

MEMORANDUM  
OF  
AGREEMENT

*between*

**CROVEN CRYSTALS LTD.,**

*and*

**NATIONAIL AUTOMOBILE, AREOSPACE  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (C.A.W. - CANADA) AND  
IT'S LOCAL 1090**

**EFFECTIVE:  
JUNE 2, 1999 / JUNE 1, 2002**

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Memorandum of Agreement entered into this  
2nd day of June 1999

- between

CROVENCRYSTALS LTD.,  
of the town of Whitby in the province of Ontario  
hereinafter called "the Company"

- and -

NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (C.A.W. - CANADA)  
AND ITS LOCAL 1090  
hereinafter called "the Union"

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#### **ARTICLE 1 - PURPOSE**

- 1.01** The purpose of this Agreement is to establish the relationship between the Company and the Union; to prescribe wages, hours and working conditions for employees covered hereunder; and to provide prompt and equitable disposition of complaints or grievances without interruption of work or plant efficiency.

#### **ARTICLE 2 - RECOGNITION OF UNION**

- 2.01** The Company recognizes the Union as the exclusive bargaining agent for all its employees at its plant at Whitby, Ontario, save and except forepersons, persons above the rank of fore person, office and sales staff, production engineering and development engineering technicians, and college or technology students employed on a co-operative training basis.

### **ARTICLE 3 -MANAGEMENT RIGHTS**

- 3.01** The Union recognizes the right of the Company to hire, promote, transfer, demote, increase or decrease the work force; and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as provided herein.
- 3.02** The Union further recognizes the sole right of the Company to operate and manage its business in all aspects, to maintain order and efficiency in its plant or plants, to determine the location of its plant or plants, the products to be manufactured, the scheduling of production and the methods, processes and means of manufacturing.
- 3.03** The Union also acknowledges the right of the Company to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

### **ARTICLE 4 - BARGAINING UNIT**

- 4.01** Employees covered by this Agreement and referred to hereafter as employee or employees shall be only those employees represented by the Union as set forth in ARTICLE 2 of this Agreement.
- 4.02** Should the Company establish any other manufacturing plant in the Province of Ontario during the lifetime of this Agreement, the C.A.W. will be recognized as the bargaining agent for all employees save and except for those persons now excluded by Article 2.01 in this Collective Agreement.

#### ARTICLE 5 - NON DISCRIMINATION

- 5.01 The parties hereto agree that the terms and conditions of this Agreement now entered into shall be applied in compliance with the Human Rights Code.

#### ARTICLE 6 - **STRIKES** AND LOCKOUTS

- 6.01 In accordance with the LABOUR RELATIONS ACT of the Province of Ontario the parties hereto agree that there shall be no strike or lockout during the term of this Agreement.

#### ARTICLE 7 - UNION MEMBERSHIP AND DUES CHECK-OFF

- 7.01 It is agreed that as a condition of employment all employees who have completed their probationary period and attained seniority shall be members of the Union and remain members during the term of this Agreement. Therefore, present employees with seniority who are now members shall become members of the Union within thirty days and those hired subsequent to the effective date of this Agreement shall become Union members upon completion of their probationary period.
- 7.02 It is agreed that as a condition of employment all employees covered by this Agreement who have completed forty hours continuous employment, shall have the Union initiation fee and Union dues deducted from their wages. Therefore, from the first pay issued each month to each such employee, the Company agrees to deduct the monthly dues collectible under the bylaws and constitution of the Union. The Union will advise the Company in writing of the amounts of said dues to be collected. All such sums deducted, together with a record of those from whom the deductions have been made, their home

address and the amount, shall be forwarded to the Union within thirty days following the wage deductions.

ARTICLE: 8 - UNION REPRESENTATION

- 8.01** The Union shall be represented in the plant by four Committeepersons who will be known collectively as the Shop Committee, three of whom shall be on day shift and one on second shift. In the case of an absence, the Company will recognize an alternate, The Union will notify the Company of which four employees are to be Committeepersons and which of the four is to be Chairperson. In addition to the Shop Committee, there shall be two Shop Stewards and the Union will notify the Company of which two employees these shall be.
- 8.02** It is recognized that Committeepersons and/or steward have regular duties to perform in connection with their employment. However, Committeepersons and/or steward shall be permitted to leave their regular duties for a reasonable period, without loss of pay, to investigate and resolve grievances as provided under the terms of this Agreement, subject to the following conditions.
- a) When requesting to leave his/her regular duties to investigate and resolve grievances, a Committeeperson and/or steward shall give his/her foreperson one hour's notice, unless this requirement is waived by the Company due to special circumstances.
  - b) Before leaving his/her regular duties, Committeeperson and/or steward shall request a pass from his/her foreperson, which will not be unreasonably withheld. Before entering a department other than the one in which he/she is employed, the Committeeperson and/or steward shall present the pass to the foreperson of the department to be entered.

- 8.03 At any meeting between the Company and the Union, a National Representative and/or the Local Union President may be present.
- 8.04 The Chairperson will receive the highest rate in the plant except for Skilled Trades.
- 8.05 The company will make available to the Union, a locked office with furniture and a phone.

#### ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 All complaints or grievances arising under the provisions of this Agreement shall be dealt with as speedily and effectively as possible. If an employee, or one designated member of a group, has such a complaint the employee shall first consult with the foreperson concerned who will attempt to resolve it. Should the complaint remain unresolved it shall be deemed a grievance and dealt with as follows:

##### Step One (1)

The grievance shall be reduced to writing and the written grievance shall state the specific grounds on which it is based. The employee and a Committeeperson and/or steward shall then present the grievance to the foreperson concerned but it shall be optional to the Company to decline to consider any grievance the alleged circumstances of which occurred more than five working days prior to its presentation. In a case involving wages or benefits, the employee may have thirty calendar days in which to lodge a grievance. The foreperson shall submit a written reply within two working days following his/her receipt of the grievance.

