

---

# **COLLECTIVE AGREEMENT**

**between**

**A.O. Smith Enterprises LTD.**

**and**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL  
AND SERVICE WORKERS INTERNATIONAL UNION  
(The United Steelworkers)**

**LOCAL 3789**

**EFFECTIVE**

**November 1, 2016 - OCTOBER 31, 2019**

**COLLECTIVE AGREEMENT**

between

A. O. SMITH ENTERPRISES LTD.

Fergus, Ontario

or their successors and/or

their assigns, hereinafter called

"The Company"

of the First Part

and

THE UNITED STEELWORKERS

hereinafter called "The Union"

of the Second Part

# INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose.....	10
2	Recognition .....	10
3	Relationship .....	11
	Humanity Fund.....	14
4	Reservation of Management Rights .....	15
5	No Discrimination/Harassment .....	16
6	No Strikes or Lockouts.....	16
7	Union Representation .....	17
	Negotiating Committee. . . . .	17
	Grievance Committee .....	17
	Grievance Stewards .....	17
	Time Study Stewards.....	18
	Compensation Chairman/Benefit Steward .....	18
	Duties of Union Officers .....	18
	Compensation of Union Officers .....	19
8	Discharge and Disciplinary Procedure .....	20

# INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
9	Grievance Procedure .....	23
	Step One .....	24
	Step Two .....	25
	Step Three .....	26
10	Arbitration .....	27
11	Seniority .....	28
	Automation .....	30
12	Layoffs .....	31
	Layoff Affecting Union Officers .....	31
	Layoff Affecting Apprentices .....	31
	Emergency Layoff .....	33
	Severance Allowance .....	34
13	Recall .....	35
14	Loss of Seniority .....	36
15	Job Postings .....	37
16	Temporary Transfers .....	41
	Transfers from the Union .....	42

# INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
17	Leaves of Absence .....	43
	Union Leave of Absence .....	43
	Educational Leave .....	44
	Maternity and Parental Leave .....	44
	Ontario Employment Standards Act .....	45
	Bereavement Clause .....	45
	Court Duty .....	46
18	Placement of Physically Restricted Employees .....	47
19	Subcontracting .....	47
20	Open End Wage Clause .....	48
21	Bulletin Boards .....	48
22	Copies of the Agreement .....	49
23	Schedules and Appendices .....	49
24	Duration .....	51

# INDEX

<u>SCHEDULE</u>	<u>SUBJECT</u>	<u>PAGE</u>
A	Agreement Re: Commitment to Quality .....	1
B	Agreement Re: Safety and Health .....	2
	Early and Safe Return to Work.....	8
C	Job Classifications, Wage Rates .....	53
D	C.O.L.A., Shift Premiums.....	55
E	Working Conditions, Holidays .....	56
F	Vacations, Vacation Bonus.....	65
G	Zones for Stewards .....	70

## APPENDICES

I	Insurance Programs .....	71
	Group Life Insurance .....	71
	Accidental Death and Dismemberment.....	71
II	Health/Safety Benefits .....	72
	Weekly Indemnity Insurance. (S.T.D.) .....	72
	Long Term Disability Insurance (L.T.D.) .....	72
	Sun Life Health Benefit Package.....	73
	Drug Plan .....	73

# INDEX

<u>APPENDICES</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Dental Plan .....	73
	Vision Care Plan .....	74
	Hearing Aid Plan .....	74
	Extended Health Care Plan .....	74
	Safety Benefit.....	74
III	The Pension Plan.....	75
IV	Apprenticeship Standards.....	80
V	Letters of Intent .....	97
VI	Letter of Agreement .....	103
VII	Glossary of Terms .....	104

## **SCHEDULE A - AGREEMENT RE: COMMITMENT TO QUALITY**

The Union and the Company, being desirous of efficient operations and providing a quality product, are committed to the proposition that any enhancement as well as any impediment to this end will be addressed by the parties.

It is agreed that continual improvement meetings involving all levels of responsibility will take place between the parties at regular intervals as well as at the request of either party in the event of an emergency situation which adversely affects the quality of any product.

Each of the parties commits, on an ongoing basis, to making all employees of the Company aware of this commitment and the reasons why. The parties will co-operate to the extent possible, to ensure that every unit produced is of a quality standard which is acceptable the first time, in order to avoid the costly exercise of rework and warranty work. The objective is one of zero scrap on all production lines which facilitates the productivity and profitability of the Company and security of our jobs.

It is understood that this declaration in no way amends or affects the operation of the collective agreement.



## **SCHEDULE B - AGREEMENT RE: SAFETY AND HEALTH**

**1:01** (a) NO COMPANY GOAL IS SO IMPORTANT, NO JOB IS SO CRITICAL, THAT WE CANNOT TAKE THE TIME TO WORK SAFELY.

(b) In maintaining a proactive focus, the Joint Health and Safety Committee will provide procedures which shall be posted and which will ensure the resolution of health and safety issues that may be outstanding as a result of inspections , safety meetings, incident/accident reports, or the failure or inability of floor management to correct inappropriate conditions, all in accordance with the Occupational Health and Safety Act.

**1:02** The Company and the Union shall:

(a) Co-operate in their continuing objective to eliminate accidents and health hazards,

(b) Undertake all efforts to prevent or correct any situation or conduct liable to compromise the health and safety of employees or deteriorate the work environment.

**1:03** (a) The Company, the Union, and the employees shall be trained to recognize their obligations under all applicable health and safety legislation.

(b) The Company agrees to provide health and safety job instruction when placing an employee on a new or unfamiliar job.

(c) An employee shall report to his immediate supervisor:

(i) the absence of, or defect, in any equipment or protective device of which he is aware,

(ii) any condition which affects the health and safety of the employee,

(iii) where an employee is being affected by a condition that is not related to his job description.

(d) The supervisor shall respond to the reported concern forthwith.

(e) Failure to resolve the concern will require (2) two Joint Health & Safety Committee Members to investigate.

(f) If the Health & Safety Coordinator and the Union member of the Joint Health and Safety Committee fail to resolve the concern, the Company and Union certified safety representatives will respond in accordance with the Occupational Health and Safety Act.

**1:04** The Company will reply in writing within five (5) working days to a written complaint regarding safety, health or environmental conditions. All environmental concerns will be dealt with by the Joint Health and Safety Committee.

**1:05** (a) The Company and the Union agree to maintain a Joint Health and Safety Committee consisting of three (3) employees selected by the Union and an equal number of management representatives selected by the Company. It is agreed and understood that this Health and Safety committee will represent the interest of the membership of Local 3789-02 with the agreement that (1) Union representative may be selected or appointed from Local 3789-02.

- (b)
- (i) The Joint Health and Safety Committee will appoint a team to perform monthly inspections of the Distribution Center, pre-start inspections, as well as inspect new processes and equipment prior to initial operation.
  - (ii) The Committee will meet regularly to discuss such health and safety matters which may be brought before it by either the Union or the Company. The parties may meet more often if necessary, but not less than monthly.

- (iii) All accidents involving fatalities and disabling injuries or incidents involving or having the potential for loss of time shall be investigated promptly by a supervisor and the area Union Safety Committee member, and they shall make recommendations for preventative action.
- (iv) Prepare minutes of all meetings and reports of all inspections. These minutes shall be signed by the Joint Health and Safety Co-Chairmen and posted on the communication boards.

(c) Any Health and Safety Committee person or their designate shall be allowed reasonable time off, upon receiving permission from their immediate supervisor, to attend to matters pertaining to Health and Safety in their designated area in the Distribution Center. It is understood that time off will not be unreasonably denied.

**1:06** The Company shall provide and maintain Certified Member training for all members of the Joint Health and Safety Committee.

**1:07** The Company shall provide health and safety training and orientation programs to new employees prior to job placement. The Union Co-Chairman or his designate will participate in this training.

**1:08** The Company agrees to provide and maintain the protective devices and other equipment necessary to safeguard employees from injury in accordance with prevailing practices as they relate to the manufacture of our products.

**1:09** The Company shall conduct air sampling in the Distribution Center, noise testing and like programs on a schedule approved by the Joint Health and Safety Committee. An area Union Health and Safety Committee member shall be present at the beginning of any such test program. The results of such test program will be made available to the Joint Health and Safety Committee and the Union Local.

**1:10** The Company will compensate Health and Safety Committee members for time spent during regular working hours.

**1:11** The Company will keep the Local Union and employees informed in writing of all chemical substances, solvents, compounds, etc., that are to

be used in the workplace. In addition, information shall be provided on the safe handling methods and actions to be taken if exposure occurs.

**1:12** Where an employee is employed in a remote area and may not be able to secure close assistance, the Company shall devise some method of checking on the well-being of the employee at intervals which are reasonable and practical under the circumstances.

**1:13** All shifts shall have at least one (1) person certified in first aid and CPR, and their name shall be posted on the safety communications board.

**1:14** The Union Co-Chairman or his designate and the worker Health and Safety Committee member in the area being inspected shall accompany a government inspector on a tour of the Distribution Center.

**1:15** If an employee suffers a fatal accident or critical injury while at work, the Company shall immediately notify the Union President or his designate.

**1:16** The Company will forward copies of all government inspection and industrial hygiene reports to the Union Co-Chairman or his designate.

**1:17** The Company in conjunction with the Joint Health & Safety Committee agree to review and/or make changes to the existing Schedule B - Agreement Re: Safety and Health, if and/or when the existing Occupational Health and Safety Act is amended in such a way that the workers right to refuse unsafe work is jeopardized.

**1:18**

- a) The Company and the Union agree to maintain a joint Early and Safe Return to Work Committee (ESRTW) consisting of two (2) employees selected by the Union and an equal number of management representatives selected by the Company. It is agreed and understood that this joint Early and Safe Return to Work Committee (ESRTW) will also represent the interest of the membership of USW, Local 3789-02.
  
- b) It is agreed by the parties that the objective of this Committee is to assist in the vocational rehabilitation of injured/ill employees to their fullest possible physical, mental, social and economic capacity subsequent to the co authored guidelines of the Early and Safe Return to Work (ESRTW) program.

- c) The Committee shall operate under the direction of two (2), Co-Chairs. The Company appointed Co Chair or the Union's appointed Co Chair shall call meetings to discuss such Early and Safe Return to Work (ESRTW) matters of the Committee as required.
  
- d) It is recognized that not all members of the Committee may be able to attend the Early and Safe Return to Work (ESRTW) meetings. However, as a minimum, there shall always be one (1) Company and one (1) Union Early and Safe Return to Work (ESRTW) member present along with the injured or ill employee and his or her supervisor.



