

COLLECTIVE AGREEMENT

HYPERNETICS,  
A DIVISION OF  
PLAINTREE SYSTEMS INC

AND

LOCAL LODGE 1542  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS

APRIL 1, 2015 – MARCH 31, 2020

**COLLECTIVE AGREEMENT**

**BETWEEN:**           **HYPERNETICS, A DIVISION OF PLAINTREE SYSTEMS INC.**  
**Hereinafter referred to as the “Company”**

**AND:**               **THE INTERNATIONAL ASSOCIATION OF MACHINISTS**  
**AND AEROSPACE WORKERS and its Local Lodge 1542**

**Effective April 1, 2015**

• **PURPOSE:**

The general purpose of this agreement is to establish and maintain mutually satisfactory terms of employment, hours of work, wages and other working conditions.

• **RECOGNITION:**

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all its employees employed in the Town of Arnprior, in The County of Renfrew, save and except foremen, those above the rank of foremen, office and sales staff in accordance with certification issued by the Ontario Labour Relations Board, December 16, 1980.

- **NO DISCRIMINATION:**

Both parties to this agreement agree that there shall be no discrimination, intimidation or coercion practised against any employee because of race, creed, colour, nationality, ancestry, place of origin, age, sex or marital status, in accordance with the Ontario Human Rights Code.

- **COMPLAINT AND GRIEVANCE PROCEDURE:**

a) Any employee, who feels he or she has been treated unfairly or that any of their rights under this collective agreement have been violated, may lodge a complaint with their immediate manager. If such complaint has not been settled to the satisfaction of the complaining employee within twenty-four (24) hours from the time it is brought to the attention of the immediate manager, then such complaint may be reduced to writing and presented as a grievance. Any such complaint and/or grievance must be lodged within five (5) days of when the occurrence became known to the employee or should have become known with reasonable attention.

**STEP NO. 1:**

b) The written grievance shall outline the pertinent details of what took place, and the remedy sought. The grievance shall be signed by the Griever and a Union steward, and shall be presented to their immediate Manager who will consider the grievance and give his or her reply in writing within five (5) working days.

**STEP NO. 2:**

c) If the griever and the steward are not satisfied with the reply, or if the reply is not received within five (5) working days from delivery to the manager, the grievance may be submitted to the Director of Operations and a meeting will be convened within ten (10) working days between the Company and the Union grievance committee to discuss the grievance. At this meeting a full-time representative of the Union may be present if either party requests his or her presence. The Director of Operations will render his/her decision to the griever or the steward within thirty (30) calendar days, or to an extended date, which is mutually agreed upon.

d) If a satisfactory reply to the grievance is not received from the Director of Operations within thirty (30) calendar days or the mutually agreed upon date, then the grievance may be submitted to arbitration before a single arbitrator. The grievance may be submitted to arbitration within thirty (30) calendar days of the receipt of the reply of the General Manager or within thirty (30) days after the period described for the Director of Operations reply has expired.

- **ARBITRATION:**

a) Either party to this agreement may submit any dispute to arbitration by notifying the other party in writing of its desire to do so. The parties shall meet and attempt to agree upon a single arbitrator and if they cannot agree on an arbitrator then either party may request the Minister of Labour for the Province of Ontario to name an arbitrator. The arbitrator shall hear and determine the differences and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

b) The arbitrator shall not have jurisdiction to alter or amend this agreement or give any decision which is contrary to any provision of this agreement.

c) Each party to this agreement shall be responsible for their costs of any arbitration proceedings and the parties shall each pay one half (1/2) of the expenses of the arbitrator.

d) It is understood that any question as to whether a matter is arbitral may become a subject for arbitration.

## **6. DISCHARGE, SUSPENSION AND DISCIPLINE:**

The Company agrees that no employee will be discharged or disciplined without just and reasonable cause and should the Company have need to discharge or suspend an employee, such notice will be given in writing to the employee involved, with a copy to the chief steward of the union on the day such a discharge or suspension takes place. If an employee is to be reprimanded or disciplined by a member of management, management must inform the employee of their right to union representation, and such employee may request to have a steward present at any meeting for disciplinary purposes.

## **7. REPRESENTATION:**

a) The Company agrees to recognize three (3) employees selected by the Union to act as stewards and members of the Union grievance committee for the purpose of advising and assisting employees with any complaints or grievance they may have.

b) The Union recognizes that Union stewards have their normal company duties to perform and, therefore, the time spent on the administration of the collective agreement will be kept to the minimum. The Steward will secure permission from his/her supervisor before leaving their normal job and such permission will not be unreasonably denied or delayed. Union stewards will not suffer any loss of basic pay while attending meetings with members of management and attending to complaints or grievances during their regular working hours. During the first day of employment by new employees these employees will be introduced to the senior steward of the Union Committee and permitted up to fifteen (15) minutes in a suitable location to confer with the steward.

c) The Company agrees there shall be no discrimination practised by any company official against employees of the bargaining unit because of such employees' legitimate union activity.

#### **8. LEAVE OF ABSENCE FOR UNION BUSINESS:**

a) The Company will grant leave of absence without pay for reasonable periods of time to employees selected by the Union to attend Union business when such leave is requested by a responsible Union official.

b) The Union agrees that when such leave is requested for more than one member for a given period, this period will not exceed one day. A minimum of one member at a time will be granted a leave for up to ten (10) working days. Any request for a leave of absence will be made as early as possible, and for a leave that is to exceed one day, the request will be made at least five (5) days prior to the day the leave is to commence.

