

COLLECTIVE AGREEMENT

between

**SIEMENS CANADA LIMITED
Automotive Systems
North American Motor Operations Division
(NAMO)**

London, Ontario

and

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW Canada)
and its Local 27**

July 16, 1996 - July 15, 2001

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1. RECOGNITION

- 1.1. The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions, and this Agreement will pertain to all its hourly Employees in the Bargaining Unit.
- 1.2. The word Employee(s) as used in this Agreement means hourly-rated Employee employed by the "Company" at all of its London locations save and except Supervisors, persons above the rank of Supervisor, office, clerical and sales staff.

2. MANAGEMENT RIGHTS CLAUSE

- 2.1. The Union recognizes that it is the sole and exclusive function of the Company to manage its business in all respects, with the exception of those provisions that have been specifically provided for in this Agreement between the Parties.

3. NO DISCRIMINATION

- 3.1. The Company and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability and sexual orientation.

4. UNION DUES

- 4.1. All Union Dues deductions will be made during the first pay period of the month, provided that there are sufficient earnings and will be submitted to the Union's Financial Secretary not later than the last calendar day of the month for which such deductions have been made.

- 4.2. The Company will deduct from Employees, monthly Union dues to the extent of two (2) hours and twenty (20) minutes of each Employee's straight-time hourly earnings or such different Union Dues deduction amounts as may be stipulated from time-to-time, in writing, by the Financial Secretary on behalf of the Local Union.
- 4.3. Amounts included in Union Dues:
 - 4.3.1. any amount considered regular pay
- 4.4. Amounts not included in Union Dues deductions are:
 - 4.4.1. shift premiums, overtime premiums, Saturday, Sunday and Holiday premiums, (WI) Weekly Indemnity or (WCS) Workers' **Compensation Benefits.**
- 4.5. Union dues are payable when an Employee receives:
 - 4.5.1. Vacation pay, Holiday pay, Jury-duty pay or Bereavement pay
 - 4.5.2. Cost of Living Allowance (COLA)
- 4.6. During the term of this Agreement, each Employee will, after thirty (30) days of Employment, become a member of the Bargaining Unit and authorize the Company to deduct from his/her wages such dues or initiation fees as may be required by the local Union so as to remain a member in good standing.

5. DATA TO BE SUPPLIED TO UNION

- 5.1. The Company will supply to the Union the following information with the submission of the Union Dues Deductions and also furnish the Local Chairperson with copies of the same:
 - 5.1.1. Employees transferred into or out of the Bargaining Unit

- 51.2. Employees status (i.e. at work, on vacation, weekly sick benefits, LTD, WCB, retired in the month, any other leave of absence) and the date of occurrence
- 5.1.3. Layoffs and recalls
- 5.1.4. Employees who have lost seniority
- 51.5. Names, addresses and postal codes of all retired and active Employees, once a year

6. ACQUIRING SENIORITY

- 6.1. A list of all Plant Employees, in order of their respective dates of hire, will be compiled by the Company and the position of these Employees on such Seniority List shall constitute their Seniority standing.
- 6.2. The Seniority List will be revised and posted every three (3) months on all Plant Bulletin Boards so as to be visible to Employees, at all times.
- 6.3. Copies of the Seniority List will be furnished to the Local Union and to the Chairperson of the Union Plant Committee.
- 6.4. Seniority shall be applied in accordance with this Agreement on a Company-wide seniority basis. Employees transferred, from one Department to another, shall incur no loss of Seniority as the result of such transfer.

7. PROBATIONARY EMPLOYEE

- 7.1. Upon successful completion of the Probationary Period, as described above, such Employees shall have their names added to the Seniority List in the order of their respective dates of hire.

- 7.2. All newly hired Plant Employees shall be considered to be on probation for a period of sixty (60) full days worked or four hundred eighty (480) hours worked. During the Probationary Period, the Company may terminate such a Probationary Employee for a "lesser standard" and for reasons less serious than "just cause". The individual concerned will be given a written explanation for the decision and will have access to the Grievance Procedure.
- 7.3. Upon completion of the Probationary Period, an Employee's Seniority shall date back to the first day worked in the Bargaining Unit.

8. LOSS OF SENIORITY

- 8.1. An Employee's Seniority shall be considered broken and Employment relationship ended if:
 - 6.1.1. S/he voluntarily quits the employ of the Company
 - 6.1.2. S/he is terminated for "just cause" and is not reinstated in keeping with the provisions of the Collective Agreement
 - 6.1.3. S/he overstays a Leave of Absence or remains off work without permission from the Company for three (3) consecutive workings days unless satisfactory reason is provided.
 - 6.1.4. A laid-off Employee fails to report for work in accordance with a notice of recall within five (5) working days after the Registered Mail date of such notice unless satisfactory reason is provided.
 - 6.1.6. An Employee is transferred to a position outside the Bargaining Unit, within the provisions of the Collective Agreement

- 6.2. Seniority Employees have a minimum of one (1) year recall **rights** and, time for time hereafter, to a maximum of thirty-six (36) months. Company agrees to apply thirty-six (36) months Recall Rights to all those Employees with current and future recall rights.
- 6.3. It will be the responsibility of the Employee to keep the Company informed of his/her correct address, phone number and related information concerning his/her personal record at all times and the Company only assumes responsibility for contacting an Employee at his/her last address on record with the Company.
- 6.4. Employees transferred out of the Bargaining Unit will not be transferred back.

9. TRANSFERS, LAYOFFS AND RECALLS

- 9.1. The Company will notify Employees, as soon as practically possible, of pending lay-offs.
- 9.2. Whenever it becomes necessary to reduce the workforce, probationary Employees will be laid-off first. If further lay-offs are necessary, Employees with the least amount of Seniority shall be laid off on a Company-wide seniority basis, provided those remaining with more Seniority are able to do the work available and provided that they will participate in the Training Programmes which will be made available to them by the Company for the jobs in question.
- 9.3. If there is a departmental reduction, the junior Employee in the Department, In the affected classification will be reduced.
- 9.4. The junior Employee reduced from a Department will displace the junior Employee in his/her classification in the Plant on his/her shift in accordance with his/her seniority, provided there is no opening on his/her shift.
- 9.6. If an Employee cannot exercise seniority rights within his/her classification, on his/her shift, s/he will displace

the junior Employee in his/her classification in the Plant.

- 9.6. If an Employee cannot exercise seniority rights within his/her classification, s/he will displace the junior Employee in the Plant, and the junior Employee in the Plant will be laid off.
- 9.7. Employees laid-off in accordance with the above provisions, will be returned to work in line with their respective seniority in which they were laid off, provided that they are able to perform the available work.
- 9.6. When an Employee is transferred to another Department or shift, she will be given one (1) week's notice.
- 9.9. When an Employee is to be temporarily transferred from a Department a canvas by seniority will take place. If there are no volunteers, the junior Employee in the requested classification will be transferred. Temporary transfers to another Department will be kept to a minimum and will not be for more than twenty (20) working days. This provision will not be used to circumvent the job posting or the shift selection procedure.
- 9.10. If an Employee is reduced from a classification, provided s/he is actively employed, s/he will have sixty (60) days recall rights to the classification in case of an increase in manpower in that classification, provided that the Employee has not voluntarily posted to another classification.
- 9.11. The Company will provide the Chairperson of the Union Plant Committee with a list of Employees to be laid off or recalled.
- 9.12. Elected Union Representatives will be retained in the Company employ during its respective terms of office, and not transferred out of their zone, notwithstanding their position on the Seniority List, so long as the

Company has work available which Union Representatives are able to perform.

- 9.13. It is recognized and understood that Employees may be laid-off in their Department without respect to their Seniority from the job that they may be performing for a period not exceeding two (2) working days for a maximum of ten (10) working days, per calendar year. Such temporary lay-offs are usually caused by part shortages, Acts of God or related causes such as unexpected disruption of supplies, mechanical or electrical failures, work stoppages or one (1) annual inventory taking.
- 9.14. The following guidelines apply:
 - 9.14.1. Those who volunteer will be laid off
 - 9.14.2. The remaining Employees will be laid off according to the seniority within the Department
 - 9.14.3. If there is no work available, the Supervisor will make every attempt to find suitable work in other areas of the Plant before the Employee(s) is sent home on a temporary basis.
- 9.115 In the event of a reduction in the workforce, Employees who have successfully completed seven hundred and twenty (720) hours of the Set-Up Class B "On the Job" (OJT) Training Programme, and who are directly affected by such reduction, shall displace junior Employees working in the Set-Up Class B classification.
 - 9.15.1. It is agreed and understood that the affected Employee(s) will continue and complete the Set-Up Class B Training Programme.
- 9.16. Employees who have been accepted into the Set-Up Class B Training Programme shall not be subject to layoff until their training has been completed.

10. WAGE ADMINISTRATION & RATE PROTECTION

10.1. Wage adjustments will be made in the following manner:

10.1.1. In the case of an Employee moving from a higher to a lower classification rate, s/he will be paid the higher rate to the end of the shift.

11. JOB POSTING

11.1. Such job opportunities will be posted for three (3) consecutive work days, containing the specific skill requirements.

11.2. Each Job Posting will specify a posting number, job title, number of positions, wage rate, shift and location, specifying also the requirements of the job, including education, experience and skill(s) requirements.

11.3. When completed, the job bid application must be filed with the Employee's Supervisor and returned by the deadline for applications, shown on the form. Successful applicants will be informed following the completion of the interviews.

11.4. The Company will post the result of such vacancies within three (3) working days and the Employee awarded the job posting(s) will be transferred within ten (10) working days. The Union Chairperson will be notified when this is not possible.

11.5. Where skill and ability from among those applying are relatively equal, the Employee with the highest seniority shall be awarded the job.

11.6. All permanent vacancies, defined as jobs that have been vacant for a period of twenty (20) consecutive working days, with the exception of the Assembler classification, will be posted. Experience gained by an Employee on a temporary basis, on that job, in the

twenty (20) day period before the posting, is not considered.

- 11.7. Employees may not be awarded more than three (3) successful job postings in any twelve (12) month period.
- 11.8. Seniority Employees may wish to file their preference to work either the day, afternoon or night shifts. This completed "Shift Change Request/Refusal Form" must be submitted to the Human Resources Department through the Employee's immediate Supervisor. These requests will be considered from the date of filing and transfers will be granted when an opening occurs for that preferred shift. Such requests will be valid for one (1) year.
- 11.9. In the event that an Employee does not succeed on a job after having been awarded a job posting in keeping with the terms of the Collective Agreement, the Employee will be given the opportunity to transfer back to the job s/he held just prior to the successful job bid. This will not be counted towards one (1) of the three (3) successful job bids within twelve (12) months.
- 11.10. The Employee with the highest seniority who applies for a "no test" (Canadian Adult Achievement Test CAAT) classification will be awarded the job and given a trial period of not less than forty (40) working days. The successful Employee on the Job Posting with the highest seniority will be offered the Opportunity to be transferred within the respective classification to the shift of his/her choice in keeping with his/her seniority provided there is an opening on that shift.

12. TRAINING OPPORTUNITIES

- 12.1. In order to accommodate those Employees in production classifications, to acquire needed skills on future job postings the Company will, from time to time, post training opportunities for certain classifications

that require CAAT testing for a period not exceeding forty (40) working days, by seniority.

12.2. The classifications included in the Canadian Adult Achievement Test (CAAT) shall be:

- Set-Up Class "B"
- . Painter/Powdercoat
- Inspector
- . CMM Operator (Class B)
- . Gauge Calibrator
- ISR Technician
- Shipper, Receiver
- . Chemical Technician

12.3. Upon completion of the training period, the successful applicant will return to his/her former job classification.

12.4. S/He must bid on the next Job Posting for which s/he is qualified by reason of such training and if successful, will be transferred to the shift of their choice in keeping with his/her seniority and provided there is an opening on that shift.