## **ARTICLE 1 - PURPOSE**

**NOTE:** For the purpose of this Agreement, the masculine gender shall be applicable to both female and male employees, unless otherwise specified.

**1:01** The general purpose of the Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 - RECOGNITION**

**2:01** The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees in Centre Wellington, save and except Supervisors, persons above the rank of Supervisors and office staff and those exceptions as may be mutually agreed upon from time to time.

**2:02** The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the Bargaining Unit as described in the preceding paragraph.

**2:03** Persons whose regular jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except for purposes of instruction, experimenting, or in the case of emergencies, when qualified employees are not available.

### **ARTICLE 3 - RELATIONSHIP**

**3:01** The parties hereto mutually agree that any present employee to whom this Agreement applies, may exercise or may refrain from exercising his right to become a Member of the Union.

**3:02** All permanent employees covered by this Agreement shall be required to sign an authorization form prescribed by the Company providing for the deduction from their wages, the amount of the regular dues and initiation fees.

**3:03** (a) The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular weekly Union

dues deducted from his pay weekly. All employees covered by this agreement shall become and remain members of the Union as a condition of employment.

(b) All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P. O. Box 9083, Commerce Court Postal Station, Toronto, Ontario M5L 1K1, in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.

(c) The remittance and the R115 Form shall be accompanied by a statement containing the following information:

- (i) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- (ii) A list of the names of all employees from whom no deductions have been made and the reasons why;
- (iii) This information shall be sent to both the Union address identified

in Article 3:03(b) above, in such form as shall be directed by the Union to the Company.

(d) The union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

(e) The Company, when preparing T4 slips for the employees, will enter the amount of Union dues deducted on behalf of the employee during the previous year.

**3:04** All new employees hired after the signing of this Agreement shall contribute by check off, an amount equivalent to Union dues.

**3:05** Neither the Union nor any employee shall, on Company property, engage in any activity or proceedings or conduct himself in any manner which adversely affects Company discipline, business or production.

### **Humanity Fund**

**3:06** The Company agrees to deduct on a weekly basis the amount of one (\$0.01) cent per hour from the wages of all employees in the bargaining

unit for all hours worked and, prior to the fifteenth (15th) day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers, National Office, and to advise in writing both the Humanity Fund and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the Bargaining Unit in the new program of deductions set forth above may be discontinued by any employee in the Bargaining Unit after the receipt by the Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay.

#### **ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS**

**4:01** The Union acknowledges that it is the function of the Company to:

- (a) Maintain; order, discipline and efficiency.
- (b) Hire, discharge, transfer, classify, promote, demote or discipline employees, provided that a claim that an employee has been dealt with unjustly may be the subject of a grievance and dealt with as hereinafter provided.

(c) Generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of Distribution Centers, the products to be manufactured, methods of manufacturing, schedules of production, kinds and location of machines and tools to be used, process of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the product produced.

## **ARTICLE 5 - NO DISCRIMINATION / HARASSMENT**

**5:01** Every employee has the right to equal treatment by the Company with respect to all aspects of the exercise of managerial authority by the Company. Equal treatment shall be without discrimination / harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, political affiliation, sex, age, marital status, family status, mentally or physically challenged, sexual orientation, and membership or office in the Union.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

**6:01** In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Company agrees

that there will not be any lockout of its employees for the duration of this Agreement, and the Union agrees that it shall not instigate nor condone any strike or work slowdown which will stop or interfere with production for the duration of this Agreement.

## **ARTICLE 7 - UNION REPRESENTATION**

### **Negotiating Committee**

**7:01** The Company acknowledges the right of the Union to elect or otherwise select a Negotiating Committee of five (5) members to negotiate on contractual matters with the Company.

### **Grievance Committee**

**7:02** The Company acknowledges the right of the Union to appoint or otherwise select a Committee consisting of four (4) employees (one [1] to be a Shop Steward concerned with the Grievance) and one (1) member of such committee shall be designated as Convenor of the Committee.

### **Grievance Stewards**

**7:03** The Company agrees to recognize three (3) Shop Stewards and a Chief Steward for A. O. Smith Enterprises Ltd. on the understanding that further Stewards may be warranted should there be an increase in the

workforce. One (1) steward will be added for every fifteen (15) new employees. The zone within which each Steward is to function is determined by Schedule "G" revised and attached.

### **Time Study Stewards**

**7:04** Two (2) employees who have been selected by the Local of the Union will be trained with the Company personnel and kept current on any changes in Time Study Applications.

The Time Study Steward shall at all times have access to all records and papers of the Methods and Time Study Department pertaining and relevant to the Time Standard then being investigated by the above-named Steward.

### **Compensation Chairman/Benefit Steward**

**7:05** The Company will recognize the Union's Compensation Chairman/Benefit Steward, and in his absence, his delegate.

### **Duties of Union Officers**

**7:06** The Union acknowledges that stewards as well as other members of the union committee and union officers, will continue to perform their regular duties on behalf of the company. Before leaving their regular duties stewards as well as officers of the union will ask permission from their



immediate supervisor, which permission shall not be unreasonably withheld.

In any event such permission shall be granted within one (1) hour of such request. The company agrees to allow union officers and stewards time off from the afternoon/night shift to attend union meetings.

### **Compensation of Union Officers**

**7:07** It is clearly understood that Stewards and other Union Officers will not absent themselves from their regular duties, unreasonably, in order to deal with grievances of employees, and that in accordance with this understanding, the Company will compensate such employees for time spent in dealing with employees' grievances at their hourly rate.

**7:08** Four (4) members of the Local Union Negotiating Committee will be paid their regular hourly rate for up to ten (10) days, for time spent in negotiations when actively involved in negotiations with the Company Negotiation Committee.

**7:09** The Company recognizes the right of the union to place the President and Chief Steward on permanent day shift. The Company recognizes the right of the union to place the Vice President on day shift during the absence of the President from operations.

## **ARTICLE 8 - DISCHARGE AND DISCIPLINARY PROCEDURE**

**8:01** When an employee receives a warning his Steward must be present. In the absence of the Zone Steward, the Chief Steward or finally, an Officer of the Union must be present.

**8:02** It is agreed that any warning will be stricken from the employee's record after nine (9) months of active employment from its occurrence. Any suspension will be stricken from the employee's record after fifteen (15) months of active employment from its occurrence. Once removed, they shall not be used in any future situations.

It is agreed and understood that at the request of the employee, the Company is prepared to return to the employee any outstanding disciplinary letters.

**8:03** Before any employee is discharged or suspended for cause, the Chief Steward shall be notified immediately and where possible, be present at such meeting.

**8:04** Any permanent employee whom the Company suspends or discharges, or whom it contends has lost their seniority under Article 14, shall be retained at/or returned to active work until any grievance contesting

such suspension, discharge or break in service question is finally resolved through the grievance and arbitration procedure.

**8:05** However, the employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge, if the alleged cause for suspension, discharge or termination is the result of any of the following; a danger to the safety of employees or equipment in the Distribution Center, fighting, theft or concerted or individual refusal to perform their assigned work.

**8:06** (a) Grievances involving employees who are retained at work under this provision will be handled in the Expedited Arbitration Procedure unless the Union Staff Representative and the Director, Finance and Administration mutually agree otherwise. If the Arbitrator upholds the suspension, discharge or break in service of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

(b) Notwithstanding the above, the parties may mutually agree to use the mediation process to resolve grievance issues.

**8:07** The above references to suspensions, discharges and terminations are examples and are not intended to be all inclusive, but indicate how various types of issues will be handled.

**8:08** If an employee is not to be retained at work in accordance with the above, the employee will be allowed to meet with the Zone Steward (and Chief Steward if on shift) before leaving the premises.

**8:09** Any grievance involving suspensions, discharges or terminations shall be filed with the Human Resources Department at Step Three of the Grievance Procedure within three (3) working days of the action.

Any arrangement considered just by the conferring parties shall dispose of the grievance.

**8:10** It is understood that the Company may bring forward at any time any complaint or grievance against the Union, its Officers, Committeemen or Stewards, and if a satisfactory settlement is not reached then the Grievance Procedure may be invoked.

It is also understood that the Union may bring forward at any time any grievance concerning supervisors, safety or problems or complaints of a general nature which may be taken through the Grievance Procedure if not satisfactorily settled.

Any such grievance mentioned in this Article, not involving a supervisor, may commence at Step Three of the Grievance Procedure.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**9:01** The Company agrees to:

- (a) provide the Grievance Committee with as much notice as possible of pending meetings and to schedule and convene these meetings to allow complete discussion of the matter in question and
- (b) grant the Grievance Committee reasonable time to consider and discuss the grievance prior to the meeting.

### **Step One**

**9:02** It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. Both parties therefore recognize that Supervisors shall be informed as quickly as possible by the Steward, employee, or both, of any complaint. Under ordinary circumstances, a

grievance does not exist until the Supervisor has had adequate time to investigate and deal with the matter.

It shall be mandatory that the Supervisor and the Shop Steward concerned fully discuss the grievance and make a positive effort to resolve it.

In the event no satisfactory settlement is reached, the grievance shall be put in writing on the appropriate grievance form and presented by the employee's Steward to the Supervisor involved. The written grievance shall set out the nature of the grievance, the date of the occurrence and the redress sought. An answer in writing will be given by the Supervisor and it is understood that two (2) working days will be deemed sufficient time to cover the Step One of the Grievance Procedure in its entirety.

No grievance shall be considered if the circumstances originated or occurred more than fifteen (15) working days prior to the filing of the grievance.

Following the above, if a satisfactory settlement is not reached, then within five (5) working days of receipt of the Supervisor's answer, the grievance shall be presented as follows:

## **Step Two**

**9:03** Two (2) members of the Grievance Committee, who may be accompanied by the grievant, shall present the grievance to the designated manager with such explanation and discussion as may be necessary for proper understanding of the matter. The designated manager shall reply in writing within three (3) working days of receipt of the grievance.

Following the above, if a satisfactory settlement is not reached within five (5) working days of receipt of the designated manager's answer, the grievance shall be presented as follows:

## **Step Three**

**9:04** The President of the Local and two (2) members of the Grievance Committee who may be accompanied by the grievant, shall present the grievance to the Director, Finance and Administration with such explanation and discussion as may be necessary for proper understanding of the matter.

The Director, Finance and Administration shall within one (1) working day, schedule and within five (5) working days, convene a meeting between the President of the Local, the Grievance Committee of the Union, the Director, Finance and Administration and the Canadian Operations Manager.

