

COLLECTIVE AGREEMENT

Between



JOHNSON CONTROLS, L.P.
AUTOMOTIVE SYSTEMS GROUP
WHITBY, ONTARIO :

(hereinafter referred to as the Company)

and



NATIONAL AUTOMOBILE AEROSPACE
TRANSPORTATION and
GENERAL WORKERS UNION OF CANADA

(CAW - Canada)

And it's LOCAL 222

(hereinafter referred to as the Union)

August 22nd, 2018 **13478 (03)**

INDEX

Subject	Article	Page
Recognition	1	1
Management's Rights	2	2
Human Rights	3	4
Unions Security	4	4
<i>Strikes & Lockouts</i>	5	5
Union Representation	6	6
Grievances	7	7
Wages	8	10
Seniority	9	11
Classifications	10	14
Layoff & Recall	11	15
Transfers	12	17
Holidays	13	20
Hours of Work	14	21
Overtime	15	22
Reporting & Call in Pay	16	24
Vacation	17	24
Bereavement	18	26
Jury Duty	19	27
Health & Safety	20	27
Administration of Discipline	21	33
Leaves of Absence	22	33
Sexual Harassment	23	36
Substance Abuse	24	36
General	25	37
Skilled Trades	26	39
Termination	27	45
Appendices:		Page
Appendix A -Wage Classification		46
Appendix B - Temporary Part-time Program		47
Appendix C - Pension		48
Appendix D - Benefits		49
Appendix E - Tuition Refund		51
Appendix F - Cost of Living - COLA		52
Appendix G - Attendance Incentive Program		53
Appendix H - Holiday Schedule		54

Letters of Understanding:	Page
Temporary Assignments - S. Johnson	56
CIP Bonus - S. Johnson	57
No Work Leave of Absence - C. Wahlroth	58
Pay Cheque Correction Process - E. Godin	59
Job Bidding Process - E. Godin	60
Premium Pay for Sunday - E. Godin	61
Skilled Trades Team Leader - C. Wahlroth	63
Skilled Trades Shift Meetings - C. Wahlroth	64
Work Exclusion - C. Wahlroth	65
Procedure for Forcing to 3 rd Shift - C. Wahlroth	66
Placement of Permanently Disabled Workers - J. Smith	67
Sound System - C. Wahlroth	68
Reduction in Team Leader Classification - J. Smith	69
Overtime Relief Alternatives - C. Wahlroth	70

AGREEMENT

This agreement is entered into on August 22nd, 2008 by and between Johnson Controls, L.P. Automotive Systems Group, Whitby, Ontario, hereinafter referred to as the Company and the National Automobile Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its local Union Number 222, hereinafter referred to as the Union in order to provide an orderly collective bargaining relationship.

It is the purpose of this agreement to assure the continuous, efficient, economical and profitable operation of the Company's plant; to prevent strikes, slow downs and any other disturbances which may interfere with production; and further setting forth the agreement covering wages, hours of work, dismissals and other conditions of employment. The parties collectively recognize and agree it is in the best interest of all concerned to create a strong partnership based on harmony, integrity, mutual trust and respect. The parties further recognize and agree it is in the best interest of the Company and Union to work together sharing the same common goals.

ARTICLE ONE (1)

Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions. This agreement will pertain only to its associates in the bargaining unit.

The policy of the Company is to extend employment opportunities to qualified applicants and associates on a non-discriminatory basis.

Hiring for the establishment and implementation of employment practices and procedures are the responsibility of the Company. Likewise, the responsibility for decisions as to whom is hired, or who is best qualified for employment rests with the Company.

Definition

All company associates located at its plant at 1555 Wentworth Street and 185 William Smith Drive, Whitby, Ontario, save and except for: supervisors, person above the rank of supervision, technical personnel and all office and sales staff.

Work Exclusion

Management will not perform bargaining unit work to such an extent that it causes the layoff of bargaining unit associates or an erosion of bargaining unit work, except in the following types of situations:

- a) On experimental and developmental work or methods, including work generated by a program launch, prototypes and samples.
- b) In an emergency situation to avoid customer plant shutdown, shortage of components or to protect product, equipment and material.
- c) In the instruction or training of associates, including the demonstration of the proper method to accomplish the task assigned.
- d) Persons excluded from the bargaining unit will not displace any represented associate.
- e) The Company agrees to notify the union prior to performing Bargaining Unit work.

Function of a Team Leader

The Team Leader is an hourly rated associate whose primary function is to lead the work of a group of associates of which they are a member. Their function is to assist the others in the group to maintain the scheduled flow of work and material, as well as do productive work to which they are assigned. The Team Leader does not have disciplinary authority.

ARTICLE TWO (2)

Management's Rights

Except as, and to the extent specifically modified by this agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its Management and may be exercised by Management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, the Company's rights shall include:

(A) The right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, (which rules and regulations shall be neither unreasonable nor inconsistent with the

provisions of this Agreement) policies and procedures, to be observed by its associates, which shall be administered in a fair, impartial and consistent manner to all associates; to discipline, suspend and discharge associates for just cause, subject to the right of an associate to lodge a grievance as provided herein.

(B) The right to select, hire and control the working force and associates; to transfer, assign, promote, demote, layoff, schedule and classify associates and to retire associates; to plan, direct and control its operations; to select and retain associates for positions excluded from the bargaining unit; to transfer associates into and out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives.

(C) The right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the products to be manufactured, merchandised and sold; the standard of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; job content and requirements; the qualifications of associates; the use of improved or changed methods and equipment; the number of associates needed by the Company at any time and how many shall work in any job; the number of hours to be worked; starting and quitting time; shift hours and rotation thereof; methods to be used to ensure security of the Company's property; and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

Failure by the Company to exercise any of its Management Rights or other rights shall not be considered to be an abandonment of those rights nor shall the principle of estoppel be applied to such circumstances. The operation of this Article shall not be inconsistent with other provisions of this Collective Agreement.

The Company will continue its practice of notifying the Union/Associates of any changes to rules, policies and procedures before the implementation.

ARTICLE THREE (3)

Human Rights

There shall be no discrimination, interference, restraint, or coercion by or on behalf of the company regarding any associate because of membership in the Union. The Union, its members and/or agents shall not intimidate or coerce, or attempt to intimidate any associate of the Company and shall not, on Company time or premises, conduct Union activity except as herein expressly proved.

The Company, the Union and associates will not discriminate against any associate because of race, sex, creed, religion, colour, national origin, physical handicap, sexual orientation, or political affiliation nor will they condone sexual harassment or other harassment in any form. The parties agree that harassment is a serious problem that is commonly defined as engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcomed.

Harassment may involve such matters as name-calling, identifying jokes, stereotyping, or other demeaning or other insulting behaviour because the person is a member of an identifiable group.

Sexual harassment may involve such matters as crude sexual jokes or sexual names, the display of obscene or pornographic material, sexual advances, grabbing, touching, or other demeaning and insulting behaviour.

The Company and the Union agree to observe the provisions of the Ontario Human Rights Code.

ARTICLE FOUR (4)

Union Security

The parties agree that all associates must be members of the Union as a condition of employment. The Company agrees to give each associate a copy of the Collective Agreement.

The parties also agree that all associates shall pay union dues and initiation fees as a condition of employment.

All new associates hired shall also, as a condition of employment, have deducted from their pay weekly union dues, or an equivalent sum, and shall, at the completion of the probationary period, have deducted from their pay initiation fees, which will be checked off by the Company. The

amounts so deducted shall be such sums as may from time to time be assessed by the Union on its associates by the Union in accordance with the Constitution and/or by-laws of the National or Local Union. In the case of any conflicts, the by-laws or Constitution of the National Union shall govern.

The Company agrees to forward to the Financial Secretary of the Union by cheque each month, not later than ten (10) working days following the end of the month in which the deductions were made, the total amount deducted and a list from whom the deductions were made and who were not checked off and the reason.

The Financial Secretary of Local 222 will notify the Company of any change in the amount of Union dues and/or initiation fee, that may from time to time take place in line with the Constitution and/or Local Union by-laws. Union dues are to be reported on the T4 slip.

The Company will forward to the Union the names and addresses including postal codes of all associates covered by the Collective Agreement and will forward any changes of addresses upon receiving a change from the associate.

ARTICLE FIVE (5)

Strikes and Lockouts

The parties agree that during the life of this agreement, there shall be no work stoppages or interruptions, strikes (including Sympathy Strikes) slowdowns or sick-outs, or impeding of work of any kind of nature. The words "strike" or "lockout" shall be as defined in the Labour Relations Act of Ontario.

No officer or representative of the Union shall authorize, instigate, and/or condone any such activity as referred to above. No associate shall participate in any such activity. In the event any associate or group of associates covered by this agreement participate in any such unauthorized activity, the union agrees that upon notification from the Company of such occurrence, it will direct such associate or group of associates to resume normal work activity and will take effective means to terminate the unauthorized conduct. If the activity does not terminate, the Union (including both the Local and National) shall not be liable to the Company for any and all damages resulting from the unauthorized activity from its inception.

Any associate who violates the terms of this article shall be subject to disciplinary action up to and including discharge.

Claims of unfair treatment of any associate by the Company under this section shall be subject to the grievance procedure.

The Company agrees that there will be no lockout during the term of this agreement.

ARTICLE SIX (6)

Union Representation

Associates represented by this agreement will be represented by a Plant Committee consisting of five (5) people, one of which will be the Chairperson. There will be one skilled trades representative functioning within the plant. This representative may be either one of the five member plant committee or one of the elected stewards.

The Plant Chairperson will be full time and work the day shift.

The Plant Chairperson will maintain the top rate of pay of the highest rate to which they can bid to within the bargaining unit.

Associates on each shift will be represented by a Steward in each product zone. The Plant Committee will serve as the Stewards in their respective product zone and will rotate with their shift if a system to keep them on days cannot be developed. The company will not be obligated to add to the plant's headcount for the committee to work the day shift.

The Plant Chair will be allowed to work when at least 50 production associates are working on the dayshift.

Providing the Whitby facilities remain at 750 associates or more in the bargaining unit, four committee persons will be allowed eight hours off each week with pay for the purpose of conducting union business. This time must be scheduled and approved with his/her Supervisor.

The Committee persons will be given and paid one (1) hour each month to meet as a committee. This time must be scheduled and approved through the Human Resources Manager, or designate

The Company will provide the Union with a furnished office for the exclusive use of the Union Committee,

The Company will recognize alternate representatives who shall act in the absence of any Union representation.

The Union agrees to give serious consideration that an unusual number of representatives from one area could be detrimental to the overall operation.

Union representatives shall be allowed reasonable time off the job with pay to attend to grievances or complaints.

