January 1, 1992 through December 31, 1994

AGREEMENT

between the

GENERAL ELECTRIC CANADA INC.

Peterborough Plant

and the

INTERNATIONAL FEDERATION
OF PROFESSIONAL
AND TECHNICAL ENGINEERS, AFL-CIO-CLC,
IFPTE, Local 164
Peterborough Branch

DRAFTSMEN'S ASSOCIATION OF ONTARIO

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STATEMENT OF PARTIES

This Agreement made and entered into this 1st day of January 1992 between General Electric Canada Inc. hereinafter referred to as the "Company", and the Draftsmen's Association of Ontario, Local 164, International Federation of Professional and Technical Engineers, AFL-CIO-CLC, Peterborough Branch, hereinafter referred to as the "Association".

Witnesseth that the parties hereto have agreed as follows:

GENERAL PURPOSE

The general purpose of this Agreement is to provide for orderly collective bargaining in Connection with matters contained herein, and to further general good employer-employee relations.

In interpreting this Agreement unless the feminine pronoun is used the masculine pronoun shall be deemed to include the feminine.

ARTICLE 1

RECOGNITION

The Company recognizes the Association as the sole collective bargaining agent for all employees of the Company at Peterborough Plant designated as Draftsmen (Group Leader, Designer, Draftsman, Apprentice, Learners), save and except Instructors, Supervisors and persons above the rank of Supervisor.

The word "employee" as used in this Agreement means an employee in the bargaining unit as defined above.

NO STRIKE OR LOCKOUT

As it is the desire of both the Company and the Association to maintain good contractual relations it is agreed there shall be no strike and no lockouts during the term of this Agreement.

ARTICLE 3

DEDUCTION OF ASSOCIATION DUES

- 1. The Company will provide for the deduction of regular Association dues (as appropriately certified to the Company by the Association) from an employee's pay and will make remittance to the Association in each week by cheque payable to the Association for the amount deducted for the previous, week. The manner in which the Company will inform the Association of the deductions of weekly dues will be agreed upon locally and set out in the Local Supplement.
- 2. (a) All employees who, on the effective date of this Agreement, were paying the regular amount of Association dues will continue to pay such dues while in the bargaining unit.
 - (b) As a condition of employment, all persons becoming employed in a bargaining unit covered by this Agreement will be required within thirty days of such employment to pay the regular amount of Association dues as provided for in Section 1, above.

- 3. The amount of dues appropriately certified to the Company from time to time will be deducted from each weekly pay including vacation pays; if an employee does not receive a pay in any week or weeks there will not be a deduction made in any succeeding week to cover the week or weeks which have been so missed.
- 4. It is understood and agreed that the Association will save the Company harmless from any and all claims which may be made against it by any employee for amounts deducted from wages as herein provided.

SERVICE RULES

1. Definition

Subject to the provisions of this Article, "Service Credits" are credits allowed for periods during which the employee is actually at work for the Company and for periods of absence for which credit is granted.

- 2. The service record of each employee laid off due to lack of work and re-employed after layoff will be reviewed by the Company at the time of his re-employment and in each case, such employee will be notified as to his service credits, if any.
- 3. Service credits previously accumulated will be lost whenever the employee:
 - (a) leaves voluntarily, or is discharged;
 - (b) is absent from work for more than two consecutive weeks without satisfactory explanation;

- (c) is absent from work for a continuous period of more than one year for any reason other than leave of absence granted by the Company in advance, or compensable injury (see Section 6);
- (d) Is absent from work because of personal non-occupational illness or accident, and fails to keep the Company so notified monthly, stating the probable date of his return to work. The Company may require satisfactory medical certification in the case of illness of more than two weeks duration.

Illness shall include pregnancy whenever the employee concerned notifies her immediate supervisor or the plant hospital of her condition prior to absence from work. In cases of pregnancy, the above mentioned monthly notification will be waived if she returns to work within eight weeks after termination of pregnancy. If the employee will not then be able to return to work she must, prior to the expiration of such eight weeks period, so notify the Company and supply a written certificate from a physician of her physical inability so to return to work at the end of such eight weeks period, and stating the probable date of her return;

- (e) is notified within a year from date of layoff that he may return but fails to return within 10 days, or, having failed to return within 10 days, does not give a satisfactory explanation within a further 20 days;
- (f) is absent from work without satisfactory explanation beyond the period of any leave of absence granted him by the Company;
- 4. If an individual who has lost prior service credits is re-employed, he shall be considered a new employee and will not receive service credits for any time prior to the date of such re-employment unless all or part of prior service credits are restored as follows:

- (a) The Company will, upon re-employment of such individual, review his service record in those cases where he has lost prior service credits through the operation of Section 3(c) above as a result of absence from work for a total continuous period of more than one year due to:
 - (i) layoff due to lack of work and/or
 - (ii) personal non-occupational illness or accident.

If such total period of absence did not exceed his prior service credits at the time such absence commenced, or five years, whichever is the shorter, his prior service credits will automatically be restored upon such review.

- (b) In accordance with the provisions of the current Income ExtensionAid Agreement between the parties.
- (c) If the Company re-employs a former employee who had ten or more years of service credits at the time of a previous termination of service with the Company, and the employee is not eligible for restoration of service under sub-section (a) above, the Company will restore to such employee such former service credits after the employee has accumulated six months of service credits following such re-employment. Such service restoration will be contingent
 - (i) upon the employee having fully repaid to the Company, within a reasonable time after re-employment, any Income Extension Aid Benefits paid to the employee under either the 60-day lump sum termination option or as a lump sum due to a plant closing termination when such latter occurred within six months prior to the date of re-employment and

- (ii) upon the employee not having previously declined an opportunity to have said prior service credits restored by making a full repayment of Income Extension Aid benefits of the kind referred to in (i) above.
- 5. Subject to Section 6 of this Article, service credits for each employee shall be granted for periods during which the employee is actually at work for the Company and for absences as follows:
 - (a) Employees with service credits totalling less than three months will receive credit for any absence of one week or less, but if out more than a full week, no credit will be allowed for the entire absence.
 - (b) Employees with service credits totalling three months or more but less than fifty-two weeks will receive credit for any absence of two consecutive weeks or less, but if out more than two weeks, no credit will be allowed for the entire absence.
 - (c) Employees with service credits totalling 52 weeks or more:
 - (i) If granted a leave of absence by the Company will receive credit for the first two weeks of the absence. Where any such absence exceeds two weeks the excess time will not be credited.
 - (ii) If absent on account of illness or lack of work, will receive credit for absences of twelve months or less. Where any such absence exceeds twelve months the excess time will not be credited.

6. When an employee returns to work after an industrial accident, he will receive service credits for all time that he was unable to work due to the accident and for which he drew temporary disability compensation from the Workers' Compensation Board. When an employee ceases to receive a temporary disability compensation and reports to the appropriate Employment unit, ready for work, and the Company is unable to place him immediately, the employee will qualify for service credits under Section 5 (a), (b) or (c) of this Article, whichever is applicable.

SENIORITY

1. An employee will be considered to be on probation until he has 13 weeks of service credits with the Company.

His seniority will then count from 13 weeks back from the date when such service is accumulated, and he will be considered to have established seniority and his name will be placed on a seniority list.

A seniority list will be maintained by the Company and will be revised annually. The seniority list will be based on the employee's total service credits with the Company in accordance with Article 4 except that former service credits restored to an employee under Article 4, Section 4 (c) will not be included in the determination of an employee's seniority. The seniority list will be made available to the Association representative at all reasonable times.

- 2. The Company recognizes the desirability in general of retaining employees with longer service credits over employees with shorter credits, and the Association recognizes that the Company must maintain an effective working force capable of meeting work requirements if it is to continue in business. The application of seniority in layoff due to lack of work and in rehirings shall not serve to unbalance classifying employees in line with work requirements.
- 3. In all cases of decrease of forces within an area of work the following factors will be considered:

Service credits then ability, skill and experience consistent with the remaining employees being able to meet the normal requirements of the work.

However, an employee who is to be removed from his classification due to lack of work in one area, who has previous experience that will enable him to meet the normal requirements of the work in another area in the same, lower or previously held classification, will be considered for such work subject to the foregoing provisions of this Article. Should differences arise out of the administration of this Section 3 they may be referable to the grievance procedure.

