicable.
3. Safety glasses, non-prescription, and prescription per plan.
4. Safety footwear.
5. Aprons where required.
6. Fingertape.
7. Powder.
8. Armlets if requested.
9. Hearing protection if requested/required.
10. Barrier cream.
11. **Wrist** supports as requested and prescribed by a physician.
12. Plastic boots if requested.

The Company reserves the right to stipulate the terms and conditions under which protective devices are issued and used by the employees, subject however, to the Occupational Health and Safety Act and Regulations of Ontario, and amendments thereto. No employee will be disciplined for refusal to use any equipment which, in the opinion of the Union Co-Chairperson of the Joint Health & Safety Committee and the Management Co-Chairperson is not in safe operating order.

2. A Joint Health & Safety Committee composed of both Union and Company representatives shall be set up as provided for by law. The Joint Health & Safety Committee shall meet monthly or at such other times as may be desirable.
3. The purpose of the Joint Health & Safety Committee will be to meet regularly and to conduct scheduled inspections of the plant in order to check on possible health and/or safety hazards. Further, the Joint Health & Safety Committee will meet to review any accidents with a view to implementing measures to prevent further occurrences of the same nature.
4. It is understood that the purpose of the Joint Health & Safety Committee is not to place blame, but work cooperatively in a matter which will protect all employees from safety and health hazards. Recommendations made by the joint committee should be given careful consideration by top management and implemented as soon as possible.
5. There shall be adequate ventilation in the plant. The Company shall ensure that fumes from all tanks in the plant are removed promptly from all areas where employees are required to perform work.
6. The Company agrees to provide safety glasses in designated areas. Prescription glasses will be provided when required to seniority employees only. The Company will pay up to one hundred and thirty dollars (\$130.00) within a two (2) year calendar period (January 1 to December 31) for prescription safety glasses purchased through the Company approved vendor. The Company will replace damaged safety glasses, or pay for necessary repairs to same, when the damage materially affects their use and if the damage was not caused through the employee's negligence. If an employee loses his/her safety glasses, the employee will be required to pay the full cost of replacement.

7. Each seniority employee will be entitled to an allowance of up to one hundred and thirty dollars (\$130.00) per pair of safety shoes, through the Company approved vendor, once every calendar year (January 1 to December 31) upon receipt by the Company of proof of purchase.
8. It is agreed that heat passes, when requested, will not be unreasonably withheld.
9. The Company agrees to provide each seniority employee with Company approved earplugs or one headset, if requested. The headset shall remain the property of the Company and the employee shall be required to pay the full cost of replacement if lost or damaged.
10. The Company shall provide employees in the janitorial, shipper/receiver and lift truck classification, coats and gloves as defined by the Company. The employee will be responsible for the cleaning, care and maintenance of this Company issued equipment. The Company will have responsibility to solely evaluate and replace these items based on normal wear and tear.

#### **ARTICLE XXIII - INJURY ALLOWANCE**

1. An employee injured on the job shall be paid for the balance of his or her eight (8) hour shift on which the injury occurred, if, as a result of such injury, the employee is sent for appropriate medical attention by the Company. The Company will make available transportation for such injured employee.

If an employee requires further treatment for his or her injury, he or she shall be allowed to take said treatments during the working hours without suffering any loss in pay. Provided however, he or she is to attend for the treatment and return to

work as quickly as is reasonably possible. And, provided further, the employee is not to take the aforementioned time from work if the treatment can be given to the employee at a time other than during working hours.

#### **ARTICLE XXIV - REPORTING ALLOWANCE**

1. Employees who are regularly scheduled and have not received notice as hereinafter provided, not to report to work, and those who are notified to report for work, and having reported are prevented from working for reason beyond the control of the Company, shall be paid a minimum of four (4) hours at their prevailing rates. As a condition of payment, the employee shall perform any available work, which is requested of him or her by the Company during the four (4) hour period.
2. Any notice required to be given under this section by the Company shall be deemed to be sufficient if delivered to the last address of the employee on file with the Company or telephone to the last telephone number of the employee recorded with the Company and a message left. When the Company calls an employee to inform them not to report for work, a union representative or witness will be present when calls are being made.

#### **ARTICLE XXV - OVERTIME AND EMERGENCY CALL-IN**

1. An employee who has completed their shift, and having clocked out and left the premises, is then asked to work overtime, shall receive a minimum of four (4) hours pay at overtime rates for such additional work.

#### **ARTICLE XXVI - OVERTIME RATES AND CONDITIONS**

1. Time and a half after eight (8) hours.
2. a) All work performed on Saturday be paid at one and one half (1 ½ X) times rate of pay.

b) All work performed on Sunday to be paid at double (2X) times rate of pay.

3. All overtime work shall be voluntary, except for necessary work created by an Act of God, or where in the event any urgent or emergency work is required to be done under which the Company has no control, or as provided for below in items 6(b) and 8(c). Any employee **who** refuses to work overtime shall be considered as having worked overtime that day for future allotted overtime work.

Assignment of mandatory overtime as outlined above will be given by the end of the shift Thursday except when the overtime requirement is due to circumstances beyond the control of the Company.

Employees assigned to work mandatory overtime and who have more than one absence on an overtime day in any rolling twelve month period may be required to provide medical certification for future absences.

The Union is to assist and cooperate with management in securing any overtime as hereinbefore set out.

4. Total overtime hours will be accumulated on a yearly basis from January 1 through December 31 inclusive, then erased. No more than twenty-four (24) hours overtime will be allowed at year's end between any employee within the same job classification and on the same shift. Overtime hours shall be

charged on a straight time basis. In the event an inequity of more than 24 hours occurs within a classification and on the same shift, due to not following the overtime offering procedure, the Company shall compensate the employee(s) for the appropriate hours to bring them back into the 24-hour equalization.