#### Step Two (2)

If the forepersons' reply is not acceptable, the Committee person and/or steward may appeal the grievance to the Company Controller, not later than two work days following receipt of said reply. The Company Controller will then deal with the grievance and, if warranted, may convene a meeting between appropriate management personnel and the Shop Committee. At such meeting a consultant may participate on behalf of the Company and the Union National Representative may speak for the Union. The aggrieved employee may be present if called by either party. Whether or not such a meeting is held, the Company Controller shall render a decision in writing within five work days following his/her receipt of the appeal, unless this time is extended by mutual consent.

#### Step Three (3)

If the decision of the Company Controller is not acceptable, the Chairperson of the Shop Committee shall, within two work days following receipt of said decision, notify the Company President in writing that the grievance is unresolved. Within seven work days following receipt of such notification the Company President or the Company President's representative shall arrange a meeting between the appropriate Company and Union representatives to discuss and attempt to resolve the grievance. Within five work days following such meeting the Company President shall furnish the Chairperson of the Shop Committee with the Company's disposition of the grievance, in writing.



## **9.02 Arbitration**

If the Company's disposition of the grievance is not acceptable the grievance may be referred to arbitration, provided that if no written notice of such intent is received from the Union within ten days after said disposition was furnished, the grievance shall be deemed to have been settled or abandoned. Upon due notice to refer a grievance to arbitration the Company and the Union shall jointly agree upon an Arbitrator. Should they fail to agree within ten days, or such further time as may be mutually agreed upon, they shall request the Minister of Labour for the Province of Ontario to appoint an Arbitrator. The grievance shall immediately be referred to such agreed upon or appointed Arbitrator for an arbitration hearing to be held forthwith.

The Arbitrator shall not be empowered to change by his/her decision any provisions of this Agreement but shall be empowered to set aside or modify the penalty in event of suspension or discharge.

The decision of the Arbitrator shall be final and binding upon both parties to this Agreement and the employee or employees concerned.

The cost of the Arbitrator's services shall be equally shared by the Company and the Union.

## **9.03 Discipline, Suspension and Discharge**

- a) Before an employee is interviewed by a member of supervision for the purpose of investigating alleged misconduct, which may result in him/her being disciplined, suspended or discharged, he/she and his/her Committeeperson and/or steward will be notified

of such purpose and he/she will be notified of his/her right to have his/her Committeeperson and/or steward and/or Plant Chairperson present at such an interview.

- b) Any employee who has been suspended or discharged shall be advised in writing of the reason therefore, and before he/she is required to leave the plant he/she shall be permitted an interview with his/her Committeeperson and/or steward in an office designated by Management.
- c) No written warning shall be held against the record of any employee if such written warning is not given or mailed to the employee within three days after the date of the circumstances or conditions which gave rise to such suspension or written warning.
- d) Any written warning will remain against the employee's record for a period of nine calendar months, after which it will be destroyed and not used against him/her.
- e) The Committeeperson and/or steward and the Plant Chairperson will be given or mailed a copy of any written warning or notice of suspension or discharge as referred to in (b) herein as soon as possible, but in no event later than one working day of 24 hours after issuance of such warning or notice to the employee.
- f) A copy of any written warning slip shall be initialed and returned to the Company by a Committeeperson and/or steward.
- g) The attendance and disciplinary records of an employee shall be made available to the Committeeperson and/or steward upon a signed request by the employee provided a Company representative is present.

**9.04 Suspension or Discharge Grievance**

If a grievance is to ensue it shall be submitted in writing by the employee through the Chairperson of the Shop Committee to the Company President or his/her representative, not later than the end of the next work day following the suspension or discharge. Within two work days following receipt of such grievance the Company President or his/her representative shall arrange a meeting between the appropriate Company and Union representative.

Within two work days following such meeting, or such longer time as may be mutually agreed upon, the Company President or his/her representative shall furnish the Chairperson of the Shop Committee with the Company's disposition of the grievance, in writing. If said disposition is not acceptable the grievance may proceed to arbitration upon receipt of due notice from the Union within the time limits as prescribed in part 9.02 of this Article 9.

**9.05 Policy Grievance**

A policy grievance shall be defined and limited to one which alleges an actual violation of a specific provision of this Agreement and which could not properly be resolved at the lower steps of Grievance Procedure because of its nature and broad scope. Such policy grievance shall commence at Step Three of the Grievance Procedure.

**ARTICLE 10 -SENIORITY**

- 10.01** Seniority shall be the length of an employee's unbroken service with the Company, subject to any modification set forth herein.

- 10.02** An employee shall be considered on probation until after the employee has had active employment with the Company for forty- five work days, cumulative over nine consecutive months. Upon completion of the foregoing the employee's name shall be added to the seniority list as of forty-five days prior to the completion of probation. Should the employee be laid off or discharged while on probation the employee shall have no claim to be re-hired.
- 10.03** In the case of demotion, upgrading, reclassification or transfer of an employee, skill and ability shall be the governing factor. Where these are relatively equal seniority shall govern. The company may from time to time, for a period of less than a shift, move an employee who is not the least senior qualified employee. Where the Company does not move the least senior employee of equal skill and ability, the Company will advise the Union and provide an explanation.
- 10.04** Any student employed past forty-five (45) working days will be entitled to Statutory Holiday Pay. Students engaged during their summer vacation periods shall not accumulate seniority, unless they are subsequently employed by the Company on a full time basis at which time the provisions of 10.02 will apply.
- 10.05** Employees transferred to positions outside the bargaining unit and later returned to the bargaining unit shall retain their seniority as of the date they left the bargaining unit, but shall not accumulate seniority while in a position outside the bargaining unit.

For job posting, layoff and recall only, seniority for those returning from an excluded position to a bargaining unit position shall be the latest date of entry to the bargaining unit.

