

**1998-2001  
COLLECTIVE AGREEMENT**

BETWEEN

**NICHIRIN INC., Brantford, Ontario**

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)  
and its LOCAL 397**

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**THIS COLLECTIVE AGREEMENT ENTERED INTO  
AS OF THE 20TH DAY OF APRIL, 1998**

BETWEEN:

**NICHIRIN INC., Brantford, Ontario**

(Hereinafter referred to as the "Company")

- and -

**THE NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)  
and its LOCAL 397**

(Hereinafter referred to as the "Union")

**ARTICLE 1 - RECOGNITION**

**1.01 Recognition**

The Company recognizes the Union as the exclusive bargaining agent of all employees of the Company in the City of Brantford save and except supervisors, those above the rank of supervisor, office, clerical and sales staff.

For purposes of clarity, it is understood and agreed that the term "*office staff*" includes engineering staff.

Wherever the male gender is used throughout the Articles within this Agreement, it is agreed that the feminine gender is an acceptable substitute whenever and wherever the feminine gender is applicable.

**1.02            Purpose and Philosophy**

The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient and profitable operation, produce a quality product and improve itself in a strong competitive market and the Union agrees to support the Company in attaining these objectives.

In the administration of this Agreement, and in the day-to-day relationship, the parties will exhibit mutual trust, understanding and sincerity, and to the fullest extent possible, will avoid confrontational tactics.

Should differences or misunderstandings occur they will be resolved through full and open communication. The manufacturing environment will be based on teamwork, mutual trust and respect, that gives recognition to the principle that people are the most important resource of the Company. The parties are cognizant that if this endeavour is to be a success, labour and management must work together as members of the same team.

The parties believe that all employees want to be involved in decisions that affect them, care about their jobs and each other, take pride in themselves and in their contributions and want to share in the success of their efforts.

The Company and the Union recognize and accept the responsibility to strive to create and maintain a positive work environment. To accomplish the same for the present and the future, all employees shall have the following responsibilities:

- (a) support and abide by reasonable standards of conduct and attendance policies;

- (b) promote good housekeeping and maintain a safe work environment;
- (c) promote efficient work processes and continually look for opportunities to make the operation more efficient;
- (d) achieve quality goals and improve quality standards.

**1.03            Management Rights**

Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives 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, reasonable rules and regulations, policies and practices, to be observed by its employees; to discipline and discharge employees for just cause in accordance with Article 42 of this Agreement.
- (b) the right: to select and hire the working force and employees; to transfer, assign, promote, demote, schedule and classify employees, and to retire employees at age sixty-five (65) or older; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to transfer employees into or out of the bargaining unit provided that the Company will not transfer a bargaining unit employee to a position outside the bargaining unit against his or her will; 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; 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.

- (d) The Company agrees that it will not exercise its Management Rights contrary to the express provisions of the Collective Agreement.

## **ARTICLE 2 - NO DISCRIMINATION**

**2.01** The Company and the Union agree that there shall be no discrimination practised with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, sexual orientation or handicap all of which as defined in the Human Rights Code of Ontario, or by reason of membership or non-membership in a Union, or by reason of lawful activity in the Union. In the event of handicap within the meaning of the Human Rights Code both the Company and the Union accept their duty to accommodate the employee within the meaning of the Human Rights Code.

When it is alleged that there has been a violation of this clause the Company shall be provided with full particulars of the grounds upon which such discrimination is alleged to have occurred.

### **ARTICLE 3 - UNION SECURITY**

**3.01** All employees covered by this Agreement will be required to complete and sign an Authorization for Checkoff of Dues and Initiation Fees on Form A230-86, supplied by the Union to the Company.

**3.02** The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

**3.03** All dues and initiation fees deducted will be remitted to the Local Union Financial Secretary on or before the fifteenth (15th) day of the month following the month in which such deduction is made, along with a list of names of the employees from whom such deduction has been made and the amount of each deduction.

**3.04** The Company will also supply a list of those members of the bargaining unit who did not have Union dues deducted and the reason why no deduction took place. The Company shall not be bound by any errors or omissions.

**3.05** The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union.

**3.06** **Union Dues: When to Deduct and Amount to be Deducted**

Union dues will be deducted weekly on the basis of two (2) hours and twenty (20) minutes of pay per month. The amount of dues shall be based on the amount earned per straight time hour in the last payroll period worked before the dues are deducted. For those whose earnings vary, straight time earnings shall be based on average earned per hour in the last month worked.

The following are not included in the computation of earnings:

- shift premium
- overtime premium
- Sunday and holiday premiums

Dues are payable when the employee receives benefits in lieu of work such as:

- vacation pay
- holiday pay
- jury duty pay
- bereavement pay

Dues are not payable when the employee receives:

- sick and accident benefits
- Workers' Compensation benefits

Dues are not deducted if an employee has worked less than forty (40) hours in a month, is sick or on Workers' Compensation.

**3.07** The Union agrees to indemnify and save the Company harmless against any and all claims or other forms of liability that may arise out of or by reason of deductions made or payments made in accordance with this Article.

**3.08** The following information shall be provided in the monthly dues deduction list sent by the Company to the Union:

1. Employees who acquire seniority by rate and classification.

**Note:** Employees transferred into or out of the bargaining unit; employees on Sickness and Accident and Compensation and on layoff and recall; employees who have lost seniority; employees who are discharged will appear on the monthly dues deduction list. Names, addresses and postal codes of all



retired and active employees will be provided to the Union together with social insurance numbers every three (3) months.

A list of managerial personnel who have authority to direct the employees in the bargaining unit will be supplied every three (3) months, by the Company to the Union.

#### **ARTICLE 4 - SEXUAL HARASSMENT**

**4.01** The Company and the Union recognize generally the problem of sexual harassment in the workplace and are committed to both preventing it and, where it occurs, to ending it. Sexual harassment is defined as:

- (1) unnecessary touching or patting;
- (2) suggestive remarks or other verbal abuse;
- (3) demands for sexual favours;
- (4) physical assault.

**4.02** If such an occurrence arises, the Union and the Company agree to discuss the way it should be handled with all possible confidentiality.

**4.03** Any employee who believes such a problem exists should immediately report it to his or her immediate supervisor or Plant Manager so that a prompt investigation can be made and, if appropriate, remedial action taken.

**4.04** If the Company decides to relocate one of the parties, it will relocate the harasser and not the complainant.

## **ARTICLE 5 - SENIORITY**

**5.01** The fundamental rules respecting seniority are designed to give employees an equitable measure of security based upon length of service with the Company provided the employee has the skill and ability to do the work required.

**5.02** Once seniority is attained an employee's seniority date will be established in accordance with his length of service with the Company from last date of hire and will be applied in accordance with the express provisions of this Agreement.

**5.03** All seniority employees' names will appear on a seniority list as of their last date of hire. A copy of the seniority list will be revised every three (3) months and posted on plant notice boards.

In addition to the foregoing, there shall be a *"Skilled Trades Department seniority list"*. An employee who enters the Skilled Trades Department shall have seniority on that seniority list based upon the length of time (date of entry) in that Department. The Skilled Trades seniority list shall govern lay-offs from, recall to and job postings within that Department. In addition to the foregoing, Skilled Trades employees shall maintain their plant-wide seniority for all other purposes including lay-off from and recall to the plant.

The Company agrees to supply sufficient copies of the seniority lists so that each member of the Plant Committee will have a copy.

**5.04** An employee shall not have any seniority and shall be considered as a probationary employee until the employee has completed ninety (90) days of employment with the Company within a continuous six (6) month period. During such probationary period the employee will have no seniority rights. The discharge of a probationary employee shall be in the sole discretion of the

Company and shall not be subject to the standard of "*just cause*", however, the Company shall not exercise its discretion in an arbitrary or discriminatory manner nor in bad faith. Upon completion of the probationary period an employee's seniority will be backdated to the last date of hire.

**5.05** In the event that more than one (1) employee completes his probationary period on the same date, the Company will assign seniority to each employee alphabetically.