- 4. In the event of a contemplated reduction of staff due to lack of work, the Company will notify the Association in advance. It is recognized that there may be times when a general reduction of hours may be made in lieu of laying off some employees. Any such action would only be taken after prior consultation and mutual agreement between the Association and the Company.
- 5. Technological Change

If the Company anticipates that the introduction of a new technology in the form of new equipment and resulting new systems will result in employees whose immediate jobs are directly altered thereby being placed in a different occupational classification or being removed from their classification due to lack of work, then when the Company knows the changes that are expected to apply to these employes it will inform the Association as far in advance as possible and agrees to discuss these changes with the Association.

Such discussions will include a study of any problems that may arise from technological change in relation to its effects on the employees in the bargaining unit, and will be ongoing as required.

At the time of the introduction of technological change into an area of work, defined as the group of employees under a supervisor, the Company will offer training to employees with sufficient seniority so as to prevent laying off out of seniority from the area of work due to staff reductions that directly result from the use of this equipment, provided such employees have the requisite qualificat ons and experience for such training. This undertaking will also apply 0 any employee who is subsequently affected by a lack of work for reasons directly attributable to the technological change in question.

The foregoing will not apply to an employee who declines a training opportunity or who is unable to demonstrate the necessary skill and ability after normal training has been provided.

Should an employee elect to decline a training opportunity he will be required to sign a statement to that effect, but not without the prior opportunity to discuss the matter with an Association representative. The representative will be present when the employee signs the statement.

If an employee from another area of work seeks to displace an employee who has been trained in the use of new equipment introduced as a result of technological change and, but for this training could otherwise meet the criteria of Article 5, Section 3, of the Collective Agreement, then the displacement will be allowed subject to the employee demonstrating satisfactory ability.

- **6.** Subject to the provisions of this Article, and to Article **4,** Service **Rules:**
 - (a) An employee with established seniority who has been laid off will have his name retained on the recall list for a period of one year from the date of layoff, except however that if the individual had longer than fifty-two weeks of service credits at the date of layoff, he will have his name retained on the recall list as follows:
 - of service credits at the date of layoff, he will have his name retained on the recall list for a period not longer than his service credits at the date of layoff or two years, whichever is the sooner, subject to (b) below.
 - (ii) If he had five years of service credits or longer at the date of layoff, he will have his name retained on the recall list for a period of three years, subject to (b) below.

The retention of an individual's name on the recall list beyond one year from his date of layoff in accordance with the above shall be subject to the condition that, commencing with the first calendar month after being laid off one year, he contacts the Personnel Office by personal visit or by registered letter at least once each calendar month during his layoff informing the Company of his continued desire to return to work. In making such monthly contact, he will inform the Personnel Office of any change of address since the last one recorded with the Company.

- (b) If an individual refuses the offer of a recall opportunity, then unless the Company accepts as satisfactory the reason for this refusal, his name will be removed from the recall list.
- (c) An employee transferred to another occupational classification due to a decrease in forces will have return rights to the occupational classification from which he was removed due to lack of work for a period of three years from the date he was so removed.
- 7 (a) When work is available, employees will be rehired by occupation in the reverse order to that in which they were laid off subject to the above, provided the employee next to be recalled can meet the normal requirements of the work. The order of recalling employees will also be subject to the Supplement to the Agreement.
 - (b) When an employee is being recalled to work he will be so informed at the last address recorded by the employee with the Company. If personal contact cannot be made in this regard it will be done by registered letter.
 - (c) An employee must notify the Company of his intention to return to work within four days of the date of the recall to work notice, and must return to work within ten days of the date of the recall to work notice, or make an alternative arrangement satisfactory to the Company.
 - (d) An employee who was recalled to work and did not report for work as provided for above, will lose his existing service credits unless he gives a satisfactory explanation within thirty days from the date of the recall to work notice.

- 8. (a) In filling open jobs in the bargaining unit the Company will first give consideration to employees reporting to the supervisor in whose area the opening occurs 'orwhom the job would be an upgrading.
 - (b) In selecting the employee to f 11 the open job seniority will be an important factor but will not outweigh significant differences in skill and experience.
 - (c) An open job which is an initial opening and is not filled by upgrading will be posted if the job rate of the open job is higher than the lowest job rate in the rate schedule.
 - (d) Consideration will be given to employees who make application for the posted job on the same basis as outlined in (c).
 - Such consideration will be given before hiring new employees and an employee will be given preference over a new hire if he can meet the normal job requirements in a time not significantly longer than that required by a new hire.
 - (e) Where the filling of an initial open job creates an open job to be filled this second open job will be treated under the same procedure as the initial opening. Open jobs created by the filling of the second and subsequent open job(s) will not be posted.

- (f) An open job which is posted in accordance with the above will be posted in the Drafting Office for a period of three working days. In posting the job the Company will stipulate the required qualifications for the job. Within three working days of the date of posting, employees with established seniority may file with the Employment Office written applications for transfer from their present classification or kind of drafting work to the open job, stating their qualifications for the job.
- (g) It is understood and agreed that the Company may man such openings on an interim basis pending the determination and placing of the person selected to fill the job.
 - The name of the person selected to fill the job will be posted in the drafting office. When a job posting is cancelled, a notice to that effect will be distributed.
- (h) An employee transferred to an open job through job posting will not have a claim on a further job change by these means for a period of twelve months from the date of transfer, unless the employee has been at the maximum rate of the classification for 6 months or longer and for whom the new job would be an upgrading.
- (i) When no applications are received for a posted job, or when the only applications received are from employees who do not have the requisite qualifications, it will not be a requirement of the Company to post any subsequent open jobs in that same class and kind of work for a period of 30 days.

An employee of the Company, who is not in the bargaining unit, but 9. who has been transferred from what is now the bargaining unit, and who, in the case of an employee who was so transferred after November 15, 1961, was at the time of such transfer an employee with established seniority, may be returned in accordance with his service credits, but excluding any service credits restored in accordance with Article 4, Section 4 (c) and may exercise the same rights to a job as provided above, as if he had remained in the bargaining unit. This will be done on the basis that, in accordance with said rights, he may be returned to any occupational classification in which he previously worked. If he is unable so to return, he will be considered as if he had been removed due to decrease of forces from the occupational classification in which he last worked before leaving what is now the bargaining unit, and may exercise seniority rights in accordance with this Agreement. Association will be informed before such an employee of the Company is so placed in the bargaining unit.

An employee with established seniority who is transferred after January 1, 1970 may be returned to what is now the bargaining unit on the basis that, notwithstanding anything in this Agreement to the contrary, in so doing, his service credits, for seniority purposes only, will be that part of his service credits which he had upon being so transferred plus half the service credits he accumulated while outside the bargaining unit, but excluding any service credits restored in accordance with Article 4, Section 4 (c). Once he has established himself back in the bargaining unit, his service credits (for seniority purposes) will be his total service credits with the Company, but excluding any service credits restored in accordance with Article 4, Section 4 (c).

An employee with established seniority who is so transferred after March 19, 1987 may be returned to what is now the bargaining unit on the basis that, if he is returned within twelve months from the date of his transfer, his maintenance and accumulation of service credits will be calculated in accordance with the immediately preceding paragraph. If he is not returned within twelve months of the date of his transfer then, his seniority within the bargaining unit will be the service credits he had on the day prior to the date of his transfer. After he has accumulated twelve months service credits following his return to the bargaining unit his service credits for seniority purposes will be his total service credits with the Company.

10. An employee may:

(a) Retire at his or her option as provided in the Company Pension Plan

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(b) Be retired by the Company upon reaching the age for compulsory retirement (age 68) whether or not such employee is a participant in the plan.

HOURS OF WORK

The standard work day shall be eight hours, which will normally be worked between the hours of 8:00 a.m. and 5:00 p.m.

The standard work week shall consist of five standard work days, namely Monday to Friday inclusive.

The Company does not guarantee to provide work for the standard hours or any other hours. However, the Company will confer with the Association before changing any schedules.

OVERTIME

- 1. An overtime rate of time and one-half will be paid for hours worked as overtime at the request of and authorized by the Company as follows:
 - (a) For hours worked in excess of eight hours in any single work day beginning at the employee's regular starting time, and for all hours worked on Saturday, and during paid holidays and the half holidays, as set out in Article 9, Paid Holidays.
 - (b) Employees required to start work ahead of their regular starting time will be paid a rate of time and one-half for the time worked before their regular starting time, without regard to the number of hours they work that day. It is understood that this will apply in those cases where otherwise the employee would be paid at his straight time rate.

This provision shall not apply because of a new regular starting time being instituted.