5. a) Notice of overtime opportunity must be given at least one (1) hour before the shift ends for an extended shift, or in the case of a weekend, such as Saturday, Sunday, or a holiday, the work notice for overtime work must be given prior to the last hour of the shift on the Thursday, for the day and afternoon shift, and by the beginning of the midnight Friday shift, prior to the week end, and in the event of a holiday not on a weekend, a **thirty-six (36)** hour notice is to be given. If these time limits are not met, the employee(s) will not be charged for overtime opportunities refused.

b) Notice of overtime opportunity shall be given in the following manner:

An overtime sheet shall be posted for employees to sign demonstrating their intent to work the scheduled overtime.

Those employees who **do** not sign the overtime sheet whose low hours would have required them to work shall be charged as if refused.

6. In order that there be conformity in the granting of overtime, the following guidelines are to be allowed:

Overtime will be offered within the Assembler classification on the basis of low hours by shift. Overtime will be offered within all classifications other than Assembler on the basis of low overtime hours plant wide. In the event all hours are equal or at zero, overtime will be offered by shift to high seniority first. An exception to the requirement of offering overtime by low hours by classification and shift can be made for circumstances requiring overtime work of one (1) hour or less.

a) Daily/Weekday Overtime:

For **daily/weekday** overtime, the Company will normally offer overtime on the following basis:



Firstly: Overtime will be offered to seniority employees at the plant by low hours on the shift within classification.

Secondly: If insufficient classified seniority employees accept the overtime, the backup on shift for the classification, by seniority will be asked for overtime provided one is available.

Thirdly: Probationary employees in the plant on the shift in the classification.

Fourthly: TPT employees in the plant on the shift in the classification.

**b) Weekend Overtime:**

When the Company operates on all shifts and all shifts are scheduled to work either full or partial shifts, overtime for each shift will be offered in accordance with the following procedure:

Firstly: Seniority employees by low hours on the shift within the classification.

Secondly: If insufficient classified seniority employees accept the overtime, the backup on shift for the classification, by low overtime hours will be asked for overtime provided one is available.

Thirdly: Probationary employees on the shift within classification.

Fourthly: TPT employees on the shift.

Fifthly: If there are an insufficient number of employees in the classifications other than Assembly, then

the low hour **employee(s)** within these classifications shall be scheduled to work. This condition shall not apply to Sunday or paid holiday overtime.

7. a) When the Company schedules full or partial weekend overtime shifts, and it will not involve the scheduling of all of the shifts that the Company normally operates, the weekend overtime will be offered to Assemblers based on the **shift(s)** with the lowest average overtime hours as of the end of the previous weekend (end of the afternoon shift on Sunday). The Company will determine which **shift** schedule to run based on production requirements. Assemblers will be canvassed in accordance with the following procedure:

b) All shifts (days, **afternoons**, **midnights**) worked by the Company shall be averaged for overtime hour calculations.

Seniority employees by low hours on the **shift(s)** in the classification shall be offered to work first.

c) If there are an insufficient number of Assemblers available to perform the scheduled work on the scheduled **shift(s)**, the Company will offer the remaining work in accordance with the following procedure:

Firstly: Seniority employees on the **shift(s)** not scheduled to work with the second lowest average overtime hours, and so forth, will be asked for overtime in the classification, by low hours. If the opportunity to work on another shift is refused, these hours will not be charged as refused.

Secondly: Any other seniority employee willing to work outside their normal classification who is qualified to perform the Assembly work.

Thirdly: Probationary employees on the shift in the Assembler classification then probationary employees in the Assembler classification on the shift(s) not scheduled to work.

Fourthly: TPT employees.

- d) If the averaging of hours is equal between shifts then the Assemblers on the same shift in which the overtime is to occur will be asked to work in accordance with the asking procedures.
8. a) When the Company schedules full or partial weekend overtime shifts, and it will not involve the scheduling of all of the shifts that the Company normally operates, the weekend overtime will be offered to Support Staff (all classifications other than Assembly) based on low overtime hours within the classification plant wide as of the end of the previous weekend (end of the afternoon shift on Sunday). The Company will determine which shift schedule to run based on production requirements.
- b) If there are insufficient volunteers to work overtime, the Backup for the classification, by low overtime hours will be asked for overtime provided one is available.
- c) If there are no Backups to work overtime then the low hour employee(s) within these classifications shall be scheduled to work. This condition shall not apply to Sunday or paid holiday overtime.
9. a) If an employee is absent for any reason and their name comes up for overtime they will be charged as if refused. Any employee who is absent on the day overtime is offered but returns to work the next day, they will inform the supervisor of their availability to work.

- b) Employees returning from sick leave (short and/or long term disability), workers' compensation, leave of absence, layoff, or vacation, all in excess of two weeks, will be given an average of the total accumulated hours per person within their classification on their respective shift. If an employee is absent (for two (2) weeks or less) for any reason and their name comes up for overtime they will be charged as if refused. Any employee who is absent on the day overtime is offered but returns to work the next day, they will inform the supervisor of their availability to work. An employee reassigned to another shift shall be issued the average hours within their classification for that shift.
- c) If for any reason an employee enters a classification for more than fifteen (15) working days or re-enters a classification after being out of the classification for more than fifteen (15) working days, that employee will be given the highest number of accumulated overtime hours in that classification on that shift.
- d) New employees will be issued the highest number of overtime hours within their classification upon obtaining their seniority.
10. Employees including backups, scheduled and who report for mandatory overtime and are subsequently assigned to another classification will receive the higher rate of pay for that day.
11. Employees who having agreed to work any weekend or holiday overtime and decline on Friday or do not attend work on their scheduled overtime shift, will be charged two times (2X) the normal amount of hours. However for equalization purposes, if this situation were to occur near year-end, it will not give rise to an inequity in overtime hours beyond the twenty-four (24) hour rule. Employees scheduled to work a full eight (8) hour shift but who leave early shall be charged for the eight (8) hours.

