

AGREEMENT

BETWEEN



A.G.S. AUTOMOTIVE SYSTEMS INC.
(Hereinafter called the "Company")

AND



UNIFOR
AND ITS Local 1106
(Hereinafter called the "Union")

February 4, 2017 – February 3, 2020

Contents

PURPOSE	3
ARTICLE 1 – RECOGNITION	4
ARTICLE 2 - RELATIONSHIP.....	5
ARTICLE 3 - NON-DISCRIMINATION/HARASSMENT	8
ARTICLE 4 - UNION SECURITY.....	12
ARTICLE 5 - STRIKES AND LOCKOUTS.....	13
ARTICLE 6 - UNION REPRESENTATION.....	13
ARTICLE 7 - GRIEVANCE PROCEDURE.....	18
ARTICLE 8 – ARBITRATION	21
ARTICLE 9 - WAGES	25
ARTICLE 10 - SENIORITY	27
ARTICLE 12 - CERTIFIED SKILL POSTINGS/VACANCIES	31
ARTICLE 13 – HOLIDAYS	33
ARTICLE 14 - HOURS OF WORK.....	35
ARTICLE 15 – OVERTIME	38
ARTICLE 16 - REPORTING AND CALL-IN PAY	49
ARTICLE 17 - VACATION WITH PAY	49
ARTICLE 18 - GROUP LIFE INSURANCE	52
ARTICLE 19 - HEALTH INSURANCE	52
ARTICLE 20 - PENSION PLAN	64
ARTICLE 21 - BEREAVEMENT.....	67
ARTICLE 22 - JURY DUTY.....	67
ARTICLE 23 - HEALTH AND SAFETY.....	68
ARTICLE 24 - BARGAINING UNIT WORK.....	81
ARTICLE 25 - TIME STUDY	82
ARTICLE 26 - DISCIPLINE.....	85
ARTICLE 27 - LEAVE OF ABSENCE	86
ARTICLE 28 - BULLETIN BOARD	91
ARTICLE 29 - COPY OF AGREEMENT.....	91
ARTICLE 30 - PAY DAY	91
ARTICLE 31 – PRODUCTION WORK CONTRACTING OUT	92
ARTICLE 32 - UNION OFFICE.....	93
ARTICLE 33 - TUITION FEES AND BOOKS.....	94
ARTICLE 34 - TRANSFERS OUT OF BARGAINING UNIT	94
ARTICLE 35 - NEW EMPLOYEE ORIENTATION	95
ARTICLE 36 - INTERPLANT TRANSFERS.....	95
ARTICLE 37 - SUBSTANCE ABUSE	97
ARTICLE 38 - APPENDICES	98
ARTICLE 39 - TERMINATION.....	99
APPENDIX “A” – SCHEDULE OF PRODUCTION ASSOCIATE WAGE RATES:.....	100
APPENDIX “B” – SUPPLEMENTARY AGREEMENT – SKILLED TRADES.....	102
APPENDIX “C” – APPRENTICESHIP PROGRAM	110
APPENDIX “D” – LETTERS OF UNDERSTANDING	120
MISCELLANEOUS ITEMS.....	133

THIS AGREEMENT MADE AS OF THE 4th day of February, 2017

BETWEEN

A.G.S. AUTOMOTIVE SYSTEMS INC., Cambridge Plant
(Hereinafter called the "Company")

AND

UNIFOR

AND ITS Local 1106
(Hereinafter called the "Union")

PURPOSE

The general purpose of this agreement is to provide an orderly collective bargaining relationship between the Company and the Union, to secure prompt and fair disposition of grievances, and to prevent interruptions of work and interference with the efficient operations of the Company's business, consistent with the terms of this Agreement.

The Company and the Union agree that in the exercise of each of their rights and in the administration of this Agreement, they shall endeavour to do so in a fair, reasonable and timely manner.

It is recognized that supportive practices are necessary to maintain competitiveness. As such the parties are committed to the concept of co-operation and working together to improve quality and to solve customer service problems as required.

ARTICLE 1 – RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other working conditions and this Agreement will pertain to all employees of A.G. Simpson Automotive Inc. in the City of Cambridge save and except Supervisors, persons above the rank of supervisor, office and sales staff.
- 1.02 A person who has not previously worked in the Bargaining Unit shall, if transferred into the Bargaining Unit, be considered as a probationary employee **or a temporary employee.**
- 1.03 The Company recognizes the Union as the sole and exclusive bargaining agent for any expansion of the existing facility or plant(s) for which work is performed that is related to the automotive industry, provided such plant(s) is located in the City of Cambridge **except e2z Coatings and Services Inc. or its affiliates or successor companies.**

At any such new plant related to the automotive industry located in the City of Cambridge it is agreed that the provisions of:

- Article 1. Recognition
- Article 2. Relationship
- Article 3. Non-Discrimination/Harassment
- Article 4. Union Security
- Article 5. Strikes and Lockouts
- Article 6. Union Representation
- Article 7. Grievance Procedure
- Article 8. Arbitration
- Article 10. Seniority
- Article 11. Layoff and Recall – Production Classification
- Article 12. Certified Skills Postings
- Article 21. Bereavement
- Article 22. Jury Duty
- Article 23. Health and Safety

Article 24. Bargaining Unit Work
Article 25. Time Study
Article 26. Discipline
Article 27. Leave of Absence (Parental Leave and Public Office Leave)
Article 28. Bulletin Board
Article 30. Parental Leave
Article 31. Contracting Out
Article 34. Public Office Leave
Article 32. Union Office
Article 33. Tuition Fees and Books
Article 35. New Employee Orientation
Article 36. Interplant Transfers
Article 37. Substance Abuse
Skilled Trades Supplementary Agreement (Classifications may differ)
Apprenticeship Program
Letter of Understanding Re: Reinstated Grievances
Letter of Understanding Re: Incapacitated Employees will be included in the Collective Agreement covering such plant. The remainder of the Collective Agreement covering the new plant will be negotiated the Company and the Union.

ARTICLE 2 - RELATIONSHIP

- 2.01 Subject to the terms of this Agreement, it is the Company's right to operate and manage its business in all respects in accordance with its responsibilities and commitments.
- 2.02 The location of plants, the products to be manufactured, the schedule of production subject only to the provisions of Article 14 herein, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.