2. An overtime rate of double time will be paid for all hours worked on Sundays at the request of and authorized by the Company and for all time worked in excess of twelve hours in any twenty-four hour period beginning at the employee's regular starting time on a standard work day. 3. The Company's policy is to keep overtime to a minimum. The Union recognizes the Company's need to have overtime worked from time to time and when conditions arise necessitating overtime employees will cooperate with the Company. In assigning overtime the Company will endeavour to distribute overtime equally among the employees who regularly perform the work.

The Company agrees, except under emergency conditions to give twenty-four hours notice when time in excess of an established schedule is to be worked.

ARTICLE 8

CALL-IN PAY

Employees who are called in after their regular working schedule of hours without prior warning will be paid the greater of:

- (a) Actual hours worked at the appropriate overtime rate, or
- (b) Four hours straight time pay.

PAID HOLIDAYS

The Company will observe and pay employees in accordance with its established rules for the following holidays without requiring the employee to render service on such holidays:

New Year's Day Thanksgiving Day

Good Friday Half Day before Christmas Day

Victoria Day Christmas Day

Dominion Day Two days to be determined Locally*

Civic Holiday One half day to be determined locally*

Labour Day

Employees required to work on such a holiday or half holiday will, in addition to the above, be paid in accordance with Article 7, Overtime,

For the purpose of this Article, when one of the above listed holidays (not including the half day) falls on a Saturday, the preceding Friday will be observed as a holiday, and when it falls on a Sunday, the following Monday will be observed as a holiday.

This is subject to any Government declaration regarding when a particular holiday will be observed. The half day holiday preceding Christmas Day provided for in this Article will be observed on the last half shift that would otherwise have been worked before the day observed as a holiday.

To be determined as early as possible in each year by local Management, following discussion with the Association. In any event not less than three (3) months' notice in advance of the day selected shall be given.

Heritage Day will be added to the paid holidays listed in Article 9 if legislated by the Federal or Ontario Governments during the term of the Agreement. If Heritage Day is not so legislated, one additional day to be determined locally will be recognized during the term of this Agreement. Should Heritage Day be subsequently legislated this one additional day will be observed as Heritage Day.

ARTICLE 10

VACATIONS WITH PAY

1. (a) Vacations with pay allowances will be granted as follows:

YEARS OF SERVICE CREDITS	
AS OF END OF VACATION YEAR	VACATION
1	2 weeks
4	3 weeks
10	4 weeks
20	5 weeks
30	6 weeks

Where an employee's service credits do not total those set out in the above schedule by June 30th, but will do so by December 31st, by reason of his continuing to accumulate service credits he will qualify for the additional vacation when he accumulates the necessary service credits. Where such additional vacation is taken earlier than the qualifying date, payment of the additional allowance will not be made until the necessary service credits are accumulated.

(b) Vacation allowance may be drawn in advance on the pay day preceding the employee's vacation.

- Subject to Section 3 below and except for employees covered under Section 8 (a) and (b) of this Article,
 - (a) The vacation pay allowance will be based on the proportion of service credits accumulated at June 30th during the immediately preceding vacation year.
 - (b) The vacation pay will be the proportion of service credits times the appropriate number of weeks as set out in Section 1 above, times the employee's normal salary.
- 3. Notwithstanding Article 4, Service Rules, Section 5 of this Agreement, which provides that under certain conditions service credits are granted to employees recalled after layoffs, any time an employee on layoff spends working for another employer will not be counted as service credits for the purpose of calculating the vacation pay to which he might be entitled after recall.
- 4. (a) If an employee is absent due to non-occupational illness or accident at June 30th, for the purpose of calculating his vacation pay, he will be considered to have accumulated any service credits he might be credited with for such absence to that date on his return to work.
 - (b) An employee absent from work due to an industrial accident and receiving temporary disability compensation at the vacation shutdown will be paid vacation in accordance with service credits accumulated during the vacation year, but not less than the amount necessary to make up the difference between his temporary disability compensation and his normal vacation pay.

- 5. (a) When the Plant observes a shutdown or shutdowns for vacation purposes, the vacation season shall be considered to run concurrently with the shutdown period(s). An employee who is entitled to vacation beyond the period of any shutdown(s) may discuss his preferences with his supervisor and every reasonable effort will be made to arrive at a mutually satisfactory arrangement.
 - (b) If during an employee's vacation any of the paid holidays which are subject to the provisions of Article 9, Paid Holidays, occurs on a standard work day, Monday to Friday inclusive, such a day or half day will not count as part of his vacation, and an employee will receive an extra day's vacation or an extra half day's vacation with pay whichever is applicable.
- **6.** Vacations outside of shutdowns will be scheduled to conform to the requirements of the Company.

Two complete vacations will not normally be granted within a period of six consecutive months. It is not permissible to postpone vacations from one year to another.

The following option will be available to an employee, with respect to vacation entitlement which is in excess of statutory requirement and plant shutdown(s).

An employee may elect to take such excess vacation in the form of cash payment in place of time off. At the employee's option, the payment may be taken in cash directly or, may be directed to his credit in the supplementary Pension Plan.

- 7. (a) When an employee who is eligible for vacation is granted a leave of absence, the first week(s) may be designated as vacation period and with the approval of the Department Manager or his designate, the vacation pay allowance for which he was qualified may be paid at the time such leave of absence commences.
 - (b) An employee who is absent because of extended illness or accident, or because he is laid off, may (except in a plant or part thereof which is scheduled for an annual shutdown) have the first portion of such absence designated as the period of any vacation to which he may then be entitled, if the Department Manager or his designate shall approve.
 - (c) An employee who is absent because of personal illness of short duration, or who is laid off for fifteen days or less, or whose absence is excused for personal business or holidays that are unpaid, may (with the approval of the Department Manager or his designate) utilize extra vacation time to which he is entitled in excess of the scheduled shutdown or in excess of two weeks in locations where there is no shutdown for such absences in the form of vacation days. This time may be paid out in units of no less than 1/2 day periods.
 - (d) An employee who is absent from work for any reason other than those reasons listed above will not be entitled either to have his vacation scheduled or to receive a vacation allowance during the period of such absence.

- 8. (a) An employee who has less than six months service credits as of June 30th will receive as vacation pay 4% of earnings for the period from employee's date of hiring to this date.
 - (b) An employee who has six months service credits as of June 30th, but less than twelve months will receive as vacation pay 4% of earnings for the period from the employee's date of hiring to this date.
 - (c) Employees who are laid off indefinitely due to lack of work will be paid at the time of lay-off the appropriate pro rata allowance calculated from their date of employment, or from the end of the second quarter of the calendar year in which they last received a vacation allowance, whichever is the later.
 - (d) (i) An employee who has been in the employ of the Company for three months or less and whose employment is discontinued by the Company will receive an allowance of 4% of the employee's earnings during the period from the employee's date of hiring to the termination of employment less any vacation allowance which he has already received under 8(a) of this Article.
 - (ii) An employee who has been in the employ of the Company for more than three months, and whose employment is terminated for any reason will be paid the appropriate pro rata vacation allowance calculated from his date of employment, or from the end of the second quarter of the calendar year in which he last received vacation allowance, whichever is the later.

EMPLOYEE PERQUISITES

No salaried employee covered by this Agreement shall be discriminated against in respect of any Company-wide perquisites for salaried personnel.

ARTICI F 12

REMUNERATION

- 1. Remuneration will be made in accordance with the Rate Schedule contained in the Supplement to this Agreement and the rates shall be effective on the dates therein specified.
- 2. An employee's classification may be reviewed at any time. Upon a determination being made that the major part of an employee's time is being spent, and it is expected will continue to be spent, doing work within the scope of a classification different from the one in which he is currently classified, then his classification and salary will be changed appropriately. An employee's classification and salary will, in any event, be reviewed not less frequently than annually, and the result will be made known to the employee.

3. COST OF LIVING ALLOWANCE

In the first year the following will apply:

An allowance equal to one cent (1¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of September 1992 exceeds the CPI for the month of June 1992.

In the second year the following will apply:

An allowance equal to one cent (1¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of March 1993 exceeds the CPI for the month of December 1992.

An allowance equal to one cent (1¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of June 1993 exceeds the CPI for the month of March 1993.

An allowance equal to one cent (1¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of September 1993 exceeds the CPI for the month of June 1993.

In the third year the following will apply:

An allowance equal to one cent (1¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of December 1993 exceeds the CPI for the month of September 1993.

An allowance equal to one cent (1¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of March 1994 exceeds the CPI for the month of December 1993.

An allowance equal to one cent (le) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of June 1994 exceeds the CPI for the month of March 1994.

