

# **COLLECTIVE AGREEMENT**

BETWEEN

SIEMENS CANADA LIMITED  
SIEMENS MILLTRONICS PROCESS  
INSTRUMENTS

AND

CANADIAN NATIONAL FEDERATION OF INDEPENDENT UNIONS

LIUNA LOCAL 3000, LOCAL 3005

JANUARY 1, 2018  
TO  
DECEMBER 31, 2020

11433 (08)

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## **ARTICLE 0 - COLLECTIVE AGREEMENT**

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0.1 This Agreement is between Siemens Milltronics Process Instruments (“the Company”) and The Canadian National Federation of Independent Unions, LiUNA Local 3000, Local 3005 (“the Union”).

## **ARTICLE 1 - PURPOSE AND SCOPE**

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- 1.1 This Agreement reflects the collective bargaining process that the Company and the Union developed for the purpose of maintaining and promoting a mutually beneficial relationship.

It recognizes the value of this process in all matters pertaining to employment, working conditions, wages and benefits in order to promote the morale, wellness and security of all employees in the bargaining unit.

It encourages the efficiency in operations and supports the Siemens Milltronics vision. It promotes a joint working relationship by recognizing the value of open communications for the purposes of ensuring responsible contract language, problem-solving and creating a proactive environment.

It reflects our principles to create a solid business foundation and a stable future for all employees of Siemens Milltronics.

## ARTICLE 2 - RECOGNITION

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2.1 The Company recognizes The Canadian National Federation of Independent Unions as the exclusive bargaining agent for all employees of Siemens Milltronics Process Instruments at Peterborough, Ontario, save and except supervisor, persons above the rank of supervisor, accounting staff, MIS, outside sales staff, positions requiring professional engineers, product specialists, design specialists, process specialists, confidential assistants, purchasing agents, students and temporary employees.

It is the intent of this Article not to exclude Union positions by renaming a position, or unreasonably expanding the qualifications of a position specifically with regards to Specialist, and/or Engineer.

Where a bargaining unit employee is being promoted to a non-bargaining position, the Company will discuss with the Union Executive, in advance, the work to be performed and the action being taken regarding their current Union work.

Human Resources in conjunction with the Local Union Executive will monitor postings to ensure that this intent is sustained.

### 2.2 **No Discrimination**

The Employer and the Union agree that there will be no discrimination, intimidation, harassment, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership, holding office in the Union or because of race, national or ethnic origin, colour, creed/religion, age, sex, sexual orientation, marital status, family status, disability, citizenship, record of offences or any other prohibited grounds as defined by the Ontario Human Rights Code.

### ARTICLE 3 - DURATION

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- 3.1 This Agreement shall become effective on the **first day of January 2018** and shall remain in effect until the **thirty-first day of December 2020**, and thereafter from year to year unless within ninety days, but not less than sixty days prior to the date of expiration, written notice to terminate or amend this Agreement is given by either party.

## ARTICLE 4 - FUNCTIONS OF MANAGEMENT

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4.1 The Union recognizes the right of the Company to hire, promote, demote, transfer, retire, suspend, or otherwise discipline an employee for just cause; and to increase or decrease working forces, subject to the right of members concerned to lodge a grievance in the manner provided for in the Agreement if they believe they have been demoted, transferred or passed over for promotion in violation of this Agreement, or have been suspended, disciplined, or discharged without just cause.

### 4.2 Disciplinary Actions

In cases where disciplinary action is deemed necessary, subject to the provisions of this Agreement, progressive discipline shall be utilized in accordance with the Company's discipline guidelines. The employee shall be informed if any such action is to be recorded in the employee file. A copy of the disciplinary record will be provided to the Union Representative at the request of the employee.

An employee has the right upon request to have a Union Representative present at any meeting where discipline is imposed.

Any such action shall be removed from all personnel files after a period of 18 months should no further incident occur requiring discipline.

4.3 The Union acknowledges the exclusive right of the Company to make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees which shall be consistent with the provisions of this Agreement. The Company will furthermore be responsible to make available and explain to persons in the employ of Siemens Milltronics, rules and regulations.

### 4.4 Outsourcing

With respect to any outsourcing of Union work, the Company will discuss its intention with the Union before any such work is out sourced. The Company will explain its reasons for its tentative decision to outsource the work and will give the Union an opportunity to suggest ways in which the work might otherwise be performed. The Company will give due consideration to the suggestions of the Union before making its final decision.

Should a reduction of employment levels be necessary as a result of outsourcing, the Company shall prior to implementing the lay-off, thoroughly discuss training and/or retraining initiatives with the Union in order to optimize the utilization of the displaced employees.

#### 4.5 Technological Change

In the event of the installation of new equipment/technology that will result in the reduction of employment levels of members, the Company will, in advance as soon as confirmed, before the installation of such equipment, meet with the Union and provide them with data regarding the proposed installation, number and classification of employees likely to be affected by the change. The Union acknowledges that in no way does the foregoing impede the right of the Company to make technological changes and that such changes may be made at the sole discretion of the Company.

In the event of such technological change the Company will provide employees with the following information in writing:

- the nature of a change
- the proposed time frame
- the approximate number, classification and location of employees likely to be affected by the change
- information regarding the new and changed jobs that may be available on completion of the change

It is also the responsibility of the Company, where new skills are required because of technological change, to provide the required training for employees working with the new technology. It is the responsibility of the employee to take the necessary training.

## **ARTICLE 5 - LABOUR MANAGEMENT JOINT COMMITTEE**

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- 5.1 It is understood that there is a direct connection between employment security, employee empowerment, and the flexible use of employees' skills. The intent is that the net effect of changes in technology, sales, the economy and employee improvements will not result in the layoff of employees.

The parties acknowledge the mutual benefits to be derived from ongoing joint consultation. The Labour Management Joint Committee (LMJC) is established to provide such a process.

LMJC meetings will be held when required in addition to regular meetings which will be held not less than once per month.

No LMJC meetings will be official unless two members are present from each of the Company and the Local Union Executive.

The LMJC cannot alter or amend the Collective Agreement in any way that is contrary to the Corporate principles and/or Union principles, bylaws and constitution.

### 5.2 Workplace Innovation

Not precluding Management's rights to direct or implement workplace innovations, the LMJC will discuss/review workplace innovations of mutual interest that affect Union members. This committee will serve to discuss/review workplace innovations prior to implementation.

Workplace innovation includes: self-directed work teams, continuous improvement and significant changes to job re-organization.

The LMJC will, in the spirit of mutual respect, work co-operatively in the expeditious resolution of any conflicts arising from these issues.

## ARTICLE 6 - UNION REPRESENTATION

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6.1 The Company and the Union mutually agree that the Local Union Executive will be paid their regular wages and benefits by the Company when conducting Union business, as well as negotiations and grievances during working hours. The Local Union Executive will not be unreasonably absent from regular work duties, and will consider current business priorities. Time spent by Local Union Executives, outside of regularly scheduled working hours, will be considered time worked, provided this time is approved, in advance, by the Local Union Executive's Manager/Supervisor. When a particular Local Union Executive is required in an emergency situation or for scheduled meetings with Labour Management Committees (i.e. LMJC, Benefits Committee, etc) the Manager/Supervisor will be notified. In all cases the Manager/Supervisor and the Local Union Executive will agree to how time worked outside of business hours will be recognized.

The Local Union Executive shall have the right to attend conferences and seminars, from time to time, such time to be mutually agreed upon between the Company and the Union.

It is further recognized that the members of the Local Union Executive or designates will participate in educational opportunities outside of the workplace, for the purpose of acquiring the necessary skills and tools to conduct their business with the membership and the Company in a responsible, timely and knowledgeable manner. The Local Union Office Manager will submit a training plan for approval of wages to be paid by the Company once yearly prior to budget time based on forecasted education and training requirements. Budget deadlines will be communicated at the LMJC meeting.

The Company acknowledges the right of the Union members to appoint or otherwise select a Local Union Executive of no more than seven members, consisting of three Officers and four Employee Representatives.

The Company will provide the Local Union an office to conduct their business.

6.2 A Grievance Committee of not more than three members appointed by the Local Union Executive shall meet with not more than three representatives of the Company for any grievance in accordance with the provisions of Article 27 of this Agreement.

6.3 The Negotiating Committee of not more than two members plus the President, Vice President, Office Manager of the Local Union, a representative of the CNFIU and any consultants appointed by the Union, will represent the employees in negotiations for renewal of this Agreement.

6.4 The Local Union Executive shall keep the Company advised in writing of the names of members of Committees, Representatives and elected officers and any changes that might occur.

6.5 The Company will supply the Local Union as they arise:

- a copy of any job postings
- copies of the names of successful job candidates
- temporary employee information prior to employment, as well as, job classification, member who they are replacing, specific duration of employment.

On a monthly basis the Company will supply the Union:

- a seniority list, including as a minimum, information known to Human Resources regarding members' status as per STD, LTD, Maternity Leave, Leave of Absence and WSIB and dates that status changed.

As requested the Company will supply the Union:

- An anonymous list of overtime hours worked YTD.
- Employee's names and addresses will be forwarded to the Union twice per year when requested by the Union. Phone numbers will be provided upon request, with written permission from the employee.
- A breakdown of benefit coverage (single, family or non-user) for medical and dental.
- An anonymous list of ages and hourly rates with bargaining unit indicators.
- Access to an employee's personnel file with that employee's written permission.
- Organizational chart.

## **ARTICLE 7 - STRIKES AND LOCKOUTS**

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7.1 It is agreed that the Union will not, during the life of this Agreement, authorize, promote, direct, condone, or encourage any strike, slowdown or other curtailment or restriction of production or interference with work in or about the Company's premises, nor will employees take part in such actions.

It is agreed that the Company will not, during the life of this Agreement, lockout employees.

## **ARTICLE 8 - DEDUCTION OF UNION DUES**

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- 8.1 As a condition of employment all employees hired into a Union position including probationary employees as described in Article 22, and Casuals as described in Letter of Understanding No 2, shall be required to pay the regular amount of Union dues, as appropriately certified to the Company from time to time by the National Union from the first day of employment. This does not include employees hired into Union positions under temporary positions less than 20 days.
- 8.2 The Company will provide for the deduction of Union dues from an employee's pay as directed from time to time by the National Union. Dues shall be deducted on the first and second pay period of each month or as otherwise agreed to by the Company and the Union. Such dues shall be remitted directly to the National Union on the 15th of the month following the month the dues were deducted together with a list of all employees for whom the deduction was made.
- 8.3 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee for amounts deducted from wages as herein provided.
- 8.4 Union members shall remain in good standing and will be required to pay dues while receiving Short Term Disability for one or more full work weeks.
- 8.5 The Company agrees that the total annual dues deducted from each employee will be recorded on their annual T4 slip for Income Tax Purposes.

## ARTICLE 9 - WORKING CONDITIONS

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### 9.1 Health and Safety

The Company and the Union agree to conform to all of the provisions of the Occupational Health and Safety Act and the regulation for industrial establishments, and to exert joint efforts to prevent industrial injury or illness through a Joint Environmental, Health and Safety Committee.

9.2 If requested, the Company and/or the Local Union Representative or designate will assist an employee when filling out a report required by the Workplace Safety and Insurance Board (WSIB). On request, in writing, an employee will receive a copy of all documentation regarding the claim.

9.3 Personal Safety Equipment Upon proof of purchase, the Company will contribute to the cost of 1 pair of safety shoes or boots up to a maximum of \$150.00 (including taxes) not more frequently than once in a 12 month period, for members who regularly work in any area designated as a safety shoe area by the Joint Environmental, Health and Safety Committee.

The above will not be available to employees during the probationary period. However, employees who purchase safety shoes during the probationary period will be entitled to reimbursement in the appropriate amount on completion of the probationary period.

Safety shoes destroyed while at work for the Company or deteriorated following normal utilization before the 12-month period will also be replaced at the JEH&S committee's discretion.

9.4 Those persons employed in other areas, who, in the judgment of their Manager/Supervisors, work in a designated area enough to warrant the wearing of safety shoes, shall be entitled to the same allowance.

9.5 The Company will pay for the cost of prescription safety glasses as per the Prescription Safety Policy as amended from time to time.

9.6 The Company will supply and maintain hearing protection devices, clean work smocks, special gloves, coveralls, safety glasses and safety helmets, safety harnesses, etc., for use in required areas as determined by the Joint Environmental, Health and Safety Committee or other Authority.

## ARTICLE 10 - NORMAL WORK WEEK

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The principles around this Article are...