It is understood the Union may be accompanied by a representative of the International Organization and management may be represented by additional personnel.

A final decision will be rendered by management within three (3) working days of holding the Step Three meeting.

## **ARTICLE 10 - ARBITRATION**

**10:01** Grievances not disposed of under the Grievance Procedure, dealing with interpretation, alleged violation, application or administration, may be taken to arbitration, provided either side gives written notice to the other of their intent to so proceed within thirty (30) working days of receipt of the decision rendered as a result of Step Three of the Grievance Procedure.

The Company and the Union will mutually agree upon a single arbitrator. Should the Company and the Union fail to agree upon an arbitrator within five (5) days, the Minister of Labour for the Province of Ontario shall appoint the arbitrator.



**10:02** The arbitrator shall hear the evidence and render a decision as soon as possible, the intention being to have a decision within seven (7) days after the arbitrator's hearing commenced.

**10:03** The decision of the arbitrator shall be final and binding upon both parties to this Agreement.

**10:04** The arbitrator shall not alter or change any provision of this Agreement or give any decision inconsistent with the terms of this Agreement.

**10:05** No person shall be selected as an arbitrator who has been involved in attempts to settle the grievance.

**10:06** Each party shall bear the expense of the arbitrator appointed.

**10:07** No grievance shall be considered by the arbitrator unless all previous steps of the procedure have been complied with.

**10:08** It is understood that any of the time limits expressed in Articles 9 and 10 may be extended or curtailed by mutual agreement of both parties.

## **ARTICLE 11 - SENIORITY**

**11:01** The seniority of each employee covered by this Agreement shall be established after a period of twenty-five (25) working days from the date of employment.

**11:02** For a period of forty-five (45) working days from the date of employment, an employee will be considered on probation.

New employees that are laid off during their probation and rehired within six (6) months and in this way accumulate forty-five (45) days of service over this period will be credited with their full forty-five (45) days' seniority.

The union will not question the dismissal of any probationary employee, nor shall the dismissal be the subject of a grievance, unless the termination was conducted in an arbitrary or discriminatory manner.

**11:03** The Company agrees to post lists of all employees quarterly, showing their seniority status and wage group. Two (2) copies of such lists will be given to the Union.

**11:04** An employee will continue to accumulate seniority on an approved leave of absence, layoff, long term disability, sickness or accident leave and while receiving Workers' Compensation benefits provided that the employee's employment status with the Company is maintained.

### **Automation**

**11:05** In the event of installation of new mechanical, electronic or automated equipment that will affect the job status of any employee(s) in the Bargaining Unit, the Company will endeavour to:

(a) Give as a minimum, six (6) months advance notice before the installation of such equipment, meet with the Union Negotiating Committee and provide the Committee with data regarding proposed date of installation, number and classification of employees likely to be affected by it and then affected employees will be notified.

(b) This notice is given so that affected employees may bid for other vacancies during this period and the Company agrees to put emphasis on the seniority factor in order that displaced employees may maintain as closely as possible their previous hourly rate, or

train these employees on the new jobs that may be created, or allow affected employees to exercise their seniority as in 12:04 (b) and provide reasonable training on these jobs.

## **ARTICLE 12 - LAYOFFS**

**12:01** In the event of a layoff, employees will be laid off on the basis of their seniority, the most junior employees being laid off first, except as provided by Article 12:02 and Article 12:06.

**12:02** In all cases of layoff, Local Union Officers, Grievance Committee members, Negotiation Committee members and Stewards shall be retained.

**12:03** In the event of a layoff, an employee learning a trade in the toolroom, experimental department or employed under an apprenticeship program shall not be affected by such layoff, unless there is to be a reduction in the staff in the departments concerned, at which time the normal seniority provisions contained in the Agreement will take effect in accordance with the Apprenticeship Plan.

**12:04** (a) In the event of a layoff or recall, the Company shall discuss and agree with the Union the question of exclusion or inclusion of specific

jobs; this is to be governed solely by the continuation of the Company's efficient operation and shall include consideration of the skill and ability of the employees concerned.

Any such employees retained will work on the job for which they were retained for the majority of the time.

(b) In the event the Company decides there is an excess number of people in a classification, the most junior employees in the classification shall be declared surplus. The most senior of these affected employees shall have the first right to exercise their seniority in any one of the following options:

1. Go into any open posting.
2. Displace the junior person in the Distribution Center.
3. Displace the junior person in a job where they could demonstrate ability to perform the work.

The next most senior would then exercise his seniority as above.

It is understood and agreed that such action may not always be practical and in these incidences the Company and the Union shall discuss and agree on the question of exclusion or inclusion of specific jobs. This is to be

governed solely by the continuation of the Company's efficient operation and shall include consideration of the skill and ability of the employees concerned.

**12:05** The Company will give the employee and the Union three (3) working days' notice of layoff from the Distribution Center. Where information is available, the Company will endeavour to give five (5) working days' notice of layoff. If the layoff is expected to exceed thirteen (13) weeks, then notice under the Employment Standards Act shall apply.

### **Emergency Layoff**

**12:06** In the event of a major machine breakdown, power failure, water failure, fire, or flood, then the Company may lay off the employees affected without regard to seniority and will be permitted up to two (2) working days to determine seniority rights and make proper adjustments to staff, provided that no employee may be laid off out of seniority for more than five (5) working days in a calendar year. In the case of other similar circumstances, beyond the control of the Company, the action to be taken shall be determined by mutual agreement of the parties. The Local Union President, and in his absence, the Vice-President or Chief Steward will be notified immediately, where possible, by the operations managers or their superior

prior to this clause being invoked. When this clause is invoked, the Union will be notified in writing of the employees affected in a reasonable time.

## **Severance Allowance**

### **12:07 (a) Conditions of Allowance**

When the Company closes permanently a Distribution Center, or discontinues permanently a department or substantial portion thereof and terminates the employment of individuals, an employee whose employment is terminated as a result thereof because he was not entitled to other employment with the Company pursuant to the provisions of the seniority article of this Agreement, shall be entitled to a severance allowance in accordance with and subject to the following provisions:

### **(b) Eligibility**

Such an employee, to be eligible for a severance allowance, shall have accumulated three (3) or more years of continuous Company service as computed in accordance with the seniority article of this Agreement.

### **(c) Scale of Allowance**

An eligible individual shall receive severance allowance based on one (1) week of pay for each year of continuous Company service with no cap.

(d) **Calculation of Allowance**

A week's severance allowance shall be determined in accordance with the provisions for calculation of vacation allowance as set forth in the vacations article of this Agreement.

(e) **Payment of Allowance and Termination**

Payment shall be made in a lump sum at the time of termination.

Acceptance of severance allowance shall terminate employment and continuous service for all purposes under this Agreement.

Payments made under this provision will not be duplicated by any monies payable under the Employment Standards Act.

**ARTICLE 13 - RECALL**

**13:01** Employees on layoff will be recalled in inverse order of seniority with the senior employee being the first to be recalled.

**13:02** No new employees will be hired until all laid off employees are offered the opportunity to return to work.



**13:03** Employees that are displaced from their job as a result of a layoff must return to their classification in the area the employee worked, once work becomes available, before any such job is posted.

**13:04** Employees displaced due to a bump or surplus must return to their posted for job classification when so requested.

#### **ARTICLE 14 - LOSS OF SENIORITY**

**14:01** Seniority shall be lost and the employee considered terminated if

- he:
- (a) resigns;
  - (b) retires or is retired under the terms and provisions of the pension plan;
  - (c) on recall from layoff, fails to return to work or advise the Company of his availability to return to work within five (5) working days from the posting date of the registered letter of recall addressed to the employee's last known address shown on the Company records unless reasonable excuse is given;
  - (d) is laid off through lack of work if not given notice of recall within a period equal to his seniority at date of layoff;

- (e) is discharged and such discharge is not reversed through the grievance and/or arbitration procedure;
- (f) fails to return to work upon the expiration of a leave of absence unless prevented from doing so for reasons beyond his control.

**14:02** After ten (10) years' seniority, there would be no loss of seniority through layoff for lack of work.

## **ARTICLE 15 - JOB POSTINGS**

**15:01** A request for a transfer to a different area within an employee's job classification may be filed with the Human Resources Department. When a vacancy occurs within an area, the most senior employee who has previously submitted a transfer request applicable to such vacancy will be transferred to the area in question. The resulting vacancy within the classification will then be posted in accordance with the job posting procedures.

**15:02** All job postings will be posted for three (3) working days.

**15:03** Postings will be done on a Distribution Center wide basis. The Union will receive a copy of the names of the applicants upon completion of the posting period.

Job postings will include the following: classification, hourly rate, special requirements and expected start date.

Temporary job postings may be done on a Distribution Center wide basis to cover maternity/parental and/or medical leave with an expected duration, by mutual agreement of the parties.

During their interview, employees will be advised of the approximate date when the new job would become effective. The successful candidates will be required to accept the position. The transfer will then be made as quickly as possible. The Company will post the name of the successful candidate and provide a copy to the union.

**15:04** An employee shall not be entitled to bid for such job if he has been accepted to a prior job posting within a six (6) month period, unless agreed upon by the manager for whom the employee works. An employee bidding

for such a job must do so by written notice to the Human Resources Department within the said period.

**15:05** The selection of job posting applicants will be conducted on the basis of seniority. Where lead hands are concerned, it is recognized that skill and ability take precedence over seniority, and where two (2) or more employees have approximately equal standing in skill and ability, seniority shall govern.

**15:06** Any vacancies resulting from a job posting will be filled in the following order:

- (a) recall
- (b) request for transfer
- (c) job posting procedure.

**15:07** During a recall situation, to avoid production delays, the Company may recall an employee and then post for the initial vacancy.

**15:08 (a)** If for any reason a vacancy within the Bargaining Unit cannot be filled from within the unit, then applications received from Local 3789-02 will be considered.

**(b)** A member from Local 3789-02 who is a successful applicant will start at the new employee wage rate and after thirty (30) months in Local 3789 will get full seniority to most recent date of hire.

**15:09** In the event a posting is unable to be filled due to a lack of applicants, the Company shall have the right to hire from outside for a period of up to forty-five (45) days. If the forty-five (45) days should expire and the job is not yet filled, then the Company shall re-post the job in the Distribution Center.