2.03 The Company has the right to make and alter from time to time rules and regulations to be observed by the employees provided that such rules and regulations are not unreasonable and not inconsistent with the provisions of the Agreement.

The Company will notify the Union a minimum of two (2) weeks in advance and employees will be notified one (1) week prior to the implementation of any new or revised rule or regulation except where the Company is required by law to respond sooner.

2.04 It is an exclusive function of the Company to hire, promote, demote, transfer, suspend, layoff, discipline or discharge for just cause, and to consign employees to shift work subject to the terms of the Collective Agreement.

2.05 The Company and Union agree that it is necessary to be unified in our efforts to support improvements in our methods and procedures in order to achieve continued improvement in productivity and profitability. This will improve the Company's competitive position and help it maintain current work and gain new work.

This memorandum is jointly arrived by the Union and Company and is intended to be a guideline for an ongoing process that will enable both parties to actively contribute towards the long-term growth of A. G. Simpson Automotive Inc. in Cambridge. In addition, this guideline supports our ability to anticipate changing customer expectations and business needs.

Operational Improvements Required:

The parties acknowledge that improvements in safety, productivity, and waste management are required. The parties are committed and fully supportive of the efforts necessary to make improvements in these areas.

Operational Flexibility:

It is recognized that our futures are closely linked and that our cooperation in working toward advanced technologies, processes and methods is fundamental to our survival in the marketplace. To this end, the Company and the Union mutually agree to explore flexible operational methodologies together to increase cost competitiveness, manufacturing capability and quality.

Both parties agree that a truly joint labour/management relationship will allow the parties to achieve mutually desirable goals, while still fulfilling their respective responsibilities to the employees and the Company.

Mutually desirable goals, which can be achieved together, include continuously improving business results to be the best in class levels in such areas as:

- Customer Service
- Quality Assurance
- Health & Safety
- Elimination of waste from the operation's processes
- Increase in asset uptime and operational productivity and flexibility
- Plant cleanliness and orderliness

Environmental

These mutual goals can be accomplished by developing a flexible, skilled workforce that is able to efficiently adapt to a changing business environment and fluctuating customer needs.

If we focus on the development of our people's abilities we can protect our future by creating and maintaining a clear cost advantage against all competitors and enable the achievement of desired business results and at the same time, provide our people with rewarding careers.

Both parties agree that in order to achieve organizational improvement all employees will engage in developmental opportunities designed to help the parties meet the desired goals.

The parties agree to the following principles in the administration of this process for all employees except those in the Skilled Trades classification:

An employee, once trained and considered certified in a particular skill, will be required to perform the work related to that skill and will receive the rate of pay associated with that skill, for the hours that they have performed it, in accordance with the provisions in Appendix A.

Employees may be moved to perform work in any of the skill sets described herein provided they can do so safely and in accordance to the Company's expectations.

The parties will discuss the addition or deletion of any skill sets; however, the Company retains the right to revise the skill sets necessary to stay competitive.

ARTICLE 3 - NON-DISCRIMINATION/HARASSMENT

3.01 Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. Employees must not engage in discrimination or harassment because of prohibited ground contrary to the Ontario Human Rights Code (the "Code").

Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provisions of the Code. Employees shall not be discriminated against on the basis of union affiliation.

3.02 The Union and the Company recognize that sexual or racial harassment is a cruel and destructive behaviour against others that can have devastating effects.

- a) Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.
- b) Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

3.03 Complaint and Investigation Procedure

- a) If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may bring the incident forming the basis of the complaint to the attention of his/her supervisor and/or Union representative. In minor cases, not involving repeat incidents, the Company and Union agree that the Union may try to resolve a harassment or discrimination complaint between Bargaining Unit employees informally using the UNIFOR Internal Procedure without a full investigation when so requested by the Bargaining Unit complainant.

The outcome of this attempted resolution will be communicated to the Company. If the employee's supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, the employee may submit his/her complaint in writing to the Joint Committee.

- b) The Joint Committee will be comprised of two representatives selected by the Company and two representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues.
- c) The Joint Committee will conduct an investigation of the complaint. Investigations will be jointly conducted by one (1) representative from the Company and one (1) from the Union. The joint investigation will include interviews of the complainant, any employee or supervisor accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Joint Committee may, if he/she so wishes, have Union representation present during the interview.
- d) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
- e) In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Committee will be securely maintained in the offices of the Company and the Union.
- f) Upon the completion of the joint investigation, the Joint Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resources Manager and the Plant Chairperson. If the members of the Joint Committee do not agree, the report may reflect differences in the findings.

- g) The Human Resources Manager and the Plant Chairperson will then attempt to agree on what action if any (other than discipline) should be taken as a result of the complaint and the findings of the Joint Committee. Any agreed action will then be implemented.
- h) If there is no agreement, the Company reserves the right to take such action as it deems appropriate, subject to the Collective Agreement.
- i) In the event the complaint remains unresolved and a violation of the Collective Agreement is alleged the matter may be considered as a grievance beginning at step 3 of the grievance procedure.
- j) An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an employee is being threatened, it may be necessary for that employee to leave the job. In such case the complainant advises the Supervisor, who in turn, advises the Union Representative.
- k) The complainant details the complaint in a written statement with the Union Representative and/or Supervisor.
- l) The Human Resource Manager and the Plant Chairperson are notified and they refer the matter to the Joint Committee. The Joint Committee will then proceed as in clause (b) through (i) above.
- m) The complainant is re-assigned to a suitable area or sent home without loss of pay until the investigation is begun, unless both Union and Management agree that an extension is necessary.

3.04 This Article is not intended to restrict any employee's rights under the Ontario Human Rights Code.

ARTICLE 4 - UNION SECURITY

4.01 All employees covered by this Agreement shall become and remain members in good standing of the Union as a condition of employment.

Any employee who is hired after the date of this Agreement will sign an Authorization Form for Check-Off of Dues and Initiation Fee and shall become a member of the Union and will be required to continue to be a member of the Union as a condition of employment. The Company agrees to provide the Union with a schedule of dues deductions in December of each year for the following year.

The Local Union copy of this form will be forwarded to the local Union Financial Secretary upon completion. All dues and Initiation Fees deducted must be remitted to the Local Union Financial Secretary by the 15th of the month following the end of the month in which the deductions were made along with a list of names and the amount of each deduction.