12. Employees shall not be required to work more than eight (8) consecutive hours of overtime unless agreed to by the Company and employee.
13. Employees who are on a steady shift, beyond the normal two week rotation system, will have their overtime hours accumulate but will be red circled and will not count in the equalization, or averaging, of overtime hours.

For equalization purposes only, this clause will not be enforced on the midnight shift assembly classification if this shift is staffed on a voluntary basis for periods greater than two weeks.

14. In the event employees are contacted by phone for weekday overtime prior to the start of their shift, this overtime will be chargeable only if worked and not refused. However, if the employee cannot be contacted, then no hours will be charged. Whenever possible, supervisors contacting employees by phone for these purposes will have a union representative present to witness the call.
15. Once overtime equalization is posted, employees will have five (5) calendar days to dispute the hours and seek resolution. Any request beyond the five (5) calendar days will not be addressed.

#### **ARTICLE XXVII - PAID HOLIDAYS**

1. The Company will pay to all employees, their regular rate of pay for ten (10) paid holidays in each year of the contract if so qualified, or at a minimum per the Employment Standards Act as per the following schedule:

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

Plus, two (2) floating holidays starting first year, scheduled in accordance with production requirements.

2. To be eligible for holiday pay, you must work both the full regularly scheduled workday immediately preceding and immediately following the holiday. Absence on these qualifying days will be excused when the employee has obtained written permission from his or her immediate supervisor prior to the holiday. Excused absences will be at the Company's discretion. Proven unavoidable tardiness up to a maximum of one (1) hour will be accepted.
3. An employee required to work on any paid holiday is to receive two (2) times the employee's regular hourly rate in addition to regular pay.
4. Laid off employees will be eligible for holiday pay if they are laid off within fifteen (15) working days of the observance of the holiday.
5. If a holiday falls on a working day during an employee's vacation, he or she will receive a day's pay for such holiday in addition to his or her vacation pay, and will be granted an additional day off work.
6. For pay purposes, when any of the above holidays fall during the period when an employee is covered by short-term disability benefits, the employee will be paid \$64.00 for the holiday pay by the group insurance carrier and the Company will pay the additional amount to ensure those employees affected receive full holiday pay. Employees who are receiving long term disability (LTD) or Workers' Compensation benefits will not receive holiday pay.
7. Backup employees who have worked both the full regularly scheduled work day immediately preceding and immediately following the holiday, in their backup classification will be paid the rate of that classification for the holiday.

8. Probationary and TPT employees shall receive holiday pay for the statutory recognized holidays pursuant to the Employment Standards Act.

### **ARTICLE XXVIII - VACATION PAY**

1. Employees shall receive vacation pay in accordance with the provision outlined below:

<b>Length of Service</b>	<b>Vacation Pay</b>	<b>Vacation Time</b>
0 < 1 year	4% of gross earnings	- - days
1 - 5 years	4% of gross earnings	10 days
Upon completion of 5 yrs. up to 10 yrs.	6% of gross earnings	15 days
Upon completion of 10 yrs. up to 15 yrs.	7% of gross earnings	15 days
Upon completion of 15 yrs. and beyond	8% of gross earnings	20 days

2. It is agreed, the vacation pay will be computed on a July 1st through June 30th base, in the following manner:
  - a) Vacation pay will be paid on the last Thursday in June, by separate cheque.
  - b) Vacation pay will be calculated on gross earnings from the vacation-pay calculation date of the previous year, to the Friday preceding the last Thursday in June of the current year.
3. The Company will advise the employees by notice posted on the bulletin board, by May 31 in each year whether it intends to schedule a plant shutdown or a partial shutdown during the period June 25 through Labour Day of that vacation year.

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In cases where there is a scheduled shutdown or partial shutdown, up to two (2) weeks of any employees' vacation eligibility will be scheduled by the Company during such period. The Company reserves the right to limit the number of employees on vacation at any one time.

4. In cases where there is a partial shutdown the following procedure will apply:
  - a) Any seniority employee who is scheduled for vacation time off that falls within the partial shutdown will be deemed to be on vacation during that period. However, the Company reserves the right to limit the number of employees on vacation at any one time.
  - b) On or before March 15 of each year, the Company will post a sign up list requesting volunteers who wish to work during the partial shutdown period. The list shall remain posted until March 31. Employees who have requested vacation time which coincides with the partial shutdown period shall not be eligible to work during this period. Eligible employees who have volunteered to work the partial shutdown period will be scheduled to work, if needed, on the basis of seniority among those who have volunteered. Employees outside of assembly who have higher seniority will be allowed to work in assembly during a partial shutdown, if they have the skill & ability to perform the work. No more than 50% of the overall assembly group requirement will be made up of employees outside the assembly classification during the partial shutdown period.
  - c) Any employee who has used up their vacation eligibility prior to the shutdown or has been scheduled for vacation time off after the shutdown may be scheduled to work in accordance with seniority and production requirements.



- d) Any employee who has vacation eligibility and has not submitted a vacation request may be scheduled to work in accordance with seniority and production requirements. If there are more employees who fall in this category than the production requirements need, they will **be** deemed to be on vacation for that period.
  - e) Any employee who has no vacation eligibility and is not required to work during this period **will** be deemed to be on lay off.
5. In the event there is no scheduled shutdown or partial shutdown, vacations will be granted by the employer in accordance with seniority. However, the Company reserves the right to limit the number of employees on vacation at any one time, consistent with production requirements and sound business practices.
6. All vacation time requests, except for incremental vacation requests, must be submitted to the Company in writing on or before April 1 of each year. Employees will have the opportunity to submit two (2) vacation preferences. All incremental vacation time requests must be submitted to the Company in writing five (5) working days in advance. Employee's vacation requests for incremental periods of less than one (1) week may be taken after January 31<sup>st</sup> of that vacation year. These incremental vacation periods in total however will not exceed one (1) week of vacation eligibility for those employees with 3 weeks entitlement and will not exceed two (2) weeks of vacation eligibility for those employees with 4 weeks entitlement.