**15:10** On any posting, the successful applicant shall, under normal circumstances, be moved to the job within a ten (10) working day period after acceptance onto the job. The Company is prepared to explain undue delays to the Union. If said employee is not moved within ten (10) days, the employee shall be paid the rate of the new job from that date, or present earnings, whichever is greater.

## **ARTICLE 16 - TEMPORARY TRANSFERS**

**16:01** Provided the employee possesses the skill and ability to perform the work in question, the senior employee in the department will be given preference in upgrading and the junior employee in a classification will be

first to be transferred to a lower rated job. Temporary transfers will proceed as follows:

Temporary Transfers -- A temporary transfer will not exceed fifteen (15) working days unless by mutual agreement, after which time the job shall be posted. An employee temporarily transferred will return to his old job after the completion of his temporary assignment or after a maximum of fifteen (15) working days in the temporary position. An employee so transferred at the Company's request shall be paid his hourly rate or the rate of the job to which he is transferred, whichever is the greater.

The Union will be notified immediately when a temporary transfer occurs along with the name of the employee, the job transferred to, the duration, and the wages being paid.

The Parties agree that temporary transfers shall not be abused or invoked to avoid the job posting procedure.

**16:02** Permanent work assignments between wage groups shall be made under the Job Posting provisions.

**16:03** Work assignments within the same wage group shall be as required.

### **Transfers from the Union**

**16:04** Bargaining Unit employees who are transferred outside the Bargaining Unit and return will lose all Bargaining Unit seniority for purposes of layoff, recall, transfers or job postings, unless they return to the Bargaining Unit within six (6) months. During that period the employee has the right to return to the Bargaining Unit if he so desires, with full seniority.

**16:05** Any such employee returning to the Distribution Center Bargaining Unit shall be governed by the same terms as now outlined in Article 3:02.

### **ARTICLE 17 - LEAVES OF ABSENCE**

**17:01** Leaves of absence may be granted to employees, upon written request, for personal reasons, without pay. The Company reserves the right to refuse such leaves if production requirements do not permit. The Company's permission will not be unreasonably withheld. The floor supervision shall have the authority to approve leaves of absence of one (1) week or less. Any such approved leave of absence shall not be counted against the employee for disciplinary reasons.

## **Union Leave of Absence**

**17:02** Leaves of absence, without pay, will be granted to employees for legitimate Union business upon written request from the President of the Local Union. The Union, whenever possible, will give advance notice of one (1) week for leaves of absence with a maximum of three (3) members granted leave at any one time.

**17:03** Extended leaves of absence, without pay, will be granted to employees elected or appointed to staff positions with the International Union upon written request from the International Union.

**17:04** The Local Union President will be notified of all leaves granted.

## **Educational Leave**

**17:05** Leaves of absence will be granted to employees for legitimate union education classes upon written request from the president of the local union. The Union, whenever possible, will give advance notice of one (1) week for leaves of absence with a maximum of three (3) members granted leave at any one time. Such leave is limited to one hundred and sixty (160) hours in total for Local 3789 U.S.W. in any contract year. Such leave will be paid at the employee's hourly rate.



## **Maternity and Parental Leave**

**17:06** Maternity and parental leave shall be granted in accordance with the current Ontario Employment Standards Act. The Company and Union agree to review Parental Leave as it pertains to the employee's right to return to the same job or job of equal pay, if and/or when the existing Employment Standards Act is amended in such a way that the worker's right to return is jeopardized.

If verifiable medical complications occur outside of the period of time covered by E.I. benefits, the Weekly Indemnity plan will become effective.

A female employee returning to work after a maternity leave of absence must provide the Company with a doctor's certificate that she is physically capable of resuming her normal duties.

The above-mentioned employee shall notify the Company's Human Resources Department of her intention to return to work at least two (2) weeks prior to the anticipated date of return.

## **Ontario Employment Standards Act**

**17:07** Other statutory Leaves of Absence will be granted in accordance with the current Ontario Employment Standards Act, as amended from time to time.

### **Bereavement Clause**

**17:08** (a) Employees shall be entitled to take up to five (5) consecutive working days off with pay in the event of the death of an employee's child, mother, father or current spouse. In extenuating circumstances and upon request, two (2) of the five (5) days may be used at a later date, if required.

(b) Employees shall be entitled to take up to three (3) consecutive working days off with pay, in the event of a death in their immediate family. Immediate family is meant to be: mother-in-law, father-in-law, brother, sister, grandchild of the employee, and the grandparents of the employee or spouse.

(c) One (1) day with pay, to attend the funeral, will be granted to the employee in the death of his or her daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

(d) It is understood and agreed that step-parents, step-grandparents, step-children, legal guardians and common-law relationships are covered by the above.

### **Court Duty**

**17:09** The Company will pay an employee who is required to serve on a jury or appear as a witness, the difference between his normal earnings for the time he was absent and the payment he received for jury duty or appearing as a witness. The employee will present proof of attendance and the amount of pay received.

### **ARTICLE 18 - PLACEMENT OF PHYSICALLY RESTRICTED EMPLOYEES**

**18:01** Employees who are unable to perform their regular work as a result of an industrial accident, age or other infirmity, may be exempted from the seniority provisions by mutual agreement between the Company and the Negotiating Committee and the disabled worker involved. The Company will make every effort to give such employees preference on any work which they are capable of performing.

## **ARTICLE 19 - SUBCONTRACTING**

**19:01** The Company agrees that any work normally performed by employees in the bargaining unit, belongs to the bargaining unit and may not be contracted out, provided the bargaining unit can meet or improve on the schedule and/or competitive costs.

In the event of these circumstances the Company shall advise the Union in writing at least one week prior to awarding a contract for the work in question. Should circumstances not permit the Company to give 1 weeks notice, the Company will give the union written notice within 2 days following the work being contracted out.

**19:02** It is also understood that, whenever possible, work which must be contracted out, should be performed by U.S.W. represented employees, or failing that, workers represented by other Unions.

## **ARTICLE 20 - OPEN END WAGE CLAUSE**

**20:01** It is agreed that the wage and hours of work structure may be re-opened for discussion at any time during the contract year with reasonable notice.

## **ARTICLE 21 - BULLETIN BOARDS**

**21:01** The Company agrees to allow the Union, at Union cost, four (4) bulletin boards at convenient locations, to post Union-approved notices. The Company reserves the right to remove any materials deemed unsuitable.

## **ARTICLE 22 - COPIES OF THE AGREEMENT**

**22:01** The Company and the Union desire every employee to be familiar with the provisions of this Agreement, and his rights and duties under it. For this reason the Company will print the Agreement and management will give a copy to each employee and give copies to the Union such as it may require; also the book shall be printed by A. O. Smith Enterprises Ltd., or by a Union shop, and shall be of pocket size.

## **ARTICLE 23 - SCHEDULES AND APPENDICES**

**23:01** The following schedules and appendices will be attached to this Agreement and be part of this Agreement:

Agreement Re: Commitment to Quality	Schedule "A"
Agreement Re: Safety and Health	Schedule "B"
Job Classification, Wage Rates	Schedule "C"

Cost of Living Allowance	Schedule "D"
Working Conditions	Schedule "E"
Vacations	Schedule "F"
Zones for Stewards	Schedule "G"
Insurance Programs	Appendix I
Health Benefits	Appendix II
Pension Plan	Appendix III
Apprenticeship Program	Appendix IV
Letters of Intent	Appendix V
Letters of Agreement	Appendix VI
Glossary of Terms	Appendix VII

## ARTICLE 24 - DURATION

**24:01** This agreement shall become effective as of date of ratification and shall remain in effect for three (3) years, until October 31, 2019, and unless either party gives to the other party written notice of termination or of a desire to amend the Agreement within a ninety (90) day period prior to the termination date, then it shall continue in effect for a further year without change and so on from year to year thereafter.

Date signed: \_\_\_\_\_

Signed on behalf of:

### **For the Company**

John Weiler \_\_\_\_\_  
Director, Finance & Administration

Robert Henderson \_\_\_\_\_  
Manager, Canadian Operations

Nodine Kalcic \_\_\_\_\_  
Manager, Human Resources

### **For the Union**

Paul Schwantz \_\_\_\_\_  
President Local 3789

William McKee \_\_\_\_\_  
Vice President Local 3789

Emerson Woods \_\_\_\_\_  
Chief Steward Local 3789

Tim Dyer \_\_\_\_\_  
Financial Secretary Local 3789

Anita Bryan \_\_\_\_\_  
USW Staff Representative

## SCHEDULE C - JOB CLASSIFICATIONS

Job Group	Job Classifications	<u>11/01/2016</u>	<u>11/01/2017</u>	<u>11/01/2018</u>
Group 1	Labourer	\$18.99	\$19.34	\$19.69
Group 3	Highway Trucker	\$20.48	\$20.83	\$21.18
Group 5	Shipper	\$21.08	\$21.43	\$21.78
Group 8	Teardown/Conversion Commercial Line Assembler Returned Goods	\$22.49	\$22.84	\$23.19
Group 12	General Maintenance	\$28.45	\$28.80	\$29.15
Group 13	Field & Lab Technician Electronics Electrician	\$28.66	\$29.01	\$29.36

Leadhand allowance - \$0.40/hour  
 Stocktaking Rate – same as Base Hourly Rate  
 Press-shop Set-up Allowance - \$0.20/hour

New employee starting rate will be \$2.50/hour less than the hourly rate for their job classification. Incremental increases of \$0.50/hour will be paid for every six (6) months worked until the full hourly rate is reached. Skilled Trades and Highway Trucker (Group 3, 12 & 13) will be exempt.

All employees will participate in the Direct Deposit Payroll System. Employees will provide a voided cheque and/or pertinent information for the bank account in which they wish to have their pay deposited.

*Reference Letter of Understanding – Classifications under Appendix VI.*



## **SCHEDULE D – COST OF LIVING ALLOWANCE**

### **COST OF LIVING ALLOWANCE (C.O.L.A)**

**2:01**

#### **Year 1**

November 1, 2016 – using October 2016 C.P.I. Index (2002 = 100) after a trigger of 4% of C.P.I. Index (2002 = 100) for year 1, \$0.01 will be paid for each .075 increase after trigger has been hit. Payment will be made following the release of October 2017 C.P.I. Index number at the rate of full cents accumulated x 2080 hours.

#### **Year 2**

November 1, 2017 – using October 2017 C.P.I. Index (2002 = 100) after a trigger of 4% of C.P.I. Index (2002 = 100) for year 2, \$0.01 will be paid for each .075 increase after trigger has been hit. Payment will be made following the release of October 2018 C.P.I. Index number at the rate of full cents accumulated x 2080 hours.