If the Union representative is required to leave their workstation for the purpose of handling a grievance or complaint, they shall first secure permission from the respective Production Supervisor. Such permission shall not be unreasonably withheld. Each Union representative and Management person will in turn act responsibly in their dealings with regard to these matters.

The Company agrees to retain union representatives during any reduction in force provided they are able to perform the work available. No Union representative, however, will displace an associate holding a non-interchangeable classification merely because of this super seniority.

The Company agrees to hold monthly Labour-Management meetings for the purpose of discussing issues relating to the workplace which affect the parties or any associate bound by this Agreement. The Plant Committee will attend these meetings with pay.

ARTICLE SEVEN (7)

Grievances

The purpose of this Article is to establish a procedure for the settlement of all disputes which may arise to wages, hours of work, working conditions and other matters affecting bargaining unit associates in the plant.

The Company will provide grievance forms.

Step 1.

Any associate or group of associates having a grievance shall first take the matter up with their Production Supervisor who will attempt to resolve it. If requested, the Production Supervisor will send for the Union representative who will then discuss the complaint with the concerned Production Supervisor. Any resolution agreed upon between the

Supervisor and Associate where a union representative is not present will be without prejudice or precedent.

Step 2.

If the complaint is not satisfactorily resolved within twenty-four hours the Union representative will then submit a written grievance signed by the complaining associate(s) citing the incident and the provisions of the agreement that are claimed to have been violated. The company will respond to the grievance in writing by the end of the second work day following the date of the written grievance. The grievance shall be considered settled on the basis of the Company's response if the Union fails to give written notice by the end of the second work day following the date of the Company's response that it desires to proceed to Step 3.

Step 3.

If the matter is not resolved in Step 2, it will be addressed at the next third step meeting, which will be between the Plant Committee and Company representatives every two (2) weeks. The Company will respond to the grievance by the end of the third work day following the date of the Step 3 meeting. The grievance will be settled based on the Company's Step 3 response if the Union fails to give written notice by the end of the third work day following the Company's Step 3 response that it desires to proceed to Step 4. If there are no grievances to be discussed, the bargaining committee will meet among themselves to discuss other plant concerns including such performance issues as Scrap, R.P.P.M.'s, First Time Capability, and Machine Utilization. Further, the Committee can invite up to four other union representatives to attend this meeting.

Step 4.

If the matter is not resolved in Step 3, a meeting with the Plant Committee and it's National Representative (or their designate) and/or it's Local President (or their designate) and Plant Manager or designate will be held within 30 calendar days of the Union's written response to the Company's third step disposition. This thirty (30) day period may be extended by mutual agreement. The Company will respond to the grievance by the end of the third work day following the date of the Step 4 meeting. The grievance will be settled on the basis of the Company's Step 4 response if the Union fails to give written notice by the end of the tenth calendar day following the Company's Step 4 response that it desires to proceed to Step 5.

Step 5.

If the matter is not resolved in Step 4, the Union may request arbitration by sending a letter (within 10 days of its response to the Company's Step 4 response). Within five (5) days of the giving of written notice both parties will exchange lists of three (3) proposed arbitrators. In the event that no name is common on both lists, either party may within ten (10) days after the lists have been exchanged request the Minister of Labour of Ontario to submit a list of five available arbitrators. The parties shall then attempt to agree on one of the five or request a new list.

In order for a complaint to be processed as a grievance, it must be filed no later than three (3) working days after the alleged occurrence, or when the grievor could reasonably be expected to have become aware of the alleged occurrence. This and all other response times mentioned throughout this procedure may be extended by mutual agreement. No reasonable requests will be denied.

Each party shall endure its own expense and costs in litigating an arbitration case. The arbitrator's bill shall be paid 50% by each party. The arbitrator shall have no authority to add to or subtract from the written agreement. The arbitrator's award shall be binding upon all parties.

Prior to a grievance being arbitrated, mediation may be used to settle the grievance providing both parties agree.

The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of an associate. The grievance will be lodged in writing at the fourth step, within three (3) working days after the suspension or discharge occurred. If the decision of the Company is not satisfactory to the Union, the matter may then proceed on the giving of the prescribed notice of appeal to an impartial arbitrator selected as herein provided.

The parties agree that a special 3rd Step meeting may be held when a suspension or termination has been issued, to ensure all facts are discussed prior to proceeding to the 4th step.

Policy grievances may be filed by the Committee on behalf of the Union or the associates at the third step, providing it is within three (3) working days of the alleged violation.

The term working days when used in this agreement for grievance procedure, shall exclude Saturdays, Sundays, Holidays and Vacations as defined herein.

Throughout all the steps of the grievance procedure, the time limits shall apply equally to the Union and the Company, but can be exceeded by mutual agreement. Anytime either of the parties fail to respond within the time *limits* or agreed upon extension of the time limits, they will default their position and the grievance will be settled based upon the other party's last written request. Such settlement, however, will be on a non-precedent setting basis.

ARTICLE EIGHT (8)

Wages

8.01 Rate of Pay

Wages shall be on the basis set forth in the schedule on wage rates attached hereto and marked Appendix "A".

New production associates hired on or after the effective date of this Agreement, who do not hold a seniority date shall be hired at a rate equal to \$5.00 less than the maximum base rate of the job classification. Such associates shall progress towards the top rate for their respective classification at a rate of fifty cents (.50) per hour every six (6) months.

8.02 Payday

Associates will be paid every Friday, barring any unforeseen and unavoidable circumstances. Each associate's **pay will** be deposited to their individual accounts at the bank of their choice. Each associate will receive a statement of his or her earnings and deductions every Thursday.

All underpayments of \$50.00 or less will be adjusted on the next pay period. All underpayments of more than \$50.00 will be adjusted by Friday, providing the associate has notified their Supervisor no later ~~than~~ 11 am on Thursday. Notification of errors **after** 11am on Thursday will be processed within two business days of notifying your Supervisor. In no case where an associate has been overpaid, will more than \$50.00 be deducted from any one pay check, unless authorized in writing by the associate. This maximum will not apply in cases where the associate was notified prior to the associate's payday in which overpayment occurred.

Each associate will be paid one week in arrears.

The only deductions made from associate's pay will be those required by law and authorized by the associates themselves.

ARTICLE NINE (9)

Seniority

9.01 Definition

(1) The fundamental rules respecting seniority are designed to give associates a measure of security based on length of service with the Company.

(2) Seniority will be established and maintained for all associates in the bargaining unit on a plant wide basis.

(3) **All** associates' names will appear on a seniority list as of their latest date of hire. The list will be revised every month and posted on plant notice boards. A copy of such list will be given to the Union.

(4) A probationary associate shall acquire seniority rights after ninety (90) calendar days in any consecutive six (6) month period provided that there have been no interruptions of one week or more.

Probationary associates disabled as a result of an occupational injury or illness compensable under the Work Place Safety and Insurance Act shall be given credit for the period of disability toward acquiring seniority.

During the probationary period, associates can be assigned, reassigned, retained or terminated at the Company's discretion providing that such discretion shall not be exercised in a manner that is in bad faith, arbitrary, or discriminatory contrary to the Ontario Human Rights Code.

(5) Should one or more associate be hired on the same day, they will be entered on the seniority list by drawing numbers. The Human Resources Manager or designate and the Plant Chairperson or designate shall jointly co-ordinate this activity during the orientation process and sign off.

The Union Committee will be allowed 30 minutes to present in orientation.

(6) Temporary Part Time Program - Refer to Appendix B

9.02 Loss of Seniority

An associate shall lose all seniority rights and their employment shall be terminated for the following reasons:

(A) Quits or retires

(B) Discharged by the Company and not reinstated through the grievance procedure

(C) Absent for three (3) consecutive work days and prior to the end of the business day on the third day of absence;
Fails to report the absence to a Production Supervisor or Human Resources and;
Fails to provide proof satisfactory to the Company that the delay in reporting of, and the absence itself were unavoidable and beyond control

(D) Prior to the end of the business day on the third work day following the expiration of a leave of absence,
Fails to return to work or;
Fails to provide proof to the Company of inability to return and for not reporting such in a timely fashion

(E) Fails to report to work within three work days of recall

(F) Has been continuously on layoff or on a leave of absence for twelve (12) months or a length of time equal to seniority, up to a maximum of 48 months

The Company will be entitled to rely upon the last address of an associate as shown in the Company records. Associates shall notify the Company promptly of any change in address or phone number.

9.03 Associate Files

Associate's personal files are kept confidential in the Human Resources department.

Associates are required to notify the Human Resources department as soon as any changes occur regarding - phone numbers, dependent status, beneficiary designations.

9.04 Medical/WSIB Files

Only in the absence of the Plant Nurse, the designated person in the Human Resources Department acting in his/her absence, will have access to associates' medical files.

Only the Human Resources Manager or the person in the Human Resources Department assigned the responsibility for managing WSIB will have access to associates' WSIB files.

ARTICLE TEN (10)

Product Zones & Classifications

Product Zone	Classification (s)	
Instrument Panels	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Door Panel,	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Overhead Systems	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Parcel Tray Floor Cons & Trim	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Instrument Panel Processing	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Door Panel Processing	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Plant Wide	Shipper / Receiver Electrician Industrial Mechanic Millwright Quality Auditor Cycle Counter	Non-interchangeable Non-interchangeable Non-interchangeable Non-interchangeable Non-interchangeable

Note – Classifications of Shipper/Receiver, Quality Auditor, Cycle Counter, Electrician and Industrial Mechanic Millwright shall not be limited to individual product zones, but rather service the entire plant.

ARTICLE ELEVEN (11)

Layoff & Recall

Reduction of Workforce – Temporary

Generally speaking, a temporary layoff applies when reductions are less than five (5) working days.

Layoffs under this section will be by seniority in the classification, vehicle line and shift, within the product zone. The Company will give those associates who are affected by the layoff five (5) days' notice, providing it is known five (5) days prior to the lay off.

Reduction of Workforce – Short Term

A short term layoff applies when reductions within the workforce are five (5) days or greater but do not exceed thirty-one (31) days.

Layoffs under this section for five (5) days / one week will be by seniority in the classification, vehicle line within the product zone. Layoffs exceeding five (5) days / one week will be by seniority in the classification, within the product zone. The Company will give those associates who are affected by the layoff five (5) days' notice, providing it is known five (5) days prior to the lay off.

Reduction of Workforce - Permanent

When the Company determines a reduction in the workforce or a portion of the workforce, associates will be removed from the classifications directly or indirectly affected according to plant seniority (least senior first) and will be placed elsewhere in the plant or laid off according to plant seniority. Associates in non-interchangeable classifications will not be displaced by another associate unless they have previously demonstrated the ability to perform the duties of that classification satisfactorily. However, before this provision results in a more senior associate being laid off, they will be given a ten (10) day period to demonstrate the ability to perform the duties of that classification satisfactorily.