The Company will also supply a list of those members who did not have Union Dues deducted and the reason why no deduction took place.

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

The Union agrees to save the Company harmless from any claims that may be made against the Company by employees for amounts deducted in accordance with this Article.

- 4.02 The Company agrees to include on an employee's T4 slip for income tax purposes, the total Union dues paid for the year excluding any Union initiation fees. T4 slips will be distributed by February 15 each year.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 There shall be no interruptions of work, stoppages, strike or lockout during the life of this Agreement; the words "strike" and "lockout" shall be "strike" and "lockout" as defined in the Labour Relations Act of Ontario.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Union shall elect or appoint and the Company shall recognize a Plant Committee in the plant, comprised of a number of hourly-rated seniority employees, one (1) member of which shall be the Chairperson of the Plant Committee.

Plant Committee will be assigned to steady day shift shall be given top seniority in the plant they represent during their term of office, provided they are able to perform the work remaining available.

The Company will deal with the Plant Committee in all matters which are properly the subject of the administration of this Agreement.

- 6.02 The Company shall recognize the Plant Union committee as the negotiating committee, in addition to the Local President and the National Representatives of Unifor. The members of the Plant Union Committee will be allowed paid time off the job for the days in which they are involved in direct negotiations with the Company. The parties agree that the union may elect or appoint a second bargaining unit member to serve on the union collective bargaining team when renewal negotiations take place for a new collective agreement.

The parties further agree that paid time to perform negotiations work by the Plant Chairperson and the second bargaining unit employee will be limited to no more than forty (40) hours each.

- 6.03 (a) The Union shall elect or appoint and the Company shall recognize Stewards in the plant as provided in this agreement. In the event there is a reduction in the number of employees on any one shift to less than one hundred and fifty (150) employees, the Company and Union will meet to review and reduce the number of stewards to be recognized on the shift in question. It is understood and agreed that Stewards may be added by mutual agreement between the Company and the Union or may be reduced by the Union in the plant when the population in specific areas justifies additions or reductions. Where the plant population at the plant falls below 200, there shall be no stewards on the day shift. Representation on the day shift will be by a member of the Plant Committee.

The Steward in each area has top seniority in his/her area of representation provided he/she is able to perform the available work. However, this seniority shall not supersede the preferential seniority of the Plant Committee. If the Steward has sufficient seniority to bump to another classification in his/her area of representation, they will be laid off and must bump.

- (b) A maximum of **two (2)** stewards per shift, one (1) of whom will be from the skilled trades;
- (c) The Company will recognize **two (2)** alternate stewards per shift, one (1) of who will be from skilled trades.

6.04 The Union shall notify the Company in writing of any changes in the names of the Plant Committeepersons and department stewards as well as the effective date of such changes. The Company agrees to notify the Union in writing of any changes in Management personnel who exercise direct supervisory authority over Bargaining Unit employees.

6.05 The Steward shall be permitted, during his/her working hours, without loss of time or pay, to leave his/her regular duties for a reasonable length of time to investigate and settle grievances as well as deal with matters that could lead to a grievance. The Steward will advise his/her Supervisor of his/her destination and the general nature of his/her business and the time anticipated to transact such business. Permission to leave work will be granted by the Supervisor within a reasonable period of time without undue delay.

The Company may need a reasonable period of time to find a replacement. The Steward shall report back to his/her Supervisor at the time he/she returns to work.

When an employee requests the presence of his/her Union Steward, such representation shall be provided promptly, but in the event of unusual circumstances such time shall not exceed a period of thirty (30) minutes from the time of the initial request.

6.06 The Plant Committee will consist of a Plant Chairperson and one (1) Committeeperson. In addition, the Company will recognize a Health and Safety Committee Co-Chairperson.

When Union elections are held to elect the Plant Union Committee, the election will be for a Plant Chairperson, a Committeeperson (provided the active plant bargaining unit population is more than 50) and a Safety Committee Co-Chairperson. If the active plant bargaining unit population is 50 or less, the plant will be represented by a Plant Chairperson and a Safety Committee Co-Chairperson.

If the active plant bargaining unit population is greater than 50, the plant will be represented by a Plant Chairperson, one Committeeperson and a Safety Committee Co-Chairperson. If the Plant Chairperson is an employee working in the Skilled Trades classifications and the active plant population is more than 50, the election of a Committeeperson will be held within the production employee population or vice-versa.

When the active plant bargaining unit population is 100 or fewer employees, the Plant Committee will be allotted time to attend to Union business issues on an as needed basis but in no instance will the time allotted be greater than one (1) hour per day.

The Plant Chairperson and Safety Committee Co-Chairperson will be allotted time to attend to Union business issues on an as needed basis but in no instance will the time allotted be greater than four (4) hours and two (2) hours respectively per day. When any member of the Plant committee wishes to leave the work site to attend to Union business, they must first request approval of their supervisor and let the supervisor know the nature of their business, their estimated time of absence and if they require the time off the job of any other employee.

Committeepersons, if elected, are to be maintained on the day shift, unless otherwise agreed to by both the Company and Union.

The Union agrees that the Local will pay all payroll related compensation to any employee who is on leave for union business.

The company agrees to send a copy of the employee's leave of absence request, if approved by the Company, to the Local Union President for his/her records prior to the leave taking place.

6.07 Upon proper notification the Union National Representatives and/or Local Union Presidents, shall be granted admission to the plant covered by this Agreement on the understanding that there will be no undue interference in production.

6.08 The Union may designate an alternate who will function in the absence of the Plant Chairperson. When available such alternate shall be a Committeeperson. When a Committeeperson or Steward is absent the Union may designate another Committeeperson or Steward who is functioning on the shift to assume the duties of the absent representative.

When there is no other Committeeperson or Steward available on the shift or when the absence lasts or is expected to last at least one (1) week the Union may designate another employee as an alternate.

When members of the Health and Safety Committee are absent the Company will recognize another Health and Safety representative to handle health and safety concerns which may arise.

Except with respect to replacement of an absent Plant Chairperson or Health and Safety Co-Chairperson, where duplication of payment may arise, it is understood and agreed that there will be no duplication of or additional payment required for time spent on union business as a result of the designation of alternate Union representatives as aforesaid.

6.09 The President of the Local Union/**or designate** will be entitled to be present at meetings with Management which involves the Plant Chairperson and/or the Plant Committee.