- 10.06 For purposes of layoff, recall and bumping only, Shop Committee person and/or steward shall be deemed to hold greater seniority than other employees in the bargaining unit.
- 10.07 In the event an employee loses seniority as a result of imprisonment for up to one year, in connection with an offence arising out of the operation of a motor vehicle, the provisions governing loss of seniority, and the employee's seniority shall be reinstated. This provision shall be available on a one-time basis, for employees with one or more year's seniority.
- 10.08 Employees who have acquired seniority and are laid off will retain and continue to accumulate their seniority for a period of the greater of eighteen months or the seniority acquired by the employee at the time of lay off up to a maximum of five years, unless their seniority is lost under any of the following conditions.
- 10.09 Seniority will be lost if an employee
- (a) quits,
  - (b) is discharged for just cause and the discharge is not revoked through grievance or arbitration procedure,
  - (c) is absent for three consecutive work days without notification to the Company within said period, unless the employee furnishes the Company with a satisfactory reason,
  - (d) is absent due to lay off after June 1, 1976 for a continuous period in excess of the greater of eighteen months or the seniority acquired by the employee at the time of lay off up to a maximum of five years,

- (e) fails to return to work within five days immediately following the date a notice of recall was sent to the employee by registered mail to the employee's last address according to Company records, unless the employee furnishes the Company with a satisfactory reason for such failure. It shall be the responsibility of the employee to keep the Company informed at all times of his/her current address and telephone number,
- (f) fails to return to work upon the expiration of a leave of absence unless prevented from doing so by cause beyond the employee's control,
- (g) is absent due to sickness or disability after June 1, 1980 for a continuous period in excess of the greater of eighteen months or the seniority acquired by the employee at the time of the employee's sickness or disability up to a maximum of five years. This section will not apply to absence due to an industrial accident or illness where the employee is covered by Workers' Compensation wage payments or a Workers' Compensation pension.

#### **ARTICLE 11- LAYOFF AND RECALL**

##### **11.01 Layoff**

When it is necessary to reduce the work force, the procedure shall be to layoff on the basis of plant wide seniority except for those provisions described in 11.02. Probationary employees will be laid off first, followed by those on the seniority list with the least seniority. The foregoing will apply provided that the remaining employees are willing and have the necessary skill, ability and experience to perform the remaining work.

### **11.02 Exceptions**

The Company and the Union recognize that certain jobs within the plant require a high degree of skill and experience and involve a lengthy training period. These jobs (listed below) will be considered as "protected jobs" and employees holding these positions are not subject to displacement by higher seniority people.

Maintenance Mechanics, Millwrights & Apprentices  
Mechanics Helper  
Group Leaders

Where layoff is anticipated to effect more than one half of the employees in the bargaining unit, this Article 11.02 shall not apply; and layoffs shall be carried out in accordance with Article 11.01.

### **11.03 Job Placement**

By changing from departmental layoff and recall to plantwide layoff and recall, the Company and the Union recognize that when a layoff occurs, certain jobs will become open in areas where no work shortage exists. These jobs will be filled by transferring employees from within their own departments and from other departments within the plant. The decision as to which employee will be transferred to which job will be the responsibility of the Company. Decisions made by the Company shall be subject to appeal by the Union. The Company will try, in all cases to transfer employees so that no loss in pay will result. It is agreed and understood that this may not be possible in all transfers. Where it is not possible to transfer an employee to a similar paying open job, the employee will transfer to the next lower paying job provided that the employee has the necessary skill, ability and experience

to perform the job. Where there is more than one person to transfer and skill, ability and experience are equal, the lower seniority person will transfer to the lower paying open job.

#### **11.04 Recall**

From time to time, jobs are created due to a necessary increase in production. These jobs will be filled both from within the plant and those employees on layoff. The Company will see that the most senior employee laid off will be the first re-called provided he/she is willing and has the necessary skill, ability and experience to perform the work.

#### **11.05 Temporary Layoff**

When it becomes necessary to layoff employees for two working days or less, it will be the responsibility of the Company to try and place those employees affected into other jobs of a temporary nature. If it is not possible to place all the employees affected, those employees will be laid off without regard to seniority for a period not to exceed two working days. No employee shall be laid off without regard to seniority for more than a total of five working days in any contract year. Employees shall be given at least twelve hours notice of such temporary layoffs.

**11.06** It is understood and agreed that exception in the application of Article 11.01 - 11.05 may be made by mutual agreement of the parties hereto.

**11.07** An employee given notice of layoff or reduction in classification may elect to accept layoff or be placed according to the following procedure:



- (a) first, the employee given notice of layoff may use his/her seniority to displace a less senior employee within the classification on any shift.
- (b) in the event there is no vacancy on his/her shift an employee may displace another employee with less seniority on any shift, provided he/she has the skill and ability to perform the job.
- (c) if the employee is not the least senior employee on his/her shift, and is unable to displace a less senior employee on his/her shift, then the employee will be placed and trained on a job on his/her shift and the employee with the least seniority on the shift may be moved off the shift.
- (d) the employee displaced according to the above procedure (c) by the senior employee who was given notice of layoff or bumped may displace a less senior employee according to the procedure in (c) above,

Note: 1) displacement will be limited to a maximum of two (three including the least senior on the shift)

2) skill and ability, as used in (b) above, means that the employee has performed that job satisfactorily.

#### **ARTICLE 12 - HOURS OF WORK**

- 12.01** The normal work week shall consist of 40 work hours for the first shift, thirty seven and one-half hours for the second shift and thirty-seven and one-half hours for the third shift. Starting and stopping times shall be by consent of the parties hereto. The normal week shall consist of five workdays, Monday through Friday.

- 12.02** Each employee shall be allowed two fifteen minutes rest periods in each normal workday.
- 12.03** Hours worked in excess of the regular shift hours in the normal workweek shall be paid at the rate of time and one-half. With the exception of emergency plant maintenance, not less than two hours notice of such requirement will be given. For Saturdays and holidays, not less than twenty-four hours notice of such requirement will be given. Hours worked on Saturday shall be paid at the rate of time and one-half. Hours worked on Sunday shall be paid at the rate of double time. Hours worked on any Paid Holiday specified in this Agreement shall be paid at the rate double time, in addition to the prescribed pay for the holiday.
- 12.04** The Union recognizes the problems of distributing over time in a factory operation composed of a wide variety of product lines, production processes and job occupations. To the extent practicable under such circumstances, the Company will distribute overtime fairly among the employees who regularly perform the work to be done. The Company agrees to maintain a record of overtime hours worked.
- Overtime hours worked shall be posted by department. The overtime hours posting shall be updated weekly.
- 12.05** An employee reporting for work on instructions of the Company, but for whom no work is available at the employee's regular occupation, shall be offered at least four hours employment in other work at the employee's regular rate of pay; or at the Company's option shall be paid for four hours at the employee's regular rate of pay in lieu of said four hours employment.