Employees with only two (2) weeks entitlement, and who have remaining vacation eligibility as of Labour Day, will have the opportunity to use up to one (1) week of vacation in incremental days after Labour Day provided five (5) working days notice is given.

The Company will post each year, the April 1<sup>st</sup> deadline notifying employees to submit their vacation requests. The Company will respond to vacation requests no later than May 31<sup>st</sup> of each year.

7. An employee who becomes ill during a vacation period does not receive an extension of such a vacation period.
- a. Vacation time off, must be taken within the year, and likewise cannot be accumulated from one year to the next. For the purpose of this article, the vacation year shall be January 1 to December 31.
9. In all instances, an employee must work one thousand (1000) hours during the period referred to in paragraph 2(b), to qualify for vacation pay, and also, in all instances, the employee will receive the eligible percentage of earnings or pay for the appropriate time off, whichever is greater. If an employee does not attain one thousand (1000) hours, government law will apply.
10. An employee who has earned vacation scheduled prior to July 1<sup>st</sup> shall receive an applicable vacation pay cheque at the time of taking such vacation, provided sufficient advance notice is given to the Company.

## **ARTICLE XXIX - BENEFIT COVERAGE**

1. The Company will pay the premium costs covering the following items for seniority employees and their eligible dependents. The Company reserves the right to select the carrier of each plan.
  - a. **Extended Health Services Plan GC**  
- \$2.00 co-pay; Prescription Drugs

- b. **Vision Plan EHC Plan GC**
    - \$200/24 months for glasses
    - \$350/24 months for medically necessary contact lenses
    - Eye exam every 2 years, \$65.00 cap
  - c. **Audio Plan EHC Plan GC**
    - \$330/5 years
  - d. **Out of Province Plan OP**
  - e. **Semi-Private Plan 1**
  - f. **Dental Plan 2S**
    - Orthodontics coverage at 50% co-pay up to a \$1500.00 maximum lifetime amount for eligible dependants only (17 years and younger).
    - 50% co-pay Crowns, Bridgework, Dentures, and repairs to Crowns, Bridgework, and Dentures to an annual maximum of \$1,500.00.
2. The Company will pay the premium costs covering the following items for seniority employees only. The Company reserves the right to select the carrier of each plan.
- a. **Group Life Insurance**
    - equivalent to 2X annual wage based on regular earnings.
  - b. **Accidental Death and Dismemberment**
    - equivalent to 2X annual wage based on regular earnings.
  - c. **Weekly Indemnity 1/1/8126**
    - November 20, 2005 60% of gross weekly wages to a maximum of \$550.00, 1st day accident, 1st day hospital, 5<sup>th</sup> calendar day illness maximum 26 weeks. Submission to carrier within 90 days.

d. Long Term Disability Insurance  
- **60%** basic monthly *income* limited to a maximum of **\$5000.00**, subject to reductions. However, your overall benefit from all sources shall be limited to **85%** of your monthly income. Long Term Disability commences at the completion of **26** weeks of Weekly Indemnity and is payable to your 65th birthday.

3. Benefit Plan coverage will be maintained for those seniority employees who are on approved pregnancy/parental leave of absence for their entire period of leave to a maximum period of 52 consecutive weeks. This benefit shall remain consistent with the Employment Standards Act (ESA). Any subsequent changes to the ESA will be considered **as** part of the collective agreement and take precedence.

4. The Company will reimburse to a retiree **80%** of monthly premium to a maximum of **\$100** for single, **\$175** for couples, **\$200** for family of the premium cost upon providing evidence for Green Shield Group Conversion Plan for life of this agreement. Application must be submitted within 60 days of termination from the current active Green Shield Group Benefits Plan. A retiree must be a minimum age of **60** with **10** years of *service* to qualify for this benefit.

5. Long Term Disability Definition

A state of complete and continuous incapacity, resulting from illness or accidental injury, which wholly prevents the participant from performing:

a) Each and every function of his regular employment during the elimination period and during the **twenty-four** months immediately following, without regard to the availability of such occupation; and

- b) Afterwards, any remunerated function or work for which he or she is reasonably fitted by training, education or experience.

Disability will only be recognized under a) above if the participant is receiving no remuneration arising either directly or indirectly from any employment, except under a rehabilitation program approved by the insurer.

For disability to be acknowledged, the participant's condition must require both regular and continuous medical care actually given by an appropriate specialist and appropriate therapy, considered satisfactory by the insurer.

The above list of benefits is only a general description of the benefits as negotiated between the parties. Full detail and particulars are specified in the legal plan texts and shall be considered the governing documents.

6. Employees who are off work because of a Workers' Compensation disability will be covered by the plans during their entire period of absence. However, if it is determined by the Workers' Compensation Board that the injured employee will be unable to return to the Company employ, the Company will cease to pay the premiums on her/his behalf.
7. Benefit plan coverage will be maintained for those seniority employees who are on layoff or leave of absence to the end of the second month following the month of layoff or commencement of leave of absence.
8. Benefit plan coverage will be maintained for those seniority employees who are absent due to non-compensable illness or injury for a period of twenty-four (24) months following the month in which the absence commenced.

## ARTICLE XXX - HOURS OF WORK

1. The hours of work will be maintained in accordance with the following schedule:

<b>Shift</b>	<b>Starting Time</b>
First Shift	6:50 AM
Second Shift	3:10 PM
Third Shift	11:00 PM

2. However, it is understood, that the Company reserves the right to alter the hours of work due to production requirements.
3. Employees required to rotate shifts shall be assigned for a consecutive period of two weeks on the off shift and such period on day shift, as to ensure equal distribution of rotation to all rotating employees. Shift exchanges shall be at the mutual Agreement of the employees involved, however, such variations shall be put in writing, and approved by the departmental supervisor in the week prior to the rotation. Such approval will not be unreasonably denied. Backup employees may only exchange shifts with employees in the same primary and backup classifications.
4. If conditions require the operation of a third shift, the Company will negotiate a fair and equitable rotation schedule with the Shop Committee.
5. Probationary employees will rotate at the discretion of the Company.