- that individual employee needs are recognized
- no negative impact to business measurements
- ensuring business needs are realized
- managed by the team and approved by the Manager/Supervisor

10.1 The following paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

The normal work week shall be as follows, from Monday to Friday inclusive, excluding shift schedules as defined in Articles 10.3 iii) and subject to Article 10.6.

10.2 OFFICE/SALARIED EMPLOYEES:

### Normal Work Week

Thirty-seven and one half hours (37.5) per week or 40 hours per week for Product/Service employees.

### Flex Hour Program

Core hours are 9:00 a.m. to 3:00 p.m. during which all employees must be at work except for their lunch period (minimum ½ hour) and totalling 7½ hours per day or 8 hours per day for Product/Service employees.

Flex hour schedules must be scheduled in advance and agreed to by the Manager/Supervisor and must be communicated to internal and external customers.

In areas where business needs require coverage beyond the hours outlined in this Article, it is agreed that the Manager/ Supervisor of the area will work in consultation with the team in the area affected to come to an agreement on hours of work to provide the necessary coverage. In cases where teams cannot agree to common work hours the hours of work will be determined by the Manager/Supervisor.

The continuance of flex hours will be conditional upon maintaining or exceeding current business measurements including but not limited to: on-time delivery, absenteeism and Quality measures.

It is understood that if these measurements are not maintained, the Company may cancel the Flex Hour program on an individual, team or department basis and revert to a fixed start time determined by the department Manager/Supervisor.

### Summer Hours

For summer hours starting the Friday before Victoria Day until the Friday before Labour Day, summer core hours are:

Monday to Thursday – 8:30 a.m. to 3:00 p.m.

Friday – 8:30 a.m. to 11:30 a.m.

For summer hours where the Company has a need to maintain coverage it is agreed that the Manager/Supervisor of the area will work in consultation with the team in the area affected to come to an agreement on hours to provide the necessary coverage. In cases where teams cannot agree to common work hours the hours of work will be determined by the Manager/Supervisor.

Overtime is paid after the normal work week as determined in conjunction with summer hours and flex hours.

## 10.3 PRODUCTION/HOURLY EMPLOYEES

### Normal Work Week:

Forty hours (40) per week.

In areas where business needs require coverage beyond the hours of work outlined in this Article, it is agreed that the Manager/ Supervisor of the area will work in consultation with the team in the area affected to come to an agreement on hours of work, to provide the necessary coverage. In cases where teams cannot agree to common work hours the hours of work will be determined by the Manager/Supervisor.

These hours of work must be scheduled, in advance, as normal working hours.

Overtime is paid after the normal work week as determined in conjunction with summer hours and flex hours.

Shift times will be as follows:

Leaders:

Start times: 15 min. prior to shift

Lunch: 45 min. (unpaid)

i) One shift areas:

Flex Hour Program:

Core hours are 9:00 a.m. - 3:00 p.m. during which Employees must be at work except for a lunch period (½ hr unpaid break) and totaling 8 hrs per day.

Start times will be one of the following:

5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m.

Flex hour schedules must be scheduled in advance and agreed to by the team and the Manager/Supervisor, and must be communicated to internal and external customers.

Production/Hourly Employees working on specified Manufacturing Teams will be required to work the same hours including start times, break times and lunches. The Teams requiring these hours of work will be determined and identified by the Manager/Supervisor. The hours of work will be determined by the team and agreed to by the Manager/Supervisor. In cases where teams cannot agree to common work hours, the hours of work will be determined by the Manager/Supervisor.

The continuance of flex hours will be conditional upon maintaining or exceeding current business measurements including but not limited to: on-time delivery, absenteeism and Quality measures.

It is understood that if these measurements are not maintained, the Company may cancel the Flex Hour program on an individual, team or department basis and revert to a fixed start time determined by the department Manager/Supervisor.

ii) Two Shift Areas:

Day Shift: 6:30 a.m. to 3:00 p.m. – 5 eight (8) hour shifts  
Monday to Friday (½ hour unpaid meal break)

Afternoon Shift: 3:00 p.m. to 11:30 p.m. – 5 eight (8) hour shifts  
Monday to Friday (½ hour unpaid meal break)

- 2 shift areas are not eligible for the flexible hour program.
- Persons working the afternoon shift will receive a \$0.90 per hour shift premium.
- Shift premium will be paid to employees when they actually work the hours in the shift.
- Shifts will be filled based on seniority basis.

iii) Three shift areas:

Day Shift: 6:45 a.m. to 3:00 p.m. 5 eight (8) hour shifts  
Monday to Friday (½ hour meal break, ¼ hour paid, ¼ hour unpaid)

Afternoon Shift: 2:45 p.m. to 11:00 p.m. 5 eight (8) hour shifts  
Monday to Friday (½ hour meal break, ¼ hour paid, ¼ hour unpaid)

Midnight Shift: 10:45 p.m. to 7:00 a.m. 5 eight (8) hour shifts  
Sunday to Friday morning (½ hour meal break, ¼ hour paid, ¼ hour unpaid)

- 3 shift areas are not eligible for the flexible/summer hour program.
- Shifts are not rotational.
- Persons working the afternoon shift will receive a \$0.90 per hour shift premium.
- Persons working the midnight shift will receive a \$1.05 per hour shift premium.
- Shift premium will be paid to employees when they actually work the hours in the shift.
- Initially, the shift will be filled on a seniority basis (by preference.) Thereafter, vacancies will be filled for the shift where the opening occurs.

iv) Warehouse and inspection

Start times will be one of the following:

5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m., 9:00 a.m.,  
3 p.m.

In the case of any other start time, the start time must be agreed to by Manager/Supervisor, the Union and the impacted employee.

### Summer Hours

For summer hours starting the Friday before Victoria Day until the Friday before Labour Day, summer core hours are:

Monday – Thursday:	Day Shift:	6:00 a.m. – 3:30 p.m. (9 hour shift)
	Afternoon Shift:	3:30 p.m. – 1:00 a.m. (9 hour shift)
	<u>Leaders:</u>	
	Day Shift	5:45 a.m. - 3:30 p.m. (3/4 hour lunch, unpaid)
	Afternoon shift:	3:15 p.m. – 1 a.m. (3/4 hour lunch, unpaid)
Friday:	Day shift:	7:00 a.m. – 11:00 a.m. (4 hour shift)
	Afternoon Shift:	11:00 a.m. – 3:00 p.m. (4 hour shift)
	<u>Leaders:</u>	
	Day Shift:	7 a.m. – 11 a.m.
	Afternoon shift:	10:45 a.m. – 2:45 p.m.

#### 10.4 Shift Cancellation

If an employee reports for work at the normal starting of the shift and their regular job is not available they get 4 hours pay or receive an alternative work assignment. They are not entitled to pay or alternate work if any of the following conditions apply:

1. if they receive a minimum of 4 hours advanced notice;
2. plant or equipment has been damaged by fire, lightning or flood;
3. interruption is beyond the Company's control;
4. where the employee is not willing to accept alternate work that is reasonable in nature;
5. employee cannot be contacted because they have not informed the Company of their latest telephone number.

## 10.5 Shift Changes

Employer and Employees recognize the need for employees to occasionally change shifts in order to meet customer requirements. When necessary, the employer shall ask the employee to change their shift as soon as possible but no greater than 2 weeks. Employees will not unreasonably delay the requested change.

When a work centre changes from a shift to any other shift i.e. 1 shift to 2 shifts, initially it will be filled by plant wide seniority. Priority for filling the shifts will be given to resident employees. Following this process, vacancies would be filled by the job posting provisions.

It is understood that from time to time shift rebalancing may be necessary, however the Union and the Employer agree such rebalancing will only occur no more than four (4) times per year unless prior discussion with the Union. In the event a rebalancing is necessary, the Employer will give as much notice as possible, but will give no less than 2 weeks' notice.

10.6 When business conditions require it, and at the request of the Company, the parties will negotiate the conditions for the implementation of other shifts.

## 10.7 Continental Shift

### **Shift Assignment Process**

1. Prior to implementation or extension, the Company will meet with the union executive to discuss where the continental shift will be implemented and to provide a start and end date.

If duration less than three (3) months:

- i. Resident employees will be required to remain in the work centre for the duration
- ii. Resident employees must indicate shift preference
- iii. Shift assignment will be determined by seniority
- iv. Additional positions will be filled by a "Training Opportunity Posting" (TOP)
- v. Remaining openings will be filled in accordance with Article 25 of the collective agreement
- vi. When continental is no longer required, employees will be reassigned shifts based on shift preference and seniority

If during the first three months of the continental it is deemed necessary to extend shift beyond three months:

- i. When it is determined that the continental shift is going beyond the initial three month duration, employees will provide their plant wide shift preference, and will be given the opportunity to be re-assigned after the initial three month period.
- ii. Resident employees will have the option to be reassigned to other shifts based on shift preference and seniority
- iii. Additional positions will be filled by a "Training Opportunity Posting" (TOP)
- iv. Remaining openings will be filled in accordance with Article 25 of the collective agreement
- v. When continental is no longer required, employees will be reassigned shifts based on shift preference and seniority

If duration is more than three (3) months

- i. Resident employees will be required to remain in the work centre while the Company trains junior employees, to a maximum of three (3) months.
- ii. Resident employees must indicate shift preference
- iii. Shift assignment will be determined by seniority
- iv. Additional positions will be filled by a "Training Opportunity Posting" (TOP)
- v. Remaining openings will be filled in accordance with Article 25 of the collective agreement
- vi. When continental is no longer required, employees will be reassigned shifts based on shift preference and seniority

### **Normal Work Week**

2. For the purposes of Article 10 of the Collective Agreement, the normal work week for the continental shift will start on Sunday morning at 7:00 a.m. and end on the following Sunday at 7:00 a.m. The continental shift will permit the Company to operate the work centre on a twenty-four (24) hour/seven (7) day per week schedule.

Hours of Work - The normal length of each shift on the Continuous Operation schedule will be twelve (12) hours except for the four (4) hour shift on Thursdays identified in Continental Shift Schedule.

Day Shift: 7:00 a.m. – 7:00 p.m.

Night Shift: 7:00 p.m. – 7:00 a.m.

This will average forty (40) hours per week on a four (4) week cycle. Please refer to the attached Continental Shift Schedule.

Summer hours as provided in Article 10 of the Collective Agreement do not apply to employees working the continental shift.

### **Rest Periods**

3. Article 12.1 of the Collective Agreement is modified to provide as follows:

All employees on twelve (12) hour shifts will receive one (1) thirty (30) minute paid lunch period and three (3) fifteen (15) minutes away from the work station per shift to be scheduled subject to the requirements of operations.

All employees on the four (4) hour Thursday day and night shift will receive one (1) fifteen (15) minutes away from the work station after the first half of the shift.

### **Shift Premium**

4. Employees working a seven (7) day continental shift shall receive a night shift premium of \$1.05 per hour for all work performed during the (12) hour night shift.
5. It is understood and agreed there shall be no pyramiding of premiums or bonus payments. Shift premiums shall not be used as a basis for the calculation of overtime.

### **Overtime**

6. Article 13 of the Collective Agreement does not apply to employees working the continental shift. The following provisions will govern overtime for all employees working the continental shift.
7. Under the four week shift schedule, the regular schedule will be a two week period with a total of eighty-four (84) hours (Period A) and a two week period for a total of seventy-six (76) hours (Period B). Overtime will be paid at a rate of 1.5 X the hourly rate for hours in excess of eighty-four (84) hours in Period A and 1.5 X the hourly rate for hours in excess

of seventy-six (76) hours in Period B. Double time will be paid at a rate of 2 X the hourly rate for overtime hours in excess of 16 hours in Period A and 16 hours in Period B.

### **Vacation**

8. For the purposes of Article 14 of the Collective Agreement a vacation week is any period of seven (7) consecutive days and vacation will be used and hours paid in accordance with the employee regular schedule. For the purposes of one-day-at-a-time vacation on the Continental Shift schedule, employees may elect to take (40) hours as one-day-at-a time vacation.

### **Holidays**

9. For the purposes of Article 15, Article 15.2 does not apply and the following provision governs Holidays for all employees working the continental shift. Articles 15.1 and 15.3 to 15.5 continue to apply.
10. Employees working the seven (7) day continental shift may be required to work all statutory and plant holidays as defined by Article 15.1 of the Collective Agreement. If an employee is scheduled to work on a holiday, the employee will be paid one and one half times (1.5x) the regular rate of pay for all hours worked on the holiday plus public holiday pay for the holiday as per the legislation. Employees not scheduled to work on a holiday will not be given a substitute day off and instead will be paid public holiday pay for the holiday as per the legislation.