Student and/or temporary part time associates will be the first to be removed from the plant followed by probationary associates. This is not intended, however, to allow the displacement of probationary associates in skilled classifications by seniority associates in interchangeable classifications or other unrelated non-interchangeable classifications.

The Company will give those associates who are affected by indefinite layoffs five (5) days' notice, providing it is known (5) days prior to the lay off.

An exception to the first paragraph of the permanent lay off section will be the Voluntary Leave procedure that allows seniority associates in the classification of zone directly affected by the layoff to be able to take a Voluntary Leave ahead of the junior associates affected.

So far as practical, seniority associates who are interested in the Voluntary Leave must register in writing with the Human Resource department no later than one week prior to the layoff.

Associates who have been out of the plant on Voluntary Leave for sixty (60) days or more may elect to return, seniority permitting. The order of return will be first to their home classification.

Associates wishing to return from Voluntary Leave, must advise the Human Resources department in writing at least one week in advance.

Under no circumstances will any Associate be terminated under the Loss of Seniority section of this agreement while on Voluntary Leave status except as provided for in the Recall from Layoff / Voluntary Leave section.

Recall from Layoff

Associates will be recalled to available work using the same principle as above.

Associates who are recalled after having been on Layoff for ten (10) consecutive work days may refuse the recall if they are working as a full-time associate for another company or *are* attending school on a full-time basis and can document such in writing within three days of the date they are to return to work for Johnson Controls. No associate shall have the right to more than one such refusal. Furthermore, employees refusing a recall because they are working as a full-time associate for another Company or are attending school on a full-time basis, will be allowed the right to request to be placed on the bottom of the recall list for a period not to exceed eight (8) months. **An** associate making such a request can revoke this request, after sixty (60) days, and may elect to return, seniority permitting, by providing the Company with two (2) weeks written notice. Further, such associates will remain on layoff and will be governed by all appropriate contract provisions.

Associates that have been removed from their classification shall have recall rights back to their previous zone and classification for a period of 1 year from the date that they were permanently displaced.

ARTICLE TWELVE (12)

Transfers

12.01 Job Postings – Hourly Promotional Opportunities

In the event promotional opportunities occur, including non-interchangeable vacancies within the bargaining unit, the Company will post such vacancies by shift for a period of five (5) working days. Seniority associates interested in these vacancies may apply. Each posting will list the qualifications and the number needed. Immediately upon making the initial award, the name of the associate awarded the job will be posted and given to the Union. A posted notice will notify associates, if a bid is cancelled.

Team Leader, Shipper/Receiver, Quality Auditor and Cycle Counter positions will be awarded ~~the~~ bid based upon skill and ability. When skill and ability are equal, seniority shall be the tiebreaker. If no one bids, the Company may, at its discretion, fill the vacancy with a new hire or least senior associate in the plant. Material Handler positions shall be awarded by seniority based upon the satisfactory completion of the lift truck certification and safety program.

As soon as practical, the successful bidder will be placed in the new classification.

Associates bidding on a higher paying position will not be paid the higher rate until they transfer to the new position. Once it has been determined they are remaining in the position they will be paid back to the date they were awarded the bid.

Associates may not accept a job posting any more frequently than every 6 months unless it is a material handling, a promotional opportunity, a steady dayshift opportunity or their posted position has been eliminated.

Associates recalled on a temporary basis, cannot post to another position until they have been at work for sixty (60) days.

Once placed in the new classification, the associate will have ten (10) days to demonstrate the ability to perform satisfactorily. During these ten (10) days the associate will be provided instruction to become familiar

with the job. This period may be extended by mutual agreement. In case the associate **is** not retained in the job by the Company, the associate will be returned to their former classification and shift.

When required, the secondary posting shall be pending the successful placement of the primary and in any event not to exceed ten (10) days unless otherwise mutually agreed upon. The Company agrees to post at least 2 times.

All non-interchangeable jobs, material handling jobs and permanent dayshift jobs will be posted. In cases where one of these positions has a temporary vacancy that exceeds thirty (30) days, the Company agrees to post it as temporary position.

Up to four (4) associates will be given opportunities to qualify for any one posting for interchangeable jobs only.

The rate of **pay** for an associate transferring under **this** section will be at the same step of progression for the new classification as to the classification from which they are transferring from.

The Union will be given copies of all applicants and awards. This information will be posted on the job posting board.

In those cases where an associate has signed **an** active job posting while on WSIB, S&A or on an approved Leave of Absence, the Company will continue its practice of awarding the posting to the associate (seniority permitting), providing they are able to **fill** the vacancy within five (5) working days.

12.02 Product Zone Transfers

Seniority associates, who have reached the required level of performance within their current classification, are eligible to bid and be considered for a product zone transfer. The transfer process allows associates to request and bid on transfers to different jobs, shifts or product zones within their respective classification.

When positions become available, transfer opportunities will be posted as per 12.01 and applicants will be awarded transfer requests based upon seniority.

The Company has the right to maintain a balance of experienced associates within the product zone to ensure the operation of that product zone not be unreasonably restricted due to the transfer of associates within the same classification between product zones and shifts.

During any product launch, the parties agree that transfers between product zones will not be made available until three (3) months following the start of production (SOP).

12.03 New Jobs

If the Company elects to form a new classification it will inform the Plant Committee in writing setting forth the classification and the rate of pay.

The Union shall have five (5) working days to dispute the rate of pay assigned to the classification.

If at the expiration of five working days no formal dispute has been filed, the rate established shall be permanent.

If the Company and Union cannot mutually agree to the rate within five (5) working days, the issue will be resolved through the Grievance Procedure.

If the rate initially established is changed as a result of the Union filing a dispute, the new rate agreed upon shall be applied retroactively to the date it was initially established.

The newly created classification shall be posted for bid no later than thirty (30) calendar days after the date the Union was given its written notification. **All** new work and jobs will be made available by posting to all seniority associates before any outside hiring takes place.

12.04 Temporary Assignments

It is understood and agreed between the parties that associates may be temporarily assigned to jobs / classifications other than their own due to the varying of customer schedules and needs, as well as absenteeism, vacations, leaves of absences or the like. When such temporary assignments are made, the associate involved will be paid the rate of pay within their own position or the temporarily assigned position, whichever is higher, for the length of the temporary assignment.

In case of temporary assignments of more than one week, the assignment will first be offered to the senior qualified associates in the classification from which the transfer is being made. Failing volunteer(s), the most junior associate(s) within the classification will be forced.

12.05 Transfers Outside of Bargaining Unit

If any associate on the seniority list, covered by this agreement, is temporarily transferred or appointed to a position outside of the bargaining unit by the Company for a period of thirty (30) days or less, and then is transferred back to a position which is covered by this agreement, the associate will return to their shift and classification. If this period exceeds thirty (30) days, but not greater than sixty (60) days, the returning associate will have no right to their previous job or shift. Seniority will not accrue for associates temporarily transferred from the bargaining unit.

ARTICLE THIRTEEN (13)

Holidays

During the duration of this Agreement, the Company agrees to honour all statutory holidays with pay for active associates. Nonstatutory holidays, as observed by the customer, will be paid upon the successful completion of the probationary period.

If one (1) qualifier is missed at the Christmas holiday period (without reasonable excuse) the associate will lose 2 days of their holiday pay. If one (1) qualifier is missed on a four (4) day weekend (without reasonable excuse) the associate will be paid for the one holiday.

Hours worked on the Civic Holiday will be paid at time and one half (the same as it would be on a Saturday).

Associates on an approved leave of absence or layoff will be paid the holiday pay if the leave or layoff commenced the week prior to the holiday.

An associate scheduled to work any of the above holidays and fails to do so will not receive the holiday pay. When a paid holiday falls during an associate's approved vacation the associate will receive the holiday pay.

None of the above is intended to deny paid holidays that are due associates in accordance with the Ontario Employment Standards Act.

Holidays:

Statutory

New Years Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Non-Statutory

As observed by the Customer's schedule.

ARTICLE FOURTEEN (14)

Hours of Work

14.01 Work Day/Work Week

The normal work day will be 8 hours and the work week will not be more than 48 hours.

In order for associates to plan and arrange their time, the Whitby Plant will operate on rotating shifts. Shift rotation will include two weeks of days and two weeks of afternoons. The third shift, i.e. midnights, it will be a steady, non-rotational shift.

As an example, a three shift operation might appear as follows:

Days	6:30 a.m. to 2:55 p.m.
Afternoons	2:30 p.m. to 10:55 p.m.
Mid nights	10:30 p.m. to 6:55 a.m.

Two fifteen (15) minute breaks; one prior to lunch and one after lunch, and one twenty-five (25) minute unpaid lunch break. An additional ten (10) minute break will be allowed for each additional two (2.0) hours worked which will be taken prior to the overtime period.

As an example, a two shift operation might appear as follows:

Days	6:30 a.m. to 3:00 p.m.
Afternoons	4:30 p.m. to 1:00 a.m.

Two fifteen (15) minute breaks; one prior to lunch and one after lunch, and one thirty (30) minute unpaid lunch break. An additional ten (10) minute break will be allowed for each additional two (2.0) hours worked which will be taken prior to the overtime period.

The Company may find it necessary to change an associate's shift or shift hours, based on production requirements. The Company will meet with the Union and inform the Plant Committee of the circumstances when these situations occur.

The Union and the associates involved will be given as much advanced notice as possible whenever any changes to the above occur. This is not intended to circumvent the Company's ability to extend hours of work to schedule required overtime.

14.02 Shift Premium

Afternoon Shift - \$.75 per hour

Midnight Shift - \$1.00 per hour

ARTICLE FIFTEEN (15)

Overtime

The Minutes of Settlement dated December 1, 2003 will be honoured during the life of this agreement.

15.01 Overtime Assignments

Overtime requirements will be scheduled according to the customer's weekly production requirements.

Due to our customer's production requirements, the parties agree that as a condition of employment, associates will be required to work week end overtime, i.e. Saturdays up to a total weekly maximum of forty-eight hours per week. Daily voluntary overtime will not exceed four (4) additional hours per day.

Any voluntary overtime opportunities will be offered on a rotational basis starting with the most senior associate(s) within the classification, shift, and overtime group. Regardless of whether the most senior associate accepts or declines the offer, the next offer would go to the next most senior, and so on, until everyone in the overtime group has had the opportunity to accept or decline an offer of overtime. If enough senior associates do not volunteer, then the least senior within the classification on the shift and within the group where the overtime is to be worked will work the overtime provided they are fully trained to do the job.