#### **9. UNION SECURITY:**

a) Both parties to this agreement recognize that employees are entitled to a measure of job security based on their length of service with the Company.

b) All employees of the Company employed in the bargaining unit described in Article 2 shall as a condition of employment within thirty (30) days of the effective date of this agreement or within thirty (30) days of being hired, whichever occurs later, become a member of the Union. All employees shall continue to remain a member of the Union in good standing during the lifetime of this agreement. Exception to the above is that expulsion from the Union for a reason other than non-payment of dues as authorized herein shall not be cause for discharge from the Company's employ.

c) Commencing with the first week of employment, the Company agrees to deduct from the pay of all employees, each pay period, the amount specified by the Union as the weekly dues and to remit same, on a monthly basis, to the person designated by the Union as the Secretary-Treasurer of the Local Union, by the tenth day of the month following that in which the dues were deducted. The dues remittance shall be accompanied by a list of the names of employees from whom deductions were made. If no dues are deducted from an employee for any reason such as : quit, on leave of absence, off sick etc., then that person's name should be followed by an explanation as to why no dues were deducted. In the case of an employee terminating or leaving the bargaining unit for any reason, then that person's name will be carried for one month with a "quit" notation.

d) The Union agrees to save the Company harmless from all deductions made from

an employee's pay as provided herein.

#### **10. RESERVATION OF MANAGEMENT RIGHTS:**

The Union acknowledges it is the exclusive function of the Company to:

- a) Maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by the employees.
- b) Hire, retire, classify, direct, transfer, promote, demote, assign employees to shifts, lay-off, discipline, suspend or discharge employees.
- c) Generally manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, to retain all residual rights of management; to determine the number and location of plants, the products to be manufactured or handled, the methods of manufacturing, services to be performed, the schedules of production and work, the kinds and location of machines, tools and equipment to be used, the processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated into the products manufactured, assembled, handled or serviced. It shall also be the company's unilateral rights at any time without limitation to subcontract to any other corporation, firm or person whatever work it determines and designates.
- d) The Company agrees that its management rights will not be exercised so as to be contrary to any other section of this collective agreement.

#### **11. SENIORITY:**

- a) A new employee shall be considered as probationary employee for a period of one hundred eighty (180) days following their date of hire. Following this one hundred eighty (180) day period the employee will have his or her name placed on the seniority list showing their seniority as the original date of hire.
- b) Employees will be given preference for transfer to higher paid or preferential permanent, full time jobs, and to be recalled following a lay-off in order of seniority provided they are capable of performing the job in a satisfactory manner (within a one hundred and eighty (180) day period) and provided they have shown an acceptable standard of work performance. Where two employees possess equal seniority, skill level and capabilities shall govern. Notification of postings and successful applicants will be forwarded to the union.
- c) When the Company requires additional employees, or when a full time vacancy occurs in any classification, the opening(s) will be posted for two (2) working days to permit existing employees to make application to fill the opening. The employee with the greatest seniority of those making application (provided they have shown an acceptable standard of work performance and possess the ability to perform the job

in a satisfactory manner) will be awarded the job. Should an employee be awarded a job under this posting provision and later found to be unsatisfactory, or under qualified to perform the duties in a satisfactory manner, such employee will be returned to his/her previous job.

Where a staff requirement exists that is of a permanent nature, ie: where the work involved is of an ongoing operational need and requires a full forty (40) hour per week commitment, then the vacancy will be filled by the declaration of a permanent vacancy subject to the provisions of this agreement.

d) Should it become necessary to lay-off employees, the number of redundant employees in the affected classification will be laid off commencing with any probationary employees and then with the least amount of seniority.

e) Employees laid off from the affected classification may displace a less senior employee in another classification, the duties of which the laid-off employee is willing and capable of performing.

f) The Company may offer an employee a lateral reclassification from one (1) job classification to another or a reclassification to a lower grade job classification.

The Company may temporarily assign employees to perform work not customarily performed by employees in their classification for a period of not more than ninety (90) calendar days. Such temporary assignment will not be used repeatedly so as to circumvent the purpose of posting the job, or otherwise filling the position by a permanent move. Longer periods may be mutually agreed upon between the Company and the Union.

The Company will notify the Union of all temporary assignments.

g) The Company will compile a seniority list in the order of date of hire of all employees showing their date of hire and their classifications. Such list will be updated each six (6) months, a copy posted on a bulletin board and a copy given to the Union steward.

## **12. LOSS OF SENORITY:**

a) Employees will lose their seniority and have their names removed from the seniority list for any of the following reasons:

i) The employee quits

ii) The employee is discharged for cause by the Company and is not reinstated pursuant to the grievance and arbitration provisions of this agreement.

iii) The employee is on lay-off from the plant for a period in excess of two (2) years.

iv) The employee is absent for any reason other than lay-off and fails to advise the company within three (3) working days of notice that he/she intends to return to work, or if the employee fails to return within one (1) week after notification by the company to do so by registered mail sent to his/her last address on record with the company.

v) if an employee is recalled to work after a lay-off and fails to advise the company within three (3) working days of notice that he/she intends to return to work, or if the employee fails to return to work within one (1) week after notification by the company to do so by registered mail sent to his/her address on record with the company.

### **13. UNION BULLETIN BOARD:**

a) The Company will provide a bulletin board, located in a suitable conspicuous place for the use of the Union, for posting of Union notices, election results, etc.

b) All notices must be signed by an accredited representative of the Union, and shall be submitted to the Director of Operations or his/her designated representative for approval prior to posting. Such approval will not be denied or delayed so long as the notice is disseminating legitimate Union information and is not derogatory or defamatory.

### **14. LEAVE OF ABSENCE:**

a) The Company may grant a leave of absence without pay to an employee for emergency or compassionate grounds.

b) Should any employee become ill or injured to the extent that they are not able to perform their regular duties, on presentation of a regular (not to exceed every six (6) weeks) valid medical certificate, such employee shall be granted a leave without pay until such time (not exceeding twelve (12) months) as they are able to perform their duties as described in the schedule of this agreement.

c) Any employee who is summoned for jury duty or as a Crown witness will be granted a leave for the period of time they are required by the courts and the Company will make up any loss of wages, taking into account the fees paid for such service by the courts.