An allowance equal to one cent (1¢) per hour for each 0.32 points (calculated to the nearest cent) by which the CPI for the month of September 1994 exceeds the CPI for the month of June 1994.

Payment of the Cost of Living Allowance will commence at the start of the payroll period next following the issue of the index for September 1992 and March, June, September and December 1993 and March, June and September 1994.

The Cost of Living will be a separate allowance calculated by multiplying the allowance by the number of hours worked including actual overtime hours worked and will also be included in the calculation of vacation pay, paid holidays and other paid absences.

The amount of the Cost of Living allowance payable following the issue of the index for September 1992 will be incorporated into the Job Rates effective at the same time as the second year general increase and the amount of the Cost of Living Allowance payable following the issue of the index for September 1993 will be incorporated into the Job Rates effective at the same time as the third year general increase.

The CPI referred to in the above formula is the Statistics Canada 1971 = 100.

In each year, the following will apply:

- 1. All employees to receive the equivalent cents per hour by which their job rate is increased.
- 2. The rate ranges on rate schedules to continue to be calculated as in the current Agreement.

IDENTIFICATION OF CLASSIFICATIONS

GROUP LEADER

A non-supervisory position under the general supervision of a supervisor which has, in addition to actual drafting duties, the responsibility to direct the activities of a permanent drafting group* ensuring that designs which are committed to drafting documents are in accordance with specified customer and engineering requirement, current drafting standards, manufacturing capabilities and schedules. This position also has the responsibility for analyzing work loads, planning and assigning work, and reporting to supervision all matters affecting the productivity of the group, provide guidance, assistance and training to members of the group. Does not include a designer draftsman heading up specific projects. The drafting requirements for this position would be at least equal to those of a senior designer.

* The group should not normally be less than three employees.

DESIGNER SPECIAL

A position contributing at a level significantly beyond that required of a senior designer, recognized and consulted by others (such as other designers draftsmen, project groups, engineering, supervision) as a drafting design authority on specific product groupings or functionnal areas in a particular field(s).

May also be required to act as a consultant to customers and vendors.

May be required to direct others on specific projects.

SENIOR DESIGNER

This classification comprises work such as the development of the most complicated designs and variations from previous designs. The position covers work in a particular field(s) within specific product groupings or functional areas.

May be required to check the work or others.

May be required to direct or assist others on specific projects.

May be required to provide guidance, assistance and training on work of the same or lower classifications.

INTERMEDIATE DESIGNER

This classification comprises work such as the development of medium complicated designs and variation of previous designs following available source information, e.g. layouts, standards, written or oral instructions or sketches.

Hay be required to direct or assist others on specific projects.

May be required to check the work of others.

May be required to direct or provide assistance on work of the same or lower classifications.

JUNIOR DESIGNER

This classification comprises work such as the development of simpler designs and variations of previous designs following available source information, e.g. layouts, standards, written or oral instructions or sketches.

Hay require considerable direction on design work.

May be required to check the work of others.

May be required to direct or provide assistance on work of the same or lower classification.

DRAFTSMAN

The preparation and revision of complex drafting detail documents from provided source information, e.g. layouts, schematics, standards, sketches, written or oral instructions.

The amount of direction required varies with experience and ability.

May be required to check the detail work of others or direct others on specific detail projects.

JUNIOR DRAFTSMAN

The preparation, tracing or revision of drafting detail documents of simpler variety from provided source information, e.g. layouts, schematics, standards, sketches, marked prints, written or oral instruction.

The amount of direction and checking varies with experience and ability.

TECHNICAL ILLUSTRATOR SPECIAL

A position contributing at a level significantly beyond that required of a Technical Illustrator I, recognized and consulted by others (such as other technical illustrators, designers, draftsmen, project groups, engineering, supervision) as a technical illustrating authority.

May also be required to act as a consultant to customers and vendors.

Nay be required to direct others on specific projects.

TECHNICAL ILLUSTRATOR I

This classification comprises the layout and preparation of complex technical illustrations from information gathered from engineering drawings, engineering personnel or actual components or installations.

Complexity

Incumbent occasionally is ,required to illustrate objects which are still in conceptual stages which cannot be observed or copied.

Incumbent is required to confer and work directly with Management and works directly under a supervisor who is not an illustrator.

Level of responsibility

Work is typically reviewed in terms of whether it meets the objectives for which the illustration is to be used rather than for technical matters in the use of perspective, medium or design.

TECHNICAL ILLUSTRATOR II

This classification comprises the layout and preparation of technical illustrations from information gathered from engineering drawings, engineering personnel or actual components or installation.

Complexity

Incumbent is required to illustrate objects which can be observed or copied.

Incumbent is required to confer with others in planning the illustration to meet the objectives of the illustration.

Level of Responsibility

Work is typically reviewed in terms of technical matters such as, use of perspective, medium or design to meet the objective of the illustration.

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LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

Employees, not exceeding two in number at any one time, may be granted **permission** to be absent in connection with their Association activities. The **number** may be increased by mutual consent and agreement.

An employee, having 52 weeks or more of service credits with the Company, who is appointed or elected to, and continues in the exercise of, full-time work with the Draftsmen's Association of Ontario. Local 164, International Federation of Professional and Technical Engineers, AFL-CIO-CLC shall, on making fifteen (15) days prior application and stating a definite period for the absence, be granted leave of absence during the term of this Agreement without his service credits being broken thereby, but without the accumulation of service credits and without pay from the Company for the term of office, but not to exceed one year unless mutually agreed upon by the Such leaves of absence shall, on receipt of fifteen (15) days prior parties. written application, be extended from year to year, but not to exceed a total of five (5) years leave of absence by any one employee during his total employment with the Company. Any employee on leave of absence under this paragraph shall not accept any other employment than Association business. If he does he shall lose his service credits. At the end of his leave of absence he shall upon re-employment receive his same basic ratio of pay and classification with any re-adjustments that have been made during that period.

GRIEVANCE PROCEDURE

Recognizing that wherever possible complaints or differences are settled more expeditiously within the segment of organization concerned, the following procedure will be followed:

- 1. If an employee wishes to have a complaint or difference taken up, it will be taken up promptly with his immediate supervisor. He may do this personally, with or without his steward*, or he may have the steward* do it for him. The employee will be present if the matter is discussed by the steward* and the immediate supervisor upon the request of either the supervisor or the steward*.
- 2. On notice to this effect, if his immediate supervisor fails to make a settlement satisfactory to the employee within two working days thereafter, the matter may be similarly referred to his Unit Manager within two working days. Within two working days after the matter is referred to him the Unit Manager will study the merits of the case together with the employee and his steward*.
- 3. Upon failure of a satisfactory settlement of the complaint at this stage, within two working days of this meeting the matter may be referred by an Association representative to the Executive Committee of the Association.
 - The Committee will study the merits of the case and decide if the matter shall be processed as a grievance,
- In the absence of a steward, an employee representative of the Association may act in place of a steward.

- U. If it is decided to process a grievance, it shall be presented in writing by the Association to the Section Manager within one week of the decision of the Unit Manager.
- the Section Manager, employee representatives, not exceeding three in number, will study the case together with the Section Manager and his representatives. At the request of either the Company or the Association, the President of the International Federation of Professional and Technical Engineers or his accredited representative may be present when the case is discussed. An answer in writing will be given by the Section Manager within three (3) working days after the meeting has been held, or within any longer period which may be mutually agreed upon.
- **5.** Failing a settlement at this stage the matter may be referred by the Association, within eight (8) working days, to the President of the Company or such other person as he may designate.

Within eight (8) working days of receipt of such notice the President of the International Federation of Professional and Technical Engineers or his accredited representative will meet with the President of the Company or his designate to discuss the grievance, and an answer will be given in writing within eight (8) working days after the meeting has been held or within any longer period which may be mutually agreed upon. Employee representatives not exceeding three in number may be present at this stage on the request of either the Association or the Company.

