

**COLLECTIVE AGREEMENT  
BETWEEN  
BENTELER AUTOMOTIVE CANADA  
CORPORATION  
BRAMPTON PLANT**

**AND THE**

**CAW/TCA  
CANADA  
NATIONAL AUTOMOBILE AEROSPACE,  
TRANSPORTATION, AND GENERAL  
WORKERS UNION OF CANADA and its  
LOCAL 1285**

**August 1, 2005 to August 1, 2008**

## INDEX

<b>ARTICLE</b>	<b>SUBJECT</b>	<b>PAGE</b>
	Purpose and Intent	3
1	Recognition	3
2	Management Rights	3
3	Non-Discrimination/Harassment	3
4	Strikes and Lockouts	5
5	Leaves of Absences	5
	- Pregnancy & Paternal	5
	- Union leave /Public office	5
	- Bereavement	6
	- Jury Duty	6
	- Education	6
	- P.E.L.	7
	- T.P.T.	8
6	Union Security	10
7	Union Representation	11
8	Grievance Procedure	14
9	Arbitration	16
10	Health & Safety	17
	- Ergonomics	19
11	Seniority	19
12	Layoff & Recall	20
	- Bumping Procedures/Job Elimination	21
13	Overtime	22
	- Overtime Offers & Eligibility	23
	- Charging Hours	23
	- Overtime Groups	24
	- Backup Positions	24
	- Canvas for Overtime	24
14	Job Posting	25
	- Temporary Job Vacancies	27
15	Bargaining Unit Work	27
16	Disciplinary Action	28
17	Incapacitated Employees	29
18	Reporting In Pay	29
19	Call In/Call In Pay	29
20	Plant Movement	30
21	Partial or Total Plant Closure	30
22	Technical & Technological Change	30
23	Substance Abuse	31
24	Hours of Work	31
	- Short Term Shift Exchange	33
	- Long Term Shift Exchange	33

<b>ARTICLE</b>	<b>SUBJECT</b>	<b>PAGE</b>
25	Holidays	34
26	Vacations	35
27	Protective Clothing	36
28	Pension Plan	36
29	Wages and Classifications	36
30	Benefits	37
	- Eligibility	37
	- Life, AD&D	37
	- Extended Health & Dental	37
	- prescription	38
	- dental	38
	- Vision	38
	- Short term Disability	38
31	Insurance Waiver	38
32	Domestic Partners	39
33	Pay day	39
34	Skilled Trades	39
	- Tool Allowance	41
35	Copy of Agreement	41
36	Letters of Agreement	41
37	Duration of Agreement	42
Schedule A	Classification & Wage Schedule	43
	- COLA	44
Appendix B	Heat Stress Policy	44
Letters of Understanding 1-6		44/45
Appendix C	Holiday Calendar	46

## **PURPOSE & INTENT**

This Agreement made July 29, 2005, between Benteler Automotive Canada Corporation (BACC) hereinafter referred to as the “Company” and the National Automobile, Aerospace & General Workers Union of Canada, (CAW – TCA – Canada) and its **Local 1285, Brampton location** hereinafter referred to as the “Union”.

The general purpose of this Agreement is to provide an orderly collective bargaining relationship between the Company and the Union, to secure prompt and fair disposition of grievances and to prevent interruption of work and interference with the efficient operation of the Company’s business, consistent with the terms of this Agreement.

## **ARTICLE 1 – RECOGNITION**

### **1.01**

Pursuant to and in accordance with all applicable provisions of the Ontario Labour Relations Act, the Company hereby recognizes the Union as the sole and exclusive bargaining agent of all employees of Benteler Automotive Canada Corporation, **in the city of Brampton,** save and except the salary personnel assigned to the facility.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01**

The Union recognizes and acknowledges that the management of BACC and the direction of the working forces are the exclusive right of the Company and remain solely with management except as specifically limited by the provisions of this Agreement. Without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- a) Hire, promote, transfer, demote and layoff employees and to suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.
- b) Operate and manage its plants in all respects in as efficient and economical manner as it sees fit, including the right to direct it’s workforce, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing and transportation.
- c) Make and alter **from time to time** rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. **Any changes to these rules and regulations will be meaningfully discussed with the Plant Committee before publication. Employees will be given copies of new and/or revised policies prior to implementation.**
- d) The Company and Union agree that in the exercise of each of their rights and in the administration of this Agreement, they will do so in a fair and reasonable manner.

## **ARTICLE 3 – NON-DISCRIMINATION/HARASSMENT**

### **3.01**

Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. Management and employees must not engage in discrimination or harassment

because of prohibited grounds. All outside contractors will be expected to adhere to all policies on Non-Discrimination/Harassment. Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status and **disability**, but will also include political affiliation and language, for example “native language”. Prohibited grounds shall be interpreted in accordance with and subject to the provisions of the Ontario Human Rights Code.

The Company and the Union are committed to the concept of equal opportunity in the workplace. Both parties agree to this principle and will promote fair and equitable interaction through mutual respect for the rights of others.

Employees shall not be discriminated against on the basis of Union affiliation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual.

The pursuit of frivolous allegations of Human Rights violations has a detrimental effect on the spirit and the intent for which this policy was rightfully developed, and should be discouraged.

### **3.02**

The Company and the Union recognize that sexual, racial and violent harassment is a cruel and destructive behavior against others that can have devastating effects.

Sexual harassment includes any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment includes any action whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

Violent harassment includes any form of attempted, threatened, actual conduct or physical force of a person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives an employee reasonable cause to believe that the employee is at risk of injury.

Any confirmed allegations of the above harassment(s) may result in discipline up to and including termination.

### **3.03**

Employees who feel they have been subject to harassment or discrimination may file a complaint with the human resource department. The Human Resource Manager and the Committee Chairperson will investigate all complaints jointly and promptly within ten (10) working days from the date the complaint was filed. In certain cases, the Woman’s Advocate may be included in the investigation. The employee will be notified of the determination in writing upon conclusion of the investigation. Should an employee be dissatisfied with the resolution, the complaint may be addressed in the grievance procedure at step 3.

### 3.03 a)

**The Women's Advocate will be included in the Labour/Management meetings once per month.**

### 3.04

This Article is not intended to restrict any employee's right under the Ontario Human Rights Code.

Frivolous charges of harassment may be subject to disciplinary action.

## **ARTICLE 4 – STRIKES AND LOCKOUTS**

### 4.01

Inasmuch as the Agreement provides orderly procedures for the settlement of employee grievances, and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words, "strike" and "lockout:" as used herein are agreed to have the meaning defined for those words in the present Ontario Labour Relations Act.

## **ARTICLE 5 – LEAVES OF ABSENCE**

### 5.01

Upon written application, and with at least five (5) working days notice, leaves of absence without pay may be granted to the employees for valid personal reasons. Seniority shall not be affected, and the Company will maintain employee benefits for thirty (30) calendar days. The Company will advise the employee of its answer in writing within five (5) working days. Also, the Company will provide a written explanation for any leave of absence which is denied. The failure to respond to a request for a leave of absence within five (5) working days, noted herein, will result in the automatic granting of the said leave.

### 5.02 – Pregnancy and Paternal Leave

The parties agree that the rights, benefits, terms and conditions in respect to pregnancy and paternal leave as set out in the Employment Standards Act, Ontario, in effect at the signing of this Agreement, are incorporated into this Agreement. These rights, benefits and terms are understood as the minimum standard, however, should legislation be enacted that grants greater rights of benefits in relation to pregnancy and parental leave, such legislation shall be incorporated into the Collective Agreement.

### 5.03 – Union Leave/Public Office

Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of two (2) years without pay, benefits or loss of seniority. Such employee shall renew their leave of absence on the two-year anniversary date and extension privileges shall be provided.

Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government shall be granted a leave of absence for a period of two (2) years without pay, benefits, or loss of seniority. Such employee shall renew their leave of absence on the two-year anniversary date and extension privileges shall be provided.

### **5.05 – Bereavement**

In the event of the death of the spouse, parent, sister, brother, child of employee, or child residing with employee of any seniority employee covered by this Agreement, the employee will be granted upon application, a leave of absence with straight time pay for five (5) normally scheduled working days.

In the event of the death of an extended family member defined as grandparent, grandchild, great grandparent, mother-in-law, father-in-law, sister-in-law or brother-in-law, daughter-in-law, son-in-law, any seniority employee covered by this Agreement will be granted upon application, a leave of absence with straight time pay for two (2) normally scheduled working days.

The Company reserves the right to request the name and relationship of the deceased, and a copy of the proof of death certificate, prayer card or death notice appearing in the newspaper. The employee is required to provide such proof within five days following his/her return to work following the bereavement leave.

If the death occurs while an employee is on vacation, the employee will revert to bereavement leave and the vacation will be credited and the employee will reapply for the vacation.

### **5.06 – Jury Duty**

For each day the seniority employee would otherwise have been scheduled to work for the Company, the Company will make up the difference between the amount of regular earnings per day and the amount an employee received during the selection process and while serving as a member of a jury. This amount shall be equal to the normal eight (8) hours straight time pay plus the applicable shift premium which he/she would have been eligible to receive for working during this period. The employee will provide the Company with written proof of being called to jury at leave five (5) days prior to such leave, and shall provide proof of the amounts paid to the employee by the Court.

### **5.07 – Education Leave of Absence**

Upon written application to the Company, an employee with one (1) or more years of seniority, wishing to further their education by full-time attendance at a recognized college, university, trade or technical school, may be granted a leave of absence for up to one (1) year under the following conditions:

- a) The employee will provide proof of acceptance into a recognized educational institution
- b) At the completion of each term or semester, the employee shall provide the Company with proof of attendance and completion.

The leave may be extended for additional periods not to exceed one (1) each year.

The employee's course of instruction must be related to their employment opportunities with the Company and seniority shall accumulate during the leave. Full-time attendance at primary or high school shall be regarded as meeting this provision.

Health care benefits may continue if the employee elected to pay for benefits as provided in the plan.

Employees returning from such leave shall supply the Company (2) weeks notice of their availability and desire to return to work, with seniority applying only in the Bargaining Unit. Such employee shall displace the lowest seniority employee in the Bargaining Unit.