## ARTICLE XXXI - REST PERIOD

1. A rest period of ten (10) minutes for the first half shift and ten (10) minutes for the second half shift will be allowed. The time for each rest period to be mutually agreed to by the Company and the Union.

2. A five (5) minute clean up period will be granted to each employee at the end of the regular shift, as well as at lunch break.
3. The Company grants to the employees a ten (10) minute rest period following the completion of the regular shift, prior to the commencement of an overtime period, provided the employee is scheduled to work one (1) hour or more, and provided further, the employee receives one wash up period of five (5) minutes only, taken at the completion of overtime.

#### **ARTICLE XXXII - PRODUCTION STANDARDS**

1. It is the responsibility of the Company to establish production standards that:
  - a) Are fair and equitable.
  - b) Are based on the working capabilities of a normal worker,
  - c) Give due consideration to the quality of the workmanship required.
  - d) Give due consideration to fatigue, personal time, and delays.
  - e) Give a complete description of the methods and conditions under which the standard was established.

#### **ARTICLE XXXIII - ESTABLISHMENT OF NEW CLASSIFICATION**

1. Within fifteen (15) working days following the establishment of a classification not shown in this Agreement, the Company will submit to the Union, a description summary of the job and the classification to which it has been assigned.
2. In order to provide an appeal against a new classification and/or rate structure, the following procedure will be used:
  - a) The Union shall lodge the appeal in writing to Management.

- b) The appeal shall outline the reason or reasons for disputing the description and classification and rate of pay assigned and these shall be the only subjects of the appeal.
- c) Failing a satisfactory disposition of the appeal, either party may refer the matter to Arbitration.

**ARTICLE XXXIV -WAGE RATE AND CLASSIFICATION**

Classification	20/11/08	20/11/09	20/11/10
Assembler	\$19.35	\$19.74	\$20.33
Q.C. Inspector	\$21.01	\$21.43	\$22.07
Shipper Receiver	\$20.73	\$21.14	\$21.78
Q.C. Technician	\$26.09	\$26.61	\$27.41
S.P.C. Technician	\$22.58	\$23.03	\$23.72
Lift Truck Driver	\$19.91	\$20.31	\$20.92
Maintenance Set Up/ Machine Repair	\$21.73	\$22.16	\$22.83
Janitors	\$19.35	\$19.74	\$20.33
Industrial Millwright	\$28.95	\$29.53	\$30.41
Stores/Maintenance Setup	\$21.73	\$22.16	\$22.83
Waterspider	\$19.88	\$20.28	\$20.89
Team Leader	\$21.03	\$21.45	\$22.09

Shift Premium: Afternoons \$.45 Midnights\$.50

Line Leaders to receive \$0.50/hr above the rate of Assembler  
 Special Training Rate - \$0.30/hr additional to regular rate.

Rework shall be considered work of the assembly classification. The Company shall post the rework position pursuant to Article XIV (Job Postings), to be bid upon by shift. The rework positions shall be treated similarly to the back up positions for the purposes of this collective agreement. The successful applicants will be assigned to



rework duties on their shift by seniority, as needed, and will be paid the assembly rate plus a premium of twenty-five (\$.25) cents per hour, for each hour of rework.

#### **ARTICLE XXXV - NEW EMPLOYEES WAGE PROGRESSION**

- 1 It is agreed that the following procedure will be used with regards to newly hired employees:
  - a) They will start out at 80% of the permanent rate of pay.
  - b) On the 41<sup>st</sup> working day, they get 90% of the permanent rate.
  - c) On the 81<sup>st</sup> working day, they advance to the full rate of pay.
  - d) Classification of Industrial Millwright to be hired in at top of permanent rate.
2. It is also agreed that for the first eighty (80) working days of employment with the Company, an employee is considered to be a probationary employee, and is likewise not eligible to receive any benefits.

#### **ARTICLE XXXVI - DURATION OF AGREEMENT**

1. This Agreement shall be effective from the twentieth day of November, 2008, and shall continue in force through the nineteenth day of November 2011, and shall continue automatically thereafter for annual periods of one year each, unless written notice is given to either party not more than ninety (90) days immediately prior to the expiration date or anniversary date of any yearly period, that is desired to terminate or to amend the Agreement. In the event such notice is given, the parties shall commence negotiations within twenty (20) days thereafter. The final termination of the Agreement will be in accordance with the Ontario Labour Relations Act.

This agreement is hereby duly executed by the said parties, the 19th day of November 2008.

For: Gates-Windsor Operations  
A Division of Gates Canada  
Mark Dutell V.P. Human Resources  
Randy Cutler Director of Human Resources, N.A.  
Anthony Mancini Human Resources Manager  
Wayne Peddie Warehouse & Logistics Manager  
Sean Harwood Production Manager

**For:** National Union, United Automobile Aerospace and  
Agricultural Implement Workers of Canada (**C.A.W. -**  
Canada)

Katha Fortier National Representative  
Tammy Pomerleau Second V.P. CAW Local 195  
Tony Fabre Plant Chairperson  
Gail Joyal Recording Secretary  
**Joe Danaher** Committeeperson

**LETTERS OF UNDERSTANDING ON THE FOLLOWING SUBJECTS:**

**1. SUBSTANCE ABUSE**

- a) Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.
- b) Company assistance will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees, by the Company, to appropriate counselling services or treatment and rehabilitation facilities, such as Brentwood.
- c) The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment.
- d) A committee will be set up comprising representation of the Company and the Union, to administer the program.