#### **d) BEREAVEMENT LEAVE**

In the event of a death of a spouse, child, step-child, mother, step-mother, father, step-father, sister, step-sister, brother, step-brother, father-in-law, mother-in-law,

sister-in-law, brother-in-law, grandchildren, step-grandchildren or grandparents, step-grandparents of any employee covered by this agreement, such employee shall be granted an excused absence of three (3) consecutive working shifts at his/her base rate of pay, exclusive of premiums, differential or overtime allowance, provided the employee attends the funeral or service. In the event that the employee is unable to attend the funeral or service he/she will be granted an excused absence of one (1) shift bereavement leave. The definition of spouse is as defined by Revenue Canada for their taxation purposes. In the event of the death of a grandparent-in-law an employee is entitled to one (1) day with pay for bereavement leave, subject to the preceding limitations. If, due to special circumstances, an employee requests leave beyond that granted under this article, and management concurs the circumstances to be warranted, additional time will be granted to the employee, without pay.

**e) MATERNITY/PARENTAL LEAVE**

Pregnancy and Parental Leave shall be as provided for in the Employment Standards Act of Ontario 2000, (revised September 7, 2001), Part XIV, subsections 46, 47, 48 and 49.

An employee taking pregnancy leave will retain and accumulate seniority during such leave and will be permitted to return to her previous job, or to another job with equal pay.

**15. HEALTH AND SAFETY:**

a) There shall be established a Joint Health and Safety Committee comprised of one (1) member selected by the company and two (2) members selected by the Union. The Committee will make periodic tours of the plant and make recommendations on such matters as: correcting hazards that exist, safe procedures for performing the various tasks, to supervision and employees, the proper method of using any solution, or agent as well as machinery, and function as provided by the Ontario Health and Safety Act.

b) One of the persons selected by the Union to the Joint Committee will be designated as Safety Representative who shall function as provided in the Act.

c) The Union shall be informed of the results of any testing or monitoring of hazardous condition or material and where the method of conducting the tests or reported results are disputed by the Union, then a Technician selected by the Union will be allowed access to the premises to conduct the disputed testing. The Union agrees this will be done without undue interruption of production and at no cost to the Company.



d) Any question arising that is not covered in this Article will be resolved by reference to the Ontario Health and Safety Act 1978.

**16. HEALTH AND WELFARE BENEFITS:** (Insurance paying these benefits.)

a) The Company agrees to maintain the benefits and to pay the specified premiums for the following coverage for all employees who have completed the six (6) months probationary period, and their eligible dependants;

i) Company will comply with provisions of the Ontario Employment Standards Act, in respect to Benefits for employees on Maternity/Parental Leave.

ii) The Carrier Extended Health Care Plan (\$10.00 - \$20.00 deductible), premiums to be paid by the Company.

iii) The Carrier Dental Plan (\$10.00 - \$20.00 deductible), premiums to be paid by the Company, effective;

1<sup>st</sup> year April 1, 2015 based on 2014 O.D.A schedule and  
2<sup>nd</sup> year April 1, 2016 based on 2015 O.D.A schedule and  
3<sup>rd</sup> year April 1, 2017 based on 2016 O.D.A. schedule and  
4<sup>th</sup> year April 1, 2018 based on 2017 O.D.A. schedule and  
5<sup>th</sup> year April 1, 2019 based on 2018 O.D.A. schedule and

iv) Group Life Insurance of thirty thousand dollars (\$30,000.00) for each employee with an additional thirty thousand dollars (\$30,000.00) AD&D coverage. Dependent life insurance shall be ten thousand dollars (\$10,000.00) spouse and five thousand dollars (\$5000.00) child. Premiums to be paid by the Company.

v) A weekly indemnity plan providing 66-2/3%, of weekly earnings to a maximum amount equivalent to weekly employment insurance benefits. Benefits to commence first (1<sup>st</sup>) day of accident, fourth (4<sup>th</sup>) day of illness, payable for a period of 17 (seventeen) weeks. Premium to be paid by the Company. The Union agrees that any reduction in employee E.I. premiums as a result of this benefit will be retained by the Company.

**Sick Leave Credit:**

Eligibility for sick leave credit begins after 6 (six) months continuous service. The credit to which an employee shall be entitled on his/her first eligibility date, and at any time thereafter, shall be computed in accordance with the following rules;

An employee will be entitled to a maximum of three (3) days sick leave per calendar year, in increments no less than two (2) hours. Sick leave may be used for

scheduled medical appointments.

Sick leave may be supplemented with unused vacation entitlement.

vi) The Company reserves the right to choose carriers, based on maintaining benefits as comparable as reasonable possible with those currently in effect.

vii) The company agrees to continue Health and Welfare premium payments for employees on proven illness for the month in which a leave due to illness commences and for two (2) months following.

viii) Safety Footwear – Where employees are required to wear safety footwear, Company will provide the cost for certified safety boots to a maximum of one hundred and twenty-five dollars (\$125.00) per year allowance, that can be carried over for two (2) calendar years (beginning 2015) towards appropriate safety footwear to be used only for work purposes.

ix) Safety Equipment – The Company will provide rubber aprons for safety protection against chemicals.

x) Safety Glasses - allowance will be two hundred dollars (\$200.00) every two (2) years.

xi) Vision Care – The Company will provide a vision care benefit of one hundred and fifty dollars (\$150.00) per person, every two (2) years. In the case of children under eighteen (18) years of age the benefit shall be one hundred and fifty dollars (\$150.00) every year. Annual eye examinations to be compensated up to one hundred dollars (\$100.00) per year.  
4<sup>th</sup> year increase from \$150.00 to \$175.00

## 17. HOLIDAYS:

The following days shall be recognized as holidays with pay and employees will not be required to work on these days, but shall be paid for their normal daily hours at their regular hourly rate providing that the employee has acquired seniority standing and has worked the normal shift immediately preceding and immediately following the holiday unless he/she is absent with “express permission” from the Company on either or both qualifying days and provided he/she was actively at work within five (5) working days of the day on which the holiday is observed by the Company or is laid-off but worked within that time or fell sick within that time and provides medical proof of sickness when requested by the Company. “Express permission” as provided herein shall include bereavement leave under the agreement and absence due to jury service;

New Year’s Day  
Victoria Day

Good Friday  
Dominion Day

Civic Holiday  
Thanksgiving Day  
Christmas Day

Labour Day  
the day before Christmas  
Boxing Day

Should any of these days fall on a Saturday they will be observed on the previous Friday, and if falling on Sunday will be observed on the following Monday. Should a holiday fall on Friday, employees on second shift will observe it on Thursday.

