

AGREEMENT

between

JOHNSON
CONTROLS

JOHNSON CONTROLS, INC
AUTOMOTIVE SYSTEMS GROUP
TILLSONBURG, ONTARIO

and

NATIONAL AUTOMOBILE AEROSPACE
TRANSPORTATION and
GENERAL WORKERS UNION OF CANADA
(CAW - Canada)
and its LOCAL 1859

June 3, 1996

AGREEMENT

between

JOHNSON CONTROLS, INC
AUTOMOTIVE SYSTEMS GROUP
TILLSONBURG, ONTARIO
(519) 842-5971

(hereinafter referred to as the Company)

and

NATIONAL AUTOMOBILE AEROSPACE
TRANSPORTATION and
GENERAL WORKERS UNION OF CANADA
(CAW - Canada)
and its Local 1859

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This agreement is entered into on June 3, 1996 by and between Johnson Controls, Inc. Automotive Systems Group, Tillsonburg, Ontario, hereinafter referred to as the Company and the National Automobile Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its local Union Number 1859, hereinafter referred to as the Union in order to provide an orderly collective bargaining relationship.

It is the purpose of this agreement to assure the continuous, harmonious, efficient, economical and profitable operation of the Company's plants; to prevent strikes, slowdowns and any other disturbances which may interfere with production; and further setting forth the agreement covering wages, hours of work, dismissals and other conditions of employment.

Throughout this agreement, wherever the masculine is used, it shall be construed as including the feminine where context or nature of the case requires.

ARTICLE I
Recognition

Pursuant to the certificate of the Labour Relations Board of the Province of Ontario bearing the date of June 11, 1990 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 only to its employees in the bargaining unit, as described in the said certificate of the said Labour Relations Board.

ARTICLE II
Managements Rights

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Except as, and to the extent specifically modified by this agreement, all rights and perogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its Management and may be exercised by Management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, the Company's rights shall include:

(A)
The right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, (which rules and regulations shall be neither unreasonable nor inconsistent with the provisions of this Agreement) policies and practices, to be observed by its employees; to discipline and discharge employees for just cause.

(B)
The right to select, hire and control the working force and employees; to transfer, assign, promote, demote, schedule and classify employees and to retire employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to transfer employees into and out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives.

(C)
The right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the products to be manufactured, merchandised and sold; the standards of performance;

whether to perform or contract for goods and services; the
schedules of work; the methods, processes and means of
performing work; job content and requirements; the
qualifications of employees; the use of improved or changed
methods and equipment; the number of employees needed
by the Company at any time and how many shall work in any
job; the number of hours to be worked; starting and quitting
time; shift hours and rotation thereof; methods to be used to
ensure security of the Company's property, and generally
the right to manage the enterprise and its business without
interference are solely and exclusively the right of the
Company.

Failure by the Company to exercise any of its Management
Rights or other rights shall not be considered to be an
abandonment of those rights nor shall the principle of
estoppel be applied to such circumstances. The operation of
this Article shall not be inconsistent with other provisions of
this Collective Agreement.

ARTICLE III
Human Rights

The Company and the Union agree that there shall be no
discrimination, interference, restriction or coercion exercised
or practised with respect to any employee by reason of age,
marital status, race, ancestry, colour, ethnic origin, creed,
sex, religion, physical handicap or sexual orientation, nor by
reason of union membership or activity.

ARTICLE IV
Union Security

It is agreed by the parties that all employees shall sign a
union membership card and shall remain members of the
union as a condition of employment. The Company agrees
to give each new employee a copy of the Collective
Agreement.

It is also agreed by the parties that all present employees shall pay union dues and initiation fees as a condition of employment.

All new employees hired shall also, as a condition of employment, have deducted from their pay monthly union dues, or an equivalent sum, and shall, at the completion of the probationary period, have deducted from their pay initiation fees, which will be checked off by the Company. The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its employees by the Union in accordance with the Constitution and/or By-Laws of the National or Local Union. In the case of any conflicts, the By-Laws or Constitution of the National Union shall govern.

The Company agrees to forward to the Financial Secretary of the Union by cheque each month, not later than ten working days following the end of the month in which the deductions were made the total amount deducted and a list from whom the deductions were made and who were not checked off and the reason.

The Financial Secretary of Local 1859 will notify the Company of any change in the amount of Union dues and/or initiation fee, that may from time to time take place in line with the Constitution and/or Local Union By-Laws. Union dues are to be reported on T-4 slip.

The Company will forward to the Union the names and addresses including postal codes of all employees covered by the Collective Agreement and will forward any changes of addresses upon receiving a change from the employee.

ARTICLE V 149
Strikes and Lockouts 150

The parties agree that during the life of this agreement, there shall be no work stoppages or interruptions, strikes (including Sympathy Strikes) slowdowns or sickouts, or impeding of work of any kind or nature. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity as referred to above. No employee shall participate in any such activity. In the event any employee or group of employees covered by this agreement participate in any such unauthorized activity, the union agrees that upon notification from the Company of such occurrence, it will direct such employee or group of employees to resume normal work activity and will take effective means to terminate the unauthorized conduct. If the activity does not terminate, the Union (including both the Local and National) shall not be liable to the company for any and all damages resulting from the unauthorized activity from its inception,

Any employee who violates the terms of this article shall be subject to disciplinary action up to and including discharge.

Claims of unfair treatment of any employee by the Company under this section shall be subject to the grievance procedure. The Company agrees that there will be no lockout during the term of this agreement.

ARTICLE VI 176
Union Representation 177

Employees covered by this agreement will be represented on each shift by one representative from Headrest, two from Seating and one from Skilled Trades.

The grievance committee who will attend all grievance meetings shall consist of the day shift committee, one of

which will be the Chairperson. 186
187
The Company will recognize alternate representatives who 188
shall act in the absence of any Union representation. 189
190
The Union agrees to give serious consideration that an 191
unusual number of representatives from one area could be 192
detrimental to the overall operation. 193
194
Union representatives shall be allowed reasonable time off 195
the job with pay to attend to grievances or complaints within 196
their location. 197
198
If the Union representative is required to leave his workstation 199
for the purpose of handling a grievance or complaint, he 200
shall first secure permission from his Supervisor. Such 201
permission shall not be unreasonably withheld. And, each 203
Union rep and Management person will in turn act responsibly 204
in their dealings with regard to these matters. 205
206
When a union representative from either plant is absent, the 207
union representative from the other plant will act in their 208
place. 209
210
The Company agrees to retain union representatives during 211
any reduction in force provided they are able to perform the 212
work available. No Union representative, however, will 213
displace an employee holding a non-interchangeable 214
classification merely because of this super seniority. 215
216
If the population of the bargaining unit exceeds 500, a fifth 217
member will be added to each shift. 218
219
6/1 The Company agrees to hold monthly Labour-Management 220
meetings for the purpose of discussing issues relating to the 221
workplace which affect the parties or any employee bound 222

by this Agreement. The day shift committee will attend 223
these meetings with pay. 224

ARTICLE VII 226

Grievances 227

The purpose of this Article is to establish a procedure for the 229
settlement of all disputes which may arise as to wages, hours 230
of work, working conditions and other matters affecting 231
bargaining unit employees in the plant. 232

Grievance forms will be provided by the Company. 234

Step 1. 236

Any employee having a grievance shall first take the matter 237
up with his supervisor or committee person who will then 238
discuss the complaint with the concerned supervisor. 239

Step 2. 241

If the complaint is not satisfactorily resolved within twenty 242
four hours the committee person will then submit a written 243
grievance signed by the complaining employee citing the 244
incident and the provisions of the agreement that are claimed 245
to have been violated. 246

The Company will respond to the grievance in writing by the 248
end of the second work day following the date of the written 249
grievance. The grievance shall be considered settled on the 250
basis of the Company's response if the Union fails to give 251
written notice by the end of the second work day following 252
the date of the Company's response that it desires to proceed 253
to step 3. 254

Step 3. 256

If the matter is not resolved in Step 2, it will be addressed at 257
the next third step meeting, which will be held between the 258
bargaining committee and Company representatives every 259

two weeks. The Company will respond to the grievance by 260
the end of the third work day following the date of the Step 261
3 meeting. The grievance will be settled based on the 262
Company's Step 3 response if the Union fails to give written 263
notice by the end of the third work day following the 264
Company's Step 3 response that it desires to proceed to Step 265
4. If there are no grievances to be discussed, the bargaining 266
committee will meet among themselves to discuss other 267
plant concerns including such performance items as Scrap. 268
R.P.P.M.'s, First Time Capability, and Machine Utilization. 269
Further, the Committee can invite up to four other union 270
representatives to attend this meeting. 271

Step 4.

If the matter is not resolved in Step 3, a meeting with the 272
bargaining committee and its National Representative and 273
or its Local President and Plant Manager or his designate 274
will be held within 30 calendar days of the Union's written 275
response to the Company's third step disposition. This thirty 276
(30) day period may be extended by mutual agreement. The 277
Company will respond to the grievance by the end of the 278
third work day following the date of the Step 4 meeting. The 279
grievance will be settled on the basis of the Company's Step 280
4 response if the Union fails to give written notice by the end 281
of the tenth calendar day following the Company's Step 4 282
response that it desires to proceed to Step 5. 283
284
285

Step 5.

If the matter is not resolved in Step 4, the Union may request 286
arbitration by sending a letter (within 10 days of its response 287
to the Company's Step 4 response). Within five (5) days of 288
the giving of written notice both parties will exchange lists 289
of three (3) proposed arbitrators. In the event that no name 290
is common to both lists, either party may within ten (10) 291
days after the lists have been exchanged request the Minister 292
of Labour of Ontario to submit a list of five available 293
arbitrators. The parties shall then attempt to agree on one of 294
295
296

the five or request a new list. 297

298

In order for a complaint to be processed as a grievance it 299
must be filed no later than three (3) working days after the 300
alleged occurrence, or when the grievor could reasonably be 301
expected to have become aware of the alleged occurrence. 302
This and all other response times mentioned throughout this 303
procedure may be extended by mutual agreement. No 304
reasonable requests will be denied. 305
306

Each party shall bear its own expense and costs in litigating 307
an arbitration case. The arbitrator's bill shall be paid 50% 308
by each party. The arbitrator shall have no authority to add 309
to or subtract from the written agreement. The arbitrator's 310
award shall be binding upon all parties. 311
312

The following special procedure shall be applicable to a 313
grievance alleging improper discharge or suspension of an 314
employee. The grievance may be lodged in writing through 315
the Chairperson of the committee at the fourth step, within 316
three (3) working days after the suspension or discharge 317
occurred. If the decision of the Company is not satisfactory 318
to the Union, the matter may then proceed on the giving of 319
the prescribed notice of appeal to an impartial arbitrator 320
selected as herein provided. 321
322

Policy grievances may be filed by the Committee on behalf 323
of the employees at the fourth step, providing it is within 324
three days of the alleged violation. 325
326

The term working days when used in this agreement for 327
grievance procedure, shall exclude Saturdays, Sundays, 328
Holidays and Vacations as defined herein. 329
330

Throughout all the steps of the grievance procedure, the time 331
limits shall apply equally to the Union and the Company, but 332
can be extended by mutual agreement. Anytime either of the 333

parties fail to respond within the time limits or agreed upon extension of the time limits, they will default their position and the grievance will be settled based upon the other party's last written request. Such settlement however, will be on a non-precedent setting basis.

ARTICLE VIII

Wages

8.01 Rate of Pay

Wages shall be on the basis set forth in the schedule on wage rates attached hereto and marked Appendix "A".

New hires progress towards the top at a rate of \$.15 per hour per active month of employment. (at least 15 days worked)

8.02 Payday

Employees will be paid every Friday, barring any unforeseen and unavoidable circumstances. Each employee's pay will be deposited to their individual accounts at the bank of their choice. Each employee will receive a statement of their earnings and deductions every Friday.

Each employee will be paid one week in arrears.

The only deductions made from employee's cheques will be those required by law and authorized by the employees themselves. In no case where an employee has been overpaid, will more than \$30 be deducted from any one pay cheque, nor will the Company hold any employee accountable for an overpayment more than one year old.

8.03 Pay Equity

The Company and the Union agree that it is incumbent upon both parties to comply with the Ontario Pay Equity Act. To this end, a joint committee will be established to develop and implement an acceptable plan by the required deadline or file a joint letter requesting an extension.

The Committee will be comprised of three members of 371
management and three from the bargaining unit. 372

ARTICLE IX 374

Seniority 375

9.01 Definition 376

(1) The fundamental rules respecting seniority are designed 377
to give employees a measure of security based on length of 378
service with the Company. 379

(2) Seniority will be established and maintained for all 381
employees in the bargaining unit on a plant wide basis. (All 382
locations shall be considered one seniority list.) 383

(3) All employee's names will appear on a seniority list as 385
of their latest date of hire. The list will be revised every three 386
months and posted on plant notice boards. A copy of such 387
list will be given to the Union. 388

(4) New employees will be considered probationary 390
employees until they have been employed for sixty (60) 391
days, at which time they will become seniority employees, 392
providing they have actually worked forty (40) days. 393

During the probationary period, employees can be assigned, 395
reassigned, retained or terminated in the Company's 396
discretion providing that such discretion shall not be exercised 397
in a manner that is in bad faith, arbitrary, or discriminatory 398
contrary to the Ontario Human Rights Code. 399

(5) Should one or more employee be hired on the same day, 401
they will be entered on the seniority list in alphabetical 402
order. Subsequent name changes will not result in a change 403
in standing on the seniority list. 404

(6) When students are hired it shall be for a predetermined 406
and specific period of time, but in no case more than one 407

hundred and twenty (120) calendar days. Students will not
accumulate seniority and will not be considered members of
the Bargaining Unit.