**2. HARASSMENT, VIOLENCE IN THE WORKPLACE AND DISCRIMINATION**

The Company and the Union are committed to maintaining a work environment that is free of harassment, violence in the workplace and discrimination. Detailed policies that define these terms and describe procedures for investigation and corrective action are listed in the Gates-Windsor Operations Employee Manual, a copy of which can be obtained from Human Resources. In addition, employees may contact their supervisor, union representative or the human resources

department for further information on these important subjects. The company and the union also **recognize** that social and personal issues that occur away from work may affect an employee's attendance and performance at work. These issues may include financial problems, substance abuse problems, family relationship problems and domestic abuse and violence against women. Employees faced with such problems are encouraged to contact the human resources department or their union steward for information about available assistance programs.

### **3. MEDICAL DISPUTE**

In the event of a medical dispute regarding an employee's sick claim under weekly indemnity, or long term disability, the Union and the Company will select a mutually agreed upon third party medical specialist, whose decision will resolve the dispute.

### **4. UNION INFORMATION FOR NEW EMPLOYEES**

The Employer will acquaint new employees with the fact that a Collective Agreement is in effect, and with the condition of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee will be introduced to his or her Committee person, and provided with a copy of the Collective Agreement.

### **5. TRAINING**

1. For the purpose of the Agreement, Training means any theoretical and or practical training given by the Employer with a view to enabling the employees to **perform** effectively, a function, a duty, or a set of functions and duties. Training must be sufficient and adequate. The Employer will give such training to:
  - a) Any newly hired employee.

- b) Any employee who moves from a position to another, or who is assigned to duties requiring new knowledge.
  - c) Any new employee who moves from one class of employment to another.
2. In the event training is conducted by a fellow bargaining unit employee, that employee shall maintain a record of hours spent training and the tasks and duties which have been trained. This **information** will be submitted to the supervisor for verification and approval. Upon this approval, the employee providing the training shall be paid a training premium of thirty (\$0.30) cents per hour in addition to the regular rate of pay for his/her classification.
  3. The Company shall endeavour to provide sufficient and appropriate training to employees required to operate, **service**, or repair new equipment introduced into the workplace. Training may take place in house or at the supplier's facility at the discretion of the Company. All effort will be made to provide training prior to the equipment being put into production.

## 6. FULL PLANT CLOSURE

In the event a full plant closure occurs during the life of this Agreement:

- a) The Company will notify the Local and National Union at least sixty (60) days prior to the cessation of assembly operations.
- b) Following such notification, the Local and National Union will have the **right** to discuss and explore, with the Company, any possible means of averting the closure.

- c) If attempts to avert the plant closure are not successful, Company and Union representatives will meet to negotiate the manner in which the closure is carried out.
- d) It is understood that all employees and Union Committee persons will make every effort to maintain the efficiency of operations during any such period of notification.

## **7. CONTRACTING OUT**

This letter will confirm that during the contract negotiations, the parties agreed with the following:

- a) The Company will undertake not to contract out, work normally performed by members of the bargaining unit if the effect of such contracting out results in the lay off of members of the bargaining unit. The Company will consider the feasibility of using hourly maintenance staff prior to contracting work.
- b) However, it is also agreed, that in pursuit of new business, and in keeping with sound business practices, the Company may, from time to time engage in short term production runs in connection with sample and or pilot programs of which the Union will be kept fully informed. The discontinuance of these production runs will not be regarded as contracting out.
- c) Also, the transfer of work between corporate plants shall not constitute contracting out for the purpose of this Agreement.

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## 8. PENSION PLAN

As agreed by the parties on Feb 24, 2003, all bargaining unit members shall participate in the Gates Salary Pension Plan. This plan shall not form part of the Collective Bargaining Agreement and is referenced herein for information purposes only.

## 9. QUALITY CONTROL TRAINING

Within the Quality Control Inspector classification, the Company will **make** every reasonable effort to cross train the employees to perform in-process, receiving, and quarantine inspections **so** that they will be able to perform all of these activities in a satisfactory manner.

## 10. LINE LEADER APPOINTMENTS

1. Assignments and removal of Line Leaders will be at the discretion of the Company. Line Leader appointments will first be offered to seniority employees in order of highest seniority on that line provided they demonstrate the ability to perform the duties required. Upon request, causes for removal of a Line Leader will be validated to the employee and the Union.
2. Acceptance of a Line Leader position by an employee is voluntary. Line Leader assignments are for the entire shift, and if Line Leaders are reassigned to another line throughout the shift, they may not exercise their seniority to displace another Line Leader.
3. In the event of layoff, it is understood, a person holding a Line Leader assignment will be subject to all layoff provisions as provided for in the Collective Agreement.

4. Line Leaders have no authority to administer discipline. Should the plant committee feel that a Line Leader has abused his/her responsibilities, the Plant Chairperson shall point out the abuses to Management and if upon further investigation, the allegations are substantiated, in the Company's opinion, the Line Leader will be cautioned.

## **11. LEAVE OF ABSENCE RESPONSE**

A request for leave of absence except in case of emergency will be responded to by the Supervisor within five (5) working days either granting it, rejecting it, or advising more time will be needed for a decision to be made.

## **12. EMPLOYEE CALL-IN**

To permit the Company to efficiently schedule work and staff the plant, an employee who is not able to report to work must call in before they are scheduled to start work, unless there are extra-ordinary circumstances. The number to call for this purpose is 945-6689. The employee is to provide the following information:

1. Name
2. Department
3. Supervisor's name
4. Reason for absence

## **13. CHAIRPERSON INFORMATION**

The Company shall provide to the Chairperson, the following list of information:

- a) Seniority list
- b) Copies of Leave of Absence request forms and copies of Leave of Absence responses.
- c) Phone numbers and addresses of employees
- d) Union dues deductions



- e) Job postings, applications, and successful applicants
- f) Bulletin board notices pertinent to the Union
- g) Notice of all employees removed from the seniority list as a result of resignation, or **loss** of recall rights prior to said removal.
- h) Copies of overtime records
- i) Copies of TPT list and hours worked, to be updated monthly.
- j) Notice of all probationary employees removed from the Company's employ.