- 7. Failing settlement at this stage any grievance alleging non-application or misinterpretation of the provisions of this Agreement may be referred to a Board of Arbitration upon the request of either party, in accordance with the procedure provided for in this Agreement.
- 8. If arbitration is to be invoked, the request for arbitration must be made within ten (10) working days after an answer has been given to the grievance in Section 6 above.
- 9. If the time allowances provided for above, and any mutually agreed upon extensions are not observed by the Association, the grievance will be considered dropped; if such time allowances or any agreed upon extensions are not observed by the Company, then the grievance will be considered to have advanced to the next stage.
- 10. It is recognized that employees who act as Association representatives have regular duties to perform as employees of the Company, Before leaving his section in connection with Association business an Association representative will obtain the permission of his supervisor. He will also report to his supervisor on his return. Any Association representative who is privileged by agreement to take up Association business in another section than his own will first report to the supervisor of that section.
- 11. In the event an employee believes he has been unjustly discharged, such discharge may constitute a special grievance. Any such special grievance shall be made by the employee affected to the Relations Manager within three (3) working days from the effective date of such discharge, and the matter shall be disposed of, (including referral to the President or his designate, if so referred), within seven

- (7) working days of the time the Relations Manager received notice of the grievance, except where a case is taken to arbitration. The discharge of a probationary employee will not be referable to arbitration.
- If the Association wishes to take up a complaint or grievance which is 12. of a general nature, as distinct from one concerning an employee or a specific group of employees, then the Association may refer the matter in writing to the Relations Manager. The Relations Manager will arrange for representatives of local Management to meet with employee representatives of the Association not exceeding three in number to discuss the matter. Such meeting will be held within five (5) working days of the complaint or grievance being so referred. At the request of either the Company or the Association, the President of the International Federation of Professional and Technical Engineers or his accredited representative may be present when the matter is discussed. An answer in writing will be given by the representatives of local Management within five (5) working days after the meeting has been held, or within any longer period which may be mutually agreed upon. Failing a settlement at this stage, the matter may be further processed in accordance with the provisions of this Article commencing at Section 6.
- 13. It is recognized that the Company shall also have the right to take up a complaint or grievance concerning the Association, or concerning the application or interpretation of this Agreement, and that the provisions of this Article shall apply to and be available equally to the Company in the event of any unresolved difference of opinion concerning the interpretation or non-application or violation of this Agreement which the Company may wish to take up.

ARBITRATION

- 1. No matter may be submitted to Arbitration which has not been properly carried through all earlier steps provided for in the Grievance Procedure.
- 2. The party wishing to proceed to Arbitration in accordance with Article 15, Grievance Procedure, will give notice to the other party, including the name of their nominee on the Arbitration Board or request a single arbitrator. The other party will appoint its representative to the Arbitration Board within one week from receipt of this notice or advise of its agreement to a single arbitrator.
- 3. If both such parties agree to the appointment of a single arbitrator, such single arbitrator will be selected jointly by the Association and the Company, and such single arbitrator shall be bound by all the provisions applicable to a Board of Arbitration under the Article.
- 4. If the Company and the Association fail to mutually agree upon the selection of a single arbitrator within one week, it shall be deemed necessary to establish a Board of Arbitration.
- 5. If the Company and the Association do not agree to a single arbitrator, their nominee to the Arbitration Board as provided in section 2 of this Article will jointly select a Chairman, but failing agreement, the matter shall be referred to the Ontario Labour Management Arbitration Commission with the request that it appoint a Chairman.

- 6. The Board of Arbitration will hear the parties, and render a decision within fifteen days. The decision of the majority of the Board of Arbitration shall be final and binding on both parties to the Agreement.
- 7. The expenses of the Chairman of the Board of Arbitration will be borne equally by both the Company and the Association. Where the Board deems it necessary to incur other expenses in connection with the case, the Board will consult with the parties before making its decision regarding incurring such expenses and such expenses will also be borne equally by the Company and the Association.
- 8. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9. The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Agreement and/or its Memoranda or to alter, modify, add to or amend any part of this Agreement or its Memoranda.
- 10. Where the parties have agreed to the appointment of a single arbitrator the provisions of Sections 6, 7, 8 and 9 above shall likewise apply to such single arbitrator.

RIGHTS OF MANAGEMENT

The Association acknowledges that it is the exclusive function of the Company:

- 1. To maintain order, discipline and efficiency;
- 2. To hire, discharge, direct, transfer, upgrade, promote, demote or discipline employees, and to increase and decrease working forces, provided that, if there is a claim of discriminatory upgrading, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause, it may be made the subject of a grievance and dealt with as provided in the Agreement;
- 3. Generally to manage the industrial enterprises in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants, the product to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and control of materials and parts to be incorporated in the product produced. The Company agrees that these rights will be exercised in a manner not inconsistent with the terms of the Agreement.

RELATIONSHIP

There shall be no discrimination by Supervisors or other agents of the Company against any employee because of the employee's membership in the Association or by virtue of the employee holding office in the Association.

The Association agrees that neither its officers nor its members nor persons employed directly or indirectly by the Association will discriminate against employees.

The Association agrees that there will be no Association activity during working hours except in accordance with this Agreement, or as may be mutually agreed upon.

This Agreement shall be applied in accordance with its terms to all employees without discrimination. A copy of the Agreement will be supplied to each employee.

ARTICLE 19

NATIONAL SECURITY

The Association recognizes that the Company has obligation in its contr cts with the Government or its agencies pertaining to national security and agrees that nothing contained in this Agreement shall prevent the Company from fulfilling its obligations.

In the event an employee is directly affected by action taken in order to fulfill these obligations, he will be informed of the Company's reason for such action. On request of the employee the Association will also be so informed.

Any alternative work available to the employee will be discussed with him and with the Association if he so desires.

ARTICLE 20

BULLETIN BOARDS

The Company authorizes the Association to use the appropriate office bulletin boards for the purpose of publishing Association notices but requires that all notices appearing on the bulletin boards must have the approval of the Department Manager or his designate before posting.

ARTICLE 21

WORKING CONDITIONS

The Company shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. The Association will cooperate with the Company in maintaining good working conditions and will assist in assuring the observance of safety rules.

ARTICLE 22

LEGISLATION

In the event of any provisions of this Agreement being changed as a result of any Government legislation, then the parties shall meet and arrive at a satisfactory settlement of those provisions in conformity with such legislation.



VALIDITY

Any provisions of this Agreement which shall be pronounced contrary to the laws of the Province of Ontario or of the Government of Canada shall not affect the validity of the remaining provisions of the Agreement.

ARTICLE 24

TERMINATION AND AMENDMENTS

Should either party desire to amend or terminate this Agreement it shall give written notice to the other within a period of ninety (90) to sixty (60) days prior to December 31, 1994. The parties will meet for the purpose of negotiating such proposed amendments or to discuss such notice of termination within fifteen (15) days of receipt of such notice of desire to amend or terminate this Agreement. Should such notice not be given, this Agreement shall automatically renew itself and continue in full effect for another year.

ARTICLE 25

D TRATION OF AGREEMENT

Subject to the provisions of Article 24 above, this Agreement shall be in full force and effect from January 1, 1992 up to and including December 31, 1994.

Dated this 8TH day of FEBRUARY 1993

For GENERAL ELECTRIC CANADA INC.

Peterborough Plant

For the DRAFTSMEN'S ASSOCIATION OF ONTARIO
LOCAL 164, INTERNATIONAL FEDERATION
OF PROFESSIONAL AND TECHNICAL
ENGINEERS, AFL-CIO-CLC
Peterborough Branch

JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

SUPPLEMENT TO AN AGREEMENT

between the

GENERAL ELECTRIC CANADA INC. Peterborough Plant

and the

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS

AFL-CIO-CLC

IFPTE, Local 164

Peterborough Branch

DRAFTSMEN'S ASSOCIATION OF ONTARIO

Agreement dated 1st day of January, 1992,

BETWEEN General Electric Canada Inc. for its Peterborough Plant (hereinafter referred to as "the Company") and the International Federation of Professional and Technical Engineers, AFL-CIO-CLC, Local 164, Peterborough Branch, Draftsmen's Association of Ontario, (hereinafter referred to as "the Association").

WHEREBY IT IS AGREED as follows:

REMUNERATION

1. <u>Draftsmen</u> Rates

- (A) Effective the pay period following the date of ratification the schedule of salaries for Draftsmen, will be adjusted to reflect a first year increase to all job rates as listed on Schedule #1 attached and the current COLA of \$25.60/40 hours will be incorporated into all job rates.
- (B) Effective the pay period following 1 January 1993, the schedule of salaries for Draftsmen, will be adjusted to reflect a second year increase to all job rates as listed on Schedule #1 attached and the first year COLA will be incorporated into all job rates.
- (C) Effective the pay period following 1 January, 1994, the schedule of salaries for Draftsmen, will be adjusted to reflect a third year increase to all job rates as listed on Schedule #1 attached and the second year COLA will be incorporated into all job rates.

2. Retroactive Pay

Employees on the payroll at the date of ratification and those who were laid off due to lack of work after December 31, 1991, will receive the equivalent cents per hour by which their Job Rate is increased for all hours paid, from the start of the payroll period following January 1, 1992, to the date that the initial salary increase is applied.