6.10 If elected to the position of President or Financial Secretary of a Local Union, an employee shall be retained on the day shift and will have top seniority in his/her plant for his/her term of office, provided such employee is able to perform the work remaining available.

Notwithstanding the provisions of Article 27.01 (b), if the absence from the plant of an employee so elected may result in significant interference with plant operations, the Company and the Union agree to negotiate reasonable special arrangements governing such absence to ensure the interests of the Company are protected.

6.11 Top seniority for all Union Representatives shall only be applied in the event of a layoff or recall. When a layoff takes place which involves the layoff of Union Representatives such Representatives shall be laid off in the following order:

- a) Stewards by area;
- b) Health and Safety Co-Chairperson;
- c) Financial Secretary;
- d) President;
- e) Plant Committeepersons;
- f) Plant Chairperson.

Recalls shall be in the reverse order of layoffs.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible.

7.02 Step 1:

Should a grievance arise, the employee shall along with his/her Steward, or in the absence of a Steward with a member of the Plant Committee, discuss it with the Supervisor within four (4) working days after the event giving rise to the grievance or within four (4) working days after the employee became aware or ought to have become aware of the event giving rise to the grievance. The Supervisor shall reply by the end of the next working day.

7.03

Step 2:

If the reply of the Supervisor to the grievance is not satisfactory to the employee, then he/she may reduce the grievance to writing, sign it with the steward, or in the absence of the steward with a Committeeperson. The grievance should identify the clause or clauses alleged to have been violated along with a brief explanation of the issue(s) involved. The Committeeperson shall present it to the **Department** Manager/Shift Superintendent or his/her designate within three (3) working days from the date that he/she received the reply of the supervisor.

The **Department** Manager/Shift Superintendent or his/her designate, will meet with the Committeeperson or designate and render a decision in writing within three (3) working days after the day on which the grievance was presented.

7.04

Step 3:

If the reply of the **Department** Manager/Shift Superintendent or his/her designate is not satisfactory to the Union, the grievance may be presented by the Plant Chairperson to Management within four (4) working days from the date of the reply of the **Department** Manager/Shift Superintendent or his/her designate. The Plant Committee and Management shall meet within five (5) working days after the grievance has been so presented.

Upon request by either party, the Local Union President(s) and/or the National Union Representative(s) may be in attendance. Within four (4) working days after the Step 3 meeting, Management will render a decision in writing and submit it to the Plant Committee.

7.05 Discharge or Suspension Grievances

A claim by an employee that he/she has been discharged or suspended without just cause may be treated as a grievance, which shall commence at the 3rd step as provided in Article 7.04. The grievor may be present at the 3rd step meeting.

The right to a grievance shall be deemed to be waived if no grievance has been presented within five (5) working days of the aforesaid dismissal or suspension.

7.06 Whenever possible if two (2) or more employees simultaneously have the same alleged grievance under the same circumstances, it will be presented as a single group grievance with the name of each grievor shown. The group grievance is to be initiated at Step 1. If, in the course of the grievance procedure dealing with a particular issue, subsequent individual or group grievances are filed that complain about the same matter, it is agreed that such subsequent grievances will whenever possible be consolidated with the original grievance and dealt with as one group grievance at the request of either the Company or the Union.

7.07 The Plant Chairperson or his/her designate, in his/her absence, may file a policy grievance with Management. A policy grievance is defined and limited to one which alleges misinterpretation or violation of the provisions of this Agreement and which could not otherwise be resolved at a lower step of the grievance procedure because of the nature and scope of the subject matter of the grievance. A policy grievance will be referred to Step 3 of the grievance procedure. If a determination is made that a grievance filed as a policy grievance should have been filed as an individual or group grievance pursuant to the terms of this Collective Agreement, the parties agree that such improper filing will not be grounds for dismissal of the grievance.

Rather, should such a determination be made, the parties agree that the grievance will be deemed to have been filed as an individual or group grievance, as applicable.

7.08 Failure by a grievor or grieving party to observe the time limits imposed for initiating a grievance, moving a grievance to the next step or calling for arbitration, will be deemed an abandonment of the grievance. The time limits may, however, be extended or curtailed in individual cases by mutual agreement of the parties.

If the responding party fails to observe a time limit prescribed for responding in the grievance procedure, without receiving an extension in writing, the grievance may be submitted by the moving party to arbitration or to the commissioner at their choice and the arbitrator or commissioner shall be selected by the moving party from the list contained in Article 8.

7.09 The term “working days” when used in this Agreement for grievance procedure shall exclude Saturdays, Sundays, holidays as defined herein and plant shutdown periods.

ARTICLE 8 – ARBITRATION

8.01 Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party’s intention to refer the dispute to an arbitrator is given to the other party, within ten (10) working days after the receipt of the last decision. The party delivering the written Notice to Arbitrate shall indicate in the notice the arbitrator for that grievance from the following list:

Ted McDermott
Christine Schmidt
Randy Levinson

Peter Barton
Pamela Picher
Jane Devlin

Arbitrators will be selected in the order they appear on the list above, starting with the top of the list and moving to the bottom in the order that written notice to arbitrate are received. In the event that the arbitrator is no longer available to arbitrate, that particular case will be referred to the next arbitrator on the list. Should the schedule of the selected arbitrator be such that he/she is not available for a significant period of time, the parties may mutually agree in writing to move to the next arbitrator on the list. Each plant will use the same list but will select arbitrators based upon their utilization separate from the other plants.

- 8.02
- a) The arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he/she alter, modify or amend any part of this Agreement except as provided for in Article 8.02 (b).
 - b) Where the Company has set a wage rate for a new or reclassified job classification that the Union is not satisfied with, the matter may be referred to an arbitrator. The arbitrator will have the authority to set a new wage rate for the classification and award redress. In setting a new wage rate, the arbitrator shall be limited to making comparisons to other classifications, wage rates and job responsibilities covered by this Agreement. However, if the rate at issue is a rate for a skilled trade, the arbitrator shall have the authority to make comparisons to employees in other plants working in the same skilled trade.
- 8.03
- The Arbitrator's decision shall be binding on the parties. The cost of the arbitrator shall be shared equally by both parties. The Company will pay the wages of the Plant Committeeperson who appears at the arbitration hearing.