12.5. Set-up Class B Training Programme

12.5.1. Objectives:

The purpose of this appendix is to define all conditions governing the "in-house" Set-Up Class B Training Programme for Production classification Employees.

12.5.2. Qualifications:

- i) The minimum eligibility requirements for admission to this training programme shall be a minimum completion of Grade 10 (Ontario), its equivalent or related relevant mechanical experience.

- ii) In order to be successful, applicants must meet all qualifications laid down, including skill requirements, related work experience, mechanical aptitude and successfully complete the Canadian Adult Achievement Test (CAAT).

12.6.3. **Applicants:**

- i) Notice of Set-Up Class B Training Programme openings will be posted on the Company's Bulletin Board.
- ii) Applications for the Set-Up Class B Training Programme will be accepted by the Human Resources Department from seniority Employees (Employees within the Bargaining Unit) who consider themselves eligible.
- iii) A numbered application blank will be filled out and each applicant will sign a register noting that s/he has received and filed an application.
- iv) Applicants meeting the minimum requirements as per the "Qualifications Section", above, will be turned over to the Joint Set-Up Class B Training Programme Committee for review, but the final decision will rest with the Company.

12.5.4. **Training Programme Committee:**

- i) A Joint Training Programme Committee will be established consisting of an equal number of members of the Union and Management.
- ii) There shall be three (3) members from management and three (3) members chosen by the Union from among the

Production classifications, et least one (1) of whom must be a fully qualified Set-Up Class B Employee.

- iii) One (1) of the Management members of the Committee shall be the Chairperson, who shall break the vote in the event that there is a tie.
- iv) The Committee will act in an advisory capacity on all matters pertaining to this Training Programme including, but not limited to, the general administration of the programme, end review of all applications, together with qualifications, test results, progress reports and performance data.
- v) The Committee will meet at least once quarterly or more often, as the issues may dictate, from time to time.
- vi) Under special circumstances, the Committee may summon the Trainee to attend a meeting to gain particular insights into or to listen to particular concerns that may exist.
- vii) The Committee has the authority to discipline a Trainee and to cancel the Training Programme Agreement of the Trainee, at any time, for cause(s) such as:
 - inability to learn
 - failure to cooperate with the Committee
 - unsatisfactory work performance
 - lack of showing general interest in his/her general development

The preceding does not limit the Company to discipline a Trainee for cause on matters

not directly related to his/her training as a Trainee and retains his/her right to the Grievance procedure.

12.5.5. Mandatory Course Work (Academic):

- i) The Trainee must attend and successfully pass all relevant academic course work, off premises, unless prior credit is recognized.
- ii) A brief description of the mandatory courses is attached.
- iii) The total time spent in the required course work shall consist of 210 hours.
- iv) The Trainee must have completed four (4) of the seven (7) specified courses before the "on the job training phase" can commence. The remaining courses must be successfully completed before the Training Programme can be considered as having been met.
- v) Costs for the successfully completed courses will be covered under the "Education Assistance Programme".
- vi) These courses **must** be attended outside regular working hours and on the Trainee's own time. The Company will accommodate the Employees working on off-shifts, so as to enable them to attend the courses.
- viii) Failure to obtain a passing grade in the course work will result in the immediate discontinuance of the Training Programme.

12.6.6. On-the-Job Training (OJT):

- i) The attached summary of the "on-the-job" training assignments are part and parcel of the Training Programme and must be successfully completed to qualify for the fully accredited Set-Up Class B designation.
- ii) This portion of the Training Programme consists of 2240 hours.
- iii) Each Trainee will be paid at the appropriate rate of pay, summarized elsewhere in this document. The Trainee will receive his "present" rate of pay or 75% of the Set-Up Class B rate upon entering the Programme, whichever is the greater.
- iv) Each Trainee's supervisor, together with an assigned "on the job coach", will determine the work assignment(s), provide specific direction, guidance, instruction and monitor the overall progress of the Trainee.
- v) The Trainee will duly enter the types of assignments performed into a log designed for that specific purpose which, when signed by the Trainee's coach and Supervisor, shall constitute the only authoritative source of the work performed.
- vi) This assignment log shall be reviewed with the Trainee at the quarterly meeting of the Training Programme Committee. Any pertinent observations must be reviewed and duly noted in this assignment log.

12.6.7 Wage Rates:

I) A Trainee in the Set-Up Class B programme will be compensated, as follows:

For the first 720 hours of the **Set-Up Class B** wage rate: **75%**

For the next 760 hours of the **Set-Up Class B** wage rate: 65%

For the next 760 hours of the **Set-Up Class B** wage rate: 95%

Upon the successful completion of the Training Programme **and** when actually taking on the full responsibilities of the Set-Up **Class B** wage rate: 100%

12.5.8. Collective Agreement:

The full provisions of the Collective Agreement shall apply to Trainees of the Set-Up Class B Training Programme.

12.5.9. Registration:

All Trainees will be required to sign an internal Training Programme Agreement with the Company.

12.5.10. Completion of Training Programme:

Upon successful completion of the complete terms of this Training Programme, a Trainee shall receive the designation of Set-Up Class B.

12.5.11. Training Schedule:

The Company will start the Set-Up Class B Training Programme, as shown in the training schedule below. The Company agrees to commence with the OJT portion of the Set-Up Class B Training Programme, effective September 01, 1999 for those Trainees who have successfully completed four (4) of seven (7) academic courses of the Programme.

The Company agrees to start the training schedule as follows:

- Start three (3) Trainees Sept 01, 1998
- Start three (3) Trainees Sept 01, 1999
- Start four (4) Trainees, Sept 01, 2000

12.5.12. Seniority

- i) Upon successful completion of the programme, the trained Employee shall return to the wage classification and Department from whence he/she came, immediately prior to entering into the Training Programme, and will be paid at the rate of pay for the classification he/she is working in.
- ii) When a Set-Up Class B vacancy occurs, the Company will post a job notice to that effect and the trained Employee will be required to apply for such a job posting and accept that Set-Up Class B vacancy, irrespective of shift.
- iii) All future openings in the Set-Up Class B classification, will be filled by qualified members of the Bargaining Unit. "Qualified" shall mean an Employee in the Set-Up Class B Training Programme who has successfully completed seven hundred and twenty (720) hours of the "On the Job" (OJT) Training Programme

Course Outlines	
Shop Logic I	30 hours
Computer Basics	30 hours
Blue Print Reading 1	30 hours
Schematic Drawings	30 hours
Electricity for IMM	30 hours
Pneumatics	30 hours
Troubleshooting	30 hours

Skills: A=Applied S=Seminar T=Theory	Core OJT	Wks
Armature Testing: Slaughter	AS	3
Automated Equipment Controls	AS	3
Balancers	AS	3
Changeover Sequence	A	2
Cold Bonding	AS	2
Fusing	AS	6
Know How to Repair & Who	A	1
Know Process: Line (conveyors, pendants)	A	8
Know Process: Operation	A	
Lasers	S	2
Lathes	AS	6
Motor Theory	S	2
Performance Testing: Dynamometer & PI test	AS	2
Safety Procedures (i.e. lockout & tag out)	AS	4
Tools: job specific	A	1
Train the Trainer	S	1
Video Jet	AS	3
Winding	AS	7
TOTAL		56
Training hours include seminars on-site, one-on-one coaching, buddy time and practice time. Total hours 56x40 = 2240 hours Includes troubleshooting and changeover detail as shown in chart.		

12.6. Upgrading Set-Up Class C Employees

Upon ratification of the Collective Agreement, present Set-Up Class C's who have successfully completed the upgrading to Set-Up Class B, will be incorporated into the Set-Up Class B classification.

12.6.1. Those present Set-Up Class C Employees, who do not qualify for the Set-Up Class B designation, will be "grandfathered" and retained in the Set-Up Class C classification and rate of pay, as long as there is work available in that classification. The Set-Up Class C upgrading Programme will continue until all Set-Up Class C Employees have been trained.

12.6.2. For the purposes of 12.6.1, above, the jobs in question are:

- I) Slimline (Armature & Final)
- II) Manual DFA Cells 1, 2 and 3
- III) 4P2S Final
- iv) Module "Euro"
- v) Module (VW)

NB If there are any conversions of (i), (iii), (iv) and (v) to manual Cells, 12.6.1, above, will apply.

13. INCAPACITATED EMPLOYEES

13.1. In the event an Employee becomes physically handicapped and is unable to continue their job, exception will be made in favour of such Employee on the following basis.

13.1.1. If a Job vacancy occurs, which an incapacitated Employee can perform, they will be placed on such job without the necessity of a job posting. A Doctor's

certificate of disability by the Employee's own Doctor, must be submitted.

13.1.2. An Employee placed on a job because of a disability will have that disability reviewed at least annually.

13.1.3. The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.

13.1.4. A Doctor's certificate of disability, by the Employee's own Doctor and, if requested by the Company, from the Company Doctor, must be submitted. If a disagreement occurs between the Employee's own Doctor and the Company Doctor, the Employee will be referred to the London Regional Evaluation Centre and their decision will be binding on the parties.

13.2. An Employee who has been off work due to a Medical Leave will be returned to the last Department/ Classification she worked in before the Leave.

14. GRIEVANCE PROCEDURE

14.1. A Grievance shall be defined as a dispute or alleged violation of the administration and/or interpretation of the provisions of the Collective Agreement.

14.2. Step One: The Employee shall verbally present the complaint to his/her respective Supervisor within five (5) working days of the occurrence or when it should have reasonably been known of such alleged violation of the Collective Agreement. If the Supervisor's answer is not satisfactory, s/he may advise the Supervisor, accordingly, and to have his/her Union Representative present for a meeting which will be

held with the Supervisor, the Employee and the Union Representative for the purposes of resolving the alleged violation.

- 14.3. **Step Two:** If the Supervisor fails to settle the alleged violation within five (5) working days, the Employee shall reduce, to writing, the Grievance identifying the Article(s) of the Agreement alleged to have been violated.
- 14.4. **Step Three:** If the Grievance is not settled within five (5) working days at Step Two, above, it shall be forwarded to the Director, Human Resources, or his designate, within five (5) working days and will call a meeting with the Union Committee within five (5) working days.
- 14.6. If requested by either party, the National Representative or his/her designate may attend at Step Three of the Grievance Procedure.
- 14.6. The Director, Human Resources, or his designate, will answer the Grievance within five (5) working days from the date of such meeting.
- 14.7. Terminations and/or suspensions will be automatically referred to Step Three of the Grievance Procedure.

15. ARBITRATION

- 15.1. If, either party intends to take a Grievance to Arbitration, it shall do so by notifying the other party, in writing, within fifteen (15) working days of Step Three, above.
- 15.2. The parties agree to submit a Grievance to Arbitration from a list of four (4) permanently, pre-selected Arbitrators, who have been mutually agreed upon between the parties starting with a top-down rotation on an alternating basis, from one (1) to four (4). This rotation shall be repeated once the cycle has been

completed. The parties have agreed to the following Arbitrators, for the duration of this agreement:

- 15.2.1. W. Rayner
- 15.2.2. L. McLean
- 15.2.3. K. Hinnegan
- 15.2.4. D. Harris

16.3. The decision of the Arbitrator shall be final and binding.

16. POLICY GRIEVANCE

- 16.1. Either the Company or the Union may file a Policy Grievance concerning the interpretation, application or alleged violation of the Collective Agreement on a matter arising directly between the Company and the Union. Such Grievances shall commence at Step 3 of the Grievance Procedure.
- 16.2. When two (2) or more Employees wish to file a Grievance arising from the same incident/cause, such Grievance may be handled as a Group or Policy Grievance and presented to the Company, beginning at Step Two of the Grievance Procedure.