#### **Year 3**

November 1, 2018 – using October 2018 C.P.I. Index (2002 = 100) after a trigger of 4% of C.P.I. Index (2002 = 100) for year 3, \$0.01 will be paid for each .075 increase after trigger has been hit. Payment will be made following the release of October 2019 C.P.I. Index number at the rate of full cents accumulated x 2080 hours.

#### **Shift Premium**

**3:01**

Employees required to work shift work will be paid an off-shift

premium of fifty-five (\$0.55) cents per hour for the second shift and sixty (\$0.60)

cents per hour for the third shift. Employees on two (2) shift basis will be paid an

off-shift premium of fifty-five (\$0.55) cents per hour.

## **SCHEDULE E - WORKING CONDITIONS**

1. The Distribution Center will work on a forty (40) hour week.

The normal shifts will be as follows:

First Shift -- 8 hour shift

7:00am to 3:30pm with one-half (1/2) hour unpaid lunch

Second Shift --8 hour shift

3:30pm to 12:00 midnight with one-half (1/2) hour unpaid lunch

Third Shift -- 8 hour shift

11:00pm to 7:30am with one-half (1/2) hour unpaid lunch

It is understood that the workload may necessitate changes in the starting and stopping times of shifts. The Company agrees to notify and explain in advance to the Union the need for such changes.

An employee who is required to change shifts will be given at least five (5) working days notice of such change, except in cases of emergency when twenty-four (24) hours notice will be given. In any situation, less notice may be considered when agreed upon by the affected employee(s). The employee who is prevented by a change in shift, from completing his regular shift, will be paid for the time which was not made available to him.

**2.** The normal daily hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any number of hours to be worked.

**3.** Overtime of one and one-half (1½) times the regular rate will be paid to all hourly paid employees for the first four (4) hours worked in excess of the normal daily hours of work and for the first four (4) hours on Saturday/Statutory Holiday, with the exception of the shifts which normally start or finish on the Saturday/Statutory Holiday.

Overtime at the rate of twice (2) the regular rate will be paid to all hourly paid employees for continuous hours worked in excess of four (4) hours overtime on a daily basis and for all hours worked on a Sunday, excepting the shifts which normally start or finish on the Sunday. After four (4) hours continuous work on a Saturday/Statutory Holiday, double (2) time will be paid.

In order to receive premium overtime hourly wages as described in Schedule E, all weekend overtime will require employees to work a regular scheduled forty (40) hour work week unless;

- a) An employee's regular scheduled forty (40) hour work week is interrupted due to a work related injury;
- b) An employee's regular scheduled forty (40) hour work week is interrupted due to a non work related injury and is covered subsequent to Appendix II – 1:01 Short Term Disability;
- c) An employee is absent and is excused by a Doctor's note acceptable to the Company justifying the absence;
- d) An employee has been approved for a Leave of Absence subsequent to Article 17 of the Collective Agreement;
- e) An employee is absent due to Statutory Holidays, vacation, and Jury Duty or Bereavement entitlements.

For the purpose of weekend overtime, afternoon shift weekend overtime may be scheduled on a Friday afternoon.

No overtime premium will be paid on shift differentials.

Any overtime required beyond 12 hours per employee in a four (4) week period will be on a voluntary basis. Overtime will only be mandated when the necessary volunteers are not available.

When overtime is required, it shall be offered on the following basis:

1. Employees who normally perform the job shall be awarded first opportunity to work the necessary overtime.
2. Employees in the same job classification within the department on the same shift.
3. Employees within the department capable of performing the work on the same shift.
4. Employees within the department capable of performing the work off shift if reasonable.
5. Employees outside the department capable of performing the work.

For weekend overtime available overtime lists will be posted allowing two (2) full working days notice for eligible employees to sign up. In the event there are not enough volunteers for the overtime posted the qualified employee with the least

amount of overtime hours recorded year to date, who has not volunteered, will be required to work. In the event of a tie, the least senior employee will be required to work. The final lists of volunteers and/or those selected, once posted, will serve as official notification of overtime to be performed. Any failure to attend the overtime, once the lists have been posted, will be treated as an absence. Employees volunteering or selected to work overtime will be expected to perform such overtime. Employees unable to report for such overtime must notify the Attendance Call-In Line prior to the overtime shift.

In cases of non-weekend overtime employees will be notified whenever possible at least two (2) hours prior to end of shift. In the event there are not enough volunteers for the overtime the qualified employee with the least amount of overtime hours recorded year to date, who has not volunteered, will be required to work. In the event of a tie, the least senior employee will be required to work. Any failure to attend the overtime will be treated as an absence. Employees volunteering or selected to work overtime will be expected to perform such overtime. Employees unable to report for such overtime must notify their Supervisor as soon as possible prior to the overtime shift.

4. Should it be agreed that an employee has been denied an overtime

opportunity to which he is entitled the remedy shall be that he is compensated accordingly.

**5.** Any employee required to work on a festive holiday shall be paid one and one-half (1-1/2) times the regular rate for all time worked on such holiday observed by the Company, with the exception of the shift which normally starts or finishes on the holiday.

**6.** Rest periods of ten (10) minutes in each half of a shift will be allowed.

7. The following holidays will be observed by the Company; namely:

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>New Years Day</b>		Monday January 1	Monday January 1	Tuesday January 1
<b>Family Day</b>		Monday February 20	Monday February 19	Monday February 18
<b>Good Friday</b>		Friday April 14	Friday March 30	Friday April 19
<b>Victoria Day</b>		Monday May 22	Monday May 21	Monday May 20
<b>Canada Day</b>		Monday July 3	Monday July 2	Monday July 1
<b>Civic Holiday</b>		Monday August 7	Monday August 6	Monday August 5
<b>Labour Day</b>		Monday September 4	Monday September 3	Monday September 2
<b>Thanksgiving</b>		Monday October 9	Monday October 8	Monday October 14
<b>Christmas Eve (Festive)</b>	Friday December 23	Friday December 22	Monday December 24	Tuesday December 24
<b>Christmas Day</b>	Monday December 26	Monday December 25	Tuesday December 25	Wednesday December 25
<b>Boxing Day</b>	Tuesday December 27	Tuesday December 26	Wednesday December 26	Thursday December 26
<b>Festive Holiday</b>	Wednesday December 28	Wednesday December 27	Thursday December 27	Friday December 27
<b>Festive Holiday</b>	Thursday December 29	Thursday December 28	Friday December 28	Monday December 30
<b>Festive Holiday</b>	Friday December 30	Friday December 29	Monday December 31	Tuesday December 31

Two (2) floating festive days to be used on the working day before Christmas or the working days between Boxing Day and New Year's Day with the expectation that there will be adequate coverage within the department on those days.

A list of volunteers accepted by seniority for the four (4) days will be posted by December 1st. Any resource requirements not filled by volunteers will be filled by reverse seniority.



**8.** The Company agrees to pay all employees at their respective hourly rate for the above holidays, provided the employee has twenty-five (25) working days seniority and that he works the scheduled shift before and the scheduled shift after the holiday unless ill, death in the family, or for excused absence on Union or Company business.

**9.** If an employee is summoned by the Company to return for the performance of any emergency work other than his regular scheduled working hours, he shall be paid at the rate of time and one-half (1-1/2) for all hours worked pursuant to such summons and shall, in any event, be paid for a minimum of four (4) hours work at the rate of time and one-half (1-1/2) even though he may have worked less than four (4) hours.

**10.** Any employee who reports for work when there is no work available for him, or in the event that only one (1) employee reports for work on the third shift, they shall be paid a minimum of four (4) hours pay at their regular hourly rate.

**11.** It is understood that employees will not absent themselves from work unnecessarily. Accordingly, an employee who is unable to report to work as

scheduled must notify the Attendance Call-In Line prior to the start of the first shift of absence.

**12.** If an employee remains away from work in excess of two (2) consecutive shifts without permission, or reporting to the Human Resources Department or their shift supervisor, except in cases of emergency, the employee will be subject to the steps of the Absenteeism Control Program and/or disciplinary procedure.

## **SCHEDULE F - VACATIONS**

**1.** After completion of one (1) year's service and having worked fifteen hundred (1,500) qualifying hours or more by July 1, two (2) weeks (ten [10] working days) vacation with pay, or four (4%) percent, whichever is the greater, will be granted.

After completion of five (5) year's service and having worked fifteen hundred (1,500) qualifying hours or more by July 1, three (3) weeks (fifteen [15] working days) vacation with pay, or six (6%) percent, whichever is the greater, will be granted.

After completion of ten (10) year's service and having worked fifteen hundred (1,500) qualifying hours or more by July 1, four (4) weeks (twenty [20] working days) vacation with pay, or eight (8%) percent, whichever is the greater, will be granted.

After completion of twenty (20) year's service and having worked fifteen hundred (1,500) qualifying hours or more by July 1, five (5) weeks (twenty-five [25] working days) vacation with pay, or ten (10%) percent, whichever is the greater, will be granted.

**NOTE: Retiring Employees**

All retiring employees will receive full holiday pay based on their entitlement in the year of their retirement, unless the employee has used a portion or all of that entitlement during the year.

2. All employees, who by July 1 in a current year have worked less than fifteen hundred (1,500) qualifying hours since the previous July 1, shall receive vacation pay equal to four (4%) percent, six (6%) percent, eight (8%) percent or ten (10%) percent of their earnings according to whether their seniority is as described in paragraph one.

**3.** a) Employees with less than one (1) year seniority by July 1 have entitlement to vacation time in hours calculated by number of weeks employed times 80 divided by 52 or 53 whichever applies.

b) Vacation hourly rate of pay is four (4) percent of gross earnings divided by the eligible vacation hours.

**4.** The vacation year will be from July 1 to June 30. Vacations will not accrue from one year to another.

**5.** Vacation for the period July 1 to June 30, requested by April 15<sup>th</sup> will be granted by seniority. Management will make vacation planners available to employees by April 1<sup>st</sup> for this purpose. Any outstanding vacation requested after April 15<sup>th</sup> will be granted on a first come, first served basis. Any vacation entitlement, as per the CBA, not taken by the end of the vacation year will be paid out on the second full work week following June 30<sup>th</sup>.

**6.** Remaining vacation may be taken at the employee's discretion in full weeks, full days, or 4 hour minimums. Where there are extenuating circumstances, vacation can be changed or cancelled by mutual agreement

between the company and the employee. Vacation will be paid when vacation is taken.