8.04

Commissioner System

- a) **Commissioner System:** As an alternative to the regular arbitration procedure provided for herein, the parties may agree, in writing, to refer a grievance for final and binding arbitration to a Grievance Commissioner, selected from the **arbitrator** list in the order in which their names appear.

The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed pursuant to the regular arbitration procedures provided for herein.

- b) Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:
 - i) The decision of the Grievance Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of this Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of this Agreement;
 - ii) The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union;

- iii) The Union and the Company shall each be responsible for one-half (1/2) of any fees or expenses charged by the Grievance Commissioner and the Company shall pay the wages of the Plant Committee to attend Commissioner hearings;
- iv) The parties shall meet at least thirty days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts will be put together in a joint Agreed Statement of Fact by the parties. In addition, a joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case;

Both the Agreed Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the commencement of the grievance hearing;

- v) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence;
- vi) The Grievance Commissioner shall be required to render his decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.

- c) It is understood and agreed that grievances related to discipline (excluding suspension and termination) and overtime issues may be referred by either party but other cases may not be referred to a Grievance Commissioner without the mutual agreement, in writing, of the Company and the Union. In the absence of such mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this Agreement.
- d) It is understood and agreed that any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.
- e) A Commissioner hearing is to be established through mutual agreement.

ARTICLE 9 - WAGES

9.01 Wages shall be on the basis set forth in the Schedule of Classifications and Wage Rates, attached hereto and marked Appendix "A."

9.02 COLA

COLA adjustments will be frozen at the current level.

- a) A Cost Of Living Allowance ("COLA") will be determined in the manner and to the extent hereinafter set forth in accordance with changes in the Consumer Price Index ("CPI") published by Statistics Canada (All Items: 1986=100).

The Cost Of Living Allowance will be adjusted based on the Consumer Price Index, deviation to yield (0.073=\$0.01).

Date of Implementation Based on CPI change between December 2014 and March 2015

COLA Change

May 18, 2015

- b) The amount of any COLA in effect at the time shall be included in computing overtime pay, holiday pay, call-in pay and vacation pay.
- c) COLA adjustments will be excluded from calculations pertaining to weekly indemnity benefits.
- d) In determining the hourly rate of increase or decrease for any adjustment, calculations will be rounded up to the nearest cent per hour if the exact calculation ends in .5 or higher.
- e) If Statistics Canada changes the form or the basis for calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this Agreement, a monthly index in its present form.

9.03 The first two cents (\$0.02) of each quarterly adjustment will not be paid out but rather will be retained by the Company. Should the COLA adjustment in any one quarter not increase by at least two cents (\$0.02) there will be no carry over of that quarterly offset.

ARTICLE 10 - SENIORITY

- 10.01
- a) The parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term “seniority” as used herein shall have reference to an employee’s right to a job based on his/her length of service with the Company subject to the other provisions of this Agreement.
 - b) All promotions, demotions, filling of skill set postings/vacancies, layoffs, and re-hiring after layoff shall be strictly in accordance with the principle set forth in Article 10.01 (a).
 - c) Seniority of each employee covered by this Agreement shall be established after a probation period of six (6) months in any consecutive period of two (2) years and shall count from date of employment. When two (2) or more employees have the same seniority date, ranking of such employees on the seniority list shall be by their Company clock number except as provided in Article 36.03.
 - d) In addition, following successful completion of the probationary period an employee will be paid for any plant holidays as defined in Article 13.01 that fall during the employee’s probationary period.
 - e) The termination of a probationary employee **or a temporary employee** shall be considered for just cause unless the termination is contrary to the provisions of the Ontario Human Rights Code, or if the termination is arbitrary, discriminatory, or in bad faith. The Company agrees to perform evaluations of probationary employees, based on the Company’s expectations and concerns.
- 10.02 A seniority employee shall continue to accrue seniority except as otherwise provided in this Agreement.

10.03 Seniority standing shall be cancelled and employment terminated if an employee:

- a) voluntarily leaves the employ of the Company;
- b) does not report back to work when recalled;
- c) overstays an authorized leave of absence without a valid reason;
- d) is discharged for just cause and not reinstated under the terms of this Agreement;
- e) is absent from work for three (3) consecutive working days without a valid reason;
- f) is laid off for a continuous period of twenty-four (24) months (for employees with two (2) years or less seniority) or the length of their seniority to a maximum of forty-eight (48) months for employees with greater than two (2) years seniority.
- g) retires.
- h) is placed on a Labour Market Re-entry program by the WSIB and in accordance to the WSIB regulations. Eligible termination of employment payments, if any, and where eligible under Employment Standards, severance if any, will be in accordance with the Employment Standards Act (2000) or as the ESA is amended.
- i) is no longer eligible to receive LTD income replacement benefits and is able to furnish satisfactory evidence to the Company that he/she is still unable to work as a result of illness or injury.

Eligible termination of employment payments, if any, and where eligible under Employment Standards, severance if any, will be in accordance with the Employment Standards Act (2000) or as the ESA is amended.

10.04 The Company will maintain and post an up-dated plant-wide seniority list quarterly. Such lists shall show employees' job classifications. Copies of such lists shall be provided to the Plant Chairperson. The Company will supply the Plant Committee with the following information monthly with the check-off of dues and send a copy to the Local Union office(s):

- a) employees who acquire seniority;
- b) employees by rate and classification;
- c) employees transferred into or out of the Bargaining Unit;
- d) employees on leave of absence;
- e) employees on weekly indemnity or long term disability or Workers' Compensation (WSIB);
- f) employees on layoff and recall;
- g) employees who have lost seniority; and
- h) employees who are discharged.

The Company will provide on a **bi-annual** basis names, addresses and phone numbers on file of all employees.