#### **5.07 a**

**Employees who have been granted an educational leave per Article 5.07, shall be entitled to T.P.T. employment and shall be placed on the priority hire list after sons and daughters.**

**Applicants must be 18 years of age to be considered for employment as a T.P.T.**

#### **5.07b – Educational Leave Fund**

The Company agrees to pay \$0.02 cents per hour per employee for all compensated hours for the purpose of providing paid education leave, **increasing to \$0.03 per hour per employee for all compensated hours effective August 1, 2006.** Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid by cheque made payable to: CAW Leadership Training Fund, on a quarterly basis into a trust fund established by the National Union, CAW, effective from the date of ratification of this Agreement, and sent by the Company to the following address:

CAW Family Education Centre, PEL Training Fund  
205 Placer Ct.  
Willowdale, ON M2H 3H9  
Attention: **Mr. Stewart Keith**

**The Company will provide the Chairperson with updated account information of the balance transferred to the PEL fund and will also include the calculation of all compensated hours.**

#### **5.08 – Employment Standards Act**

The rights, benefits, terms or conditions of employment as set out in the Employment Standards Act and Regulations, as they exist on August 1, 2002, shall be the minimum requirements incorporated within the Collective Agreement; however, where the Collective Agreement provides higher remuneration in money or a greater right, benefit, term or condition of employment in favour of the employee(s) with respect to a particular standard, the Collective Agreement shall prevail.



## **5.09 Temporary Part Time Employees**

This Agreement between Benteler Automotive Canadian Corporation hereinafter referred to as the “Company” and the CAW, Local 1285 hereinafter referred to as the “Union”, establishes a temporary work force for use at the Brampton Plant on a limited temporary part time (TPT) basis. The terms and conditions of this Agreement are as follows:

A. The company may hire a temporary part time workforce (TPT) for the purpose of relieving permanent employees for pre-approved leave of absence (LOA) days that fall on a Friday, Saturday, Sunday or Monday. TPT employees must not work outside the Friday to Monday window. The number of TPT employees hired will not exceed twenty percent (20%) of the permanent workforce.

B. **TPT employees shall be hired at a rate of seventeen dollars (\$17.00) per hour. At the beginning of the first pay period following completion of 600 hours of actual work they shall receive eighteen dollars and fifty cents per hour (\$18.50). At the beginning of the first pay period following completion of 1200 hours of actual work they shall receive twenty dollars per hour (\$20.00). TPT’s working shifts shall be paid Shift premium, however, they are not eligible for Cola adjustments.** Union dues and initiation fee deductions will apply in accordance with the current Collective Bargaining Agreement.

TPT employees will be compensated as follows:

- 1) Straight time TPT rate for hours worked during the regular work days (Mon – Fri).
- 2) One and one half times TPT rate for hours worked on Saturday’s and daily overtime during the regular work week for hours worked over eight (8) hours.
- 3) Double time TPT rate for hours worked on Sunday.
- 4) Hours worked on holidays will be paid at double time TPT rate plus pay for the holiday.
- 5) **Public Holiday Pay is equal to the total amount of wages earned in the four (4) weeks before the work week in which the public holiday occurred, divided by 20, or 8 hours, whichever is less.**

C. TPT employees will be hired by classification and must successfully complete a 40 hour training period conducted during a normal weekday schedule (Monday through Friday). TPT associates will not relieve a permanent employee until training is complete and the employee passes a skills assessment test. If the TPT employee completed training and does not pass the skills assessment he/she will be terminated.

D. A TPT employee shall not accumulate time toward fulfillment of the sixty (60) day probationary period while employed as a TPT. In the event that the TPT is hired as a regular full time employee he/she will be considered a new employee and will be subject to all the terms and conditions of the Collective Bargaining Agreement. It is understood that TPT employees do not have preferential hiring for any future full-time position.

The terms and conditions of the Collective Bargaining Agreement do not apply to the TPT employees unless specifically noted in this Letter of Agreement. The TPT employee is entitled to Union representation including use of the grievance procedure for alleged violation of this Letter of Agreement, in the case of a discharge in cases of claimed discrimination on account of any prohibited class – race, colour, national origin, age, handicap, sex or religion, or on the equalization of work opportunities.

E. A trained and qualified TPT employee will be scheduled and/or called to work by plant management on an as needed basis. Employees will be called on the basis of equalization of

hours charged within their classification therefore, the TPT employee within a classification with the lowest hours charges will be asked to work first. The TPT employee is expected to be available to work when called. He/She may be terminated from the TPT program after declining the opportunity to work three (3) times within a calendar year. Any declined opportunities to work will be charged as worked hours. Every effort will be made to equalize hours worked between TPT employees within a 60 hour range. Any TPT scheduled to work who does not show up and does not call to notify the supervisor of the reason for his/her absence will be considered a voluntary quit. The Company may cancel, prior to arriving in the workplace, scheduled hour for a TPT employee without penalty should the customer requirements change. The Company will notify the TPT employee of any cancellation of scheduled time as soon as possible. If TPT employee is not contacted prior to arriving at work and then sent home, she/he must be paid 4 hours call-on. Overtime hour equalization will be zeroed out on July 1<sup>st</sup> of each year.

G. TPT employees will not be allowed to work overtime on scheduled working days without the Company first exhausting all full-time active employees on the shift. On non-scheduled working days, TPT employees will not work overtime without the Company first offering the opportunity to all full-time active employees.

H. TPT employees must be in school on a full-time basis and be at least 18 years of age. Proof of school full-time status will be required.

I. Full-time employees may request TPT leaves of absences in segments of eight (8) hours.

J. A regular seniority employee may request an approved leave of absence (LOA) for time off on a Friday, Saturday, Sunday or Monday by Wednesday at 5:00 PM of the requested week. The Company will respond to the request by Thursday at 5:00 PM. Approvals will be based upon 1. availability of a qualified TPT employee to perform the required work; 2. when last request was made – most recently requested and approved are filled last; 3. order if request receipt; 4. seniority. Advance notice is desired however, no requests for approved LOA should be made more than one month in advance.

K. In the event of an indefinite layoff the affected regular seniority employee will have the option to displace a TPT employee. An employee who elects to displace a TPT employee will be compensated as a TPT employee and in accordance with this Letter of Agreement at the full base rate level. See paragraph B.

L. TPT employees will be hired or reduced as per the attached document.

M. It is the priority of both parties to fully meet the needs of our customer and to provide a quality product within the time frame established by our customer. The success of our facility depends upon our employees their ability to be at work on a regular basis and able to produce the highest quality product possible. The establishment of a TPT workforce is an opportunity for regular employees to obtain approved LOA's to spend time away from work with their family and friends and allows the Company to fill those absences with qualified employees. Utilization of this Agreement will provide a benefit for both parties and every effort will be made to accommodate requests. However, the Company may decline a permanent employee's request for an absence if approval will affect the productivity and/or quality of the work to be performed. However, it will be done with reasonable justification.

## **5.09 a**

**TPT requests shall not be submitted more than four (4) weeks in advance. The Company recognizes that the intent of TPT leave of absence program is to give all employees an equal opportunity at time off the job.**

## **ARTICLE 6 – UNION SECURITY**

### **6.01**

All employees covered by this Agreement shall become and remain members in good standing of the Union as a condition of employment.

All current Bargaining Unit employees who have not done so and all new Bargaining Unit employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee on Form A-230-86, supplied by the Union to the Company.

The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

### **6.02**

All dues and initiation fees payable to the Union in accordance with article 7.01 will be deducted monthly and forwarded to the Local Union Financial Secretary by the fifteenth (15<sup>th</sup>) day of the following month. **Union dues will be deducted from employees' paychecks in the last pay period of the month.**

Member check-off will be in accordance with the CAW Constitution.

The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.

### **6.03**

The Financial Secretary of the Local Union will notify the Company in writing of the amount of Union dues and/or initiation fee to be deducted in line with the constitutional requirements of the National Union.

### **6.04**

**The Company will maintain and post an up-dated seniority list by the fifteenth (15<sup>th</sup>) day of each month.** Such list shall show employees job classifications. Additionally, the Company shall submit a list of all probationary employees. Copies of such lists shall be provided quarterly by the 15<sup>th</sup> day of January, April, July, and October for the previous quarter.

The Company will supply the plant Chairperson with the following information quarterly:  
a) Employees by rate and classification

- b) Employees transferred out of the Bargaining Unit, including date of transfer
- c) Employees on leave of absence, short or long term disability, or Workers Compensation
- d) Employees on layoff and recall
- e) Employees who have lost seniority
- f) Employees who quit, retire, or are discharged
- g) New hires with first date of work
- h) Employees addresses and phone numbers

Copies of such lists shall be provided quarterly by the 15<sup>th</sup> day of January, April, July, and October for the previous quarter.

Memos will be given to the Plant Chairperson for d, e, f, g above on the date of occurrence. The lists are not required if there were no changes from the previous quarterly lists.

## **ARTICLE 7 – UNION REPRESENTATION**

### **7.01**

The Union shall elect or appoint and the Company shall recognize a Plant Committee comprised of the following:

**One full time Plant Chairperson.**

**One full time steward on each of day, afternoon, and night shifts.**

**Three (3) alternate stewards, one for each shift, only to be involved in the absence of the full time representative.**

**(1) One skilled trades committee person, who shall be granted to work a flexible day shift which will allow him/her the ability to cover off and represent skilled trades workers on every shift.**

The Chairperson will be paid the hourly rate of the highest paid classification represented by this Agreement. The Chairperson will be returned to his/her posted job, shift and rate upon leaving office.

**If twenty (20) or more persons are on an overtime shift, the steward shall be in for the overtime.**

The Bargaining Committee will also be the Grievance Committee.

### **7.02 – Payment of the Bargaining Committee**

The Company agrees to pay eight hours per day to the bargaining committee members while they are negotiating renewal of the collective bargaining agreement. Should the members of the Bargaining committee be required to work beyond an 8-hour day, during the negotiation sessions, the Company will not pay overtime.

### **7.03 – Women’s Advocate**

The Company and Union agree that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may

also need to find out about special resources in the community such as counselors or women's shelters to assist them in dealing with these or other issues.

The parties agree to recognize a CAW female member who will serve in the role of the Women's Advocate. The female advocate will meet with female members as required to discuss problems with them in a private area provided for confidentiality.

The Women's Advocate will participate in an annual **three (3)** day training program. The Company will be responsible for wages. The Union will be responsible for per diem expenses.

The Women's Advocate will develop appropriate communication to inform female employees about the advocacy role.

#### **7.04**

The Union will inform the Company in writing of the names of the Union Representatives and other Union Officials, and subsequent change in the names of such representatives. The Company will not be required to recognize representatives until such notification from the Union has been received.

#### **7.05**

A Union representative and/or grievor shall report to and obtain permission from his/her supervisor or his/her representative, whenever it becomes necessary to leave their work for the purpose of processing grievances, complaints, or other in-plant Union business as outlined in the Collective Agreement. Such permission will be granted immediately under normal conditions, and within a reasonable period of time, not to exceed one hundred twenty (120) minutes, if replacement(s) are to be arranged. The Union Representative and/or grievor will return to work without undue delay and shall notify their supervisor at the time they return to work.