When two (2) or more holidays fall consecutively (i.e.; Christmas Day and Boxing Day) any employee who fails to qualify for holiday pay due to being absent the working day before or the working day following the holidays, will only forfeit one day's pay.

Any of the above holidays falling during an employee's annual vacation period shall be scheduled either the last working day prior or the first working day following the vacation period.

**18. VACATION ENTITLEMENT AND PAY:**

a) Effective April 1, 2015, employees who have completed the Company service requirements listed below shall be granted a vacation and receive vacation pay as follows:

<b>Company Service Requirement</b>	<b>Length of Vacation</b>	<b>Computation of Vacation</b>
1 Year	2 weeks	4% of wages
5 Years	3 weeks	6% of wages
12 Years	4 weeks	8% of wages
20 Years	5 weeks	10% of wages

As of April 1, 2015, as of each employee's anniversary date, payroll deposit records will indicate

- vacation earned for the pay period
- vacation paid out for the pay period
- vacation pay balance

Any vacation remaining at the beginning of the employee's next anniversary date will be managed manually until exhausted.

For greater clarity, the old method allocated the vacation (hours) upfront to the employee on their anniversary date that they would be eligible to receive until next anniversary date assuming employment was not terminated. All records were managed manually with only interim reporting to the employees. The new method provides each employee with up to date vacation pay entitlement as of each pay report.

The Company will provide each employee with a reconciliation of their vacation pay

as of March 27, 2015 and at their next anniversary date/transition date.

b) Employees will arrange their vacation, in excess of the shutdown period, with their immediate supervisor. Employees with more than two (2) weeks' vacation may elect to take the balance of their vacation time in two (2) hour increments as the employee chooses.

c) The company shall determine the shutdown period of this plant and shall inform employees by March 1<sup>st</sup> of every year.

d) Employees who are entitled to vacation that exceeds the period of the plant shutdown shall be allowed to schedule such vacation at a time suitable to them. If more employees than can be released select the same period it will be decided by seniority with the most senior employees having their choice.

## **19. HOURS OF WORK AND OVERTIME:**

a) The regular hours of work shall be:

First Shift	- 7:00 a.m. to 4:00 p.m. Monday to Thursday
	- 7:00 a.m. to 1:00 p.m. Friday **
Second Shift	- 3.15 p.m. to 1:45 a.m. Monday to Thursday

All shifts will have a one-half (1/2) hour unpaid lunch period.

\*\* The Company agrees to continue its present practice of ending the first shift at 1:00 p.m. on Fridays, provided that in the event business needs require the Company to operate beyond 1:00 p.m. on Fridays, the Company will have the right to schedule employees beyond 1:00 p.m. When this results in employees working in excess of forty (40) hours in that week, the provisions of Article 19 (c) will apply. For the purpose of clarity, the parties agreed that the operation of this section will not result in employees receiving overtime for hours worked up to 8.5 hours per day on Monday to Thursday.

i) Employees working the first shift shall receive two (2) rest periods with pay of ten (10) minutes each, one in each half of the shift.

ii) Employees working the second shift shall receive two (2) rest periods with pay of fifteen (15) minutes, each one in each half of the shift.

b) For all hours worked on the second shift, employees will receive a premium of twenty-five (25) cents per hour.

c) Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day Monday to Friday for first shift employees and all hours in excess of then (10) hours in any one day, Monday to Thursday for employees working the second shift.

d) Time and one-half shall be paid to all first shift employees for the first eight (8) hours worked on Saturday, and in the case of second shift employees the first eight (8) hours worked on Friday.

e) Double time shall be paid for:

i) hours in excess of twelve (12) in any one day (Monday to Friday for the first shift employees and Monday through Thursday for the second shift employees.)

ii) hours worked in excess of eight (8) on Saturday for first shift employees and Friday for second shift employees and for all hours worked on a Sunday or Holiday.

f) Overtime opportunity will be equitably distributed among qualified employees and overtime work shall be voluntary on the part of an employee.

**g) Reduced Work Week:**

The parties to this agreement may agree to a reduction in the hours of work as a method of avoiding or reducing lay-offs.

Should the work week be reduced to thirty-two (32) hours, then employees will be paid at 110% of the hourly rates in Schedule "A".

The above stated premiums of 10% and 20% will not apply if there is available a subsidy such as E.I. sponsored "work sharing" that pays the employee equal or more. Should there be available some such subsidy that pays less than the specified premium then the appropriate premium will be reduced by the amount of the subsidy. The special provision for a reduced work week shall not affect any employee's right to displace under the provisions of Article 11 of this agreement. In the case of a lay-off, per Article 11 (i.e., the least senior employee is laid off) the above mentioned premium will not apply. Since employees and the Union would normally prefer that the required number of employees are permitted to work full time, the Company agrees that repeated one (1) or two (2) day lay-offs will not be implemented so as to circumvent this intent.

## **20. REPORTING PAY:**

If employees report for work at their normal starting time and it develops that there is no work for them to perform, the company agrees to maintain the employees' normal wages for the first half of their regular shift.