The parties agree that daily overtime assignments will be treated separately from weekend overtime assignments as per the above. The Company will maintain and post separate overtime charts for daily and weekend overtime.

No associate will be permitted to work more than twelve (12) hours in a twenty-four (24) hour period without an eight (8) hour break.

Notices of scheduled foreseen weekly overtime must be given at least one (1) day before on the shift it is to be worked.

The work notice for foreseen weekend overtime work must be given by 10:00 a.m. on the Thursday prior to the weekend. When possible, the Company will let the associates know on Wednesday.

The work notice for any unforeseen overtime will be given as soon as the Company becomes aware of the need to work overtime.

15.02 Overtime Pay

Hours worked beyond eight (8) in a workday or forty (40) in a workweek will be paid at time and one half the associate’s regular straight time hourly rate.

Hours worked on Saturday will be paid at time and one half the associate’s straight time hourly rate. This will not apply for hours worked on a Saturday during a shift that began on the preceding Friday.

Hours worked on a Sunday, unless they are the regular starting or ending of an associate’s shift will be paid at double the associate’s regular straight time hourly rate.

Hours worked on a holiday, unless they are the start or the end of a shift before or after the holiday, will be paid at double the associate’s regular straight time hourly rate plus the holiday pay.

The allowance for overtime and overtime premium on any hour excludes that hour from any consideration for overtime premium pay on any other basis, thus eliminating any duplication of premium pay.

ARTICLE SIXTEEN (16)

Reporting & Call In Pay

16.01 Reporting In Pay

All associates reporting for work without having been advised that there is no work shall receive a minimum of four (4) hours pay at the applicable hourly rate, unless it is due to circumstances beyond the Company's control.

16.02 Call In Pay

An associate who is called in to work (not in connection with their regular shift) for less than four hours shall receive a minimum of four hours at the applicable hourly rate. Associates who wish never to be called in may leave a written note with the Company indicating so.

ARTICLE SEVENTEEN (17)

Vacation

Years of Seniority

As of January 1

Less than 1 Year

1 Year Less than 3

Greater than 3 Years but
less than 5 years

5 Years but less than 10 years

10 Years

Days off with Pay

4% of previous year's earnings

Ten days off with pay at the applicable hourly rate or 4% of the previous year's earnings, whichever is greater

Twelve days off with pay at the applicable hourly rate or 5% of the previous year's earnings, whichever is greater

Fifteen days off with pay at the applicable hourly rate or 6% of the previous year's earnings, whichever is greater

Twenty days off with pay at the applicable hourly rate or 8% of the previous year's earnings, whichever is greater

An associate returning from lay off must work a minimum of 480 hours per year to be eligible for their respective vacation pay %

The vacation year will run from January 1st through December 31st.

The above entitlements are based on the associate's seniority in each vacation year when vacation is taken. Associates will be paid their corresponding vacation entitlement as they actually take their vacation.

Vacation shall not be accumulated year-to-year. Associates' vacation is mandatory and will be taken in accordance with customer shutdown periods.

The Company will post the annual vacation shutdown by May 1st, or as advised by the customer's plants.

Generally speaking, vacation will be taken at a minimum of eight (8) hour increments.

Vacation earned over and above the customer's shut down period, will be honoured on a seniority basis by shift and product zone within the plant for the first two (2) weeks of October during which vacation requests are accepted for the upcoming calendar year. The responses will be given to the associates by November 15th. Requests for one (1) week will be given preference over single day requests. Thereafter, vacation requests will be honoured on a first come first served basis. The Company will respond to these vacation requests within five (5) working days, if the request is denied the Company will give an explanation for the denial.

Employees will be able to book vacation in four (4) hour increments up to a maximum of sixteen (16) hours per calendar year. These vacation requests will be honoured on a first come, first serve basis. All requests will need pre-approval. These requests will be accepted as of January 1st of each calendar year.

The Company reserves the right to limit the number of vacations if the number in any one period of time would prove disruptive to the operation. The Company will not use this prerogative in an unreasonable manner. Nor will the Company cancel anyone's vacation once it has been approved.

ARTICLE EIGHTEEN (18)

Bereavement

Seniority associates will be granted five (5) regularly scheduled workdays off with pay (excluding weekends) for the purpose of making arrangements and attending the funeral in the event of the death of any of the following:

Current Spouse, Child, Parent

Seniority associates will be granted three (3) regularly scheduled workdays off with pay (excluding weekends) for the purpose of making arrangements and attending the funeral in the event of the death of any of the following:

Step-Child, Step-parent, Brother, Sister, Step-sister, Step-brother,
Grandparents, Grandchildren

Current -

Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Brother-in-law, Sister -in-law and Spouse's grandparents

The three (3) or five (5) days must be taken off immediately following the date of death unless unusual circumstances prevail.

An associate, who is off on vacation or holidays when a death of a relative, as spelled out in this Article occurs, will be allowed up to three (3) or five (5) days as a bereavement leave following the vacation *or* holidays.

An exception to the requirements of this section will be in cases where the funeral for a relative as spelled out above is held outside Ontario. In such cases the requirement that the funeral or memorial service be attended will be waived.

Also, if the situation warrants, paid time off under this section may be supplemented with additional unpaid time off the total number of days shall be at the discretion of the Company.

ARTICLE NINETEEN (19)

Jury Duty

An associate who is selected for service as a juror (including coroner's jury) will be compensated for loss of pay due to such jury service. Such compensation will be based on regular scheduled hours at the normal hourly rate, less the fee received for services as a juror.

This will also apply to associates serving as a Crown Witness and jury selection.

ARTICLE TWENTY (20)

Health and Safety

20.01

The Company shall comply in a timely manner with the Occupational Health and Safety Act and regulations.

The Company and associates shall comply with all applicable Federal, Provincial and Municipal Environmental and Health and Safety legislation and regulations. The company and all associates share responsibility for taking an active part in protecting themselves, their fellow associates and the environment.

Joint Health and Safety Committee

The parties agree to set up a Joint Health and Safety Committee comprised of at least seven (7) members, with 5 representing the Union. It is the intention that this committee will inspect the condition of the plant and meet at least monthly to review the Health and Safety system and relevant plant issues and make recommendations to management on the elimination of health and safety hazards and the company will respond to the Committee's recommendations by the next Joint Health and Safety and Committee meeting in writing. The written response shall contain a time table for implementation of accepted recommendations and given reasons for recommendations the company does not agree with or not accept. The hourly members of the Joint Health and Safety Committee will be allowed to meet one (1) hour in advance of these monthly meeting(s) to prepare.

The Joint Health and Safety Committee will determine that accident and incident investigations have been made, and that they are reported in a timely fashion.

The Health and Safety committee will solicit and consider recommendations from the workforce with respect to health and safety matters and will recommend implementation where warranted.

The Union Health and Safety Committee members will be allowed to meet one hour per month to discuss Health and Safety concerns.

Education **and** Training

The Company will provide Health and Safety training for members of the Joint Committee when determined appropriate, at a minimum on an annual basis. This training may include such topics as, certification, ergonomics, WHMIS, accident investigation and auditing.

a) No employee shall be required to work on any job or operate any piece of equipment until he or she has been provided training, instruction and Supervision.

b) The Company agrees to provide certification training for up to 5 hourly members of the Joint Health and Safety Committee during the life of this agreement, with such costs paid for by the Company.

c) Additional training that has been mutually agreed upon by the Joint Health and Safety Committee will be paid by the Company.

d) The union members of the Joint Health and Safety Committee may attend the CAW Health and Safety Course (one week). These courses will be taught at the CAW Family Education Center in Port Elgin.

The Company agrees to pay the wages for one week of training at Port Elgin for the Union members on the Plants' joint Health and Safety committee.

Specific responsibilities of the Committee's Co-Chairpersons or their designates shall include:

- ❖ Monthly plant safety tours
 - Immediate notification (or as soon as reasonably possible) of, serious or dangerous circumstances, serious or dangerous near miss incidences, serious accidents, critical injuries and work refusal proceedings
 - Investigation of serious or dangerous circumstances
 - Investigation of serious or dangerous near miss incidences
- ❖ Investigation of serious accidents

- ❖ Investigation of critical injuries
- ❖ Participate in work refusal proceedings
- ❖ Accompanying Government Inspectors, National Union Health and Safety and other Environmental, Health and Safety Professionals on plant inspection tours
- ❖ Assist in training associates in applicable Health and Safety Programs as determined by the Committee's Co-chairs
- ❖ Review and input on the selection of mandatory personal protective equipment

The National Union Health and Safety Representative shall have access to the workplace upon request.

The Company will allow the hourly co-chair of the Joint Health and Safety Committee time off with pay to attend to plant health and safety matters.

Accident and Incident Investigations

- a) Every injury which involved an associate going to a doctor or hospital and all near misses must be investigated.
- b) The union co-chairperson or shift health and safety representative and the Company co-chairperson or designate shall investigate the accident, near miss or incident.

At least one committee member representing each party will complete certification training. The Company will ensure that all duties and responsibilities required for certified member(s) under the Occupational Health and Safety Act are complied with. In addition, the Joint Health and Safety Committee will also receive all injury and accident reports in a timely fashion. As defined in the Occupational Health and Safety Act, on any shift, an hourly certified member will investigate without undue delay all critical injuries and situations involving a dangerous circumstance with the affected associate (if possible) and the immediate Production Supervisor.

Right to Refuse

In the event the associates' right to "refuse to work" under the current Occupational Health and Safety Act is revoked, the Company agrees to meet with the Union to implement a mutually agreed upon alternate procedure.

If at any time, between the time the right to work refuse is revoked and the Company and the Union arrive at an alternate procedure, the Company will not act in a matter that is arbitrary, discriminatory or in bad faith.

Monitoring

- (a) The Company shall consult and inform the Joint Health & Safety Committee Co-chair before any testing is initiated such as noise measurement, air quality measurement.
- (b) The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct and the results of any monitoring by any government agency to the Committee and shall post the results in a conspicuous location.
- (c) The Company will provide the appropriate MSDS to the hourly co-chair of the Joint Health & Safety Committee prior to any chemical trial.
- (d) The Company will provide associates medical examinations and clinical testing in accordance with the applicable regulations.

Right to **Accompany** Inspectors

- (a) The Company shall give a copy of the reports or any other written documents received from the inspector to the union co-chairperson. A certified member representing the Union shall accompany the Government Environmental Health and Safety Inspector during an inspection. A copy of any report issued by the Government Inspector as a result of their inspection, shall be given to the Union Joint Health and Safety committee members.
- (b) The Company shall give a copy of the replies to such reports or documents to the union co-chairperson.