ARTICLE 11 - LAYOFF AND RECALL – PRODUCTION ASSOCIATES

- 11.01 The provisions of this Article shall apply to the layoff and recall of employees outside the Skilled Trades classifications listed in the Skilled Trades Supplementary Agreement (Appendix “B”).
- 11.02
- a) Whenever it becomes necessary to decrease the working force and a layoff is necessary, students employed for the school vacation period, **temporary employees** and probationary employees will be the first laid off.
 - b) If further layoffs are necessary, the most junior employee in the classification will be selected. Where it would be detrimental to the Company’s ability to meet its customers’ requirements the Company may retain employees out of line of seniority for up to four (4) weeks.
 - c) Employees will be given individual written notice of at least three (3) working days’ notice provided the layoff does not exceed a period of four (4) weeks. If in excess of four (4) weeks, it shall be five (5) working days’ notice or in accordance with the Employment Standards Act. The Plant Chairperson or his/her designate if available shall be given advance notice of the layoff. The Company will **file separation documents with the government as technology allows.**
 - d) The Plant Chairperson shall be provided with a copy of which employees are laid off.
 - e) In a temporary layoff of two (2) consecutive eight hour work days or any part thereof, seniority shall not apply and notice need not be given. This type of temporary layoff shall not exceed one (1) normally scheduled work week in any calendar year, or forty (40) working hours in a calendar year. The Company will supply employees and the Union with a copy of a standard form when this clause is invoked.

11.03 Recalls

- a) When recalling employees to work after a layoff, they shall be recalled by seniority in the reverse order of layoff.
- b) Notice of recall will be given in writing and sent to the employee by courier or by registered mail to the employee's last known address. In addition to the above, other means of contacting an employee may be attempted by the Company.
- c) The employee shall report back to work no later than five (5) working days after receipt of written notification of recall. If such employee fails to respond to such recall within the said five (5) working day period, without a valid reason, he/she shall lose his/her seniority and his/her right to be recalled.
- d) It is the employee's responsibility to inform the Company immediately of any changes of address or telephone number.

ARTICLE 12 - CERTIFIED SKILL POSTINGS/VACANCIES

12.01 NOTE: This article applies to all employees except those in the Skilled Trades classification.

When training opportunities arise, a notice will be posted on the plant-wide bulletin board(s) indicating the skill set and number of training opportunities available. Employees will be offered to participate in the training for that skill in order of seniority. An employee may accept or decline the training opportunity for this skill **by** completing a "Training Opportunity Intention Form".

Once an employee has been provided an opportunity to develop a specific skill, they will not be entitled to another opportunity to be trained until all other employees have received an opportunity for training in order of seniority.

The intent is to ensure employees are provided an opportunity to receive training in order of seniority, and to create a balanced and flexible work force in an equitable manner.

Once the required number of training opportunities have been fulfilled, a notice will be posted on the plant-wide board(s) to indicate the names of the employees who have accepted the training opportunity.

Should an employee be absent at the time that they become eligible for a training opportunity and their absence will extend beyond two (2) weeks, the employee will be bypassed for the opportunity unless there are circumstances that would allow the opportunity to be held until their return, so long as it does not impact the efficiency of plant operations.

- 12.02 Successful applicants shall not be entitled to more than one (1) skill training opportunity at any one (1) time.
- 12.03 The successful applicant will remain at his/her present certified skill rate until he/she has concluded to the satisfaction of the company the training on the job skill and received certification.
- 12.04 Once an employee has received certification in a skill set, the work and job assignments associated with that skill set become part of that employee's regular work for purposes of work assignments and overtime allotment.

An employee once certified for a skill, may not subsequently opt out of performing in the associated work assignments.

ARTICLE 13 – HOLIDAYS

13.01 The following shall be recognized as Paid Holidays:

Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, and three (3) Personal Floaters for employees with five (5) or more years of seniority **or two (2) Personal Floaters for non-probationary employees with less than five (5) years of seniority**, and in addition, the extended Christmas Holiday as follows:

The Christmas Holiday period shall be from December 24 through to January 1 inclusive. Employees shall return to work the next regular scheduled work day following January 1st. Refer to Appendix D – “Letters of Understanding” for a listing of the dates for the specified holidays for the duration of this collective agreement.

The Company and the Union may change the date of any of the above holidays by mutual agreement.

13.02 The observation of the Personal Floater will be as follows:

- a) Employees will be granted permission by seniority, but the Company will not be obliged to grant the requested holiday to more than ten (10) employees or ten (10) percent of the employees, whichever is the lesser, in any one (1) department at one time.
- b) In order to receive payment for the holiday an employee shall:
 - i) Observe the holiday;
 - ii) Present his/her request for a particular day to his/her immediate foreperson, in writing, at least five (5) days in advance;

- iii) Employees unable to observe such holiday due to illness or injury shall receive the holiday payment on June 1, provided they are not in receipt of CPP benefits;
- iv) If an employee books his/her Personal Floater in accordance with the above and then gets laid off he/she will be entitled to payment;

13.03 Employees shall receive full pay at their regular rate for the above specifically named Paid Holidays, provided they have accumulated seniority with the Company and further provided that the employee has worked the working days immediately preceding and succeeding any of the said Paid Holidays. Any time short of the regular shift hours on these two (2) days will be deducted from the holiday pay to which the employee is entitled.

Notwithstanding the foregoing, an employee on approved leave of absence at the time a paid holiday falls or on a qualifying day will be paid for the holiday provided such leave of absence commenced less than thirty (30) calendar days prior to the holiday and provided such employee returns from leave of absence as scheduled.

Notwithstanding the foregoing, an employee absent on the working day immediately preceding or succeeding a Paid holiday due to illness or injury verified by a qualified physician's certificate will qualify for the said Paid Holiday provided the illness or injury has commenced not more than ninety (90) calendar days prior to the paid holiday.

An employee shall not lose more than the pay for one (1) holiday for any one unexcused absence. In the case of an approved weekly indemnity or Workers' Compensation (WSIB) claim, the Company will pay the difference between the employee's full pay at his regular rate and the amount of weekly indemnity benefit or Worker's Compensation (WSIB) benefit, as applicable, received for the day of the paid holiday.

However, such make-up will only be paid for holidays which occur within ninety (90) calendar days of the last shift worked by the employee. This payment will be made to eligible employees on the same date as paid out to all workers.

- 13.04 An employee who performs work on any of the said Paid Holidays set forth aforesaid shall be entitled to receive pay at overtime rates for the work performed on such Paid Holidays in addition to the holiday pay.
- 13.05 Any employee absent from work due to layoff when a holiday is observed shall receive full pay for such holiday provided the layoff did not commence prior to thirty (30) calendar days before the holiday is observed.

ARTICLE 14 - HOURS OF WORK

- 14.01 The regular working week shall consist of five (5) eight (8) hour days, Monday to Friday both inclusive. The first shift worked for the midnight shift will be Sunday P.M. In the event a regular shift ends on Saturday or starts on Sunday employees will not qualify for overtime premium for such time.