If at any time on or before the end of their period of
employment a student applies for and is hired as a fulltime
employee he will immediately be considered a new hire and
will be required to serve the probationary period spelled out
in (4) above. Upon satisfactory completion of their
probationary period, the seniority date will be the date the
employee was hired as a student.

9.02 Loss of Seniority

An employee shall lose all seniority rights if:

(A) He quits or retires

(B) He is discharged by the Company and not reinstated

(C) He is absent for three (3) consecutive work days and
prior to the end of the business day on the third day of
absence,

* Fails to report the absence to personnel or a supervisor
and

* Fails to provide proof satisfactory to the Company that
the delay in reporting off and the absence itself were
unavoidable and beyond his control.

(D) Prior to the end of the business day on the third work day
following the expiration of a leave of absence,

* Fails to return to work or

* Fails to provide proof to the Company of his inability
to return and for not reporting such in a timely fashion.

(E) Fails to respond to recall from layoff within one work
day and present himself within three work days.

(F) He has been continuously on layoff or on a leave of
absence for twelve (12) months or a length of time
equal to his seniority, up to a 36 months.

The Company will be entitled to rely upon the last address of an employee as shown in the Company records. Employees shall notify the Company promptly of any change in address or phone number.

9.03 Employee Files

Employee's personal files are kept confidential in the personnel department

Employees are required to notify the personnel department as soon as any changes occur regarding:

- *Addresses
- * Phone Numbers
- * Dependent Status
- * Beneficiary Designations

9.04 Medical / WCB Files

Only the Plant Nurse or the designated person in the Personnel Department acting in her absence will have access to employees' medical files.

Only the Employee Relations Manager or the person in the Personnel Department assigned the responsibility for managing WCB will have access to employees' WCB files.

ARTICLE X Classifications

<u>Classification</u>	<u>Plant & Level</u>	<u>Status</u>
Line Production (demould)	Seating - III	Interchangeable
Line Production (wireplacing)(QIC)	Seating - II	Interchangeable
Module Production (wireplacing/demould)	Seating - II	Interchangeable
Receiving Inspector	Seating - II	Interchangeable

Receiving Inspector	Headrest - II	Interchangeable	482
Production Technician (SIC)	Seating - I	Interchangeable	483 484
Production Technician (Sewer/PIP)	Headrest	Interchangeable	485
	Headrest	Non-interchangeable	486 487
Fork Lift Operator	All	Interchangeable	488 489
Quality Auditor	All	Interchangeable	490 491
Stockkeeper	All	Non-Interchangeable	492 493
Maintenance Classified	All	Non-interchangeable	494
Maintenance Apprentice	All	Non-interchangeable	495
Maintenance Helper	All	Non-interchangeable	496 497
Tooling Maintenance	All	Non-interchangeable	498
Tooling Maintenance Helper	All	Non-interchangeable	499

ARTICLE XI

Layoff & Recall

Indefinite Layoff (more than three working days)

When the Company determines a reduction in the workforce or a portion of the workforce is in order, employees will be removed from the classifications directly or indirectly affected based on plant seniority (least senior first) and will be placed elsewhere in the plant or laid off based on plant seniority and ability. Where all things are relatively equal, the senior employee will be retained.

Employees in interchangeable classifications will not be able to displace employees in non-interchangeable classifications unless they have previously demonstrated the ability to perform the duties of that classification satisfactorily.

Probationary employees will be the first to be removed from

the plant. This is not intended, however, to allow the 519
displacement of probationary employees in skilled 520
classifications by seniority employees in interchangeable 521
classifications or other unrelated non-interchangeable 522
classifications. 523

523

524

So far as practical, the Company will give those employees 525
who are affected by indefinite layoffs three days notice. 526

527

An exception to the first paragraph of this article will be the 528
Voluntary Layoff procedure, that allows seniority employees 529
in the classification affected by the layoff to be laid off ahead 530
of the junior employees affected. 531

532

So far as practical, seniority employees who are interested in 533
the Voluntary Layoff must register in writing with the 534
Employee Relations department no later than one week prior 535
to the layoff. 536

537

Employees who have been out of the plant on voluntary layoff 538
for sixty (60) days or more may elect to return, seniority 539
permitting. The order of return will be first to their home 540
classification, then plant. 541

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The sixty (60) days will be waived in cases where an employee 543
is disqualified from U.I.C. as a result of being on voluntary 544
layoff. 545

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Employees wishing to return from voluntary layoff, must 547
advise the Employee Relations department in writing at least 548
one week in advance. 549

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Under no circumstances will any employee be terminated 551
under the Loss of Seniority section of this Agreement while on 552
Voluntary Layoff status. 553

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Short term layoff (three working days or less)	556
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A short term layoff applies where reductions will not exceed three working days. The Company will not use the Short Term layoff to circumvent Indefinite Layoffs.	558 559 560
	561
Layoffs under this section will be by seniority in the classification on the shift in the plant.	562 563
	564
Recall from layoff:	565
	566
Employees will be recalled to available work using the same principle as above.	567 568
	569
Employees who are recalled after having been on layoff for ten consecutive work days may refuse the recall if they are working as a fulltime employee for another employer and can document such in writing within three work days of the date they are to return to work for Johnson Controls. No employee shall have the right to more than one such refusal. Further, such employees will remain on layoff and will be governed by all appropriate contract provisions.	570 571 572 573 574 575 576 577
	578
ARTICLE XII	579
Transfers	580
12.01 Job Postings	581
In the event new jobs are created or vacancies occur within the bargaining unit, the Company will <u>post such new jobs</u> or vacancies for a period of three (3) working days, in order to allow bargaining unit employees to apply. Each posting will list the qualifications and the number needed. Immediately upon making the initial award, the name of the employee awarded the job will be posted and given to the Union.	582 583 584 585 586 587 588
	589
Employees interested in these vacancies, may sign the posted bid sheets. Only employees who meet the qualifications will be eligible to bid. Skills and abilities	590 591 592

being satisfactory, the most senior employee bidding will be awarded the bid. If no one bids, the Company, may at its discretion, fill the vacancy with a new hire or least senior employee in the plant. The fact that an employee is considered a “backup” for a particular position, will not automatically qualify that person for the position if it’s posted for bid.

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A successful bidder will be placed in the new classification within two weeks after having been awarded the bid. Employees bidding on a higher paying position will not be paid the higher rate until they qualify for and accept the new position and then they will be paid back to the date they were awarded the bid.

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Employees may not bid for a job posting anymore frequently than every five months.

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Once placed in the new classification, the employee will have ten days to demonstrate the ability to perform satisfactorily. This can be extended by mutual agreement. In case the employee is not retained in the job by the Company, or the employee voluntarily elects to give up their rights to the job, providing it is within the first ten days, the employee will be returned to his former classification and shift, seniority permitting.

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Once four (4) employees have been given opportunities to qualify for any one vacancy, the job will be re-posted.

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The rate of pay for an employee transferring under this section will be at the same step of progression for the new classification as he is being paid for the classification he is transferring from.

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The Union will be given copies of all bids and applicants and bid awards.

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12.02 New Jobs	630
If the Company elects to create a new classification it will	631
inform the bargaining committee in writing setting forth the	632
classification and the rate of pay.	633
	634
The union shall have five working days to dispute the rate of	635
pay assigned to the classification.	636
	637
If at the expiration of the five working days no formal	638
dispute has been filed, the rate established shall be permanent.	639
	640
If the rate initially established is changed as a result of the	641
Union filing a dispute, the new rate agreed upon shall be	642
applied retroactively to the date it was initially established.	643
	644
The newly created classification shall be posted for bid no	645
later than thirty calendar days after the date the Union was	646
given its written notification.	647
	648
12.03 Temporary Assignments	649
It is understood and agreed between the parties that employees	650
may be temporarily assigned to classifications other than	651
their own due to the varying of customer schedules and	652
needs, as well as absenteeism, vacations, leaves of absences	653
or the like. When such temporary assignments are made, the	654
employee involved will be paid the rate of pay for his own	655
position or the position to which he is being temporarily	656
assigned, whichever is higher, for the length of the temporary	657
assignment.	658
	659
In case of temporary assignments of more than one week, the	660
assignment will first be offered to the senior qualified	661
employees in the classification from which the transfer is	662
being made.	663
	664
It is also understood that no one temporary assignment will	665
last longer than thirty calendar days without the mutual	666

consent of the parties. The Company will create a Temporary
Assignment Board, stating the starting and ending dates of
current temporary assignments in the plant. It will be the
Supervisors' responsibility to monitor the board. The board
will be located at a mutually agreed upon location in each
plant.

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The parties agree that this section will not be used to
circumvent the Job Posting procedure.

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The Company will continue the practice of posting positions
on a temporary basis for those jobs vacated by employees
who are going off for a known period of thirty (30) days or
more.

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12.04 Transfers Outside of Bargaining Unit

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Prior to the effective date of the 1990 Collective Agreement
(October 1, 1990), employees who have been appointed or
selected for a supervisory position, or for any position not
subject to the provisions of this agreement, will not be
covered by the provisions of that agreement.

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However, if any employee, covered by the 1990 Collective
Agreement, was transferred or appointed to a position
outside of the bargaining unit and later was transferred back
to a position which is covered by this agreement, he returned
with the seniority he earned while in the bargaining unit.

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An exception to the above will be that any employee who
transfers to a position outside the Bargaining Unit after the
effective date of the 1993 Collective Agreement (October 1,
1993) and is returned by the Company, will return as a
probationary employee.

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ARTICLE XIII

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Holidays

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The following shall be recognized as paid holidays.

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New Year's Day

Labour Day

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Good Friday

Thanksgiving

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Victoria Day

Christmas Day

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Civic Day

Boxing Day

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Canada Day

Birthday

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The current holiday schedule will be continued with the

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exception that Monday December 23, 1996 and Friday

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January 2, 1998 will be added as a holiday. (see Appendix

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B) The same requirements and exceptions will apply.

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In addition to the above, there will be four floating holidays,

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Employee's birthday will be treated the same as all other

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holidays.

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The exceptions will be as follows:

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The employee may elect to work his birthday and thus

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providing him with an additional eight hours pay. An

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employee may take a day off during the month in which his

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birthday falls, in lieu of their actual birthday, as long as the

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day off is agreed to in advance by the Supervisor.

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Employees, unless they present a reasonable excuse, must

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work the scheduled workdays immediately before and after

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the holiday to be eligible for the holiday pay.

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Employees on an approved leave of absence or layoff will be

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paid the holiday pay if the leave or layoff commenced the

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week prior to the holiday.

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An employee scheduled to work on any of the above

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holidays and fails to do so will not receive the holiday pay.

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When a paid holiday falls during an employee's approved vacation the employee will receive the holiday pay.

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None of the above is intended to deny paid holidays that are due employees in accordance with Provincial Law.

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ARTICLE XIV
Hours of Work

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14.01 Work Day/Work Week

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Generally speaking, employees involved in a three shift operation will work an eight hour shift five days a week (A); employees involved in a two shift operation will work an eight and one half hour shift five days a week (B).

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Employees working an eight hour shift will be allowed a twenty minute paid lunch. Employees working an eight and one half hour shift will be allowed a thirty minute unpaid lunch.

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Maintenance and certain other classifications will continue to work on a rotating shift basis.

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The Union and the employees involved will be given as much advanced notice as possible whenever any changes to the above occur.

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|-----------------------------|-----------|---------|-----|
| (A) 11:00 p.m. to 7:00 a.m. | Midnight | Shift 1 | 766 |
| (A) 7:00 a.m. to 3:00 p.m. | Day | Shift 2 | 767 |
| (A) 3:00 p.m. to 11:00 p.m. | Afternoon | Shift 3 | 768 |
| (B) 10:30 p.m. to 7:00 a.m. | Midnight | Shift 1 | 769 |
| (B) 7:00 a.m. to 3:30 p.m. | Day | Shift 2 | 770 |
| (B) 3:30 p.m. to 12:00 a.m. | Afternoon | Shift 3 | 771 |

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14.02 Shift Premium

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Afternoon Shift - \$.40 per hour
Midnight Shift - \$.45 per hour

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14.03 Rest Periods 778
Each employee will be entitled to two ten minute breaks; one 779
prior to lunch and one after lunch. 780
An additional ten minute break will be allowed for each 781
additional two and one half hours worked. 782

ARTICLE XV 784
Overtime 785

15.01 Overtime Assignments 787
When overtime has to be worked, whether daily or weekend, 788
the overtime will be offered to the most senior employee in 789
the classification on the shift in the plant. In cases where the 790
senior employees decline the overtime, the most junior 791
employee in the classification on the shift in the plant will be 792
required to perform the work. If all the senior employees in 793
the classification on the shift in the plant decline the overtime 794
and there are students in that classification on the shift in the 795
plant, the students will be the one(s) required to work the 796
overtime. 797

Overtime work that is created as a result of an absent 798
employee will be assigned in accordance with the above 799
paragraph if the absence is known about before the start of 800
the last two hours of the shift, otherwise the junior qualified 801
employee will be assigned to work. Such employee will be 802
allowed to secure a qualified volunteer to work in his place. 803
Forms will be provided for handling this provision in an 804
orderly fashion. 805

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At the start of each shift employees will be allowed to place 808
their names on a voluntary overtime list for that day. This list 809
will be utilized to cover for absent employees. In other 810
words, qualified employees on this list will be assigned the 811
overtime work before anyone else is forced. When more 812
people sign this list than are needed the most senior qualified 813
will be selected. 814

Notices of scheduled foreseen weekday overtime must be given at least one (1) day before on the shift it's to be worked.