Exceptions to the above will be made when;

i) an employee has been absent from work and fails to notify the Company at

least the \_\_\_\_\_ day before of his/her intention to return to work and/or

ii) an employee fails to keep the Company informed of a telephone number where \_\_\_\_\_ he/she can be reached.

#### **21. CALL BACK PAY:**

If an employee has left the plant premises, and is called and agrees to come in to perform some emergency work, he/she will only be required to perform the task for which \_\_\_\_\_ they were called and shall receive a minimum of three (3) hours pay at the applicable \_\_\_\_\_ overtime rate.

#### **22. INJURY ON THE JOB:**

If an employee is injured on the job to the extent they cannot complete the shift, the Company agrees to maintain the employee's wages for the remainder of the shift of which the injury occurred.

#### **23. NC MACHINE SETTER:**

The Company may appoint NC Machine Setters. Employees designated by the Company \_\_\_\_\_ as NC Machine Setter shall receive fifty (50) cents per hour over the rate of the highest \_\_\_\_\_ paid employee in their group.

#### **24. TRAINING ENHANCEMENT**

The Company will provide cross-training opportunities for members of the bargaining \_\_\_\_\_ unit to ensure all members of the bargaining unit will be able to perform the work of \_\_\_\_\_ this bargaining unit. Bargaining unit members who are required by the Company to \_\_\_\_\_ train or take courses outside of their scheduled shift will be paid for time spent attending \_\_\_\_\_ mandatory training courses as well as the cost of course tuition.

Where bargaining unit members volunteer or request to take courses outside of the scheduled shift, the Company will reimburse the cost of course tuition, provided the Company approves the course in advance and the member passes the course and provides \_\_\_\_\_ evidence of same.

#### **25. TERM OF AGREEMENT:**

The term of this agreement shall be five years, April 1, 2015 through March 31, 2020.

The Company agrees to recognize the Union negotiation committee for the purpose of \_\_\_\_\_ clarification and interpretation of this agreement. A meeting, semi-annually or as required, \_\_\_\_\_ will be scheduled for these purposes.

## **LETTERS OF UNDERSTANDING**

### **BANKED TIME:**

The Banked Time Program has been established for the team members on the hourly payroll. The objective of the program is to allow overtime worked to be banked for future time off with pay (i.e. one (1) hour worked overtime equals one and one-half (1 ½) paid hours of overtime.)

- The hours taken off may be used for personal business, time off at Christmas, and scheduled company shutdown(s). This will be allocated in a minimum of one (1) hour increments only.
- The Banked Time Program is optional.
- At the time overtime is scheduled, the employee must choose whether the overtime worked will be paid as usual, or banked for future time off.
- Banked time cannot exceed forty (40) hours per calendar year (26.6 overtime

hours worked equals forty (40) hours banked for future time off), and cannot be carried from year to year.

- Banked time must be depleted first before using vacation time.
- Banked time must be taken at a time mutually convenient and agreeable to the team member and supervisor, in minimum one (1) hour increments, and will be paid when used (on the payday following the time taken off.)
- Time taken off must be requested in advance using the “Request to Use Banked Time” form. In cases of emergency, it must be requested at the time the employee advises of their absence.
- All time logged as banked hours will count towards the annual maximum.
- Any outstanding (unused) banked time at the end of the year will be paid out at the end of January of the following year.

#### **PART-TIME EMPLOYEES:**

The Company shall not hire any part-time employees unless the following rules are applied;

- The regular hours of work shall be more than 20 hours in a week and not more than 40 hours in a week.
- Part-time employees will be paid at the applicable rates in the contract and all the provisions of the agreement will apply.
- Part-time employees will have first opportunity, for any full-time positions before new employees are hired.
- All time related benefits, such as but not limited to seniority, probation, etc., will be pro-rated based on the hours worked.
- Paid holidays will be paid pro-rated on the basis of hours worked per week by the employee.
- Part-time employees will pay union dues at the rate of 1.25% of their gross wages per week.
- There shall be no part-time workers hired or working while full-time employees are on lay-off. However, if a full-time employee on lay-off has refused part-time work or recall to part-time work, then the employer can employ part-time



workers.

- The employer will not employ part-time workers, doing the same work, and thereby avoid creating and/or filling a full-time position.

#### **CASUAL EMPLOYEES:**

The following conditions shall apply to casual employees;

- Casual employees will work hours totalling not more than 20 per week
- When casual employees are employed for a period of six (6) months then they will become part-time employees and subject to those conditions elsewhere in this agreement.
- Casual employees shall be subject to working conditions and wages as established by the employer as long as such conditions or wages do not exceed those for part-time or full-time employees.
- Casual employees will not be used to avoid hiring a full time or part-time regular employee.
- Casual employees will pay union dues of 1.25% of their gross pay per week.
- Casual employees will have first opportunity at any full-time or part-time jobs in the bargaining unit which become available. If hired, then the subsequent probationary period will be reduced by the time already worked as a casual employee.

#### **TEMPORARY EMPLOYEES:**

- Temporary employment may be utilized by the Employer for the following purposes:  
maternity leave, leave of absence for accident/injury, and vacation relief.
- Temporary employment will be limited to twelve (12) months. In the event that employees are retained beyond this period, they will be designated as permanent and considered as having successfully completed the probationary period.
- Where a staff position exists that is a temporary backfill (in cases as described above) and is known to have a start and stop time, but the duration will exceed twelve (12) months, that vacancy will, subject to mutual agreement between the parties, be filled by a temporary employee under the provisions of this article.
- Temporary employees will be considered for permanent staff requirements that

occur within the workplace prior to new hires as long as they show ability to perform required duties. Any seniority that they may have accrued during their temporary assignment will be maintained and their seniority date as a permanent employee will reflect the same day hired as a temporary employee.