A minimum one (1) week notice shall be given to the supervisor concerned in these cases, provided, however, that lesser notice will be regarded as adequate when there are extenuating circumstances.

**7.** Provided an active employee has completed a years service prior to July 1st, a bonus of ninety (\$90) dollars for each week of vacation will be paid. Employees with twenty (20) years or more service will receive one hundred twenty-five (\$125) dollars per week of vacation rather than the ninety (\$90) dollars per week. This payment will be made on the first pay date following July 1<sup>st</sup>.

## **SCHEDULE G - ZONES FOR STEWARDS**

1. Zones for Stewards will be as follows:

A. O. Smith Enterprises Ltd.

Zone 1 -

Shipping, Site Services, Highway Truckers (two [2] stewards).

Zone 2 -

Commercial, Returned Goods, Tear down Conversion, Skilled Trade, Field and Lab Technician (one [1] steward).

## **APPENDIX I - INSURANCE PROGRAMS**

### **ARTICLE 1 - GROUP INSURANCES**

#### **1:01 Group Life Insurance**

All employees will, after having completed the probationary period, be insured under these plans. In accordance with the conditions set out in Sun Life Group Policy #101076, all active employees shall be entitled to the following:

as of August 1, 1999 -- thirty thousand (\$30,000.00) dollars

as of November 1, 2017 -- thirty-five thousand (\$35,000.00) dollars

The premiums for this insurance coverage will be one hundred (100%) percent paid by the Company.

#### **1:02 Accidental Death and Dismemberment**

In accordance with, and subject to, the limitations as set out in Sun Life Group Policy #101076, all active employees, without exception, shall be entitled to the following:

as of November 1, 2007 -- thirty thousand (\$30,000.00) dollars

as of November 1, 2017 -- thirty-five thousand (\$35,000.00) dollars

The premiums for this insurance coverage will be one hundred (100%) percent paid by the Company.

**1:03** In the event of any variation between this summarized information and the provisions of the Sun Life Policies, which are the governing documents, the latter will prevail.

## **APPENDIX II - HEALTH/SAFETY BENEFITS**

### **ARTICLE 1 - HEALTH BENEFITS**

All employees will, after having completed the probationary period, be insured under the terms and conditions of the various health benefits hereafter listed.

The Company will pay the premiums for these benefits for the duration of this Agreement and may change carriers with mutual consent.

#### **1:01 SHORT TERM DISABILITY (STD)(WEEKLY INDEMNITY)**

Short Term Disability Insurance on the basis of 1-1-5-17, E.I. if eligible for 15 weeks, subject to the terms and conditions of Sun Life Group Policy #56276.

The short term disability rate will be five hundred and thirty-seven (\$537.00) dollars weekly. Coverage will include out-patient services.

#### **1:02 LONG TERM DISABILITY INSURANCE (L.T.D.)**

Long Term Disability insurance will be provided on a flat monthly benefit of fifteen hundred (\$1500.00) dollars, payable upon certification of disability and following a thirty-two (32) week waiting period, all subject to the terms and conditions set out in the Sun Life Insurance Group Policy #101076.



## **1:03 SUN LIFE HEALTH BENEFIT PACKAGE**

The Company agrees to provide the Sun Life Health Benefit Package in accordance with the terms and conditions set out in the Sun Life Health Group Policy 56276. The basic coverages are as follows:

### **A. DRUG PLAN**

- a current tiered 80/50/20 co-payment plan including dispensing fees;
- remove over the counter drugs from formulary;
- all employees are to register their spouse and children for positive enrolment. Benefits will not be paid for persons not enrolled;

### **B. DENTAL PLAN**

- 80/20 co-payment, with a \$2000 Benefit Year Maximum for basic and denture services combined.
- One (1) year lag on O.D.A. Schedule of Fees; Effective January 1, 2017, the O.D.A. Schedule of Fees for 2016 will apply, effective January 1, 2018, the O.D.A. Schedule of Fees for 2017 will apply and effective January 1, 2019, the O.D.A. Schedule of Fees for 2018 will apply.
- check-ups and cleaning will be covered once every twelve (12) months;
- positive enrolment (as per drug plan);

### **C. VISION CARE PLAN**

Effective March 24, 2014, and for the duration of this Agreement, coverage will be three hundred (\$300.00) dollars (employees and dependents) towards the cost of prescription eyeglasses paid once every twenty-four (24) months.

### **D. HEARING AID PLAN**

Effective March 24, 2014, and for the duration of this agreement, coverage will be eight hundred (\$800.00) dollars, paid once every thirty-six (36) months (employees and dependents) toward the cost of purchasing a hearing aid.

### **E. EXTENDED HEALTH CARE PLAN**

Effective March 24, 2014, coverage will be as per the terms and conditions set out in the Sun Life Health Group Policy #56276. Paramedical coverage at \$300 per paramedical (reasonable & customary per visit) per contract year. Paramedical consists of Speech Therapist, Licensed Psychologist, Licensed Physiotherapy, Licensed Massage and Licensed Chiropractor.

## **ARTICLE 2 - SAFETY BENEFIT**

**2:01** The Company agrees to pay one hundred and fifty (\$150.00) dollars per contract year toward the purchase of safety shoes and high visibility clothing upon proof of purchase for permanent employees.

### **APPENDIX III - THE PENSION PLAN**

**1:01** All employees shall be enrolled as members of The Steelworkers' Pension Plan (Ontario Registration Number 0222737), (the "Pension Plan") upon completion of the employee's probationary period.

**1:02** The Company acknowledges that the administration of the Pension Plan shall be performed by trustees appointed by the Union. The Company agrees that the administration of the Pension Plan and the benefits to be provided by the Pension Plan shall be determined by the Pension Plan documents adopted by the trustees. The Company agrees that it and the employees shall be bound by and adhere to the terms of such Pension Plan documents, provided however that in no event shall the obligations of the Company to make contributions to the Pension Plan be greater than that set out in paragraph 1:03.

**1:03** Effective November 1, 2016, the Company shall make contributions to the Pension Plan at the rate of two dollars and thirty five cents (\$2.35) per hour for each member of the Plan. Effective November 1, 2017, the Company shall make contributions to the Pension Plan at the rate of two dollars and forty five cents (\$2.45) per hour for each member of the Plan. Effective November 1, 2018, the Company shall make contributions to the Pension Plan at the rate of two dollars and fifty five cents (\$2.55) per hour for each member of the Plan.

Such contribution shall be made on the basis of a forty (40) hour work week and shall be made for fifty-two (52) weeks per year, except in years with fifty three (53) weeks per year; in that case the contribution shall be made for fifty three (53) weeks per year provided that such member is on the seniority list in accordance with the provisions of paragraph 1:04. Contributions are due on the fifth (5th) working day of each month following the month for which the contributions are payable. In addition to making contributions, the Company shall provide all information which the trustees of the Pension Plan may require for the effective administration of the Pension Plan including the hours of work for all members, their names, addresses, dates of birth, social insurance numbers, spousal status and similar information.

**1:04** For the purposes of pension contributions only, the seniority list shall be deemed to include all employees receiving wages or salary, vacation pay, holiday pay, sickness benefits, Workers' Compensation, LTD, employees absent for Union business, bereavement and any other approved leave. For the purpose of pension contributions, employees shall be deemed to be removed from the seniority list only upon termination of employment or after a layoff. In the event any employee is terminated other than on the last day of a month, a pro-rated contribution shall be made on behalf of that employee based on the number of weeks or partial weeks worked during the month.

**1:05** No member contributions to the Pension Plan shall be required.

**1:06** The Company agrees that the employees will be able to retire at their option under the terms of the Pension Plan.

**1:07** It is the intention of the Company and the Union that pension contributions should be deductible by the Company under the Income Tax Act (Canada). If the Company is not permitted by Revenue Canada to deduct contributions under the Income Tax Act (Canada), the Company and the Union shall meet to discuss and implement measures which are required to ensure that the contributions are deductible or to agree upon alternate contributions which will be deductible, all of which shall be done to preserve so far as possible the original intent and meaning of the Pension Plan.

**1:08** The Company shall pay lost time for two (2) trustees to attend trustees' meetings for a maximum of three (3) days per trustee in each year of this agreement and grant leaves of absence without pay as may be required to permit them to attend a maximum of a further three (3) meetings per trustee in each year of the agreement. In addition, an employee who is newly appointed as a trustee shall be paid lost time to a maximum of five (5) additional days to permit the employee to attend a training program relating to pension plan

administration. The Union agrees to promptly notify, in writing, each A. O. Smith Enterprises Ltd. operating company of the identity of all employees selected to serve as trustees. The Union further agrees to notify, in writing, each A. O. Smith Enterprises Ltd. operating company at least two (2) weeks in advance of the time when the trustees will require time off work for the purpose of attending trustee meetings.

**1:09** The Company and Union agree to co-ordinate the payment of benefits to members of the Pension Plan who were also members of former or predecessor pension plans maintained by the Company for employees. When a member is terminating his employment and has a pension entitlement, a representative of the Company's Human Resources Department will contact the Union's pension representative to determine the amount of the employee's entitlement and pension options, if any. This information will be recorded by the Union's pension representative on a prescribed form and given to the Human Resources Department. The Human Resources Department will convey this information to the employee when the employee's termination of employment is being processed.

**1:10** The Company agrees that it is responsible for and agrees to indemnify and save harmless the Pension Plan, Union and trustees from, against in respect of any and all claims that the Plan, Union or trustees may suffer or incur in connection with pension benefits attributable to the period prior to

August 1, 1990, and based on the Pension Plan provisions in effect as of July 31, 1990.

**1:11** The Company will pay one hundred (100%) percent of cost for one thousand dollars (\$1,000.00) life insurance for retirees.

## APPENDIX IV - STANDARDS OF APPRENTICESHIP

### INDEX

	<u>Page</u>
Definitions .....	81
Application .....	82
Apprenticeship Eligibility Requirements .....	83
Credit for Previous Experience & Academic Training .....	85
Term of Apprenticeship .....	85
Probationary Period .....	85
Hours of Work .....	86
Ratio .....	86
Discipline .....	87
Wages .....	87
Academic Training.....	89
Joint Apprenticeship Committee.....	90
Supervision of Apprentices.....	92
Consultants.....	93
Seniority.....	93
Apprenticeship Agreement .....	94
Certificate of Completion of Apprenticeship .....	95
Schedule of Work Processes .....	95
General.....	96



## **APPRENTICESHIP STANDARDS**

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the International Union, the United Steelworkers and its Local 3789.