Noise Abatement

- (a) The Company shall ensure that a baseline audiometric test be performed for all associates within one (1) month of hire. The Company shall then provide bi-annual audiometric tests for all associates who are exposed to an eight (8) hour time weighted average noise levels in excess of 80 dbA. The results of the audiometric examinations will be given to each associate and discussed in detail with each associate. Results shall be supplied to the Joint Health & Safety Committee upon request.
- (b) The company will conduct noise measurements for both facilities annually or sooner if a change in process warrants it

and will provide the results to the Joint Health and Safety Committee.

Ergonomics

All existing and new equipment / processes will be reviewed by a professional ergonomist. The Company shall establish an ergonomics team to review potential ergonomic issues and to participate in correcting them. This team shall be comprised of members of management, including representation from the Bargaining Unit and the Joint Health & Safety Committee Co-chairperson or his/her designate. The team will be given appropriate training.

- a) The company will ensure that the Committee is trained in a course or courses to be determined mutually by the Committee to enable them to address ergonomic needs.
- b) The company will have a member of the engineering department appropriately trained who can be given ergonomic issues as his/her responsibilities so that professional advice to the Committee may be obtained from within the workplace.
- c) The Company will maintain the practice of job rotation in all areas of the plant in accordance with the guidelines set out by the Company's Corporate Health and Safety department. Upon request the Company's Corporate Health and Safety department will meet with the CAW's National Health and Safety Representative at a mutually agreed upon time to discuss any ergonomic concerns they may have.

Lockout Program

- (a) Both parties recognize the need for a lockout procedure.
- (b) Associates, who may be at risk because they are required to set up or to repair or maintain machinery, equipment or systems where lockout is required, shall receive lockout training for authorized associates.
- (c) The Company shall provide each authorized associate with all equipment required to ensure the proper and safe lockout of equipment to be repaired or serviced.
- (d) No associate shall remove another person's lock unless the procedures in the specified Lockout Work Instruction for lock removal are strictly followed.

Lifts & Lift Truck Licensing

The Company will give refresher lift truck training to all certified drivers on a bi-annual basis.

All employees required to drive forklifts will be certified before being allowed to drive the forklifts.

20.02 Injury on the Job

Associates who are injured at work and who are unable to continue at their job or any other job as provided by the Company shall be paid their regular earnings for the balance of the shift on which the injury occurs. If the injured associate requires transportation but is unable to transport on their own, the Company will provide the transportation at no cost to the associate.

20.03 Incapacitated Associates

In the event an associate becomes physically handicapped and is unable to continue their job, exception may be made in favour of such associate on the following basis:

If a job vacancy occurs, which an incapacitated associate can perform, they will be placed on such job without the necessity of a job posting.

A Doctor's certificate of disability by the associate's own Doctor must be submitted. An associate placed on a job because of a disability will have the disability reviewed at least quarterly. The Company will review all the circumstances with the Union Committee before exercising this provision.

All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.

20.04 Production Standards

The employment for associates at the JCI Whitby facility will be based upon the principle of a fair day's work for a fair day's pay.

It will be the understanding at the Whitby plant that as far as employee performance is concerned there are no production standards. Rather, employment will be based on the principle of a 'fair day's work for a fair day's pay'. It is further understood that any time the associates believe that the Company is not living up to this principle with respect to expected work effort, upon request by the Union, the CAW International Industrial Engineers will be allowed to review the particular work area. If after that review, the Company and the CAW Industrial Engineers can't come to terms, the matter can be submitted to arbitration.

ARTICLE TWENTY-ONE (21)

Administration of Discipline

A Union representative will be present during all interviews which could lead to discipline, unless the associate otherwise declines their presence.

No written disciplinary action greater than twelve (12) months old will be considered when assessing progressive discipline.

Discipline is defined as any written notice to the associate's record. A copy must be given to the Committee person.

When, in the opinion of the Company, disciplinary action is in order, it will be administered in a timely fashion (usually within three working days after the day of the offense). However, the Company may take additional time, as reasonably required, to conduct a thorough investigation before administering disciplinary action.

ARTICLE TWENTY-TWO (22)

Leaves of Absence

Upon application and one week's notice, except in cases of emergency, the Company may grant leaves of absence without pay when supported by cause. The Company shall determine the need for and the length of leaves of absence based upon the circumstances surrounding the associate's situation and the prevailing conditions of the Company. The associate, upon expiration of such leave of absence, shall return to their classification in accordance with seniority.

All medical leaves, including maternity leaves, will be documented on the appropriate Medical Leave of Absence forms.

Associates requesting formal unpaid leaves of absence including those for family responsibility leaves, exceeding thirty (30) days, shall make application in writing to the Human Resources Manager or designate. Such leaves of absence may not be extended more than ninety (90) days and may be extended at the option of Management for an additional ninety (90) days upon application to the Human Resources Manager or designate before the expiration of the first leave.

Associates on a Medical Leave of Absence of two (2) weeks or more will notify the Company two (2) days prior to their return.

Answers for Leave of absences will be given within five (5) working days of the date it was received. If a leave of absence is denied the Company will ensure a reason for denial is given.

Weekly Indemnity

Any time an associate makes a claim of inability to work due to a condition unrelated to work and is supported by a physician in the appropriate medical forms; the associate may be paid weekly indemnity.

The Company reserves the right to have the associate examined by the appointed Company physician. If a dispute exists between the associate's doctor and the Company physician, the Company reserves the right to request an independent medical examination.

In such instances, the Company will pay the cost of the third doctor. Any time lost from work as a result of the appointment with the third doctor will be paid as well as mileage at 30 cents per kilometer providing the associate must travel more than Twenty (20) kilometers to make the appointment.

All parties will abide by the third doctor's findings.

WSIB

In cases of claims of work related disabilities, the Company may have the associate examined by an appointed Company physician. In situations where the doctors involved agree that the associate is in fact unable to work but not conclusive as to whether it is work related or not, the associate will be paid weekly indemnity in accordance with the current plan. Once WSIB makes a final determination, the appropriate redistribution of money will be made, including the associate repaying the Company's weekly indemnity fund.

Maternity Leave

The Company agrees to provide female associates with seniority and upon application a pregnancy leave without pay in accordance with the Ontario Employment Standards and / or the Employment Insurance Act.

As per the memorandum of settlement, dated August 22, 2002, the Company agrees to top up the difference between short-term disability and EI Benefits with a maximum cap of \$160 per week.

Female associates going on a maternity leave must submit a doctor's statement as soon as possible, indicating the expected date of birth. Pregnant associates may continue working up to the expected date of birth providing she can satisfactorily perform her duties. This prenatal period can be extended if in the opinion of the Company doctor or the associate's doctor, it is necessary.

The associate may remain on maternity leave as long as her doctor states she is medically unable to work. Upon release from her doctor, the associate will, upon her request, be granted a personal leave of absence for a period not to extend one year minus the length of time she was on maternity leave and Parental leave.

Male and female associates are eligible for Parental Leave as afforded by the Employment Standards Act.

Military Leave

Any associate covered by the provisions of this Agreement, who is required to enter active duty in any of the Allied Armed Forces shall accumulate seniority and upon completion of the initial enrollment of service be reinstated to their former or similar position at the prevailing rate. This provision shall not apply, however, if the said associate does not make application for re-employment within two (2) weeks after release from the Armed Forces.

Union Leaves of Absence

An associate of the Company elected or appointed to a full time position in the Local Union or National Union, CAW, will be granted an unpaid leave of absence by the Company, for a period not to exceed one (1) year. Such leaves may be extended on an annual basis at the request of the Local or National Union. While on such Union leaves there shall be no break in seniority.

The Company will also honour requests for incidental Union leaves of absence authorized by the respective National Representative for the Whitby plant. The Company will be given five (5) days notice in writing and addressed to the Human Resources Manager. The Company will continue to pay the associates while on such leaves and bill the Local accordingly.

Personal Absence Allowance (PAA)

The Company will maintain the personal paid allowance program currently in effect prior to the date of this Collective Agreement.

Associates will be eligible to participate after one year of service. A total of thirty-two (32) hours per calendar year is available at a minimum of four (4) hour increments. Hours not consumed will not be paid in lien nor carried over into the next calendar year. PAA must be pre-approved by the Company.

ARTICLE TWENTY-THREE (23)

Sexual Harassment

The Union and the Company recognize that sexual harassment in the workplace is an unlawful employment practice and in violation of the Ontario Human Rights Code, which defines it as:

A course of vexatious comments or conduct or sexual advance or solicitation that is known, or ought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the employer or a co-worker.

Complaints of alleged harassment by members of the bargaining unit will be handled with all possible confidentiality by the joint committee consisting of the Plant Chairperson of the Union and the Human Resources Manager or their designate.

ARTICLE TWENTY-FOUR (24)

Substance Abuse

Substance abuse is recognized to be a serious medical and social problem that can affect associates. The Company and the Union have a strong interest in encouraging early treatment and assisting associates towards full rehabilitation.

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

The Company will provide all normal group insurance benefits while the associate is under a medically prescribed course of treatment.

The Company will provide an Employee Assistance Program. In addition the union will appoint one EAP Representative.

ARTICLE TWENTY-FIVE (25)

General

25.01 Bulletin Boards

Bulletin boards will be provided centrally within the plants to provide associates with information about the Company, Company's customers, upcoming events, etc.

Also posted will be need to know information such as overtime, vacation and holiday schedules, etc.

In addition to the Company bulletin boards, the Union will be provided one for its use located centrally within the plant. These boards will be used to keep associates informed about the Union. As a matter of courtesy, the Union will advise Human Resources in advance of any postings.

25.02 Data to be Supplied by the Company

The Company will supply the Committee with the following information at the end of every month and send a copy to the Local Union office:

1. Associates who acquire seniority
2. Associates by rate and classification
3. Associates transferred into or out of the bargaining unit
4. Associates on leaves of absence
5. Associates on STD and WSIB and the date of occurrence
6. Layoffs and recalls
7. Associates who have lost seniority
8. Associates who are discharged
9. Job posting applications and job awards
10. Temporary Part-Time list
11. Overtime list by zones and plant

25.03 Moments of Observance

Associates will be allowed to observe one minute of silence each April 28th at 11:00 a.m. in recognition of National Day of Mourning for those workers who have died as the result of a work place accident.

Associates will be allowed to observe one minute of silence each November 11th at 11:00 a.m. to honour and remember the veterans of the Great Wars.

Associates will be allowed to observe one minute of silence each December 6th at 11:00 a.m. in recognition of violence against women.

25.04 Violence Against Women

The parties agree that when there is adequate verification from a recognized professional (e.g. doctor, lawyer or professional counselor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in each individual case and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the **part** of the Company, Union and affected associate(s) and will not be utilized by the Union or associate(s) to subvert the application of otherwise appropriate disciplinary measures. The Union will appoint a female associate to act as a Woman's Advocate.