### **Bereavement Pay**

11. Article 17.1 of the Collective Agreement applies to all employees working a continental shift. Article 17.2 does not apply and is subject to the following modification:

Employees will be entitled to take up to forty (40) hours off work with pay to be taken at the time of the death of a spouse (as defined in the glossary), child, parent, brother, sister or grandchild. Employees will be entitled to twenty-four (24) hours of work with pay to be taken at the time of the death of any of the following:

- Grandparent, Great Grandparent ;
- parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law.

**Benefits**

12. Article 21.8 of the Collective Agreement applies to all employees working a continental shift.

**CONTINENTAL SHIFT SCHEDULE**

	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT
	<b>WEEK 1</b>							<b>WEEK 2</b>						
<b>Day Shift TEAM 1</b>	7am - 7pm	--	--	7am - 7pm	7am - 7pm	--	--	--	7am - 7pm	7am - 7pm	--	--	7am - 7pm	7am - 7pm
<b>Night Shift TEAM 2</b>	7pm - 7am	--	--	7pm - 7am	7pm - 11pm	--	--	--	7pm - 7am	7pm - 7am	--	--	7pm - 7am	7pm - 7am
<b>Day Shift TEAM 3</b>	--	7am - 7pm	7am - 7pm	--	--	7am - 7pm	7am - 7pm	7am - 7pm	--	--	7am - 7pm	7am - 11am	--	--
<b>Night Shift TEAM 4</b>	--	7pm - 7am	7pm - 7am	--	--	7pm - 7am	7pm - 7am	7pm - 7am	--	--	7pm - 7am	7pm - 7am	--	--

	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT
	<b>WEEK 3</b>							<b>WEEK 4</b>						
<b>Day Shift TEAM 1</b>	7am - 7pm	--	--	7am - 7pm	7am - 11am	--	--	--	7am - 7pm	7am - 7pm	--	--	7am - 7pm	7am - 7pm
<b>Night Shift TEAM 2</b>	7pm - 7am	--	--	7pm - 7am	7pm - 7am	--	--	--	7pm - 7am	7pm - 7am	--	--	7pm - 7am	7pm - 7am
<b>Day Shift TEAM 3</b>	--	7am - 7pm	7am - 7pm	--	--	7am - 7pm	7am - 7pm	7am - 7pm	--	--	7am - 7pm	7am - 7pm	--	--
<b>Night Shift TEAM 4</b>	--	7pm - 7am	7pm - 7am	--	--	7pm - 7am	7pm - 7am	7pm - 7am	--	--	7pm - 7am	7pm - 11pm	--	--

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	TOTAL
<b>TEAM 1</b>	36	48	28	48	160
<b>TEAM 2</b>	28	48	36	48	160
<b>TEAM 3</b>	48	28	48	36	160
<b>TEAM 4</b>	48	36	48	28	160

## **ARTICLE 11 – REPORTING FOR WORK**

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- 11.1 The Company will take reasonable steps to give employees advance notice of any change or cancellation of regular working hours per the Emergency Plant Closures Policy and will be paid according to the provisions in the policy.
- 11.2 When an employee suffers an industrial injury while at work for the Company and has obtained the necessary and proper first aid and leaves the plant to obtain medical attention, then, if they are unable to return to work, or are directed not to do so, they will be paid for the remainder of the shift in which they left the plant. If the employee is able to return to work they shall be paid for that part of the shift they were absent receiving medical attention.
- 11.3 Any employee called to work from other than Company premises, at a time other than regular working hours, will be guaranteed work or pay for a minimum of three hours at double time their regular rate for such call-in.

## ARTICLE 12 - REST PERIODS

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- 12.1 All employees are entitled to one fifteen minutes away from the work station, in the first half of a shift and one fifteen minutes away from the work station in the second half of a shift, each shift of the normal work week.
- 12.2 Employees scheduled to work overtime are entitled to rest periods, during the overtime period, as follows:
- i. For overtime periods of 1 to 60 minutes; no rest period.
  - ii. For overtime periods of 61 to 180 minutes duration; one fifteen minutes away from the work station, which can be taken either between the end of the regular shift and the commencement of the overtime, or approximately mid-way through the overtime period.
  - iii. For overtime periods of 181 to 360 minutes duration; one fifteen minutes away from the work station and one unpaid half hour eating period.
  - iv. For overtime periods of 361 to 480 minutes duration, inclusive; two fifteen minutes away from the work station and one unpaid half hour eating period.

## **ARTICLE 13 - OVERTIME**

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13.1 Overtime is defined as, the time worked by an employee in excess of those hours contained in their normal week as stated in Article 10. If occasions arise necessitating overtime, employees are expected to co-operate with the Company. When overtime is required, the Company will provide employees with as much notice as possible. Overtime hours will be assigned in accordance with the following provisions.

### Voluntary Overtime:

Overtime will be offered in order of seniority on a rotating basis to the employee who possesses the appropriate skill, ability and qualifications as follows:

- 1<sup>st</sup> within a team to all available resident employees;
- 2<sup>nd</sup> within the qualified employees within the classification as per the training data base;
- 3<sup>rd</sup> within qualified employees outside the classification as per the training data base;
- 4<sup>th</sup> within the casual pool.

If overtime requirements remain unfilled after the voluntary overtime provisions have been exhausted, then the provisions of mandatory overtime will be implemented.

### Mandatory Overtime:

Employees who possess the appropriate skill, ability and qualifications will be mandated to work overtime as follows:

On the first occasion where mandatory overtime is required, the qualified casual employee and then the junior employee will be mandated to work.

The next occasion where mandatory overtime is required, the next most junior employee will be mandated to work.

Once an employee has been required to work mandatory overtime, their name will be placed at the end of the mandatory overtime list and they will not be required to work mandatory overtime again until the list of employees has been exhausted and everyone has been required to work mandatory overtime.

Once an employee has worked 50 hours mandatory overtime per calendar year, he/she shall not be required to work any further mandatory overtime.

The Company may, at its discretion, re-schedule alternative mandatory overtime in cases of employees' prior commitments or on compassionate grounds.

The Company will give thirty-six (36) hours notice for mandatory overtime, except in a case of emergency, at which point, the Company will provide at least twenty-four (24) hours notice.

Emergency is defined as a situation beyond the reasonable control of the Company which prevents its normal operation.

Examples of emergency situations:

- natural disasters (very extreme weather);
- major equipment failures;
- fire and floods;
- an accident or breakdown in machinery that would prevent others in the workplace from doing their jobs (for example, the shutdown of an assembly line in a manufacturing plant).

13.2 An employee who has worked overtime which has been approved by the Company shall receive overtime pay in accordance with the following schedule:

OVERTIME WORKED	OVERTIME PAY
<p>Production/Hourly and Product/Service Employees Hours worked in excess of the normal work week up to and including 48 hours a week</p> <p>Office/Salaried Employees Hours worked in excess of the normal work week up to and including 45 hours a week</p> <p>Saturday (when mandated)</p>	<p>One and one half times the Employee's regular rate</p>
<p>Production/Hourly and Product/Service Employees Hours worked in excess of 48 hours per week provided 8 hours have been worked at one and one half times the employee's regular rate</p> <p>Office/Salaried Employees Hours worked in excess of 45 hours per week provided 7.5 hours have been worked at one and one half times the employee's regular rate</p>	<p>Double the Employee's regular rate</p>
<p>Sunday (if worked a minimum of 5 hours or full shift if less than 5 hours on Saturday), Statutory, or Plant Holiday per Article 15.1</p>	<p>Double the Employee's regular rate</p>

13.3 There shall be no pyramiding of premiums under this Article, or any other Article of this Agreement.

13.4 When business needs require it, employees may be asked to work on Plant Holidays or on Sunday.

13.5 Banked Hours

The following defines the conditions under which overtime hours may be banked in lieu of receiving overtime pay. Overtime hours may be banked and paid at the rate of one regular hour worked for one hour off. The first four (4) hours will count towards double time (8 Hours overtime worked can be 4 hours banked and 4 hours at 1.5 times. Next overtime hours are double time in the same week)

i. Subject to the requirements of the Employment Standards Act, which require that overtime be paid after 44 hours per week, authorized overtime less than 44 hours per week may be banked one for one, upon the request of the employee and with the agreement of the Manager/Supervisor.

ii. The minimum deposit to banked hours will be at ½ hour increments and ¼ increments thereafter. The maximum deposit to banked hours will be 8 hours in any one week for production/hourly and product service employees and 7.5 hours in any one week for Office/Salaried employees.

Any hours in addition to 44 hours will be banked at 1.5 times the regular rate.

iii. Production/Hourly and Product Service employees may bank hours up to a maximum 40 hours and Office/Salaried employees may bank hours up to a maximum of 37.5 hours.

iv. Minimum withdrawal will be ¼ hour for any one transaction. Maximum withdrawal will be 40 hours for Production/Hourly and Product Service employees and 37.5 hours for Office/Salaried employees for any one transaction.

v. Requests to use banked time must be made in advance and mutually agreed upon with the employee and the Manager/Supervisor. Note: business requirements and coverage take precedence when determining whether banked hours can be withdrawn. Permission will not be unreasonably withheld.

The following is only a suggested guideline of requests for withdrawals of banked time:

15 min	1 day notice
1 day	1 week notice
1 week	2 weeks notice

The following is only a suggested guideline for approval of withdrawals of banked time:

15 min	2 days notice
1 day	2 days notice
1 week	1 weeks notice

If an employee's request to use banked time is denied for an absence that would be considered an Emergency Day under the ESA, an Emergency Day will not be applied if the time is made up.

## ARTICLE 14 - VACATIONS

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14.1 The following is the vacation schedule relative to the vacation year beginning July 1st and ending the following June 30th.

<b>Service</b>	<b>Vacation</b>	<b>Payment</b>
6 months and less than 1 year	1 week	4% of gross pay
1 year and less than 5 years	2 weeks	4% of gross pay
5 years and less than 10 years	3 weeks	6% of gross pay
10 years and less than 15 years	4 weeks	8% of gross pay
15 years and less than 25 years	5 weeks	10% of gross pay
More than 25 years	6 weeks	12% of gross pay

Members who have completed the minimum service requirements, but less than the maximum service requirements, shall receive the scheduled number of weeks vacation at the scheduled rate of payment of wages paid during the previous vacation year from the date of hiring to June 30<sup>th</sup>, or the scheduled number of vacation weeks pay, at the rate of pay in effect on June 30<sup>th</sup>, whichever is greater.

14.2 It is the intention of the Company to notify employees of plant shutdown no later than March 1st of each year.

**If there is a two week shutdown, the weeks are:**

2018: July 3<sup>rd</sup> to July 6<sup>th</sup> inclusive  
Aug 27<sup>th</sup> to Aug 31<sup>st</sup> inclusive

2019: July 2<sup>nd</sup> to 5<sup>th</sup> inclusive  
Aug 26<sup>th</sup> to 30<sup>th</sup> inclusive

2020: June 29<sup>th</sup> to July 3<sup>rd</sup> inclusive  
Aug 31<sup>st</sup> to September 4<sup>th</sup> inclusive

The first week of shutdown includes the Canada Day Statutory Holiday and four (4) vacation days. The 5<sup>th</sup> vacation day will be used on Christmas Eve.

**If there is a one week shutdown**, the week will be chosen by the Company from the 2 weeks above.

If there is a plant shutdown, due to the impact of lengthy vacations on plant operations, members with more than 2 week vacation must arrange with management for a mutually satisfactory time for the balance of their vacation period, but not earlier than the beginning no later than the end of the calendar year, providing always that the vacation taken does not exceed the vacation earned.

If there is no plant shutdown, due to the impact of lengthy vacation on plant operations, members must arrange all their vacation with management for a mutually satisfactory time but not earlier than the beginning nor later than the end of the calendar year, providing always that the vacation taken does not exceed the vacation earned.

- 14.3 Requests for all vacation, with the exception of plant shutdown, must be submitted to the employee's immediate Manager/Supervisor no later than March 15<sup>th</sup> each year. This will facilitate requests being scheduled, planned and easily accommodated. The Manager/Supervisor will let the employee know if their request has been granted no later than April 15<sup>th</sup> each year. Requests submitted prior to March 15<sup>th</sup> will be granted based on seniority by team based on the residency at time of approval.

All requests for one week or more of vacation will be considered by seniority prior to all requests for a single day. Minimum request will be for two (2) hours of vacation.