This provision shall not apply when such lack of work is due to a labour dispute or other conditions beyond the control of the company.

- 12.06** An employee who has left the premises and is then called for emergency duty shall be paid for a minimum of four hours at the applicable overtime rate.
- 12.07** Employees who are injured as a result of an industrial accident during working hours and are sent home shall receive pay at their regular straight time rate for the balance of the shift on which the accident occurred.
- 12.08** Employees who are subpoenaed by the Crown to court shall be paid by the Company an amount equal to the difference between the amount of wages (excluding night premium) the employee otherwise would have earned by working straight time hours on that day and the daily fee paid by the court (not including travel allowances or reimbursement of expenses) for each day in the normal work week on which the employee otherwise would have been scheduled to work for the Company.

In order to receive payment, an employee must give the Company prior notice that the employee has been subpoenaed by the Crown and must furnish satisfactory evidence that the employee reported to court on the days for which the employee claims such payment.

#### ARTICLE 13 • PAID HOLIDAYS

- 13.01** Employees shall be paid for the following holidays provided they meet all of the requirements specified herein:

Good Friday   Canada Day   Labour Day  
Victoria Day   Civic Holiday   Thanksgiving Day

In the first contract year, the Company agrees to a Christmas shutdown period starting at the end of the last shift on Thursday, December 23, 1999 and ending at 12:00 midnight on January 2, 2000. In the second contract year, the Christmas period will start at the end of the last shift on Friday, December 22, 2000 and end at 12:00 midnight on January 1, 2001. In the third contract year, the Christmas period will start at the end of the last shift on Friday, December 21, 2001 and end at 12:00 midnight on January 1, 2002.

**13.02** To be eligible for holiday pay, the following will apply:

- (a) The employee has established and holds seniority as of the date of the holiday.
- (b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, except if the holiday should be observed on a Saturday or Sunday.
- (c) The employee has completed their regularly assigned shift immediately prior to and following such holiday.

**13.03** Notwithstanding the foregoing, employees with the necessary seniority who have been laid off in a reduction of the work force or who have gone on sick leave or who have been granted a leave of absence or who have been absent due to extenuating personal reasons acceptable to the Company, during the work week prior to the week in which the holiday falls, the work week in which the holiday falls, or the work week immediately after the week in which the holiday falls, shall receive pay for such holiday. In addition, employees who are on sick leave but work within seven calendar days of a holiday shall receive pay for such holiday.

- 13.04 When one of the aforesaid paid holidays falls within an employees approved vacation period and he/she is absent during his/her regularly scheduled work week because of said vacation, he/she shall have the option of being paid for such holiday or receiving a day off at a time to be mutually agreed upon.
- 13.05 Employees eligible for holiday pay under these provisions shall receive their regular day's pay, at their regular straight time hourly rate exclusive of overtime premiums including any shift premiums.

#### **ARTICLE 14 - ANNUAL VACATIONS**

- 14.01 In order to cause as little disturbance as possible in the operation of the plant, bearing in mind that only a limited number of employees can be on holiday at one time, the Union agrees that the paid holiday period for each employee eligible will be decided by his/her department head and the Plant Manager. The Company will make a sincere effort to grant vacations at the time desired by the employee giving the longest service employees preference.
- 14.02 Should it be possible and advantageous to close the plant for either a one or two-week period, the Union agrees that all employees eligible for holidays at that time will take their holiday provided their services are not required for particular kinds of work. The Company shall give the Union not less than two months notice of the time during which the Company proposes to close the plant for a one or two week period as aforesaid.
- 14.03 As used in this Article 14, the following shall apply:
- (a) The "eligibility date" for vacation pay shall be June 30th

of each year.

- (b) The "vacation year" shall be the fifty-two complete pay periods immediately preceding the pay period ending date of the last complete pay period in May of each year.
- (c) "Minimum hours" shall mean a total of eleven hundred (1100) hours for day shift employees and one thousand (1000) hours for night shift employees in the vacation year, including hours paid for Plant Holidays not worked.
- (d) "One week's vacation pay" shall mean the employees regular week's pay, exclusive of overtime premium, and two weeks, three week's, four, or five week's vacation pay shall be computed accordingly.
- (e) All employees must take their vacations earned as of July 1 of a given year prior to April 1 of the following year.

Everyone will be allowed to take at least two consecutive weeks in July and/or August. Remaining vacation entitlement will be distributed on the basis of seniority in accordance with the Collective Agreement.

**14.04** Employees shall be granted annual vacations with pay, in amounts governed by their seniority, according to the following schedule:

- (a) An employee with less than one year's seniority shall be entitled to one week's vacation with pay to 4% of his/her total earnings in the vacation year.
- (b) An employee with one but less than five year's seniority who has worked the minimum hours shall be entitled to two weeks vacation with two weeks vacation pay. If such employee has worked less than the minimum hours,

his/her vacation pay shall be 4% of his/her total earnings in the vacation year.

- (c) An employee with five but less than ten year's seniority who has worked the minimum hours shall be entitled to three week's vacation with three week's vacation pay. If such employee has worked less than the minimum hours, his/her vacation pay shall be 6% of his/her total earnings in the vacation year.
- (d) An employee with ten but less than twenty year's seniority who has worked the minimum hours shall be entitled to four week's vacation with four week's vacation pay. If such employee has worked less than the minimum hours, his/her vacation pay shall be 8% of his/her total earnings in the vacation year. Employees with four weeks vacation entitlement may take them consecutively in accordance with our current vacation policy.
- (e) An employee with twenty or more year's seniority who has worked the minimum hours shall be entitled to five week's vacation with five week's vacation pay. If such employee has worked less than the minimum hours, his/her vacation pay shall be 10% of his/her total earnings in the vacation year. Employees with five weeks vacation entitlement may take them consecutively in accordance with our current vacation policy.
- (f) An employee with thirty or more year's seniority who has worked the minimum hours shall be entitled to six week's vacation with six week's vacation pay. If such employee has worked less than the minimum hours, his/her vacation pay shall be 12% of his/her total earnings in the vacation year.