The work notice for foreseen weekend overtime work must be given by 2:30 p.m. on the Thursday prior to the weekend. When possible, the Company will let the employees know on Wednesday.

The work notice for any unforeseen overtime will be given as soon as the Company becomes aware of the need to work overtime.

15.02 Overtime Pay

All employees will be required to work overtime as required by the Company. No employee, however, will be required to work in excess of the number of hours the Company is permitted to have them work by the Ministry of Labour.

Hours worked beyond eight (8) in a work day or forty (40) in a work week will be paid at time and one half the employee's regular straight time hourly rate.

Hours worked on Saturday will be paid at time and one half the employee's straight time hourly rate. This will not apply for hours worked on a Saturday during a shift that began on the preceeding Friday.

Hours worked on a Sunday, unless they are the regular starting or ending of an employee's shift will be paid at double the employee's regular straight time hourly rate.

Hours worked on a paid holiday, unless they are the start or the end of a shift before or after the holiday, will be paid at double the employee's straight time hourly rate plus the holiday pay.

The allowance for overtime and overtime premium on any

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hour excludes that hour from any consideration for overtime premium pay on any other basis, thus eliminating any duplication of premium pay.

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ARTICLE XVI
Reporting & Call In Pay

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16.01 Reporting in Pay

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An employee reporting for work without having been advised that there is no work shall receive a minimum of three hours pay at the applicable hourly rate, unless it is due to circumstances beyond the Company's control. The Union Committee will be notified at the earliest opportunity of such circumstances. Effective June 1, 1997, Report In Pay will increase from three hours to four hours.

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16.02 Call in Pay

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An employee who is called in to work (not in connection with their regular shift) for less than four hours shall receive a minimum of four hours at the applicable hourly rate. Employees who wish never to be called in may leave a written note with the Company indicating so.

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ARTICLE XVII
Vacation

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Years of Seniority
As of January 1

Days off with Pay

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Less than five	Ten days off with pay at the applicable hourly rate on January 1 or 4% of previous years earnings, whichever is greater.	881 882 883 884
Less than ten	<u>Fifteen days off with pay</u> at the applicable hourly rate on January 1 or 6% of previous years earnings, whichever is greater.	885 886 887 888

Less than fifteen	Twenty with pay at the applicable hourly rate on January 1 or 8% of previous years earnings, whichever is greater.	889 890 891 892
Less than Twenty	<u>Twenty-five</u> days off with pay at the applicable hourly rate on January 1 or 10% of previous years earnings, whichever is greater.	893 894 895 896 897 898
Twenty or more	Twenty-five days off with pay at the applicable hourly rate on January 1 or 12% of previous years earnings, whichever is greater.	899 900 901 902 903 904
The above entitlements are based on the employee's seniority in each vacation year when he takes his vacation. Employees will be paid their corresponding vacation entitlement as they actually take their vacation. Each year on the Tuesday, 10 days prior to the pre-Christmas holiday pay period, any employee who has not informed the Company of their intention of taking vacation will be paid in lieu of the time off. This pay will be received the Friday before Christmas.		905 906 907 908 909 910 911 912 913
The vacation year will run from January 1st. through December 31st.		914 915 916
Vacation time off cannot be carried over.		917 918
Generally speaking, vacation will be taken in one week increments.		919 920 921
Vacation requests will be honoured on a first come first served basis.		922 923 924
The Company reserves the right to limit the number of		925

vacations if the number in any one period of time would prove disruptive to the operation. The Company will not use this prerogative in an unreasonable manner. Nor will the Company cancel anyone's vacation once it has been approved.

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The Company expects it will shutdown during the year due to customer schedules. When this occurs, employees might be required to use their vacation during the shutdown. Employees affected will be given as much advanced notice as possible.

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None of the above is intended to deny any vacation that is due employees in accordance with Provincial Law.

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ARTICLE XVIII INSURANCE

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18.01 Hospitalization Insurance

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All current employees will be immediately covered by the Medical Plan (including prescription drugs and vision care) in effect immediately prior to the effective date of this agreement.

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Effective June 3, 1996 employees' children up to 25 years of age will be considered eligible dependents provided they are unmarried fulltime students and dependent upon their parents for support.

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Vision Care will be increased from \$150 to \$200 effective January 1, 1997. Effective January 1, 1997, where Bi/Tri-ocal are prescribed, the allowable limit will be \$250.

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Effective June 3, 1996, the Massage Therapy benefit will increase to \$15.00 per visit with a \$150 maximum per year.

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Effective June 3, 1996, the Chiropractor Coverage will be

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added to provide \$15.00 per visit with an annual maximum of \$150.	963 964 965
Employees on layoff will be covered until the end of the month following the month during which they were laid off.	966 967
Employees on <u>weekly indemnity</u> will be covered for the entire period for which they are eligible for weekly indemnity.	968 969
Employees on WCB will be covered for up to one year.	970 971
New employees will become eligible upon attaining seniority.	972 973
18.02 Dental Insurance	974
All current employees will be immediately covered by the Dental Plan in effect immediately prior to the effective date of this agreement, including the one year lag in the ODA.	975 976 977
Effective June 3, 1996, employees' children up to 25 years of age will be considered eligible dependents provided they are unmarried fulltime students and dependent upon their parents for support.	978 979 980 981 982
New employees will become eligible after one year of service.	983 984 985
Employees must be on active status to be covered.	986 987
18.03 Life and AD&D	988
All current employees will be immediately covered by the Life and AD&D plans in effect immediately prior to the effective date of this agreement.	989 990 991 992
<i>) see benefits plan.</i>	993
Effective October 1, 1995, Life and AD&D will be increased to \$36,000. (reduces to \$10,000 at age 65)	994 995 996
Effective June 1, 1997, Life and AD&D will be increased to \$38,000. (reduces to \$10,000 at age 65)	997 998 999

Effective June 1, 1998, Life and AD&D will be increased to	1000
\$40,000. (reduces to \$10,000 at age 65)	1001
	1002
New employees will become eligible upon attaining seniority.	1003
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Employees must be on active status to be covered unless	1005
entitled to coverage under Provincial Law.	1006
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18.04 Weekly Indemnity	1008
All current employees will be immediately eligible for	1009
coverage under the plan in effect at the Seating plant	1010
immediately prior to the date of this agreement.	1011
	1012
Effective October 1, 1994 benefits will be extended to 45	1013
weeks for claims beginning on or after October 1, 1994.	1014
	1015
New employees will be eligible upon attaining seniority.	1016
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Employees must be on active status to be covered unless	1018
entitled to coverage by Provincial Law.	1019
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ARTICLE XIX	1021
Pension	1022
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Employees will be covered by the Pension Plan in effect	1024
immediately prior to the effective date of this agreement.	1025
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Effective June 3, <u>1996</u> the monthly benefit level will be	1027
\$21.00 for all employees retiring under the pension plan on	1028
or after June 3, 1996.	1029
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Effective June 1, <u>1997</u> the monthly benefit level will be	1031
\$22.00 for all employees retiring under the pension plan on	1032
or after June 1, 1997.	1033
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Effective June 1, <u>1998</u> the monthly benefit level will be	1035
\$23.00 for all employees retiring under the pension plan on	1036

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or after June 1, 1998.	1037
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Disability pension will be the lesser of:	1039
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(a) two times the monthly benefit level in effect at the time	1041
of the disability for each year of credited service, or	1042
	1043
(b) the monthly benefit level in effect at the time of disability	1044
for each year of credited service, calculated as if the member's	1045
continuous service continues to normal retirement. The	1046
seniority provision for disability pension will be reduced	1047
from 15 years to 10 years.	1048
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Effective October 1, 1993, employees will be able to retire	1050
at age 62 with an unreduced benefit. This is not intended to	1051
have any changed effect on people retiring younger than age	1052
62.	1053
	1054
Section 2.26 of the pension document will be amended to	1055
define a spouse to be a person of the opposite gender who has	1056
been living in a conjugal relationship with a member	1057
continuously for one (1) year.	1058
	1059
No amendments to the plan will be made unilaterally that	1060
will affect employees' benefits or entitlements under the	1061
plan.	1062
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ARTICLE XX	1064
Bereavement	1065
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Seniority employees will be granted three regularly scheduled	1067
work days <u>off with pay</u> (excluding weekends) for the purpose	1068
of making arrangements and attending the funeral in the	1069
event of the death of any of the following:	1070
Spouse, Parent, Child, Mother/Father-in-law, Step Parent/	1071
Child, Brother/Sister, Half Brother/Sister, Grandparent/	1072
Grandchild.	1073

The three days must be taken off immediately following the date of death unless unusual circumstances prevail.

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Further, seniority employees will be granted one regularly scheduled work day off with pay for the purpose of attending the funeral of any of the following relatives:

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Son/Daughter-in-law, Brother/Sister-in-law, Spouse's Grandparent.

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An employee who is off on vacation or holidays when a death of a relative, as spelled out in this Article, occurs, will be allowed up to three days as a bereavement leave.

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An exception to the requirements of this section will be in cases where the funeral for a relative as spelled out above is held outside Ontario. In such cases the employees will be allowed the time off to attend the memorial services.

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Also, if the situation warrants, paid time off under this section may be supplemented with additional unpaid time off the total number of days of which shall be at the discretion of the Company.

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ARTICLE XXI

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Jury Duty

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An employee who is selected for service as a juror (including coroner's jury) will be compensated for loss of pay due to such jury service. Such compensation will be based on his regular scheduled hours at his normal hourly rate, less the fee received for his services as a juror.

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This will also apply to employees serving as a Crown

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W i t n e s s .

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ARTICLE XXII	1111
Work by Supervisors	1112
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Management employees will not perform bargaining unit	1114
work to such an extent that it causes the layoff of bargaining	1115
unit employees or an erosion of bargaining unit work.	1116
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ARTICLE XXIII	1118
Health and Safety	1119
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23.01	1121
The Company will make adequate provision for the health	1122
and safety of all employees during the hours of employment.	1123
The Company and employees shall comply with all applicable	1124
Federal and Provincial Health and Safety legislation and	1125
regulations.	1126
The parties agree to set up a <u>Joint Health and Safety</u>	1127
<u>Committee</u> comprised of up to seven members from the	1128
Company and up to seven members from the Union. It is the	1129
intention that this committee will meet at least monthly to	1130
review their findings and make recommendations to	1131
management on the elimination of health and safety hazards.	1132
	1133
The Company will provide Health and Safety training for	1134
members of the Joint Committee on an annual basis. Training	1135
may include such topics as, Due Diligence, M.I.P.P.,	1136
Ergonomics, WHMIS, Accident Investigation, Level I,	1137
Level II, - Law, Level II - Committees.	1138
	1139
Specific responsibilities of the Committee's Co-Chairpersons	1140
or their designates shall include:	1141
* Monthly plant safety tours	1142
* Investigation of serious accidents	1143
* Accompanying Government Health and Safety Inspectors,	1144
National Union Health and Safety and other Health and	1145
Safety Professionals on plant inspection tours.	1146
* Training of all employees in applicable Health and Safety	1147

Programs	1148
* Review and selection of mandatory personal protective equipment.	1149
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The Company will continue to provide employees with personal protective equipment and will continue to offset the cost of safety shoes. The Company will replace personal protective equipment that becomes damaged or worn as a result of normal daily use.	1152
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The National Union Health and Safety Representative shall have access to the workplace upon request.	1157
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The Company will continue its practise of allowing the hourly co-chair of the Joint Health & Committee time off with pay to attend to in plant Health and Safety matters.	1159
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The Company will make available to the Joint Health & Safety Committee an office with a telephone, filing cabinet, and desk.	1163
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The Company agrees to provide certification training for up to three (3) hourly members of the Joint Health & Safety Committee during the life of this agreement.	1167
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Monitoring	1171
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(a) The Company shall provide and maintain workplace monitoring equipment including noise level meters, airborne contaminant measuring devices, light meters, and suitable thermometers for detecting and recording potential and actual hazards.	1173
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(b) The Company shall ensure that all members of the Committee are trained in the use of such equipment and that it is available for use by any Committee member at any time.	1179
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(c) The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct and the	1183
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results of any monitoring by any government agency to the 1185
Committee and shall post the results in a conspicuous 1186
location. 1187