17. LEAVE OF ABSENCE

- 17.1. Written requests for Leaves of Absence, without pay, filed by Employees, in writing, with their respective Supervisor(s), will be duly considered by the Company and after all relevant conditions have been considered, including production requirements, a Leave of Absence may be granted for a period not exceeding thirty (30) working days, without loss of Seniority or Benefits. Education Leaves beyond thirty (30) days will be duly considered upon request.
- 17.2. A Bargaining Unit Employee elected or appointed to a Union position outside the Company, will be granted an unpaid temporary Leave of Absence, without loss of Seniority or Benefits, to work for the Union for a period

of one (1) year or less. Such Leave will be extended if applied for prior to the expiry date.

- 17.3. The Company will grant all reasonable requests for Leaves of Absence to members of the Union to attend to Union business outside the Plant and will bill the Union, monthly, for all costs for such Leaves. Seniority and Benefits will continue in keeping with the provisions of the Collective Agreement.
- 17.4. If an Employee utilizes a Leave of Absence for purposes other than those for which the Leave of Absence was originally granted, then the Employee's Seniority shall be considered broken and the Employment relationship ended.

16. MATERNITY, ADOPTION & PARENTAL LEAVE

Maternity, Adoption and Parental Leaves of Absence will be granted, without pay, subject to the following:

- 16.1. **Maternity Leaves of Absence** will be granted, subject to the following:
 - 18.1.1. Employees with thirteen (13) weeks or more of service prior to the date of the scheduled leave will be eligible.
 - 18.1.2. The Employee must state her intention to return to work and make a formal application for a Maternity Leave of Absence at least two (2) weeks prior to the date of leaving. Such application must be accompanied by a certificate from a legally qualified medical practitioner, stating the expected date of birth. Formal application will be waived in the case of an Employee, who stops work because of birth that happens earlier than the date upon which the Employee was expected to do.
 - 18.1.3. Leave of Absence may begin no earlier than seventeen (17) weeks before the expected

birth date unless an Employee stops work because of complications or earlier delivery date as described above.

16.2. Leaves of Absence will be granted under the following options:

18.2.1. Option 1: A period of up to seventeen (17) weeks for a Maternity Leave and a period of up to eighteen (18) weeks for a Parental Leave. The period of the Leave under this option is up to thirty-five (35) weeks duration.

18.2.2. Option 2: It consists of the period in excess of the combined Maternity/Parental Leave. The Leave granted under this option shall not result in excess of fifty-two (52) weeks from the date of commencement of the Maternity Leave. Only one (1) option may be selected.

18.3. Adoption Leave shall be granted, subject to the following:

18.3.1. Employees with thirteen (13) weeks or more of service prior to the date of the scheduled Leave will be eligible.

18.3.2. The Employee must state his/her intention to return to work and make formal application for an Adoption Leave of Absence at least two (2) weeks prior to date of leaving.

18.3.3. A Leave will be for a period of up to eighteen (18) weeks, maximum.

18.3.4. A Leave must begin no more than thirty-five (35) weeks after the child comes into the custody, care and control of the Employee for the first time.

18.3.5. The Employee will be credited with accrual of Seniority for up to eighteen (18) weeks.

16.4. Parental Leaves of Absence shall be granted as follows:

18.4.1. To Employees qualified for Maternity Leave in the circumstances of a live birth or an Employee who, not having given birth to a child, has thirteen (13) weeks of service prior to the date of Parental Leave and:

i) Who is in a relationship of some permanence with a parent of a child who has come into the Employee's care, custody and control for the first time and who the Employee intends to treat as a child of his/her own, or

ii) Who is the natural father of a newborn child or a child who has come into his care, custody and control for the first time.

18.4.2. The Employee must state his/her intention to return to work and would make formal application for Parental Leave of Absence at least two (2) weeks prior to the date of leaving.

16.5. Parental Leave must begin:

18.5.1. In the case of an Employee who has taken Maternity Leave, immediately following the Maternity Leave unless the newborn child has not yet come into the custody, care and control of the Employee for the first time, or

18.5.2. In the case of an Employee who is not entitled to take Maternity Leave, no more than thirty-five (35) weeks after the child is born or comes into the custody, care and control of the Employee for the first time.

18.5.3. A Parental Leave will be for a period of up to eighteen (16) weeks, maximum.

18.6. Return to work following Maternity, Adoption or Parental Leave shall be as follows:

18.6.1. The Employee must request reinstatement from Maternity Leave, in writing, and she will be reinstated, provided that she is cleared by the Company Medical Department.

18.6.2. When an Employee is ready to return from Maternity, Adoption and/or Parental Leave, reinstatement will be in accordance with the appropriate following procedure:

- i) Employees with a scheduled date of return up to thirty-five (35) full weeks will be retained on the job held on the date of proceeding on Leave, seniority permitting. Should the Employee not have the seniority to be retained s/he will be placed on an existing vacancy. If no vacancy exists, s/he will have the right to bump a junior Employee, seniority, skills and experience permitting.
- ii) Employees returning from Parental Leave will be returned to their former job. If the former job does not exist, every effort will be made to place them on a comparable job.
- iii) Employees with a scheduled date of return in excess of thirty-five (35) weeks and up to fifty-two (52) weeks, will be placed on an existing vacancy. If no vacancy exists, s/he will have the right to bump a junior Employee, seniority, skills and experience permitting.

18.7. Benefits during Maternity, Adoption and Parental Leave:

18.7.1. Benefit coverage, when approved by the Company, shall be maintained for eligible Employees while on Maternity, Adoption and Parental Leave.

19.6. Disability caused by or resulting from pregnancy or resulting childbirth, or miscarriage, will be treated as any other disability due to sickness, except that no benefits will be paid under the Long-Term Disability Plan (LTD) while the individual is on a Maternity Leave of Absence.

19. PAID EDUCATION LEAVE

19.1. The Company agrees to pay into a special fund two cents (~~20~~) per hour per Employee for all worked hours for the purpose of providing paid Education Leave. Such Leave will be for upgrading the Employee skills in all aspects of trade union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the Company to the following address: CAW Family Education Centre, PEL Training Fund, 205 Placer Court, Toronto, Ontario, M2H 3H9. Make cheques payable to: CAW Leadership Training Fund.

19.2. The Union may select up to four (4) Employees per year to attend Union-sponsored courses for a maximum of twenty (20) days each, spread over a twelve (12) month period, from first day of Leave.

19.3. Affected Employees will continue to accrue Seniority and Benefits during such Leaves of Absence.

20. SHIFT PREMIUM

20.1. Employees working other than the day shift, shall be paid the applicable shift premium in addition to the straight-time base, hourly rate of pay, as follows:

	July 16, 1998	July 16, 1999
Afternoon Shift	25¢ per hour	35¢ per hour
Night Shift	35¢ per hour	45¢ per hour

20.2. It is understood that overtime payment does not apply to shift premiums.

21. REPORTING IN PAY

21.1. An Employee reporting for work, unless previously notified by the Company not to report, at the last address and phone number filed with the Company's Human Resources Department, will be paid four (4) hours of his/her regular rate of pay.

21.2. In the event of adverse weather conditions, local radio announcements, at least one (1) hour in advance of the affected shift, or individual notice shall constitute proper notice and not be subject to the "Reporting in Pay" provision.

22. EMERGENCY CALL-BACK PAY

22.1. An Employee called-back to work after completing his/her shift and after having left the Plant, shall be paid at the rate of time and one-half (1½) and double (2) time for Sundays, in addition to any Holiday pay, if applicable, up to a maximum of four (4) hours of his/her regular pay, whichever is the greater.

22.2. An Employee called in to work overtime prior to the start of his/her regular shift is not entitled to call-in pay.

23. INJURY ON THE JOB

23.1. Employees injured at work and who, as the result, are sent home by the Company, shall be paid their regular earnings for the balance of their shift.

24. JURY DUTY

24.1. The Company agrees to make up the difference between the amount paid by the Court and an Employee's regular rate of pay, when such an Employee is called for Jury Duty or subpoenaed as a Crown witness.

24.1.1. Proper notification

24.1.2. Make up difference between pay received from any source and regular earnings per eight (8) hour day.

25. BEREAVEMENT LEAVE

26.1. The Company agrees to compensate seniority Employees for three (3) consecutive regular working days, excluding Saturdays, Sundays, and Holidays, at their fixed rate of pay plus COLA in the case of the death of an Employee's:

Spouse	Grandparents
Parent	Grandchild
Step-Parent	Current Spouse's Parent
Child	Step-Child
Brother	Step-Brother
Sister	Step-Sister
Brother-in-Law	Sister-in-Law
(Step-Parent of Current Spouse)	
Grandparents of Current Spouse	

26.2. Employees who experience a bereavement as described in Article 25.1 while on scheduled vacation, shall have their vacation period extended by three (3)

working days compensated by the Company. Every effort will be made by the Employee to notify the Company, immediately, of the death of the family member.

25.3. The Company may request an Employee to provide proof of death.

25.4. Additional unpaid Leaves may be requested if extended travel is required to attend the funeral.

26. EDUCATION ASSISTANCE

26.1. It is the policy of the Company to encourage all Employees to engage in personal self-development through various mediums but especially through enrollment in formal academic training courses in the community and at work.

26.2. The following criteria shall apply:

26.2.1. The courses applied for must be job-related

26.2.2. Written approval, before enrolling in the course, must be obtained from the Manager, Human Resources, Training & Development

26.2.3. Upon successful completion of the approved subject matter, satisfactory proof must be submitted to the Company before reasonable tuition and book expenses can be approved

27. BULLETIN BOARDS

27.1. The Company will provide the Union with four (4) of its own Bulletin Boards at locations to be agreed to by the parties. Notices posted on such Bulletin Boards must be authorized by the Director, Human Resources or his designate. Such authorization will not be unreasonably withheld.

28. STRIKES AND LOCKOUTS

28.1. The Company and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

29. DEPARTMENTS, CLASSIFICATIONS AND WAGE RATES

29.1. For the duration of this Collective Agreement, the following Departments will apply:

Department	Includes
Fabrication	Fabrication
ECoater	Epoxy Coater
Module	Module: NA Ford NA - NS Dakota BMW/Volvo VW
E/C Armature	E/C: 4P2S Armature 4PSS Armature
HVAC	HVAC: Cell 1 Cell 2
E/C Final Lines	E/C: MDFA Cell 1 MDFA Cell 2 Auto DFA 4P2S Final
ABS	ABS Kelsey Hayes O/D
Brushlees	Slimline Brushless MDFA Cell 3

29.2. For the duration of this Collective Agreement, the following Classifications and wage rates will apply:

Job Classification				
1.0 MANUFACTURING		July 19/98	July 18/99	July 18/00
Hire Rate: Assembler & Custodian		13.21	13.51	13.82
Assembler (1)		14.21	14.51	14.82
Custodian (1)		14.21	14.51	14.82
Set-Up Class B	E	19.30	19.60	19.91
Set-Up Class C: General	C	17.90	18.20	18.51
Set-Up Class E: Set-Up Operator	I	15.07	15.37	15.68
Set-Up Material Handler	F	16.09	16.39	16.70
Chemical Technician	I	19.30	19.60	19.91
Painter/Powdercoat	J	17.90	18.20	18.51
Repair Person	M	14.86	15.16	15.47
Maintenance Clerk	F	15.18	15.48	15.79
SPC	P	14.86	15.16	15.47
2.0 QUALITY ASSURANCE				
Q.A. Inspector	C	17.69	17.99	18.30
CMM Operator (Class B)	E	18.13	18.43	18.74
Gauge Calibration	T	18.13	18.43	18.74
ISR Technician	L	18.13	18.43	18.74
3.0 LOGISTICS				
Logistics	16.27	16.57	16.88	
4.0 PREMIUMS (ADD'L TO ASSEMBLER WAGE)				
Hire Rate: Facilities Helper		13.86	14.16	14.47

Facilities Helper (1)	2	14.86	15.16	15.47
Hire Rate: Material Handler		14.01	14.31	14.62
Material Handler (1)	1	15.01	15.31	15.62
(1) These Classifications are subject to a Hiring Rate of \$1.00 below the rate of the job, for a period of one (1) year from the date of hire.				