PETERBOROUGH

SCHEDULE #1

	PIRST	YEAR		SECON	D YEA	R		THIRD	THIRD YEAR						
	ON RAT							~~~~							
	ROLL IN COLA	GEN. INCR		JAN. 4 1993 GEN. INC.	1993	JULY 1993		JAN. 3 1994 GEN. INC.	JAN.	APR. 1994					
GROUP LEADER	25.60	~ s	COLA	15.20	COLA	COLA	œw	13.20	cou	COLA	COLA	COLA			
DESIGNER SPECIAL	25.60	15.20		15.20		а	а	13.20	•	а	a	D			
TECHNICAL ILLUST. SPECIAL	25.60	15.20	*	15.20	•	a	•	13.20	•	a	a	•			
TECHNICAL ILLUST. I	25.60	14.40	•	14.40	•	•	•	12.46	#	•	•	₩			
SENIOR DESIGNER	25.60	14.40	W	14.40	•	•	•	12.40	**	,	a	Ŋ			
INTERMEDIATE DESIGNER	25.60	13.60	•	13.60	•	a	•	11.60	•	*	•	•			
TECHNICAL ILLUST. II	25.60	12.80	•	12.80	*	•	•	10.80	•	•	•	•			
JUNIOR DESIGNER	25.60	12.00	₩	12.00	•	a	•	10.00	•	a	a	•			
DRAFTSMAN	25.60	10.40	•	10.40	•	•	•	8.40		•	*	•			
JUNIOR DRAFTSMAN	25.60	8.00	•	8.00	•	m	a	6.00	*	a	w	a			

IPPTE DRAFTING - MAR/92

3. Minimum Increase on Promotion

Minimum increase on promotion is to be \$10.00 unless a lesser amount will take the rate to the top of the range.

4. Alternate Compensation Plan

During the term of the Agreement, the parties agree to meet and discuss alternative compensation plans which recognize individual skills and knowledge, and reward team contribution. It is understood if such a plan is developed it requires full involvement/participation across the Plant in order to be implemented.

5. Apprentice Remuneration

- (A) From the commencement of apprenticeship, the apprentice will be paid on a salary basis. Effective the pay period following ratification the schedule of salaries for Apprentices, will be adjusted to reflect a first year increase to rates for each indenture period as listed on Schedule #2 attached and the current COLA of \$25.60/40 hours will be incorporated into all job rates.
- (B) Effective the pay period following 1 January 1993 the schedule of salaries for Apprentices, will be adjusted to reflect a second year increase to rates for each indenture period as listed on Schedule #2 attached and the first year COLA will be incorporated into all job rates.
- (C) Effective the pay period following 1 January 1994 the schedule of salaries of Apprentices, will be adjusted to reflect a third year increase to rates for each indenture period as listed on Schedule #2 attached and the second year COLA will be incorporated into all job rates.

6. Apprentice Training

There is a mutual interest between the parties in effective apprentice training, and either party may raise for discussion and consideration points that will contribute to effective apprentice training. Each apprentice on hiring will be given an apprenticeship outline dealing with the training both at work and related night school courses.

PETERBOROUGH

SCHEDULE #2

	FIRST	YEAR			D YEA							
	ON RAT	IFICAT	ION									
CURRENT	ROLL IN COLA	GBN. INCR	OCT. 1992	JAN. 4 1993 GEN. INC.	APR.	JULY 1993	OCT. 1993	JAN. 3 1994 GEN. INC.	JAN.		JULY 1994	
568.00	25.60	8.80	COLA	8.80	COU	cow	COW	6.80	COU	COLA	COLA	COLA
562.80	25.60	8.80	•	8.80	•	•	•	6.80		-	•	-
556.80	25.60	8.80		8.80	#	•	-	6.80	*	•	•	-
550.80	25.60	8.80	*	8.80	•	•		6.80	**	#	-	-
537.20	25.60	8.00	n	8.00	•	•	•	6.00	*	-	•	×
531.20	25.60	8.00	•	8.00	•		a	6.00	*	•	•	-
525.20	25.60	8.00	"	8.66	•	(1	-	6.00	,		•	-
514.00	25.60	7.20		7.20	•		•	5.20	•	-	#	•

IFPTE DRAFTING - MAR/92

7. Apprentices Allowed Absence
Apprentices will be allowed absences of up to two (2) weeks per year without being required to make up the lost time. '(Such allowance is in addition to vacation and paid holidays.)

8. Dues

Dues deduction information will continue to be supplied to Association members on their annual T4 slips from Payroll. An annual summary of this information will also continue to be supplied to the Association.

Should this procedure become redundant then the Company is prepared to provide the Association with a weekly list of employee names from whom dues are deducted.

9. <u>Seniority</u>

In the matter of seniority the following shall apply:

- (A) An employee who has been removed from his or her classification due to lack of work and who refuses to accept work for which he or she is qualified and who, as a result thereof, is laid off, will not be considered for recall to a class of work with a lower rate range than the rate range for the work refused. This condition will apply for a period of three months following date upon which the employee was laid off, whereupon the employee may notify the Employment Unit of the Company that he or she wishes to be recalled to available work with a lower rate than that which was refused.
- (B) An employee on notice of layoff and seeking displacement opportunity to a classification must be considered and found lacking in transferable skill and experience for the job of the most junior employee on the classification before being considered or interviewed for the job of the second most junior employee on that classification.
- (C) Interviews for the purpose of establishing an employee's ability to displace a shorter service employee will be conducted in the Employment Unit office unless it is mutually agreed to conduct the interview in the work place.
- (D) When two or more employees have the same seniority date the determination as to which employee will be laid off first will be at the sole discretion of Management.

9. <u>Seniority (cont.)</u>

- (E) When an employee fails on a displacement and is removed from the job then the displaced employee and any subsequent displaced employees in a particular "chain of displacements" will be returned to their former jobs. This will include extending recall opportunity to the last employee in the chain who may be out of the plant on layoff.
- (F) A draftsman who has exhausted displacement rights in the drafting classifications, may displace a drafting apprentice who is junior in seniority.

Such displacement consideration will begin with the most junior apprentice in the plant and will be subject to the terms of Article 5, section 3 of the Agreement.

If the displaced apprentice was in the last four indenture periods the displacing employee will be assigned the draftsman classification - if the displaced apprentice was in the first four indenture periods then the displacing employee will be assigned the junior draftsman classification.

Similarly, an apprentice in the first four indenture periods may displace a junior draftsman who is junior in seniority and an apprentice in the last four indenture periods may displace a draftsman who is junior in seniority subject to the terms of Article 5, section 3. An apprentice who displaces a draftsman will remain on the apprentice classification with a view to completing the apprenticeship.

10. Annual Reviews

In response to the Association's proposal on this matter the Company is prepared to revise the Performance Review (Salaried) form to reflect the following:

- (A) Reference to the employee's Social Insurance Number will be removed.
- (B) Appropriate heading and space will be provided for employee comment.
- The form currently in use provides for employee and supervisor signature as well as the date and this provision will be maintained in the revised review form.
- (D) In addition, the Company undertakes to issue a letter of instruction to all drafting supervision regarding:

The fact that the employee is to be afforded the opportunity to make written comment to the review within two (2) working days from the date the review is undertaken.

The fact that the employee is to receive a signed copy of the completed review.

The fact that the revised form is the only recognized Performance Review document.

When an **employee's** annual review has not been conducted by the recorded annual review date, the employee will first bring the matter to the attention of the Supervisor.

Then, if the review is not completed within a two week period, the employee may register a complaint with the Association.

The Association will notify the Supervisor to have the matter finalized, before contacting the Salary Administrator for additional assistance.

Any changes resulting from the review will be made retroactive to the recorded review date.

A copy of the results of the review, including the Supervisor's comments relative to the employee's performance, will be given to the employee who will be requested to sign to signify receipt of same.

11. Review Dates for Recalled Employees

Management is prepared to establish a new review date for recalled employees 12 working months from the employees last review.

12. Layoffs

The Company will provide a laid off or displaced employee with a list of jobs on which the employee has displacement rights. Included on this list will be the review dates of employees involved as well as an indication (*) of any reviews which are not in the normal cycle. Once this list has been provided, upgrades as a result of additional reviews not in the normal cycle will not be approved until required processing has been completed.

Facilities will be provided for an Association representative and a laid off employee to meet and discuss the layoff for a reasonable period of time.