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Right to Accompany Inspectors 1189

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(a) The union co-chairperson or alternate shall be allowed 1191
to accompany government inspectors (health and safety) on 1192
an inspection tour and to speak with the inspector out of ear 1193
shot of any other person. 1194

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(b) The Company shall give a copy of the reports or any 1196
other written documents received from the inspector to the 1197
union co-chairperson. 1198

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(c) The Company shall give a copy of any replies to such 1200
reports or documents to the union co-chairperson. 1201

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Ventilation 1203

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(a) The Company shall ensure that adequate local exhaust 1205
ventilation systems are installed and maintained on all 1206
sources of hazardous airborne contaminants. 1 2 0 7

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(b) The Company shall ensure that adequate general 1209
ventilation systems are installed and maintained. 1210

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Noise Abatement 1212

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(a) The Company shall ensure that the Committee is 1214
adequately trained to conduct noise measurements 1215
throughout the workplace and identify areas and equipment 1216
by amount of noise found or produced. 1217

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(b) The Company shall ensure that annual audiometric tests 1219
are made available for all employees who are exposed to 1220
noise in excess of 80 dbA. The results of the audiometric 1221

examinations will be given to each employee and discussed 1222
in detail with each employee. Results shall be supplied to the 1223
Joint Health and Safety Committee upon request. 1224

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Vibration

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The Committee shall recommend solutions to vibration 1228
hazards which may include the purchase of new equipment 1229
or dampening of equipment causing vibration. 1230

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Ergonomics

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The Company will bring in an outside expert in the field of 1234
ergonomics. The Joint Health and Safety Committee will be 1235
allowed to participate in the evaluation and recommendations. 1236

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Lockout Program

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(a) Both parties recognize the need for a lockout procedure. 1240

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(b) The training program shall be the six hour course offered 1242
by the Workers Health and Safety Centre. 1243

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(c) Employees who may be at risk because they are required 1245
to set up or to repair or maintain machinery, equipment or 1246
systems where lockout is required, shall receive lockout 1247
training. 1248

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(d) The Company shall provide employees with sufficient 1250
numbers of personal locks to ensure that all equipment is 1251
locked out before being repaired, maintained or set up. 1252

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(e) No supervisor or employee shall remove another person's 1254
lock, unless authorized by the person in charge of the shift. 1255

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Confined Space Entry	1259
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The Company will allow the Joint Health and Safety Committee to assist in the development and implementation of a Confined Space Entry policy which will include training for all appropriate personnel.	1261 1262 1263 1264
	1265
The Company will allow the Joint Health and Safety Committee to participate in a plant-wide evaluation of manual lifting requirements.	1266 1267 1268
	1269
The Company will offer in-house Pulmonary function tests to each employee every six (6) months. If the Company fails in its obligation, employees have the right to visit a doctor of their choice and have the Doctor bill the Company.	1270 1271 1272 1273
	1274
The Company will give refresher lift truck training on an annual basis.	1275 1276
	1277
23.02 Injury on the Job	1278
Employees who are injured at work and who are unable to continue at their job or who are sent home by the Company because of illness shall be paid their regular earnings for the balance of the shift on which the injury or illness occurs. If the injured employee requires transportation but is unable to transport himself, the Company will provide the transportation at no cost to the employee.	1279 1280 1281 1282 1283 1284 1285
	1286
23.03 Incapacitated Employees	1287
In the event an employee becomes physically handicapped and is unable to continue their job, exception may be made in favour of such employee on the following basis. 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.	1288 1289 1290 1291 1292 1293
	1294
A Doctor's certificate of disability by the employee's own	1295

Doctor must be submitted. An employee placed on a job because of a disability will have the disability reviewed at least quarterly. The Company will review all the circumstances with the Union Committee before exercising this provision.

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All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.

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ARTICLE XXIV
Administration of Discipline

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A Union representative will be present during all warnings regarding disciplinary actions.

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When an employee is called to an interview by a member of supervision and the subject of the interview is discipline, the employee will be so informed before the interview and will be advised to have his Committee person present and the interview will not proceed until the Committee person is present. In the presence of the Committee person, however, the employee may indicate he does not want the Committee person involved in the interview.

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No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months.

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Discipline is defined as a written warning to an employee. A copy must be given to the Committee person.

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When, in the opinion of the Company, disciplinary action is in order, it will be administered in a timely fashion (usually within three work days after the day of the offense). Before administering disciplinary action, however, time should be taken to conduct a proper and thorough investigation.

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ARTICLE XXV 1333

Absences 1334

25.01 Reporting Absences 1335

An employee remaining away from work shall notify the 1336
Company on the first day of absence prior to the start of his 1337
shift, unless there is a justifiable reason for not doing so. In 1338
these situations, an employee shall notify the employer as 1339
soon as is reasonably possible. The employee must obtain 1340
a L.A.N. number (late or absent notification) as proof of his 1341
reporting in. Repeated failure to notify the Company on the 1342'
first day of absence prior to the start of his shift may result 1343
in appropriate disciplinary action up to and including 1344
discharge. 1345
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25.02 Leaves of Absence 1347

A. Upon application and one week's notice, except in cases 1348
of emergency, leaves of absence without pay may be granted 1349
by the Company when supported by cause. The Company 1350
shall determine the need for and the length of leaves of 1351
absence based upon the circumstances surrounding the 1352
employee's situation and the prevailing conditions of the 1353
Company. The employee, upon expiration of such leave of 1354
absence, shall return to his job classification in accordance 1355
with his seniority. In case of leaves due to emergency 1356
medical reasons, the one (1) week notice period will be 1357
waived. All medical leaves, including maternity leaves, will 1358
be documented on the appropriate Medical Leave of Absence 1359
forms. Medical Leaves of Absence will be four days or 1360
more. 1361
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An employee with a non-work related injury, who reports to 1363
work on the day of an injury and is unable to complete their 1364
shift, will have this partial shift qualify towards the waiting 1365
period for Weekly Indemnity. 1366
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Employees on a Medical Leave of Absence of two weeks or 1368
more will notify the Company two days prior to their return, 1369

WCB / Weekly Indemnity 1370

Anytime an employee or his Physician makes a claim of 1371
inability to work due to a condition unrelated to work, the 1372
Company may have the employee examined by one of the 1373
panel doctors referred to below. If a dispute exists between 1374
the employee's doctor and the panel doctor chosen, a third 1375
doctor who will be a specialist in the appropriate area will 1376
examine the employee. In such instances, the Company will 1377
pay the cost of the third doctor, any time lost from work as 1378
a result of the appointment with the third doctor, and 1379
mileage at a rate of \$.26 per kilometre if the employee has 1380
to travel more than 20 kilometres to make the appointment. 1381
All parties will abide by the third doctor's findings. 1382

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As a means of maintaining a fair and unbiased procedure, the 1384
parties will establish a mutually agreed upon panel of 1385
Doctors who will be used in the above circumstances on a 1386
rotating basis. Once established, either party may request a 1387
review of all or any of the doctors on the panel and by mutual 1388
agreement may replace any or all of them. 1389

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In cases of claims of work related disabilities, the Company 1391
may have the employee examined by one of the panel 1392
doctors. In situations where the doctors involved agree that 1393
the employee is in fact unable to work but not conclusive as 1394
to whether it is work related or not, the employee will be paid 1395
weekly indemnity in accordance with the current plan. Once 1396
WCB makes a final determination, the appropriate 1397
redistribution of money will be made, including the employee 1398
repaying the Company's weekly indemnity fund. 1399

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In all cases above, the Company will pay the cost of the panel 1401
doctor. 1402

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Maternity Leave	1407
	1408
Female employees going on a maternity leave must submit	1409
a doctor's statement by the third month of her pregnancy,	1410
indicating the expected date of birth.	1411
	1412
Pregnant employees may continue working up to the expected	1413
date of birth providing she can satisfactorily perform her	1414
duties. This pre-natal period may be extended if in the	1415
opinion of the Company doctor or the employee's doctor, it	1416
is necessary.	1417
	1418
The employee may remain on maternity leave as long as her	1419
doctor states she is medically unable to work. Upon release	1420
from her doctor, the employee will, upon her request be	1421
granted a personal leave of absence for a period not to	1422
exceed one year minus the length of time she was on	1423
maternity leave and Parental Leave.	1424
	1425
3	
Male and female employees are eligible for Parental Leave	1426
as afforded by <u>the Employment Standards Act</u> .	1427
	1428
B. Any employee of the Company elected or appointed to a	1429
<u>full time position in the local union</u> or national Union, CAW,	1430
will be <u>granted an unpaid leave of absence</u> by Company,	1431
a for a period not to exceed one (1) year. Such leaves may be	1432
extended on an annual basis at the request of the Local or	1433
National Union. While on such Union leaves there shall be	1434
no break in seniority.	1435
	1436
The Company will also honour requests for incidental	1437
Union leaves of absence authorized by the Local Union or by	1438
the Area Director. The Company will continue to pay the	1439
employees while on such leaves and bill the Local	1440
accordingly.	1441
	1442
	1443

ARTICLE XXVI 1444

Sexual Harassment 1445

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The Union and the Company recognize that sexual 1447
harassment in the workplace is an unlawful employment 1448
practice and in violation of the Ontario Human Rights Code, 1449
which defines it as: 1450

.a course of vexatious comments or conduct or sexual 1451
advance or solicitation that is known, or ought reasonably to 1452
be known to be unwelcome, perpetrated by a person's 1453
employer, someone acting for the employer or a co-worker. 1454

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Complaints of alleged harassment by members of the 1456
bargaining unit will be handled with all possible 1457
confidentially by the joint committee consisting of the plant 1458
president and/or plant chairperson of the Union and the 1459
Plant Manager and/or the Human Resource Manager. 1460

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ARTICLE XXVII 1462

SUBSTANCE ABUSE 1463

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Substance abuse is recognized to be a serious medical and 1465
social problem that can affect employees. The Company 1466
and the Union have a strong interest in encouraging early 1467
treatment and assisting employees towards full rehabilitation. 1468

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The Company will continue to provide a comprehensive 1470
approach towards dealing with substance abuse and its 1471
related problems. Company assistance will include referral 1472
of employees to appropriate counselling services or treatment 1473
and rehabilitation facilities. 1474

1475

The Company will provide all normal group insurance 1476
benefits while the employee is under a medically prescribed 1477
course of treatment. 1478

1479

A committee will be set up consisting of representation from 1480

the Company and the Union. Substance abuse representatives 1481
will be provided such time as necessary for the administration 1482
of the program. 1483

ARTICLE XXVIII 1484
GENERAL 1485

28.01 Students 1486

Students will be paid \$3.00 per hour below the top rate for 1487
the respective classification they are working in. 1488
1489

28.02 Bulletin Boards 1490

Bulletin boards will be posted in each of the two plants to 1491
provide employees with information about the Company, 1492
Company's customers, up coming events, etc. 1493
1494

Also posted will be need to know information such as 1495
overtime, vacation, holiday schedules, etc. 1496
1497

In addition to the Company bulletin boards, the Union will 1498
be provided one for its use in each of the plants. These 1499
boards will be used to keep employees informed about the 1500
Union. As a matter of courtesy, the Union will advise 1501
Personnel in advance of any postings. 1502
1503
1504

28.03 Data to be Supplied by the Company 1505

The Company will supply the Committee with the following 1506
information at the end of every month and send a copy to the 1507
local Union office: 1508

1. Employees who acquire seniority 1509
2. Employees by rate and classification 1510
3. Employees transferred into or out of the bargaining unit 1511
4. Employees on leaves of absence 1512
5. Employees on S&A and Comp and the date of occurrence 1513
6. Layoffs and recalls 1514
7. Employees who have lost seniority 1515
8. Employees who are discharged 1516
1517

9. Job posting applications and job awards	1518
	1519
28.04 Moments of Observance	1520
Employees will be allowed to observe one minute of silence	1521
each April 28th at 11:00 a.m. in recognition of National Day	1522
of Mourning for those workers who have died as the result	1523
of a work place accident.	1524
	1525
Employees will be allowed to observe one minute of silence	1526
each December 6th at 11:00 a.m. in recognition of violence	1527
against women.	1528
	1529
Employees will be allowed to observe one minute of silence	1530
each November 11th at 11:00 a.m. in recognition of	1531
Remembrance Day.	1532
	1533
28.05 New Employee Orientation	1534
The Company agrees to acquaint new employees with the	1535
fact that a Collective Agreement is in effect and the conditions	1536
of employment set out in the articles dealing with Union	1537
Security and Dues Check-off. A new employee shall be	1538
advised of the name of his Union Representative. Whenever	1539
the Union Representative is employed in the same work area	1540
as the new employee, the employee's immediate supervisor	1541
will introduce the new employee to the Union Representative	1542
who will provide the employee with a copy of the Collective	1543
Agreement. The Union Chairperson will be afforded the	1544
opportunity to meet with full-time bargaining unit hires for	1545
15 minutes. The Chairperson's wages will be paid during	1546
this orientation by the Company.	1547
	1548
28.06 Employee Facilities	1549
The Company will continue to provide lunch room facilities	1550
including hot vending machines or microwave ovens,	1551
washrooms, lockers and a first aid facility.	1552
	1553
	1554