Notwithstanding the foregoing and the stipulation in Article 14.05, the Union's agrees to cooperate with the Company if the hours of work need to be adjusted to accommodate seasonal hours of operation or operational requirements of the Company. No changes will be implemented until meaningful discussion has taken place between the Union and Company.

- 14.02 No employee shall be penalized for failure to swipe his/her card, providing he/she gets it signed by his/her foreman prior to the end of his/her next working shift.

However, the Company limits the employee to two (2) failures per month. On the third occasion, the employee will automatically lose fifteen (15) minutes pay.

14.03 An employee who will be absent or late must call in and report such. Telephone call-in number is (519) 624-7900.

14.04 Shifts/Lunches/Rest Periods

- a) On any one or two shift operation, there will be two (2) ten (10) minute paid breaks and a thirty (30) minute unpaid lunch.
- b) On each three shift operation (i.e. line), there will be a ten (10) minute paid break and a twenty (20) minute paid lunch. However, the Company reserves the right to find an alternative work schedule that may create the opportunity of having employees work for a full eight (8) hours shift and get a thirty (30) minute unpaid lunch. In this instance, an employee will get two (2) ten (10) minute paid breaks.

c) The hours of shifts/work shall be as follows:

Days 6:50 a.m. to 3:00 p.m.

Afternoons 3:00 p.m. to 11:10 p.m.

Nights determined as per (b) above
(10:50 p.m. to 7:00 a.m.)

NOTE: The shifts/lunches/rest periods as determined are subject and posted to change based on the plant's operational requirements.

NOTE: Each shift above has the following:
(one (1) ten (10) minutes paid break in the A.M. of the shift;
and one (1) ten (10) minutes paid break in the P.M. of the shift,
and one (1) thirty (30) minutes unpaid lunch).

Where it is mutually agreed to by the affected parties the company may institute an afternoon shift consisting of four (10) ten hour shifts where there is a two shift rotation.

The hours of work for this shift will be from 3:00 p.m. to 1:00 a.m. and breaks and lunches will be established by mutual agreement.

The Company and the Union agree that meeting the needs of our customers is a priority.

Both parties agree to hold meaningful discussion when emergency situations arise where our normal operational shift schedules are not adequate to allow us to effectively satisfy our obligations to our customers. Both the Company and the Union will discuss alternative operational and shift schedules that will allow us to effectively meet our obligations.

- d) Shift rotation shall be days to nights to afternoons.
- e) Trades will go to breaks and lunch along with the respective areas they work in. Employees will not be permitted to leave the plant during their lunch period unless they **clock** in and out and are docked pay accordingly. **Employees** will require permission to leave the plant on lunch break.

14.05 Notwithstanding the Hours of Work as specified through in Article 14 the Parties recognize that shifts in areas or processes as determined by the Company may commence or conclude up to two (2) hours from the shift start/end times as specified. Prior to implementing such hours of work the Company agrees to meet with the Union Committee to explain the business rational for such change.

Employees required to work such hours will be selected from volunteers within the area concerned in accordance with their seniority and will be provided with (1) weeks' notice of such change.

14.06 Temporary Shift Change – so long as the employee(s) requesting such change have the skill and ability to perform the work, the Company agrees that employees may from time to time request the opportunity of exchanging shifts with other employees for their convenience and the Company will not unreasonably deny such request. Such temporary assignments shall not exceed thirty (30) days and will be granted on the basis of seniority.

14.07 When an employee wishes to work steady off-shifts, provided it does not interfere with the efficient running of the operation, such request will be granted. The appropriate number of senior employees in the classification will be offered the opportunity to work steady days, provided they are able to do the job without training. At no time shall any employee be forced to work a steady off-shift.

14.08 The Company agrees that the manning of the night shift will be filled by volunteers on condition that one hundred percent (100%) of the employees in an area; i.e. (Press Shop) volunteer to work a steady night shift. Employees volunteering for a steady night shift must do so for a period of no less than (3) three months.

In the event an employee in his/her area, at the end of a voluntary acceptance of a steady night shift declines and no other employee in the area volunteers for the minimum period the Company may with **(1) one** weeks' notice cancel the steady night shift.

ARTICLE 15 – OVERTIME

15.01 During times when Production Associates and Skilled Trades employees are on layoff, there may be occasions when production or maintenance requirements will create a need for employees on layoff to work, to supply customer demands.

It is not the Company's intent to work any prolonged periods of overtime while seniority employees are on layoff and to avoid such situations the Company will provide straight time work opportunities to laid off production associates or skilled trades employees.

To this end, laid-off employees can be used for short term work assignments after all regular employees have been asked as per Overtime Language.

However in emergency situations, overtime can and will be used. The Company will hold meaningful conversation with the Union to provide an explanation of the circumstances involving any and all emergency situations. Examples of emergency situations for the purpose of this provision are:

- 1) Equipment failure or tooling failure which would cause possible missed shipment to customer.
- 2) Vendor (or Supplier) late delivery, e.g. material.
- 3) Customer release change – increased requirements from short notice or insufficient lead time from customer. The Company will provide the Union with documentation and/or proof of short notice on increased orders by our Customers.
- 4) Manpower – absenteeism
- 5) Customer engineering changes resulting in additional scheduling requirements.
- 6) Pre-production launch on new and take over business.

15.02 Short Term Work Assignments

Will be used to cover PPH, Vacations, all other absences, production spikes and (temporary certified skills vacancies for the transition period), provided laid off employees are available and qualified.

Employees to work on short term work assignments will be as follows:

- a) At the time of layoff, employees will indicate whether or not they will be available for short term work assignments.
- b) A Committeeperson, upon being advised of the requirements, will call in laid-off employees to work such short term work assignments.
- c) Laid off employees will not be eligible for call-in pay.
- d) All calls will be done by seniority provided the employee has the skill and ability to perform the work required. If the employee cannot be reached by phone (home phone) for any reason, he will be deemed not available and we will proceed to call the next employee on the list.
- e) Any employee who refuses short term work assignments would not be subject to termination.
- f) Any employee called to work on short term work assignment for thirty (30) days in any three (3) consecutive month period, will not be subject to benefit reinstatement. However, any employee who works greater than thirty (30) days in a three (3) consecutive month period will be entitled to benefit reinstatement as follows:

This will confirm our agreement that laid off workers who perform short term work assignments as per Article 15.01 of this Collective Agreement will receive the following:

(Paid Holidays, consistent with the usual qualifiers; Bereavement Leave and pay; Safety Boots; Social Justice Fund contribution; Pension Credits; Vacation pay accumulation).