## **ARTICLE 6 - LOSS OF SENIORITY AND EMPLOYMENT**

**6.01** A seniority employee shall lose his seniority standing and employment and his name shall be removed from the seniority list for any of the following reasons:

1. if the employee voluntarily quits his employment with the Company;
2. if the employee is discharged for just cause and such employee is not reinstated;
3. if the employee overstays a permitted leave of absence or vacation without securing extension of such leave of absence or vacation from the Plant Manager or his designate, unless the employee can establish that he has a verifiable bona fide reason and that he used his best efforts to return to work on time;
4. if an employee who is recalled to work after a lay-off fails to notify the Company within three (3) working days that he accepts the recall, or fails to return to work or furnish a satisfactory reason for not doing so within five (5) working days after telephoned or notice of recall has been sent by registered mail, delivery or courier, to the last address that the personnel office has in its files for the employee. If the Company recalls an employee by telephone, the Chairperson or a Committeeperson shall be present. Written confirmation of such telephone call shall be made by Registered Mail, courier or delivery. It is the responsibility of an

employee to ensure that the Company's employment files contain his correct name, address, telephone number and social insurance number. If the employee fails to do so the Company will be relieved of any obligation to the employee not fulfilled because of incorrect address;

5. if the employee is laid off for a period equal to his seniority, with a minimum of six (6) months to a maximum of twenty-four (24) months of lay-off;
6. if the employee is absent from his duties for three (3) consecutive days, unless the employee can establish that he has a verifiable legitimate reason and that he used his best efforts to be at work.

## **ARTICLE 7 - LAY-OFFS AND RECALLS**

**7.01** In the case of a planned lay-off of five (5) working days or longer the Company will give employees affected by such lay-off five (5) days' notice thereof. Notice given to the employee with greater seniority is deemed to be notice to the employee who such senior employee displaces. The Plant Committee Chairperson shall be provided with a list of employees to be laid off or recalled. Within two (2) days of being provided with such list the Chairperson shall inform the Plant Manager of any seniority problems in such list that he is aware of. In addition, the Company will post up a list of the employees to be laid off. The Company shall not be responsible for any improper lay-off if the person affected does not notify the Plant Manager within five (5) working days of such list being posted. The notice of lay-off provided for herein need not be given to an employee who is ready to return to work after being on Workers' Compensation or Sickness and Accident leave of absence.

**7.02** Where employees are to be laid off from the plant the following procedure will apply:

- (i) Probationary employees in the classification affected will be laid off first, provided each remaining seniority employee has the skill and ability to perform the work required; thereafter,
- (ii) Employees in the classifications affected with the least seniority will be subject to being laid off, provided each remaining seniority employee has the skill and ability to perform the work required.
- (iii) An employee displaced from his classification will be assigned by the Company to other available work which he has the skill and ability to perform or if there is none, to a job being performed by an employee with less seniority provided such senior employee has the skill and ability to perform such job. In such case the senior employee will be allowed a limited period in which to familiarize himself with the job provided the employee has demonstrated in the past that he has performed the job in question or a comparable job satisfactorily. During such familiarization period he will be given direction as to how the job is to be done but this is not a trial period or training period.
- (iv) "*Temporary lay-off*" means an imposed absence from work for two (2) full shifts or less. An employee may be placed on temporary lay-off without regard to the foregoing provisions of this Article 7.02, however, no employee shall lose more than ten (10) days of work out of seniority in a calendar year pursuant to this Article 7.02(iv).

**7.03** The Union Plant Committee will be retained at work during their terms of office notwithstanding their position on the seniority list so long as they have the skill and ability to perform the work required.

**7.04** When work becomes available, employees who are laid off from the plant will be recalled to work in order of seniority provided they have the skill and ability to perform the work required.

## **ARTICLE 8 - WAGE ADMINISTRATION AND RATE PROTECTION**

**8.01** An employee who moves or is moved to a higher-paying job shall have his or her rate adjusted after one (1) week in such new job.

**8.02** An employee who moves or is moved to a lower-paying job shall have his or her rate adjusted after one (1) week in such new job.

**8.03** If an employee is temporarily assigned to a higher-rated job classification for one-half (1/2) the regular scheduled shift hours, or more, during a shift, such employee will receive the higher rate of pay for all hours worked on such shift.

## **ARTICLE 9 - JOB VACANCIES**

**9.01** The Company agrees to advertise permanent bargaining unit job vacancies above Labour Grade 1 for three (3) days. During the posting period the Company may temporarily fill the job as it sees fit. In order to be eligible to apply the applicant must be qualified to perform the job in accordance with the Company's quality and production standards. The Company will consider applications and shall assess the following factors:

- (a) seniority; and
- (b) skill, ability and efficiency.

Where the factors in (b) are relatively equal, seniority shall govern. All seniority employees interested in the job vacancy must make application within the posting period. A successful job applicant shall be ineligible to bid for another job vacancy for a period of three (3) calendar months from the date upon which such employee is placed in the new job. Notwithstanding the foregoing, where the employee's last successful job bid has been from one position within his classification to another position within his same classification the three (3) month ineligibility shall not apply if the employee wishes to bid out of his classification to a posted vacancy in a higher-rated job classification.

The term "*permanent job vacancy*" as used herein means a new or additional job created by the Company or a vacancy which has been created by the quit, discharge or retirement of an employee or an increase in the workforce. Vacancies created by reason of sickness, accident or leave of absence are not "*permanent job vacancies*" within the meaning of this Article.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

**10.01** The Company and the Union agree that the specifically designated grievance procedure shall be properly followed within the time limits provided.

Whenever the term "*grievance procedure*" is used in this Agreement, it shall be considered as including the arbitration procedure.

**10.02** "*Grievance*" shall mean a complaint or claim concerning the discipline or discharge of a seniority employee, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

**10.03** If an employee has a complaint, he may not file a grievance unless he has brought the matter to the attention of his Supervisor. If requested by the employee, the Union Representative will

be present. The Supervisor will investigate the complaint if necessary and respond, if possible, by the end of the next working day. If the Supervisor does not settle the matter to the employee's satisfaction or does not respond within two (2) working days, the Supervisor, the employee and the Union Representative will meet to discuss the complaint. The immediate Supervisor will respond to the employee and the Union Representative within two (2) working days. If the matter is not settled, the employee may file his complaint as a grievance at Step No. 1

**10.04** The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the supervisor in writing at Step 1 of the grievance procedure within seven (7) working days from the time the circumstances upon which the grievance is based occurred or from the time the employee should have known of such circumstances.

**10.05** **Step No. 1**

If the employee's complaint is not settled under Article 10.03, the grievance shall be reduced to writing and submitted to the supervisor within seven (7) working days from the time the circumstances upon which the grievance is based occurred or from the time the employee should have known of such circumstances. The written grievance shall set out the basis for the grievance and the specific section or sections of the Agreement which the grievor claims have been violated. The grievor shall be accompanied by his Committeeperson. The supervisor will give his reply by the end of the second (2nd) working day following receipt of such grievance and the giving of such reply will terminate Step No. 1.

**Step No. 2**

If the grievance is not settled at Step No. 1, the grievance shall be submitted to the Plant Manager within three (3) working days following the termination of Step No. 1. A meeting of the grievor's Committeeperson and the Plant Manager shall take place within ten (10) working days



unless mutually agreed otherwise. A National Representative of the Union, the immediate supervisor, and/or the grievor will be present at the Step No. 2 meeting if requested by either party. A decision shall be rendered by the Plant Manager, in writing, within five (5) working days of such meeting.

**Step No. 3**

In the event the grievance is not settled at Step No. 2, the party having carriage of the grievance may request arbitration of the grievance by giving notice in writing to the other party within ten (10) working days from the delivery of the decision at Step No. 2, but not thereafter. The notice to arbitrate shall set out the nature of the grievance, the section or sections of the Collective Agreement claimed violated and the remedy sought. If a request for arbitration is not so given within such ten (10) working day period, the decision at Step No. 2 shall be final and binding upon both parties to this Agreement, and upon any employee involved. A sole arbitrator shall be selected from among the following panel:

Professor Earl E. Palmer  
Dean Wesley B. Rayner  
Professor Gail Brent  
Owen Shime  
Ian Springate

The party giving notice to arbitrate shall indicate in writing two (2) of the arbitrators who are not acceptable as arbitrator in the particular matter. The party receiving the notice to arbitrate shall indicate in writing two (2) of the remaining three (3) arbitrators who are not acceptable for the particular matter. The remaining arbitrator shall be the arbitrator in the current case. In each successive grievance which is referred to arbitration, the parties hereto in rotation shall indicate in writing two (2) of the arbitrators who are not acceptable as arbitrator in the particular matter. The other party shall then indicate in writing two (2) of the remaining three arbitrators who are not acceptable for the particular matter. The remaining arbitrator shall be the arbitrator in such case.

**10.06** The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee or employees affected by it.

**10.07** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to add to, alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to him by the notice to arbitrate.

**10.08** Each party hereto shall bear its own costs of and incidental to any such arbitration proceeding. The fees and charges of the arbitrator shall be borne equally by the two parties hereto. Each party has the right to require the attendance of the grievor at the arbitration hearing.