28.07 Union Office	1555
The Company agrees to provide the Union an office with a telephone, computer & printer and office furniture for the exclusive use of the Union Committee.	1556 1557 1558 1559
28.08 Basic Education	1560
The Company will continue its support of the BEST Program for plant employees.	1561 1562 1563
28.09 Protective Clothing	1564
The Company will continue its current practice of providing shop coats, gloves, safety glasses, ear plugs and coveralls (maintenance at all facilities). The Company will provide aprons in areas where required once per year. The Company annual safety shoe allowance will increase to \$90 for production employees and \$175 for maintenance employees effective June 3,1996. This allowance (safety shoes) will be paid each employee during the first pay period in February of each year, Employees who are not on active status on the date the allowance is paid will be paid upon return to active status.	1565 1566 1567 1568 1569 1570 1571 1572 1573 1574 1575 1576
The Company will keep a supply of coveralls that will be available to employees who are involved in clean up.	1577 1578 1579
The Company will provide for the cleaning of coveralls for Maintenance and Tooling employees.	1580 1581 1582
28.10 Tooling Allowance	1583
The Company will provide each maintenance and tooling employee a \$275 annual tooling allowance which will be paid during the first pay period in July of each year. The Tooling Allowance will be increased by \$25.00 June 1, 1997 and June 1, 1998.	1584 1585 1586 1587 1588 1589
Employees who are not on active status on the date the allowance is paid will be paid upon return to active status.	1590 1591

28.11 Union Leaves of Absence	1592
Employees will continue to accrue seniority while on Union	1593
leave of absence but credited years of service and vesting	1594
will be based on conformance with the appropriate provisions	1595
of the pension plan.	1596
	1597
28.12 Union Education	1598
The Company will allocate \$10,000 each year of the contract	1599
for the purpose of training elected union officers. The	1600
National Union will oversee the spending of this fund which	1601
will be spent on employees of the Tillsonburg plant. If at the	1602
end of any given year the entire \$10,000 has not been used,	1603
the balance will be carried over into the next year. Any	1604
money not used by the expiration of the contract will be	1605
converted into an employee fund. The plant committee will	1606
be in charge of this fund.	1607
	1608
28.13 Contracting Out	1609
The Company will notify the Plant Chairperson when	1610
production work is being contracted out.	1611
	1612
28.14 Human Rights Training	1613
The Company and the Union will put together a training	1614
session, similar to the Sexual Harassment training the	1615
Company conducted for the Tillsonburg employees.	1616
	1617
ARTICLE XXIX	1618
Skilled Trades: Maintenance	1619
	1620
Section 1.	1621
	1622
Skilled Trades Department for the purpose of this agreement	1623
shall mean the Maintenance Department.	1624
	1625
Section 2.	1626
	1627
Classifications in the Maintenance Department will be non-	1628

interchangeable. Seniority will be by classification.	1629
	1630
Section 3.	1631
	1632
Seniority in the Maintenance Department will be by date of	1633
entry into the classification. For apprentices, this means	1634
their date of seniority will, upon obtaining their C of Q -	1635
Maintenance Mechanic, revert back to the date they entered	1636
the apprenticeship program.	1637
	1638
Section 4.	1639
	1640
(a) Production workers will not carry seniority into any	1641
Maintenance Classification. Maintenance workers will not	1642
carry seniority into any Production Classification after the	1643
signing of this agreement.	1644
	1645
(b) Should any maintenance worker become permanently	1646
medically unable to perform the duties of his/her	1647
classification, the Company and Union will cooperate in	1648
endeavouring to place the employee in a classification he/	1649
she is able to perform. In placing the employee his/her total	1650
plant wide seniority will be considered.	1651
	1652
Section 5.	1653
	1654
The term Journeyman/woman as used in this agreement	1655
shall mean any person:	1656
a) who is presently in the Maintenance Classified	1657
classification.	1658
b) who has served a bona fide apprenticeship	1559
and has a certificate which substantiates	1660
his/her claim of such service.	1661
c) who has had eight years of practical experience	1662
and can prove same with proper affidavits. The	1663
Company will consider the possession of CAW/	1664
UAW Journeyman/woman card as presumptive	1665

proof of qualifications.	1666	
	1667	
Section 6.	1668	
	1669	
Any further employment into the Maintenance Department	1670	
will be limited to Maintenance Classified and Maintenance	1671	
Apprentice. The Maintenance Helper classification will be	1672	
retained as a means of identifying the payment applicable to	1673	
those employees assigned on a temporary basis.	1674	
	1675	
In filling apprentice positions, internal interested parties will	1676	
be given the opportunity before going outside the bargaining	1677	
unit.	1678	i
	1679	
If and when an internal employee is given the opportunity to	1680	
fill an apprentice position, the Company is committed to	1681	
continuing its practice of registering the employee as an	1682	
apprentice with the Ministry of Educational Training. As	1683	
schedules permit, the Company will free up the apprentice to	1684	
take requisite courses in order to obtain their I.M.M.	1685	
(Industrial Maintenance Mechanic) designation. Once an	1686	
employee has completed their I.M.M. schooling and worked	1687	
the necessary hours to write for their Certificate of	1688	
Qualification (C of Q) -Maintenance Mechanic, the Company	1689	
will pay for a C of Q preparation course. The Company will	1690	
provide the employee with the day off with pay to write the	1691	
initial exam.	1692	
	1693	
Section 7.	1694	
	1695	
In the case of a layoff in the Maintenance Department the	1696	
first to go will be the apprentices.	1697	
	1998	
In the case of a layoff in the Maintenance Classified	1699	
Classification, the first to go will be the least senior employee	1700	
in the classification.	1701	
	1702	

In the case of a layoff in the Maintenance Apprentice 1703
Classification, the first to go will be the last who entered the 1704
program. 1705

1706
Employees laid off from the Maintenance Apprentice 1707
Classification will be placed elsewhere in accordance with 1708
the appropriate layoff language based on his/her plant 1709
seniority. 1710

1711
Section 8. 1712

1713
(a) In the event the Company acquires some advanced type 1714
of machinery or equipment that would call for special 1715
servicing by an employee in the maintenance department, it 1716
is agreed that the appropriate employees will be trained so 1717
that they may be familiar with the necessary repair and 1718
maintenance techniques required 1719

1720
(b) Such training will involve no loss of pay to the employee, 1721

1722
Section 9. 1723

1724
In contracting out work which is normally performed by the 1725
Maintenance Department, the Company will consider such 1726
factors as economics, available equipment, available 1727
manpower and time constraints. The Company will not 1728
contract out regular maintenance work if the maintenance 1729
employees are not working, unless they elected not to be 1730
working. 1731

1732
Time permitting the Company will advise the Union when 1733
work is being contracted out. The Company will, however 1734
allow the skilled trades representative from the Bargaining 1735
Committee to attend the weekly maintenance planning 1736
meeting. During this meeting, the Company will advise the 1737
skilled trades representative of any anticipated work to be 1738
done by contractors and at the skilled trades representative 1739

request, the Company will entertain suggestions by the skilled trades representative to do the work in house.

Section 10.

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

The first such dues deduction will be made from employees' first pay following completion of their probationary period. Thereafter, dues deduction will be made in January of each succeeding year or upon completion of one months work in the calendar year.

For this agreement deductions shall be made following ratification.

Weekend Maintenance:

Employees assigned as weekend maintenance workers will work a 24 hour week consisting of 12 hours on Saturday for which they will be paid at a rate of time and one half their regular straight time hourly rate for each hour worked and 12 hours on Sunday for which they will be paid at a rate of double time their regular straight time hourly rate, including appropriate shift premium, for hours worked.

Whenever the Company needs to populate the weekend maintenance workforce it will post the number of positions needed. The most senior maintenance employees (apprentices excluded) will be given first choice. If not enough senior employees are interested, the least senior in the maintenance classification will be assigned as a weekend maintenance worker.

Anyone who volunteers or is assigned as a weekend worker

may after six months, opt out by finding a qualified volunteer	1777
or by displacing the least senior qualified.	1778
	1779
A Saturday or Sunday not worked due to vacation will be	1780
considered as one half week.	1781
	1782
The Company will allow more than one weekend worker off	1783
on vacation at the same time providing, the weekend worker	1784
over and above the one who first got approval finds a	1785
satisfactory replacement from among the weekday	1786
maintenance crew. In such cases the replacement employee	1787
will be required to sign a statement committing to work the	1788
weekend involved.	1789
	1790
A Saturday or Sunday not worked due to a holiday will be	1791
considered as two and one half days.	1792
	1793
Pay for a holiday for which the weekend maintenance	1794
worker does not get time off will be paid at a rate of eight	1795
hours times his regular straight time hourly rate plus	1796
appropriate shift premium.	1797
	1798
Weekend workers whose assigned shift begins on or after	1799
3:00 p.m. will be paid the appropriate afternoon shift	1800
premium. Weekend workers whose assigned shift begins on	1801
or after 11:00 p.m. will be paid the appropriate midnight	1802
shift premium.	1803
	1804
Whether through time off or pay in lieu of time off, the	1805
weekend maintenance worker will be entitled to no more or	1806
no less holidays (or the equivalent in hours) as any other	1807
employee.	1808
	1809
Weekend workers will be paid the appropriate amount of	1810
hours not worked on a weekend due to jury duty or	1811
bereavement (maximum of 24 hours for bereavement).	1812
	1813

If the Company requires hours worked on a Saturday or Sunday beyond those normally worked by the weekend worker, they will first be offered to the maintenance employees working the regular Monday through Friday work week. 1814
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Weekday overtime will first be offered to the maintenance employees working the regular Monday through Friday work week. 1820
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The same provisions of Reporting in pay, 16.01 will apply to the weekend workers, except that they will be paid 7.5 hours at their straight time hourly rate plus any appropriate shift premium. 1824
1825
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The same provisions of Call in pay, 16.02 will apply to the weekend workers. 1829
1830
1831

Overtime worked by a weekend worker will be paid at a rate of time and one half for hours (double time on Sunday) worked over and above their regular 24 hour work week. 1832
1833
1834
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Each weekend worker will be allowed three 10 minute breaks and one lunch period for each full shift worked. 1 8 3 6
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1838

Weekend maintenance workers on a medical leave of absence or off on workers' compensation will be paid one half the weekly benefit for each Saturday or Sunday missed. In the case of medical leaves, weekly benefits will begin after they actually miss 32 hours of pay. 1839
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1841
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Each Saturday or Sunday worked will be considered as 20 hours for pension purposes. 1845
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Upon notification from the Union the Company will recognize weekend worker union representatives. 1848
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1850

For probationary purposes, each Saturday or Sunday will be considered as two and one half days.

The Company will advise the union by October 1st of each year, of what its plans are for weekend maintenance employees during the Christmas shutdown.

ARTICLE XXX
Tooling

The Tooling Department will consist of two classifications, Tooling Maintenance and Tooling Maintenance Helper.

Progression from start to top will be at a rate of \$.15 per hour per active month of employment. (at least 15 days worked).

The Tooling Maintenance Helper will be used from time to time on a temporary as needed basis.

Current employees successfully bidding in to the Tooling Maintenance Classification will enter in at their current rate of pay and progression will begin after six months.

Weekend Tooling:

If a weekend program is established in the Tooling department, it will be operated the same as the Weekend maintenance program.

ARTICLE XXX1
Cola

Effective June 3, 1996 and thereafter during the period of this agreement, each employee shall receive a cost of living allowance as set forth in this section.

The amount of cost of living adjustment (COLA) shall be

determined in accordance with changes in the Consumer Price Index of the base 1986 = 100, hereinafter referred to as the 1986 Consumer price Index or 1986 CPI.

In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest .1 index point- i.e. .05 and greater rounded upward and less than .05 rounded downwards.

The COLA shall be computed using the three month average of the 1986 CPI for March 1993; April, 1993 and May, 1993 as the base period. Cost of Living Adjustments will be made on a quarterly basis at the following times:

**Effective Date of Adjustment Based Upon Three
Month Average of the
1986 CPI Form**

First pay period beginning on or after October 1, 1993 and at three calendar month intervals thereafter	June 1993, July 1993 August 1993 and at three calendar month intervals thereafter
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One cent (\$0.01) adjustments in the cost of living shall become payable for each .0958 change in the Consumer Price Index.

If at anytime the CPI indicates a drop in COLA, the adjustment will not be reduced. The adjustment, therefore, will not be increased until the CPI rises above where it was when the reduction would have been made.

For purposes of this Collective Agreement, any paid COLA shall be treated as if it were incorporated into the base rate.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of 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 Index for 1993.

ARTICLE XXXII
Termination

This agreement will remain in force until the 31st day of May, 1999 and will continue automatically thereafter for a further period of one (1) year, unless either party notifies the other in writing during the period of not more than sixty (60) days and not less than thirty (30) days prior to the expiration date that it desires to amend or terminate the agreement.