30. COST OF LIVING ALLOWANCE (COLA)

- 30.1. Effective October 01, 1996 and thereafter during the term of this Agreement, each Employee shall receive a Cost of Living Allowance as set forth in this section.
- 30.2. The amount of Cost of Living Adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index of the base 1992=100, hereafter referred to as the "1992 Consumer Price Index" or "1992 CPI".
- 30.3. The COLA allowance provided, herein, will be added to the hourly base rate of each Employee for each straight-time hour worked. To clarify the point, for an eight (6) hour overtime assignment on a Saturday, for example, Employees will be eligible to receive eight (6) hours COLA add-on, and not twelve (12).
- 30.4. In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest 0.1 **index** point, for example, 0.05 and greater rounded upward and less than the 0.05 rounded downwards.
- 30.6. The COLA shall be computed using the three (3) month average of the 1992 CPI for April 1998, May 1998, and June 1998 as the base period.

30.6. COLA adjustments will be made on a quarterly basis at the following times:

<u>Date of Adjustments</u> <u>Based upon the 3 mth Avg of:</u>	<u>Compared to the Base Period.</u>
1st pay period Oct 1998	July, Aug and Sept 1998
1st pay period Jan 1999	Oct, Nov and Dec 1998
1st pay period April 1999	Jan, Feb and March 1999
1st pay period July 1999	April, May and June 1999
and so on at three (3) calendar month intervals, thereafter	and so on at three (3) calendar month intervals, thereafter

30.7. The amount of COLA which shall be in effect as provided above, will be adjusted to the extent of 1¢ per hour upwards or downwards for each .074 of a point range in the 1992 CPI.

30.8. In the event Statistics Canada **ceases** monthly production of the Consumer Price Index, or changes the form on the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this Agreement, a monthly index in its present form and calculated on the same basis as the 1992 CPI.

31. PARTIAL OR TOTAL PLANT CLOSURE

31.1. The Company shall advise the Union **as soon as** practically possible of any contemplated shutdown of operations that will affect the Employees.

31.2. The Union and the Company will meet as soon as is practically possible to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the Employees involved.

32. JOB PLACEMENT

- 32.1. In the event that Seniority Employees are laid-off beyond thirteen (13) weeks, the Company and Union will work with the Ministry of Labour concerning the statutory provisions of such lay-offs and jointly work towards the successful placement of the affected Employees with other Industries.

33. HOURS OF WORK

- 33.1. **Day Shift:** The regular hours of work for the first shift shall not exceed forty (40) hours per week, eight (8) hours per day, starting Mondays between 6:30 a.m. and 7:15 a.m. or such other period of consecutive hours, as may be necessary.
- 33.2. **Afternoon Shift:** The regular hours of work for the second shift shall not exceed forty (40) hours per week, eight (8) hours per day, starting Mondays between 2:45 p.m. and 4:00 p.m. or such other period of consecutive hours as may be necessary.
- 33.3. **Night Shift:** The regular hours of work for the third shift shall not exceed forty (40) hours per week, eight (8) hours per day, starting Sundays between 10:00 p.m. and 12:15 a.m. or such other period of consecutive hours as may be necessary.

34. "WEEKEND WORKERS"

34.1. Hours of Work:

One (1) twelve (12) hour shift, Saturday and Sunday.
Option to add another shift(s) as may be required in the future.

34.2. Pay:

- 34.2.1. Twenty (2) hours pay per shift worked (ie forty (40) hours pay per weekend)

34.2.2. Pay = Base rate + COLA for all regular hours paid + shift premium of **25¢** for all regular hours paid. If there is a second weekend shift, the shift premium will be **35¢**.

34.3. Weekend Vacancies:

Whenever a vacancy occurs on a weekend shift, it will be filled by an internal posting procedure from within the Bargaining Unit by Weekday workers in the same classification, by seniority.

Any subsequent vacancy(s) will be posted and filled in accordance with Article 11 of the Collective Agreement.

Employees reduced from the Weekend Worker shift prior to being on weekend shift for a six (6) month period will return to their previous job within their previous Business Unit.

Employees who are involuntarily transferred from a weekend shift to a weekday shift due to the reduction of weekend requirements will have sixty (60) working days rights to a weekend shift, provided the Employee had enough seniority to remain in the classification.

In all cases, transfer to a Weekend Worker schedule will be voluntary.

From an Overtime perspective, Employees will be deemed to have transferred to the weekend on the Monday prior to the weekend that they commence weekend work.

34.4. Pay Period:

The pay period for the Weekend Worker will be from Monday to Sunday.

34.5. Temporary Layoffs:

Article 9.6 and Article 9.7 of the Collective Agreement will not apply to the Weekend Worker.

34.6. Union Representation:

The Company will recognize an alternate representative for the "Weekend Workers" as per Article 37.6 of the Collective Agreement.

34.7. Vacation and Vacation Pay:

34.7.1. Vacation will be calculated as gross earnings for hours paid.

34.7.2. One (1) weekend, twenty-four (24) hours, equals one (1) week vacation with pay.

34.8. Jury Duty:

If pay is lost due to Jury Duty, then the Company will make up the lost pay as outlined in the Collective Agreement for all regular hours paid. (20 hours pay for each shift)

34.9. Bereavement Pay:

If the three (3) day leave involves Saturday and/or Sunday, then the Company will pay the normal pay rate (20 hours pay) for the Saturday and/or Sunday involved. In an unusual circumstance, the Company will discuss the particulars with the Plant Chairperson.

34.10. Weekly Indemnity and Long-Term Disability:

34.10.1. Long-term disability (LTD): no change

34.10.2. Weekly Indemnity: (1-1-5-30) Waiting period Is five days which would equal one (1) Weekend for the Weekend Worker.

34.10.3. One-half (1/2) of the present benefit for each twelve (12) hour shift missed.

34.10.4. A pro-rated 4.8 hours pay being one (1) day of Weekly Indemnity pay or one (1) day waiting period.

34.11. **Pension Plan:**

Hours calculated as hours paid instead of hours worked.

34.12. **Report-In Pay:**

Report-in pay will be ten (10) hours at the normal pay rate. All other conditions of Article 21 will apply.

34.13. **Overtime:**

34.13.1. Weekend overtime is first offered to regular weekday Employees within the classification as per the Collective Agreement.

34.13.2. Weekday overtime is first offered to regular weekday Employees within the classification, then to weekend Employees.

34.14. **Plant Holidays:**

A weekend not worked is equivalent to five (5) holidays. Any balance of negotiated holidays will be paid based upon eight (8) hours at the normal pay per holiday.

34.15. **Paid Education Leave:**

For purposes of calculating Paid Education Leave fund, the assessment will be based on weekend hours paid. If a Weekend Worker works overtime during the week, the assessment will be based on weekday hours worked.

34.16. **Weekend Worker Shift Change:**

It is recognized that Weekend Workers should use vacation where possible to allow for weekends off. However, for special occasions, a Weekend Worker may change with a qualified Weekday Worker, provided two (2) weeks notice is given to the Company. Since this is a voluntary change, in no case would either Employee be eligible for premium pay for the regularly scheduled hours. Unless this change is

made within the same pay period, there will be a disruption in pay.

A maximum of two (2) shift changes per Weekend Worker per year will be granted and only one (1) Weekend Worker per shift may change with a Weekday Worker. This arrangement must not result in an Employee working more than twelve (12) consecutive hours or having less than eight (8) hours between shifts.

34.17. Probationary Period:

For determination of the Probationary Period for a Weekend Worker, a weekend worked will be the equivalent of five (5) days.

35. PAID REST PERIOD(S)

- 35.1. There shall be two (2) fifteen minute paid break periods per regular shift, The scheduled breaks in effect at the time of signing the Collective Agreement will remain in place and any changes will be by agreement between the parties.
- 35.2. When three (3) shifts are running on a continuous twenty-four (24) hour production operation in an area or Department, there shall be a twenty (20) minute paid lunch. In all other cases, shifts will be eight-and-one-half (5-1/2) in duration, with an unpaid one-half (1/2) hour lunch. The scheduled breaks in effect at the time of signing the Collective Agreement will remain in place and any changes will be by agreement between the parties.
- 35.3. When three (3) shifts are running on a continuous twenty-four (24) hour production operation in an area or Department, there shall be a twenty (20) minute paid lunch. In all other cases, shifts will be eight-and-one-half hours (5-1/2) in duration, with an unpaid one-half (1/2) hour lunch.

- 35.4. Break or lunch periods for Assemblers may be staggered in such a way so as to allow for the continuous operation of machines or equipment.
- 36.5. Relief will be provided by SPC and rework classifications and started not earlier than one (1) hour after the start of a shift and not earlier than one (1) hour after the lunch period. Tag Relief Employees will replace regular Assemblers who are taking their break and lunch.
- 35.6. Tag Relief Employees, irrespective of the Continuous Shift Operation, will receive a twenty (20) minute paid lunch.
- 35.7. Lunch will be provided between 11:00 a.m. and 12:30 p.m. Similar arrangements will be made for the off-shifts.

36. OVERTIME PAY

- 36.1. All hours worked in excess of eight (6) hours per day or on Saturdays, shall be paid at the rate of time and one-half (1-1/2) and all hours worked on Sundays, shall be paid at the rate of double (2) time, in addition to the respective paid holiday, where applicable.
- 36.2. Employees scheduled to work a minimum of two (2) full hours overtime, following directly on from their just completed shift, will be eligible to take a ten (10) minute paid break, before actually commencing the two (2) hour overtime assignment.
- 36.3. The same provision will apply for each subsequent, full two (2) hour overtime assignment worked beyond the completed, initial two (2) hour overtime assignment.

37. OVERTIME EQUALIZATION

37.1. Overtime will be evenly divided among those Employees normally performing the work to be required. A list shall be posted weekly showing the hours of overtime worked by each Employee.

37.2. Equalization Criteria

37.2.1. All overtime will be assigned on a voluntary basis. If additional Employees are needed, the junior Employee(s) in the classification will be required to perform the work.

37.2.2. The available overtime work will be performed by Employees selected from the same classification, in the same Department and on the same shift.

37.2.3. Overtime is to be distributed on the basis of the number of hours charged against the overtime record of each Employee starting with the Employee who has the least number of hours in the classification provided he/she is able to do the work which is required.

37.2.4. If the amount of overtime to be distributed is in excess of the amount which can be handled by the Employees within the classification who are eligible to work, additional Employees are to be selected from the same classification, same department and shift, provided they are able to perform the work required. If additional Employees are required, Employees in the same classification and Department but on the other shifts will be selected provided they are not already scheduled to work.

37.2.6. If additional Employees are required outside the Department(s), the overtime will be distributed first, to other Employees in the same Classification and other Departments,

but on the same shift; secondly, if necessary other Business Units, the same classification and shift, provided they are able to perform the work required.

37.2.6. Employees will be given at least one (1) hour notice before the shift ends for an extended shift or in the **case** of a weekend such as Saturday, Sunday or a holiday, the work notice for overtime work will be given by the end of shift on the Thursday prior to the weekend. If a holiday falls on a Friday, the notification day will be Wednesday.