- Temporary employees will not be entitled to those provisions of the collective agreement under Article 16 (save and except provisions dealing with safety equipment and all rights and privileges allowed for in the Ontario Labour Relations Act and the Ontario Labour Standards), until such time as they have been determined full-time or have been extended over the twelve (12) month period. Temporary employees are subject to Article 9 of this agreement.
- Temporary employees will receive the starting rate for the classification to which they are hired. In the event that they attain full-time status, they will be allocated full seniority, rate of pay and benefits from day hired as per the collective agreement. (Note: As the temporary employee is restricted to twelve (12) months, he/she is only able to progress one pay rate while temporary.)

#### **WHMIS TRAINING:**

1. The Company recognizes and accepts a responsibility for the Health and Safety of all employees and therefore has agreed, with the Union, that the employer will implement a Workplace Hazardous Materials Information System (WHMIS) training program as required by the Ontario Health and Safety Act, for all current employees. All new employees will be subject to the above training as they are hired.

2. This program will be provided at Company expense and on Company time, at the appropriate rate if applicable. Such training will commence by and be completed by a date to be mutually agreed to by the parties.

3. By June 1<sup>st</sup> of each year thereafter, the Company will provide refresher training on Company time and at Company expense as above.

4. Every third (3<sup>rd</sup>) year the employer will undertake a further comprehensive program under the conditions expressed herein.

#### **UNION BULLETIN BOARD:**

The employer agrees to locate the union bulletin board on the Production Floor beside the designated employee phone.

#### **TEAM LEADER:**

It is agreed that the employer may appoint the Team Leader position only. This provision is distinguishable from the provision of Article 11(d) so that the employer may take advantage of the immediate expertise of the Team Leader and avoid

inherent delays associated with awarding vacancies and the filling of positions in the normal course of events.

- The team leaders shall be members of the bargaining unit.
- Team leaders shall have no managerial authority and shall not make recommendations or have input concerning employment, release, transfer and upgrading or disciplinary action relative to other employees.
- The additional duties of the team leader will include:
  - a) Perform and demonstrate work, usually the most difficult
  - b) Be responsible for furnishing sufficient and accurate information to assigned employees.
  - c) Interpret information, answer questions, plan, sequence, coordinate, check work and eliminate ordinary difficulties.
  - d) Make detailed work allocations as instructed by the supervisor.
- In order to be appointed as a team leader, the employee shall have the following qualifications:
  - a) Can oversee and direct tasks within their current work area(s) without supervision.
  - b) Must have technical abilities including:
    - i) The ability to read and correctly interpret blueprints, manufacturing plans and process documents.
    - ii) The ability to perform all of the required calculations without supervision as specified in the documentation enumerated in subsection i) above.
    - iii) The ability to understand verbal instruction and explain verbally and clearly to fellow team members.
    - iv) Must have a below average culpable absenteeism level.
    - v) Have the ability to interact with others.
    - vi) If two or more candidates are equal in all qualifications the one with the least culpable absenteeism will be awarded the position.
- Employees designated as team leaders will be paid a premium as follows above his/her own current base rate:
  - a) Team Leader of Machine Shop – \$1.00 per hour above his/her own current base rate.
  - b) Team Leader of Assembly – \$2.75 per hour above his/her own current base rate.

## APPENDIX A

**April 1, 2015**

Classifications, wage rates and progression schedule -

<b>Job Title Assembly</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Screen Printer	14.95	16.07	16.74	17.67	18.41
Assembler A	13.14	14.47	14.89	16.26	17.38
Assembler B	12.29	13.98	14.60	15.80	16.87
<b>Job Title Machine Shop</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Toolsetter/ Machinist 1	23.23	24.41	25.38	26.48	27.51
Machinist A	22.14	23.26	24.28	25.39	26.41
Machinist B	20.46	21.63	22.70	23.70	24.78
Machine Op A	17.21	18.54	19.63	20.97	22.09
Machine Op B	14.90	16.28	17.27	18.66	19.75
Machine Op C	13.04	13.98	14.79	16.16	17.28

a) Apprentices shall be paid at a percentage of the journeyman twelve (12) month rate based on hours completed, as follows:

first 1000 hours	60% of journeyman rate
second 1000 hours	65% of journeyman rate
third 1000 hours	70% of journeyman rate
fourth 1000 hours	75% of journeyman rate
fifth 1000 hours	80% of journeyman rate
sixth 1000 hours	85% of journeyman rate
seventh 1000 hours	90% of journeyman rate
eighth 1000 hours	95% of journeyman rate

b) Employees moving into a higher or lower classification in the same department will be credited with their department time in the rate range of the new classification.

c) Progression increases will be put into effect on the first (1<sup>st</sup>) day of the pay period coinciding with, or immediately following an employee's anniversary date. The only exception to the above will be when an employee is off work for any reason in excess of thirty (30) consecutive days, in which case the progression increase will be delayed one (1) month.

d) Full-time employees with ten (10) or more years of seniority will receive, effective with their anniversary date, an additional \$0.05/hour for every qualifying year of employment over ten (10) years. (e.g. fifteen (15) years employment = an additional

\$0.25/hour)

**APPENDIX A**

**April 1, 2016**

Classifications, wage rates and progression schedule –

<b>Job Title Assembly</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Screen Printer	15.18	16.31	16.99	17.94	18.69
Assembler A	13.34	14.69	15.11	16.50	17.64
Assembler B	12.48	14.19	14.81	16.04	17.12
<b>Job Title Machine Shop</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Toolsetter/ Machinist 1	23.58	24.78	25.76	26.88	27.92
Machinist A	22.47	23.61	24.64	25.77	26.81
Machinist B	20.77	21.95	23.04	24.06	25.15
Machine Op A	17.47	18.82	19.92	21.28	22.42
Machine Op B	15.12	16.52	17.52	18.94	20.05
Machine Op C	13.24	14.19	15.01	16.40	17.53

a) Apprentices shall be paid at a percentage of the journeyman twelve (12) month rate based on hours completed, as follows:

first 1000 hours	60% of journeyman rate
second 1000 hours	65% of journeyman rate
third 1000 hours	70% of journeyman rate
fourth 1000 hours	75% of journeyman rate
fifth 1000 hours	80% of journeyman rate
sixth 1000 hours	85% of journeyman rate
seventh 1000 hours	90% of journeyman rate
eighth 1000 hours	95% of journeyman rate

b) Employees moving into a higher or lower classification in the same department will be credited with their department time in the rate range of the new classification.