In witness whereof, each of the parties hereto have caused this agreement to be signed by its duly authorized representatives as of this 31st day of May 1996 in Tillsonburg, Ontario.

For The Company

Ralph Lassel
Warren Martin
Al Mumby
Bill Powers

For the Union

Bruce Bums
Judy Dearden
Craig Grant
Julie Herron
Blaine Jones
Tina Roberts

APPENDIX A
WAGE INCREASE

June 3, 1996 \$0.40
June 2, 1997 \$0.40
June 1, 1998 \$0.40

In addition, on these same dates, hourly rates for the
 Classifications listed below will be increased by \$.40, \$.40,
 and \$.40 respectively.

Maintenance Classified 1966
 Tooling Maintenance 1967

WAGE SCHEDULE
EFFECTIVE JUNE 3, 1996 to June 1, 1997

Job Classification	Plant & Level	New Hire Rate	Top Rate	1972
Line Production (Demould)	Seating- III	\$11.99	\$14.49	1975
Line Production (Wireplating)(QIC)	Seating - II	\$11.79	\$14.29	1978
Module Production (Wireplating/Demould)	Seating - II	\$11.79	\$14.29	1981
Receiving Inspector	Seating - II	\$11.35	<i>B.R.</i> \$13.85	1984
Receiving Inspector	Headrest - II	\$11.35	\$13.85	1985
Production Technician (SIC)	Seating - I	\$11.35	\$13.85	1987
Production Technician	Headrest	\$11.35	\$13.85	1990
Sewer/PIP	Headrest	\$11.55	\$14.05	1992
Fork Lift Operator	All	\$11.35	\$13.85	1994
Quality Auditor	All	\$11.79	\$14.29	1996
Stockkeeper	All	\$14.17	\$16.67	1998

				1999
Maintenance Classified	All	\$16.91	\$19.41	2000
Maintenance Apprentice	All	\$14.17	\$16.67	2001
Maintenance Helper	All	\$14.49	\$14.49	2002
				2003
Tooling Maintenance	All	\$16.16	\$18.66	2004
Tooling Maintenance Helper	All	\$14.49	\$14.49	2005

WAGE SCHEDULE
EFFECTIVE JUNE 2, 1997 to May 31, 1998

				2006
				2007
				2008
				2009
Job	Plant & Level	New Hire	Top	2010
Classification		Rate	Rate	2011
				2012
Line Production (Demould)	Seating- III	\$12.39	\$14.89	2013
				2014
				2015
Line Production (Wireplacing)(QIC)	Seating - II	\$12.19	\$14.69	2016
				2017
				2018
Module Production (Wireplacing/Demould)	Seating - II	\$12.19	\$14.69	2019
				2020
Receiving Inspector	Seating - II	\$11.75	<i>B.R.</i> \$14.25	2021
Receiving Inspector	Headrest - II	\$11.75	\$14.25	2022
				2023
				2024
Production Technician (SIC)	Seating - I	\$11.75	\$14.25	2025
				2026
				2027
Production Technician	Headrest	\$11.75	\$14.25	2028
				2029
Sewer/PIP	Headrest	\$11.95	\$14.45	2030
				2031
Fork Lift Operator	All	\$11.75	\$14.25	2032
				2033
Quality Auditor	All	\$12.19	\$14.69	2034
				2035

Stockkeeper	All	\$14.57	\$17.07	2036
				2037
Maintenance Classified	All	\$17.71	\$20.21	2038
Maintenance Apprentice	All	\$14.57	\$17.07	2039
Maintenance Helper	All	\$14.89	\$14.89	2040
				2041
Tooling Maintenance	All	\$16.96	\$19.46	2042
Tooling Maintenance Helper	All	\$14.89	\$14.89	2043
				2044

WAGE SCHEDULE
EFFECTIVE JUNE 1, 1998 to May 31, 1999

Job Classification	Plant & Level	New Hire Rate	Top Rate	
				2045
				2046
				2047
				2048
				2049
				2050
Line Production (Demould)	Seating- III	\$12.79	\$15.29	2051
				2052
				2053
Line Production (Wireplacing)(QIC)	Seating - II	\$12.59	\$15.09	2054
				2055
				2056
Module Production (Wireplacing/Demould)	Seating - II	\$12.59	\$15.09	2057
				2058
				2059
Receiving Inspector	Seating - II	\$12.15	\$14.65	2060
Receiving Inspector	Headrest - II	\$12.15	\$14.65	2061
				2062
Production Technician (SIC)	Seating - I	\$12.15	\$14.65	2063
				2064
				2065
Production Technician	Headrest	\$12.15	\$14.65	2066
				2067
Sewer/PIP	Headrest	\$12.35	\$14.85	2068
				2069
Fork Lift Operator	All	\$12.15	\$14.65	2070
				2071
Quality Auditor	All	\$12.59	\$15.09	2072

Stockkeeper	All	\$14.97	\$17.47	2073
				2074
Maintenance Classified	All	\$18.51	\$21.01	2075
Maintenance Apprentice	All	\$14.97	\$17.47	2076
Maintenance Helper	All	\$15.29	\$15.29	2077
				2078
Tooling Maintenance	All	\$17.76	\$20.26	2079
Tooling Maintenance Helper	All	\$15.29	\$15.29	2080



APPENDIX B
Holidays

June 3, 1996 to May 31, 1997

Monday	July 1, 1996	Canada Day	2081
Monday	August 5, 1996	Civic Holiday	2082
Monday	September 2, 1996	Labour Day	2083
Monday	October 14, 1996	Thanksgiving Day	2084
Monday	December 23, 1996	Holiday	2085
Tuesday	December 24, 1996	Floater	2086
Wednesday	December 25, 1996	Christmas Day	2087
Thursday	December 26, 1996	Boxing Day	2088
Friday	December 27, 1996	Floater	2089
Monday	December 30, 1996	Floater	2090
Tuesday	December 31, 1996	Floater	2091
Wednesday	January 1, 1997	New Year's Day	2092
Friday	March 28, 1997	Good Friday	2093
Monday	May 19, 1997	Victoria Day	2094

+birthday

15 days holidays in total

Holidays

June 1, 1997 to May 31, 1998

Tuesday	July 1, 1997	Canada Day	2100
---------	--------------	------------	------

Monday	August 4, 1997	Civic Holiday	2110
Monday	September 1, 1997	Labour Day	2111
Monday	October 13, 1997	Thanksgiving Day	2112
Wednesday	December 24, 1997	Floater	2113
Thursday	December 25, 1997	Christmas Day	2114
Friday	December 26, 1997	Boxing Day	2115
Monday	December 29, 1997	Floater	2116
Tuesday	December 30, 1997	Floater	2117
Wednesday	December 31, 1997	Floater	2118
Thursday	January 1, 1998	New Year's Day	2119
Friday	January 2, 1998	Holiday	2120
Friday	April 10, 1998	Good Friday	2121
Monday	May 18, 1998	Victoria Day	2122
			2123
+birthday			2124
			2125
15 days holidays in total			2126
			2127
		June 1, 1998 to May 31, 1999	2128
			2129
Wednesday	July 1, 1998	Canada Day	2130
Monday	August 3, 1998	Civic Holiday	2131
Monday	September 7, 1998	Labour Day	2132
Monday	October 12, 1998	Thanksgiving Day	2133
Thursday	December 24, 1998	Floater	2134
Friday	December 25, 1998	Christmas Day	2135
Monday	December 28, 1998	Boxing Day	2136
Tuesday	December 29, 1998	Floater	2137
Wednesday	December 30, 1998	Floater	2138
Thursday	December 31, 1998	Floater	2139
Friday	January 1, 1999	New Year's Day	2140
Friday	April 2, 1999	Good Friday	2141
Monday	May 24, 1999	Victoria Day	2142
			2143
+ birthday			2144
			2145
14 days holidays in total			2146

Mr. Craig Grant 2147
National Representative C.A.W. Letter of Understanding #1 2148
CAW-Canada June 3, 1996 2149
310 Wellington Road S. 2150
London, Ontario 2151
N6C 4P4 2152

ARTICLE XV - OVERTIME 2154

Dear Mr. Grant: 2155
2156

During our 1996 negotiations, considerable discussions 2157
took place between the Union and the Company over 2158
overtime opportunities. 2159

It was agreed that the Company would continue its practice 2161
of offering overtime “outside of a classification” to qualified 2162
employees on the shift in the plant. 2163

It was also agreed that the Company would continue its 2165
practice of offering Seating Plant “Melt-down and Clean- 2166
up” overtime opportunities to Seating Plant “line-crews” 2167
and Seating Plant “General Clean-up” overtime opportunities 2168
to Seating Plant “Production Technicians.” 2169

The Company will continue its practice of offering 2171
“Maintenance Helper” overtime opportunities to qualified 2172
employees by seniority. It was further agreed, that the Union 2173
and the Company would sit down and mutually agree on 2174
responsibilities for “Maintenance Helpers” by June 30, 2175
1996. 2176

Yours truly, 2178
JOHNSON CONTROLS LTD. 2179

Ralph G. Lassel 2182
Employee Relations Manager 2183

Mr. Craig Grant		2184
National Representative C.A.W.	Letter of Understanding #2	2185
CAW-Canada	June 3, 1996	2186
310 Wellington Road S.		2187
London, Ontario		2188
N6C 4P4		2189
		2190
		2191
Dear Mr. Grant:		2192
		2193
In the past, where the Company has attempted to contact an		2194
absent employee and was unable to do so, the Company has		2195
asked the CAW for its help in contacting the employee.		2196
		2197
The Company appreciates this help and will continue this		2198
practice.		2199
		2200
		2201
Yours truly,		2202
JOHNSON CONTROLS LTD.		2203
		2204
		2205
Ralph G. Lassel		2206
Employee Relations Manager		2207
		2208
		2209
		2210
		2211
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Mr. Craig Grant		2221
National Representative C.A.W.	Letter of Understanding #3	2222
CAW-Canada	June 3, 1996	2223
3 10 Wellington Road S.		2224
London, Ontario		2225
N6C 4P4		2226
		2227
		2228
Dear Mr. Grant:		2229
		2230
During the 1996 negotiations, considerable discussions		2231
took place between the Union and the Company over the		2232
hiring of students during the summer.		2233
		2234
In accordance with the Union's request, except for a two (2)		2235
week training period, students will not be assigned to work		2236
on the night shift or the day shift.		2237
		2238
		2239
Yours truly,		2240
JOHNSON CONTROLS LTD.		2241
		2242
		2243
Ralph G. Lassel		2244
Employee Relations Manager		2245
		2246
		2247
		2248
		2249
		2250
		2251
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		2256
		2257

Mr. Craig Grant		2258
National Representative C.A.W.	Letter of Understanding #4	2259
CAW-Canada	June 3, 1996	2260
3 10 Wellington Road S.		2261
London, Ontario		2262
N6C 4P4		2263
		2264
		2265
Dear Mr. Grant:		2266
		2267
The Company agrees to offer the “Due Diligence” training		2268
referred to in Article 23.0 1 to elected Union Representatives.		2269
		2270
		2271
Yours truly,		2272
JOHNSON CONTROLS LTD.		2273
		2274
		2275
Ralph G. Lassel		2276
Employee Relations Manager		2277
		2278
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		2293
		2294

Mr. Craig Grant	2295
National Representative C.A.W.	2296
CAW-Canada	2297
3 10 Wellington Road S.	2298
London, Ontario	2299
N6C 4P4	2300
	2301
	2302
Dear Mr. Grant:	2303
	2304
In the event the employees' right to "work refuse" under the	2305
current Occupational Health and Safety Act is revoked, the	2306
Company agrees to meet with the Union to implement a	2307
mutually agreed upon alternate procedure.	2308
	2309
If at any time, between the time the right to work refuse is	2310
revoked and the Company and the Union arrive at an	2311
alternate procedure, the Company will not act in a matter	2312
that is arbitrary, discriminatory or in bad faith.	2313
	2314
	2315
Yours truly,	2316
JOHNSON CONTROLS LTD.	2317
	2318
	2319
Ralph G. Lassel	2320
Employee Relations Manager	2321
	2322
	2323
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	2331

Mr. Craig Grant 2332
National Representative C.A.W. Letter of Understanding #6 2333
CAW-Canada June 3, 1996 2334
310 Wellington Road S. 2335
London, Ontario 2336
N6C 4P4 2337

BAD WEATHER 2339

Dear Mr. Grant: 2340
2341

The Company will have no formal policy regarding “bad 2342
weather”. 2343
2344

Cases involving employees not reporting to work or leaving 2345
work due to their concern about weather conditions will be 2346
reviewed on a case by case basis. 2347
2348

In reviewing these cases, the Company will take into 2349
consideration any formal alerts or the like issued by the 2350
various enforcement agencies involved in such activities as 2351
well as any pertinent data provided by the Union. 2352
2353

Yours truly, 2354
JOHNSON CONTROLS LTD. 2355
2356

Ralph G. Lassel 2358
Employee Relations Manager 2359

2360
2361
2362
2363
2364
2365
2366
2367
2368

YOUR GROUP BENEFIT PACKAGE

JOHNSON
CONTROLS

Tillsonburg Bargaining
Effective: May 15, 1995

THIS BOOKLET CONTAINS IMPORTANT INFORMATION AND
SHOULD BE KEPT IN A SAFE PLACE FOR FUTURE REFERENCE.