**14.05** Employees whose employment terminates because of

resignation or discharge shall be paid vacation pay computed as a percentage of their total earnings from the start of the applicable vacation year to the date of employment termination. The percentages shall be 4% for employees with less than five year's seniority; 6% for employees with five but less than ten year's seniority; 8% for employees with ten but less than 20 year's seniority; 10% for employees with twenty or more year's seniority. Effective June 2, 1992, the percentage shall be 12% for employees with thirty or more year's seniority. Employees who retire shall be entitled to full vacation pay if they have worked the minimum hours in the vacation year prior to retirement.

- 14.06** The Company will permit up to eight employees, with one person from each department, to take vacation time immediately following on from the Christmas shutdown period. Where there is no one who wishes to take a vacation within a department, arrangements may be made to permit more than one employee to take such vacation from another department. Where a choice must be made between employees, seniority shall govern provided the employees remaining are capable of performing the work required.
- 14.07** Employees may be granted a vacation day for moving in accordance with our current vacation policy.

#### **ARTICLE 15 - LEAVES OF ABSENCE**

- 15.01** Upon request, the Company will grant a leave of absence without pay for a period not exceeding eight calendar days to an employee who is being married and shall grant up to eight calendar days leave without pay for compassionate reasons and may, at its discretion, grant



other leaves of absence without pay for employees' personal reasons. Such leaves of absence shall not constitute a break in service. Should the Company be unable to grant all leave of absence requests at a given time, seniority by department shall be taken into account. Leaves of absence arising from sickness or physical disability, including Workers' Compensation cases, shall not constitute a break in service but the Company shall have the right to require an employee on such leave, with the exception of Workers' Compensation cases, to be examined by a doctor appointed by the Company, if and when the Company deems such action warranted.

- 15.02** Upon receipt of a written request from the Union, the Company will grant leave of absence without pay to designated employee!; for the purpose of attending Union conventions and conferences, provided that not more than four employees be on any such leave at one time and that not more than a total of sixty days leave be granted for this purpose in any twelve month period. Such leaves of absence shall not constitute a break in service.

**15.03 Maternity and Parental Leave**

A pregnant employee employed for three (3) months as of the expected date of birth of her child shall be entitled to up to seventeen (17) weeks' maternity leave and each parent shall be entitled to up to eighteen (18) weeks' parental leave in accordance with this Article.

Pregnancy leave may begin no earlier than seventeen (17) weeks before the expected date of birth. The employee must give at least two (2) weeks' written notice of the date the leave is to begin and provide a certificate from a legally qualified medical practitioner stating the

expected date of birth. Notice may be given within two (2) weeks of stopping work where the employee stops work early because of complications caused by her pregnancy.

An employee who intends to resume her employment following maternity and parental leave shall advise the Company in writing one month before her expected date of return. On her return to work, she will be reinstated to her position, if it still exists, or to a comparable position if it does not.

Seniority continues to accrue during maternity and parental leave.

An employee on maternity and parental leave continues to participate in the benefits listed under Article 18 and the Company shall continue to make its contributions for those benefits for a period of up to thirty five (35) weeks unless the employee fails to make her required contributions, if any, to such plans.

Parental leave for an employee who takes maternity leave must commence when the maternity leave ends and in all other cases parental leave must commence within thirty five (35) weeks of the birth of a child.

An employee who has been employed for three (3) months is entitled to adoption leave of up to eighteen (18) weeks. The adoption leave must commence no more than eighteen (18) weeks after the child comes into the custody, care and control of the parent for the first time.

The employee must give the Company at least two (2) weeks' written notice of the date the leave is to begin unless the child becomes immediately available, in which case, such leave may commence at such time as is mutually agreeable to the employee and the Company.

An employee who intends to resume her employment following adoption leave shall advise the Company in writing one (1) month before her expected date of return. On her date of return to work, she will be reinstated to her position, if it still exists, or to a comparable position, if it does not.

Seniority continues to accrue during adoption leave.

An employee on adoption leave continues to participate in the benefits noted under Article 18 and the Company shall continue to make its contributions for those benefits for a period of eighteen (18) weeks unless the employee fails to make her required contributions, if any, to such plans.

#### **15.04 Bereavement Leave**

In the event of the death of an immediate relative, leave of absence of three consecutive workdays immediately following the bereavement will be granted the bereaved employee. "Immediate relative" shall mean the employee's mother, father, spouse, including established common-law spouse, son, daughter, grandchild, grandfather, grandmother, brother, or sister, mother-in-law, father-in-law, daughter-in-law and son-in-law. Where the word "relative" is used in this section, it shall be construed as including "step relative". In the event of the death of an uncle, an aunt, brother-in-law, sister-in-law, grandparent of current spouse, the bereaved employee will be granted one day's

leave in order to attend the funeral or a memorial service during the normal work week together with up to one additional day immediately preceding or following if required for travel. For such leave of absence, the bereaved employee shall be paid his/her straight basic rate, exclusive of overtime premium but including shift premiums, for the scheduled hours he/she would normally work during such leave of absence

#### ARTICLE 16 -JOB POSTINGS

- 16.01** Any permanent job within the Bargaining Unit which is required to be filled shall be posted on the bulletin board in the cafeteria for at least two (2) working days. The job posting shall stipulate on which shift the opening is occurring. A permanent job shall be one that the Company believes will continue or does continue for a period exceeding forty-five (45) calendar days. Jobs will be protected for those ill or on leave of absence for up to six months or as provided for under Maternity and Parental Leave. There will be no temporary posting for such jobs.
- 16.02** Written applications for the job shall be selected on the basis of seniority, skill and ability. The decision as to which applicant will be accepted will be made by the Company. In the event that an unaccepted applicant does not agree with the Company's decision, the employee has the right to file a grievance under the regular grievance procedure.
- 16.03** It is agreed that the temporary period worked will not be considered as a qualification in the selection of an employee.
- 16.04** An employee selected for a job under this Article shall not be eligible to re-apply for a period of three months unless mutually agreed to by the Company and the Union.