**10.09 Union Policy Grievance or Company Grievance**

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within five (5) days from the time the circumstances upon which the grievance is based occurred. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance or at such other time as is mutually agreed between the Union Representative and the Plant Manager and shall take place within the framework of Step No. 2 of Article 10.05 hereof. The Company or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within ten (10) working days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

**ARTICLE 11 - LEAVE OF ABSENCE**

**11.01**            *"Leave of absence"* shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leave of absence shall be made to the Plant Manager or his designate in writing by the employee concerned and a letter shall indicate in full the reason for requesting the leave of absence. Any leave granted shall be in writing covering a specified period of time. The granting or withholding of a leave of absence shall be in the sole discretion of the Company and shall be without pay or any other form of compensation except insurance benefits to a maximum of three (3) weeks, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.

The Company agrees that if an employee requests a leave of absence on compassionate grounds or in case of an emergency, such leave of absence will not be unreasonably withheld. The term *"compassionate grounds"* does not mean for the employee's personal convenience but means in case of suffering or distress. Leave granted to an employee on compassionate or emergency grounds will not exceed ten (10) days per year.

**11.02**            The Company agrees to grant a leave of absence without pay or benefits to an employee who receives a full-time appointment as a National Representative of the Union.

**11.03**            The Company will grant leave of absence, without pay, to not more than three (3) delegated Union members to attend Union conventions or conferences out of the plant provided the Company is given reasonable notice when the request is made. In addition to the foregoing, the Plant Committee will be excused up to four (4) times per year for necessary hours not to exceed one (1) working day each time, to conduct Union business provided the Company is given two (2) weeks' notice. No person granted leave of absence pursuant to the provisions of this Article 11.03 shall be absent for more than one (1) week at any given time nor shall any person granted leave pursuant to this Article 11.03 be granted more than an aggregate of ten (10) days' leave per calendar year. In such

case the Company will pay the employee and will bill the Union monthly for reimbursement. (If the bargaining unit exceeds 160 employees, the Company is prepared to agree to one additional representative.) The ten (10) day limit herein does not apply to an employee who is elected to a position on the Executive of the Local Union. If the night shift exceeds forty (40) employees, the Company is prepared to agree to one (1) additional night shift representative.

The Company agrees to continue its current practice of allowing the Plant Committee one and one-half (1½) hours for preparation before the Labour/Management meeting and, in addition, to give the Plant Committee one (1) hour to meet the week after the Labour/Management meeting to be paid at appropriate rates.

**11.04** Seniority employees who are granted leave of absence under the provisions of this Article 11 shall have their seniority accrue while on such leave.

**11.05** **Maternity Leave and Parental Leave**

The Company agrees to grant maternity leave and/or parental leave pursuant to the provisions of the Employment Standards Act. The Company will pay its share of premiums as per Article 46 for an employee on maternity or parental leave for the first seventeen (17) weeks of such leave.

**11.06** **Public Office**

The Company will grant a leave of absence without pay or any other form of compensation to a seniority employee who is elected to public office. The term "*public office*" as used in this Agreement shall mean a municipal, provincial or federally elected public office.

**11.07** **Disability Leave**

An employee who because of illness or injury, whether work-related or not, requires absence from work shall furnish evidence of such illness or injury, which may include examination by a Company-appointed physician, if requested by the Company.

The employee shall furnish supplementary medical evidence of disability, from time to time, as requested by the Company. If the Company requests such supplementary medical evidence of disability the Company will pay for the physician's certificate. Failure or refusal to furnish such evidence of disability or to attend for a medical examination can result in discipline and/or the discontinuance of benefits. Before any employee on disability leave may return to work, he must satisfy the Company that he is able to perform the work required.

In case of disagreement between the opinion of the employee's physician and the opinion of the physician designated by the Company, the two physicians will agree upon a third physician whose opinion shall be accepted by the parties.

**11.08** When the Company requires an employee to provide a doctor's note in accordance with the Company's format to explain absence from work, the Company will pay up to a maximum of twenty dollars (\$20.00) per note, if the employee provides satisfactory proof of payment.

## **ARTICLE 12 - SHIFT PREMIUM**

**12.01** Employees scheduled to work the afternoon shift will receive a shift premium of fifty-seven cents (57¢) per hour for each hour worked and employees scheduled to work the night shift will receive a shift premium of seventy cents (70¢) per hour for each hour worked.

The foregoing shift premium will be paid only to employees who are actually regularly scheduled to work such shift and the fifty-seven cent (57¢) premium shall not be paid to employees on the day shift whose work continues into the afternoon shift nor shall the seventy cent (70¢) premium be paid to employees on the afternoon shift whose work continues into the night shift.

**12.02** In Year Two of the Collective Agreement, the fifty-seven cent (57¢) afternoon shift premium shall be changed to fifty-nine cents (59¢) and in Year Three of the Collective Agreement the fifty-nine cent (59¢) afternoon shift premium shall be changed to sixty-one cents (61¢).

An employee who is normally scheduled and who works an afternoon shift or night shift shall be paid his regular shift premium for hours worked either immediately before or after his regular shift continuously with such regular shift.

### **ARTICLE 13 - REPORTING IN PAY**

**13.01** An employee who reports for work on time in good faith, without having been notified that there is no work available in his regular classification will be offered at least four (4) hours work at his regular straight time hourly rate, or at the Company's option, will be sent home and receive four (4) hours' pay at his regular straight time hourly rate. If the foregoing occurs on a day on which the employee would be entitled to premium pay for work performed, such employee shall, if given work on such day, be paid at the premium rate for the number of hours he actually works or shall be paid four (4) hours' straight time, whichever is greater. The provisions of this Article shall not apply when such lack of work is due to labour dispute, fire, flood, explosion or storm, or due to machinery, equipment, power or other utility breakdown.

#### **ARTICLE 14 - EMERGENCY CALL-BACK PAY**

**14.01** An employee who has completed his regular shift and left the Company's premises and who is called back to perform work shall be entitled to a minimum of four (4) hours' pay at his straight time hourly rate or overtime rate for the actual number of hours worked, whichever is greater.

#### **ARTICLE 15 - INJURY ON THE JOB**

**15.01** An employee who is injured at work and who is unable to continue at his job shall be paid his regular wages for the balance of the shift on which such injury occurs.

#### **ARTICLE 16 - JURY & CROWN WITNESS DUTY**

**16.01** Each employee who is summoned to and reports for jury duty or crown witness duty, as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Company the difference between the employee's regular base rate exclusive of premiums for the number of hours up to eight (8) or ten (10), as the case may be, that he otherwise would have been scheduled to work and the daily jury duty fee paid by the court (not including travelling allowance or reimbursement of expenses). The Company's obligation to pay an employee for jury duty or crown witness duty under this section is limited to a maximum of seventy-five (75) days in any calendar year, and in order to receive payment under this section, an employee must meet all of the following eligibility requirements:

- (a) the employee shall have given twenty-four (24) hours' notice to the Company wherever possible that he has been summoned for jury duty or crown witness duty;
- (b) the employee shall furnish satisfactory evidence to the Plant Manager that he reported for and performed jury duty or crown witness duty on the days for which he claims payment;
- (c) the employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.

### **ARTICLE 17 - BEREAVEMENT**

**17.01** When death occurs in a seniority employee's immediate family, i.e., spouse, child or stepchild, parent or step-parent, brother or sister, grandparent, grandchild, parent of his/her current spouse, son-in-law or daughter-in-law, the employee, on request, will be excused with pay for a period not to exceed three (3) working days, or such fewer days as the employee may be absent, immediately following the date of death.

The Company further agrees to grant bereavement leave of one (1) day when a death occurs to the following other members of a seniority employee's family: brother-in-law or sister-in-law, half-brother, half-sister, step-brother, step-sister, grandparent of current spouse, provided the employee attends the funeral.

**17.02** Notwithstanding anything contained herein no employee shall receive pay for any day upon which the employee would not otherwise have worked except in the case of vacation or paid holiday.



## **ARTICLE 18 - TUITION FEES AND BOOK REFUND**

**18.01** In the event an employee wishes to enroll in a course of study which relates to his work within the Company or possible advancement within the Company, the employee shall present the details of such course to the Plant Manager. If the Plant Manager approves the course prior to the employee's commencement in the course, the employee shall be reimbursed the cost of tuition and books to a maximum amount of two hundred and fifty dollars (\$250.00) provided the employee successfully completes the course.

## **ARTICLE 19 - LUNCHROOM, WASHROOM AND FIRST AID**

**19.01** The Company shall continue its present practice of providing a proper lunchroom facility for all employees which includes vending machines, microwave ovens, softdrink machines and refrigerators. Employees shall treat the lunchroom with respect and shall deposit waste materials in bins provided. Employees shall also use proper care with the vending machines, microwave ovens and softdrink machines. The Company is prepared to provide first aid training for eight (8) people so there is at least one (1) person on each shift with first aid training.