SCHEDULES

Contractholder: Johnson Controls Ltd.

**For Tillsonburg Bargaining employees and their
dependents**

**Effective
Date: June 1, 1996**

**Group
Contract No. 4299/7559**

**IMPORTANT: Keep these Schedules in the front cover
pocket of your booklet.**

EMPLOYEE LIFE
INSURANCE BENEFIT

SCHEDULE

EMPLOYEE LIFE INSURANCE BENEFIT

Classification	Amount
All eligible, active employees:	\$36,000
Effective June 1, 1997:	\$38,000
Effective June 1, 1998:	\$40,000

72
038
72
040.

Notes:

- Your Employee Life Insurance will reduce to \$10,000 at age 65 and will terminate at the first of the month following retirement.

Life Insurance Premium is employer paid.

**EMPLOYEE ACCIDENTAL DEATH
AND DISMEMBERMENT BENEFIT**

SCHEDULE

**EMPLOYEE ACCIDENTAL DEATH AND
DISMEMBERMENT BENEFIT**

Classification	Amount
AU eligible, active employees:	\$36,000
Effective June 1, 1997:	\$38,000
Effective June 1, 1998:	\$40,000

Notes:

- Your Employee Accidental Death and Dismemberment Insurance will reduce to \$10,000 at age 65 and will terminate at retirement.

Accidental Death and Dismemberment Insurance Premium is employer paid.

SCHEDULE

HEALTH CARE BENEFITS

Classification

All eligible, active employees under age 65 and their dependents:

Health Care Insurance Premium is employer paid.

COVERED CHARGES

(See **Benefit Description For Coverage Details**)

HOSPITAL.....
AMBULANCE OUT-OF-HOSPITAL NURSING
PHYSIOTHERAPY HEALTH PRACTITIONERS
DENTAL CARE FOR ACCIDENTAL INJURY.....
DIAGNOSTIC LABORATORY AND X-RAY EXPENSES
DRUGS DURABLE MEDICAL EQUIPMENT AND
SUPPLIES OUT-OF-PROVINCE.. VISION CARE
..... FOOT CARE

Amount

Calendar Year Deductible* \$10 per person but not more than
\$20 per family

Pay-Direct Drug Deductible \$.35 per prescription or refill

Lifetime Drug Benefit Maximum for

Fertility Drugs 1 cycle per lifetime up to \$1,000

Nicorettes or Other Aids to 1 cycle per
stop smoking lifetime up to \$500

* does not apply to Basic Hospital, Out-of-Province Hospital and Vision Care Benefits

SCHEDULE

HEALTH CARE BENEFITS

Percentage Payable	Amount
All Covered Charges	100%
Basic Hospital (Within Home Province)	
Room and Board Limit	semi-private
Chronic Care Hospital (Within Home Province)	
Room and Board Limit	\$3 per day
Maximum Stay (per period of disability)	120 days
Licensed Private Hospital (Within Home Province)	
Room and Board Limit	\$10 per day
Maximum Stay (per period of disability)	120 days
Out-of-Hospital Nursing Benefit Maximum (per calendar year)	90 - 8 hour shifts
Health Practitioners' Benefit Maximums (per calendar year)	
Masseur, Chiropractor	\$15 per visit up to \$150 per calendar year, per type of practitioner
Speech Therapist	\$200 per calendar year

HEALTH CARE BENEFITS

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Health Practitioners' Benefit Maximums (per calendar year) (cont'd)	
Psychologist	\$35 for the initial visit, thereafter, \$20 per visit up to \$200 per calendar year
(per 24-month period, or 12-month period if under age 18)	
Ophthalmologist or Optometrist (for New Brunswick residents only)	\$40
Out-of-Province	
Emergency Care	
Hospital Room and Board Limit	
In Canada	semi-private
Out of Canada	average semi-private
On Referral	
Benefit Duration	30 days per calendar year
Hospital Room and Board Limit	average semi-private

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Vision Care Benefit Maximums (in any 24-month period or 12 month period if under age 18)	
Lenses and Frames or Contact Lenses	\$150
Effective January 1, 1997:	
Lenses and Frames or Contact Lenses	\$200
Bi-focals or Tri-focals and Frames	\$250
Foot Care Benefit Maximum	
Orthotic Foot Devices	2 pairs every 3 years

SCHEDULE

DENTAL CARE BENEFITS

Classification

AU eligible, active employees under age 65 and their dependents:

Dental Care Insurance Premium is employer paid.

COVERED CHARGES

(See Benefit Description for Coverage Details)

ROUTINE CARE.....DENTURES
CROWNS AND BRIDGEWORKORTHODONTICS

Fee Guide

Payments will be based on the **Ontario** Dental Association Fee Guide for General Dental Practitioners for the year prior to the year in which the charges were incurred.

	Amount
Calendar Year Deductible	Nil
Percentage Payable	
Routine Care and Orthodontics	100%
Dentures, Crowns and Bridgework	50%
Benefit Maximum (per calendar year)	
Routine Care, Dentures, Crowns and Bridgework (combined maximum)	\$1,500
Benefit Maximum (per lifetime)	
Orthodontics (for dependent children under age 18)	\$1,500

NOTES

NOTES

This is to advise you of the following changes which affect the information outlined in your Group Benefit Package dated May 15, 1995.

1. Effective August 13, 1994 (date coverage is effective with Aetna Canada) : on page 26 of your bookie!, the following information should be added under the "How to Claim" section. It explains your claim procedures for your pay direct drug claims:

For pay direct drug claims with a "participating" pharmacy, you need only pay the Pay Direct Drugs Deductible to the pharmacy, the pharmacy and the Administrator will settle the claim without involving you.

Claim forms, for claims other than pay direct drug claims with a "participating" pharmacy, are available from your Employer. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to Aetna Life.

2. Effective June 1, 1996: on page 2 of your booklet, the definition of dependent has been up-dated as follows:

Dependent means a spouse or unmarried child under 21 years (25 years, if regularly attending school) and solely dependent upon the employee or support with respect to Health Care Benefits and under 25 years and solely dependent upon the employee for support with respect to Dental Care Benefits.

3. Effective June 11, 1996: on page 13 of your booklet, the Health Practitioners section now includes coverage of a chiropractor.

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GENERAL PROVISIONS

Employee Eligibility

To be eligible for coverage you must be:

- an active, permanent employee of an Employer, who is a member of the Canadian Auto Workers Union (National Automobile, Aerospace & Agricultural Implement Workers of Canada) Local 1859, covered under this plan, working full-time for at least 30 hours per week and not working on a seasonal basis;
 - in a class shown in the Schedule; and
 - covered under a Provincial Health Insurance Plan.

You will become eligible for coverage on the later of:

- the Effective Date of this plan; or
- the first of the month following the completion of 60 continuous days, provided you have completed 40 working days, with respect to Life, Accidental Death and Dismemberment and Health Care Benefits; and
- 1 year of continuous service with respect to Dental Care Benefits.

Dependent Eligibility

To be eligible for coverage your dependent must be covered under a Provincial Health Insurance Plan.

Your dependent becomes eligible for coverage when you become eligible or, if acquired later, upon becoming your dependent.

You must be covered in order for your dependents to be covered.

Dependent means a spouse or unmarried child under 18 years (21 years, if regularly attending school) and solely dependent upon the employee for support with respect to Health Care Benefits and under 21 years and solely dependent upon the employee for support with respect to Dental Care Benefits.

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; except that, a person of the opposite sex living with the employee will be deemed to be the employee's spouse, if such person:

- . is publicly represented as the employee's spouse; and
- has been living with the employee for a period of at least 6 continuous months.

Child means:

- a natural or legally adopted child, or
- . a step-child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent-child relationship.

Effective Date of Coverage

Insurance for you and your dependents will become effective on the date of eligibility.

If you are absent from work because of disability due to illness or injury on the date your coverage, or any increase in your coverage, would otherwise become effective, such coverage will not become effective until the date you return to active full-time work for 1 full day.

Coverage, or any increase in coverage, for your dependent (other than a new-born child who becomes covered within 31 days of becoming eligible) who is confined in a hospital because of illness or injury on the date such coverage would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

Temporary Absence From Work

For all Benefits, you and your dependents may continue to be covered at your Employer's option and subject to premium payment, if your absence from active work is not due to termination of employment but due to:

- illness, injury, pregnancy or parental leave but not beyond age 65 or for up to 12 months, if you are age 64 or older and eligible (or coverage); or
- temporary lay-off or leave (excluding military leave), but not beyond the end of the contract month following 3 months.

Termination of Coverage

Coverage for you and your dependents will terminate on the earliest of, the date:

- a you retire, unless otherwise indicated in the Schedule;
- your employment terminates or you cease active work, except as noted under the Temporary Absence From Work provision;
- you cease to be a member of an eligible class;
- premium payments cease; or
- this plan is discontinued.

Coverage for your dependents will terminate on the date such dependents cease to be eligible.

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to the Administrator within 31 days after such date that such **Child:**

- is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- became so incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to the Administrator, as required, but not more often than yearly.

Continuation of Dental Care Benefits After Your Death

Your dependents who are covered under this plan at the time of your death will continue to be covered, while premium payments for such coverage are continued, for 90 days after your death, provided the dental work had commenced prior to your death.

EMPLOYEE LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If you die while covered, your Employee Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

Disability Provision

If you:

become Totally and Permanently Disabled while covered;

- continue to be so disabled for the next 6 months; and
- are under age 65;

the Employee Life Insurance for which you were covered at the time you became so disabled will continue while you are so disabled, but not beyond your 65th birthday, subject to any reduction or termination indicated in the Schedule due to a change in class. You must submit proof satisfactory to Aetna Life, within 12 months of the date you cease active work, that you are so disabled. Upon approval, you must submit proof satisfactory to Aetna Life, as required, that you are still so disabled.

Totally and Permanently Disabled means that solely because of an illness or injury, you are, and will continue to be, unable to work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

Conversion Option

If your Employee Life Insurance reduces or terminates, you may be eligible to convert the terminated amount to an individual life insurance policy without a medical examination or health questionnaire being required. The eligibility requirements, the type of policy and the amount of coverage that you may convert are described in the Contract issued to the Contractholder. Contact your Employer or the nearest Aetna Life office for details. Written application together with the initial premium due must be submitted to Aetna Life within 31 days of the date your Employee Life Insurance terminates.

Extension of Benefit

If you die within 31 days of the date your Employee Life Insurance terminates, the amount you could have converted will be paid as a death benefit under this plan even if you did not apply for conversion.

**EMPLOYEE ACCIDENTAL DEATH AND
DISMEMBERMENT BENEFIT**

(See Schedule for Amount)

If you sustain an accidental bodily injury while covered and if a covered loss occurs as a direct result, and within 1 year, of the accident, the following will be paid to you, if living, otherwise to your beneficiary(ies), if living, or to your estate:

For Loss Of	Percentage Of Amount Covered
Life	100%
Both arms or both legs	100%
One hand and one foot	100%
One hand and sight of one eye	100%
One foot and sight of one eye	100%
Sight of both eyes	100%
Sight of one eye	66-2/3%
Speech and hearing	100%
Speech or hearing	66-2/3%
Hearing in one ear	16-2/3%
Thumb and index finger, or 4 fingers, of one hand	33-1/3%
All toes of one foot	16-2/3%
Quadriplegia (total paralysis of both upper and lower limbs)	100%
Paraplegia (total paralysis of lower limbs)	100%
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	100%
For Loss Of, or Loss Of Use Of	
Arm or leg	75%
Hand or foot	66-2/3%
Both hands or both feet	100%

No more than the largest percentage shown for a body member will be paid for the loss of more than one part thereof.

Not more than 100% will be paid for all losses sustained in any one accident.

Loss as above used with reference to:

- . quadriplegia, paraplegia, and hemiplegia means the complete and irreversible paralysis of such limbs;
hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
arm or leg means complete severance through or above the elbow or knee joint;
- . thumb, or finger means complete severance through or above the first phalange;
- . toes means complete severance of both phalanges;
- . eye means the irrecoverable loss of the entire sight thereof;
- . speech means complete and irrecoverable loss of the ability to utter intelligible sounds; and
hearing means complete and irrecoverable loss of hearing in both ears.

Loss of use as above used means the total and irrecoverable loss of use provided the loss is continuous for **12** consecutive months and such loss is determined to be permanent.

Exposure and Disappearance

Loss due to exposure will be deemed to be accidental if the exposure was a direct result of an accident.

If you disappear as a direct result of the accidental disappearance, wrecking or sinking of the conveyance in which you were an occupant, accidental death will be deemed to have occurred, provided, there is no evidence within 1 year thereafter that you are still alive.