#### **7.06**

The Union shall not conduct Union business or activities on Company time or premises without the permission of management.

#### **7.07**

Bargaining Committee Representatives will advise their supervisor of their destination and general nature of their business outside of the plant, and the time anticipated to transact such business.

#### **7.08**

The Company will meet with the Union Chairperson and his/her Committees to discuss and attempt to resolve issues that either party may raise regarding the administration of this Agreement. Notice of agenda items for these meetings will be provided in writing to all attendees five (5) working days before each meeting.

## **7.09**

Union Representatives and Health and Safety Representatives, shall have preferential seniority on their shifts and in their zones, during their terms of office and shall be the last employees laid off provided there is work available which they are able and willing to perform.

The Bargaining Committee will be the last to be laid off.

Union Representatives and Health and Safety representative will exercise their bumping rights accordingly to Article 12 of the Collective Bargaining Agreement. Union Representatives and Health and Safety Representatives will not displace another member of the bargaining unit. Union Representatives will be the first employees to be recalled from layoff provided they are able and willing to perform the required work on their shift and in their zone.

The above does not apply to alternate representatives.

## **7.10**

With prior notification, the President of the local Union, National Representative or designate or Local Substance Abuse Representative shall be granted admission to the plants covered by this Agreement on the understanding that there will be no undue interference in production.

## **7.11**

The Company agrees to provide the Union one reasonably sized office equipped with telephone with access restricted to area codes in the local area, air conditioning, filing cabinet, stationery supplies, desk, chairs, computer with email access and a fax/printer/copier for the use of Union Representatives on Union business only. The Union agrees to maintain these areas in a clean and uncluttered condition.

## **7.12**

One (1) bulletin board will be provided by the Company to be used in the plant for posting of Union notices. Before posting, all such notices must be approved by the Human Resource Manager at the respective location. Such approval will not be unreasonably withheld. The Union agrees to restrict posting of notices, flyers, or other materials to the designated bulletin board.

## **7.13**

The Company, a Union Representative, a Health and Safety Representative and/or Plant Chairperson, as applicable, will jointly meet with each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first five (5) days of employment to acquaint new employees with their responsibilities and obligations to the Company and the Union, and with the conditions of employment set out in the Collective Agreement, including those dealing with Union Security and dues Check-off.

## 7.14

The Company shall provide eight (8) hours pay for Joint Union/Industry Awareness Training **during the life of the Agreement. The training will be developed and presented by the local union leadership and plant management.**

## ARTICLE 8 – GRIEVANCE PROCEDURE

### 8.01

All grievances arising between employees and the Company shall be dealt with as speedily and effectively as possible by cooperative effort on the part of both the Union and the Company in accordance with the following procedure. Whenever the term “grievance procedure” is used in this Agreement, it shall be considered as including the arbitration procedure. The term “grievance” shall mean a complaint concerning the discipline or discharge of a seniority employee, or a dispute with reference to the interpretation, application, administration or alleged violation of this agreement. An employee having a grievance or one designated member of a group having a grievance, shall first take the grievance up with the employee’s Supervisor who will attempt to address it.

Any employee may request the supervisor to call the zone Committeeperson to handle a specific grievance with the Supervisor. The word “specified” as used in this paragraph is interpreted by the parties hereto to mean an employee is required to “state the specific nature of the grievance”.

The Company shall not be required to pay back wages, benefits or compensation of any kind prior to a period beginning fifteen (15) working days prior to the date a written grievance is filed with the Company. All awards or settlements for back pay shall be further limited to the amount of pay the employee would otherwise have earned from his/her employment less unemployment compensation received, if any, less any income received from a new job the employee might have taken during this period of termination.

### 8.02 – Step One

No employee shall have a grievance until he has discussed his/her complaint with the Supervisor. The employee shall present his/her complaint to the Supervisor within four (4) working days after the employee became aware of the event giving rise to the complaint. The supervisor will respond to the employee within two (2) working days from such a discussion being held. If the supervisor does not settle the matter to the employee’s satisfaction, the employee’s grievance may be submitted to Step 2 of the grievance procedure in accordance with the following:

### 8.03 – Step Two

**If the reply of the Supervisor to the grievance is not satisfactory to the Union, the Supervisor will forward the grievance to the Department Manager or his/her designate, within three (3) working days from the date of receiving the Union’s response.** The Department Manager, or his/her designate, will render a decision in writing within three (3) working days after the day on which the grievance was presented.

#### **8.04 – Step Three**

Should the employee or the Union be dissatisfied with the Company's step two written response to the grievance the grievance will then be referred to a Step three meeting consisting of the Union Grievance Committee, the Plant Chairperson, and the Local Union officer. Management will be represented by the Plant Manager and the Human Resource Manager. The Committee will meet within 5 working days of the request for such meeting. This meeting will take place on a monthly basis and management will render a decision in writing within seven (7) days of the third step meeting.

#### **8.05**

If two (2) or more employees simultaneously have the same alleged grievance under the same circumstances, it will be presented as a group grievance with the name of each grievor shown, whenever possible. The group grievance is to be initiated at step one, unless it is a policy grievance whereby it may be initiated at step three.

If, in the course of the grievance procedure dealing with a particular issue, subsequent individual or group grievances are filed that complain about the same matter, it is agreed that such subsequent grievances will, whenever possible, be consolidated with the original grievance and dealt with as one group grievance at the request of either the Company or Union.

#### **8.05 a)**

**Grievances may be processed immediately to Step Three (3), if mutually agreed between the Company and the Union.**

#### **8.06**

In the event the Company fails to give a written response to the grievance within the timeframes specified, the grievance may be automatically processed to the next step up to and including arbitration. The Company or Union may withdraw or settle, without precedent or prejudice to any other case, their own grievance which has been referred to any step of the grievance procedure.

#### **8.07**

The Union hereby agrees that the Company has the right to file a grievance against the Union. Such grievance shall commence at step three.

#### **8.08 – Discharge or Suspension Grievances**

A claim by an employee that he/she has been discharged or suspended without just cause shall be treated as a grievance, which shall commence at the third step.

The right to a grievance shall be deemed to be waived if no grievance has been presented within ten (10) working days of the aforesaid dismissal or suspension.



## **8.09 – Grievance Reinstatement**

The parties acknowledge the desirability of ensuring prompt, fair, and final resolution of employee grievances, to provide certainty and stability to the process. Accordingly, the parties' view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance process was established and a violation of the fundamental principles of collective bargaining.

However, in those instances where the National Union CAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union Representative, the National Union may inform the Employee Relations department in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is specifically understood, however, that the Company shall not be responsible for any liabilities which may have accrued from the date of the initial disposition of the grievance by the Union, up to and including the date which the grievance reinstated.

## **ARTICLE 9 – ARBITRATION**

### **9.01**

Where a difference arises between the parties relating to the interpretation, application or the administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing, of its desire to submit the difference or allegation to arbitration.

The notice shall be delivered to the other party within twenty (20) working days of the reply under step three (3). The parties shall meet to select the arbitrator from the list provided herein. The parties will alternately strike a name from the list until there is only one name remaining and he/she shall be the arbitrator selected to hear the case. The party delivering the notice will have the opportunity to strike first and shall also have the responsibility of contacting the selected arbitrator for available dates which will then be communicated to the other party. The parties shall then agree on a date which is acceptable to themselves and the arbitrator. Failure by the party, having carriage of the grievance, to carry out the steps therein, in a timely fashion shall mean that the matter is deemed to have been settled as per 8.07.

The arbitrator list is as follows:

Rick MacDowell

Ross Kennedy

Wes Rayner

### **9.02**

The arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all the evidence.

### 9.03

The decision of the arbitrator shall be binding and final upon both parties. The arbitrator shall be restricted in the award to the provisions of this Collective Agreement, and shall not in the award add to, delete from, or otherwise alter or amend any provisions of the Agreement.

### 9.04

Each of the parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.

### 9.05

An extension of the time limits may be made by either part by mutual consent, in writing.

## ARTICLE 10 – HEALTH AND SAFETY

### 10.01

**The Company shall ensure the health and safety of all employees** and in this regard shall comply in a timely manner with all applicable legislation pertaining to occupational health and safety. The Union recognizes its obligations to co-operate in maintaining and improving a healthy and safe work environment. The Company and the Union jointly agree to promote measures to assure the health and safety of all employees. **The Company further recognizes that as a good Corporate citizen it will also work with the Union towards promoting good environmental practices.**

### 10.02

- a) The Company and the Union agree to establish and maintain a Local Joint Health and Safety Committee **in its Brampton plant** in accordance with the provisions of the Occupational Health and Safety Act and Regulations thereto.
- b) The joint Health and Safety Committee representatives will be trained as certified members, with the cost of additional training which is recommended by the joint Health and Safety Committee and subsequently approved by the Company to be paid by the Company.
- c) The joint Health and Safety Committee representatives shall be permitted to meet at a mutually convenient time as required.

### 10.03

The representatives on the Joint Health, Safety Committee will have primary responsibilities for the following:

1. Participate in Joint Health, Safety and Environment Committee functions. **The JHSC shall participate in all aspects involving the investigation and assessment of the workplace concerning issues of health and safety.**
2. Accompany government Health and Safety inspectors, fire and WSIB audit during investigations of the workplace.
3. Participate in the training and education of WHMIS, lockout procedures, contractor safety requirements, personal protective equipment, fork truck/cherry picker training **and any new equipment or machinery added to the facility. The Company will provide and maintain up to date CPR and first aid training and certificates. The Company shall pay all fees, books, and lost time.**
4. Promote compliance with pertinent legislation: R.S.O. 1996.
5. Each year on April 28<sup>th</sup> at 11:00 a.m. one minute of silence will be observed in memory of the people who have died in industrial accidents.
6. Receive prompt notification of any fatalities or serious injuries resulting from work related accidents and in addition to be informed of accidents that did not result in serious injury but indicate a high potential for such.
7. **The JHSC shall participate in monthly workplace inspections of all places of employment.**
8. **Minutes of the JHSC will be rotated amongst the members. The co-chairs will sign off and each will distribute to their respective units. The Company Chair will post within seven (7) days of the sign-off.**
9. **Upon request, members of the JHSC shall be provided with information pertaining directly to Health and Safety in the workplace.**
10. **Authorized time spent by members of the JHSC in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.**

#### **10.04**

The Company will provide and maintain in good operating condition tools and equipment required to assure employee safety in carrying out work assignments.