Employees who have available vacation following April 15<sup>th</sup> must submit their vacation request based on posted available vacation dates no later than May 1<sup>st</sup>. The Manager/Supervisor will notify the employee if their request has been granted no later than May 15<sup>th</sup> each year. Requests submitted prior to May 1<sup>st</sup> will be granted based on seniority by team based on the residency at time of approval.

Following these submissions any remaining vacation, not booked, will be granted based on posted available vacation dates and on a first come first served basis for requests submitted after May 15<sup>th</sup>. Any vacation in excess of three (3) days not booked by July 1<sup>st</sup> will be booked by the manager. The three (3) days must be booked by September 15<sup>th</sup>.

Should business circumstances prevent an employee from using their scheduled additional vacation by the end of the calendar year they may choose one of the following options:

- i. They may carry over a maximum of one week vacation time and pay to the following year. This carried forward time must be used before June 30<sup>th</sup> of the carry forward year. Any unused vacation in excess of the maximum one week available to be carried over will be paid in February. Vacation time allotted will be foregone.

- ii. They may choose to receive any vacation pay owed and forgo vacation time entitlement. Election to receive payout will only be available in February.

14.4 Full vacation pay is not earned until the end of the vacation year ending the 30<sup>th</sup> of June.

14.5 Members who have been off work during the vacation year but who have worked eight months or more during the vacation year starting July 1<sup>st</sup> or were absent due to pregnancy and parental leave, will be paid full vacation pay as per schedule.

Members who have worked less than eight months during the vacation year or leave the organization will be paid the scheduled vacation percentage of their gross wages for the period worked. The percentage used is dependent on the amount of vacation their length of service would entitle them to during that vacation year.

14.6 A member who is entitled to an additional week of vacation after June 30<sup>th</sup> in their anniversary year may elect to take their additional week prior to the actual anniversary date.

If a member elects to take unearned vacation and that member subsequently leaves the company, the company will deduct the unearned vacation paid from the member's final pay.

## ARTICLE 15 - HOLIDAYS

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15.1 The following are the individual statutory and other plant holidays that will be observed.

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- One day before Christmas (may be used as a floater when mutually agreed.)
- Christmas Day
- Boxing Day
- Two Floating Holidays

15.2 When any of the holidays fall on a Saturday or Sunday, the holiday will be observed on the following Monday.

Canada Day will be observed as per Siemens Milltronics holiday schedule.

15.3 Payment will be made to an employee who has worked the regular scheduled work day immediately preceding and following the holiday, or provided reasons satisfactory to the Company.

Hourly employees who have worked more than 30 days will be paid 8 hours for statutory holidays.

15.4 Should a holiday occur during an employee's vacation, an additional vacation day will be granted.

15.5 The days on which the plant holidays and the Christmas, Boxing Day and New Year's statutory holidays will be observed are as follows:

### **Year 1 of Contract (2018-2019)**

Vacation Day	Monday, December 24 <sup>th</sup>
Christmas Day	Tuesday, December 25 <sup>th</sup>
Boxing Day	Wednesday, December 26 <sup>th</sup>
Floater	Thursday, December 27 <sup>th</sup>
Floater	Friday, December 28 <sup>th</sup>
Floater	Monday, December 31 <sup>st</sup>
New Year's Day	Tuesday, January 1 <sup>st</sup>

### **Year 2 of Contract (2019-2020)**

Vacation Day	Tuesday, December 24 <sup>th</sup>
Christmas Day	Wednesday, December 25 <sup>th</sup>
Boxing Day	Thursday, December 26 <sup>th</sup>
Floater	Friday, December 27 <sup>th</sup>
Floater	Monday, December 30 <sup>th</sup>
Floater	Tuesday, December 31 <sup>st</sup>
New Year's Day	Wednesday, January 1 <sup>st</sup>

### **Year 3 of Contract (2020-2021)**

Vacation Day	Thursday, December 24 <sup>th</sup>
Christmas Day	Friday, December 25 <sup>th</sup>
Boxing Day	Monday, December 28 <sup>th</sup>
Floater	Tuesday, December 29 <sup>th</sup>
Floater	Wednesday, December 30 <sup>th</sup>
Floater	Thursday, December 31 <sup>st</sup>
New Year's Day	Friday, January 1 <sup>st</sup>

## **ARTICLE 16 - JURY/WITNESS PAY**

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- 16.1 An employee who is selected for service as a juror or who is subpoenaed as a witness, and returns to work for those periods during their regular working hours when not on duty, will be paid for regular earnings lost due to the jury or witness duty. This will usually be done by the employee receiving their regular pay and endorsing their cheque from the courts over to the Company. Any hours spent in court will be deducted from their regularly scheduled shift. Allowances will be made for shift workers regarding their shift.
- 16.2 Jury or witness duty is considered to be hours worked for the purposes of determining eligibility for holiday pay.

## **ARTICLE 17 - BEREAVEMENT PAY**

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17.1 An employee absent from work due to the death and attendance at the funeral of the relatives (including step) listed in Article 17.2 will be paid bereavement pay for time not worked up to the maximum number of working days for each such bereavement.

17.2 Bereavement pay of 5 working days applies upon the death of a spouse (as defined in the glossary), child, parent, brother, sister, grandchild, or parent-in-law.

Bereavement pay of 3 working days entitlement applies upon the death of any of the following:

- Grandparent, great grandparent;
- son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law.

## **ARTICLE 18 - LEAVE OF ABSENCE**

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18.1 If business conditions allow, the Company may grant personal requests for unpaid Leave of Absence. Requests for leave of absence are to be made in writing to the Human Resources Department as far in advance as possible. All vacation entitlement other than scheduled vacation must be used prior to the granting of a leave of absence. Members will receive a response in writing. The Company will endeavour to balance employee needs with business needs when considering granting the leave of absence.

## **ARTICLE 19 - FINANCIAL ASSISTANCE FOR EDUCATION**

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19.1 Tuition will be paid by the Company for pass marks in courses per the Siemens Canada Employee Training and Development Policy which will be of benefit to the Company and the member in their career with the Company, providing prior written approval has been obtained from the Company. A copy of the policy can be obtained from the Human Resources department or through the HR Forms / Policies / Procedures intranet.

## ARTICLE 20 - PENSION PLAN

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### 20.1 Pension Plan

The Company Pension Plan for employees shall be in effect and will be governed in text as filed with the Pension Commission of Ontario.

Eligible employees as defined in the plan text hired after July 1, 2002 will be enrolled in the defined contribution pension plan effective their date of hire. The Company will contribute an amount equal to 3% of pensionable earnings to the defined contribution plan. Optional contributions to the savings plan are available as the chart summarizes:

if you have... ...years of service	...the contributions You make up to...	..will be matched at 75% to a maximum contribution from the Company of...
Less than 3	3% of base wage	2.25% of base salary
3 years to 9	4% of base wage	3.00% of base salary
10 or more	5% of base wage	3.75% of base salary

For further information, please refer to the Pension Booklets available from the Human Resources department.

## ARTICLE 21 - BENEFITS

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The Company pays 100% of the premium for each of the following benefits.

The benefit plans outlined below will be made available to eligible employees as defined in the benefits master agreement. Benefit outline booklets will be provided to new employees; existing employees may request a benefit booklet. Access to the master agreement by employees will be made available by Human Resources. The following outlines the principal features included in the benefits program, but they are not to be considered the contract of insurance.

### 21.1 Group Life Insurance

Each eligible employee is insured for two times his/her basic annual earnings plus two times his/her basic annual earnings for accidental death or dismemberment.

### 21.2 Comprehensive Health Insurance

This benefit provides for certain medical expenses for eligible employees beyond those provided by OHIP, such as specific drugs and medication prescribed by a doctor, or an authorized health care professional, private nursing and semi-private hospital rooms.

The Company will cap coverage for dispensing fees at \$10.00 per drug.

### 21.3 Dental Insurance

This benefit covers periodic examinations, consultations, specific diagnostic procedures, x-rays, scaling and polishing, fluoride treatments, fillings, extractions, anaesthesia services, treatment of gum diseases, root canal treatment, specific surgical services, denture repair and relines for eligible employees. Coverage levels shall be according to the ODA rates that were in effect one year before the current year. i.e.; 2001 ODA rates will be paid in 2002. Effective January 1, 1993, the plan will provide major restorative - crowns, bridges, and dentures only, 50% co-insurance at an overall combined maximum of \$3000 annually per eligible employee and per eligible dependant for routine and major restorative work.

Orthodontic coverage will apply to a lifetime maximum of \$2000 per eligible family, for children under the age of 18.

#### 21.4 Long Term Disability

Long Term Disability benefits of 60% of the eligible employees' basic monthly salary received immediately prior to the date of the disability will be applied for, and if approved, to commence with the 106<sup>th</sup> day of disability.

#### 21.5 Travel Accident Insurance

This benefit provides Accidental Death and Dismemberment coverage for eligible employee travelling on the business of the Company to the limits specified in the policy held by the Company.

#### 21.6 Vision Care

Upon proof of purchase, the Health Plan will reimburse/contribute 100% of the cost up to a maximum of \$400 (employee) and \$250 (spouse/dependent) once every twenty four months, towards the eye examination or the combined purchase of prescription glasses, and/or contact lenses

example:

employee \$275 glasses + \$125 exam or \$400 glasses

dependent \$175 glasses + \$75 exam or \$250 glasses

#### 21.7 Early Retirement Benefits

Employees who retire early (after age 60 with 15 or more years of service or after 55 with 25 or more years of service) will be provided with basic medical and dental coverage in accordance with the current benefit plan and flat rate term life insurance of \$50,000 until age 65.

#### 21.8 Benefits

The Company pays 100% of the cost for each of the following benefits for members:

i) Emergency Leave pay

Production/Hourly

When an employee completes their probationary period, they will receive 24 hours emergency leave per calendar year prorated from the day they become a member to the end of the calendar year at a rate of basic weekly earnings to be taken in half-hour segments. Thereafter, members will receive 24 hours emergency leave per calendar year at a rate of basic weekly earnings to be taken in half-hour segments. At the request of the

Company, members will be required to submit medical evidence satisfactory to the company. Unused emergency leave hours may be accumulated to a maximum of 160 hours. After this period the member then begins Short Term Disability to the limits stated in Article 21.8 ii). Sick Pay and Short Term Disability may not be received at the same time.

#### Office/Salaried Members

When an employee completes their probationary period, they will receive 22.5 hours emergency leave per calendar year prorated from the day they become a member to the end of the calendar year at a rate of basic weekly earnings to be taken in half-hour segments. Thereafter, members will receive 22.5 hours emergency leave per calendar year at a rate of basic weekly earnings to be taken in half-hour segments. At the request of the Company, members will be required to submit medical evidence satisfactory to the Company. Unused emergency leave hours may be accumulated to a maximum of 150 hours. After this period the member then begins Short Term Disability to the limits stated in Article 21.8 ii). Sick Pay and Short Term Disability may not be received at the same time.

#### ii) Short Term Disability

On receipt of satisfactory medical evidence, members will be entitled to receive Short Term Disability benefits from the first working day of accident or hospitalization including outpatient surgery in any medical facility, or the third working day of sickness for a maximum period of 105 days in the amount of 66 2/3% of basic weekly earnings.

#### iii) Medical Forms

The Company will reimburse members forty dollars (\$40.00) per medical form.

#### 21.9 Benefits beyond 65

Employees who work after age 65 will be provided with medical, dental and prescription coverage in accordance with the current benefit plan.

#### 21.10 Health Spending Account

Employees will be provided a Health Spending Account of \$250.00 annually (calendar year), for the member/ dependents to be utilized for eligible benefits. Unused Health Spending dollars will be carried forward for one year.

## **ARTICLE 22 - PROBATIONARY EMPLOYEES**

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22.1 A probationary employee is defined as a Production/Hourly Employee who has worked less than 640 regular hours or an Office/Salaried Employee who has worked less than 600 regular hours, while in the continuous employment of the Company.

As a condition of employment all probationary employees hired into a Union position will be required to pay the regular amount of Union dues, as appropriately certified to the Company from time to time by the Union from the first day of employment. It is understood that payment of dues by probationary employees does not affect the Company's rights under the Collective Agreement, including, but not limited to Articles 4.1 and 22.1 paragraph 4.

Upon successful completion of the probationary period, a probationary employee will become a member of the Union and shall have their name added to the seniority list. Seniority will then date back to the last date of hire.

Subject to applicable legislation, probationary employees shall not have access to the grievance/arbitration process.