Limitations

No amount will be paid for a loss that results from or is contributed to by:

- war, whether declared or not;
- suicide or attempt thereat, while sane or insane;
- self-inflicted injury, while sane or insane;
- active full-time service in the armed forces of any country;
- travelling or flying in, or descending from, any kind of aircraft, as a pilot, operator or member of the crew. However, insurance will include injury sustained while you are riding as a passenger with no duties whatsoever, in or on, boarding or alighting from any aircraft having a current and valid air worthiness certificate and piloted by a person who holds a current and valid license to pilot such aircraft, or from any transport type aircraft operated by the transport command of the Canadian Armed Forces Air Transport Command or by the similar Transport Service of any country but excluding while flying in any aircraft owned or operated by the employer.

HEALTH CARE BENEFITS

(See Schedule for Amount)

Calendar Year Deductible

This is the amount of Covered Charges that a covered person must pay before any amount is paid to you by the Administrator. A new deductible will begin each January 1.

Percentage Payable

This is the part of Covered Charges that the Administrator pays after the Calendar Year Deductible is satisfied.

Covered Charges are reasonable and customary charges for needed medical care, services or supplies, as described below, and received while the person is covered, for either an illness or injury that is non-occupational or for pregnancy:

1. Hospital (Within Home Province)

Daily charges in excess of the ward rate up to the Room and Board Limit plus user fees.

- A hospital is a place that:
 - chiefly provides inpatient medical care of the injured, sick or chronically ill;
 - has a staff of licensed doctors (M.D.) and 24-hour nursing care by registered nurses (R.N.); and
 - is approved as a hospital for payment of the **ward rate under the Provincial Health Plan**.

2. Chronic Care Hospital (Within Home Province)

- A chronic care hospital is a place **that**:
 - is licensed or approved as a institution (or a distinct part of an institution) which is primarily engaged in providing, for inpatients, skilled nursing care (that meets minimum Provincial regulations) for the chronic care stage of an injury or illness; and
 - is approved as a chronic care hospital for payment of the ward rate under the Provincial Health Plan.

3. Ambulance

Charges in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service, including air or rail ambulance service subject to prior approval of the Administrator, to transport the covered person:

- from the place of injury (or where illness struck) to the nearest hospital where treatment is available;
- directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital; or
- from a hospital to a convalescent hospital.

4. Out-of-Hospital Nursing

Charges for home nursing care, up to the Benefit Maximum, by a registered nurse (R.N.) who:

- is not a member of your family; and
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N.

5. Physiotherapy

Charges by a physiotherapist who is registered and legally practising within the scope of his license, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type. No amount will be paid for any visits for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

6. Health Practitioners

Charges, up to the Benefit Maximum, by a practitioner who is registered and legally practising within the scope of his license as:

- a psychologist, masseur, or speech therapist; or
- an ophthalmologist or optometrist for eye examinations, including refractions (for New Brunswick residents only).

No amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

7. Dental Care For Accidental Injury

Charges for dental care by a licensed dentist for the prompt repair of sound natural teeth when required for a non-occupational accidental injury, external to the mouth, that occurs while the person is covered. Treatment must commence within 90 days of the accident and must be completed within 1 year from the date of the accident.

8. Diagnostic Laboratory and X-Ray Expenses

9. Vision Care

Charges for lenses and frames, or for contact lenses, when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximum. No amount will be paid for safety or sun glasses, anti-reflective coatings, or for tints other than No. 1 or No. 2.

10. Drugs

Charges, in excess of the Pay-Direct Drug Deductible, for drugs prescribed by a licensed doctor's (M.D.) or a licensed dentist's prescription and dispensed by a registered pharmacist, excluding vitamins, contraceptives (other than oral), dietary foods/supplements and common household products such as, but not limited to soap and toothpaste. Also includes sera, injectables and drugs and supplies required as a result of a colostomy or ileostomy and/or for the treatment of cystic fibrosis, diabetes, parkinsonism or heart disease.

11. Durable Medical Equipment and Supplies

Charges for supplies and the rental of or, at the Administrator's option, the purchase of durable medical equipment of the type and model adequate for the covered person's medical needs based on the nature and severity of the disability, such as, but not limited to:

- hospital beds, wheelchairs (including repairs), canes, crutches, walkers and trusses;
- rigid or semi-rigid braces for back, neck, arm or leg and non-dental prostheses such as artificial limbs and eyes; including replacement if required because of a change in physical condition;
- respiratory equipment, including oxygen;
- kidney dialysis equipment;
- contact lenses or glasses following cataract surgery (limited to 1 pair per lifetime); and
- splints, casts, catheters, and hypodermic needles;

but excluding personal comfort, convenience, exercise, safety, self-help or environmental control items, or items which may also be used for non-medical reasons, such as, but not limited to:

- heating pads or lamps, communication aids, air conditioners or cleaners, and whirlpool baths or saunas.

11. Durable Medical Equipment and Supplies (cont'd)

Before incurring any major expenses you should submit details to the Administrator to determine to what extent benefits are payable. In any event, a letter will be required from a licensed doctor (M.D.) describing the nature of the disability and the type, medical need and estimated duration of any required durable medical equipment.

12. Out-of-Province

Emergency Care

Charges incurred while travelling or vacationing outside the covered person's home Province, for periods of not more than 6 weeks, provided part of the charge is payable under the covered person's Provincial Health Plan, that are:

hospital charges for:

- . room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
- . other inpatient and outpatient medical services; and
- . reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan for:
 - . a licensed doctor (M.D.);
 - . professional licensed ambulance service, including air or rail ambulance service, to transport the covered person back to a hospital within his home Province, provided prior approval is obtained from the Administrator: and
 - . blood, blood products and their transfusion.

12. Out-of-Province (cont'd)

On Referral

Charges incurred for care unavailable in Canada, when referred by a licensed doctor (M.D.) and approved in advance by the Administrator, provided part of the charge is payable under the covered person's Provincial Health Plan, but not beyond the Benefit Duration, that are:

hospital charges for:

- room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
- other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan, for:
 - a licensed doctor (M.D.); and
 - blood, blood products and their transfusion.

13. Foot Care

Charges up to the Benefit Maximum for:

- orthopedic shoes (must be part of a brace) when recommended by a licensed doctor (M.D.); and
- arch supports, molds or orthotic devices, but not for sports, when recommended by a licensed doctor (M.D.), podiatrist or chiropodist.

Limitations

No amount will be paid for care, services or supplies:

if the payment is prohibited by law,

- that a covered person may obtain as a benefit under any governmental plan or law;
- for which no charge would have been made in the absence of this coverage; or
- for dental work, except as provided under Dental Care For Accidental Injury.

No amount will be paid for any charge incurred that results from or is contributed to by:

war, whether declared or not;

- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- the covered person's commission of, or attempt to commit, an assault or a criminal offence.

Extension of Benefits

If a covered person is Totally Disabled on the date coverage under these Benefits terminates, entitlement to benefits will be the same as though such coverage had not terminated, for as long as such person remains continuously so disabled, but not beyond the earlier of:

- the date such person becomes covered under any other group-type plan providing similar coverage; or
- 1 year from the date of disability for employees receiving Workers' Compensation Benefits; or
45 weeks for employees receiving Weekly Disability Benefits; or
- 3 months for Hospital Care Benefits for employees who are not receiving Workers' Compensation or Weekly Disability Benefits; and
- 1 year for all other Health Care Benefits for employees who are not receiving Workers' Compensation or Weekly Disability Benefits.

Totally Disabled means:

- for an employee, that such person cannot, because of illness or injury, engage in such person's regular occupation and is not working for pay or profit; and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

DENTAL CARE BENEFITS

(See Schedule for Amount)

Percentage Payable

This is the part of Covered Charges that the Administrator pays.

Covered Charges are charges up to the amount shown in the Fee Guide for needed dental care, services or supplies, as described below, and received while the person is covered, for either a disease or injury that is non-occupational:

Routine Care

Charges up to the Benefit Maximum for:

- oral exams, including the cleaning of teeth, but not more than once every 6 months;
- consultations;
- periodontal scaling, root planing or equilibration but not more than once every 6 months;
- topical applications of sodium or stannous fluoride;
- dental x-rays;
- fillings (including white fillings);
- oral hygiene instruction once every 6 months;
- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;
- anaesthesia and its administration;

DENTAL CARE BENEFITS

Routine Care (continued)

- pit and fissure sealants for dependent children under age 18;
- repair, relining or rebasing of dentures;
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
endodontic treatment, including root canal therapy.

Dentures

Charges up to the Benefit Maximum for:

- first installation, including adjustments, of partial permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth;

denture adjustments that occur more than 3 months after installation;
- replacement of an existing partial or full removable denture, if it:
 - was installed at least 5 years before and cannot be made serviceable; or
 - is a temporary full denture which replaces 1 or more natural teeth and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed; and
- addition of teeth to an existing partial denture, if required to replace 1 or more natural teeth.

Crowns and Bridgework

Charges up to the Benefit Maximum for:

- inlays, onlays, gold fillings and crowns;
- first installation of fixed bridgework, including crowns to form abutments, to replace 1 or more natural teeth;
- replacement of existing bridgework, but only if it was installed at least 5 years before and cannot be made serviceable; **and**
- addition of teeth to an existing bridgework, if required to replace 1 or more natural teeth.

Orthodontics

Charges for dependent children under age 18 up to the Benefit Maximum for:

- diagnostic procedures, including models;
- therapy and appliances; and
- correction of malocclusion.

Other Practitioners

Services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practising within the scope of his license.

Other Practitioners (cont'd)

Charges for such care, services and supplies will be deemed to be Covered Charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the Province where the charges are incurred, or
- the Fee Guide for dentists.

Reasonable and customary charges by an anaesthetist for the administration of a general anaesthetic in connection with a covered dental procedure will be deemed to be Covered Charges.

Alternative Services

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$500, proposed details and x-rays should be submitted to the Administrator for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of Treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount will be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of coverage, there would be no charge;
- space maintainers including all stainless steel crowns;
- nutritional counselling;
- protective athletic appliances;
- prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not covered, or which were ordered while the person was covered but which were finally installed or delivered after this Benefit is discontinued or more than 31 days after termination of coverage for any other reason;
- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction; or
- replacement of a lost or stolen prosthesis.

**COORDINATION OF BENEFITS
(HEALTH CARE AND DENTAL CARE BENEFITS ONLY)**

If a person covered under this plan is also covered under another plan, benefits under all plans are adjusted so as to limit the combined payment to 100% of the total allowable expense.

The manner in which this is done is to determine which plan pays first (and thus determine where to submit the claim first) and which plan(s) pays next.

The plan that does not have a coordination of benefits provision pays before the plan that does (most, if not all, Insurance Company plans have such a provision).

The plan that covers the person as:

- other than a dependent pays before the plan that covers such person as a dependent; or
 - a dependent child of the parent, covered as an employee or member, whose birthday occurs first during the calendar year, pays first.

If priority cannot be established in the above manner, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

To implement this provision, the Administrator may:

- subject to the consent of the covered person, if required by law, obtain from or release to any other person, corporation or organization any information deemed to be needed, or

**COORDINATION OF BENEFITS (continued)
(HEALTH CARE AND DENTAL CARE BENEFITS ONLY)**

- pay to or recover from any other person, corporation or organization any excess payment; any payment so made will be deemed to be benefits paid and, to the extent of such payments, will fully discharge the Administrator from all liability under this plan.

Allowable expense means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the plans covering the person for whom claim is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

& means any contract of group insurance or other arrangement for members of a group (whether on an insured basis or not), prepaid health or dental care coverage, or student accident insurance.

CLAIM PROVISIONS

How to Claim

Claim forms are available from your Employer. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to Aetna Life.

For Health Care Benefits, do not submit a claim until the amount of Covered Charges exceeds the amount of any Calendar Year Deductible.

At the Administrator's option, you may by written request direct that all or part of the benefits for Health Care and Dental Care Benefits be paid directly to the hospital or person rendering such care.

Beneficiary

For employee death benefits, you may name a beneficiary(ies) and, from time to time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at:

- the headquarters of the Contractholder; or
- Aetna Life's Head Office;

to take effect as of the date such request was executed, but without prejudice to Aetna Life for any payments made before such request is received at its Head Office.

Proof of Loss

Written proof stating the occurrence, character and extent of loss must be submitted for each Benefit to Aetna Life within:

90 days after the date of death under the Death Provision for Life Insurance Benefits;

12 months after the date the employee ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits; and

- 90 days after the date of the loss for Accidental Death and Dismemberment Benefits;

or to the Administrator while the Benefit is in force and within:

- the end of the calendar year following the year in which the expense was incurred, but not more than 90 days after the date coverage for the employee terminates for Health and Dental Care Benefits.

Legal action to recover benefits under this plan must begin within 2 years (6 years for Life Insurance) of the date of loss.

The Administrator shall have the right and opportunity to examine any person whose injury or illness is the basis of claim, when and as often as it may reasonably require during the pendency and payment period, if any, of such claim.

The Health Care and Dental Care Benefits described in this booklet are not insured but are payable from the funds of your Employer. Aetna Life, however, will administer all benefit payments.

The benefits described under this plan may be revised from time to time or discontinued. Detailed information about benefits or other provisions of the contract(s) or copies of those provisions may be obtained from your Employer.

MISCELLANEOUS

Underwritten by



Aetna Life Insurance Company of Canada