37.2.7. Off the occasion where overtime requirements are such that only one shift or partial shift(s) in a Department is required to work, that overtime will be assigned to the shift(s) with the lowest group (all classifications in the department and shift) average of overtime. If a new shift is added, Employees will assume the shift average of the other shift(s).

37.2.6. A record will be maintained for each group of Employees sharing overtime by classification. These records are to be maintained in a uniform system. Employees who are eligible to share overtime are those Employees in the same classification, in the same Department and on the same shift who normally perform the work to be done. Employees whose total overtime does not differ by more than 30 hours annually are said to be equal.

37.3. Recording Procedures

37.3.1. Overtime records are to be reset to '0' at the start of each calendar year, for example, January 1. That is, the individual in the classification, Department and shift with the lowest accumulated overtime for the

- 37.3.2. calendar year will be reset to '0'. The remaining individuals in the classification, Department and shift will start the new calendar year with the net difference between their total hours for the calendar year less the total hours of the individual with the lowest hours in classification, Department and shift to a maximum of thirty (30) hours.
- 37.3.3. Employees who are absent for any reason at the time of the canvas for overtime assignments, provided that the timelines in 37.2.7 are met, will be charged the number of hours against their record. Employees who have been absent in excess of thirty (30) consecutive days will not be charged. (see 37.3.5)
- 37.3.4. New Employees to the Department or group will be credited with the average number of overtime hours accumulated to the date by active Employees in the classification to which he/she has been assigned.
- 37.3.5. Employees returning to work who have been on Leave of Absence in excess of thirty (30) work days will be credited with the average number of overtime hours accumulated to that date by the active Employees in the classification to which he/she has been assigned.
- 37.3.6. A new Employee shall be credited with the average number of hours in the classification to which he/she is assigned. For Employees who are on Leave of Absence in excess of thirty (30) work days, the same application will apply.
- 37.3.7. An Employee changing a classification(s) shall be credited with the average number of hours in the classification into which he/she

enters. The hours offered and refused will be credited.

37.4. Charging Overtime

- 37.4.1.** All overtime offered to an Employee must be charged to an Employee's overtime record. (see **37.4.6**)
- 37.4.2.** An overtime assignment refused because it was offered to an Employee after the timelines in 37.2.6 will not be charged against the Employee for overtime equalization purposes.
- 37.4.3.** Overtime records must be recorded daily, posted on an ongoing basis in the Department and updated weekly by Monday at 1:00 p.m.
- 37.4.4.** Overtime for which time and one half (1 1/2) wages are paid is charged against the overtime record as one and one-half (1 1/2) times the numbers of hours actually worked.
- 37.4.5.** Overtime for which double (2X) wages are paid is charged against the overtime record as twice the number of hours actually worked.
- 37.4.6.** Overtime records must show clearly overtime accepted and refused, time when the Employee was not available to work overtime such as, Vacation, Leave of Absence, Workplace Safety and Insurance Board (WSIB), Sick Leave, etc., and supplemental overtime accepted and refused.
- 37.4.7.** If an Employee agrees to work overtime and fails to work it for any reason, he/she shall have his/her overtime record charged with the number of hours the Employee should have worked.

37.4.8. Employees, who are at work, will be asked to initial their overtime decision as it is recorded either as accepted or refused. The record will show "refused to initial" in cases of non-compliance.

37.5. Supervisor Responsibilities

37.5.1. It is the responsibility of the Supervisor of the Department where the overtime is to be worked to ensure that Employees are asked to work starting with the Employee with the least amount of accumulated overtime. The Supervisor where the Employee normally works is responsible for completing the overtime record.

37.5.2. When it is necessary to supplement the Department with additional Employees other than those who normally perform the work in the classification, the Supervisor will approach the Supervisor of the other Department (in accordance with 37.2.5) and request additional help. The Supervisor of the supplementing Department will then ask his/her Employees accordingly and report those names to the Supervisor of the Department where the overtime is being worked.

37.5.3. It is then the responsibility of the Supervisor of the Department where the overtime is worked to ensure that the supplementing Employees overtime hours are properly authorized for payment. If a supplementing Employee fails to report for the overtime shift he/she has agreed to work, the Supervisor of the Department where the overtime occurred is obliged to inform the Employee's Department Supervisor.

37.6. Guidelines for Supplemental Units for Overtime Equalization Purposes

37.6.1. Any changes to these guidelines will be by agreement between the parties.

Department	Includes
Fabrication	Fabrication
ECoater	Epoxy Coater
Module	Module: NA Ford NA - NS Dakota BMW/Volvo VW
E/C Armature	E/C: 4P2S Armature 4PSS Armature
HVAC	HVAC: Cell 1 Cell 2
E/C Final Lines	E/C: MDFA Cell 1 MDFA Cell 2 Auto DFA 4P2S Final
ABS	ABS Kelsey Hayes O/D
Brushlees	Slimline Brushless MDFA Cell 3

30.1.1. If a line moves, Departments have to be realigned

30.1.2. A Department is defined as:
 30.1.2.1. similar work, and
 30.1.2.2. lines are adjacent

30.1.3. Start date: January 1, 1999

36. UNION REPRESENTATION

- 36.1. The Company shall recognize a Committee, in addition to the Chairperson, which shall constitute the Plant Committee and Negotiating Committee.
- 36.2. The Committee, not exceeding a total of six (6) In number, shall consist of: One (1) Chairperson, four (4) Representatives from the Adelaide Street Plant and one (1) Skilled Trades Representative.
- 36.3. This Committee will meet with the Company on a regular basis that is mutually agreed upon. The purpose of these meetings is to discuss and resolve grievances and other matters that either party may raise. The Company shall supply the meeting room during regular working hours.
- 36.4. The Committee shall be elected by, and composed of, fellow Bargaining Unit Employees. The Director, Human Resources, will be notified by the Union, in writing, of the election to office of each member and notified, promptly, of any changes. The Committee will be scheduled for work on the day shift, only.
- 36.5. The Chairperson, or the alternate Chairperson, will be paid the highest Skilled Trades rate for all hours worked, to a maximum of 40 hours per week.
- 36.6. Union Committee Representatives shall request from their respective Supervisor(s), permission before leaving their Workstations, to investigate complaints or Grievances and notify the Supervisor, when returning. A Union Representative requesting time off the Job to attend to Union business or an Employee requesting to see his Union Representative, shall be allowed to do so within one (1) hour of the request.
- 36.7. Before engaging another Employee on a Union matter, during working hours, a Union Representative must first obtain permission from his own or the Employee's Supervisor, as the case may be, and ask permission of the Supervisor of any Department the Representative

finds necessary to visit. Permission shall be granted as in 36.6, above. Time will be paid for at the regular rate of pay.

36.6. The Company will recognize Alternate Union Representatives on all shifts, on a proportionate basis, and the Company will be kept Informed, in writing, of any such Alternates. In the event that a shift does not have a Representative, the Union may appoint someone from that shift to act as an Alternate.' The Union Committee Chairperson shall notify the Director, Human Resources, in writing, of any such appointments, without delay. The Alternates shall be bound by the same standards as the regular Plant Committee.

39. WORK BY SUPERVISORS

39.1. Supervisors will not perform work of the Bargaining Unit Employees. It is agreed to and understood, however, that there are exceptions such as emergencies beyond the control of the Company and also in situations involving familiarization, instructions, experimentation with new processes and training. No Bargaining Unit Employee(s) shall be laid-off or displaced in the result.

40. NEW JOB

40.1. When a new job is created, the Company may assign an Employee to such job for a period not exceeding thirty (30) worked days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) worked days of commencement of the new job. The Company agrees to discuss with the Committee and provide all such data used to arrive at the new classification and rate.

40.2. The normal Grievance procedure will apply if Agreement is not reached between the parties.

41. ADMINISTRATION OF DISCIPLINE

- 41.1. No disciplinary action shall remain against an Employee's record for a period longer than twenty-four (24) months.
- 41.2. An Employee being requested to meet with a member of Management which could result in discipline is entitled to Union Representation during such meeting. The Employee will be informed of his/her right to Union Representation and the meeting will not start until the Union Representative is present.

42. HEALTH, SAFETY AND ENVIRONMENT

- 42.1. The parties agree that they mutually desire to maintain required standards of Health and Safety in the Plant(s) so as to prevent industrial illness and injury and the Company shall make all reasonable and statutory provisions for the Health and Safety of its Employees and for the protection of the environment.
- 42.2. The parties agree to maintain a joint Health and Safety Committee including representation for each of the two (2) Business Units, namely: Cooling and HVAC in accordance with the Occupational Health and Safety Act, its regulations, codes of practices, guidelines, environmental laws and codes and regulations.
- 42.3. The Joint Health and Safety Committee shall consist of twelve (12) members, at least half of whom shall be Employees of the Bargaining Unit chosen by the Union.
- 42.4. The normal term of office for Committee Members is three (3) years.

- 42.6 The Committee shall have two (2) Co-Chairs, who shall rotate on a monthly basis, one (1) chosen by the Union and the other by the Company.
- 42.6. Among other things, the respective Committee will determine the inspections that are to be carried out on a monthly basis, including buildings, structures, grounds, tools, equipment, machinery and work practices and methods so as to be pro-active concerning the work environment and working conditions, including ergonomics, personal protective equipment, lock-out programme, heat stress, determine that accident and incident investigations have been conducted, recommend measures required to comply with the appropriate laws about hazards, the work environment, solicit and consider recommendations from their fellow Employees with respect to Health and Safety and Environmental matters and recommend implementation, where warranted. The Union Co-Chair will be involved in all of the foregoing.
- 42.7. Each member of the Joint Health and Safety Committee shall receive minutes of the monthly meetings, a copy of which shall be posted on all Plant Bulletin Boards.
- 42.6. The Committee shall also have access to reports of current accidents, industrial diseases, environmental accidents/incidents, their causes and means of prevention, remedial action(s) taken or required to be taken by the reports of Investigations or inspections, including any other matters pertaining to Health, Safety and the Environment, have access to and receive copies of pertinent reports, records and documents. The Union Co-Chair will be involved in all of the foregoing.
- 42.9. Time spent by members of the Committee in the course of their duties, shall be considered time worked and shall be paid in keeping with the terms of the Collective Agreement.

- 42.10. The Company will ensure that all Employees are informed of their rights, duties and responsibilities under the Occupational Health and Safety Act (Ontario), including the right to refuse unsafe work, and that no Employee will be disciplined when exercising his/her rights under the respective statutory provisions.
- 42.10.2. The Company agrees to comply with the Ontario Health & Safety Act, Regulations and Codes of Practice (1990).
- 42.11. The Union Health & Safety Environmental staff or advisors will have reasonable access to the workplace when adequate advance notice is received by the Manager, Environmental, Health & Safety.
- 42.12. The Company will continue its present practice to provide personal protective equipment, including the current cost of safety boots and prescription safety glasses with frames of the Employee's choice.
- 42.13. Each year at 11:00 a.m. on April 28, as proclaimed by the Federal Government, work will stop and one minute of silence will be observed in memory of Canadian workers fatally injured on the job and to promote health and safety awareness among the Employees.
- 42.14. During the terms of the Agreement, the Company recognizes a Health & Safety Co-Chair to a maximum of four (4) hours per day to be spent on Health & Safety issues.
- 42.15. In the absence of the Union Health & Safety Co-Chair, the Company recognizes an alternate to the extent shown in 41.14, above, and related clauses.
- 42.16. The Union members of the Company's Joint Health & Safety Committee will be retained in the Plant for as long as work is available which they are capable to perform.