25.05 Protective Clothing

The Company will provide associates with a personal protective equipment allowance to offset the cost of required safety apparel on the following basis:

Safety Shoes: The Company will pay up to **\$125.00** towards the purchase of CSA approved safety shoes once every twelve (12) months through a Company directed supplier.

Safety Glasses: The Company will bear the full cost of the first pair of non-prescription safety glasses. **A five** (\$5.00) dollar replacement fee will apply for lost glasses.

Prescription Safety Glasses: **As** per the memorandum of settlement, dated August 22, 2002, the Company will bear the costs associated with the purchase of prescription safety glasses and prescription changes provided they are purchased through a Company directed supplier.

25.06 Union Leaves of Absence

Associates will continue to accrue seniority while on Union leaves of absence but credited years of service and vesting will be based on conformance with the appropriate provisions of the pension plan.

25.07 Human Rights Training

The Company and the Union will put together a training session requiring joint facilitation at every new hire orientation. One (1) hour of mandatory annual refresher training will be jointly conducted on site thereafter.

25.08 Union Education

The Company will allocate \$15,000 each year of the contract for the purpose of training union officers. The National Union will oversee the spending of this fund. If at the end of any given year the entire \$15,000 has not been used, the balance will be carried over into the next year.

Any money not used by expiration of the contract will be converted into an employee fund. The plant committee will be in charge of this fund.

25.09 Social Justice

The Company will allocate \$5,000 each year of the contract.

ARTICLE TWENTY-SIX (26)

Skilled Trades: Maintenance

26.01 First Priority of Work

The Company reserves the right to maintain all existing and future partnerships with Johnson Controls Group (or any other facility management group as Corporately directed) and will continue to honour all agreements for said partnership relative to the management of maintenance facilities.

All provisions of the Collective Agreement and all related benefits, when applicable, shall apply to the Skilled Trades, except as otherwise expressly provided for in Article 26.

The Skilled Trades covered by this article constitute those trades for which an apprenticeship is usually served together with those classifications which form a part of an apprenticeable trade.

26.02 Definitions

The term "Skilled Trades" for the purpose of this agreement will be those in the Skilled Trades Group.

a) The term "Journeyman" as used in Article 26 shall mean any person who:

- i. Has completed a bona fide apprenticeship of four (4) years and 8000 hours and has a substantiating certificate, or
- ii. Has a CAW Journeyman's card, or
- iii. Has acquired eight (8) years of trade-related experience and/or trade-related formal training and can prove same.

- b) Entry into Skilled Trades shall be restricted to persons:
- i. who qualify as Journey person under the provisions set forth in the immediately preceding paragraphs, or
 - ii. who qualify for a Journey person status through any apprenticeship program which may be negotiated by the parties, or
 - iii. who provide documents at date of hire proving their claim to Journey person status both to the Company and the Skilled Trades Representative, or
 - iv. who provide documents within 15 working days of being promoted from any classification

c) Employment in a Skilled Trade shall be limited to Journey person's and Apprentices except when the following provision applies;

- i. Associates in a Production Group may be employed to do labour work associated with Skilled Trades during the maintenance cleanup period scheduled at summer and Christmas shutdowns providing all Skilled Trades are utilized.

If Management has to perform Skilled Trades bargaining unit work the skilled trade representative will be notified.

Seniority for the Journey person in a Skilled Trade will be by date of entry into the classification.

Employees who are in Skilled Trades or have recall rights thereto as at the date of this agreement shall retain their seniority established at that date and continue to accrue seniority thereafter.

26.03 Training / New Technology

The Company will provide training opportunities for the Skilled Trades during the commissioning phase of production equipment.

The Company will be responsible for the training of the Skilled Trades in implementing new techniques and technology (at the company's expense) and whatever training the company and Skilled Trades representative feel that there is a requirement for.

26.04 Warranty Language

When the company signs off on a new line all work pertaining to the new line becomes the Skilled Trade bargaining unit work, warranty providing as specified by the manufacturers recommendation.

26.05 Overtime Distribution

- All overtime will be distributed equally, by shift and then by plant, among all Skilled Trades classification.
- Skilled Trades will have one overtime group and all overtime hours worked (either during the week or on the weekend) will be added to their group.
- Time and one half will be counted as one and a half hours worked and double time hours will be counted a two hours worked.
- When a new Journeyperson is added to the Skilled Trades Maintenance group, their overtime hours will be averaged into the group – i.e. the total number of overtime hours worked by the group divided by the number of people in the Skilled Trades group.
- Skilled Trades will be asked to work overtime (weekend work or work beyond the normal eight hour day), provided they have the licensing and certification to do the available work, before management or contractors can perform bargaining unit work on the same said weekend.
- In the equalization of overtime hours, the Journeyperson must have the lowest hours on the shift, and be licensed and/or capable of performing the same duties as the job requires.
- Any overtime refused will be charged accordingly, unless management does not continue to try to find a tradesperson to fill the requirement.
- The Skilled Trades representative will be notified of all available overtime prior to the overtime being performed.

- At no point will there be an overtime gap on the shift of greater than 80 hours or between the shift averages of greater than 80 hours. Failure to follow this provision of overtime equalization will result in payment to the affected Journey person(s) for overtime hours lost, provided the Journey person and/or Union representative raised the objection prior to the overtime being worked. Otherwise, the remedy will be to offer the next available overtime opportunity to the affected Journey person(s).
- When a person is assigned to a steady day or afternoon shift they will be allocated to a specific rotating shift for the purposes of canvassing and equalization of overtime.
- The current overtime list will be made available for all trades. The list will be updated as the overtime occurs. If there are any errors or issues the Skilled Trades representative or Steward on each shift will raise the concerns for management to address.

26.06 Tool Allowance

Upon proof of purchase the Company will provide each Journey person with up to a \$425.00 tool allowance each year and agrees to pay for any broken or worn tools. The Company agrees to pay for any specialized tools as deemed required by the Company. Such tools will be Company property and maintained in a specific central area for the Skilled Trades.

New hires within the Skilled Trades classification shall be eligible for the tool allowance upon completion of one year of service.

26.07 Protective Clothing

The Company agrees to provide Skilled Trades, three pairs of coveralls and a winter jacket. Coveralls and jacket will be replaced as required. Directed supplier and style will be mutually determined by the Company and the Skilled Trades.

The Company agrees to provide a cleaning service for the coveralls.

26.08 Safety Shoes

The Company will provide Skilled Trades an annual allowance of \$150.00 per year. A second pair of shoes, if required will be available upon approval. If purchased from a non JCI supplier, proof of purchase will be required.

26.09 Apprenticeships

If and when the Company is in a position to entertain apprentices, it will meet with the Skilled Trades representative and Ministry to establish an agreed upon program.

26.10 Layoff and Recalls

- (a) Temporary layoffs in the Skilled Trades are defined as any reduction of less than five (5) working days. Layoffs under this provision will be by seniority, by shift.
- (b) Permanent layoffs in the Skilled Trades are defined as any reduction of five (5) working days or greater. Layoffs under this provision will be by seniority, by plant, by classification.
- (c) Management retains the right to determine the number of tradesperson(s) required and the classifications needed to maintain efficiency in the plant. Management will meet and discuss their plans, in advance, of any layoff with the union to allow the CAW chairperson and Skilled Trades representative to have input prior to the layoffs occurring.
- (d) In cases where there are apprentices in the classification, they would be the first to go.
- (e) The recall provision for Skilled Trades will be as per Article Eleven (11).

26.11 Council Dues

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council. The first deduction is to be made from the employees first pay received after completion of the probationary period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month in that calendar year.

26.12 Contracting Out

The Company will not contract out regular maintenance work if the Skilled Trades are not working, unless they elected not to be working (including weekends). In cases of overtime, if there is not enough volunteers from the Skilled Trades, the Company will advise the Skill Trades Representative.

26.13 Clarification of Skilled Trades Duties

Tradespeople will be allowed to work in the plant up to their capability when normal production occurs.

It is recognized the tradespeople are responsible for major repairs, modifications and new installations. In these instances the basic trade needs to be the primary lead on these jobs.

Tradespeople are not to be doing work which is outside their licensing, certification or training.

- Licensing– Trades Certificate of Qualification
- Certification – Recognized Training Course
- Training – Training provided under the Skilled Trades training Matrix

Management will continue to work with and support any tradespeople wishing to upgrade their credentials.

26.14 Training Matrix

With the input of the Skilled Trades representative, the Company will implement and update a training matrix to identify skill sets and training needs for the skilled trades group. The parties agree to have this matrix set up within 90 calendar days of ratification.

ARTICLE TWENTY-SEVEN (27)

Termination

This agreement will remain in force until the 25th day of August, 2011, and will continue automatically thereafter for a period of one (1) year, unless either party notifies the other in writing during the period of not more than sixty (60) days and not less than thirty (30) days prior to the expiration date that it desires to amend or terminate the agreement.

In witness whereof, each of the parties hereto have caused this agreement to be signed by its duly authorized representatives as of this 21st day of August, 2008 in Whitby, Ontario.

For the Company

Cynthia Wahlroth
Judy Smith
Misty Empringham
Kevin Suppelsa
Karen Clements
Ralph Lassel

For the Union

Larry Williams
Dean Baumhauer
Sean Crandles
Teri MacDonald
Mike Morsby
Richard Ward
Mike Reuter
Chris Buckley

APPENDIX “A”
WAGE CLASSIFICATION TOP RATES

Classification	Top Rate
Production Operator	24.43
Material Handler	24.43
Shipper/Receiver	24.65
Cycle Counter	24.65
Quality Auditor	24.65
Team Leader	10% above respective rate
Electrician	35.36
Industrial Mechanic Millwright	35.36

APPENDIX “B”

Temporary Part-time Program

The parties agree that management may utilize temporary part time associates.

Temporary part time associates will normally be scheduled to work as follows:

- a) During periods of launch that require specific temporary manpower requirements to meet our customer’s product launch schedules.
- b) To cover extended leaves of absence.

1. No temporary part-time associates will be working while regular full time associates are on lay-off unless agreed to by the union. The Union agrees to cooperate with the Company during times when this would create a disruption in its operations.

2. The Company may discontinue the use of a temporary part time associate at any time. If the reason for letting the associate go for anything other than the completion of their assignment, the company will inform the Plant Chair. If the Plant Chair feels that the company was unfair in it’s decision, the decision may be reviewed with the Human Resource Manager. If they cannot resolve the issue, the Plant Chair may review the decision with the Plant Manager. The Company recognizes that a temporary associate has rights afforded them under the Ontario Human Rights Code.

3. Temporary part time associates shall receive 75% of maximum base rate of the classification as stipulated in Appendix “A” and union dues will be deducted subject to the provisions of Article 4 of the Collective Agreement.