**Note:** The Company wishes the cooperation of the Union in asking employees not to mark the washroom facilities with graffiti.

## **ARTICLE 20 - EDUCATION FUND**

**20.01** The Company agrees to pay into a special fund two cents (\$.02) per hour per employee for all hours worked for the purpose of providing paid education leave for members of the bargaining unit selected by the union to attend courses to upgrade skills in all aspects of trade union

functions. Payments will be made on a quarterly basis into a trust fund established by the National Union, C.A.W., effective from the date of ratification. Cheques should be made payable to:

C.A.W. Leadership Training Fund  
C.A.W. Family Education Centre  
R.R.#1  
Port Elgin, Ontario N0H 2C0

The Company further agrees that a member of the bargaining unit selected by the Union to attend such courses, upon reasonable notice, will be granted a leave of absence without pay for fifteen (15) days of class time, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. An employee on said leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 21 - BULLETIN BOARDS**

**21.01** The Company agrees to permit the Union to use the bulletin boards for the posting of notices of Union meetings or other matters of interest to the employees, but shall not include political material. All such notices must be signed by the proper officer of the Union and submitted to the Plant Manager for approval before being posted.

## **ARTICLE 22 - PAY DAY**

**22.01** Pay cheques shall be issued on Thursday, payable Thursday, after 1:00 p.m. In the event that a paid holiday falls on Friday, the pay day shall be the Wednesday preceding the holiday. The parties understand that in a week in which a holiday occurs or is observed on a Monday, the pay day will be on Friday of that week rather than on Thursday.

### **ARTICLE 23 - COPY OF AGREEMENT**

**23.01** The Company agrees to provide a copy of the Collective Agreement in booklet form to all employees.

**23.02** The Company will provide brochures which are provided to the Company by the insurance company outlining the benefit program.

### **ARTICLE 24 - NO STRIKES OR LOCKOUTS**

**24.01** Neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company and there shall be no sympathy strikes or secondary boycotts, and the Company agrees that it will not engage in any lockout during the term of this Agreement.

**24.02** Any employee who participates in any of the foregoing conduct shall be subject to discipline which may include discharge.

**24.03** The word "*strike*" and the word "*lockout*" shall be deemed to have the meaning given these words in the Ontario *Labour Relations Act*.

### **ARTICLE 25 - CLASSIFICATIONS AND WAGES**

**25.01** The Company will pay employees according to the wage and classification structure which shall be written into the Collective Agreement and form a part of the Collective Agreement.

### **ARTICLE 26 - PLANT CLOSURE**

**26.01** In the event the Company closes all or part of its Brantford factory and moves it to a new location in Ontario within a radius of one hundred and fifty (150) kilometres of the Brantford plant, resulting in the lay-off of Brantford seniority employees, such employees shall have rights as follows with respect to new jobs being created at the new location as a result of the Brantford closure:

- (1)** If the new location is in operation and is not a start-up facility:
  - (i)** if there is a Collective Agreement in operation or a Union which has been certified, such laid off Brantford employees shall have the right to such new jobs in accordance with their seniority, skill and ability, and shall retain their Brantford seniority provided this does not conflict with any Collective Agreement at the new location and provided the Union at such location agrees.
  - (ii)** if there is no Union or Collective Agreement at the new location, such laid off Brantford employees shall have first right to new jobs referred to above in accordance with their seniority, skill and ability, and shall retain their Brantford seniority.
- (2)** If the Brantford factory is being transferred to a vacant start-up facility where no union has successor rights, such laid off Brantford employees shall have first right to such new jobs in accordance with their seniority, skill and ability, and shall retain their Brantford seniority.

## **ARTICLE 27 - SEVERANCE PAY**

**27.01** In the event a seniority employee's employment is terminated within the meaning of the *Employment Standards Act* and its Regulations, but such employee is not entitled to severance pay under the *Employment Standards Act*, such employee will be entitled to severance pay under this Collective Agreement in the amount of one (1) week's pay (forty (40) hours' pay) at his regular straight time hourly rate of pay for each full year of completed service with the Company to a maximum of twenty-six (26) weeks' pay. In the case of a partially completed year of service the severance pay shall be prorated. An employee who elects to accept severance pay hereunder is deemed to have lost all seniority and employment and his name shall be removed from the seniority list. The benefit provided by this Article 2701 does not supplement the severance pay provided by the *Employment Standards Act* but applies only to an employee who does not qualify for severance pay under the *Employment Standards Act*.

## **ARTICLE 28 - HOURS OF WORK**

**28.01** The provisions of this Article 28 are not to be interpreted as a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor, subject to Article 28.02 and 28.03, as a guarantee of working schedules, but shall serve to assist the parties in the computation of regular pay and overtime pay.

**28.02** The regular work week on the day shift consists of eight (8) hours per day, five (5) days per week, Monday through Friday, with a twenty (20) minute paid lunch period. In the event the Company changes the current day shift hours of any employees, the Company will meet with the

Union prior to such change and advise the Union of the change and the reason therefor. The day shift hours will be scheduled to begin and end between the hours of 6:00 a.m. and 4:00 p.m.

**28.03** The regular work week on the afternoon shift consists of ten (10) hours per day, four (4) days per week, commencing Monday and ending Friday at 2:00 a.m., with a twenty (20) minute paid lunch period. In the event the Company changes the current afternoon shift hours of any employees, the Company will meet with the Union prior to such change and advise the Union of the change and the reason therefor. The afternoon shift hours will be scheduled to begin and end between the hours of 2:00 p.m. and 2:00 a.m.

**28.04** The regular work week on the night shift consists of eight (8) hours per day, five (5) days per week, Sunday night through Friday morning, with a twenty (20) minute paid lunch period. In the event the Company changes the shift hours from 11:00 p.m. to 7:00 a.m. the Company will meet with the Union prior to such change and advise the Union of the change and the reason therefor. The night shift hours will be scheduled to begin and end between the hours of 10:00 p.m. and 8:00 a.m.

**28.05** When an employee on the day shift leaves the plant before 12:45 p.m., or an employee on the afternoon shift leaves the plant before 9:15 p.m., the employee will not be paid for the lunch period.

## **ARTICLE 29 - PAID REST PERIOD**

**29.01** (a) The Company will provide an eight (8) hour shift with one (1) fifteen (15) minute rest period and a ten (10) hour shift with two (2) ten (10) minute rest periods. In the event of overtime rest periods shall be provided in accordance with the current practice as follows:

**8-Hour Shift**

- if one and one-half (1-1/2) hours of overtime are to be worked continuous with the end of the shift, there shall be a ten (10) minute rest period
- if three (3) hours of overtime are to be worked continuous with the end of the shift, there shall be a fifteen (15) minute rest period
- if four (4) hours of overtime are to be worked continuous with the end of the shift, there shall be two (2) ten (10) minute rest periods
- if five (5) hours of overtime are to be worked continuous with the end of the shift, there shall be a ten (10) minute rest period and a twenty (20) minute lunch period

**10-Hour Shift**

- if one and one-half (1-1/2) hours of overtime are to be worked continuous with the end of the shift, there shall be a ten (10) minute rest period
- if three (3) hours of overtime are to be worked continuous with the end of the shift, there shall be a ten (10) minute rest period and a twenty (20) minute lunch period

(b) The following shall apply for overtime not continuous with the end of an employee's previous shift:

- if the employee works more than three (3) and up to five (5) hours of such overtime, the employee shall receive one (1) fifteen (15) minute paid break;
- if the employee works more than five (5) hours of such overtime, the employee shall receive one (1) fifteen (15) minute paid break together with a paid twenty (20) minute lunch period.

### **ARTICLE 30 - CLEAN-UP**

**30.01** A buzzer will sound five (5) minutes before the end of the shift. When this five-minute buzzer sounds, an employee shall clean up his work area, fill out production tickets and then may wash up. No employee shall stop production work before the five (5) minute buzzer sounds.

In addition to the foregoing, an employee of the Fitting Department will be allowed a five (5) minute wash-up period immediately before his lunch period.

### **ARTICLE 31 - OVERTIME ALLOCATION**

**31.01** When overtime is required to be performed by employees in a department or operation the Company will endeavour as far as practicable to equitably allocate the overtime among qualified employees who presently and normally perform the major or dominant portion of the work required in the area. Employees who are absent from work for any reason shall be considered not available for the allocation of such overtime and shall not be entitled to be called in. When, upon the request of the employee, the Company excuses an employee from overtime work allocated to him, the employee will be considered to have worked for the purpose of this Article 31. In the event the Company overlooks an entitled employee in making an overtime assignment such employee shall be entitled to preference in a future overtime assignment or assignments in order to enable him to make up the lost overtime opportunity except where the Company awards the overtime to an employee in a classification that does not normally perform the major or dominant portion of the work required.