## ARTICLE 23 - SENIORITY

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23.1 Seniority as referred to in this Agreement shall mean total service accumulated in the Union subject to Article 23.2. The acquisition, accumulation and continuance of seniority are subject to the conditions set out below. This happens when a member:

- i. is actively at work for the Company.
- ii. is absent due to illness or layoff for a period equal to previous seniority, to a maximum of 24 months for employees with less than 10 years seniority, and a maximum of 36 months for employees with 10 or more years of seniority.
- iii. is absent due to a WSIB compensable injury.
- iv. is on an authorized Leave of Absence as defined in Article 18 . Seniority shall accrue for the first four calendar months of the leave of absence.

Service credits as referred to in this Agreement shall mean the length of an employee's total accumulated continuous service with the Company.

23.2 A probationary employee will not be placed on the seniority list until they have successfully completed their probationary period. Seniority will then date back to the last date of hire.

### 23.3 Super Seniority

Provided the Local Union President has a minimum of five (5) years seniority and has completed two (2) years as a member of the Local Union Executive, they will hold super seniority in the case of a layoff. Should the Local Union President not meet these minimum requirements, the Local Union Executive member with the most seniority will hold super seniority. If however none of the remaining Local Union Executive meets the above criteria, then super seniority will default to the Local Union President. In all cases, the member holding the super seniority must meet the criteria in Article 24.6.

23.4 An employee's name shall be removed from the seniority list and their employment terminated for the following reasons:

- i. They voluntarily quit their employment.
- ii. They are discharged and are not reinstated through the grievance procedure.

- iii. If a member is laid off for a period equal to their seniority, with a minimum of 12 months and a maximum of 24 months for employees with less than 10 years seniority, and a maximum of 36 months for employees with 10 or more years of seniority.
- iv. In the case of a member with seniority who is off due to illness or injury and who does not work for the Company for a period equal to their seniority, with minimum of 12 months and a maximum of 24 months for employees with less than 10 years seniority, and a maximum of 36 months for employees with 10 or more years of seniority, provided there is no reasonable expectation that they will return to work for the Company subject to the Company's duty to accommodate.
- v. They, upon being recalled from a layoff, fail to report for work within five working days from the date of notification by the Company by phone or within five working days of the Company sending a registered letter to the last address on file, without a reason satisfactory to the Company.
- vi. They utilize any authorized leave of absence for purposes other than for which the leave was granted or fail to return to work after the expiration of an authorized leave of absence, without providing a reason that is satisfactory to the Company.
- vii. They retire or retire early as per Article 21.7.
- viii. If an employee is unable to report for work, the employee will notify the company as far in advance as possible or at least one hour before their scheduled start time except where it is not possible to do so. Two work days without notifying the Company shall result in dismissal unless there is a reason satisfactory to the Company for lack of notification.
- ix. They accept other employment while on a leave of absence.

23.5 If at the time of recall a member is sick or disabled with satisfactory medical evidence to the Company they would accumulate seniority up to a maximum of an additional 12 months from the date of recall and the next member will be recalled in seniority order, until such time as the sick member could return to work.

## **ARTICLE 24 - LAYOFFS, BUMPING AND RECALLS**

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### 24.1 Layoff/Termination

In the case of layoff and/or termination due to lack of work, layoffs will be by job within occupational classification. Total seniority will be the determining factor governing such layoffs/terminations subject to the remaining employees being qualified to perform the normal requirement of the currently available work.

Where Leader positions are eliminated and/or the incumbent is unsuccessful in the position bumping provisions will apply.

In the event of a layoff of a job within an Occupational Classification in which the leader is performing the majority of their work, the leader will revert to that job within the occupational classification and will be subject to the layoff provisions of the Collective Agreement.

### 24.2 Voluntary Layoffs

To accommodate those senior employees who may wish to take a layoff (layoff out of the line of seniority) when a layoff situation becomes evident, the following will occur.

- i. Any member interested in taking a voluntary layoff will advise the Manager/Supervisor and the Local Union at that time. A voluntary layoff may be granted with the mutual agreement of the Company, the member and the Local Union.
- ii. Any member wishing to take a voluntary layoff will be granted the opportunity as reductions occur subject to the remaining members being qualified to perform the normal requirements of the currently available work - the most senior members receiving first consideration.
- iii. Recalls will be conducted per Article 24.7, seniority being the governing factor and the most senior member being recalled first.
- iv. A voluntary layoff will not exceed 12 weeks. At the end of the 12 week period, members on voluntary layoff will return to work, even if staff reductions are still necessary.

24.3 Minimum notice of temporary layoff will be five working days. In lieu of this notice, he member would receive two days' pay. This provision shall not apply where stoppage of work is due to strike, riot, fire, power breakdown, accidents or any other causes beyond the Company's control.

24.4 Notice of termination of employment will be in accordance with the Ontario Employment Standards Act. In lieu of the above notice, the employee would receive payment up to the extent of their entitlement of notice under the Act.

24.5 Laid off members, shall have the right of recall for a period equal to their seniority, with a minimum of 12 months and a maximum of 24 months for members with less than 10 years seniority and a maximum of 36 months for members with 10 or more years of seniority.

#### 24.6 Bumping Rights

A member about to be laid off shall have the right to exercise their seniority by replacing an employee with less seniority provided the job within the occupational classification is the same level or lower and they can perform the normal requirements of the currently available work. It is understood that in claiming a job under this provision the member must meet or have the ability to meet the quality and quantity requirements of the job within a 10 day assessment period.

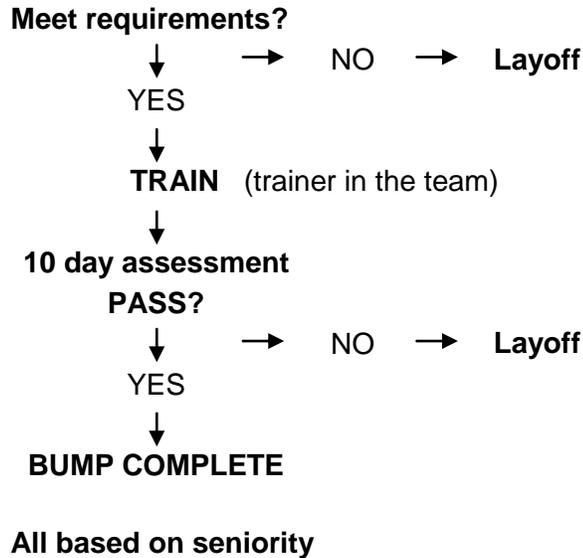
The only exceptions would be:

Should there be no Level 4 employee with less seniority, an employee may bump a level 5 position. No more than 20% of Level 5 employees in a department and no more than one (1) Level 5 employee per team can be displaced at any one time.

Number of Level 5's in department	Number of people that can be bumped
1 to 7	1
8 to 12	2
13 to 17	3
17 to 22	4

Where a member has previously done a job in a higher occupational classification than they currently possess and can still perform that job satisfactorily, that senior member may replace a junior employee who is performing that job. It is understood that in claiming a job under this provision the member must meet or have the ability to meet the quality and quantity requirements of the job within a 10 day assessment period.

Leaders cannot be bumped.



#### 24.7 Recall Rights

When work becomes available from which a member was displaced in accordance with the lay-off procedure, and such available work would require a job posting in accordance with Article 25 (excluding 25.4, 2<sup>nd</sup> paragraph):

- i. Members still at work will be offered a recall to that job in order of seniority. If a member still at work refuses the recall, they will waive their rights to any future recall to that job. If that job is not filled as a result of this step, then:
- ii. Members on external recall from that job who can perform the normal requirements of the job will be recalled to the job in order of seniority. If an external recall refuses the recall, they will waive their rights to any future recalls to that job. A member on external layoff will be given an indication of how long the work opportunity is likely to continue. In the event it is less than four (4) weeks, a refusal to return would not be cause to remove their name from the recall list. If that job is not filled as a result of this step, then:
- iii. The posting provisions in Article 25 (excluding 25.4, 2<sup>nd</sup> paragraph) will be followed. If that job is not filled as a result of this step, then:
- iv. Members on external recall from other occupational classifications who can perform the normal requirements of the currently available work will be recalled in order of seniority. A member on external layoff may refuse recall to a job within an occupational classification at a lower pay level than held at the time of original layoff. By refusing this recall the member's future recall will be restricted to the original pay level.

24.8 It shall be the duty of all employees to notify the Company promptly of any change in their address and telephone number. If an employee fails to do this, the Company will not be responsible for failure to contact the employee.

#### 24.9 Hiring into Non-Union Positions

Upon the date of ratification of this Collective Agreement, if a member accepts a non-Union position they no longer accrue seniority during the period they are not a member of the Union. They shall maintain their bumping rights for a period equal to their seniority up to a maximum of eighteen (18) months from the date they start the non-Union position. If they return to the Union, within the period equal to their seniority up to a maximum of eighteen (18) month period, their seniority is returned to them, except for the period of time they were not a member of the Union.

An employee who has been out of the Union for a period greater than their seniority to a maximum of eighteen (18) months in a non-Union job will have no bumping rights.

The only method of returning to the Union is through a Job Vacancy Posting.

Their previous Union seniority will not be returned to them.

## **ARTICLE 25 - FILLING VACANCIES AND JOB POSTINGS**

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### **25.1 Generality**

#### Vacancies:

A "vacancy" is defined as, a job within the bargaining unit for which there is a need to hire or transfer an employee, with the exception of Leader positions.

When applying for a posting, an employee is required to follow the procedure as indicated on the posting.

A transition schedule for successful candidates of all vacancies will be determined between the employee, the employee's current Manager/Supervisor and the hiring Manager/Supervisor.

A job posting will be considered 'confirmed' when it is offered to the candidate whether it is denied or accepted.

### **25.2 Permanent Position:**

An employee, who has been successfully confirmed to a permanent job posting, for which they applied, may only be successfully confirmed for one more permanent job posting within a 12-month period. The period will start on the start date of the first confirmed job.

An employee selected on this basis will be given an opportunity of fulfilling the duties of the new job during a trial period, which may not exceed 40 working days. If an employee fails to meet the requirements for the job, they will be returned to a job at no less than their former pay level. At any time during the trial period, the employee and the Manager/Supervisor may mutually agree that the candidate is not suited long term for the job and the employee may agree to give up the position. When the latter occurs the employee will remain in the job until it can be refilled.

Any vacancies created by the selection of an employee to a posted position shall be posted in accordance with the provisions of this Article.

Where no employee meets the qualifying factors under this Article, the Company will be free to fill the job at its own discretion.

### 25.3 Temporary position:

Employees who have accepted a temporary position shall fulfill the term of the temporary posting, unless confirmed for a permanent posting.

A Temporary Position created by the temporary absence of a member due to illness, accident, or leave of absence will end when the absent member returns or leaves the employ of the Company.

A permanent employee who successfully posts to a temporary position shall be returned to their former job within their occupational classification when the specified duration of the position has expired. Should a temporary position become permanent, the permanent vacancy shall be re-posted.

In the event the Company requires a temporary agency worker during May, June or July, students will be given first consideration for work before employment agency workers. Refer to LOU No 4, Students section.

### 25.4 Process for filling vacancies:

Members on recall will be contacted by phone or by registered letter/courier to the last address on file, for all postings, whenever the member possesses the required qualifications. The Local Union will be notified in writing of all such phone calls made, and will receive a copy of all such letters sent.

No employee shall be hired while members with the qualifications to perform the normal requirement of the currently available work are still eligible for recall.

All employees who have applied for a posted job will be informed of the disposition within thirty working days.

A Selection Committee, consisting of at least two persons in the employ of the Company (one of which will be a representative from Human Resources) will be present during an interview, and will give first consideration to current employees when filling posted vacancies. Such consideration will not to be exercised in an arbitrary or discriminatory manner. It is the responsibility of The Selection Committee to fill such vacancies with qualified individuals.

When more than one employee is considered qualified to perform the duties, as outlined, for the job, seniority will be the governing factor.

Casual employees will only be considered once the internal job posting process has been exhausted and no current employee has been confirmed to the position.

Unsuccessful candidates for posted jobs will be so notified, verbally or in writing when requested, prior to posting the name of the successful candidate. Only the name of the successful candidate will be posted for three days. The Local Union will receive, in writing, the name of the successful candidate prior to the posting.

#### 25.5 Promotions

When the nature of the work being performed by an employee has changed, and the employee has shown the required skill and ability to do the changed work, and where no additional employees are required, the Company will advise the Local Union of its intention to promote that employee to the next level within their occupational classification. If the Local Union does not agree to the promotion, the posting provisions of this Agreement shall apply. Promotions will be communicated via email.