- 42.17. The Union Health & Safety Co-Chair will be retained in the Plant provided that there is work available that he/she is capable of performing.
- 42.18. The Union Health & Safety Co-Chair will share the Plant Chairpersons office (break-out room).
- 42.19. The Company will furnish said office with the following:
- . Two (2) desks
 - Two (2) telephones
 - . One (1) computer and printer
- 42.20. The Company will supply the Union Health & Safety Co-Chair with a copy of a completed Form #7. This shall represent its due notification about accidents in the Plant. He/She will be notified, immediately, in the event of critical injuries, work refusals and Ministry of Labour Inspector visits.
- 42.21. The Company agrees to a Joint Ergonomics Committee to a maximum of eight (8) Union and eight (8) Management Representatives.
- 42.22. When an Employee is ready to return to Modified Work, the Union Co-Chair of the Joint Health & Safety Committee or the Union Chairperson may be asked to participate in the work programme. The Employee will be advised of his/her entitlement to representation either by the Union Co-Chair of the Health & Safety Committee or the Union Chairperson and the Employee will be provided, upon request, with Union representation either by the Union Co-Chair of the Joint Health & Safety Committee or the Union Chairperson.
- 42.23. The Union Health & Safety Co-Chair will be scheduled for work on day shift, only.
- 42.24. The Company will not allow unauthorized access to health information about an Employee. Such medical information will be kept confidential between the Employee and the health professional. Health

professional includes such persons as may be employed in that capacity by the Company and who holds any designated certification as defined under the Health Professional Act (1991) . Health information is defined as information about the Employee's health or such matters as may affect the Employee's health that is provided to a health professional. Unauthorized access is any access to health records for which the Employee has not provided express permission, in writing, to be released by a health professional.

43. VACATION PLAN

- 43.1. The Company will grant vacation in accordance with the Employment Standards Act (Ontario) and further agrees to provide additional vacation to eligible Employees based on their continuous and active service.
- 43.2. Employees will be eligible for vacation credits and vacation pay calculated on gross earnings for hours worked on the following criteria:
 - 43.2.2. Less than one (1) year service, one (1) week vacation or four percent (4%).
 - 43.2.3. One (1) year but less than three (3) years of service, two (2) weeks vacation or four percent (4%).
 - 43.2.4. Three (3) years but less than ten (10) years of service, three (3) weeks vacation or six percent (6%).
 - 43.2.5. Ten (10) years but less than twenty (20) years of service, four (4) weeks vacation or eight percent (8%).
 - 43.2.6. Twenty (20) years or more of service, five (5) weeks vacation or ten percent (10%).

- 43.3. If an Employee is absent for any reason during the vacation year, the percentage calculation will determine the amount of vacation pay.
- 43.4. Vacation pay changes to six percent (6%) eight percent (8%) or ten percent (10%) of gross earnings on the third, tenth and twentieth anniversary hire date of each Employee
- 43.6. Employees must take their earned vacation during the annual Plant Shutdown, except for those Employees requested to work during that period on assignments to maintain essential services.
- 43.6. Preference as to when eligible Employees can take their third (3rd) fourth (4th) or fifth (5th) week of vacation, will be determined based on seniority and on a first-come, first-served basis.
- 43.7. All vacations must be taken by December 31st of each calendar year and cannot be carried over into the next calendar year.
- 43.8. In the event that a paid Holiday falls within an Employees assigned vacation period, the Employee must take that day immediately before or immediately after his vacation period.
- 43.9. The Company reserves the right to schedule an annual Plant Vacation Shutdown.
- 43.10. An Employee who has less vacation weeks to his/her credit than the number of shutdown weeks, will be afforded the first opportunity to work during the annual Plant Shutdown. If no work is available, an unpaid Leave of Absence will be granted, and the affected Employee may wish to apply for Unemployment Insurance Benefits.
- 43.11. Employees leaving the Company will receive payment for unused vacation credits earned to the date of the separation.

- 43.12. If an annual Plant shutdown is to be observed, the Company will post such dates by February 28th of each year.
- 43.13. All vacation requests submitted by April 1st, will be considered, according to seniority. The Company will respond by April 15th.
- 43.14. If there is no total vacation Plant shutdown, eligible Employees will be given at least two (2) consecutive weeks vacation during July and August.

44. PAID HOLIDAYS

- 44.1. For the duration of this Collective Agreement, seniority Employees are eligible to be paid at their respective straight-time hourly base rate for the following holidays:

1998	1999	2000	2001
	Jan 1 New Year's Day		Jan 1 New Year's Day
	Apr 2 Good Friday	Apr 21 Good Friday	Apr 13 Good Friday
	Apr 5 Easter Monday	Apr 24 Easter Monday	Apr 16 Easter Monday
	May 24 Victoria Day	May 22 Victoria Day	May 21 Victoria Day
	July 2 Canada Day	July 3 Canada Day	July 2 Canada Day
Aug 3 Civic Holiday	Aug 2 Civic Holiday	Aug 7 Civic Holiday	
Sept 7 Labour Day	Sept 6 Labour Day	Sept 4 Labour Day	
Oct 12 Thanksgiving Day	Oct 11 Thanksgiving Day	Oct 9 Thanksgiving Day	
Dec 24	Dec 24	Dec 25 Christmas Day	
Dec 25 Christmas Day	Dec 27 Christmas Day	Dec 26 Boxing Day	
Dec 28 Boxing Day	Dec 28 Boxing Day	Dec 27 in lieu of Dec 24	
Dec 29	Dec 29	Dec 28	
Dec 30	Dec 30	Dec 29	
Dec 31	Dec 31 New Year's Day		

- 44.2. Seniority Employees are eligible to be paid for the above holidays, provided that they work their last normally scheduled working hours on the regular working day immediately before and immediately after the holiday(s).
- 44.3. Employees not working the qualifying day immediately preceding and following the December 24 to January 01 shutdown, will lose a maximum of two (2) days pay.
- 44.4. When a paid Holiday falls within an Employee's scheduled vacation period, an additional vacation day(s) will be added so as to extend the vacation period by the corresponding holiday(s). This extra day(s) must be taken immediately before or immediately after the vacation period and may not be taken later or separate from the originally scheduled vacation period.
- 44.6. Any one Employee having agreed to work on a paid Holiday must report to work on that day and perform the assigned job as s/he would on a regular, normal work day.
- 44.8. Employees working on a defined paid Holiday, will be paid at the rate of two times (2X) of the regular rate of pay, plus the Holiday, if eligible.

46. BENEFITS

- 45.1. The Company agrees to continue to pay for the cost of providing the existing levels of Employee Benefit coverage which are subject to the terms of the applicable Insurance Plan. See Appendix A, "Schedule of Benefits".
- 46.2. Changes to Appendix "A" to be incorporated as per Memorandum of Agreement dated June 29, 1998.

46. PENSION PLAN

- 46.1. The attached Pension Plan is agreed to be the Pension Plan that applies to Employees covered by this Collective Agreement.

47. SUBSTANCE ABUSE

- 47.1. Substance Abuse is recognized to be a serious medical and social problem that can affect Employees. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees towards full rehabilitation.
- 47.2. The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of Employees to appropriate counselling services or treatment and rehabilitation facilities.
- 47.3. The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment. If an institute, as selected, is not covered under the Employer Health Tax, Ontario Hospital Insurance Plan (OHIP), the Company will pay all reasonable cost(s) of the treatment.

48. SKILLED TRADES LANGUAGE

- 48.1. Skilled Trades, for the purpose of this Agreement, shall be those trades and classifications listed below:
- 48.1.1. Electrician
 - 48.1.2. Millwright
 - 48.1.3. Tool & Die
 - 48.1.4. Machinist
 - 48.1.5. Refrigeration Mechanic

46.2. The term "Journeyman/Woman" as used in this agreement shall mean any person:

48.2.1. who presently holds a Journeyman/Woman classification in the skilled trades occupation as listed in 48.1 above, or

48.2.2. who has served a bona fide apprenticeship of four (4) years 8000 hours or five (5) years, 9000 hours and holds a certification which substantiates his/her claim of such service, or

48.2.3. who has eight (8) years of practical experience in the skilled trade or classification in which he/she claims Journeyman's designation and can prove same. A CAW Journeyman/Woman card will be accepted as proof.

48.2.4. any further employment in the Skilled Trades occupations as listed in 48.1 above, after signing of this Agreement, shall be limited to Journeymen/Women and apprentices.

40.3.

48.3.1. Seniority in the Skilled Trades shall be by non-interchangeable occupations or trades within the Company. Seniority lists shall be by basic trades or classifications.

48.3.2. Future Employees entering a trade shall have date of entry seniority in the Skilled Trades as listed in 48.3.1. above.

48.3.3. Production workers will not carry their Company seniority into the Skilled Trades nor will the Skilled Trades workers exercise their Company seniority into the general production or non-production groups except where a classification or trade listed In 48.1 above is discontinued or eliminated.

- 48.3.4. Such Employee will then exercise his/her total Company seniority for the purpose of displacing the junior Employee in the classification or trade for which he/she is qualified, or shall exercise all of his/her Company seniority in the general production or non-production groups under the Agreement.
- 46.4. In the event of a decrease in force in any Skilled Trade or classification the following procedure shall apply:
- 48.4.1. FIRST, apprentices will be laid off from their classification in the reverse order of their entry into their apprenticeship.
- 48.4.2. SECOND, probationary Employees will be laid off from their classification.
- 48.4.3. If further Employees are to be laid off, such Employees will be laid off in order of their seniority within their classification.
- 48.5. Should a Skilled Trades Employee become permanently medically unfit and unable to follow his/her skilled trade, both the Company and the Union will cooperate in endeavouring to place such an Employee on a job he or she is capable of performing taking their total seniority with them. However, if placed in a non-skilled classification he/she shall then forfeit all rights within the Skilled Trades.
- 46.6. **Canadian Skilled Trade Council Dues**
- The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, 1/2 hour per year. The first such dues deduction will be made from Employee's first pay following completion of their probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one month's work in the calendar year. These deductions, along with the names of the Employees,

shall be remitted to the Financial Secretary of the focal Union.

- 48.7. This will confirm the Company's policy concerning the performance of maintenance or trades work and the circumstances under which it may be contracted out.

It is recognized and understood that, at times, and for varying reasons, it is not considered practical or advisable for certain work to be performed in-house. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed. This article is not to be regarded as affecting that right. Provided, however, we have the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality and within projected time limits, it is our intention and desire to keep such work within the Company. The Company will provide the appropriate Skilled Trades Steward with advance notice of outside contracting relating to work which is normally performed by the Skilled Trade workforce.

- 48.7.1. Planning: Plant management will meet semi-annually to review with CAW Skilled Trades Representatives projected work loads regarding the installation, construction, maintenance, repair, service and warranty work of existing or new equipment, facilities and the fabrication of tools, dies, jigs, patterns and fixtures.

- 48.7.2. Information: Advance notice of outside contract activities will be provided in situations other than emergencies at least five (5) days in advance to permit meaningful discussion and a careful analysis of the Company's workforce capabilities in connection with the subject work. This written notice will be provided to the Skilled Trades Representative, along with one (1) Employee from the Toolroom, with all

available information on the nature of the work, including plans and the number of trades persons to perform the work.