4. Temporary part time associates are entitled to vacation pay under existing law.

5. Temporary part time associates will not be entitled to any Company paid or sponsored benefit programs during such employment with the Company as a temporary part time associate.

6. If at any time on or before the end of their period of employment a temporary part time associate applies for and is hired as a full-time

associate, they will immediately be considered a new hire and will be required to serve the probationary period spelled out in Article 9.01 (4).

In establishing a T-P-T Program, the Company will consider the relatives of full time associates for temporary part time work before considering anyone else.

APPENDIX “C”

Pension

Effective immediately, using each associate’s most recent hire date at the Whitby plant, Whitby associates will be able to participate in the same pension program as the Tillsonburg bargaining unit associates.

The 2 year waiting period will be eliminated and all eligible associates will be retroactive effective January 1, 2008.

Effective September 1st, 2008, the monthly benefit level will be \$42.00 for all associates retiring under the provision plan on or after September 1st, 2008 and \$43.00 for Skilled Trades retiring on or after September 1, 2008.

Effective September 1st, 2009, the monthly benefit level will be \$43.00 for all associates retiring under the provision plan on or after September 1st, 2009 and \$44.00 for Skilled Trades retiring on or after September 1, 2009.

Effective September 1st, 2010, the monthly benefit level will be \$44.00 for all associates retiring under the provision plan on or after September 1st, 2010 and \$46.00 for Skilled Trades retiring on or after September 1, 2010.

Disability pension will be the lesser of:

- a) two times the monthly benefit level in effect at the time of the disability for each year of credited service, or
- b) the monthly benefit level in effect at the time of disability for each year of credited service, calculated as if the member’s continuous service continues to normal retirement. The seniority provision for disability pension is in effect after 10 years.

Associates will be able to retire at age 62 with an unreduced benefit. This is not intended to have any effect on people retiring younger than age 62.

The Company will provide a one time opportunity whereby employees who are at least 62 but less than 65 years old and who retire between September 1, 2008 and June 30, 2011 will retain their drug coverage until they turn age 65.

APPENDIX “D”

Benefits

The parties have agreed to the flex benefit program as currently exists prior to September 1st, 2002 as listed below. The benefit booklet will form part of this collective agreement.

Same **sex** benefits (in conjugal relationship for at least 12 months) will be covered under the current plans, providing the various Federal and Provincial regulatory agencies including Revenue Canada continue to recognize same sex relationships.

1. Medical – options 1, 2 or 3 and including the availability of hospitalization, prescription drugs, major medical, hearing, vision care, private duty nursing, paramedical, out-of-country and travel assistance. Deductibles applicable as per option selection. Effective January 1, 2009 there will be a dispensing fee cap of \$11.00 per prescription and a prescription drug co-pay of 10% per prescription with out of pocket maximum of \$270/year

Vision Care – as currently exists plus coverage for one eye exam of up to a maximum of \$75.00 every 24 months. A onetime opportunity will be given to employees to apply their unused eyeglass allowance towards laser eye surgery.

2. Dental - options 1, 2 or 3 and including the availability of basic and major care, orthodontia (children only). Deductibles applicable as per option selection. Using the previous year’s ODA fee schedule. Routine exam coverage will be every 9 months.

3. Associate Life Insurance – selection of options 1, 2 or 3 available, company paid. Options 4 through 9 available, associate contribution required.

4. Dependent Life Insurance – selection of options 1, 2 or 3 available, associate contribution only.

5. AD&D – selection of options 1, 2 or 3 available, company paid. Options 4 through 9 available, associate contribution required.

6. Health Care Expense Account – (HCEA) – selection of this option entitles associates to deposit extra flex benefit credits in your HCEA. In accordance with Canada Customs and Revenue Agency rules, credits must be used within two (2) years or they will be lost.

7. Taxable Cash – selection of this option entitles associates to receive their extra flex benefit credits on their weekly pay cheque.

8. Weekly Disability – if as a result of illness or a non-work related accident, an associate is unable to perform the essential functions of the job and if no suitable alternative or modified employment is available, company paid disability benefits will be available to eligible associates subject to the terms and conditions as described.

Application – applies to all hourly associates under age 65, whose status is permanent full-time. Eligibility begins after the ninety (90) day probationary period is complete. Associates must be seen and treated by a licensed medical doctor and absent from work for more than the waiting period.

Amount – 60% of weekly earnings prior to the date of disability, exclusive of overtime and CIP bonus. A retroactive change in earnings will be deemed to be effective on the date the change is determined.

Waiting Period – Accident - nil, Illness – 4 work days, Illness if hospitalized for at least eighteen (18) hours – lesser of four (4) days or period prior to hospitalization. In cases where a surgical procedure at the hospital requires anesthetic, coverage will begin from day one.

Benefit Duration – thirty (30) weeks.

Procedure – payment of weekly disability is conditional upon and will not be made until the associate provides the Company an application for weekly benefits and a completed “Attending Physician’s Statement of Disability”. The Company may request, and the associate must provide medical certification as often as the Company requests.

Further payment of weekly disability benefits may be conditional upon the associate undergoing a third party medical evaluation (at the Company’s expense). Failure to report for a schedule evaluation may result in the termination of benefits.

Employees on layoff will be covered until the end of the 3rd month following the month during which they were laid off. Employees on weekly Indemnity will be covered for the entire period for which they are eligible for weekly indemnity. Employees on WSIB will be covered for up to one year.

Vacation pay shall not accrue on disability benefits, however your seniority will continue to accrue for the period of disability.

Associates shall be encouraged to work part-time for the Company while recovering from a disability provided they receive medical approval to do so. Hours worked will be paid at the regular rate of pay and weekly disability benefits will be paid for the portion of the day not worked.

Upon medical approval to return to work, associates will return without the loss of seniority to their original position, if still open, or to another position for which, in the Company's opinion, the associate has the requisite skill, experience and qualifications.

Subsequent Disability – a new waiting period and benefit duration will start if an associate returns to active full time work for a period of two (2) weeks prior to becoming disabled because of the same or related cause, or one (1) full day before becoming disabled resulting from a different or unrelated cause.

Third Party Liability – If an associate should receive disability benefit payments under the Company plan for loss of income for which there may be a cause of action against a third party, a reimbursement agreement with Manulife will be required. This will entitle Manulife to be reimbursed for any amount(s), including interest, recovered from a third party for the loss of income or medical and dental expenses. If a lump sum payment is made under judgement or settlement for loss of future income, no further disability benefits will be paid until such time as the sum of benefit payments otherwise payable equals the amount of such lump sum.

9, Long Term Disability - selection of options 1 or 2 available, paying 60% of base pay.

APPENDIX ‘E’

Tuition Refund

As per the Memorandum of Settlement, dated August 22, 2002, the parties agree that the tuition refund program at the Whitby plant will remain consistent with the corporate tuition refund program as changes occur.

Associates who have been employed full-time for at least thirty (30) days are eligible to participate in the benefits of the tuition refund program. Part-time temporary and associates on inactive status are not eligible to participate.

The Company will generally reimburse associates up to 100% of the tuition, registration and lab fees for a maximum of two (2) preapproved courses (not to exceed 8 credits per term). A maximum of one (1) course (not to exceed 4 credits) shall apply for summer terms.

Excluded courses are executive MBA programs, accelerated undergraduate degree programs and other non-traditional and comparatively high cost education programs.

Excluded expenses shall include books, exam fees, transportation, supplies, late fees, service fees, finance charges, etc. In case where books are included in the cost of tuition, fifteen percent (15%) will be assumed to represent their cost in the absence of an itemized list.

Reimbursement will be made as follows – fifty percent (50%) upon final approval of the application and submission of a valid receipt and fifty percent (50%) upon completion of the course(s) and submission of the final grade report or other acceptable evidence of successful completion. Repeated courses shall not be eligible for tuition reimbursement.

Reimbursement will be made through the payroll process and subject to tax if applicable.

APPENDIX “F”

Cost of Living Allowance – COLA

Effective January 1, 2004 and thereafter during this agreement, each employee shall receive a cost of living allowance as set forth in this section.

COLA will be frozen for the 1st year of this agreement which would encompass October 1, 2008 through to September 30, 2009 (Employees will not “catch-up” in any way for any COLA foregone).

The amount of cost of living adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index of the base 1986 = 100, hereinafter referred to as the 1986 Consumer price Index or 1986 CPI.

In determining the three (3) month average of the indexes for a specific period, the computed average shall be rounded to the nearest .1 index

point - i.e. .05 and greater rounded upward and less than .05 rounded downwards.

The COLA shall be computed using the three month average of the 1986 CPI for December 2003, January 2004 and February 2004 as the base period. Cost of Living Adjustments will be made on a quarterly basis at the following times: April 1st, July 1st, October 1st and January 1st.

One cent (\$0.01) adjustments in the cost of living shall become payable for each .0849 change in the Consumer Price Index.

If at any time the CPI indicates a drop in COLA, the adjustment will not be reduced. The adjustment, therefore, will not be increased until the CPI rises above where it was when the reduction would have been made.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly index in its present form and calculated on the same base as the index for 1993.

APPENDIX "G"

Attendance Incentive Program

The Company recognizes situations arise that prevent an associate from working a standard workweek.

Bank hours are unpaid time off for personal / emergency needs up to a maximum of forty (40) hours per calendar year. Bank hours are prorated, based upon individual start date. Use of bank hours is subject to the approval of the appropriate manager. Advance notice is required whenever possible.

Time off for bereavement, PAA, disability, jury duty, lack of available work, or approved leave of absence from weekend overtime are exceptions and not recorded as bank hours.

Associates who maintain a full or partial bank shall receive a cash award equivalent to the number of hours, payable at current rate of pay.

Cash rewards will be paid annually the first payroll period in each new calendar year.

APPENDIX “H”

PAID HOLIDAY SCHEDULE

Statutory	Reason	Non-statutory	Reason
September 1st	Labour Day	As observed by Customer	
October 13 th	Thanksgiving		
December 25 th	Christmas Day		
December 26 th	Boxing Day		

Statutory	Reason	Non-statutory	Reason
January 1 st	New Years Day	As observed by Customer	
April 10 th	Good Friday		
May 18 th	Victoria Day		
As observed by Customer	Canada Day		
September 7 th	Labour Day		
October 12 th	Thanksgiving		
December 25 th	Christmas Day		
December 26 th	Boxing Day		

YEAR 2010

Statutory	Reason	Non-Statutory	Reason
January 1 st	New Years Day	As observed by Customer	
April 2 nd	Good Friday		
May 24 th	Victoria Day		
As observed by Customer	Canada Day		
September 6 th	Labour Day		
October 11 th	Thanksgiving		
December 25 th	Christmas Day		
December 26 th	Boxing Day		

Statutory	Reason	Non-Statutory	Reason
January 1 st	New Years Day	As observed by Customer	
April 22 nd	Good Friday		
May 23 rd	Victoria Day		
As observed by Customer	Canada Day		

Mr. Hemi Mitic

August 22nd, 2002

Dear Mr. Mitic:

Re: Temporary Assignments

The parties discussed training associates in anticipation of future production needs, but were unable to agree upon a system for doing so.