#### 25.6 Leaders:

Leader positions will be appointed at management's discretion through an information posting and the Union will receive a copy.

The quantity and requirement of Leader positions are to be determined by Management. When a Leader position is determined to be required, an information posting will be posted and supplied to the Union. The successful candidate will be appointed at management's discretion.

The Union recognizes that some leaders work will be non-bargaining unit work including duties to assist the supervisor, but specifically excluding disciplinary duties such as and effective recommendation impose to discipline or promotion.

Type of vacancy	Duration	Posting for 5 full working days	Purpose	Award order	Casual	Temporary employee	Temp. worker / Temp. agency worker	Copy of the posting to the Local Union
<b>Permanent positions</b>								
Permanent position	No end date	√	<ul style="list-style-type: none"> <li>• Fill a vacancy</li> <li>• Hire permanent employee</li> <li>• Temporary position becoming permanent</li> </ul>	By seniority				√
<b>Temporary positions</b>								
Temporary position	Greater than 75 days	√		By seniority	May be used			√
Temporary position (excluding special projects)	Greater than 75 days but less than 18 months	√						√
Temporary position	Between 21 and 75 days			Move to days are chosen by seniority within the classification or as being trained as indicated in the training data base	May be used Casuals will be move to afternoon shift	May be used	May be used	
Temporary position	20 days or less				May be used days or afternoons	May be used Days or afternoons	May be used Days or afternoons	Start and end date to be shared with local union on a monthly basis
<b>Temporary transfers</b>								
Temporary transfer	Less than 20 days							May be extended for an additional 20 days with the union agreement
Special Project		√ Special requirements will be identify in the job posting		As per art. 25				Duration and extension by mutual agreement between the Company, the union and the employee

## **ARTICLE 26 - OCCUPATIONAL CLASSIFICATIONS**

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26.1 The occupation classifications, wage/salary and progression schedules, are set out at the end of this Article. When it is necessary to revise or add to this schedule the following procedure will apply.

- i. The Company will establish the title and rate for the revised or new classifications and will advise the Union of the facts and the reasons for the value of the classification, ten working days before it is implemented.
- ii. Should the Union wish to object, the Company and the Union will attempt to reach an agreement.
- iii. Should it still be necessary, the Company and the Union may take such disagreement to an Arbitrator in accordance with provisions of Article 28 of this Agreement.
- iv. In reaching its decision on the value of the revised or new classification the Arbitrator will be limited to evaluating the classification in relationship to the value of existing classifications in this Agreement.

26.2 A new employee will be hired at no less than the minimum rate for the occupational classification for which they are hired and will be advanced in accordance with the progression and rates set out in the schedule provided they are performing satisfactorily. Progression will be delayed by any layoff equal to the duration of the layoff. Employees may be advanced more quickly than the time progression schedule requires. In cases where the employee is not paid the scheduled rate, this may be a subject for the grievance and arbitration procedures.

26.3 A member who is hired into a different classification or a different level will be treated the same as a new employee except their rate will not be below their current rate provided it does not exceed the maximum rate of the new classification or grade. Such pay level shall be deemed to have been achieved by time in the new classification.

26.4 The Wage/Salary levels assigned to the positions have been determined by the recognition of the "needs of the business" and the "value of current work". It is recognized that classification/position evaluations are not static and will be reviewed periodically with respect to changing conditions.

26.5 A Performance Evaluation will be completed annually and reviewed with each member. It will serve as a basis of mutual understanding between management and the member and will indicate to the member what they are expected to accomplish and how they are being measured.

During this evaluation the following points will be discussed, as a minimum:

- i. Review the member's performance of the past year.
- ii. Review what is required of them in the coming year.
- iii. Review the requirements to achieve a merit increase in the coming year, if any.
- iv. Review requirement/desires and set goals for completion.

26.6 A mid-year performance evaluation follow-up will be held with a member upon request.

**26.7 Occupational Classification and Wage Schedule for Production/Hourly Employees**

<b>Occupational Classification</b>	<b>Level</b>
General Labourer	1
Assembler	4
Assembler/Switchboard Relief/Clerical Support	4
Custodian	4
Electro-Mechanical Maintenance Asst	4
Shipper I	4
Material Handler I	4
Material Handler/Shipper II	5
Surface Mount Operator	5
Wave Solder Operator	5
In Circuit Test	5
Rework	5
Electronics Operator	5
Lean Change Agent	6
Electro-Mechanical Assembler	6
Quality Assurance Inspector II	9
Test III	6
Technical Operator	6
Quality Assurance Inspector I	11
Test II	9
Test I	12
Electro-Mechanical Maintenance	12
Electro-Mechanical Assembler/Maintenance	12
Welder/Fitter	12
Machinist	12

Leader:

Upon promotion into a leader's position	Level 6
After 8 courses and 12 months in the position	Level 8
Complete leader certification and 2 years	Level 9

Production/Hourly employees will receive mileage and expense reimbursement when required to perform duties outside the plant at supplier locations.

**FOR THE YEAR 1 – DECEMBER 31<sup>ST</sup>, 2017 (2% Increase)**

<b>Level</b>	<b>Min Rate</b>	<b>6 Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>
1	20.89	21.51	22.21	22.94	23.60
2	21.51	22.21	22.94	23.60	24.35
3	22.21	22.94	23.60	24.35	25.08
4	22.94	23.60	24.35	25.08	25.94
5	23.60	24.35	25.08	25.94	26.73
6	24.35	25.08	25.94	26.73	27.55
7	25.08	25.94	26.73	27.55	28.42
8	25.94	26.73	27.55	28.42	29.31
9	26.73	27.55	28.42	29.31	30.23
10	27.55	28.42	29.31	30.23	31.18
11	28.42	29.31	30.23	31.18	32.15
12	29.31	30.23	31.18	32.15	33.23

**FOR THE YEAR 2 – JANUARY 6<sup>TH</sup>, 2019 (2% Increase)**

<b>Level</b>	<b>Min Rate</b>	<b>6 Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>
1	21.31	21.94	22.65	23.40	24.07
2	21.94	22.65	23.40	24.07	24.83
3	22.65	23.40	24.07	24.83	25.58
4	23.40	24.07	24.83	25.58	26.46
5	24.07	24.83	25.58	26.46	27.27
6	24.83	25.58	26.46	27.27	28.10
7	25.58	26.46	27.27	28.10	28.99
8	26.46	27.27	28.10	28.99	29.90
9	27.27	28.10	28.99	29.90	30.84
10	28.10	28.99	29.90	30.84	31.81
11	28.99	29.90	30.84	31.81	32.79
12	29.90	30.84	31.81	32.79	33.90

**FOR THE YEAR 3 – JANUARY 5<sup>TH</sup>, 2020 (2% Increase)**

<b>Level</b>	<b>Min Rate</b>	<b>6 Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>
1	21.73	22.38	23.10	23.87	24.56
2	22.38	23.10	23.87	24.56	25.33
3	23.10	23.87	24.56	25.33	26.10
4	23.87	24.56	25.33	26.10	26.99
5	24.56	25.33	26.10	26.99	27.81
6	25.33	26.10	26.99	27.81	28.66
7	26.10	26.99	27.81	28.66	29.57
8	26.99	27.81	28.66	29.57	30.50
9	27.81	28.66	29.57	30.50	31.45
10	28.66	29.57	30.50	31.45	32.44
11	29.57	30.50	31.45	32.44	33.45
12	30.50	31.45	32.44	33.45	34.57

**26.8 Classification and Salary Schedule for Office/Salaried Employees**

Employees who are performing satisfactorily will automatically progress on the wage grid until they reach the 48 month rate.

Progression will occur as follows:

- For employees in the job as of January 16, 2005 and performing satisfactorily, the progression will occur annually on January 1st of each year until they reach the 48 month rate.
- For employees hired in the job after January 16, 2005 and performing satisfactorily, progression will occur on the employee's anniversary date in the job.
- Once an employee reaches the 48 month rate, they can only move towards the maximum rate by achieving a merit increase granted through the Performance Management Process.
- The following is a defined grid for Management to use for union.

Salaried employees after reaching the 48 month rate as stated above.

		Performance		
Capabilities	0	1.5	2	
	0	1	1.5	
	0	0	1	

Performance

Capabilities	Potential Talent	Talent	Exceptional Performer
	Assign or Rescope	Performer with Potential	High Performer with Potential
	Evaluate Further	Solid Performer	High Performer

Occupational Classification	Level
Administrative Associate IV	2
Administrative Associate III	4
Administrative Associate II	6
Administrative Associate I	8
Administrative Associate Sr	10
Cycle Counter	6
Cycle Counter Sr	8
Draftsperson IV	5
Draftsperson III	8
Draftsperson II	10
Draftsperson/Designer	13
Draftsperson/Designer Sr	15
Engineering Associate IV	5
Engineering Associate III	8
Engineering Associate II	10
Engineering Associate I	13
Engineering Associate Sr	15
Sales Correspondent III	8
Sales Correspondent II	10
Sales Correspondent I	13
Buyer/Planner IV	5
Buyer/Planner III	8
Buyer/Planner II	10
Buyer/Planner I	12
Buyer II	10
Buyer	13
Capacity Planner	10

**FOR THE YEAR 1 – JANUARY 14<sup>th</sup>, 2018 (2% Increase)**

<b>Level</b>	<b>Min</b>	<b>12 Mos</b>	<b>24 Mos</b>	<b>36 Mos</b>	<b>48 Mos</b>	<b>Max</b>
1	762.36	785.19	808.01	830.86	853.70	900.08
2	800.55	824.39	848.26	872.13	896.00	945.08
3	839.74	865.03	890.37	915.67	940.99	992.81
4	882.34	908.62	934.87	961.13	987.37	1041.94
5	927.34	954.96	982.58	1010.21	1037.86	1095.09
6	973.71	1002.68	1031.68	1060.66	1089.62	1149.66
7	1021.47	1052.15	1082.82	1113.51	1144.19	1206.95
8	1071.93	1103.98	1136.00	1168.04	1200.09	1265.58
9	1125.11	1158.85	1192.60	1226.37	1260.12	1329.68
10	1186.49	1220.93	1255.37	1289.77	1324.20	1396.50
11	1241.00	1278.18	1315.35	1352.51	1389.67	1466.05
12	1303.75	1342.63	1381.48	1420.32	1459.20	1539.68
13	1369.26	1410.15	1451.04	1491.97	1532.88	1617.42
14	1436.06	1479.01	1521.95	1564.90	1607.86	1696.53
15	1508.33	1553.64	1599.00	1644.35	1689.68	1782.42

**FOR THE YEAR 2 – DECEMBER 30<sup>th</sup>, 2018 (2% Increase)**

<b>Level</b>	<b>Min</b>	<b>12 Mos</b>	<b>24 Mos</b>	<b>36 Mos</b>	<b>48 Mos</b>	<b>Max</b>
1	777.61	800.89	824.17	847.48	870.77	918.08
2	816.56	840.88	865.23	889.57	913.92	963.98
3	856.53	882.33	908.18	933.99	959.81	1012.66
4	899.99	926.79	953.57	980.35	1007.12	1062.78
5	945.89	974.06	1002.23	1030.41	1058.62	1116.99
6	993.19	1022.73	1052.31	1081.87	1111.41	1172.66
7	1041.90	1073.19	1104.48	1135.78	1167.07	1231.08
8	1093.37	1126.06	1158.72	1191.40	1224.09	1290.89
9	1147.61	1182.03	1216.46	1250.89	1285.32	1356.28
10	1210.22	1245.35	1280.47	1315.56	1350.69	1424.43
11	1265.82	1303.75	1341.66	1379.56	1417.46	1495.37
12	1329.83	1369.48	1409.11	1448.73	1488.39	1570.47
13	1396.64	1438.35	1480.06	1521.81	1563.53	1649.77
14	1464.78	1508.59	1552.39	1596.20	1640.01	1730.46
15	1538.49	1584.72	1630.98	1677.24	1723.47	1818.07

**FOR THE YEAR 3 – DECEMBER 29<sup>TH</sup>, 2019 (2% Increase)**

<b>Level</b>	<b>Min</b>	<b>12 Mos</b>	<b>24 Mos</b>	<b>36 Mos</b>	<b>48 Mos</b>	<b>Max</b>
1	793.16	816.91	840.66	864.43	888.19	936.44
2	832.89	857.70	882.53	907.36	932.20	983.26
3	873.66	899.98	926.34	952.67	979.01	1032.92
4	917.99	945.32	972.64	999.96	1027.26	1084.03
5	964.81	993.55	1022.27	1051.02	1079.79	1139.33
6	1013.05	1043.19	1073.36	1103.51	1133.64	1196.11
7	1062.74	1094.66	1126.57	1158.50	1190.41	1255.71
8	1115.23	1148.58	1181.90	1215.23	1248.57	1316.70
9	1170.57	1205.67	1240.79	1275.91	1311.03	1383.40
10	1234.43	1270.26	1306.08	1341.88	1377.70	1452.92
11	1291.14	1329.82	1368.49	1407.15	1445.81	1525.27
12	1356.43	1396.87	1437.29	1477.70	1518.15	1601.88
13	1424.58	1467.12	1509.66	1552.25	1594.80	1682.77
14	1494.07	1538.76	1583.44	1628.13	1672.81	1765.06
15	1569.26	1616.41	1663.60	1710.78	1757.94	1854.43

## ARTICLE 27 – GRIEVANCE PROCEDURE

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27.1 The purpose of this Article is to establish an orderly procedure for the settlement of grievances.