- 48.7.3. Layoff/Recall: When Skilled Trades Employees are on layoff in a classification the nature of which they customarily perform and consideration is being given to outside contracting of said work, Siemens Skilled Trades Employees will be given first priority for the work before letting the contract, provided they can perform the available work.
- 46.6. The Company agrees to an annual tool allowance to a maximum of \$200.00 per Employee, verified by a receipt.
- 46.9. Overtime will be evenly distributed among those Employees who normally perform the work to be done within their respective classification. In the event an Employee voluntarily misses his/her turn at such overtime, he/she shall be considered as having worked his/her turn insofar as distribution of such overtime is concerned. The exception will be the Research & Development Toolroom which shall be administered separately for the purposes of overtime equalization. The Company will post future vacancies in R&D.
- 48.9.1. The new overtime distribution by classification will become effective October 01, 1998. At that time, all Skilled Trades Employees will start at zero (0) hours and run to year-end, when a new calendar year will commence, for the purposes of overtime equalization.
- 48.10. An Employee absent from work for any reason when the overtime lists are prepared, will be charged for his/her eligible overtime as if he/she had worked.

48.11. Overtime distribution opportunities will be equalized within thirty (30) hours within the respective calendar year.

48.11.1. New Employees to the classification will assume the average hours of the Employees in the trade or classification.

48.11.2. A concerted effort will be made to have Employees work overtime on their scheduled shift. However, Employees may from time to time be requested to work overtime on opposite shifts, on weekends and holidays, in order to minimize the overtime liability as noted above and to support the Company's work requirements.

46.12. Request to work overtime during the regular work week will be made in the following sequence within the Trade on the same shift:

- any Journeyperson
- any probationary Journeyperson
- any Apprentice

48.12.1. So as to ensure the proper completion of a job, it is agreed and understood that jobs started by a particular Tradesperson will be finished by him/her if overtime work is required to complete the job, for that day.

46.13. Overtime will be assigned on a voluntary basis.

46.14. To support the Company's peak customer requirements it may be necessary at times to schedule Employees to work up to forty-eight (46) hours per week. For this purpose, the Company will request volunteers to meet overtime schedule requirements beyond eight (6) hours per day and forty (40) hours per week. If additional Employees are required, the junior Employee(s) in the trade will be required to perform the work.

- 48.15. The Company will post Skilled Trades overtime accumulation boards. This means, one (1) each for the Toolroom, R&D and Maintenance. These boards will be located where they are accessible to all Skilled Trades. These boards will list all Skilled Trades classifications and Skilled Trades Employees with their accumulated overtime hours.
- 48.16. Overtime for which time and one-half (1.5) wages are paid is charged against the overtime record as one and one-half (1.5) times the number of hours actually worked.
- 48.17. Overtime for which double (2) time wages are paid is charged against the overtime record as twice (2) the number of hours actually worked.
- 48.18. Skilled Trade Employees will be given at least one (1) hour notice before the shift ends for an extended shift and in the case of weekends such as Saturday, Sunday and holidays, the work notice for overtime work will be given by the end of the shift on the Thursday prior to the weekend.
- 48.19. An overtime opportunity refused because it was offered to an Employee after the time lines in 48.18 above will not be charged against the Employees for overtime equalization purposes.
- 48.20. Overtime records must show clearly overtime accepted or refused, time when the Employee was not available to work overtime (vacations, leave of absence, WCB, sick leave, etc.) and must be initialized by the Employees.
- 48.20.1. The entry "refused to initial" will be entered on the record for those Employees who do not initial the record.
- 48.21. The Skilled Trades overtime lists will be recorded daily and updated weekly by Monday at 1:00 p.m.

49.22. Skilled Trades Employees who are called in to work while on vacation or leave of absence will be paid time and one-half (1.5) for all work performed Monday through Saturday and double (2) time for Sunday and holidays.

49.23. The Skilled Trades overtime record is to be reset to zero (0) at the start of the calendar year (see Article 48.9.1). The individual with the lowest accumulated overtime for the year will be reset to zero (0) for each classification. The remaining Employees in the classifications will start with the difference between their total hours for the year less the total hours of the individual with the lowest hours in their Skilled Trades classification.

49. SKILLED TRADES APPRENTICES

49.1. The purpose of the Appendix is to define the provisions governing registration, education, seniority and all other matters peculiar to Skilled Trades apprenticeships.

49.1.1. The utilization of the Apprenticeship Programme to develop persons to become qualified Skilled Trades candidates is in the best interest of the parties. The Company will utilize this programme by maintaining an active Apprenticeship Programme. The Company agrees to taking on one (1) Apprentice within six (6) months of ratification and start a second Apprentice, the second year of the Collective Agreement, July 15, 1999.

49.2. Provisions of the Collective Agreement shall apply to all Skilled Trades apprentices.

49.3. A Joint Apprenticeship Committee shall be composed of an equal number of members, three (3) from Management and three (3) from the Skilled Trades

classification, one of which will be the Skilled Trades Chairperson. One (1) of the Management Committee persons shall be the Chairperson, who shall break the vote in the event of a tie. The function of this Committee shall be to advise on all phases of the Apprenticeship Training **Programme**. This Committee shall meet quarterly as as required. At least two (2) members of the Committee from the Union and two (2) members of the Committee from the Company must be present in order to administer the Apprenticeship Standards.

49.4. REGISTRATION

All apprentices will be registered with the Ontario Department of Labour and the Ontario Training Adjustment Board. All apprentices will sign a written Apprenticeship Agreement with the Company.

49.5. INITIAL EDUCATION REQUIREMENTS

An Apprentice will be required to have all Ontario Academic Credits or equivalent. Exception to these requirements may be made by the Apprenticeship Committee.

49.6. SCHOOL ATTENDANCE

Apprentices will be required to attend classes for related Instruction. Any time spent in the Classroom instruction will be paid for by the Company if the Apprentice loses time from his regular work schedule as a result of school attendance. The Apprenticeship Committee will establish a related progressive training schedule for the Apprentices similar to that recommended by the CAW Apprenticeship Standards, offering full exposure to all aspects of the Apprentices trade. The Company will arrange for the Apprentices to attend such courses.

49.7. COMPLETION OF APPRENTICESHIP

An Apprentice, upon completion of his Apprenticeship, shall receive the Journeyman's classification. No certificates will be issued by the Apprenticeship

Branch, Ontario Department of Labour, unless approved by the Joint Apprenticeship Committee.

49.8. SENIORITY

49.8.1. The Apprentice will exercise their seniority in their own classification. (For example, if there are four (4) Apprentices in the Electrical Trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated).

49.8.2. Upon satisfactory completion of the Apprenticeship Program, the Apprentice will obtain Skilled Trades seniority as of the starting date of the apprenticeship, minus any time spent on layoff or in production due to exercising bumping rights due to layoff and accumulation of production seniority at a time of layoff from the apprenticeship.

49.0.3. Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they complete their apprenticeship when the regular apprenticeship seniority rule shall apply. The Apprentice will exercise his/her relative plant seniority at a time of layoff from the apprenticeship.

49.9. RATIO

49.9.1. The ratio shall not be more than one (1) Apprentice to four (4) Journeymen. In the event of a layoff or recall, the ratio shall be one (1) Apprentice to four (4) Journeymen. The Company will endeavour to maintain these ratios.

49.9.2. The above mentioned ratio may be modified as the need arises upon approval of the Joint Apprenticeship Committee.

49.10. APPLICATIONS (Retreated Pool)

- 49.10.1. Notice of apprenticeship openings will be posted on the Company's Bulletin Board.
- 49.10.2. Applications for apprenticeship will be accepted by the Human Resources Department from seniority Employees (Employees within the Bargaining Unit) who consider themselves eligible under this programme of training.
- 49.10.3. A numbered application blank will be filled out and each applicant will sign a register noting that s/he has received and filed an application.
- 49.10.4. Applicants meeting the minimum requirements as per 49.5 will be turned over to the Joint Apprenticeship Committee for approval or disapproval, but the final hiring decision will rest with the Company.
- 49.10.5. Applications for Apprenticeships will be accepted from anyone outside the Bargaining Unit once all Bargaining Unit Employees have been duly considered, but not having met the standard established by the Company.

49.11. CREDIT FOR PREVIOUS EXPERIENCE

Credit for previous related experience in an Apprentice Training Program, or a Skilled Trade in any plant, may be given up to the time required on any phase of the Apprenticeship shop training or related training schedules. Credits for such previous experience shall be given the Apprentice at the time s/he has satisfactorily demonstrated that s/he possesses such previous experience and is able to do the job. Related training credit shall be given the Apprentice at the time that s/he is requesting credit under the related training schedule. At such time that this credit is given, the

Apprentice's wage rate shall be correspondingly adjusted within the Apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

49.12. DISCIPLINE

49.12.1. The Committee shall have the authority to discipline an Apprentice and to cancel the Apprenticeship Agreement of the Apprentice at any time for cause pertaining to his Apprenticeship such as:

- inability to learn
- unsatisfactory work
- lack of interest in his/her work or education

49.12.2. This shall not limit the right of the Company to discipline an Apprentice for cause for matters 'not related to his/her training as an Apprentice. Such discipline by the Company shall be subject to the Grievance Procedure.

49.13. APPRENTICES

Apprentices in each of the Trades covered shall be paid a progressively increasing schedule of wages as follows:

49.13.1. 1st 1000 hours not less than 65% of the Journeyman's rate

49.13.2. 2nd 1000 hours not less than 70% of the Journeyman's rate

49.13.3. 3rd 1000 hours not less than 75% of the Journeyman's rate

49.13.4. 4th 1000 hours not less than 80% of the Journeyman's rate

49.13.6. 5th 1000 hours not less than 85% of the Journeyman's rate

49.13.6. 6th 1000 hours not less than 90% of the Journeyman's rate

49.13.7. 7th 1000 hours not less than 95% of the Journeyman's rate

49.136. 8th 1000 hours not less than 95% of the Journeyman's rate

49.14. An Employee with seniority rights who enters the Apprenticeship Program will remain at his/her current hourly rate until such time as the percentage (%) of the Journeyman's rate is the greater of the two and will continue to progressively increase as per above chart.

49.15. Anyone newly hired and placed directly into an Apprenticeship will begin at 65% of the Journeyman's rate and progress accordingly to the Apprentice wage schedule.

50. SKILLED TRADES: Classifications and Wage Rates

50.1. The Company will pay for the licensing fee of the Refrigeration Mechanic.

50.2. Toolroom Employees will receive twenty (20) minutes paid lunch, effective 2nd year (July 16, 1999).

50.3. The Company agrees, in principle, to establishing an "Electrician/Programmer" classification. The feasibility and details concerning the function will be worked out by the parties by December 31, 1998.