The Supervisor will make records for his department or area showing overtime hours:

- (a) worked;
- (b) offered and declined;



(c) scheduled to be worked but the employee has failed to report and work such hours.

Such records will be made available to an employee or the Union Representative on request.

If an employee moves from one classification to another classification, the employee will be credited with overtime hours for the purposes of overtime allocation equal to the average for that new classification.

**31.02** Subject to Article 31.01, an employee who normally works in a classification other than Hose Assembly will be eligible to work overtime in the Hose Assembly classification when there is overtime work in that classification that the employee has the skills and ability to perform and there are an insufficient number of qualified volunteers in the Hose Assembly classification to perform that work. However, an employee normally working in a classification other than Hose Assembly shall not be eligible to perform overtime work in the Hose Assembly classification when there is overtime work available in his own classification and there are an insufficient number of qualified volunteers to perform that work, unless the Company considers that the overtime work in Hose Assembly should take precedence over the overtime work in the employee's own classification. When an employee who normally works in a classification other than Hose Assembly works overtime in the Hose Assembly classification, his base rate shall be that of the Hose Assembly classification, rather than his own rate.

## **ARTICLE 32 - OVERTIME PAY**

**32.01** (a) Time and one-half ( $1\frac{1}{2}$ ) the employee's regular straight time hourly rate will be paid for hours worked in excess of eight (8) or ten (10) hours worked in the day, depending upon shift, or forty (40) hours worked in the week. An excused absence from regular work hours Monday

through Friday will be counted as time worked for determining if forty (40) straight time hours have been worked in the week.

In no case will there be a duplication or pyramiding of daily and weekly overtime or any other premium compensation.

(b) All work performed on Sunday will be paid for at the rate of two (2) times the employee's regular straight time hourly rate of pay.

(c) All work performed on a paid holiday will be paid at the rate of two (2) times the employee's regular straight time hourly rate of pay for all hours worked on such holiday, together with holiday pay, if the employee otherwise qualifies.

(d) The parties hereto recognize and agree that overtime work may be necessary in order to meet the requirements of the Company's customers. Overtime will be on an individual voluntary basis. However, it is agreed that:

- (i) employees will co-operate with the Company in working overtime,  
and
- (ii) there will be no concerted or widespread refusal against working overtime.

(e) **Supper Allowance** - There shall be a ten dollar (\$10.00) supper allowance payable after twelve (12) hours of continuous work in a day.

### **ARTICLE 33 - UNION REPRESENTATION**

**33.01** The Company acknowledges the right of the Union to appoint or otherwise select Plant Committeepersons in accordance with this Article 33, for the purpose of representing

employees in the handling of complaints and grievances. In order for an employee to be eligible to be a Plant Committeeperson the employee must have successfully completed his probationary period.

**33.02** The Company agrees to recognize six (6) Plant Committeepersons. One of these Committeepersons may be designated as Plant Committee Chairperson. A Committeeperson must be elected or appointed from the zone he represents. Zones are designated as follows:

**Zone 1** Day Shift - Power Steering, Nissan, Sub-Assembly and Warehouse

**Zone 2** Day Shift - Brake Hose, Motorcycle, Cami & Final Inspection

**Zone 3** Day Shift - Hose Cutting & Fittings, Quality Control and Maintenance

**Zone 4** Afternoon Shift - Power Steering, Nissan, Sub-Assembly and Warehouse

**Zone 5** Afternoon Shift - Brake Hose, Motorcycle, Cami & Final Inspection

**Zone 6** Afternoon Shift - Hose Cutting & Fittings, Quality Control and Maintenance

If the Company establishes a night shift, there shall be a Zone 7 Committeeperson, i.e., the Night Shift Committeeperson. If the night shift exceeds forty (40) employees, there shall be one (1) additional night shift representative.

If, during his term of office, the Committeeperson transfers out of such zone, he is entitled to continue to represent the zone for which he was elected until the next election.

If a Committeeperson is going to be out of the plant for one (1) day or more, an alternate Committeeperson from his zone may act in his absence, provided the Union has given the Company advance written notice of the name of such alternative Committeeperson.

**33.03** The Company agrees to recognize four (4) members of the Plant Committee plus the Plant Chairperson as the Negotiating Committee for the purpose of negotiating the renewal of this Agreement.

**33.04** The Union shall notify the Company in writing of the names of the Plant Committeepersons and Plant Committee Chairperson, the effective dates of their appointments and the names of any Committeepersons they are replacing. The Company shall not be required to recognize any Plant Committeeperson or Plant Committee Chairperson not so named.

**33.05** The primary obligation of the Plant Committeepersons is to perform their regular work for the Company; accordingly, no Plant Committeeperson shall leave his work to administer this Agreement without requesting and obtaining the permission of his supervisor. When returning to his regular duties he will report to his supervisor and advise the supervisor of the nature of the matter he was dealing with during his absence, if requested. The Company agrees to not unreasonably withhold such permission and the Union agrees to keep the time spent to the minimum necessary. The jurisdiction of a Plant Committeeperson is limited to the department or group of departments he represents. In the application of this Article, a Committeeperson may only be delayed for up to one (1) hour, if necessary, for production requirements.

**33.06** The Company agrees that Plant Committeepersons and stewards shall not suffer loss of pay for time spent in the processing of grievances during the Plant Committeepersons' working hours. The Company agrees that Plant Committeepersons shall not suffer loss of pay for time spent in the grievance procedure or for attending a meeting called by the Company, during the Plant Committeeperson's regular working hours.

The provisions of this Article 33.06 shall not apply to arbitration or time spent meeting with the Company for the purpose of negotiations.

**33.07** The Union shall keep the Company furnished with an updated list of the current Union representatives.

#### **ARTICLE 34 - UNION FACILITIES**

**34.01** The Company agrees to provide an office for Union Representatives to perform their duties under this Agreement. The Company will continue to provide the Union with a filing cabinet. The Company will also continue to provide the Union with access to a telephone for Union business provided there is no abuse. The Union agrees that the office will not be used for sitting around but will be used expeditiously for Union business. Union Representatives will not use the office during their shift hours without the express permission of their immediate Supervisor.

#### **ARTICLE 35 - WORK BY NON-BARGAINING UNIT EMPLOYEES**

**35.01** Non-bargaining unit employees of the Company will not normally perform "*bargaining unit work*" except:

- (a) for purposes of instruction, training, experimentation, investigating an operation, or development;
- (b) when employees are absent;
- (c) for making adjustments to machines, or when production or equipment problems or difficulties are encountered, or in the case of new or changed equipment start-up.

When a supervisor is going to perform bargaining unit work pursuant to the provisions hereof, the supervisor will inform the Union Committeeperson of the reason. The Union agrees that this clause will be applied with a reasonable degree of flexibility. The parties agree to meet as necessary to discuss alleged abuses of this Article with a view to attempting to resolve them.

### **ARTICLE 36 - TRANSFERS - NON BARGAINING UNIT POSITIONS**

**36.01** Employees who are or have been appointed or selected for a supervisory position or for any other position not subject to the provisions of this Agreement will not be covered by the provisions of this Agreement. However, a non-bargaining unit employee of the Company who had previously been a bargaining unit employee and who is transferred back into the bargaining unit shall be credited with all length of service accumulated in the bargaining unit plus up to one (1) year's seniority for time worked outside the bargaining unit. If it is necessary for such person to displace another employee in the bargaining unit, he will displace the most junior employee in the bargaining unit for whose job he has the seniority and ability.

### **ARTICLE 37- NEW MACHINERY AND EQUIPMENT**

**37.01** In the event of the introduction of new machinery or equipment which is likely to have a major impact upon employees of the Company the Company will give the Union notice thereof and will discuss with the Union the implications of such new technology including ways of helping employees adjust to the change which it occasions.

### **ARTICLE 38 - NEW JOB**

**38.01** When the Company establishes a new job classification coming within the scope of this Agreement the Company will notify the Plant Chairperson of the rate established for such new job. Upon request the Company will meet with the Plant Committee and discuss the basis upon which such rate has been established. If there is no agreement with respect to such rate a Union policy grievance may be filed. The arbitrator shall have Industrial Engineering background and shall have authority to determine what the rate shall be but in doing so shall be governed by the relative value of the other classifications covered by this Agreement.