c) Progression increases will be put into effect on the first (1<sup>st</sup>) day of the pay period coinciding with, or immediately following an employee's anniversary date. The only exception to the above will be when an employee is off work for any reason in excess of thirty (30) consecutive days, in which case the progression increase will be delayed (one ) 1 month.

d) Full-time employees with ten (10) or more years of seniority will receive, effective

with their anniversary date, an additional \$0.05/hour for every qualifying year of employment over ten (10) years. (e.g. fifteen (15) years employment = an additional \$0.25/hour)

**APPENDIX A**

**April 1, 2017**

Classifications, wage rates and progression schedule –

<b>Job Title Assembly</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Screen Printer	15.40	16.55	17.24	18.21	18.97
Assembler A	13.54	14.91	15.34	16.75	17.90
Assembler B	12.66	14.40	15.04	16.28	17.38
<b>Job Title Machine Shop</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Toolsetter/ Machinist 1	23.94	25.15	26.14	27.28	28.34
Machinist A	22.81	23.97	25.01	26.15	27.21
Machinist B	21.08	22.28	23.38	24.42	25.53
Machine Op A	17.73	19.10	20.22	21.60	22.75
Machine Op B	15.35	16.77	17.79	19.22	20.35
Machine Op C	13.44	14.40	15.24	16.65	17.80

a) Apprentices shall be paid at a percentage of the journeyman twelve (12) month rate based on hours completed, as follows:

first 1000 hours	60% of journeyman rate
second 1000 hours	65% of journeyman rate
third 1000 hours	70% of journeyman rate
fourth 1000 hours	75% of journeyman rate
fifth 1000 hours	80% of journeyman rate
sixth 1000 hours	85% of journeyman rate
seventh 1000 hours	90% of journeyman rate
eighth 1000 hours	95% of journeyman rate

b) Employees moving into a higher or lower classification in the same department will be credited with their department time in the rate range of the new classification.

c) Progression increases will be put into effect on the first (1<sup>st</sup>) day of the pay period coinciding with, or immediately following an employee's anniversary date. The only exception to the above will be when an employee is off work for any reason in excess of thirty (30) consecutive days, in which case the progression increase will be delayed one (1) month.

d) Full-time employees with ten (10) or more years of seniority will receive, effective

with their anniversary date, an additional \$0.05/hour for every qualifying year of employment over ten (10) years. (e.g. fifteen (15) years employment = an additional \$0.25/hour)

**APPENDIX A**

**April 1, 2018**

Classifications, wage rates and progression schedule –

<b>Job Title Assembly</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Screen Printer	15.71	16.88	17.59	18.57	19.35
Assembler A	13.81	15.21	15.65	17.09	18.26
Assembler B	12.92	14.69	15.34	16.61	17.73
<b>Job Title Machine Shop</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Toolsetter/ Machinist 1	24.41	25.65	26.66	27.83	28.90
Machinist A	23.26	24.45	25.51	26.68	27.75
Machinist B	21.50	22.73	23.85	24.90	26.04
Machine Op A	18.09	19.49	20.63	22.04	23.21
Machine Op B	15.66	17.11	18.14	19.60	20.76
Machine Op C	13.71	14.69	15.54	16.98	18.15

a) Apprentices shall be paid at a percentage of the journeyman twelve (12) month rate based on hours completed, as follows:

first 1000 hours	60% of journeyman rate
second 1000 hours	65% of journeyman rate
third 1000 hours	70% of journeyman rate
fourth 1000 hours	75% of journeyman rate
fifth 1000 hours	80% of journeyman rate
sixth 1000 hours	85% of journeyman rate
seventh 1000 hours	90% of journeyman rate
eighth 1000 hours	95% of journeyman rate

b) Employees moving into a higher or lower classification in the same department will be credited with their department time in the rate range of the new classification.

c) Progression increases will be put into effect on the first (1<sup>st</sup>) day of the pay period coinciding with, or immediately following an employee's anniversary date. The only exception to the above will be when an employee is off work for any reason in excess of thirty (30) consecutive days, in which case the progression increase will be delayed one (1) month.

d) Full-time employees with ten (10) or more years of seniority will receive, effective with their anniversary date, an additional \$0.05/hour for every qualifying year of employment over ten (10) years. (e.g. fifteen (15) years employment = an additional \$0.25/hour)

**APPENDIX A**

**April 1, 2019**

Classifications, wage rates and progression schedule –

<b>Job Title Assembly</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Screen Printer	16.10	17.31	18.03	19.03	19.83
Assembler A	14.16	15.59	16.04	17.51	18.71
Assembler B	13.24	15.05	15.72	17.02	18.17
<b>Job Title Machine Shop</b>	<b>Start Rate</b>	<b>6 mths Rate</b>	<b>12 mths Rate</b>	<b>18 mths Rate</b>	<b>24 mths Rate</b>
Toolsetter/ Machinist 1	25.02	26.29	27.33	28.52	29.63
Machinist A	23.84	25.06	26.15	27.34	28.45
Machinist B	22.04	23.30	24.45	25.53	26.69
Machine Op A	18.54	19.97	21.14	22.59	23.79
Machine Op B	16.05	17.54	18.60	20.09	21.27
Machine Op C	14.05	15.05	15.93	17.40	18.61

a) Apprentices shall be paid at a percentage of the journeyman twelve (12) month rate based on hours completed, as follows:

first 1000 hours	60% of journeyman rate
second 1000 hours	65% of journeyman rate
third 1000 hours	70% of journeyman rate
fourth 1000 hours	75% of journeyman rate
fifth 1000 hours	80% of journeyman rate
sixth 1000 hours	85% of journeyman rate
seventh 1000 hours	90% of journeyman rate
eighth 1000 hours	95% of journeyman rate

b) Employees moving into a higher or lower classification in the same department will be credited with their department time in the rate range of the new classification.