Job Classification		Min	Max		
			July 18/98	July 18/99	July 16/2000
Certified Skilled Trades Hiring In Rate (2)	A		22.96	23.36	24.57
Certified Skilled Trades (2)	A	22.96	24.76	25.16	25.57
(2) All Skilled Trades Classifications are hired In at the Hire Rate and receive an additional \$0.36 per year of service up to a maximum of \$1.80					

51. DURATION OF AGREEMENT

- 51.1. The Agreement shall be effective the 16th day of July 1998 to and including the 15th day of July 2001. Either party shall be entitled to give notice, In writing, to the other party as provided In the Labour Relations Act of Its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within 16 days of the notice or within such further period as the parties mutually agree upon.
- 51.2. It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of 15th day of July

2001, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

APPENDIX "A": Schedule of Benefits

1. The Company will supply Employees a booklet as a summary of the details of the benefits.

a) Life Insurance	. 1.5 times annual earnings
b) Dependent Life Insurance	. Spouse: \$3,000 . Each eligible child: \$1,500
c) AD & D	. 1.5 times annual earnings
d) Optional Employee-paid Life Insurance	. \$250,000 maximum for Employee; spousal maximum is 50% of Employee's Optional coverage
e) Major Medical (including Dependent coverage)	. \$150,000 overall lifetime. Effective January 1, 1999, \$15,000 annual maximum reinstatement
i) Semi-Private	. Further details are set forth in the various Insurance Plans and are summarized in the Employee Booklet
ii) Prescription Drugs	. Pay-direct drug card with \$1 .00 co-payment
iii) Paramedical Professional Services	• Including first visit Chiropractic coverage effective July 15, 1999
iv) Orthopaedic Shoes	. Effective July 16, 2000 coverage increases to \$300 per year

v) Out-of-Country Coverage	. Further details are set forth in the various Insurance Plans and in the Employee Booklet.
vi) Vision	. \$125 for frames, lenses, glasses and \$200 for contacts every two (2) years • effective July 16, 2000 these amounts are increased to \$150 and \$225
vii) Hearing Aids	. \$500 per Employee and Dependent every thirty-six (36) months
f) Basic Dental Plan (Including Dependent coverage)	• including 50% reimbursement for Major Restorative; \$1,700 annual maximum: to be increased to \$1,800 effective July 16, 1996 • 9 month recall effective January 1, 1999 • current O.D.A.
g) Weekly Indemnity	• effective July 16, 1996 for disabilities occurring on or after July 15, 1996. 1-1-5-52 basis to yield W.I at 66 2/3% of the employee's regular weekly rate.

h) Employee-Paid LTD	. 60% of monthly pre-disability earnings (maximum \$5000/mth). Premium reduction of 10% for period of October 1/98 to September 30/99. The company will meet and discuss with the Union future premium adjustments.
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2. An Employee who is eligible for Retirement under the Pension Plan and retires with Pension benefits no later than July 1, 1999 will receive a one-time retirement allowance of 510,000 gross. An Employee must notify the Company before April 1, 1999 of their retirement date in order to qualify.

3. The Company will pay benefit premiums for one (1) full calendar month following the month of layoff.

4. Basic Pension Benefit Levels are as follows:

Date You Retire	Basic Monthly Benefit Rate		
	<\$15.00 per hr.	>\$15.00 per hr.	Skilled Trades
Oct. 1/98 - Sept. 30/9	\$21.00	\$23.75	\$31.25
Oct. 1/99 - Sept. 30/0	\$22.00	\$24.75	\$32.25
Oct. 1/00 - July 15/01	\$23.00	\$25.75	\$33.25

5. Supplemental Unemployment Insurance Fund (SUB) Plan - Further details are set forth in the Applicable Plan.

6. CAW Legal Services Plan - Further details are set out in the Applicable Plan.

LETTER OF UNDERSTANDING
Re: Employee Privacy

It is agreed and understood that Union Representatives will occasionally require to talk to Employees away from their workstation and outside of break times. This is to be worked out with the respective Supervisor so that Employees will be made available sometime during their shift.

Ed Sasonow.
Director, Human Resources.

LETTER OF UNDERSTANDING
Re: Harassment in the Workplace

The Union and the Company recognize the problem of sexual and racial harassment in the workplace and are committed to ending it.

Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual preference, disability, political or religious affiliation, or place of national origin. **Every** Employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

Sexual harassment means any repeated and/or unwelcomed words or actions made by a person who knows or ought to know It is unwelcome and includes, but not limited to, the following:

- a) unnecessary touching or patting
- b) suggestive remarks or other verbal abuse
- c) compromising invitations
- d) leering at a person's body
- e) demands for sexual favours
- f) physical assault

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

A complainant may either initiate a Grievance as per the Grievance Procedure of the Collective Agreement or file a written complaint with the Director, Human Resources or his/her designate and the Plant Chairperson and deliver a copy to the alleged harasser.

The parties agree that in the event of a complaint of sexual harassment, it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

An Arbitrator hearing a complaint or Grievance under this Article shall have the authority to:

- a) determine the appropriate discipline up to and including dismissal
- b) decide that the alleged harasser be transferred, demoted or decide to impose other terms or conditions necessary to provide final and conclusive settlement of the Grievance.
- c) In no event shall the Arbitrator have the authority to alter, modify or amend the Collective Agreement in any respect.

Where sexual harassment is proven and results in the transfer of an Employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

Nothing in this Article shall be considered to negate the right of an Employee to seek compensation through civil action or other legal means for any damages arising from a bonafide complaint of sexual harassment including, but not limited to, hearing a Human Rights Complaint.

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

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

Once reported to the Company or the Union, the sexual harassment complaint will be thoroughly investigated, forthwith, and the appropriate remedy applied upon due consultation between the parties, within ten (10) working days from the filing of the complaint.

In the event that the Company establishes a Workplace Harassment Committee, the Union will be invited to participate in its formation on the basis of equal Company and Union members.

During the term of the Collective Agreement, Employees at work will receive two (2) hours of training.

Training will be provided by both CAW and Company instructors.

Ed Sasonow.
Director, Human Resources.

LETTER OF UNDERSTANDING
Re: European Employees

It is understood that European Employees of Siemens may, occasionally, be employed in the Bargaining Unit on various operations in the Plant for the purposes of "know-how" exchange. Such instances will be kept to a minimum and shall not be used to displace seniority Employees in the Bargaining Unit.

Al Seymour.
Area Director, CAW.

LETTER OF UNDERSTANDING
Re: Pay Day

The Company will make available Employee's pay cheques by one
(1) o'clock on Thursdays.

Ed Sasonow.
Director, Human Resources.

LETTER OF UNDERSTANDING
Re: Job Evaluation

In the event that a job needs to be re-evaluated upwards or down during the term of this Agreement, the Company will share all particulars with the Union in a timely fashion.

The normal Grievance procedure will apply if Agreement is not reached between the parties.

Ed Sasonow.
Director, Human Resources.

LETTER OF UNDERSTANDING
Re: New Employee Orientation

In order to appropriately introduce new Employees to the Organization, the Company will conduct as may be required, Orientation sessions, issuing to each Employee a copy of the Collective Agreement and review with them related details such as Union Dues deductions, among other things. The Plant Chairperson, if so desired, may attend such meetings.

Ed Sasonow.
Director, Human Resources

LETTER OF UNDERSTANDING
Re: Jurisdiction of Work

it is agreed between the parties to discuss any questions of job jurisdiction, should the occasion arise, with the Skilled Trades Representative in an effort to resolve the issue(s). The parties may call upon the National Skilled Trades Representative to assist in the matter, if necessary.

Ed Sasonow.
Director, Human Resources.

LETTER OF UNDERSTANDING
Re: Technological and Technique Change

During negotiations, the Company and the Union discussed changes in technology and techniques that could possibly cause a change in the number of Employees in the Bargaining Unit.

While the Company and the Union realize the importance of keeping abreast of new methods of manufacturing that will allow us to remain competitive, we must also recognize the necessity of Upgrading the skills of the workforce to keep any Impact from new technology and techniques to a minimum.

The Company will notify the Union as far in advance as possible of any decision to apply new technology and techniques which may substantially change the nature of the workforce.

The Company will make the necessary training available for all Employees to become qualified in the skills required because of technological change. This training may be done on site, at a community college or other facilities depending upon the circumstances, and will be paid for when approved by the Company. When major training for new technology is required, the Company and the Union will discuss the methods of training and the individuals most appropriate to receive the training.

Ed Sasonow.
Director, Human Resources.

LETTER OF UNDERSTANDING

Re: "Weekly Indemnity" and "Long-Term Disability" Claims

During the 1998 Negotiations, the parties agreed to the following dispute resolution procedure concerning "Weekly indemnity" and "Long Term Disability" claims:

1. Where there is a dispute between two physicians on the ability of the Employee to return to work, the parties will refer the issue(s) to a medical specialist at the London Regional Centre or Department of Psychiatry at Victoria Hospital, for the purposes of evaluating all aspects of the claim.
2. This independent medical opinion shall be binding on the Company, the Union and the Employee.
3. The Company will pay up to \$2,000 maximum, per claim, for the independent Medical opinion.

Ed Sasonow.
Director, Human Resources.

LETTER OF UNDERSTANDING
Re: Sequencing Arbitrators when referring
multiple Grievances to Arbitration

In the event that a Grievance, filed by either party within the terms of the Collective Agreement, is not resolved to the satisfaction of the party initiating the Grievance, the issue may be referred to Arbitration as outlined in Article 15 using the agreed to panel of Arbitrators on a rotating basis and in the following manner:

- The local Union Chair of the Plant Bargaining Unit or his designate, will forward to the Director, Human Resources or his designate, a written request to refer the Grievance in question, to Arbitration.
- The appointment sequence of Arbitrators shall commence from that point, onward, when the Company has received, in writing, from the Union, official notification that the Union wishes to proceed with its Grievance, to Arbitration.
- In the case when the Union may decide to file multiple Grievances to Arbitration, it is understood that it is the date on which the individual Grievances were reduced to writing, which shall determine the sequence in which these Grievances will be assigned to the respective Arbitrators, (lowest to highest number) from one (1) to four (4) of the rotation order as per clause 15.2 of the Collective Agreement.
- Once an Arbitrator has been appointed in the proper scheduling sequence, he shall not be eligible to hear another Grievance until the balance of the Arbitrator rotation has been exhausted.
- In the event that a Grievance is withdrawn or settled, before it comes on for hearing, the Arbitrator in question is considered to have served his rotation turn and will not be assigned another case until such time as the rotation sequence has been exhausted and his turn comes up, again.

Ed Sasonow.
Director, Human Resources.

Ron Joyal.
Area Director, CAW.

LETTER OF UNDERSTANDING
Re: Janitorial Services

During negotiations for the Collective Agreement, the question of Janitorial Services was discussed and the Company has agreed to offer present Janitors, the job of stripping the cafeteria floor and not to reduce the present number of Janitors in that classification.

Ed Sasonow.
Director, Human Resources.

**Letter of Understanding
Re: Minimum Legislation**

During the course of the 1999 Negotiations, the Union expressed the concern that the provincial government may amend the current Employment Standards Act and the Occupational Health and Safety Act in a manner adverse to the interests of the Union and the Bargaining Unit Employees.

For the life of the Collective Agreement, the Company agrees to abide by:

- a) Part eleven (11) "Pregnancy and Parental Leave" of the Employment Standards Act, R.S.O. 1990
- b) Part fourteen (14) "Termination of Employment" of the Employment Standards Act, R.S.O. 1990
- c) Part five (5) "Right to Refuse or Stop Work Where Health and Safety in Danger" of the Occupational Health and Safety Act, R.S.O. 1990
- d) Part six (6) "Reprisals by Employer Prohibited" of the Occupational Health and Safety Act, R.S.O. 1990

It is further agreed that should any other parts of either the Employment Standards Act or Occupational Health and Safety Act be re-written or amended in an adverse manner to the interests of the Union or the Bargaining Unit Employees, the parties shall meet within thirty (30) days after the introduction of a bill amending the above stated Acts to discuss potential adverse effects on our Employees and to negotiate a mechanism of resolve satisfactory to both parties.

if any pan of the Collective Agreement provides a greater right, benefit, term or condition of employment than an amendment or change in Employment Standards or Occupational Health and Safety legislation, then the Collective Agreement shall prevail and apply.

Ron Joyal.
Area Director, CAW.

Ed Sasonow.
Director, Human Resources.

LETTER OF UNDERSTANDING
Re: Industrial Fork Truck Mechanic

During the 1998 round of Negotiations, the Company agreed to review, periodically, the outside services of the industrial Fork trucks.

Ed Sasonow.
Director, Human Resources.

Ron Joyal.
Area Director, CAW.

For the Company

Ed Sasonow
Director, Human Resources

Monica Clark
Jim McKenzie
Roy Mierdel

For the Union

Ron Joyal
Area Director, CAW

Doug Fortier
Russ Hobson
Eduardo Leon
Dean Pavia
John Swietik
Oscar Zea