### **ARTICLE 39 - EQUIPMENT AND TOOLS**

**39.01** Except for special tools currently supplied by the Company, a skilled tradesperson is expected to provide proper tools and equipment in order to perform the job. The Company will continue its current practice of replacing such tools when they are broken or worn out on the job.

To ensure that the tradesperson obtains proper tools the Company will consult with him on the purchase of such tools and will reimburse such seniority tradesperson the cost of tools purchased to a maximum of two hundred and thirty-five dollars (\$235.00) once each December, provided the tools purchased are in accordance with the recommendations made by the Company. The seniority tradesperson shall provide the Company with receipts when claiming reimbursement. If the employee leaves the Company's employ by quitting, he shall receive no reimbursement.

**39.02** The Company will consult with the facilities maintenance person on the purchase of tools and will reimburse such facilities maintenance person the cost of tools purchased to a maximum of one hundred dollars (\$100.00) every year at December, provided the tools purchased are in

accordance with the recommendations made by the Company. The facilities maintenance person shall provide the Company with receipts when claiming reimbursement. If the employee leaves the Company's employ by quitting, he shall receive no reimbursement.

## **ARTICLE 40 - PROTECTIVE CLOTHING**

**40.01** The Company's present practice is as follows:

- (i) The Company provides to each employee a Company uniform which must be worn by the employee at all times during his/her working hours.
- (ii) When hired, a probationary employee is provided with two (2) shirts. Upon completion of the probationary period the employee receives three (3) additional shirts and five (5) pair of trousers. Each year, an employee may elect to receive a maximum of one (1) Company sweatshirt in lieu of one (1) regular shirt. Employees may wear the sweatshirt at work over the Company shirt, at their own discretion, unless the Company states otherwise.
- (iii) As an exception to the foregoing paragraph, a Fitting Department employee can elect full coveralls.
- (iv) Upon completion of one (1) year's continuous employment one (1) new uniform will be issued and there shall be one (1) new uniform issued annually thereafter.
- (v) The employee is responsible for laundering and maintenance of the uniforms.
- (vi) At the termination of employment the employee must return all uniforms to the Company. The Company has the right to withhold the employee's last pay until all uniforms are returned.



- (vii) If the uniform is damaged or soiled so that, in the opinion of the Company, it cannot be worn, the Company may at its discretion replace the uniform with a new uniform upon the employee delivering the soiled or damaged uniform to the Company.
- (viii) The parties hereto agree that the foregoing shall be continued during the life of this Agreement.

**40.02            Safety Shoes**

The Company will reimburse an active seniority employee who has at least one (1) year of seniority up to eighty-five dollars (\$85.00) once per calendar year towards the cost of safety shoes upon the employee providing the Company with a bona fide receipt.

In the case of a Skilled Tradesperson or a Fitting Department employee who has at least one (1) year of seniority such reimbursement shall be eighty-seven dollars (\$87.00) once each six (6) months.

In Year Two of the Collective Agreement, the above safety shoe reimbursement will be increased to eighty-seven dollars (\$87.00) for all employees other than a Skilled Tradesperson or the Fitting Department employees, and to eighty-nine dollars (\$89.00) for a Skilled Tradesperson or Fitting Department employee.

In Year Three of the Collective Agreement, the above safety shoe reimbursement will be increased to eighty-nine dollars (\$89.00) for all employees other than a Skilled Tradesperson or the Fitting Department employees, and to ninety-one dollars (\$91.00) for a Skilled Tradesperson or Fitting Department employees.

**40.03            Safety Glasses**

Each employee who is required to wear safety glasses will be provided with his/her own safety glasses.

### **Prescription Safety Glasses**

The Company agrees to pay for lenses and replacement lenses when approved by the Company to a maximum of one hundred and thirty dollars (\$130.00) every two (2) years. The Company will also provide regular safety glasses frames to the employee.

- In Year 2 of this Agreement - one hundred and thirty-five dollars (\$135.00);
- In Year 3 of this Agreement - one hundred and forty dollars (\$140.00).

Replacement can be more often than once every two (2) years, but not more than once per year, if required by a change in prescription.

### **ARTICLE 41 - NEW EMPLOYEE ORIENTATION**

**41.01** The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. New employees shall be advised of the name and location of his or her Union Representative. The Company and the Union Representative will interview each new employee, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for purposes of acquainting the new employee with the terms and conditions of employment and the employee's responsibilities and obligations under this Collective Agreement.

### **ARTICLE 42 - ADMINISTRATION OF DISCIPLINE**

**42.01** (a) When the Company is conducting an investigation into circumstances which may lead to discipline or discharge it is the duty of employees covered by this Collective Agreement to be cooperative with and assist the Company in the conduct of such investigation.

(b) When a seniority employee is called to a meeting at which such employee is to receive a written warning or be suspended or discharged the Company will notify the Plant Chairperson or, in his or her absence, a Committeeperson, and such Union Representative shall, at the option of the employee, be present.

**42.02** A copy of the written disciplinary notation or letter will be given to the Chairperson or Committeeperson.

**42.03** The Company has the right to discipline or discharge a seniority employee for just cause. The following disciplinary procedure will normally be followed; however, it may be varied where appropriate:

1st offence - verbal warning to be confirmed by a written notation in the employee's file

2nd offence - written warning to the employee with a copy to be filed

3rd offence - suspension

4th offence - subject to termination

Serious infractions can lead to immediate suspension or dismissal without following the sequence set out above.

**42.04** If an employee has achieved a period of thirty-six (36) months of continuous active employment without incurring any discipline, the Company will erase from such employee's disciplinary record all discipline prior to the commencement of such thirty-six (36) month period.

The term "*continuous active employment*" means that time off the job for any leave of absence, lay-off or disability, whether work related or not, shall not be counted in the thirty-six (36) month period.

### **ARTICLE 43 - HEALTH AND SAFETY**

**43.01** The Union agrees to cooperate with the Management of the Company in its endeavours toward improving working conditions by such means as education of employees on safe working habits, increasing safety and health of its employees.

**43.02** The Safety Committee will be composed of eight (8) persons, four (4) appointed by the Union and four (4) appointed by the Company. This Committee will appoint one (1) of its members as Chairperson. The Committee will meet every month. Safety Committee members shall be paid in accordance with Section 8(2) of the *Occupational Health and Safety Act*. The Company agrees that the Safety Committee shall conduct a plant tour every month immediately before the Safety Committee meeting which is scheduled for such month.

### **ARTICLE 44 - NATIONAL DAY OF MOURNING**

**44.01** The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

### **ARTICLE 45 - DESIGNATED HOLIDAYS**

**45.01** A seniority employee will receive holiday pay for time lost from work in observance of the following designated holidays provided he meets the eligibility requirements set forth in Article 45.02(a) hereof. Such employee shall receive holiday pay at his regular straight time rate of pay for the number of hours for which he would normally have been scheduled had it not been for the holiday.

The designated holidays are:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Four (4) Floaters (in the Christmas-New Year's period)

**45.02** (a) In order to be eligible for payment for a designated holiday listed in Article 45.01, the employee must work the last full scheduled shift immediately before such holiday and the first full scheduled shift immediately after such holiday.

(b) An employee who fails to meet the eligibility requirements set out in Article 45.02(a) will receive holiday pay if the reason for such failure is one of the following:

- (i) the employee was on lay-off, provided the lay-off was not more than one (1) week's duration, or in the case of the Christmas period, not more than two (2) weeks' duration;
- (ii) in the case of a bona fide verified sickness or accident, fully acceptable to the Company;
- (iii) the employee was absent as a result of a leave of absence granted pursuant to Article 11.01 or 11.03 of this Collective Agreement provided such leave of absence is for not longer than one (1) week;
- (iv) the employee was on bereavement leave, jury duty or on vacation provided the employee worked the full last day before and the full first day after the foregoing.

Notwithstanding the foregoing, an employee shall not receive holiday pay for any day upon which he was not working but received other money pursuant to this Agreement except in the case of Article 45.03.

**45.03** When any of the holidays provided for in this Article are observed during an employee's scheduled vacation period he shall receive holiday pay as provided for if he is eligible for such payment in accordance with the provisions hereof and shall be granted an additional day off.

## **ARTICLE 46 - VACATIONS**

**46.01** For the purpose of this Article, June 30th of each year is the qualifying date for determining vacation entitlement. Vacation payment is calculated as a percentage of earnings exclusive of vacation pay accumulated over the twelve (12) month period commencing July 1st of the previous calendar year through to June 30th of the current calendar year.

**46.02** (a) Employees with less than one (1) year of continuous service as of June 30th will be entitled to one (1) day of vacation for each completed month of service to a maximum of eighty (80) hours and to vacation pay equal to four percent (4%) of his earnings exclusive of previous vacation pay.