c) Progression increases will be put into effect on the first (1<sup>st</sup>) day of the pay period coinciding with, or immediately following an employee's anniversary date. The only exception to the above will be when an employee is off work for any reason in excess of thirty (30) consecutive days, in which case the progression increase will be delayed one



(1) month.

d) Full-time employees with ten (10) or more years of seniority will receive, effective with their anniversary date, an additional \$0.05/hour for every qualifying year of employment over ten (10) years. (e.g. fifteen (15) years employment = an additional \$0.25/hour)

## **SCHEDULE "B"**

### **JOB DESCRIPTIONS**

#### **MACHINE SHOP JOB CATEGORIES**

##### **MACHINE OPERATOR "C"**

a) Starts employment with little or no related experience or training.

b) Initially is not capable of:

- i) blueprint reading
- ii) use of basic machine shop measuring instruments
- iii) setting up tools

c) Normally works with simpler bench equipment or light machine tools such as:

- i) turret drill or other small drill press
- ii) riveting machines
- iii) arbor press
- iv) buffing, polishing, deburring and parting off

##### **MACHINE OPERATOR "B"**

- a) Starts employment with little or no related experience or training
- b) Initial is not capable of:
  - i) blueprint reading
  - ii) use of basic machine shop measuring instruments
  - iii) setting up machine tools

#### **MACHINE OPERATOR "A"**

- a) Must have a minimum of two thousand (2000) hours (equivalent to one (1) year machine shop industrial experience.)
- b) Must have demonstrated skill in:
  - i) blueprint reading
  - ii) use of basic machine shop measuring instruments
  - iii) set up ability on a minimum of one (1) machine tool
- c) Must be able to work unsupervised.

#### **APPRENTICE MACHINIST**

- a) Must be in an approved training schedule and registered with the Industrial Training Branch of the Ministry of College and Universities.
- b) It is agreed that if there is machine shop work available at the time an apprentice completes his or her training, such graduating apprentice will be employed by the company as a Machinist "B". If there is not sufficient work available he/she will be put on lay-off.

#### **MACHINIST "B"**

- a) Capable of setting up, and operating and adjusting various types of precision metal cutting and grinding machines and producing work to specified tolerances.
- b) Will have an extensive and detailed knowledge of blueprint reading.
- c) Minimum of six thousand (6000) hours (three (3) years) as an apprentice or other formalized training.
- d) Does not possess a Certificate of Qualifications from the Province of Ontario.

#### **MACHINIST "A"**

- a) Must possess all the abilities associated with Machinist "B" position.
- b) Must be capable of designing and building precision tools for volume production application and/or to write programs for and select tooling for Numerical Control equipment.
- c) Must be able to instruct other Machine Shop personnel in the safe and productive

operation of machine tools.

d) Should have a good knowledge of tool maintenance and repair.

e) Minimum of eight thousand (8000) hours (four (4) years) experience in the trade and possesses a Certificate of Qualifications from the Province of Ontario.

### **TOO SETTER/MACHINIST 1**

a) Must possess all abilities associated with Machinist A.

b) Must be/have competence to programming multiple CNC machines.

c) Must be/have competence for planning out what operation of tool path, what tooling, what fixturing is needed to produce parts for production.

d) Must be/have competence of making special tooling or fixturing required to produce parts for production.

e) Must be/have competence of setting up and operating multiple CNC machining for production of parts.

f) Must have competence for storage of CNC programs.

g) Must have competence of cross training fellow workers on multiple CNC machines.

h) Must have competence to perform regular maintenance on CNC machines.

Duties:

i) Write programs for new machines and existing machines.

ii) Help train new and existing workers (perform and demonstrate.)

iii) Perform all required calculations without supervision.

iv) Interact well with fellow machinists.

v) Interpret information, answer questions, plan, sequence, coordinate and check work.

## **ASSEMBLY**

### **ASSEMBLER "A"**

Includes electrical inspection tasks, final assembly, stator/PCB assembly and stator/term assembly/spraying and logo. Overflow buffing, polishing and deburring may be performed.

### **ASSEMBLER "B"**

Includes assembly area jobs other than Assembler "A." \_

### **SCREEN PRINTER**

Includes screen printing and screen preparation.

### **NEW MACHINES AND/OR NEW CLASSIFICATIONS**

Should the Company decide to install a new machine and/or a new classification, this decision will be presented to the Union Committee and an effort will be made to mutually agree on a position in the overall wage structure. Should the parties fail to agree on the description and/or the slotting of the new operation then the Company will proceed to establish the job, and then if the Union feels this has been improperly done a grievance may be instituted.

### **EXPORT SECURITY CONTROL**

The union gives notice that it recognizes the employer's requirement of compliance to Export Security Verification and related Security Assessment Controls and agrees to work with the employer to establish what conditions are reasonable and necessary to meet such compliance.

### **ONTARIO RETIREMENT PENSION PLAN (ORPP)** **IAM LABOUR MANAGEMENT PENSION PLAN**

Further to our discussion during bargaining, this letter will confirm our mutual commitment if the Government of Ontario has not introduced an Ontario Retirement Pension Plan into law by January 01, 2017, the Company and Union will meet within six (6) months to discuss the I.A.M. Labour-Management Pension Fund.