Apprentice Layoffs - Concerning the procedure for listing apprentices for layoff, Management agrees to list the Apprentice whose job is redundant and re-arrange the listed Apprentice to the work of the most junior Apprentice.

Displacement Interviews - In response to concern about proper displacement consideration Management agrees to have an Employee Relations representative attend all displacement interviews.

The Company will notify the affected senior employee(s) in the plant when a job opening is filled by a more junior employee from the recall or return list.

Displacement Failures - Management agrees that an employee with established seniority who fails on a displacement may, only once in connection with circumstances flowing from an original removal due to lack of work, displace the shortest service employee in the lowest classification in the bargaining unit on whose job it is reasonable to expect that she/he will be able to meet the normal requirements of the work.

13. Company to Provide List of Employees' Review Dates

In response to the Association's proposal on this matter the Company is prepared to provide to the Association a list of 3 digit numbers to indicate the fiscal week and the effective day in that week upon which each employee's review date falls.

14. Safety Glasses

An employee whose regular work assignments include working in areas where the wearing of safety spectacles is mandatory, and who requires prescription spectacles, will be supplied with his first pair by the Company at no cost to the employee. Where such employee requires a change in prescription, the Company will supply a replacement pair but not more frequently than once yearly on the same basis as the initial pair.

15. Safety Shoes

The Company will cover the cost of the purchase of one pair of safety shoes up to a maximum cost of seventy-five dollars (\$75.00) not more frequently than once in a twelve month period for employees of the bargaining unit whose regular work assignments require working in a designated foot protection area.

16. Safety Training

The Company will provide each employee with safety training. The Health and Safety Committee will recommend and arrange for the needed safety training and will monitor the safety training programs quarterly to ensure employee participation on a regular basis.

17. Part Time or Temporary Employees

Before hiring part time or temporary employees, Management will meet with Association representatives to communicate the circumstances of the part time or temporary employment arrangements.

18. Flextime

The Company is prepared to implement a system of flextime, as detailed in appendix A, for Drafting employees where a work schedule of greater than 8.0 hours per day is required and where overtime is not deemed by the Company to be a practical means of meeting the work requirements. The parties have agreed that there will be mutual agreement regarding the implementation date for the above flextime system.

Should the management of an area approach Relations with a proposal regarding flex time for their area of responsibility it will be thoroughly reviewed.

19. Extended Hours Bonus

See Appendix A.

DATED THIS 8TH DAY OF FEBRUARY 1993

For			
GENERAL	ELECTRIC	CANADA	INC
Peterbor	ough Plai	nt	

For the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO-CLC, LOCAL 164
Peterborough Branch DRAFTSMEN'S ASSOCIATION OF ONTARIO

The		A. F. Fillow
Bulliture		DW Maynard
	-	
	-	

APPENDIX A

The following outlines the principles and procedures of flextime in designated areas of Peterborough Plant.

It is agreed that this system will remain in effect on a trial basis for 6 months at which time a review of the system will be made as to the appropriateness of these guidelines and/or continuation.

1. Basic Principles

- (a) The work requirements in terms of quality and quantity must be met.
- (b) Employees must work together to ensure that necessary skills are available to other functions as required.
- (c) Existing employee privileges effecting payment for personal time will be maintained.

In the past, payments have been made for certain absences such as personal illness, death in the family and personal business. These payments will continue on the basis of a normal work day of 8 hours (8:00 A.M. to 4:30 P.M.) or part thereof.

Where such types of absence occur it is expected that each employee would request such time from his Supervisor in advance. Personal time allowance may be payable normally for visits to professional services such as doctors, lawyers and dentists. Such payments would be made for a period not to exceed 5 working days in any 12 month period immediately preceding the last day worked.

Other absences of course are the employees choice and are made in the "flex" period as described below.

(d) The normal work day will continue to be 8 A.M. to 4:30 P.M. with a half hour lunch. However under flextime the work day is defined as follows:

Core Periods

The core period is the period of the day when an employee is required to be at work unless he/she has permission to be absent.

9:30 A.M. - 11:30 A.M. 1:30 P.M. - 3:30 P.M. 5:30 P.M. - 7:30 P.M.

Flex Time Period

This is the period where an employee may stop and start work based on his convenience, subject to the job requirements being met.

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11:30 A.M. - 1:30 P.M.
3:30 P.M. - 5:30 P.M.
7:30 P.M. - 9:30 A.M.
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Lunch Period

An individual must take at least a 30 minute break outside of the identified core periods.

2. Procedures

(a) <u>Flex Time Cycle</u>

At the end of every 4 week period an accounting of the total time worked is completed by the employee and approved by his/her Supervisor. There are exactly 160 hours per cycle. This is the time for which payment of salary is made and is based on the regular 40 hours per week for the 4 week cycle.

(b) Credit Time and Debit Time

Where an employee works the exact number of 160 hours in a cycle there is no time on either a credit or debit allowance.

Time worked in excess of the 160 hours is termed CREDIT time.

Time worked less than the 160 hours is termed DEBIT time.

For both credit and debit time, a maximum of 10 hours can be carried forward from one cycle to the next.

Using up credit time or making up debit time occurs during the flex time period as noted in 1(d). This may be extended subject to the following:

Employees may elect, providing the work requirements are met and subject to the advance approval of the Supervisor, to extend the flex time period into the core hours by taking a full day or half day off.

The above is subject to the employee not exceeding 10 hours debit time by using such day or half days.

(c) Overtime

Overtime is only at the request of management and is payable in accordance with contractual requirements.

Where overtime is requested it is defined as work in excess of normal hours of work (i.e. 8 hours).

(d) Recording System

An appropriate recording system will be arranged and prior to implementation all employees involved will be informed as to the procedure for recording time worked.

Payment of extended hours bonus on a flextime schedule is applicable under the following circumstances in designated areas where the work requirements are such that hours of work are required outside of the normal day period:

- Provided the work period is scheduled (with the Supervisor's concurrence) outside of the normal day period for at least one full week.
- Provided the schedule results in an employee working through at least one full core period.

The core periods will be 9:30 A.M. - 11:30 A.M., 1:30 P.M. - 3:30 P.M. and 5:30 P.M. to 7:30 P.M.

The scheduling of the work allows for optimum use of the facilities.

In accordance with the foregoing:

A bonus of 4% will be paid for work schedules starting on or after 1 P.M. and up to 9:45 P.M.

A bonus of 6% will be paid for work schedules starting after 9:45 P.M. and before 6 A.M.

Letter ti

March 20, 1992

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

This will confirm the Company's undertaking that it will supply each employee with a copy of the 1992-1994 Agreement and Local Supplement between the Association and the Company.

Yours very truly,

Warren D. Hope Human Resources,

Peterborough Plant

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

In resolution of the job classification grievances submitted, this will confirm the Company's undertaking to form a joint Union/Company committee to review the classification definitions in the Collective Agreement, and address, as appropriate, multi-skilling, technical expertise and specialized skills within four (4) months following ratification,

With regards to the two employees who submitted inequities (Maslen, Holme) any resulting classification and salary action will be retroactive to the pay period following ratification.

Yours very truly,

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

In those situations where an employee is "displacing" another employee in the application of Article 5.3, it is mutually agreed by the parties that the period in which an employee is required to demonstrate satisfactory ability on the displacement is a period as set out below or such extension of the period as may be mutually agreed upon after the completion of the appropriate period.

If the employee has been retained on the job for full period after the displacement, his performance will be reviewed with him and he will be told of his status at that time.

OCCUPATIONAL CLASSIFICATION PERIOD

Draftsman and Junior Draftsman Up to 4 weeks

Junior and Intermediate Designer Up to 8 weeks

Senior Designer,

Designer Special and Group Leader Up to 12 weeks

A laid off employee transferring due to lack of work, will be provided with up to five (5) days training normally provided in the area.

For employees who have two years or more of service credits, up to fifteen (15) days training will be provided in the area.

For an employee with fifteen years or more of service credits, up to twenty (20) days training will be provided in the area.

An employee with fifteen years or more of service credits, who is being removed from his/her occupational classification due to lack of work and who, notwithstanding the provisions of Article 5, the Company agrees would be unable to displace into any occupational classification and would be laid off out of the bargaining unit for more than thirty days due to lack of work and not because of failure on displacement, will have available to him not more frequently than once in twelve months the following special displacement consideration: He will be placed in an occupational classification in which, the employee's qualifications considered, it is to be expected he will, with training, produce normal quality and quantity within six (6) weeks and in which there is an employee with shorter service credits provided the remaining employees are able to meet the requirements of the work.