(b) Employees with one (1) year of continuous service, but less than five (5) full years of continuous service as of June 30th, will receive two (2) weeks vacation with pay equal to four percent (4%) of his gross earnings exclusive of vacation pay in the twelve (12) month period ending June 30th.

(c) Employees with five (5) full years of continuous service, but less than twelve (12) full years of continuous service as of June 30th, will receive three (3) weeks vacation with pay equal to six percent (6%) of his gross earnings exclusive of vacation pay in the twelve (12) month period ending June 30th.

(d) Employees with twelve (12) full years or more of continuous service as of June 30th, will receive four (4) weeks vacation with pay equal to eight percent (8%) of his gross earnings exclusive of vacation pay in the twelve (12) month period ending June 30th.

(e) An employee will be allowed to take a maximum of four (4), one-half (~~1~~) day increments of his vacation entitlement in each vacation year. There shall be no carryover from one year to the next.

**46.03** When the annual plant shutdown occurs during July-August, all employees shall take their vacation during the annual plant shutdown unless otherwise advised by the Company. Vacations are not accumulative and must be taken within the twelve (12) month period from July 1 of the current year to June 30 of the following year. Employees will receive their vacation pay on or before June 30. The Company agrees to notify employees of the summer plant shutdown on or before March 1 of the current year.

For weeks of vacation not covered by vacation shutdown, employees shall file their request by the end of March. The Company will post the vacation schedule by the end of April. Where there is overlapping of dates requested pursuant to this clause by employees in the same area or classification, the senior employee will be given preference.

The Company agrees that in the case whereby an employee does not want to receive his or her vacation pay on June 30th, the employee shall advise the Company prior to June 1st and shall sign the vacation pay cheque. The Company will then obtain the monies to be held In Trust and pay the monies to the employees on Fridays provided the Company is given one (1) week's notice in writing by the employee. There shall be no interest payable on the vacation monies held by the Company.

## **ARTICLE 47 - EMPLOYEE GROUP INSURANCE PLAN**

**47.01** Notwithstanding anything to the contrary contained in this Agreement, or in the Group Insurance Plan, with regard to the coverage provided, such benefits and plans are qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract of insurance issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions. The decision of the insurer or governmental agency involved will be final and binding upon the parties hereto and upon any employee affected thereby. Copies of policies and contracts of insurance referred to herein will be given to the Union.

**47.02** The Company's only obligation hereunder is to obtain a group insurance plan and pay the premiums on such insurance plan on behalf of seniority employees who are actively at work, to provide the benefits referred to hereunder, and the Company shall not be deemed or held to be an insurer.

- (a) Life Insurance and Accidental Death and Dismemberment - Term Insurance to Age 65:** Year One - \$24,000.00; Year Two - \$27,000.00; Year Three - \$29,000.00.
- (b) Weekly Indemnity:** Weekly Indemnity on the basis of 1st day of accident, 1st day of hospitalization, 1st day of out-patient surgery, 4th day of sickness, for twenty-six (26) weeks, to provide 66.67% of the employee's basic earnings to the U.I.C. maximum. The Company will top up U.I. maximum for the Skilled Trades and Fitting Team Leader classification to 66.67% of the employee's basic earnings.



- (c) **Long-Term Disability:** 66.67% of the employee's basic monthly earnings to a maximum of \$4,000.00 per month. Payments commence following the 26-week waiting period. Payments cease at age 65.
- (d) **Health Guard Insurance:** 100% of all covered expenses as set out in contract of insurance.
- (e) **Dental Plan:** Blue Cross No. 7 or comparable - premiums to be paid by the Company with an 80/20 co-insurance - in accordance with the following:

In Year One of the Collective Agreement - 1997 O.D.A. Schedule.

In Year Two of the Collective Agreement - 1998 O.D.A. Schedule.

In Year Three of the Collective Agreement - 1999 O.D.A. Schedule.

**Orthodontics:** 50-50 co-insurance to age 19 with the following lifetime maximum:

Year One - \$1,100.00

Year Two - \$1,200.00

Year Three - \$1,300.00

**Major Restorative:** 50-50 co-insurance with annual maximum reimbursements of:

Year One - \$ 500.00

Year Two - \$ 750.00

Year Three - \$ 750.00

- (f) **Vision Care:** In Year One of the Collective Agreement - \$135.00 maximum every two (2) years.  

In Year Two of the Collective Agreement - \$145.00 maximum every two (2) years.

In Year Three of the Collective Agreement - \$150.00 maximum every two (2) years.

Replacement can be more often than once every two (2) years, but not more than once per year, if required by a change in prescription.

**47.03 (a) Group Registered Retirement Savings Plan**

The Company and Union agree that the Company and employees will continue to contribute to the Group Registered Retirement Savings Plan on the following basis to the maximum amounts set out:

	<b>Employee Contribution</b>	<b>Company Contribution</b>
Year One	\$712.50	\$ 950.00
Year Two	\$750.00	\$1,000.00
Year Three	\$787.50	\$1,050.00

**(b) C.W.I.P.P.**

Effective Year One, the Company will contribute an additional eight cents (8¢) per hour worked by each employee to bring the total amount contributed by the Company to the C.W.I.P.P. to eighteen cents (18¢) per hour worked.

Effective Year Two, the Company will contribute an additional seven cents (7¢) per hour worked by each employee to bring the total amount contributed by the Company to the C.W.I.P.P. to twenty-five cents (25¢) per hour worked.

Effective Year Three, the Company will contribute an additional five cents (5¢) per hour worked by each employee to bring the total amount contributed by the Company to the C.W.I.P.P. to thirty cents (30¢) per hour worked.

**47.04** The premiums for the benefits in Article 47.02(a), (b), (c), (d), (e) and (f) shall be paid by the Company on behalf of seniority employees who are actively working for the Company. For employees who are not actively working such premiums shall be paid in accordance with the following:

- (a) in the case of lay-off - for the month of lay-off and the month following the month in which such lay-off commences;
- (b) for an employee on Weekly Indemnity - for the length of the disability or until the Weekly Indemnity expires, whichever is first;
- (c) Long-Term Disability - for a maximum of eighteen (18) months;
- (d) on Workers' Compensation - for a period of one (1) year from the date the disability commences.

#### **ARTICLE 48 - DURATION**

**48.01** This Agreement shall become effective on the 20th day of April, 1998, and shall remain in full force and effect and shall not be reopenable, save and except as otherwise herein expressly provided, until midnight, the 5th day of April, 2001, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing as provided for in Article 48.02 hereof of its desire to negotiate amendments to this Agreement.

**48.02** Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the 5th day of April, 2001, or during similar annual periods thereafter. If notice of desire to amend this Agreement

is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiation.

**EXECUTED AT BRANTFORD, ONTARIO AS OF THE 20TH DAY OF APRIL, 1998.**

**THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA)  
and its LOCAL 397**  
\_\_\_\_\_

**NICHIRIN INC.,  
Brantford, Ontario**  
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**SCHEDULE "A-1"**  
**JOB CLASSIFICATIONS AND WAGES**  
**Effective April 6, 1998**

<b><u>Classification</u></b>	<b><u>Start Rate</u></b>	<b><u>After 90 Day</u></b>	<b><u>After</u></b>	<b><u>After</u></b>
	<b><u>Per Hour</u></b>	<b><u>Probation</u></b>	<b><u>6 Mos.</u></b>	<b><u>1 Year</u></b>
Hose Assembly Operator	\$12.00	\$12.57	\$13.15	\$13.72
Fitting Production Set-Up and Operate	\$13.00	\$13.59	\$14.19	\$14.79
Material Handler	\$12.13	\$12.74	\$13.34	\$13.94
Facilities Maintenance	\$12.53	\$13.14	\$13.74	\$14.34
Q.C. Technician	\$12.97	\$13.57	\$14.18	\$14.79
Team Leader Fitting	--	--	--	\$16.56
Skilled Trades including Millwright, Electrician etc.	\$19.46	\$22.56	\$22.56	\$22.56
Team Leader Skilled Trades	--	--	--	\$23.99
Skilled Trades Apprentice - % of Journeyman Rate:			Period 1 - 60%	
			Period 2 - 70%	
			Period 3 - 80%	
			Period 4 - 90%	

**Group Leaders**

The Company may select employees from within their department to be Group Leaders. Such selection shall be subject to the job posting procedure and will be made upon a consideration of the employee's leadership ability and communication skills. In addition to their regular duties, Group Leaders may direct activities, assist, be responsible for materials in process or act as leaders of other employees. A Group Leader shall not have authority to hire, discharge or discipline other employees. The Company may in its discretion discontinue an employee as a Group Leader. An employee who ceases to be a Group Leader shall return to his former classification and rate within his department in keeping with his seniority and qualifications. A Group Leader shall receive ninety cents (90¢) per hour above his own rate or the highest-rated wage group he leads, whichever is higher.