Specialized protective clothing required by the Company for specific operation(s) will also be provided by the Company.

#### **10.05**

As a condition of employment, employers are required to provide and employees are required to wear personal protective equipment at all times in the plant.

#### **10.06**

Where recommended by the Joint Health and Safety Committee, the Company agrees that health and safety training will be conducted jointly. To that end the Company agrees to provide an employer member of the Joint Health and Safety Committee with appropriate instructors training. Where the scope of the training is beyond the expertise of the instructors the Company agrees to utilize the services of the Workers Health and Safety Centre.

## **10.07 – Occupational Health and Safety Act**

The parties agree that for the duration of this Agreement the right to refuse work, the processes in connection with same and the obligations of the Company, the Union and the employees, as set out in Sections 43 and 50, Parts 2 to 7 of the Occupational Health and Safety Act RSO 1995 together with the relevant regulations in effect upon ratification of this Agreement will continue to apply.

## **10.08 – Lock Out policy**

**Upon ratification of this agreement, the Company shall sign and fully implement a complete lockout program within three (3) months.**

## **10.09 – Ergonomics.**

**It is agreed that a joint ergonomics committee shall be established as a sub-committee of the JHSC. The committee will be made up of four (4) people, two (2) selected by the Union, and two (2) by the company (at least one member on each side shall be from the JHSC). Meetings will be held on a monthly basis, or more often if needed. All members will receive appropriate training within six (6) months of the ratification of this contract. In addition, the two (2) Union members of the committee will be granted permission to attend the annual CAW Ergonomics conference once per year with expenses paid for by the Company.**

**National Union Ergonomics representatives shall have access to the plant and locations where members of the Union are employed after prior authorization from the Company.**

## **10.10**

**The Company agrees to inform the Joint Health and Safety Committee in advance of any changes to plant layout, new equipment and/or machinery, or modification to any job.**

## **10.11 – Health & Safety Sampling and Monitoring**

**When a condition exists and tests are needed, the Company will make available sampling and monitoring equipment for measuring noise, carbon monoxide, and air flow; and will train the JHSC representatives in their use. When conditions of the plant indicate it is necessary to conduct tests with such equipment, such tests will be performed jointly.**

**When a potential hazardous condition exists and testing is required to make a determination regarding the existence of such hazard, the Company will, within practical limits make available the appropriate testing equipment upon request of the JHSC.**

## **ARTICLE 11 – SENIORITY**

### **11.01**

An employee shall be regarded as a probationary employee until he/she has worked a total of sixty (60) days in any twelve- (12) month period. After the completion of the probationary period, the employee shall be assigned a seniority date as of his/her first day worked, providing seniority has not been broken as per Article 11.04.

## **11.02**

Seniority shall be defined as the status of the employee based upon his/her established length of service with the Company from the first day of work, providing seniority has not been broken as per article 11.04, and shall continue to accumulate during layoff in conjunction with service.

## **11.03**

In the event more than one employee is hired on the same date, the Company will randomly assign, in the presence of the plant Chairperson or designate, each employee with a seniority code number, this number will be used in determining each employee's seniority standing.

## **11.04**

The seniority of an employee shall be broken for any one of the following reasons:

- a) If he/she is discharged for just cause, retired or voluntarily quits.
- b) If he/she is laid off from the Company for a period of time in excess of **sixty (60) months** or his/her total recognized seniority, whichever is greater, with the Company.
- c) If an employee overstays an approved leave of absence or remains away from work without permission of management for period of more than three (3) consecutive working days, he/she will be assumed to have forfeited his/her seniority rights under this Agreement.
- d) If he/she fails to report to work within five (5) working days of receiving notification of recall from layoff by verifiable mail to his/her last known address, or five (5) days in accordance with the provisions of Article 12.02 of this Agreement.
- e) If he/she accepts another employment while on leave of absence except with the express permission of the Company.

## **ARTICLE 12 – LAYOFF AND RECALL**

### **12.01 - Short Term Layoff of Five (5) Days or Less**

When the Company deems it necessary to reduce the workforce in any plant and a layoff of five (5) days or less is necessary, probationary employee(s) will be the first laid off. If further layoffs are necessary employees may be kept out of line of seniority for up to five (5) working days.

#### **12.01a – Short Work Week**

When an employee is laid off for five (5) days or less, resulting from one of the conditions listed below, a short work week benefit of 70% of lost wages, up to 38 hours for one week, shall be provided by the Company up to a maximum of \$250,000 over the life of this Agreement, **increasing to \$350,000 for the Brampton Facility effective August 1, 2007.** The affected employee must have worked the equivalent of two (2) hours in one week to be eligible for this benefit.

Employees shall be eligible to receive a short workweek benefit in the event of a short-term layoff of five (5) days or less resulting from one of the following conditions:

- a) Customer shortage of parts

- b) Acts of God
- c) Power shortages/outages or emergency breakdown of plant machinery/equipment or components for assembly or other conditions beyond the control of the Company and any other suppliers/customers that may cause a reduction in work.

### **12.01b – Layoffs Exceeding Five (5) days or More**

In the event of a layoff of a known duration exceeding five (5) days, the Company will:

- 1. Layoff probationary employee(s) throughout the Plant; and then
- 2. Lay off the most junior employee(s) in the affected classification(s) within the Company. Such employee(s) will then bump the lowest seniority employee(s) in other classification(s) within the Plant provided he/she has the skill and ability to perform the work of that classification.

### **12.01 c) – Bumping Procedures – Job Elimination**

**In the event of a job elimination, the following procedure will be followed:**

**1) Seniority permitting, the displaced employee will bump the most junior employee on a permanent job, in their classification in that equalization group;**  
**Failing that .....**

**2) Seniority permitting, the displaced employee will bump the most junior employee on a permanent job, in the classification on that shift;**

**Failing that ....**

**3) Seniority permitting, the displaced employee will bump the most junior employee on a permanent job, in the classification on a rotating shift;**

**Failing that .....**

**4) Seniority permitting, the displaced employee will bump the most junior employee on a permanent job, in the classification regardless of the shift;**

**Failing that .....**

**5) Seniority permitting, the displaced employee will bump the most junior employee on a permanent job, regardless of the classification and shift.**

**It is understood that in the event that the Company combines jobs, the most junior employee will be displaced and will follow the above mentioned procedure.**

**A floater will be utilized on a job to replace a worker who is absent from their job for more than five (5) days.**

### **12.02**

- a) When recalling employee(s) to work after a layoff, they shall be recalled by seniority in the reverse order of layoff, provided they have the skill and ability to do the work available. All

employees, by seniority, must revert to their former group if such position becomes available within ninety (90) calendar days and they have sufficient seniority.

- b) The Company shall recall employees by telephone (in the presence of a Union Representative). Those employees not reached by telephone will be sent a notice by verifiable mail to the employee's last known address.
- c) The employee shall report within five (5) working days of receiving notification of recall. However, if his/her failure to report to work is due to sickness, accident or other causes beyond his/her control. This time limitation for report-in may be extended five (5) additional days provided the Department Manager is notified in writing within three (3) days after receipt of such notice to return to work, and the employee provides satisfactory evidence supporting his/her failure to report to work on the required date.
- d) It is the employee's responsibility to notify the Company immediately of any change in address or telephone number and the Company bears no responsibility for a failure to notify the employee to return to work if the current address and phone numbers have not been submitted.

### **12.03**

By mutual agreement between the Company and the Union, should one employee become affected by the layoff/recall, he/she would have the one (1) time option of seeking out another employee from another shift, within the same group and classification, to switch shifts with, providing that the employees, supervisors, and the Union Chairperson agree. This option must be exercised within five days of layoff/recall.

### **12.04 – Adjustment Assistance for Laid off Employees**

In the event of any long term lay off the Company agrees to provide office space and equipment and to work in conjunction with the Union and any regulatory agencies to assist employees during this period.

## **ARTICLE 13 – OVERTIME**

### **13.01 - SCHEDULED OVERTIME**

When the Company must schedule production to match its customer(s) hours of operations such overtime up to eight (8) hours per week will be mandatory. Whenever possible, the Company will give twenty-four (24) hours notice to employees required to work such overtime.

### **13.02 – VOLUNTARY OVERTIME**

Voluntary overtime is overtime that is not scheduled to match the customer(s) production schedules.

#### **13.02 a)**

**When an employee reports to work for overtime, they will be placed on the open job assignments based on their equalization group and seniority; however, if an employee reports late for their O/T they will be placed on an open assignment.**

**13.02 b)**

**The Company will canvas janitors when at least one line is running.**

**13.02 c)**

**Janitors equalization group on the shift will be offered clean-up overtime first.**

**13.03 – OVERTIME/EQUALIZATION**

**All equalization sheets shall be posted daily in a central area, accessible to all employees. A copy of all equalization sheets and canvass sheets shall be given to the Union on a daily basis.**

**13.03 a)**

**Canvass sheets shall be kept as a back-up.**

**13.04 OVERTIME OFFERS AND ELIGIBILITY**

**In the case of overtime, the order of offering shall be as follows:**

- 1. The equalization group, who normally performs the work on that shift shall be asked first.**
- 2. The employees in the equalization group who normally performs the work on the adjacent shift will be asked next.**
- 3. The back-ups, if applicable, will be asked next.**
- 4. The employees from other departments who are qualified from that shift will be asked next.**
- 5. All other employees from the adjacent shift will be asked next.**
- 6. Any offer of overtime placed via the telephone, will be made directly to the employee. If unable to do so, the employee will be considered unavailable.**

**13.05 CHARGING HOURS FOR OVERTIME**

**The manner in which the hours are charged are of the utmost importance to the accuracy of the equalization charts. The following rules shall apply to the charging of hours:**

- a) The Company shall be responsible for all overtime records.**
- b) The Company will equalize overtime to a maximum difference of thirty (30) hours among employees by group and classification on the shift in which overtime occurs.  
An employee is entitled to claim overtime equalization for overtime which occurs on the shift and in the group the employee normally works. An employee is not entitled to claim hours of work on a different shift or group than that normally worked by the employee.**
- c) All overtime hours recorded will be turned back to zero (0) on July 31 of each year.  
Overtime hours greater than thirty (30) shall be paid hour for hour when the annual adjustment is made effective on the annual collective agreement anniversary date.**
- d) Overtime hour's work shall be shown as "paid hours" (for example, one hour's work at time and one-half shall be shown as 1 ½ hours and one hour's work at double time shall be shown as 2 hours.)**
- e) If an employee is offered overtime, she/he shall be charged as having worked.**



- f) All hours charged shall be recorded on the day they are offered. If the overtime is needed on or after July 31, and overtime is canvassed prior to July 31, the overtime will be canvassed by seniority in the affected equalization group, and the hours will be charged in the new year.
- g) Overtime hours for all employees (including Back-ups) shall be charged to their own equalization group.
- h) If the overtime offered is subsequently cancelled or a portion thereof, those overtime hours shall not be charged.
- i) An employee will be removed from the O/T equalization if they are absent from work for more than (30) thirty days, and will be averaged into their O/T group upon their return to work.
- j) If an employee is offered and accepts overtime and fails to report, he/she shall be charged double the number of hours originally scheduled. The number of hours charged shall be adjusted to reflect the number of hours actually worked.
- k) An employee on a mutual shift change shall assume the overtime hours of the employee on the adjacent shift.
- l) An employee who returns to their original position will assume the average hours charged to employees in the group. They will then be removed from their new equalization group.
- m) Employee's overtime hours can only be charged once for the same hours offered.