- 16.05** An employee selected for a job under this Article shall be granted a three-day orientation period at the new job during which time the employee shall have the right to return to their former job.
- 16.06** The original vacancy plus the next subsequent vacancy only will be posted and covered under Article 16.
- 16.07** Should there be no acceptable applicants, the Company will fill the job from other sources with preference being given to current employees.
- 16.08** All transactions will be completed within forty-five days.

#### ARTICLE 17 - MISCELLANEOUS

- 17.01** The Company will pay the cost of work shoes which are required to be worn by each employee at the saw tables and swing grinders. The Company will also reimburse Maintenance Mechanics and Millwrights, Mechanics Helpers and Maintenance and General Duties employees, \$110.00 upon the purchase of safety shoes.
- 17.02** The Company will provide a bulletin board in a mutually satisfactory location for the posting of Union notices which must be approved by the Company Comptroller before being posted.
- 17.03** Non bargaining unit personnel shall not perform any work normally done by bargaining unit employees to the extent that it would result in loss of pay for any employee.
- 17.04** Maintenance Mechanics and Millwrights will receive up to \$300.00 a year for tool replacement or upgrade. Upon completion of their apprenticeship, Maintenance employees will receive \$300.00 towards purchase of tools.

**17.05** The Company will provide safety prescription glasses if required by the Company and will replace such glasses if they are broken or damaged on the job.

**17.06 Health and Safety**

Both parties hereto will co-operate to the fullest extent reasonably possible toward the prevention of accidents and the promotion of safety and health of the employees of the Company as set out in the Occupational Health and Safety Act.

The Company will make adequate provision for the safety and health of all employees during the hours of employment. The Company and the Union will make every effort to comply in a timely manner with all legislation pertaining to occupational health and safety.

The parties agree that the Safety Committee will have two members from the Company and two members from the Bargaining Unit. The committee will:

1. Promote compliance with pertinent legislation.
2. Tour the plant to check on health and safety hazards.
3. Designate a Union Committee member to be present at the investigation of all accidents and provide a summary to the committee.
4. Meet once a month or as required and make recommendations to management on any health and safety hazards.
5. The committee will recommend a training program when corrective action is required on employee health and safety matters.

The Company will provide the committee with information on hazardous substances in the workplace.

Protective devices and other equipment in accordance with the Occupational Health and Safety Act, will be supplied by the Company. The Safety Committee will be advised of such equipment and the terms and conditions under which they are to be used.

A member of the National Union Health and Safety staff shall have access to the workplace upon request of the Safety Committee. The Company is to be advised of such request.

Safety training will be carried out by a qualified CAW Instructor together with Company personnel. For in-plant training the Safety Committee members will be paid for lost time and expenses. Out of plant training will require the Company's prior approval.

The government does have programs and trainers available. If it is more expedient and accessible, the parties agree to use C.A.W. trainers and facilities.

The company will provide a locked filing cabinet for bargaining unit committee members for storage of their Health & Safety correspondence.

#### **17.07 Orientation**

Within two weeks of the hiring date of a new employee, the plant chairperson shall be notified of such hire and the employee shall attend a meeting in the Personnel Department and be advised of all of the conditions of employment, the benefits and the details of coverage, the fact that a Union represents the employees and the

requirements in respect to union dues, the department in which the employee will work, and the shift schedule applying to them. The employee will be given copy of the Collective Agreement between the Canadian Auto Workers Union and Croven Crystals Ltd..

At the close of such interview, the employee shall be introduced to the plant chairperson who in turn will be given fifteen minutes during working hours to speak to the employee and to introduce the employee to the shop steward involved.

- 17.08** Wages for the Bargaining Committee will be paid by the Company for negotiations with the Company during normal working hours. The Company will provide and distribute collective agreements.

**17.09 Substance Abuse**

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

Diagnosis of alcoholism and drug abuse should be left to those professionally qualified to do so. Medical records of individuals with drug and alcohol abuse problems will be kept confidential. An employee committed to a rehabilitation program will receive sickness/accident benefits while on the program.

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



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

#### **17.10 Data To Be Supplied To The Union**

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

1. Employees who acquire seniority.
2. Employees by rate with work codes.
3. Employees transferred into or out of the Bargaining Unit.
4. Employees on leave of absence.
5. Employees on Sickness and Accident and Compensation on the date of occurrence.
6. Layoffs and recalls. The Company will provide the Union Chairperson with written notice of impending layoffs as soon as the Company is aware of such layoffs.
7. Employees who have lost seniority
8. Employees who are discharged.
9. Names, addresses and postal codes of all retired and active employees.

10. The Company will provide the Union with written notice of any employees transferred to different jobs or different shifts for more than one week.

#### **ARTICLE 18 - GROUP INSURANCE**

- 18.01 There shall be a Group Insurance Plan underwritten by a Life Insurance Company which will provide, subject to the terms and conditions of said Plan, the following benefits for employees other than those who are in the Maintenance Department on the effective date of this Collective Agreement and who are covered under a different benefit schedule. Details of such different benefit schedule are set forth in a memorandum of Agreement between the parties which becomes part of this Collective Agreement,

Life Insurance, Accidental Death and Dismemberment Insurance Maximum is \$40,000.

The Company will provide a \$1,000.00 Life Insurance policy for those retiring after June 1, 1993 to age 70.