### **PURPOSE**

The purpose of these standards is to make certain that extreme care is exercised in the selection of apprentices and that the methods of training are uniform and sound with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workmen at the conclusion of the training period.

## **APPRENTICESHIP STANDARDS**

### **ARTICLE 1 - DEFINITIONS**

**1:01** The term "Company" shall mean A. O. Smith Enterprises Ltd., Hill Street, Fergus, Ontario.

**1:02** The term "Union" shall mean the duly authorized representatives of the International Union, the United Steelworkers and its Local 3789.

**1:03** "Registration Agency" on labour standards shall mean the Industrial Training Branch, Ontario Ministry of Labour. "Registration Agency" for the apprentice as a student covering related instruction, shall mean ordinarily a secondary or technical school under the jurisdiction of a Board of Education in the Province of Ontario.

**1:04** "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and his parent or guardian if he is a minor, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.

**1:05** "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he has been assigned under these standards and who is covered by a written agreement with the Company providing for his training in accordance with these Standards of Apprenticeship and who is registered with the Registration Agencies.

**1:06** "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.

**1:07** "Supervisor of Apprentices" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these Standards of Apprenticeship.

**1:08** "Standards of Apprenticeship" shall mean this entire document, including these definitions.

## **ARTICLE II - APPLICATION**

**2:01** Application for apprenticeship will be received by the Human Resources Department of the Company from applicants considering themselves eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee. However, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company. It is also agreed that when an applicant who is an employee is not selected for an apprenticeship, this does not constitute a matter for grievance under the Collective Agreement. Any rejection of an employee shall be based strictly on qualifications.

## **ARTICLE III - APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

**3:01** In order to be eligible for apprenticeship under these standards, the applicant should meet the following qualifications:

- (a) He must have a secondary school diploma or its educational equivalent.
- (b) Preferred age is between eighteen (18) and twenty-six (26) years; however, age will not restrict consideration.
- (c) Notwithstanding other provisions of this Agreement, any employee, other than those classified as apprentices, may file an application for an opening in the apprentices program. Where the qualifications of the employee - applicant and the non-employee-applicant are approximately equal, the employee- applicant will be given preference. An employee accepted for apprentice training shall have his wage rate adjusted to the starting rate of the apprentice rate schedule.

Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for applicants who have unusual qualifications.

It is understood that all applicants must successfully pass the Company's regular employment requirements.

## **ARTICLE IV - CREDIT FOR PREVIOUS EXPERIENCE AND ACADEMIC TRAINING**

**4:01** At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of the apprentice's probationary period. Credit is to be afforded based on a scale which evaluates substantiated applicable experience, and extent of academic achievement in a secondary school providing a recognized science and technology academic schedule.

## **ARTICLE V - TERM OF APPRENTICESHIP**

**5:01** The term of apprenticeship shall be established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in the Appendix attached hereto.

## **ARTICLE VI - PROBATIONARY PERIOD**

**6:01** The first five hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The Registration Agencies shall be advised of all such cancellations.

## **ARTICLE VII - HOURS OF WORK**

**7:01** Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen employed by the Company. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen established by these standards is maintained.

## **ARTICLE VIII - RATIO**

**8:01** The ratio of apprentices to journeymen shall be determined by the employee requirements in the trade in which men are apprenticed.

**8:02** If layoffs become necessary, apprentices shall be laid off to maintain the established ratio. For the trade of toolmaker, the ratio shall not exceed one (1) toolmaker apprentice to three (3) journeymen toolmakers. For the trade of electrician, the ratio shall not exceed one (1) electrician apprentice to three (3) journeymen electricians. For the trade of millwright, the ratio shall not exceed one (1) millwright apprentice to three (3) journeymen millwrights.

## **ARTICLE IX - DISCIPLINE**

**9:01** The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for such cause as:

- (a) inability to learn,
- (b) unreliability,
- (c) unsatisfactory work,
- (d) lack of interest in his work or education,
- (e) improper conduct, or
- (f) failure to attend classroom instruction regularly.

It is understood that the final decision on disciplinary action is the responsibility of the Company.

## **ARTICLE X - WAGES**

**10:01** Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:  
First one thousand (1,000) hours -- not less than sixty-five (65%) percent of the journeyman's wage rate.

Second one thousand (1,000) hours -- not less than seventy (70%) percent of the journeyman's wage rate

Third one thousand (1,000) hours -- not less than seventy-five (75%) percent of the journeyman's wage rate

Fourth one thousand (1,000) hours -- not less than eighty (80%) percent of the journeyman's wage rate

Fifth one thousand (1,000) hours -- not less than eighty-five (85%) percent of the journeyman's wage rate

Sixth one thousand (1,000) hours -- not less than ninety (90%) percent of the journeyman's wage rate

Seventh one thousand (1,000) hours -- not less than ninety-five (95%) percent of the journeyman's wage rate

Eighth one thousand (1,000) hours to successful completion of final exam -- not less than ninety-five (95%) percent of the journeyman's wage rate.

The apprentice shall also receive the annual increases pro-rated at the above percentages, accorded all other Distribution Center employees, where such contract provisions exist. Cost of Living Allowance will be paid in full amount, not pro-rated.

**10:02** Hours of work spent in classroom instruction shall not be considered hours of work in computing overtime.

**10:03** Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.



**10:04** When an apprentice has completed eight thousand (8,000) hours of training, passed the final examination, and after recommendation for journeyman's certificate by the Committee, the apprentice is to receive not less than the minimum rate to skilled journeymen in the trade in which the apprenticeship has been served. This rate shall be retro-active to the completion of the eight thousand (8,000) hours of training, provided all the previously stated conditions are met.

**10:05** Apprentices shall not be paid for attendance at night school unless they are employed on the night shift and are required to attend night school, in the same manner as a day course. If an applicant is required to attend a day school course in addition to his night school training, he shall receive the difference between the pay appropriate to his apprenticeship period and any compensation paid to him by any government agency.

## **ARTICLE XI - ACADEMIC TRAINING**

**11:01** Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modifications may be made to the schedules on the recommendation of the Committee, subject to final approval by the Company.

The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

## **ARTICLE XII - JOINT APPRENTICESHIP COMMITTEE**

**12:01** There is hereby established a Joint Apprenticeship Committee as defined in Article I. This Committee shall be composed of six (6) members, three (3) representing the Company and three (3) employees representing the Union. The chairman shall be the Supervisor of Apprentices and shall be a member of the Committee. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

1. To see that each prospective apprentice is interviewed and impressed with the responsibilities he is about to accept as well as the benefits he will receive.
2. To accept or reject applicants for apprenticeship subject to final approval by the Human Resources Department of the Company as provided in Article II.
3. To hear and decide on questions involving apprentices which relate to their apprenticeship.
4. To determine the scale of credits for previous experience and academic training.

5. To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he is delinquent in his progress.
6. To offer constructive suggestions for the improvement of training on the job.
7. To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.
8. To review the supervisor's monthly report on each apprentice.
9. In general, to be responsible for the successful operation of the apprenticeship standards in the Distribution Center and the successful completion of the apprenticeship by the apprentices under these standards.

## **ARTICLE XIII - SUPERVISION OF APPRENTICES**

**13:01** Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

**13:02** The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the Supervisor under whom the apprentices receive direction, instruction and experience. Supervisors shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

## **ARTICLE XIV - CONSULTANTS**

**14:01** The Committee may request interested agencies or organizations to designate a representative to serve as Consultant. Consultants may be asked to participate without vote in conferences on problems related to apprenticeship training which affect the agencies they represent.

## **ARTICLE XV - SENIORITY**

**15:01** The apprentices will exercise their seniority in their own group. For example, if there are four (4) apprentices in the trade such as "Toolmaker" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first reinstated.

**15:02** Notwithstanding the provisions of the Collective Agreement, dated June 4, 1971, between the Company and the Union, of which these Apprenticeship Standards shall henceforward be a part, an employee with seniority who is selected for an apprenticeship shall be permitted, if affected by layoff during the first five hundred (500) hours of the apprenticeship, to return to his former job classification with the seniority date that he held immediately prior to becoming an apprentice.

After five hundred (500) hours as an apprentice, an apprentice shall have as his seniority date the date he was accepted as an apprentice for the sole purpose of departmental reduction in manpower in his chosen trade and shall not acquire or retain seniority rights to bump into any classification outside that of apprentice.

## **ARTICLE XVI - APPRENTICESHIP AGREEMENT**

**16:01** "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if he is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

**16:02** The following shall receive copies of the Apprenticeship Agreement:

1. the apprentice
2. the Company
3. the Committee
4. the Registration Agencies
5. the Local Union
6. the United Steelworkers

## **ARTICLE XVII - CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

**17:01** Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ontario Ministry of Colleges & Universities, that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.

## **ARTICLE XVIII - SCHEDULE OF WORK PROCESSES**

**18:01** The schedule of work processes and related training shall be established by the Company and the Union for the following trades:

Tool & Die Maker

Electrician

Precision Machinist

Millwright

**18:02** In the event the Company decides to employ apprentices in other trades, and after consultation with the Joint Apprenticeship Committee, the Company, the Union and the International Union will meet to approve such modifications to the Apprenticeship Standards.

**18:03** In the event of the introduction of new techniques, processes or innovations in the Fergus Distribution Center, which in the interests of the parties require modification to the schedule of work processes set forth in the Apprenticeship Agreement, which have been so recommended by the Joint Apprenticeship Committee, the Company, the Union and the International Union will meet to approve such modifications to the Apprenticeship Standards. A copy of such amendments will be furnished to each apprentice employed by the Company, together with the Registration Agencies.

## **ARTICLE XIX - GENERAL**

**19:01** The apprentice shall be required to provide himself with a toolbox and a complete set of tools of his trade.

**19:02** The schedule of work processes attached as Appendix I and Appendix II serves only as a guide and may be altered as outlined in Articles XII and XVIII to meet the requirements of the trades in the Fergus Distribution Center.



## **APPENDIX V - LETTERS OF INTENT**

### **Re: New Divisions**

1. The parties agree that in the event of the introduction of additional divisions to the Fergus site, any personnel employed in Union jobs will be kept on a separate seniority list for a period of three (3) years to allow the division to consolidate. At the end of the three (3) year period, seniority will be integrated with the Fergus site seniority.

### **Re: Welders and Welder Trainees**

2. As discussed with the Bargaining Committee of Local 3789 re the shortage of available welders in the Fergus area, the Company is prepared to initiate the following measures to ensure an availability of welders in the future.