### **13.06 – Overtime Groups**

Overtime groups for purposes of the equalization process are as follows:

- a) Front Module Line
- b) **Rear Module Line A**
- c) **Rear Module Line B**
- d) **Rework**
- e) **Pack Off**
- f) **Quality Auditor**
- g) Forklift Operators
- h) Receiving Inspectors
- i) Janitors
- j) Electricians
- k) Industrial Millwrights

### **13.07**

**For positions where there is back-up available, the following steps will be applied (in order) to determine selection for overtime to cover absences.**

- 1) **Operators who have been moved out of their equalization group because of displacement.**
- 2) **Full time operators presently on adjacent shifts.**
- 3) **Back-ups on the shift.**
- 4) **Qualified employees on the shift.**
- 5) **Back-up employees on the adjacent shift.**
- 6) **Qualified employees on the adjacent shift.**

### **13.08 CANVAS FOR OVERTIME**

- a) Stewards and Supervisors shall canvass for overtime together using equalization canvas sheets.**
- b) The supervisor will advise the Union Steward prior to the canvass, of the number of employees required for the overtime.**
- c) Attendance and manning sheets shall be used to verify the whereabouts of employees unavailable at the time of canvassing.**
- d) If an error in the assignment of voluntary overtime is brought to the attention of the Supervisor by the Union and/or Employee prior to the overtime being worked and the error is not corrected, the affected employee(s) shall receive payment for overtime hours lost at the applicable overtime premium.**
- e) An employee that lists a date of return on their leave of absence form is to be considered for weekend overtime. The Company will contact the employee.**
- f) An employee who is absent for part of their shift will inquire into the availability of overtime before leaving or after returning to work if they want to be considered for overtime.**
- g) The Company shall request that a Union representative be present while phone calls are being made for voluntary overtime.**

### **13.09**

**On those occasions where the Company requires weekend overtime that is not related to customer needs, it will be offered on a rotating basis. Each shift shall have an equal opportunity to work such overtime shifts on weekends.**

### **13.10**

**The Union Chairperson and stewards will not be carried in any overtime equalization lists and will not be charged for any overtime worked. When an alternate steward works in the place of a regular steward they will not be charged for any overtime hours.**

## **ARTICLE 14 – JOB POSTING**

### **14.01**

- a) If a bargaining unit job vacancy exists, or a new job is created, such an opening will be posted as a primary posting within five (5) working days on plant bulletin boards, for a period of three (3) working days, during which time seniority employees may make application in writing for such job vacancy. **The Company will not post a subsequent job posting until such time as the primary job posting has been accepted.**
- b) If a second or third vacancy results from the filling of the primary vacancy, it shall be posted according to article 14.01a).
- c) If no seniority employees apply for vacancies in accordance with Article 14.01 a) or 14.01 b) above, the Company reserves the right to fill the resulting vacancies.
- d) **Back-up positions will be posted as per this Article. An employee is only entitled to hold one (1) back up position at a time; and two back up positions in any one calendar year.**

**e) The following assignments will have Back-ups: Forklift Operator, Quality Auditor, Specialist, Receiving Inspector, Pack-Off.**

**f) In the event there are no successful bidders for posted jobs, floaters will be offered the vacancy, in order of seniority. If a floater rejects based on seniority they will remain as a floater and treated as such until a new opportunity arises. In the event there are no volunteers the most junior floater will be assigned to the job.**

**g) A floater may be assigned in order of seniority to another shift in the absence of an open job. In the event there are no volunteers the most junior floater will be assigned to the job.**

#### **14.02**

a) An employee successfully transferred through the job posting shall only be entitled to two (2) such transfers in any one (1) calendar year.

**b) Back up positions may only be held by employees in the assembler and janitor classification.**

#### **14.03**

**If an employee is granted a job posting, then they must be available and at work to fill the job within thirty (30) days. If they are not available to fill that job, it will be awarded to the next successful candidate.**

#### **14.04**

An employee transferred pursuant to clause 14.03 shall demonstrate his/her ability to perform the job efficiently within five (5) working days. The above periods of time may be extended by agreement between the Company and the Union.

Should an employee not qualify within the trail period, he/she will revert to his/her former job. Such trail period shall not count as transfer as per clause 14.02 of this Agreement.

#### **14.05**

An employee will have the right to decline a job at any time during the trial period and will revert back to his/her former job; however, such trial period shall count as a transfer as per clause 14.02 of this Agreement.

#### **14.06**

The Company shall transfer an accepted applicant within ten (10) working days of his/her being accepted on a job posting unless mutually agreed otherwise.

#### **14.07**

The posting shall provide the number of expected vacancies, the group, classification, department, wage rate, shift(s), a general description of the duties performed and the expiry date and time of the posting.

#### **14.08**

Job applications will be in triplicate. One copy will be forwarded to the applicant, one to the plant chairperson, one to the applicant's supervisor to be forwarded to the Human Resources Department.

#### **14.09**

The Company will notify the Plant Chairperson and the applicants within three (3) working days of the expiration of the job posting, advising them of the results of the posting. The Plant Chairperson will receive a list of all applications on file.

#### **14.10**

Employees training for any classification/job will be given instruction and opportunity to become qualified employees in the classification in which they are employed.

#### **14.11 – Temporary Job Vacancies**

- a) **Temporary vacancies will first be filled with Back-up positions.**
- b) Employees transferred to a temporary vacancy shall receive their own rate or the rate of the job whichever is greater. Temporary assignments shall not be used to avoid job postings or circumvent seniority rights. These days cannot be used towards a permanent posting. Upon completion of the temporary transfer employee(s) must revert back to his/her former job(s).
- c) Subsequent job vacancies shall be filled at management's discretion.
- d) Jobs will remain posted for twenty-four (24) hours.
- e) The successful applicant cannot decline the opportunity.
- f) The successful applicant will remain on that posting until the assignment is completed or if affected by Article 12 of the Collective Agreement.
- g) All permanent posting rules will be in effect during an employee's temporary assignment.
- h) If an employee vacates a temporary posting in favor of a permanent posting then the next successful applicant, if any, on that temporary posting will be selected. If there is no applicant then the vacancy will be filled at management's discretion.

#### **14.12**

**Employees transferred out of the Bargaining Unit will have (90) ninety days to transfer back to the Bargaining Unit.** (Retroactive to ratification of new contract)

### **ARTICLE 15 – BARGAINING UNIT WORK**

#### **15.01**

Employees not in the Bargaining Unit shall not perform work which is recognized as work of the Bargaining Unit except:

- a) During emergency situations to avoid customer plant shutdown or shortage of components, or to protect product or equipment.
- b) While instructing and/training employees
- c) In the development of new work methods or operations
- d) In the development of new or changed products(s), prototypes and samples.
- e) For non-production purposes and in the course of part and/or machine testing or calibration (i.e. quality management testing the accuracy of CMM equipment).

- f) Anyone not in the bargaining unit shall not use equipment normally used by the bargaining unit (e.g. forklifts) **without first having meaningful discussion with the Chairperson or Steward on shift at the time about the nature of such work prior to the work being performed.**
- g) Company shall not contract out/in work performed by Bargaining Unit employees which will have the direct effect of causing a lay-off of the affected bargaining unit employees.
- h) The Company commits that all janitorial functions identified in the job description shall be performed by the bargaining unit. This work shall not be contracted in or out from the bargaining unit.

## **ARTICLE 16 – DISCIPLINARY ACTION**

### **16.01**

**As part of the disciplinary process, the zone committeeperson from the zone where the employee works shall be present at any meeting when any bargaining unit member(s) is being counseled, disciplined, suspended or discharged.** A copy of all written disciplinary action must be given to the employee concerned and the zone Committeeperson.

When discipline is to be imposed by the Company, it will be imposed within five (5) working days of the infraction or from the time the Company became aware of the infraction. Prior to the issuance of any disciplinary notice the matter will be discussed by the Company with a Committeeperson. The time limits may be extended if agreed to by the parties in writing within the said five- (5) day time.

### **16.02**

**In the event of any Suspension, the Union Chairperson and two other stewards shall meet with the H.R. Manager or designate and two other management representatives within twenty-four (24) hours of the initial disciplinary action, to discuss each parties' investigation findings/statements, the results of which could reduce or eliminate the contemplated final discipline.**

### **16.03**

In imposing discipline on a current charge, providing there has not been any additional progressive discipline within the relevant category (attendance, conduct, or performance), management will not take into account any prior infractions which occurred more than twelve (12) months previously.

### **16.04**

It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), an employee who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to standard good faith on the part of the Company, the Union and the affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

In memory of women who died due to acts of violence, a moment of silence will be observed each year on December 6, at 11:00 a.m. or when local plant management determines the observance will have the least impact on plant operations.

## **ARTICLE 17 – INCAPACITATED EMPLOYEES**

### **17.01**

#### **3. Goals**

The Company agrees to make every reasonable effort to provide suitable modified or alternative employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational injury illness or disability.

#### **4. Objectives**

- a) To assist in the rehabilitation of employees so they can return to their pre-disability, posted job.
- b) To enable employees, who because of injury or illness are unable to perform their posted job, perform modified duty when possible.
- c) To provide benefit to the Company and employees by having work required to be done, performed by employees who otherwise would be absent from work.
- d) To provide fair, equal and consistent practices for such employees.

The plant Human Resource Manager and the Union Chairperson will work cooperatively to achieve the goals and objective of this article. They will jointly review each modified work case to determine proper accommodation and monitor the cases on an ongoing basis.