The Company shall continue to provide weekly Sickness and Accident Indemnity commencing with the first day in the case of accident or hospitalization (including surgical out patients) and the eighth day in the case of sickness and continuing for a maximum of 26 weeks which shall be two-thirds of normal wages subject to the maximum benefit provided by the Unemployment Insurance Commission. It is understood and agreed that any and all rebates resulting from the increased benefit will flow to the Company. Income Tax will be deducted from all Sickness and Accident payments. The premiums covering the cost of the aforesaid Group Insurance Plan shall be

borne by the Company. New employees hired in the Maintenance Department after June 2, 1980 shall receive the above benefits.

- 18.02** The Company shall continue to provide benefits under an Extended Health Care Plan. Details are set forth in a brochure issued to each employee. The Company will pay the whole premium cost.
- 18.03** The Company shall continue to provide benefits under a basic preventative Dental Care program. Details are set forth in a brochure issued to each employee. The Company will pay the whole premium cost.
- 18.04** The Company shall continue to provide benefits under a Vision Care Program which will provide a maximum benefit of \$200.00 in any two consecutive years for the life of this agreement. The Company will provide for children under 14 years to have coverage every twelve months or a prescription change. The Company may self-insure this benefit.
- 18.05** The Company will continue to provide benefits under an Orthodontic and Denture Care Program which will provide an annual maximum of \$1,000 on a 50% coinsurance basis. Details are set forth in a brochure issued to each employee. The Company will pay the whole premium cost.
- 18.06** The company will reimburse employees for medical doctors notes which are requested or required by the Company and satisfies the company's requirements.
- 18.07** Company benefits will commence for seniority employees recalled from layoff on their return-to-work date. In the case of an employee laid off, benefit coverage shall continue for the month following the month of lay off.

The aforesaid company benefit coverage will cease as at the employee's termination date; and at the end of the month in which an employee has exhausted twenty-six weeks continuous sick leave.

In the case of employees who qualify for premium waiver under the Group Life Insurance Coverage subsequent to June 1, 1988, the Company will continue to pay the Extended Health Care premiums as long as such employees remain disabled or until they reach age 65.

Employees going on leave of absence, other than sick leave, for one full calendar month or more will be required to pay the full monthly cost of their Extended Health Care Plan and Dental Plan during such leave.

#### **ARTICLE 19 - PENSIONS**

- 19.01** Notwithstanding, Article 5, the parties agree that the mandatory retirement age is sixty-five (65).

Effective June 2, 1999 the company shall provide a benefit level of \$25/month/year service.

Either Canada Pension Plan qualification or a medical assessment acceptable to the Company will be used in determining eligibility for Disability Pension.

#### **ARTICLE 20 - SHIFT PREMIUMS**

- 20.01** Employees working on the second shift shall be paid a shift premium of fifty cents per hour and employees working on the third shift shall be paid a shift premium of sixty-five cents per hour.

ARTICLE 21 - EDUCATION LEAVE

- 21.01** The Company shall contribute two (2) cents for each straight time hour worked for purpose of the C.A.W. Education Fund.

ARTICLE 22 - JOB CLASSIFICATION

- 22.01** Jobs shall be classified and assigned to Rate Codes as set forth in Appendix "A" which forms part of this Agreement.
- 22.02** A Group Leader is defined as being capable of performing any operation of any employee under his or her supervision. When the immediate supervisor is out of the plant for more than two (2) hours, the Group Leader shall receive an additional twenty-five cents (\$.25) per hour for hours or part hours thereof when the supervisor is absent.

ARTICLE 23 - WAGE RATES

- 23.01** On the effective date of this Agreement wage rates shall be in accordance with Appendix "B" which forms part of this Agreement.
- 23.02** All wage rates as set forth in the aforesaid Appendix "B" and Appendix "C" were increased by:
- (i) 2.7% June 2, 1999
  - (ii) 2.7% June 2, 2000
  - (iii) 2.7% June 2, 2001
- 23.03** Wage rates for summer students as set forth in Appendix "C" which forms part of this Agreement.

- 23.04** Job Classifications and rates of pay are as set out as per Schedules "A" and "B" attached, subject to Article 12.03, it being acknowledged that job classifications are solely a Management function provided that it is agreed that the rates of pay applicable to classifications which are new or reasonably different from those set out herein shall be discussed to allow input into the rate prior to determination.

#### **ARTICLE 24 -DURATION**

- 24.01** This Agreement shall become effective on June 2, 1999 and shall remain in effect up to and including June 1, 2002. It shall continue from year to year thereafter, unless, not earlier than sixty days or later than thirty days prior to the aforesaid expiration date either party gives written notice of intention to terminate or amend the Agreement. Within twenty days following receipt by either party of such written notice both parties will meet to negotiate a new or amended Agreement.

APPENDIX "A"  
JOB CLASSIFICATIONS

RATE CODE 103

BASE OPERATIONS  
INSULATION RESISTANCE CHECKER  
SEAL TEST  
TINNING  
A.T. X-RAY OPERATIONS  
FINAL CLEANING  
POWER WASH OR ULTRASONIC WASH  
LASER CAN MARKING  
COLD WELD OR RESISTANCE WELD SEALING  
MOUNT CRYSTALS  
PASTE CRYSTALS  
FINAL TESTER  
NOISE TEST AND SPUR TEST  
ROUGH NICKEL PLATE  
DUTIES  
ROUND X-RAY OPERATIONS

RATE CODE 104

SHIPPING HELPER  
Q.A. INSPECTOR  
FINAL TESTER  
LAP OPERATIONS  
BASE PLATER  
ELECTRODE & CAN STRIPPING  
BLANK SORTER  
CRYSTAL SANK HELPER  
ETCH CORRECTION  
ROUND X-RAY OPERATIONS  
ETCH/CLASSIFY/TRAY LOAD

RATE CODE 105

FREQUENCY PLATE  
LATHE ROUNDER OPERATOR  
ETCH CORRECTION  
POLISH OPERATIONS  
LAP OPERATOR (2 MACHINES)  
FINAL TESTER  
Q.A. INSPECTOR  
CLEAN CELL OPERATIONS  
AGING OPERATIONS