#### **14. TEMPORARY PART-TIME EMPLOYEES**

The Company agrees that the TPT employees hired under the TPT language will be The Gates Rubber Company employees and subject to the terms of the TPT provisions.

The Company may hire additional personnel to fill in for assemblers who are absent due to the following reasons:

- a) All absences, absences due to Sickness and Accident, Workers' Compensation.
- b) Paid personal holidays.
- c) Leaves of absence.
- d) Vacation.
- e) To cover overtime vacancies after the overtime procedures have been exhausted.
- f) To **cover** training with respect to full time associates.
- g) To cover back-up positions not filled through the Job Posting procedure.

Such additional employees shall be classified as temporary part-time (TPT) and will not be permitted to gain seniority status, notwithstanding the provision of Article XI.

TPT employees may not work if seniority employees are on layoff. If a layoff does occur, TPT employees will be the first employees laid off.

TPT employees shall be subject to the same conditions of employment as probationary employees, save and except the seniority provisions; overtime rates, benefit coverage, and wage provisions of this agreement.

TPT employees will be limited in number to that of the assemblers absent from work unless mutually agreed to by the parties. During the period of May 1 to Labour Day, students can be hired in addition to the numerical provisions of this paragraph. Students shall be hired as TPT employees.

TPT employees shall be the first employees sent home if a work shortage occurs.

TPT employees may also be used to cover secondary absences created by the backup persons covering absences in other classifications.

TPT employees may only work a maximum of **1040** hours in a calendar year. If **1040** hours have been reached by a TPT, and the company feels there is continued work of a temporary nature that would result in the hiring and training of another TPT, the company and the union will meet for a review. Upon mutual agreement of the parties, an extension of the **1040** hours may be granted. Should any TPT achieve **2080** hours in an eighteen (18) month period, then the TPT shall become a probationary employee. This calculation shall exclude all hours worked prior to November **20, 2008**.

TPT employees shall receive the same starting rate of a probationary employee and remain at that rate.

TPT employees shall receive overtime rates after working over forty (40) hours in a week.

TPT employees shall receive four (4) hours reporting allowance pursuant to Article **XXIV** of the Collective Agreement.

## **15. EXTRA WORK**

The Company will post for a list of volunteers to perform work which is not normally performed by the Bargaining Unit, such as painting, or supplementing floor cleaning, etc.

Employees wishing to have the opportunity to perform available extra work which they are capable of doing will place their names on the sign up list for this purpose. Postings will be made every six (6) months and shall remain up for one week.

An employee who does not put their name on the list will be allowed to do so on the next available posting.

Work assignments will be made on a rotational basis in accordance with plant wide seniority excepting that janitors and backup janitors will be first utilized provided they are available, prior to assigning workers via the extra work crew list. These extra hours will not be charged against the employee's overtime record excepting for those employees in the janitorial classification.

Extra work will be paid at the rate of pay for the job performed.

## **16. RACK ASSEMBLY**

The parties agree that the duties of rack assembly shall be the responsibilities of the maintenance setup classification. However, material handling activities requiring movement of product off or onto the racks is the responsibility of the lift truck driver classification.

## **17. SHIFT PRIOR TO CHRISTMAS SHUTDOWN**

On the last day worked prior to Christmas, shifts will be on a five (5) hour basis with one fifteen (15) minute break only, provided it does not affect production requirements and provided that shift start times can be agreed upon.

## 18. PAID EDUCATION LEAVE

The Company agrees to pay into a special fund, one (1) cent per hour, per employee, for all compensated hours for the purpose of providing paid education leave. Such monies to be paid on a quarterly basis into a trust fund. Cheques are to be mailed to C.A.W. Leadership Training program, P.O. Box 897, Port Elgin, Ontario, N0H 2C0. Effective November 19, 2004 this will increase to one and a half (1.5) cents.

The Company further agrees, that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence, without pay, for twenty (20) days of class time, plus travel time, where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave of absence will continue to accrue seniority, and benefits during such leave. No more than one (1) employee to be off on such leave at one time.

## 19. CHRISTMAS SHUT DOWN

The Company will schedule a Christmas shut down as follows:

<b>2008</b>	<b>2009</b>	<b>2010</b>
Dec. 25 Paid Hol.	Dec. 25 Paid Hol.	Dec. 27 Paid Hol.
Dec. 26 Paid Hol.	Dec. 28 Paid Hol.	Dec. 28 Paid Hol.
Dec. 29 Shutdown	Dec. 29 Shutdown	Dec. 29 Shutdown
Dec. 30 Shutdown	Dec. 30 Shutdown	Dec. 30 Shutdown
Dec. 31 Shutdown	Dec. 31 Shutdown	Dec. 31 Shutdown
Jan. 01 Paid Hol.	Jan. 01 Paid Hol.	Jan. 03 Paid Hol.

Plant wide seniority by classification will govern if employees are needed to work. Employees who work during this period:

- a) On a paid holiday will be paid in accordance with Article XXVII: or

- b) On a shut down day will be paid two (2) times his/her regular rate.
- c) The Company will assign shutdown days as follows:
  - i) In contract year 2008, three of these shutdown days to be 'designated shutdown days.' Employees will receive a flat designated shutdown allowance of \$170.00 (less deductions) for each of these days.
  - ii) In contract year 2009, three of these shutdown days to be 'designated shutdown days.' Employees will receive a flat designated shutdown allowance of \$180.00 (less deductions) for each of these days.
  - iii) In contract year 2010, three of these shutdown days to be 'designated shutdown days.' Employees will receive a flat designated shutdown allowance of \$190.00 (less deductions) for each of these days.