(a) Contact the employees in the shop who have welding skills or an interest in learning to weld by notice on the notice boards and by personal letter to the employees.

(b) Provide a training course in arc and machine welding to enable interested employees to upgrade their skills in welding.

(c) Protect the seniority of any employee electing to take welder's training or accepting a welder's job for a period of forty-five (45) working days.

Should the employee decide during this period he wishes to return to his former job, he will be returned with no loss of seniority at his request. The Company reserves the right to return any employee during this period to his former job with no loss of seniority to the employee after the reason has been explained to the employee involved.

If, after the forty-five (45) day period, the employee elects to remain on the welding job, his seniority will be moved to that classification and division to which he has been assigned.

It is the desire of the Company to provide a formal long range training program to enable employees to secure welders certificates and upgrade welding certificates recognized by the Canadian Welding Bureau.

## **Re: Alcohol and Drug Addiction Program**

**3.** Between Local 3789 U.S.W. and A. O. Smith Enterprises Ltd., Hill Street Site, Fergus, Ontario.

The Company and the Union, recognizing the need for a program to cover situations arising from employees who have unsatisfactory work performances due to alcohol or drug addiction, agree to the following amendments to the Collective Agreement:

(a) The Company and the Union agree to co-operate to the fullest extent in the program of rehabilitation of employees referred to the program in the manner herein set forth.

(b) (1) In the case of an employee whose work performance is unsatisfactory and strong evidence exists that the unsatisfactory work performance is due to an addiction problem, the employee concerned will receive a corrective interview from his immediate supervisor as per Clause 8:01 of the Collective Agreement.

(2) In the event the unsatisfactory work performance continues, the employee will receive a second interview with his immediate

supervisor, the Director, Finance and Administration and the President of the Local. If at this meeting, in the opinion of the supervisor, the Director, Finance and Administration, and the President of the Local or their alternates, the need for a medical opinion is evident, the employee will be referred to the Company doctor for a complete medical diagnosis.

(3) If in the opinion of the Company doctor, treatment is required for addiction and that indeed is the problem, the employee will attend a further meeting with the Director, Finance and Administration and the President of the Local. At this meeting he will be asked to accept assistance from a professional organization and a commitment to follow any prescribed program of treatment recommended by such organization.

(4) An employee consenting to take treatment will be informed that he must follow explicitly the schedule of treatment outlined by the assisting agency or physicians working with the agency. Failure to comply with prescribed treatment will result in the normal disciplinary procedures being followed.

(5) If the employee does not agree to accept such treatment at this meeting, the employee will be informed that unsatisfactory work performance will be dealt with under the normal disciplinary procedures followed by the Company.

(c) In the case of an employee voluntarily seeking assistance for an addiction problem, the procedure will be as follows:

(1) The employee will contact the Director, Finance and Administration, who after consultation will recommend the employee be examined by a physician of his choice.

(2) If, in the opinion of the physician, the employee requires treatment, the employee will be referred to the appropriate agency.

IT IS AGREED AND UNDERSTOOD ALL INFORMATION INVOLVING EMPLOYEES ON THIS PROGRAM WILL BE HELD IN STRICTEST CONFIDENCE.

The consulting agencies will be as follows, with the provision that further agencies may be used by mutual agreement between the parties: Addiction Research Foundation of Ontario, Addiction Services of the Wellington Dufferin Guelph Public Health Unit and the Lifeline Program of the U.S.W.

## **Re: Retention of Stewards in Their Zones**

4. The Stewards will be retained in the zone for which they are Stewards, providing that they are capable of performing the work that is being performed in the zone.

If they are unable to perform the work in the zone, then they will be transferred under Article 12:02 and will be treated the same as any other employee.

## **APPENDIX VI**

### **Letters of Agreement**

#### **1. Re: Medical Documentation**

The Company agrees to pay for medical documentation required by the insurance carrier and/or Human Resources Department. Documentation requested from those employees who are on the Absentee Control Program will be at their own expense.

#### **2. Re: Vacation Requests**

The Company will respond to vacation requests within 24 hours from the date of request.

#### **3. Re: Summer Students**

Should the need arise, the Union and the Company agree to hire up to twenty-five (25) summer students from May 1 until the day preceding the Labour Day long weekend in each year of the current Collective Agreement. Details of this arrangement will be mutually agreed upon between the parties in the first quarter of each respective year.

#### 4. **Re: Classifications**

The existing job classifications and grades not currently applicable will be maintained for future reference and will be referred to in the event any of the bargaining unit positions are reinstated in the future.

These classifications consist of:

- |                             |                                 |                                  |
|-----------------------------|---------------------------------|----------------------------------|
| Group 2                     | Group 7                         | Group 10                         |
| · Receiver                  | · Store Keeper                  | · Projection Welder              |
| · Maintenance Helper        | · Service Driver                | · Mill Room Attendant            |
| Group 3                     | · Back Line Repair              | · Enamel Operator                |
| · Receiving Inspector       | · Wash Operator                 | Group 11                         |
| · Plant Lubricator          | · Product Developer Assistant   | · Cut to Length Operator         |
| Group 4                     | · Material Organizer            | · Welder                         |
| · Inspector                 | Group 8                         | · Welder Inspector               |
| · Wire Harness Assembler    | · Quality Material Auditor      | · Carando Mill Operator          |
| Group 5                     | · Blower Line Assembler         | · Preventative Maintenance Tech. |
| · In Plant Trucker          | · Burner Assembler              | Group 12                         |
| · Quality Coordinator       | · Wire Harness Machine Operator | · Machinist (Precision)          |
| · Quality Auditor           | Group 9                         | · Maintenance Mechanic           |
| · Maintenance Helper Welder | · Press Operator                | · Electrician                    |
| Group 6                     | · Brake and Shear Operator      | Group 13                         |
| · Foam Line Assembler       | · Casing Fabricator             | · Tool & Die                     |
| · Main Line Assembler       | · Machine Operator              | · Product Developer              |
| · Sub Assembler             | · Bradbury Operator             |                                  |
|                             | · Spot Welder                   |                                  |
|                             | · Spray Painter                 |                                  |
|                             | · Foam Machine Operator         |                                  |
|                             | · Atlanta Grotnes Operator      |                                  |

#### 5. **Re: Vacation Language**

The parties agree to the following changes in Schedule F-Article 5 vacations and Schedule F-Article 6.

##### **Schedule F-Article 5:**

Vacation for the period July 1 to June 30, requested by April 15th will be granted by seniority. All employees will have the opportunity to book up to a maximum of two (2) weeks, ten (10) days in one (1) week blocks during prime months. Prime months are defined as May 1st to September 30th.

Any outstanding vacation requested after April 15th will be granted on a first come, first serve basis. Any vacation entitlement not taken by the end of the vacation year will be paid out on the second work week following June 30th.



## **Schedule F-Article 6**

Remaining vacation may be taken at the employee's discretion in full weeks, full days, or 1 hour minimums. Where there is extenuating circumstances, vacation can be changed or cancelled by mutual agreement between the company and the employee. Vacation will be paid when vacation is taken.

A minimum one (1) week notice shall be given to the supervisor concerned in these cases, provided, however, that lesser notice will be regarded as adequate when there are extenuating circumstances.

~~This agreement will be in effect until November 1, 2016.~~

This agreement can be cancelled for the following vacation season, at any time, provided either party is given written notice of that intent.

## **APPENDIX VII - A GLOSSARY OF TERMS**

The following words and phrases are given definition and meaning to clearly indicate the common and consistent interpretation to be placed on them by all persons using the description:

### **Ability**

A sufficiency of skill or competence to satisfactorily perform the work required of a job.

### **Call-In**

When an employee is asked to return to work for the performance of any emergency work in other than his regular scheduled working hours.

### **Canadian Operations Manager**

The Distribution Center official in charge of shipping.

### **Down Time**

Down time will be defined as forced idle time not within the worker's control.

### **Experimenting**

Testing to see if a method to be used in manufacture is practical; not to be used for production.

### **Grievance**

A real or imaginary cause for complaint for which redress is requested.

### **Instruction**

The action of demonstrating, physically or verbally, the method or procedure to be followed.

### **Layoff**

Termination of an employee's work due to work reduction and under which the employee possesses specific rights of recall.

### **Lead Hand**

A lead hand is a person selected to lead a group of employees in a department because of leadership qualities and the ability to understand and perform the work of the department. A lead hand has no disciplinary authority; however, he will assign work as required and report job failure. A lead hand will assist or replace employees within the department as required.

### **Machine Control Time**

The time in which a machine or process is operating and the operator is waiting, is a time which the operator cannot change.

## **Maintenance**

### **(a) Preventive Maintenance**

Covers oiling, changing of belts, shear pins, repairs to machines, to maintain machines in normal working order to prevent major machine failure. Could be required to assist site maintenance personnel on major repairs.

### **(b) Site Maintenance**

Covers building, major machine repairs, electrical installation, pneumatic, hydraulic, boiler room, power plant, janitorial services and ground maintenance.

## **Qualifying Hours**

Shall be all hours worked, all hours of earned vacations, statutory holidays, excused absence for Company or Union business, all hours for which compensation was received, and all hours for which weekly sick benefits are paid.

## **Suspend**

Temporary termination of an employee's work as a disciplinary measure.

## **Vacation Week**

Shall be paid at the employee's hourly rate or two (2) percent of previous years gross earnings, whichever is the greater.

## **Working Days**

Days on which work shifts are scheduled.

# 2016

## JANUARY

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

## FEBRUARY

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

## MARCH

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

## APRIL

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

## MAY

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

## JUNE

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

## JULY

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

## AUGUST

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

## SEPTEMBER

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

## OCTOBER

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

## NOVEMBER

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

## DECEMBER

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

# 2017

## JANUARY

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

## MARCH

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

## MAY

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

## JULY

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

## SEPTEMBER

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

## NOVEMBER

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

## FEBRUARY

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

## APRIL

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

## JUNE

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

## AUGUST

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

## OCTOBER

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

## DECEMBER

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

# 2018

## JANUARY

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

## MARCH

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

## MAY

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

## JULY

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

## SEPTEMBER

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

## NOVEMBER

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

## FEBRUARY

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

## APRIL

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

## JUNE

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

## AUGUST

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

## OCTOBER

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

## DECEMBER

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

# 2019

## JANUARY

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

## MARCH

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

## MAY

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

## JULY

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

## SEPTEMBER

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

## NOVEMBER

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

## FEBRUARY

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

## APRIL

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

## JUNE

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

## AUGUST

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

## OCTOBER

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

## DECEMBER

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