RATE CODE 105X

BEVEL OPERATOR

RATE CODE 106

FREQUENCY PLATE  
SWING GRINDER

RATE CODE 107

MAINTENANCE GENERAL  
RECEIVER  
SHIPPING OPERATOR  
FREQUENCY PLATE  
CRYSTAL SANK OPERATOR  
Q.A. INSPECTOR

RATE CODE 108

MECHANICS HELPER

RATE CODE 109

GROUP LEADERS  
ENGINEERING HELPER

RATE CODE '110

MAINTENANCE MECHANICS  
& MILLWRIGHTS

# APPENDIX "B"

## WAGE SCALE

	RATE June 2, 1999 to June 1, 2000	RATE June 2, 2000 to June 1, 2001	RATE June 2, 2001 to June 1, 2002
RATE CODE 103A	\$14.78	\$15.18	\$15.59
RATE CODE 103B	\$14.91	\$15.31	\$15.72
RATE CODE 103C	\$15.08	\$15.49	\$15.91
RATE CODE 104A	\$14.85	\$15.25	\$15.66
RATE CODE 104B	\$14.98	\$15.38	\$15.80
RATE CODE 104C	\$15.13	\$15.54	\$15.96
RATE CODE 105A	\$14.91	\$15.31	\$15.72
RATE CODE 105B	\$15.08	\$15.49	\$15.91
RATE CODE 105C	\$15.18	\$15.59	\$16.01
RATE CODE 105XA	\$15.01	\$15.42	\$15.84
RATE CODE 105XB	\$15.18	\$15.59	\$16.01
RATE CODE 105XC	\$15.28	\$15.69	\$16.11
RATE CODE 106A	\$15.52	\$15.94	\$16.37
RATE CODE 106B	\$15.65	\$16.07	\$16.50
RATE CODE 106C	\$15.83	\$16.26	\$16.70
RATE CODE 107A	\$15.83	\$16.26	\$16.70
RATE CODE 107B	\$15.94	\$16.37	\$16.81
RATE CODE 107C	\$16.07	\$16.50	\$16.95
RATE CODE 108A	\$16.36	\$16.80	\$17.25
RATE CODE 108B	\$16.46	\$16.90	\$17.36
RATE CODE 108C	\$16.62	\$17.07	\$17.53
RATE CODE 108X	\$17.33	\$17.80	\$18.28
RATE CODE 109A	\$16.61	\$17.06	\$17.52
RATE CODE 109B	\$16.79	\$17.24	\$17.71
RATE CODE 109C	\$16.90	\$17.36	\$17.83
RATE CODE 109GPA	\$16.88	\$17.31	\$17.77
RATE CODE 109GPB	\$17.04	\$17.49	\$17.96
RATE CODE 109GPC	\$17.15	\$17.61	\$18.08
RATE CODE 110A	\$20.27	\$20.82	\$21.38
RATE CODE 110B	\$20.41	\$20.96	\$21.53
RATE CODE 110C	\$23.05	\$23.67	\$24.31
RATE CODE 111	\$13.83	\$14.20	\$14.59
RATE CODE 112	\$16.14	\$16.57	\$17.02
RATE CODE 113	\$18.44	\$18.94	\$19.45
RATE CODE 114	\$20.75	\$21.30	\$21.88

\* "A" DENOTES STARTING RATE  
 "B" DENOTES 45 WORKING DAY  
 "C" DENOTES TEN MONTH RATE

APPRENTICE MAINTENANCE MECHANICS & MILLWRIGHTS FOR THE FIRST 1800 HOURS, 80% OF JOURNEYMAN'S RATE.

FOR SUBSEQUENT TIME PERIODS AND IN THE FOLLOWING SEQUENCE:

1800 HOURS AT 70%  
 1800 HOURS AT 80%  
 1800 HOURS AT 90% OF THE JOURNEYMAN'S RATE

\*\*REFER TO APPENDIX "C" FOR SUMMER STUDENT RATES



**APPENDIX "C"**  
**SUMMER STUDENTS WAGE SCALE**

	RATE June 2, 1999 to June 1, 2000	RATE June 2, 2000 to June 1, 2001	RATE June 2, 2001 to June 1, 2002
RATE CODE 103S	\$12.16	\$12.49	\$12.83
RATE CODE 103E	\$12.31	\$12.64	\$12.98
RATE CODE 104S	\$12.23	\$12.56	\$12.90
RATE CODE 104E	\$12.38	\$12.71	\$13.05
RATE CODE 105S	\$12.31	\$12.64	\$12.98
RATE CODE 105E	\$12.46	\$12.80	\$13.15
RATE CODE 106S	\$12.92	\$13.27	\$13.63
RATE CODE 106E	\$13.03	\$13.38	\$13.74
RATE CODE 107S	\$13.19	\$13.55	\$13.92
RATE CODE 107E	\$13.32	\$13.68	\$14.05
RATE CODE 108S	\$13.74	\$14.11	\$14.49
RATE CODE 108E	\$13.86	\$14.23	\$14.61

\* "S" DENOTES STARTING RATE  
"E" DENOTES 45 WORKING DAYS

The Company shall be entitled to withhold \$1.00 per hour from the pays of summer students and to pay the total amount withheld upon completion of three continuous months of work or until such time as the student is laid off by the Company because of lack of work. Where the student leaves the employ of the Company within the first three months of employment, he or she shall forfeit the amount withheld. Except where the withheld monies have been forfeited as stipulated, the withheld monies shall be paid in one lump sum as part of the student's last pay cheque for the summer.

ARTICLE: 25 - SIGNATORIES

SIGNED THIS 2ND DAY OF JUNE, 1999  
FOR  
NATIONAL. AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (C.A.W.-CANADA)  
AND ITS LOCAL 1090

FOR  
CROVEN CRYSTALS LTD.

MARTHA BOATE

RUSS BERTRAM  
CONTROLLER

TRACY CLAUS

DARLENE NEILD  
PRODUCTION MANAGER

SHARON DAVIDSON

ELAINE ADAMS  
PERSONNEL

LISA HAYES

GARY LILLEY  
NATIONAL REPRESENTATIVE

JOHN GATENS  
PRESIDENT, LOCAL 1090