These allowances will be paid in accordance with the qualifying requirements as defined by Article XXVII.

## **20. MIDNIGHTSHIFT**

The Company and Union agree that if the midnight shift cannot be staffed by the current agreed process of requesting volunteers, the parties will develop a process to staff the shift based on a rotation system.

## **21. STORES/MAINTENANCE SETUP**

It is agreed between the parties that the employee in the role of Stores/Maintenance Setup will act as one of the backups for maintenance setup and will be asked for these backup opportunities after their regular backup (per the backup posting list) on shift has been asked to perform the duties.

## **22. EMPLOYEE INFORMATION CHANGE NOTICE**

It shall be the responsibility of each employee to keep the Company advised of his/her address and telephone number and to notify the Company in writing on the proper form provided by the Company of any change of address or telephone number.

When trying to reach employees at home, the Company will rely upon the last telephone number on record with the Company.

When trying to reach employees by mail, the Company will rely on the last address on record with the Company. When using the mail to notify employees for discharge or termination, the Company will use registered mail.

The Union will receive a copy of the registered letter as soon as the Company sends it out.

## **23. CUSTOMER VISITATION**

When sending bargaining unit members to customer locations, the Company will endeavour to utilize seniority employees.

When bargaining unit members are required to travel by car from the Gates Windsor plant on company business, these employees shall be paid for all car travel time. When travel hours and work hours in total are less than eight (E) hours pay, the employee will be required to return to the plant to complete the balance of their shift.

All hours worked will be paid at the appropriate rate.

## 24. INVENTORY

When inventory is to be performed and not all employees are required to work, the following procedure will be followed if it were to occur on a weekday or weekend:

- a) The Company will **post** a signup sheet for volunteers by classification required to work.
- b) Volunteers will be selected in seniority order.
- c) **If** insufficient volunteers are attained in a required classification, the low seniority employee in that classification will be required to work except where on a weekend inventory shift the work is voluntary per the collective agreement overtime provisions.
- d) Those employees performing inventory activities will be paid at their classification rate of pay.
- e) For overtime calculations, employees will not be charged for working or refusing the work.
- f) Employees not volunteering for inventory on a weekday will not have this recorded **as** an absence.
- g) Employees who volunteer to work the inventory and decline on Friday or do not attend work on Saturday will be charged **8** hours for overtime purposes.
- h) Employees who volunteer to work the inventory, and do not attend work on the weekday, will be recorded with an absence.
- i) *If* inventory takes place on a weekend, then weekend overtime language shall be used for the selection of employees from those that signed up for overtime.

## **25. TEAM LEADERS**

1. Whenever an opening occurs, notice of such opening shall be posted on the bulletin boards within twenty-four (24) hours and be posted for a period of three (3) working days. An employee wishing to apply may do so on a form provided within the said three (3) day period.
2. In order to determine the suitability of the applicant to perform the work pursuant to a job posting, the Company may test applicants using the current protocol.

## **26. TOOL ALLOWANCE**

Up to a maximum of \$150.00/yr to seniority Industrial Millwrights for purchasing tools directly related to his/her work responsibilities. The employee must provide receipts for such tool purchases.

## **27. SHOP COMMITTEE MEMBERS**

Should the obligations to schedule Shop Committee Members on the day shift, as per Article VI, Union Representation and Shop Committee, cause operational concerns in providing equal distribution of shift rotations as per Article XXX, Hours of Work, the parties agree to meet with the intent of finding a mutually agreeable resolution.

Both parties agree that the intent to pursue an agreeable resolution will be done in good faith.

In the event that an agreement is not reached by the parties, this letter will not serve as agreement on the part of the Union for the Employer to unilaterally amend the Collective Agreement, and any attempt to do so may be subject to the grievance and arbitration procedure.



## **28. EMPLOYEE ASSISTANCE PROGRAM (EMPLOYEE ADVOCATE)**

The parties recognize that all employees may sometimes need to discuss with a trained and certified professional such matters as violence, or abuse at home, or in the workplace, other relationship problems, stress-related concerns, financial worries, parenting concerns, occupational issues, "phase of life" issues (such as retirement, marriage, new parent, relocation) and grief. The company EAP provider will conduct semi-annual sessions raising awareness levels on their professional counselling services.

## **29. BANKED OVERTIME**

The Company shall allow seniority employees, on a voluntary basis, to bank worked overtime hours towards time off straight time pay. Employees must declare their intent to bank overtime hours by signing the appropriate form by January 1st of each year. Forms are available in the Human Resources Department.

Overtime hours available for banking, shall be those hours worked on a Saturday within the employee's normal classification.

Employees who have worked a minimum of four (4) consecutive hours at an overtime premium may elect to receive straight time pay for all overtime hours actually worked and bank the overtime premium hours.

Employees shall be entitled to accumulate banked hours to a total of forty (40) hours in the one year period. Unused accumulated hours as of December 15th in each year will be paid out to the employee by the Company. All hours will be paid at the rate in effect at the time they were earned. Employees shall be allowed to take banked time accumulated with pay, subject to the following conditions:

- a) The employee must provide the supervisor with five (5) working days written notice.
- b) Bankedtime must be taken in full week increments.
- c) The Company shall review and approve or deny requests subject to production requirements & previous approvals of all time off.
- d) The Company will not be required to replace the employee taking the bankedtime with an employee who will be paid an overtime premium for that work.
- e) No more than one (1) employee per shift per department may be on bankedtime off on the same day.

**IT IS AGREED THAT LETTERS OF UNDERSTANDING WILL FORM PART OF THE COLLECTIVE AGREEMENT UNLESS OTHERWISE PROVIDED.**

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