**SCHEDULE "A-2"**  
**JOB CLASSIFICATIONS AND WAGES**  
**Effective April 6, 1999**

<b><u>Classification</u></b>	<b><u>Start Rate</u></b>	<b><u>After 90 Day</u></b>	<b><u>After</u></b>	<b><u>After</u></b>
	<b><u>Per Hour</u></b>	<b><u>Probation</u></b>	<b><u>6 Mos.</u></b>	<b><u>1 Year</u></b>
Hose Assembly Operator	\$12.40	\$12.97	\$13.55	\$14.12
Fitting Production Set-Up and Operate	\$13.40	\$13.99	\$14.59	\$15.19
Material Handler	\$12.53	\$13.14	\$13.74	\$14.34
Facilities Maintenance	\$12.93	\$13.54	\$14.14	\$14.74
Q.C. Technician	\$13.37	\$13.97	\$14.58	\$15.19
Team Leader Fitting	--	--	--	\$16.96
Skilled Trades including Millwright, Electrician etc.	\$19.86	\$22.96	\$22.96	\$22.96
Team Leader Skilled Trades	--	--	--	\$24.39
Skilled Trades Apprentice - % of Journeyman Rate:			Period 1 - 60%	
			Period 2 - 70%	
			Period 3 - 80%	
			Period 4 - 90%	

**Group Leaders**

The Company may select employees from within their department to be Group Leaders. Such selection shall be subject to the job posting procedure and will be made upon a consideration of the employee's leadership ability and communication skills. In addition to their regular duties, Group Leaders may direct activities, assist, be responsible for materials in process or act as leaders of other employees. A Group Leader shall not have authority to hire, discharge or discipline other employees. The Company may in its discretion discontinue an employee as a Group Leader. An employee who ceases to be a Group Leader shall return to his former classification and rate within his department in keeping with his seniority and qualifications. A Group Leader shall receive ninety cents (90¢) per hour above his own rate or the highest-rated wage group he leads, whichever is higher.

**SCHEDULE "A-3"**  
**JOB CLASSIFICATIONS AND WAGES**  
**Effective April 6, 2000**

<b><u>Classification</u></b>	<b><u>Start Rate</u></b>	<b><u>After 90 Day</u></b>	<b><u>After</u></b>	<b><u>After</u></b>
	<b><u>Per Hour</u></b>	<b><u>Probation</u></b>	<b><u>6 Mos.</u></b>	<b><u>1 Year</u></b>
Hose Assembly Operator	\$12.80	\$13.37	\$13.95	\$14.52
Fitting Production Set-Up and Operate	\$13.80	\$14.39	\$14.99	\$15.59
Material Handler	\$12.93	\$13.54	\$14.14	\$14.74
Facilities Maintenance	\$13.33	\$13.94	\$14.54	\$15.14
Q.C. Technician	\$13.77	\$14.37	\$14.98	\$15.59
Team Leader Fitting	--	--	--	\$17.36
Skilled Trades including Millwright, Electrician etc.	\$20.26	\$23.36	\$23.36	\$23.36
Team Leader Skilled Trades	--	--	--	\$24.79
Skilled Trades Apprentice - % of Journeyman Rate:			Period 1 - 60%	
			Period 2 - 70%	
			Period 3 - 80%	
			Period 4 - 90%	

**Group Leaders**

The Company may select employees from within their department to be Group Leaders. Such selection shall be subject to the job posting procedure and will be made upon a consideration of the employee's leadership ability and communication skills. In addition to their regular duties, Group Leaders may direct activities, assist, be responsible for materials in process or act as leaders of other employees. A Group Leader shall not have authority to hire, discharge or discipline other employees. The Company may in its discretion discontinue an employee as a Group Leader. An employee who ceases to be a Group Leader shall return to his former classification and rate within his department in keeping with his seniority and qualifications. A Group Leader shall receive ninety cents (90¢) per hour above his own rate or the highest-rated wage group he leads, whichever is higher.



## LETTER OF UNDERSTANDING

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
887 Langs Drive, Unit #11  
Cambridge, Ontario  
N3H 5K4**

**Attention: Mr. Terry Smithers, Union Chairperson**

Dear Terry:

**Re: Use of Summer Students**

It is Nichirin Inc.'s intention to utilize students to assist with production requirements over the summer months when a large majority of Nichirin Inc. seniority employees observe their vacation time.

In our negotiations we have agreed upon the following criteria for summer students:

- Children of employees of Nichirin Inc. are to be given preference over outside applicants. Interviews will be held to determine that applicant is mature and suitable for assembly type work. Those interested must complete a Nichirin Inc. Student Employment Application Form (available in rack by first aid room) and attach a resume. Applications must be submitted directly to the Human Resources office no later than May 1 of the year in question. Applicants must be 18 years of age or older as of June 1 of the year in question and have a minimum grade 11 education.
- Student rate of pay is \$11.00 per hour worked. Vacation pay of 4% will be paid out at the end of the summer temporary employment term as is consistent with employment standards. There will be no entitlement to statutory holiday pay for statutory holidays falling within the duration of the temporary employment term. Students will be paid shift premium and overtime premium where applicable.
- Summer student employment term will not exceed 89 calendar days.
- Union initiation fee and dues - summer students are not obligated to pay the initiation fee or union dues as per the details provided in C.A.W. Local 397 fax dated March 6, 1997 provided the duration of the temporary employment arrangement does not exceed 90 calendar days.
- A maximum of 15 students can be hired by the Company pursuant to this letter. If required, such number may be increased with the agreement of the Union.

- Students will be required to provide their own safety shoes. Nichirin Inc. will provide each student with 2 Nichirin shirts to be returned following their employment term.
- All students will be required to follow plant rules and maintain regular attendance. Students will be issued a copy of the Nichirin Inc. Hourly Employee Handbook.
- All students will be required to submit weekly paycards.
- When overtime is required, regular seniority employees who have the necessary skill and ability to do the work will be offered overtime opportunities before summer students are offered such overtime.

Yours truly,

NICHIRIN INC.

Frank Johnson  
Executive Vice President

**UNDERSTOOD AND AGREED THIS 20TH DAY OF APRIL, 1998.**

National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)

Per:

ES000601.NCH  
06/05/98

## LETTER OF UNDERSTANDING

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
887 Langs Drive, Unit #11  
Cambridge, Ontario  
N3H 5K4**

**Attention: Mr. Dan Webster, National Representative**

Dear Dan:

This letter will confirm agreement reached between the Company and the Union during negotiations with respect to the following matters:

**(1) Leave of Absence**

When a seniority employee is sentenced to jail for an offence committed contrary to the **Highway Traffic Act** of Ontario, the Company will grant to such employee a leave of absence, once only during his employment, for up to thirty (30) calendar days. Such leave of absence shall not apply with respect to offences committed contrary to any other statute.

**(2) Disability Call-In**

An employee who is off work for an extended period due to sickness or accident shall call in and report on the status of his/her disability as follows:

- (a)** Short-Term Disability - once per week until a firm return to work date is furnished to the Company in writing by the employee or the physician
- (b)** Long-Term Disability - once per month until the employee provides the Company with written notice that he/she will not be returning to work.

An employee who is off work due to sickness or accident, the approximate duration of which is not known or which is not expected to be for an extended period of time, shall call in daily and report on his/her status in order to enable the Company to plan its staffing requirements.

**(3) Use of Temporary Workers**

It is not the Company's desire to use temporary workers ("temps") from an agency in the plant. However, when it is necessary to do so in cases of absenteeism or unforeseen circumstances, the following will apply:

- (i)** Temps will not be used until seniority employees on lay-off possessing the skill and ability to do the work required have been offered the work;
- (ii)** Overtime will not be given to temps until offered to bargaining unit employees who are at work who have the skill and ability to perform the work.

(4) **Group Leader Duties**

Group leaders will not discipline or discharge bargaining unit employees nor assign overtime to them. These functions will be performed by non-bargaining unit supervisory personnel.

(5) **No Rotation**

During the term of operation of this Collective Agreement the Company will continue its current practice of non-rotation of employees between shifts.

Yours truly,

NICHIRIN INC.

Frank Johnson  
Vice President

**UNDERSTOOD AND AGREED THIS 20TH DAY OF APRIL, 1998.**

National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)

Per:

ES000701.NCH  
05/07/98