## **ARTICLE 18 – REPORTING IN PAY**

### **18.01**

An employee who has not been notified in advance by telephone call, answering device or letter “not to report for work”, and who reports for his/her scheduled shift, will be given at least four (4) hours work. And if no work is available, will be paid for a minimum of four (4) hours at his/her normal hourly rate.

This obligation on the Company will not prevail if no work is available because of power shortage, emergency breakdown of plant machinery or equipment, shortage of materials or components for assembly, or other conditions beyond the control of the Company.

## **ARTICLE 19 – CALL IN/CALL IN PAY**

### **19.01**

When an employee has left the premises after completion of his/her normal shift and is called upon to return to the plant for emergency duties, that employee will be paid at the applicable overtime rate for the extra time actually worked or four (4) hours, whichever is greater.

### **19.02**

The Company and the Union agree that a reasonable time must be given to employees who are called back for overtime at the end of their shift, and that employees called must give a reasonable time for their return to work.

As such it is agreed that the Company will allow employees 30 minutes to reach home before calling. The Company will also expect a reasonable time of 60 minutes after receipt of call for the employee to return to work.

### **19.03**

**To enable employee's families and other individuals to contact employees at work in the case of genuine emergencies, the Company will provide a separate emergency phone call in line. The call in line will be monitored. Any messages left for an employee will promptly be delivered to the employee.**

## **ARTICLE 20 – PLANT MOVEMENT**

### **20.01**

Except where prohibited by law, whenever the Company transfers operations from any plant covered by this Agreement to another plant owned, rented, acquired or built by the Company, in the province of Ontario, any employee laid off as a result of such transfer may, if they so desire, request a transfer to the new plant with the existing seniority, service date, wages and benefits. Such requests for transfer must be made in writing by the employee within thirty (30) calendar days of notification of transfer of operations.

## **ARTICLE 21 – PARTIAL OR TOTAL PLANT CLOSURE**

### **21.01**

In the event of partial or total plant closure the Company shall comply with all applicable provisions and requirements of the Employment Standards Act of Ontario.

### **21.02**

Any seniority employee permanently laid off as a result of partial or total plant closure may make application through the Company for possible future job openings in any remaining plants(s) covered by this Agreement in Ontario. The Company shall give due consideration to any such application over other applicants who have not previously worked for the Company. Seniority employees transferring under this Article will commence work as a seniority employee with his/her date of hire in the new plant being his/her seniority date.

## **ARTICLE 22 – TECHNICAL AND TECHNOLOGICAL CHANGE**

### **22.01**

The Company and the Union agree that technical and technological change is necessary to remain a leading edge supplier in today's competitive market, and that these changes may impact bargaining unit employees by a reduction or increase in the number of bargaining unit employees.

The company agrees to provide notice to the Union in advance of any technical or technological changes in the workplace and to provide appropriate training to Bargaining Unit members where necessary.

## **ARTICLE 23 – SUBSTANCE ABUSE**

### **23.01**

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

The Company will provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of such employees to appropriate counseling services or treatment and rehabilitation facilities recommended by the Company provided Employee Assistance Program (EAP) provider, and proactive approaches by the Union and the Company to deal with substance abuse.

### **23.02**

The Company will provide all normal group insurance benefits to such employees while under a medically prescribed course of treatment.

### **23.03**

The Company agrees to participate in a Temporary Absence Program, on a case by case basis, should the Company be approached by the Ministry of Correctional Services provided that:

- a) The employee being so recommended had seniority at the time of the recommendation.
- b) The nature of the offense which led to the incarceration arose from the operation or use of a motor vehicle.
- c) The nature of the offense which led to the incarceration does not adversely impact the employee-employer relationship.

## **ARTICLE 24 – HOURS OF WORK**

### **24.01**

This article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

### **24.02 (a) Brampton Plant**

**The normal work week shall consist of eight (8) hours per day and forty (40) hours per week.**

**The normal hours in a work day on a two (2) shift operation are defined as follows:**

**Days:            6:30 a.m.      3:00 p.m.**

**Afternoons: 4:30 p.m.      1:00 a.m.**



**Employees assigned to a two (2) shift operation will be granted a thirty (30) minute unpaid lunch period and two (2) paid rest periods of fifteen (15) minutes, one in each half shift.**

**In the event of overtime exceeding the normal shift, one additional ten (10) minute paid rest period will be taken before the overtime starts.**

#### **Article 24.02 (b)**

**The normal hours in work day with a three (3) shift operation are defined as follows:**

**Midnights: 10:30 p.m. 6:30 a.m.**

**Days: 6:30 a.m. 2:30 p.m.**

**Afternoons: 2:30 p.m. 10:30 p.m.**

**When the customer requires support for a three (3) shift operation the Plant will operate with three (3) shifts.**

**The “A” shift will rotate with the “B” shift every two (2) weeks.**

**Employees on the three shift operation will be granted an eighteen (18) minute paid lunch plus two (2) twelve (12) minute breaks.**

**In the event overtime is worked before or after the shift a ten (10) minute break will be offered to the employee either during the last hour of the first shift or the first hour of the second shift.**

#### **24.03**

Upon establishment of a two (2) shift operation, all workers shall rotate shifts. The shift rotation (e.g. two week, one month, or quarterly rotation) will be determined by the Union. The Union will notify the Company of such preference prior to the implementation of the second shift and the implementation date will be agreed upon between the Company and the Union.

#### **24.04**

If an employee is required to change shift, such change will be by seniority unless mutually agreed otherwise. Employees will be given five (5) days notice. In the event the Company fails to provide advance notice the Company will pay time and one half for the first day of work.

#### **24.05**

- a) In the event it becomes necessary for the Company to change the starting and stopping time of the normal shifts, or establish new shifts because of customer requirements, employees will be given at least five (5) days advance notice whenever possible.
- b) **Production schedule – if the production schedule is to change the Union and Company will meet prior to any schedule changes and have meaningful discussion and will jointly approve the new schedule.**

#### **24.06**

It is understood that a shift exchange initiated by one or more employees will not result in an increase in cost to the Company including, but not limited to overtime. The Company will not adjust shift premium pay for exchanges that are less than one-week. The employees changing shifts will assume all rights and responsibilities of the other person save and except seniority.

#### **24.06 a) Short Term Shift Exchanges**

1. **An employee shall be responsible for finding an employee on the adjacent shift that is willing to exchange shifts.**
2. **A shift exchange must be for a minimum of one (1) week, excluding Skilled Trades.**
3. **A short term shift exchange cannot exceed two (2) weeks in any consecutive eight (8) week period.**
4. **Employees must be capable of performing the work.**
5. **Employees must be on an adjacent shift.**
6. **Shift exchanges may only occur at the beginning of the overtime week, excluding Skilled Trades.**
7. **The employee shall assume the rights and responsibilities of the partner they exchanged shifts with.**
8. **An employee shall assume the overtime hours of the employee on the adjacent shift.**
9. **The Supervisor(s) and Steward(s) on the respective shifts shall be notified prior to the shift exchange commencing.**
10. **An employee shall relinquish their back up position while on the adjacent shift of the shift exchange, but will still be considered as qualified.**

#### **24.06 b) Long Term Shift Exchanges**

1. **A long term shift exchange must be for a three (3) month period.**
2. **An employee must be capable of performing the duties of the employee on the adjacent shift.**
3. **The Company shall grant the shift exchange to the highest seniority employees. A maximum of 24 (x2) requests, will be allowed in any quarter.**
4. **Employees must be on an adjacent shift.**
5. **No vacancy shall be created through a long term shift exchange. It cannot be used to circumvent the job posting procedure.**
6. **An employee may re-apply after three (3) months.**
7. **A sign up list for employees interested in shift exchanges shall be posted on the first working day of the month prior to shift exchanges on a quarterly basis.**
8. **The Labour/Management committee shall monitor the process and inform the employees and supervisor of the changes.**
9. **The employee shall assume the rights and responsibilities of the partner they exchange shifts with.**
10. **The employee shall assume the overtime hours of the employees on the adjacent shift.**
11. **An employee shall relinquish their back up position while on the adjacent shift of the shift exchange, but will still be considered as qualified.**

## **ARTICLE 25 – HOLIDAYS**

### **25.01**

The holidays, during the length of this Agreement are as follows:

New Years Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
Boxing Day  
New Year's Eve

4 Additional Holidays to be determined

**1 additional holiday to be added during the 12 month period after August 1, 2007.**

In the event the Company acquires multiple customers, the parties agree to discuss how best to ensure that the customer's needs are satisfied should the holiday schedules differ.

### **25.02**

A seniority employee shall receive eight (8) hours pay at the employee's straight time rate for such paid holiday providing the employee works the full regular scheduled days immediately preceding and following the paid holiday. An employee who is absent from work on the regular work day preceding or following the paid holiday will be paid for the holiday provided he/she furnishes satisfactory proof that such absence was for reasonable cause, or he/she is excused by the Company. An employee shall not lose more than two (2) paid holidays for any one-day of absence. Lateness of up to two (2) hours the scheduled day prior to the holiday, and home early two (2) hours the scheduled day following the holiday will not be considered as failure to have worked the full scheduled shift.

### **25.03**

Employees laid off in a reduction of the work force during the work week prior to or during the week in which the holiday falls, shall receive pay for such provided that they would otherwise qualify and provided they work their last scheduled work day.

### **25.04**

When a holiday, specified herein, falls within an eligible employee's approved vacation period, and they are absent from work during their regular scheduled work week because of such vacation, shall receive an extra day off for each holiday and they shall be paid for such holiday.

**25.05**

Employees requested to work on a specific holiday and accept to work but fail to report for and perform such work, and their absence is not for a reasonable cause, shall not receive holiday pay under this holiday pay section for that specific holiday only.

**25.06**

When an employee is on layoff, sick leave or on an approved leave of absence and returns to work following the holiday, but during the week in which the holiday falls, they shall be eligible for pay for that holiday.

**25.07**

Should the annual vacation shutdown begin on a qualifying day following a paid holiday, such qualifying day shall be waived.

**ARTICLE 26 – VACATIONS**

**26.01**

The Company provides vacation with pay for seniority employees who meet the eligibility requirements. The amount of vacation is determined by the employee’s length of service as of January 1<sup>st</sup> of each vacation year. Employees will be paid vacation pay as the vacation is taken.

**26.02**

Each employee who completed one (1) year or more of service as of January 1<sup>st</sup> shall be granted vacation leave of absence in accordance with the following schedule:

<u>VACATION</u>	
Less than 6 months	0 days
6 months and less than 1 year	5 days
1 year through 4 years	10 days
5 years through 9 years	15 days
10 years through 25 years	20 days
Over 25 years	25 days

**26.03**

The Company reserves the right to schedule vacations either individually, or in groups, during the period January 1 through December 31. Preference will be given to the employees having the greatest seniority. Vacation shall not be accumulated year to year. Employees vacations are mandatory and will be taken in accordance with customer shutdown periods. Vacation earned over and above customer shutdowns will be scheduled through the leave of absence process.