Yours very truly,

Warren D. Hope Human Resources,

Peterborough Plant

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

This will confirm that if during the term of the 1992-1994 Collective Agreement drafting work requirements on the C.A.D. equipment at Peterborough, requires staffing outside of the standard work day as provided for in Article 6 of our Collective Agreement or schedules in effect previously agreed to, Management will meet with representatives of the Branch to discuss the work schedules required.

Such discussion would take place at least two months prior to changing any schedules already in effect.

When shift work is required the following shift bonus will apply:

*Regular second shifts will start at 1:00 p.m. or later.
Shifts starting after 9:45 p.m. and before 6:00 a.m. will be recognized and paid as third shifts.

Yours very truly,

Warren D. Hope Human Resources,

Peterborough Plant

*The shift bonus for second shifts will be four percent and for third shifts six percent of an employee's pro-rata hourly rate equivalent. Overtime premium where applicable will not be applied to shift bonus. Employees on a regular day shift who work overtime after the end of their shift will not have shift bonus applied for such overtime hours worked.

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

This will confirm that subject to the approval of an employee's immediate Manager, full pay may be allowed for up to five days in a twelve month period, for absences due to personal business.

The period specified is the twelve month period immediately preceding the last day worked.

Yours very truly,

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

This will confirm the Company's undertaking to attempt to place a pregnant employee, who is working on a V.D.T., on alternate work if such employee so requests.

It is understood that such a temporary reassignment is subject to the availability of other work.

Yours very truly,

International Federation of Professional
 and Technical Engineers, AFL-CIO-CLC
IFPTE, Local 164, Peterborough Branch
Draftsmen's Association of Ontario

Dear Sirs:

This will confirm the Company's undertaking in regard to a draftsman who is in receipt of a pair of prescription safety glasses under the terms of the Company's Safety Glasses Program, and who is subsequently assigned to work on the CAD/CAM equipment; if such employee is required to have safety glasses of a different prescription for the purpose of this work, he will have them provided under the same terms as the original pair.

Yours very truly,

Warren D. Hope Human Resources,

Peterborough Plant

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Braftsmen's Association of Ontario

Dear Sirs:

Notwithstanding Article 4.03(c) and 4.04(a)(ii) of the Collective Agreement, an employee with 52 weeks of service credits or more, who has been absent from work due to disability for a period in excess of 12 months, and has received benefits under the Company's Long Term Disability Plan during this period will, when he ceases to be eligible for benefits under the Company's Long Term Disability Plan, report to the employment office where his employment opportunities will be examined. In considering such opportunities the employee will be given the same seniority rights as if removed from a classification due to lack of work. If the employee returns to work, he will have his prior service credits restored and will receive service credits for the absence under Article 4.05. If he is not able to return to work he will be placed on the recall list for the period of time appropriate to his service credits at the start of such absence subject to the provisions of Article 5.06(a). If he is re-employed from the recall list he will have his prior service credits restored and Will receive service credits for the absence under Article 4.05.

Yours very truly,

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

Notwithstanding the provisions of Article 5, this will confirm that in the application of accumulated Company service credits for seniority purposes, an employee of the Company who has not previously worked in the bargaining unit as set out in the statement of the parties in the Collective Agreement and who transfers into the bargaining unit covered by the Agreement, following ratification, shall have available for seniority purposes in the bargaining unit only those service credits accumulated from the date of entry into the bargaining unit. However such employee will be considered to have seniority rights over probationary employees during the first three months in the bargaining unit. After such employee has accumulated twelve months service in the bargaining unit his service credits for seniority purposes will be his total service credits with the Company.

Yours very truly,

Warren D. Hope Human Resources,

Peterborough Plant

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

An employee who is laid off because of lack of work, and who displaces to an occupational classification at a lower salary under the provisions of Article 5, will have his/her salary maintained for a period of up to twenty-six weeks from the date of transfer.

The above paragraph shall not be deemed mandatory in the event that an employee selects a job through job posting in preference to exercising his/her seniority rights under Article 5, Seniority.

Yours very truly,

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

Work Restructuring and Effects Bargaining

It is understood and agreed that as a result of organizational change and work restructuring, work packages and traditional job scopes/jurisdictions will broaden resulting in a more integrated overall business job structure. It is recognized by the parties that the Peterborough change process will require ongoing dialogue through the Joint Committee and that certain effects may occur which will require discussion and negotiations between the parties related to compensation and seniority rights pursuant to the Collective Agreement and the Local Supplement re restructured work packages.

Yours very truly,

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

TRAINING AND DEVELOPMENT - PETERBOROUGH

The success of the Company to compete in global markets and provide satisfying employment, career growth opportunities and equitable working conditions will to a significant extent depend on our ability to increase productivity, adapt to new and changing technologies and broaden individual employee skills. This in turn will depend on our joint efforts to provide an ongoing program of education and training for upgrading skills to keep employees abreast of advancing technology relative to the equipment they design and the equipment they use. For these reasons the Company has undertaken to improve its approaches to training and development. The Company will commit the necessary resources to achieve the above through a process that will involve the Union in training needs assessment and training program development.

TRAINING OBJECTIVE

The training objective is to provide opportunities to all employees, while recognizing the role of seniority, to achieve a required broad based multi-skilling capability which supports and enhances organizational change and working conditions through work restructuring and facilities consolidation thereby increasing job security and skill/career advancement.

Training and Development (cont.)

TRAINING PROGRAMS

Training programs will address such issues as the education and training to acquire both knowledge and skill, using:

Literacy level education
Generic training
Technical training
Product knowledge training
Apprenticeship
Work Group Process Skills (S.M.W.F.)
Occupational Health and Safety
Educational Leaves
Technological change
Computer Literacy

JOINT TRAINING COMMITTEES

Joint training committees will function under the auspices/direction of the Steering Committee. JTCs comprising employees, unions, supervision and company representatives will normally be established in each business encompassing a number of work group or cost centres to oversee and "manage" the training response to the identified training needs.

Responsibility for the JTCs will include acting as advisory/support/resource groups to the Steering Committee to:

Inventory employee skills
Identify scope of training needs assessment
Establish priorities and criteria for training (who, when, how)
Co-ordinate training delivery and scheduling
Provide measurement and follow-up of the training response and recommend changes

Yours very truly,

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

This will confirm the Company's undertaking in the situation where an employee's layoff is cancelled or extended for more than 30 days. In such cases an employee in process who bypassed this displacement opportunity as a result of the layoff listing will be granted a displacement interview on request.

Yours very truly,

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

This will confirm the Company's undertaking that monitoring devices in the CAD-CAN equipment will not, of themselves, be used to measure a draftsman's productivity.

Yours very truly,

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

This letter will confirm our understanding that when an employee is being considered for an upgrade into Designer Special (DDSP) classification the fact that he/she is multi-skilled will not be a negative factor in the job evaluation.

Yours very truly,

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

The Federal Government Employment Equity Act and the Federal Contractors' Program, both require that employers consult with their employees in the implementation of equity programs.

For these reasons, and because of GE Canada's commitment to Employment Equity and the management of cultural diversity as business priorities, the Company will review its Employment Equity Program and determine how it may affect employees in the bargaining unit represented by your Union.

The principal function of Employment Equity Joint Committee (or the Cultural Diversity Committee as it is named at Peterborough Site) is to focus on increasing the representation of the four Designated Groups (ie. women, visible minorities, native Canadians and persons with disabilities) in occupations throughout the bargaining units, and to recommend areas for negotiation by the parties for proposed modifications to the Collective Agreement to meet the requirements of the law.

The Company will arrange to meet with the Local Executive as required to address actions that enhance Employment Equity in the bargaining unit.

Yours very truly

I confirm the foregoing

1. F. Gillon

Warren-D. Hope Human Resources, Peterborough Plant H. Hillson, Chairman IFPTE, Local 164
Peterborough Branch

International Federation of Professional and Technical Engineers, AFL-CIO-CLC IFPTE, Local 164, Peterborough Branch Draftsmen's Association of Ontario

Dear Sirs:

With respect to Article 15 - Grievance Procedure, and in the interest of providing a more effective grievance settlement process during the renewal Collective Agreement term which commences January 1, 1992, the parties agree to develop a joint Union/Company resolution process for grievances.

Such a procedure would be developed and implemented jointly.

Yours very truly,

I confirm the foregoing

J. Allon

Warren D. Hope Human Resources Peterborough Plant H. Hillson, Chairman Local 164, IFPTE Peterborough Branch



FISCAL CALENDAR

1993

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