The Company and the Union agree to use problem solving techniques in an effort to reach a satisfactory settlement as quickly as possible.

All references to the number of days or time limits in the different steps of the grievance procedure shall refer to working days and will exclude Saturdays, Sundays, Holidays and any other days the Company is required to close the plant. All time limits may be extended by mutual agreement.

27.2 A grievance is defined as a complaint by either the Union or the Company concerning the interpretation, application, administration or alleged violation of this Agreement. The grievance may be in the form of an Individual, Group or Policy Grievance.

The procedure for filing individual and group grievances is as follows:

(The following steps are written as an example with an employee as the grievor. The roles would be reversed if the Company were the grieving party).

### STEP 1

If an employee wishes to have a grievance or complaint taken up it will first be done orally with the Manager/Supervisor within the area giving rise to the dispute. The employee will do this personally, however, a Union Representative may be present and is at the discretion of the member. The complaint will be taken up within 5 days after the incident giving rise to the grievance became known. The Manager/Supervisor will respond to the grievance orally within 4 days after its presentation. The representative alone may represent the employee, at the employee's request.

### STEP 2

Any grievance requiring further processing will be referred to the Manager/Supervisor within the area giving rise to the dispute by the Union Representative within an additional 3 days. The grievance shall be written and will state the nature of the grievance the section or sections of the Agreement or policy allegedly violated and the redress sought.

Within 3 days the Manager/Supervisor will conduct a meeting with the Union Representative(s). The Company and the Union may each be represented at this meeting by two individuals, one of which will be a representative from Human Resources.

If the grievance is not settled at this meeting the Manager/Supervisor shall present their decision in writing to the Union Representative within 3 days.

### STEP 3

If the grievance requires further processing the Union will inform the Manager/Supervisor within the area giving rise to the dispute within 5 days and a grievance meeting shall be arranged between the Grievance Committee and Management Representatives designated by the Executive of the Company. The grievance meeting will be held within a further 5 days. After this meeting an answer will be given within 5 days.

The procedure for filing policy grievances is as follows:

A Policy Grievance of general application which alleges that there has been a misinterpretation, violation or non-application of the Agreement, by either party to this Agreement shall be submitted in writing to the other party within 10 days after the incident giving rise to the grievance became known or should have become known to the grieving party. Within 5 days of receipt of such notice a meeting will be held between the Company Representatives and the Union. The Party against whom the complaint has been made will give an answer in writing within 5 days of this meeting. If the matter is not settled to the mutual satisfaction the parties then it may be processed to the Arbitration stage.

27.3 The aggrieved employee will attend any meeting held between the Company and the Union if their attendance is requested and will be paid their regular wages and benefits by the Company.

27.4 If the time allowances provided for above and any mutually agreed upon extensions are not observed by the Union the grievance will be deemed abandoned. If the Company does not observe the same time allowances the grievance will advance to the next stage.

27.5 A Union Representative will assist in the presentation of a grievance.

27.6 In cases where it is mutually agreed that an inspection of the job or area would be helpful in settling a grievance, a sub-committee of the Union shall, with representatives of Management, make an inspection of the job or area.

#### 27.7 Special Grievance

If an employee, who has completed their probationary period, is to be discharged by the Company, the Local Union President or if they are not available, another member of the Local Union Executive will be informed in writing within 4 hours of the discharge.

27.8 If an employee, who has completed their probationary period, wishes to grieve that they have been unjustly discharged the matter will be taken up as a special grievance. Any such grievance will first be referred to the Local Union Executive who will approach Human Resources in writing within five (5) days after the discharge. The matter will be disposed of within 14 days of the time the Human Resources Department receives notice of the grievance. Disposition for members shall be either by resolution of the grievance or its referral to arbitration.

27.9 Such special grievances may be settled by confirming the Company's decision in dismissing the grievor, or by re-instating the grievor with full compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the Arbitrator.

## ARTICLE 28 - ARBITRATION

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28.1 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

28.2 If after the final step of the grievance procedure no amicable settlement is reached, the party receiving the reply may notify the other party within 15 days of its desire to submit the difference or allegation to arbitration. Within 5 days, the parties will together decide on a sole arbitrator.

If an agreement cannot be reached on an Arbitrator, the appointment shall be made by the Minister of Labour for Ontario upon the mutual request of both parties.

28.3 No person may be appointed as an Arbitrator who had been party to, an attempt to negotiate or settle the grievance during the grievance procedure. No Company or Union employee shall be eligible to serve as an Arbitrator.

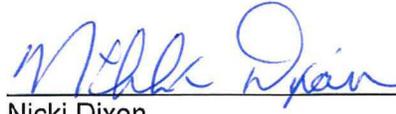
28.4 Where the Arbitrator deems it necessary to incur other expenses in connection with the case, the Arbitrator will consult with the parties before making its decision re: incurring such expenses. Expenses which may be incurred in connection with the services of the Arbitrator or arising out of this Section will be borne equally by both parties to this Agreement.

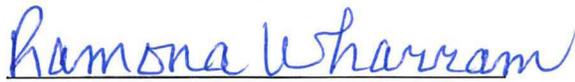
28.5 The decision of the Arbitrator will be final and binding upon the parties and recognizing the importance of promptly disposing of all such cases, the Arbitrator will be requested to meet at the earliest opportunity and should render its decision within 7 days from the time the matter was referred to them.

THIS AGREEMENT SIGNED AT PETERBOROUGH, THIS 27<sup>m</sup> DAY OF MARCH, 2018

FOR THE UNION

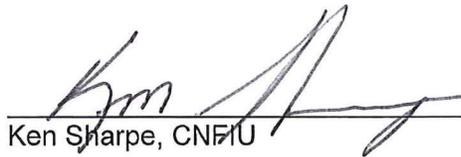
  
Patricia Fleury

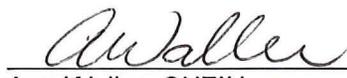
  
Nicki Dixon

  
Ramona Wharram

  
Dave Buzzie

  
Derek Sims

  
Ken Sharpe, CNFIU

  
Ann Waller, CNFIU

FOR THE COMPANY

  
Michael Sutton

  
John Marett

  
Val McQueen

  
Jason Ellement

  
Josée Royer

## **LETTER OF UNDERSTANDING NO.1 – EXCESS HOURS OF WORK**

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WHEREAS the parties have entered into a collective agreement for the period January 1, 2018 to December 31, 2020; and

WHEREAS the parties wish that employees may continue to work extra hours as contemplated in the collective agreement and which are allowed by the ESA, 2000; and

WHEREAS the ESA, 2000 has been amended to require, as of March 1, 2005, the approval of the Director of Employment Standards to permit employees to work more than 48 hours in a work week;

NOW THEREFORE the parties agree to the following provisions in order to address these matters and, subject to the relevant provisions of the ESA, 2000, this Agreement shall be considered to be a part of, and subject to, the collective agreement:

1. This agreement shall continue to operate at all times that the collective agreement is in operation, including any statutory freeze period as contemplated under section 86(1) of the Ontario Labour Relations Act, 1995, as it may be amended from time to time.
2. For the purposes of s. 17(1)(a) of the ESA, 2000, the regular work day can range between 7.5 hours to 8 hours as per Article 10 of the collective agreement. In addition, employees may have a regular work day on a continental shift where the shifts are either 12 hours or 4 hours.
3. In accordance with s. 17(2) of the ESA, 2000, the Union consents to the employees working extra hours beyond those stated in 2 above to a maximum of 13 hours, subject to the overtime pay provisions in the collective agreement.
4. Also in accordance with s. 17(2) of the ESA, 2000, the Union consents to the employees working extra hours beyond 48 hours in a work week, to a maximum of 60 hours, subject to the overtime pay provisions in the collective agreement.
5. Nothing in this agreement shall be construed to interfere with the Siemens' right to rely on s. 18(2) or s.19 of ESA, 2000 in appropriate circumstances.
6. Nothing in this agreement shall add to or take away any right pursuant to the Collective Agreement.
7. Notwithstanding paragraph 6, the Company agrees that employees will not be required to work more than 8 hours per week over and above their normally scheduled hours for the week. However, if a non-Continental Shift employee intends to restrict his or her hours to 48 hours per week, the first piece of overtime that is offered to the employee and accepted, must be worked by the employee. For example, an employee cannot agree to work Saturday overtime and then subsequently refuse to work on Saturday because they picked up additional overtime in the week that put them in a position to exceed 48 hours for the week.

## LETTER OF UNDERSTANDING NO. 2 – CASUAL POOL

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The Company wishes to provide appropriate on-call staffing to address special business and operational needs, periods of vacation, leaves of absence, temporary absences, sick leaves and periods of increased production at the Peterborough, Ontario Plant (“the Plant”). The Company will give the Union prior notice when casuals are being used for increased production.

The Union wishes to cooperate and assist the Company in maintaining adequate staffing and production at the Plant.

The Company and the Union agree as follows:

1. This Letter of Understanding shall become effective the date of ratification of this Collective Agreement.
2. “Casual Employee” is defined as an employee hired from a Casual Employee Pool maintained by the Company and from which the employee may be employed to perform bargaining unit work, from time to time, as required by business and operational needs and on a call-in basis only. There shall be no guaranteed hours of work for Casual Employees.
3. Casual Employees may be employed from time to time in accordance with business and operational needs, on a call-in basis, in the following occupational classifications:
  - Assembler, Level 4
  - Material Handler, Level 4
  - Shipper and receiver, Level 4
  - Custodian, Level 4
  - Test III, Level 6
  - ICT Level 5
  - Wave Level 5
4. Casual Employees shall be used to address special business and operational needs, providing coverage for vacation periods, leaves of absence, temporary absences, sick leaves and for periods of increased production. The Company will advise the Union as early as possible and prior to, when it intends to utilize Casual Employees for periods of increased production. For periods of increased production, the Company will not bring in Casuals for more than a day unless overtime has been offered. It is understood that Casual Employees will not be used to perform bargaining unit work such that regular bargaining unit members are displaced or laid off.
5. In the event that the Company employs Casual Employees to perform bargaining unit work, it is understood Casual Employees are not in the bargaining unit and are not covered under the Collective Agreement dated January 1, 2018 to December 31, 2020 and do not have access to any of the rights and privileges of the Collective Agreement other than as expressly stated herein.

6. The Company will establish and maintain a Casual Employee Pool (“the Pool”) through an external and internal posting process. It is understood and agreed that any internal bargaining unit members who apply for and are hired as a Casual Employee will forfeit their status as a bargaining unit member, lose their seniority and their rights under the Collective Agreement.
7. The Company will provide the Union, in writing, with the hire date and occupational classification of all Casual Employees as close as possible to the employee’s hire date. In addition, the Company will provide the Union, in writing, a summary of the start dates, end dates, reason, and replaced employee’s name if applicable and occupational classifications of all Casual Employees currently employed in the building on a weekly basis.
8. Casual Employees will be compensated on an hourly basis at the minimum rate of pay for the occupational classification as set out in the wage/salary schedule in the Collective Agreement.
9. It is understood and agreed that no more than twenty-five (25) Casual Employees will be employed in the building at any given time.
10. In the event that there is no shutdown or only 1 week shutdown, the Employer and the Union acknowledge the need to cover the approved vacation, from May 1st to August 31st, on a 1-1 ratio over and above those identified on LOU No 2, par. 9.
11. It is also agreed that when a casual has worked 180 working days within a nine (9) month period the Company and the Local Union will determine either if a permanent posting is required, or if an extension is required. It is further understood and agreed that bargaining unit members shall have the right to be considered first for all such permanent and temporary internal job postings.
12. In the event the Company has available work for a period of greater than two (2) weeks during May, June or July, student children of Siemens Milltronics Process Instruments employees will be given first consideration for the non-standard work.