## 26.04

The Company will post the annual vacation shutdown by November 1<sup>st</sup> or as advised by customer plants. Employees will have thirty (30) days immediately following postings to submit vacation requests in writing to management. Employees will be notified in writing within five (5) working days after the deadline for vacation requests whether or not their request can be granted. Every effort will be made to grant the employee's request considering the needs of production and giving preference to seniority. All requests made after the thirty- (30) day deadline will be given last preference regardless of seniority.

## ARTICLE 27 – PROTECTIVE CLOTHING

### 27.01

The Company will pay each seniority employee a safety shoe allowance of **\$110. per** year, **increasing to \$120. per year effective August 1, 2006** of the collective Agreement. This allowance will be paid upon proof of purchase.

## ARTICLE 28 – PENSION PLAN

### 28.01

The Company will establish a new defined benefit plan effective January 1, 2003. For the term of this agreement, the defined benefit will be **\$27.00** per month per year of credited service starting August 1, 2002. The plan will contain the following provisions:

- i) Unreduced lifetime pension benefit at age 62 regardless of length of service,
- ii) Credited service to be based on one (1) year's credit for each 1,800 hours worked,
- iii) Vesting in the plan upon two (2) year's service,
- iv) Unreduced lifetime pension benefit if point total (Age plus years of credited service) equals 85,
- v) The pension benefit is guaranteed for fifteen (15) years if retiree dies within first 15 years of lifetime benefit. (e.g. If the current retiree dies within his/her first 15 years of retirement, the surviving spouse will be guaranteed the spouse's pension for the remainder of the 15 years. For example, 10 years + 5 years or 8 years + 7 years.)

## ARTICLE 29 – WAGES AND CLASSIFICATIONS

### 29.01

Wages shall be on the basis set forth in Schedule of Classification and Wage Rates, attached hereto and marked Appendix "A", effective **August 1, 2005**.

### 29.02

Employees will be paid a shift premium of .35 cents (\$0.35) per hour for the afternoon shift and **.40 cents (\$0.40)** per hour for the midnight shift. **Effective August 1, 2007, employees will be paid a shift premium of .40 cents (\$0.40) per hour for the afternoon shift and .50 cents (\$0.50) per hour for the midnight shift.**

## 29.03

Overtime premiums shall be established as follows:

- a) Time and one half will be paid for all time worked prior to an employee's normal starting time and beyond and employee's normal quitting time in the regular week.
- b) Time and one half will be paid for all time worked on a Saturday, except when time worked on a Saturday is part of the Friday afternoon shift.
- c) Double time will be paid for all time worked on a Sunday, except when time worked on a Sunday is part of the Saturday afternoon shift.
- d) Double time will be paid for all time worked on a statutory holiday, covered under this agreement in addition to holiday pay.

## ARTICLE 30 – BENEFITS

The Company shall establish the plans set out in this agreement. The Company is responsible for the administration and application of such plans.

- a) In the event that the company determines to provide benefits through an insurer, no policy provisions, except those which are included in this agreement shall apply.
- b) The company shall provide the union with any insurance policies that the company relies on to provide the benefits. The company shall provide the union with a copy of any proposed amendment to such policies 30 days prior to their implementation and a copy of the final version within 30 days after their final approval.
- c) Any policies or amendments which do not comply with this article are void for the purposes of the collective agreement.

### 30.01 – Eligibility

Employees become eligible for following benefits on the first of the month following completion of their sixty (60) day probationary period.

### 30.02 – Life, Accidental Death and Dismemberment Insurance

The Company will provide eligible employees coverage equaling one (1) times the employee's base annual wage. Participating employees must provide proof of insurability as required.

Employees may elect additional life insurance at their own expense with proof of good health.

Employees may elect dependent life coverage at their own expense with proof of good health.

### 30.03 – Extended Health and Dental

- a) Extended Medical: Medical coverage is provided under OHIP. The Company will provide extended Medical coverage for eligible employees which includes the following components:
  - 1) Semi Private Hospital Room
  - 2) Paramedical Practitioners (\$300 annual maximum), **increased to a \$350. annual maximum effective August 1, 2007.**
  - 3) Private Duty Nursing (\$10,000 annual maximum)
  - 4) Out of Country Emergency (30 day limit)

- 5) **Hearing Aid coverage up to a maximum of \$500. per each consecutive sixty (60) month period, increasing to a maximum of \$550. per each consecutive sixty (60) month period effective August 1, 2007.**

b) Prescription Drugs:

- 1) Employees will pay a \$3.00 co-pay on prescription drugs. The generic form of the drug will be the primary choice. All eligible employees will receive a prescription drug card.
- 2) Company agrees to pay a maximum \$7.00 dispensing fee **cap** per prescription, **increasing to an \$8.00 dispensing fee cap per prescription effective August 1, 2006.**

c) Dental

- 1) Preventive dental care services are covered at 100% of the cost. Preventative care includes only teeth cleaning, **scaling,** annual full mouth x-rays, fluoride treatments, **and fillings.**
- 2) All other dental care services/procedures are covered at 50% of the cost.
- 3) Annual benefit maximum per covered person is **\$1,700.**
- 4) Orthodontics are covered **for dependent children who are at least six (6) years old but less than nineteen (19) years old at the time treatment begins** at 50% of cost up to a lifetime maximum of **\$2,150** per patient.

### **30.04 – Vision Care**

The vision care plan provides for an exam and glasses every twenty-four (24) months with a maximum benefit of \$200, **increased to a maximum of \$300. effective August 1, 2006.**

### **30.05 – Short Term Disability**

Short term disability benefit is provided for eligible employees who are disabled from working following an eight (8) calendar day waiting period at 60% of insurable earnings for a period not to exceed 52 weeks. **The maximum weekly short-term disability benefit is \$475. per week, increased to a maximum of \$500. per week effective August 1, 2006; and to a maximum of \$525 per week effective August 1, 2007.**

Payment of short term disability benefit shall begin on the first (1<sup>st</sup>) day of disability due to an accident/injury or hospitalization.

### **30.06**

In the event the Company changes insurance carriers over the term of this Collective Agreement, the benefit level will remain unchanged.

## **ARTICLE 31 – INSURANCE WAIVER**

### **31.01**

The Company agrees to pay employees Weekly Indemnity Benefits during the WSIB waiting period. However, once WSIB commences payments to the employee, the employee shall be obligated to repay the Company any Weekly Indemnity Benefits which they received, and which

therefore result in a “double payment” for the subject period time. In the event the employee fails to make such payments, the Company shall be entitled to deduct from the employee’s regular pay said amount.

Prior to receiving Weekly Indemnity Benefits as described herein, the employee shall enter into a waiver agreement.

The Union agreed and acknowledged that the above constitutes proper written authorization for the deduction of wages and further acknowledges that the above in no way violates section 8 of the Employment Standards Act, Ontario and or sub-section 14(1)-(3) of Ontario Regulation 325, in respect to the Employment Standards Act.

## **ARTICLE 32 – DOMESTIC PARTNERS**

### **32.01**

The parties agree to include domestic partners including spouses of the same sex in the Company’s contractual provisions where permitted by law. A domestic partner is a person who has been residing with the employee in a conjugal relationship, for a continuous period of at least six (6) months, and has been publicly represented by the employee as the employee’s spouse.

For purposes of applying the provisions of this Collective Bargaining Agreement including any benefit/insurance plans the term spouse will include same domestic partners.

## **ARTICLE 33 – PAY DAY**

### **33.01**

Payday shall be once per week, by direct deposit, on Friday.

### **33.02**

In the event of a Company payroll error, and when an employee experiences a shortage in his/her weekly compensation, the Company will disburse a separate cheque to cover the shortage as follows:

- a) If the shortage is in excess of two- (2) hours equivalent pay, and the request is received prior to 9:00 a.m. on Friday, disbursement will be made prior to the shift end on Friday.
- b) Shortages of less than two (2) hours will be compensated for on the employee’s next regular pay.
- c) The Company agrees to distribute pay statements by Thursday noon.

## **ARTICLE 34 – SKILLED TRADES**

- 1) Skilled trades for the purpose of this agreement shall be those trades and classifications listed below:
  - a) Electricians
  - b) Industrial Millwrights
- 2) The term “journeyman/woman” as used in this agreement shall mean any person:



- a) who presently holds a journeyman/woman classification in a skilled trades occupation as listed in one above;
- b) who has served a bona fide apprenticeship of four (4) years – 8000 hours or (5) years – 9000 hours and holds a certification which substantiates his/her claim of such service, and holds a Certificate of Qualification in such trade;
- c) who has eight (8) years of practical experience in the skilled trade or classification in which he/she claims journeyman/woman designation and can prove same. A CAW Journeyman/woman card will be accepted as proof;
- d) Any further employment in the Skilled Trades occupations as listed in one above, after signing of this Agreement, shall be limited to journeymen/women and apprentices.

### 3) Skilled Trades Seniority

- a) Seniority in the skilled trades shall be by non-interchangeable occupations or trades within the Company. Seniority lists shall be by basic trades or classifications.
- b) Future employees entering a trade shall have date of entry seniority in the skilled trades as listed in number one (1) above.
- c) Production workers will not carry their company seniority into the skilled trades nor will the skilled trades workers exercise their Company seniority into the general production or non-production groups except where a classification or trade listed in number one above is discontinued or eliminated.

i) Such employee will then exercise his/her total company seniority for the purpose of displacing the junior employee in the classification or trade for which he/he is qualified, or shall exercise all of his/her company seniority in the general production or non-production groups under the agreement.

### 4) In the event of a decrease in force in any skilled trade or classification, the following procedure shall apply:

- a) FIRST, apprentices will be laid off from their classification in the reverse order of their entry into their apprenticeship
- b) SECOND, probationary employees will be laid off from their classification
- c) If further employees are to be laid off, such employees will be laid off in order of their seniority within their classification.

### 5) Should a skilled trades employee become permanently medically unfit and unable to follow his/her skilled trade, both the Company and the Union will co-operate in endeavoring to place such an employee on a job he or she is capable of performing taking their total seniority with them. However, if placed in a non-skilled classification he/she shall then forfeit all rights within the skilled trades.