The parties agree to review and discuss this as the plant population grows, with the hopes that a satisfactory system can be agreed upon.

Yours truly,
Johnson Controls
Steve Johnson
Plant Manager

Mr. Hemi Mitic

August 22nd, 2002

Dear Mr. Mitic:

Re: CIP Bonus

The Whitby plant continuous improvement plan will remain in effect consistent with plans typical for other JCI plants.

The annual goals, objectives and values attached thereto will be determined each year by the Johnson Controls Vice President of North American Operations.

Yours truly,
Johnson Controls
Steve Johnson
Plant Manager

Mr. Mike Reuter

August 13th, 2008

Dear Mr. Reuter:

Re: No Work Leave of Absence

On those days when at any point during the shift, the Company determines it has more people than it needs, it will allow people from the area immediately affected (excess) a leave without recourse or pay on a rotational basis by seniority.

Yours truly,
Johnson Controls
Cynthia Wahlroth
Plant Manager

Mr. Mike Reuter

August 24th, 2005

Dear Mr. Reuter:

Re: Pay Cheque Correction Process

The process for correcting pay issues was discussed during negotiations.

The Company is committed to reducing the frequency of errors in our payroll system.

Yours truly,
Johnson Controls
Emile Godin
Plant Manager

Mr. Mike Reuter

August 23rd, 2005

Dear Mr. Reuter:

Re: Job Bidding Process

The job bidding process was discussed during these negotiations. The Company agrees that during the life of this collective agreement we will explore other processes for applying for job bids. The exploration will start with a trial of a sign up list.

Our intent is to find a system that will ensure employees interested in signing up for job postings have an easy way to apply without adding any additional administration for the Company.

Yours truly,
Johnson Controls
Emile Godin
Plant Manager

LETTER OF UNDERSTANDING

Mr. Mike Reuter

Dear Mr. Reuter

Re: Premium Pay for Sunday

(Examples are using Sunday hut same concept would apply on Saturday)

Assuming their regular shift starts at 10:30 PM then they would be eligible from 10:30 PM Saturday to 10:30 PM on Sunday to be paid at double time for any hours worked. In this case for nightshift employees the double time premium is from their regular shift start to the regular start of the next shift.

Again, let's say their regular shift starts at 10 PM then they would be paid double time for hours worked during their Sunday which would be 10 PM Saturday to 10 PM Sunday.

Other situations that **might** arise:

If you are a night shift employee and you come in and start work at 10:00 PM on Sunday (assuming the regular start time of my shift is 10:30 PM) you would be paid double time from 10:00 PM to 10:30 PM **as** that would be part of the defined 24 hour period for Sunday.

If you are an afternoon shift employee and your regular hours of work are 2:50 PM to 11:15 PM then your Sunday would be defined from 11:15 PM Saturday to 11:15 PM Sunday providing you are still working OT for your shift.

If you are an afternoon shift employee and you come in at 10:30 PM Sunday to supplement the nightshift - this is not double time as you are working nights Monday. Now if you came in Sunday at 9:30 PM and worked to 3 AM on Monday (supplementing the night shift), you would get double time from 9:30 PM to 10:30 PM and then you'd go back to regular time **as** you are working the night shifts regular hours.

If you are an afternoon shift employee and your regular hours of work are 2:50 PM to 11:15 PM and you are working Saturday you would receive time and one half for all hours worked as this is your Saturday shift, but if you worked your Saturday shift from 2:50 PM to 12:00 AM you would receive time and one half until 11:15 PM and would receive double time for all hours worked after 11:15 PM (as this is the start of your Sunday shift).

Now, if your regular shift was afternoons and you came in at 10:30 PM Saturday to supplement the night shift (assuming night shift regular start time is 10:30

PM) then you would receive double time from 10:30 PM on as you would be considered part of the night shift verses the afternoon shift.

The start and stop time of the shift you will be working and or supplementing (i.e. nights, days, afternoons) defines the 24 hour period for premium pay.

Please Note:

As per the collective agreement Article 14 Hours of Work “The Company may find it necessary to change an associate’s shift or shift hours based on production requirements” which means if that was to happen the above examples of hours would shift accordingly.

Yours truly,
JOHNSON CONTROLS LP
Emile Godin
Plant Manager

Letter of Understanding

Mr. Mike Reuter

August 11th, 2008

Dear Mr. Reuter:

Re: Skilled Trades Team Leader

The Company will revisit the request for the Team Leader requirement in the event future business is awarded to the Whitby facility, or sooner if the need changes.

The parties agree if a Team Leader position is implemented that they will meet with Skilled Trades representative to discuss the criteria and testing method the Company will require for the selection procedure and agrees to discuss what the job responsibilities of the Skilled Trades Team Leader may be. Some of the duties discussed might be but are not limited to

- kitting jobs for weekend work
- ensuring inaterials are ordered needed for job
- interfacing with Engineers/contract personal
- organizing and processing the work
- setting up their shifts
- laying out and directing the work assignments
- follow up on assigned tasks for completion
- offering of overtime

It is also understood by the parties that the Skilled Trades Team leader would not be responsible for

- disciplining the employees and or disciplining for tempo

Any order refused which was given by the Team Leader, will be repeated by management.

Yours truly,
Johnson Controls
Cynthia Wahlroth
Plant Manager

Letter of Understanding

Mr. Mike Reuter

August 14th, 2008

Dear Mr. Reuter:

Re: Skilled Trades Shift Meetings

The Company agrees to hold formal bimonthly meetings with the Skilled Trades group to discuss work related items. All topics of discussion will be added to the agenda; minutes will be taken and posted on the Skilled Trades computer.

Management will give the Skilled Trades representative one (1) week advance notice, so the CAW representative can attend the meeting if they want to.

Yours truly,
Johnson Controls
Cynthia Wahlroth
Plant Manager

Letter of Understanding

Mr. Mike Reuter

August 15, 2008

Dear Mr. Reuter:

Re: Work Exclusion

During negotiations, the Union sought to clarify the Company's obligations under Article One (1), "Work Exclusion" of the collective agreement.

As a result of these discussions, the Company has committed that the Plant Manager would meet with the Plant Chairperson, as required, to address any situations in which the Union alleged that a member of Management has violated the provisions of Article One (1) under the collective agreement.

It is agreed that such meeting will take place within five (5) working days of the Union's request and a written response would be given to the Plant Chairperson within three (3) working days.

Yours Truly,
Johnson Controls.
Cynthia Wahlroth
Plant Manager

Letter of Understanding

Mr. Mike Reuter

August 15, 2008

Dear Mr. Reuter:

Re: Procedure for Filling/Forcing to 3rd Shift

When vacancies are created due to reductions and the posting procedure has been exhausted, the following practice will take place:

The affected associate may elect to fill the 3rd shift vacancy, or can choose to exercise their seniority and displace the least senior associate, in their classification, from the rotating shifts. The displaced associate would be required to fill the vacancy on the 3rd shift.

This procedure would also apply to any rebalancing of the shifts, which would require an associate to be forced to 3rd shift.

Yours Truly,
Johnson Controls.
Cynthia Wahlroth
Plant Manager

Letter of Understanding

Mr. Mike Reuter

August 18, 2008

Dear Mr. Reuter:

Re: Placement Procedure for Permanently Disabled Workers

During the current negotiations the Company and Union discussed the accommodation of injured workers. The Company will endeavour to place associates within their home zone and will not place injured associates on “preferred” jobs, unless their seniority permits or there are no other positions that would accommodate the associate’s documented permanent restrictions.

The Company is committed to finding suitable work, for injured associates, within the associates documented permanent restrictions. The Company will not force associates out on LMR unless the parties have agreed they have exhausted the internal options, which may include an ergonomic review or an Independent Medical Exam.

Yours Truly,
Johnson Controls.
Judy Smith
Human Resource Manager

Letter of Understanding

Mr. Mike Reuter

August 18, 2008

Dear Mr. Reuter:

Re: Sound System

The Company agrees to engage in conversation within sixty (60) days of ratification to discuss the viability ~~of~~ a sound system within *JCI Whitby*.

Discussions will include the feasibility with regard to types of music, monitoring of the system, compliance with Occupational Health & Safety protocols with respect to noise levels, etc.

Yours truly
Johnson Controls
Cynthia Wahlroth
Plant Manager

Letter of Understanding

Mr. Mike Reuter

August 18, 2008

Dear Mr. Reuter:

Re: Reductions in Team Leader Classification

In cases where there are reductions in the Team Leader classification, the Company agrees to give the affected Team Leader the opportunity to displace the most junior Team Leader in the Plant.

Yours truly
Johnson Controls
Judy Smith
Human Resource Manager

Letter of Understanding

Mr. Mike Reuter

August 18, 2008

Dear Mr. Reuter:

Re: Overtime Relief Alternatives

The Company agrees, within 120 days of ratification of the contract, to meet and discuss the use of Temporary Layoff associates with the Local Union Leadership. The objective of the plan would be to provide overtime relief options, at a reduced cost, for full time associates.

Yours truly
Johnson Controls
Cynthia Wahlroth
Plant Manager

2009

JANUARY 2009

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2009

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2009

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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APRIL 2009

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MAY 2009

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JUNE 2009

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JULY 2009

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AUGUST 2009

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SEPTEMBER 2009

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OCTOBER 2009

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NOVEMBER 2009

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DECEMBER 2009

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2010

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FEBRUARY 2010

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MARCH 2010

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APRIL 2010

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MAY 2010

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JUNE 2010

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JULY 2010

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AUGUST 2010

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SEPTEMBER 2010

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OCTOBER 2010

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NOVEMBER 2010

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DECEMBER 2010

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2011

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FEBRUARY 2011

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MARCH 2011

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APRIL 2011

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MAY 2011

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JUNE 2011

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JULY 2011

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AUGUST 2011

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SEPTEMBER 2011

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OCTOBER 2011

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NOVEMBER 2011

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DECEMBER 2011

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2012

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FEBRUARY 2012

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MARCH 2012

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APRIL 2012

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MAY 2012

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JULY 2012

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AUGUST 2012

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SEPTEMBER 2012

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OCTOBER 2012

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NOVEMBER 2012

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DECEMBER 2012

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