“Standard work” is defined as work done by union employees whereby they complete an entire operation within a team.

13. In the event the Company determines that overtime work is available in one of the occupational classifications set out in paragraph 3 of this Letter of Understanding, the overtime work shall be offered to bargaining unit members in accordance with Article 13.1 of the Collective Agreement before Casual Employees are utilized. For clarification, it is not the intention of the Company to utilize Casual Employees to avoid overtime opportunities for bargaining unit members. If overtime requirements remain unfilled after the voluntary provisions in Article 13.1 have been exhausted, then Casual Employees will be offered the overtime work subject to skill, ability and qualifications. If the overtime requirements remain unfilled after voluntary overtime has been offered to Casual Employees, then the provisions of mandatory overtime will be implemented in respect of bargaining unit employees in accordance with Article 13.1.

14. Casual Employees who have worked overtime which has been approved by the Company shall receive overtime pay at a rate of time and one-half their regular rate of pay. Overtime is defined as set out in the Collective Agreement as the time worked by an employee in excess of those hours contained in the normal week for the occupational classification as set out in Article 10 of the Collective Agreement. Casual Employees shall not be entitled to bank overtime hours in lieu of receiving overtime pay.

## LETTER OF UNDERSTANDING NO. 4 – TYPE OF TEMPORARY STATUS

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### 1. TEMPORARY EMPLOYEE (CASUAL)

An employee classified in this category shall be one who has been employed by the Company, either as a temporary replacement for a permanent employee or as additional staff for a specific assignment.

#### 1.1 Wages

Wages for employees in this category will be the Union rates of pay for that Occupational Classification and will be paid in accordance with LOU No 7.

#### 1.2 Statutory Holiday:

Eligibility and payment for Statutory Holidays will be as per the provisions of the applicable legislation or any amendment thereof.

#### 1.3 Vacation:

Employees in this category will be entitled to 4% vacation pay and paid on each pay period.

#### 1.4 Other benefits:

Employees in this category will not be entitled to participate in, or derive benefit, from any Company Benefit Plan. However, the benefits to which they are entitled are restricted to the condition of employment as defined in section 1. of this LOU.

#### 1.5 Union Membership:

Employees in this category shall not be eligible for Union membership and shall not have recourse to grievance or arbitration in case of dispute or discharge or layoff.

#### 1.6 Fringe Benefits

After 640 regular hours worked as a Production/Hourly Employee or after 600 regular hours worked as an Office/Salaried Employee, while in the continuous employment of the Company receive the following benefits:

##### i. Bereavement pay

Employees in this category will be eligible for bereavement pay as per Article 17.

##### ii. Emergency leave

Employees in this category will be eligible for 20 hours of Emergency Leave pay for Production employees and 19 hours for Office/Salaried employees per calendar year prorated to the end of the calendar year.

iii. **Safety Shoes**

Employees in this category will be eligible for safety shoe subsidy as per Article 9.3.

**1.7 Seniority**

Employees in this category will not accumulate seniority unless the employee is hired for a permanent job through the job posting provisions. In this case, seniority will be the date the employee becomes a permanent employee as defined herein.

If the temporary employee filling the temporary position is the successful candidate and is hired for the permanent job, seniority will be the date the employee becomes permanent.

If after continuous employment with the Company, a Temporary Employee is hired for any permanent position through the job posting provisions, seniority will be the date the employee becomes permanent.

**2. TEMPORARY AGENCY WORKERS / THIRD PARTY WORKERS**

A worker classified in this category shall be one who is employed by an agency/third party and used in order to address short term resourcing overloads, due to employee extended leave(s), or short term requirement. The Company may use third party worker(s) for a **maximum of sixty (60) days**, unless by mutual agreement with the Union.

It is also agreed that when the worker has worked fifty (50) working days within a six (6) month period in the same occupational classification, the Company and the Union will determine either if a permanent and/or temporary posting for that occupational classification is required, or if an extension is required.

Workers in this category will only be utilized when all other options for filling vacancies have been exhausted.

Workers in this category may be utilized from time to time in the following occupational classifications:

- Assembler
- Material Handler
- Test III
- Administrative Associate III
- Skilled Trades

Should there be a demonstrated requirement to utilize a Temporary Agency worker for any other classification, the Company will seek the prior approval of the Union.

**Union Dues**

The Company agrees to pay an amount in respect of Union dues on a monthly basis in accordance with a mutually agreed formula.

**Union Membership**

Workers in this category are not “employees” under this Agreement and do not have access to the rights and privileges of this Agreement.

**Union notification**

The Company will provide the Local Union, in writing, with the start date and occupational classification of all temporary agency workers/3<sup>rd</sup> party workers as close as possible to the temporary agency/3<sup>rd</sup> party workers’ start date. In addition, the Company will provide the Local Union, in writing, a summary of the start dates, end dates and occupational classifications of all temporary agency workers/3<sup>rd</sup> Party workers on a monthly basis.

**3. STUDENTS**

Students employed during the school vacation or co-operative work term shall not accumulate seniority. Termination of employment shall not become subject to the grievance or arbitration procedures of this Agreement.

This program is established to support continued education and students will not be hired into full-time employment from summer work positions.

Students will not be hired or continued in employment when regular employees are on layoff who are eligible for recall and are qualified to perform the work in the position the student will occupy. Procedures for hiring will be as per the student hiring process.

## **LETTER OF UNDERSTANDING NO. 5 – SHORT-TERM DISABILITY TOP-UP**

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The Company and the Union agree that members should have the opportunity to use accumulated sick hours to top-up short-term disability payments.

Notwithstanding the language set out in Article 21.8 of the collective agreement, it is the intent of the parties to allow employees who have accumulated sick hours to use those hours to top-up short-term disability payments to 100%.

## **LETTER OF UNDERSTANDING NO. 6 – GRANDFATHERING OF EMPLOYEES IN 10 HOUR SHIFTS**

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The Company and the Union agree that with the implementation of five eight hour shifts and the elimination of four ten hour shifts, to grandfather the following employees by allowing them to continue on their current four ten hour shifts until such time as the employees post out of their current shift schedule, terminate or retire from Siemens Milltronics Process Instruments, or when the Siemens Production System (SPS) transformation of their current team is completed. The employees to be grandfathered are being provided with the continuation of the shift schedule only.

Should one of these employees post to a position with a different shift schedule the employee will forfeit their right to the four ten hour shifts. In the event an employee does post out of the 10 hour rotation or terminates or retires from the Company or when the SPS transformation of their current team is completed, the shift held will be eliminated and not posted by the Company.

Based on seniority and years of service on the four ten hour shift schedule, the following employees will continue until said employee posts out of the shift, terminates, retires, or when the SPS transformation of their current team is completed:

- Laurie Johnson
- Carol Wickson
- Marie Weaver

## **LETTER OF UNDERSTANDING NO. 7 – NEW HIRES PAY SCALE (Level 1 to 5)**

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Effective **January 1<sup>st</sup>, 2015**, any production/hourly hired after this date (except Level 6 and over) will receive the starting salary rate according to their level, as mentioned below.

New hires will receive a starting hourly rate of:

- Level 1: \$17.00
- Level 2: \$17.50
- Level 3: \$18.00
- Level 4: \$18.50
- Level 5: \$19.00

The rate shall increase by \$1.00 every January 1<sup>st</sup> of each year.

It is understood that new hires will be brought in the appropriate job classification level, as per Article 26.7.

## GLOSSARY

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“**Agency/3<sup>rd</sup> party worker**” means a person employed by an agency/third party and used in order to address short term resourcing overloads, due to employee extended leave(s), or short term requirement.

The Company may use third party worker(s) for a **maximum of sixty (60) days**, unless by mutual agreement with the Union.

“**Assessment**” means a periodic check by management that the employee is meeting or has the ability to meet the standards associated in the job requirements.

“**Canadian National Federation of Independent Unions**” means the exclusive bargaining agent for all employees of Siemens Milltronics Process Instruments, Peterborough, as defined in Article 2.1 of the Collective Agreement.

“**Casual employee**” mean an employee who does not hold a permanent position. Conditions of employment of a casual employee are defines in LOU no 2.

“**Collective Agreement**” means this agreement between the Company and the Union.

“ **Company**” means Siemens Milltronics Process Instruments Peterborough.

“**Continuous Service**” means length of continuous employment with the Company without a break in employment.

“**Day**” is understood to be working day unless otherwise indicated.

“**Disposition**” means final settlement of a matter.

“**Employee**” means any person employed by Siemens Milltronics Process Instruments Peterborough, who is covered by the terms of this Collective Agreement.

“**Hire**” means an internal or external hiring.

**“LMJC”** means the Labour-Management Joint Committee.

**“Local Union”** means the Executive of The Employees Association of Milltronics-The Canadian National Federation of Independent Unions, Local 3005.

**“Manager, Supervisor, Human Resources, Director, TLA, VP or Company Designate”** mean persons acting on the Company’s behalf.

**“Member”** means a permanent employee who has completed their probationary period with the Company under the terms of the Collective Agreement.

**“Mutual Agreement”** means between the Union and the Company unless otherwise stated.

**“National Union”** means The Canadian National Federation of Independent Unions.

**“Office Employees”** mean salaried employees.

**“Probationary Employee”** means a Production/Hourly Employee who has worked less than 640 regular hours or an Office/Salaried Employee who has worked less than 600 regular hours, while in the continuous employment of the Company.

**“Requirements”** means a quality or qualification that you must have in order to be suitable for the job or and have the knowledge and skills that are required to perform the job.

**“Resident”** means a permanent employee within a classification and a cell. The resident employee has only one residence and is fully trained and signed off.

A probationary employee is considered a resident once they are signed off as trained.

An employee holding a temporary posting greater than 75 days will be considered a resident as long as they meet all the criteria.

**“Spouse”** means a person to whom an employee is legally married or recognized by Ontario law and who has been identified to the Company as the employees’ spouse regardless of gender, unless exempt by law or contract agreement (currently as in the case of benefits and pension).

**“Temporary employee”** means an employee employed by the Company, either as a temporary replacement for a permanent employee or as additional staff for a specific assignment.

Such temporary employees do not have access to the rights and privileges of this Agreement.

**“Training Opportunity” (TOP)** refers to when an opportunity exists to be trained in a work centre for a potential future continental shift.

**“Union”** means The Employees’ Association of Milltronics-The Canadian National Federation of Independent Unions, Local 3005.

**“Union Dues”** means the dues payable as established by the Canadian National Federation of Independent Unions.

**MEMORANDUM OF AGREEMENT  
INACTIVE OCCUPATIONS**

**BETWEEN:                   SIEMENS CANADA LIMITED  
                                  SIEMENS MILLTRONICS PROCESS INSTRUMENTS**

**AND:                         CANADIAN NATIONAL FEDERATION OF INDEPENDENT UNIONS  
                                  LIUNA LOCAL 3000**

**WHEREAS** certain occupations contained in the 2015-2017 collective agreement were no longer required;

**WHEREAS** the parties wish to reflect the current situation surrounding active employee occupations while preserving the inactive occupations in a memorandum of agreement;

**WHEREAS** the parties agree to meet and assess the situation and the possibility of reactivating inactive occupations where needed, in accordance with the workload and investments involved;

**WHEREAS** any reactivated occupation will be covered by the collective agreement in effect.

**Inactive occupations include the following:**

**Production/Hourly Employees**

<b>Occupational Classification</b>	<b>Level</b>
Electro-Mechanical Assembler II	8
Electro-Mechanical Assembler I	11

**Office/Salaried Employees**

<b>Occupation Classification</b>	<b>Level</b>
Laboratory Associate IV	5
Laboratory Associate III	8
Laboratory Associate II	10
Laboratory Associate I	13
Laboratory Associate Sr	15
Field Serviceperson IV	5
Field Serviceperson III	10
Field Serviceperson II	13
Field Serviceperson I	15

THIS AGREEMENT SIGNED AT PETERBOROUGH, THIS 27<sup>th</sup> DAY OF MARCH, 2018

FOR THE UNION

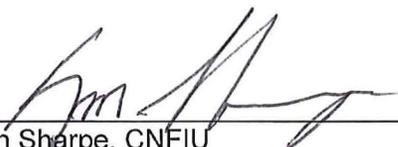
  
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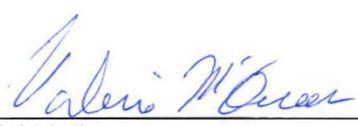
  
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