### 6) The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, ½ hour per year.

This first such dues deduction will be made from employee's first pay following completion of their probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one month's work in the calendar year. These

deductions along with the names of the employees shall be remitted to the financial secretary of the local union.

- 7) **The Company will reimburse each Skilled Trades employee up to one thousand dollars (\$1,000.) during the life of the Agreement for job-related training that has been approved in advance by the appropriate Departmental Manager and the Human Resources Manager.**
- 8) **The Company will reimburse skilled trades for required Provincial license renewals with proper proof of payment.**
- 9) **The Company will reimburse each Skilled Trades employee up to \$300. per year for the purchase of job-required tooling with proper proof of purchase.**
- 10) **When contractors in a related trade are utilized, Skilled Trades will match hours on a 1:1 basis and shadow contractors unless otherwise fully and productively employed.**
- 11) **Maintenance Department Projects/Outside Contractor Activities**

**Meetings with the Company and Union will take place once per week each Thursday. The agenda for these meetings will include a summary of planned projects for the immediate future. The Company and Union representatives may make recommendations to said projects. ( Intent is to include meaningful discussion with the Skilled Trades on the full utilization of the Skilled Trades Department.)**

12) **Lines of Demarcation**

**It is understood that a temporary assignment of work to another skilled trade will not form a priority area of work content of the trade to which it has been assigned.**

## ARTICLE 35 – COPY OF AGREEMENT

### 35.01

The Company and Union mutually agree to share the cost of the printing of the new Collective Agreement by a union printer.

### 35.02

**The Company shall provide the Union with an electronic copy of the collective agreement.**

## ARTICLE 36 – LETTERS OF AGREEMENT

### 36.01

It is understood that from time to time during the life of this Agreement, the parties may enter into a Letter of Agreement and/or a Letter of Understanding addressing issues that arise during the term of this Agreement. Such Agreements will become part of the collective bargaining agreement and will terminate at the expiration of the current agreement unless expressly included during subsequent negotiations between the parties and ratification by the membership.

**ARTICLE 37 – DURATION OF AGREEMENT**

**37.01**

This Agreement will remain in effect from August 1, 2005 to July 31<sup>st</sup> 2008, and unless either party gives to the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in full force and effect from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement will only be given during the period on not more than ninety (90) days prior to the expiration of said Agreement.

This Agreement is hereby signed on behalf of the parties hereto by their authorized representatives on the 1<sup>st</sup> day of August 2005.

Representing the Company

Representing the Union

\_\_\_\_\_  
Mark Schmink  
Vice President, Human Resources

\_\_\_\_\_  
Jerry Dias  
CAW, National Representative

\_\_\_\_\_  
Geri Gasperut  
Director H.R. Services

\_\_\_\_\_  
Paulo Ribeiro  
Vice President CAW Local 1285

\_\_\_\_\_  
Stephen Nickrand  
Compensation & Benefits Analyst

\_\_\_\_\_  
Brian Harkness  
Plant Chairperson Brampton

\_\_\_\_\_  
Lynne Nelson  
Senior H.R. Generalist Brampton

\_\_\_\_\_  
Terry Hillier Brampton Plant

\_\_\_\_\_  
Barry Springett  
Business Unit Leader Brampton

\_\_\_\_\_  
Vaughan Cole Brampton Plant

\_\_\_\_\_  
John De Souza  
Manager H.R. Brampton

\_\_\_\_\_  
Kofi Hasford Brampton Plant

\_\_\_\_\_  
Sandro Marrese Skilled Trades  
Brampton Plant

## SCHEDULE "A"

### APPENDIX A

#### CLASSIFICATION AND WAGE SCHEDULE

Classification	Start *	6 Months *	Top Rate (Effective Aug. 1, 2005)
Specialist	\$22.64	\$23.39	\$25.13
Quality Auditor	\$22.73	\$23.48	\$24.23
Assembler/Packer	\$21.30	\$21.80	\$22.30
Receiving Inspector	\$21.30	\$21.80	\$22.30
Forklift Driver	\$21.30	\$21.80	\$22.30
Janitor	\$15.91	\$16.41	\$16.91
<b>Skilled Trades:</b>			
Electrician	\$27.61	\$28.36	\$29.11
Industrial Millwright	\$27.61	\$28.36	\$29.11
CMM	\$27.61	\$28.36	\$29.11

#### TPT Hourly wages

<u>0 – 600 hours</u>	<b>\$17.00</b>
<u>600 – 1200 hours</u>	<b>\$18.50</b>
<u>over 1200 hours</u>	<b>\$20.00</b>

#### TPT's are not eligible for COLA adjustments.

#### Wage Increases:

The above rates are effective August 1, 2005. Each classification will receive the following increases during the life of this Agreement:

#### Date

	<u>August 1, 2006</u>	<u>August 1, 2007</u>
Specialist	<b>\$0.25</b>	<b>\$0.25</b>
Quality Auditor	<b>\$0.35</b>	<b>\$0.35</b>
Assembler/Packer	<b>\$0.50</b>	<b>\$0.50</b>
Receiving Inspector	<b>\$0.50</b>	<b>\$0.50</b>

<b>Forklift Driver</b>	<b>\$0.50</b>	<b>\$0.50</b>
<b>Janitor</b>	<b>\$0.32</b>	<b>\$0.32</b>
<b>Electrician</b>	<b>\$0.56</b>	<b>\$0.57</b>
<b>Millwright</b>	<b>\$0.56</b>	<b>\$0.57</b>
<b>CMM</b>	<b>\$0.56</b>	<b>\$0.57</b>

**Cost of Living Allowance:**

Quarterly adjustments will be made beginning on August 1, 2005 equal to one cent (.01) for each 0.0730 change in the 1992 CPI.

\* Starting rate and 6 month rate will be adjusted according to COLA and top rate adjustments.

**Appendix B**

**Heat Stress Policy**

**“The Company will monitor the temperature and humidex readings on a regular basis to ensure the health and safety of the workforce. The agreed method of monitoring will be the reported temperature and humidity at the Toronto Airport. When the combined temperature and humidity reach thirty two (32) degrees centigrade, the Company shall provide chilled bottled water to employees and will monitor for signs and symptoms of heat related stress and dehydration. When the humidex reaches thirty six (36) the Company shall give employees an additional five (5) minute heat stress break at the end of each hour which does not contain a scheduled break.”**

**Letters of Understanding:**

**1) Communications Display Cases**

**During recent negotiations the Company agreed to supply a glassed in display case and magazine rack(s) for the purpose of displaying/distributing educational material related to Womens’ Advocacy and E.A.P.**

**2) JHSC Member Training**

**During recent negotiations the Company agreed the JHSC representatives will be trained as certified members. Further, the Company agrees to train as certified members, six (6) alternates provided the plant is working a three (3) shift operation, and four (4) alternates if the Plant is working a two (2) shift operation.**

**3) Notification of Contractors**

**The Company indicated that it was prepared to notify the Plant Chairperson and the Skilled Trades representative by close of business on the Thursday day shift of the work contemplated as of that time for the following week.**

#### **4) Women's Advocate**

**In order to ensure privacy and discretion to the employees, the Company shall provide pager and email account to the Women's Advocate.**

#### **5) Job Posting/Displacement**

**During the current negotiations the following process was agreed upon to deal with the open jobs and displaced persons in the Plant.**

- 1) Identify open jobs.**
- 2) Identify displaced individuals.**
- 3) Post open jobs.**
- 4) Populate open jobs. If any remain vacant, they will be filled with floaters, in order of seniority. (refer to Article )**
- 5) Place the remaining displaced individuals per the bumping process.**

**It is further understood that the above process will be utilized in the future for job postings and displacements**

#### **6) Banked Overtime**

**During the current negotiations the following process was agreed upon to deal with the implementation of banked overtime.**

**Windsor has an agreement to commence with banked overtime on January 1, 2006. A joint Labour/Management committee from Windsor and Brampton will review the process of banked overtime in August 2006. Brampton has a agreement to commence banked overtime on January 1, 2007 if mutually agreed.**

**Appendix C:****2005 - 2006 HOLIDAY SCHEDULE**

<b><u>HOLIDAY</u></b>	<b><u>DATE</u></b>	<b><u>DAY OF WEEK</u></b>
Floating Holiday	September 2, 2005	Friday
Labour Day	September 5, 2005	Monday
Thanksgiving Day	October 10, 2005	Monday
Christmas Eve	December 26, 2005	Monday
Christmas Day	December 27, 2005	Tuesday
Boxing Day	December 28, 2005	Wednesday
Floating Holiday	December 29, 2005	Thursday
New Year's Eve	December 30, 2005	Friday
New Year's Day	January 2, 2005	Monday
Good Friday	April 14, 2006	Friday
Floating Holiday	April 17, 2006	Monday
Floating Holiday	May 19, 2006	Friday
Victoria Day	May 22, 2006	Monday
Canada Day	June 30, 2006	Friday

**2006 - 2007 HOLIDAY SCHEDULE**

<b><u>HOLIDAY</u></b>	<b><u>DATE</u></b>	<b><u>DAY OF WEEK</u></b>
Floating Holiday	September 1, 2006	Friday
Labour Day	September 4, 2006	Monday
Thanksgiving Day	October 9, 2006	Monday
Christmas Eve	December 25, 2006	Monday
Christmas Day	December 26, 2006	Tuesday
Boxing Day	December 27, 2006	Wednesday
Floating Holiday	December 28, 2006	Thursday
New Year's Eve	December 29, 2006	Friday
New Year's Day	January 1, 2007	Monday
Good Friday	April 6, 2007	Friday
Floating Holiday	April 9, 2007	Monday
Floating Holiday	May 18, 2007	Friday
Victoria Day	May 21, 2007	Monday
Canada Day	July 2, 2007	Monday

**2007 - 2008 HOLIDAY SCHEDULE**

<b><u>HOLIDAY</u></b>	<b><u>DATE</u></b>	<b><u>DAY OF WEEK</u></b>
Floating Holiday	August 31, 2007	Friday
Labour Day	September 3, 2007	Monday
Thanksgiving Day	October 8, 2007	Monday
Christmas Eve	December 24, 2007	Monday
Christmas Day	December 25, 2007	Tuesday
Boxing Day	December 26, 2007	Wednesday
Floating Holiday	December 27, 2007	Thursday
Floating Holiday	December 28, 2007	Friday
New Year's Eve	December 31, 2007	Monday
New Year's Day	January 1, 2008	Tuesday
Good Friday	March 21, 2008	Friday
Floating Holiday	March 24, 2008	Monday
Floating Holiday	May 16, 2008	Friday
Victoria Day	May 19, 2008	Monday
Canada Day	July 4, 2008	Friday