Laid off employees who work as prescribed in Article 15.01 will not be allowed time off to observe vacations, personal floaters, etc.

However, such employees will be allowed to “book,” not take, and be paid the floater as in Article 13.02 (b)

(iv) Employees will only be eligible for such benefits on and for the days on which they worked.

The forty-eight (48) months referred to in Article 10.03 (f) shall commence on the date of the official layoff and work opportunities for laid off employees, as described in Article 15.01, paragraph 2, shall not change the commencement date of this forty-eight (48) month period, however any employee who has worked for single periods of three (3) consecutive months on short term work assignments will have that period added to the expiry date of their recall rights.

- g) Employees recalled to work on short term work assignments must be willing, able and qualified to do the work available without a training period.
- h) Short term workers will rotate into the overtime work schedule in accordance with the terms of the collective agreement.

- i) **In the event no laid off employees are available for short term work assignments, temporary employees will be utilized. Length of temporary assignments will be to a maximum of six hundred (600) hours.**

15.03 Overtime Calculation

For the purpose of overtime calculation only, approved or scheduled time off work will be considered the same as time worked.

- a) The overtime rate of pay shall be time and one-half (1 1/2 x) for hours worked in excess of a total of forty (40) hours from Monday through Saturday inclusive.
Hours worked shall include the following: time worked, Holidays, approved vacation, approved leave of absences, bereavement leave and any paid union leaves in any one week (Monday to Saturday).

The Company will not rely on the forty (40) hour rule contained in this clause if it has scheduled a layoff for an employee being affected by this provision during the week.

- b) The overtime rate of pay shall double time (2X) for work performed on Sundays and Paid Holidays.

15.04 No employee shall be compelled to work overtime.

The Company and the Union recognize that the manufacturing operations of the Company are highly and completely integrated with Single Sourcing and Just In Time delivery requirements of the Company's customers which may from time to time require emergency overtime. In such situations the Company agrees to meet with the Plant Committee to discuss such overtime assignment and the necessity to have the overtime worked. The Company will give as much advance notice as possible.

15.05 Overtime Posting

- a) The Company shall post in mutually agreed areas of the plant a list of employees who have accepted or refused overtime.

A copy of the overtime sheets will be provided to the Union.

The overtime sheets will be posted at least (2) two hours before the end of the employees last regularly scheduled shift proceeding the overtime during the week and at least (4) four hours prior to the end of the employees last regularly scheduled shift proceeding the weekend.

If no objection is raised at least (1) one hour prior to the end of the shift, it will not be the subject of a grievance. Should a valid objection be raised at least (1) one hour prior to the end of the shift and it is not acted upon by the Company, it will result in payment to the employee and their overtime equalization will be credited accordingly.

- b) When there is a **twenty-eight (28)** hour variance or less in overtime hours between employees, and the wrong employee(s) are asked to work, the Union agrees this will not be subject to payment.

15.06 Incapacitated/Modified/Work Hardening Employee(s) Overtime

- 1) Employees with temporary restrictions, placed on modified duties or work hardening duties shall not be entitled to overtime.
- 2) Employees that have provided the company and the union satisfactory medical evidence of permanent restrictions and have been placed in modified duties with the mutual agreement of the Company and the union overtime shall apply as follows:

- a) They will not be entitled to work overtime on jobs other than those spelled out in their modified duties.
 - b)i) Should their overtime hours entitle them to work and there is work available within their normal modified duties they will be entitled to work.
 - b)ii) Should their overtime hours entitle them to work but there is no work available within their normal modified duties they will be charged as if they had refused.
 - c) Incapacitated Workers/Modified/Work Hardening Employees(s) will have their hours credited as per Article 15.
- 3) The parties agree that by September 30, 2003 of this Agreement, a Disability Management Program will be in place. This program will deal with incapacitated employees, as defined in Appendix "D" Incapacitated Employees of the 1998-2001 Collective Agreement. It is agreed that the Disability Management Program will include the intent of the "Incapacitated Employees" letter, as follows:

(Incapacitated Employees):

It is the intent of the Company and the Union that in the event an employee becomes physically handicapped and is unable to continue his/her job, with or without modifications, that every reasonable effort will be made to place such employee in another job as soon as possible. This provision shall not preclude the Company from placing an employee who has suffered an injury or illness on another job within his/her capabilities. Immediately upon such placement, the Union will be advised. The Company and the Union will then review all relevant circumstances and will make every reasonable effort to determine, by mutual agreement, the most appropriate work for such employee in light of his/her capabilities. Such determination will be made in accordance with the following terms and conditions:

- a) When another job is or can be made available within the Bargaining Unit the Company and the Union may by mutual agreement assign such employee to the job, provided the employee has sufficient seniority to work within an agreed classification. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the Company and the Union.
- b) All such placements should be in an existing classification and as closely related to the injured workers certified skill sets and shift as possible.
- c) An employee assigned under this provision must submit proper medical evidence of his/her disability with restrictions and limitations clearly identified.
- d) In the event of concerns related to an employee's capabilities, then arrangements will be made with an independent medical specialist selected by mutual agreement who will assist the parties in making a final binding determination.
- e) An employee under this provision must update his/her medical evidence as required or at least annually which may be reviewed by mutual agreement by an independent medical specialist.
- f) The Company and the Union will monitor employees under this provision to ensure the terms and intent of this Letter are being respected.
- g) Employees placed under this provision will be paid the rate of the job or their former rate, whichever is the greater.
- h) This provision will apply equally to all disabled employees.
- i) The layoff and recall provisions of the Collective Agreement shall apply in the same manner as if the person had not been disabled.

- j) The Company and the Union agree that as soon as employees placed under this provision are able to perform the duties of the work in which they have received certification, they will be returned to such work.
- k) It is understood and agreed that the distribution of overtime, as set forth in Agreement may not apply to incapacitated employees. Any disputes related to this provision will be subject to the grievance procedure.

15.07 Weekend Overtime

The Company will distribute overtime on five (5) hour shifts. In the event more than five (5) hours of overtime is required, the Company will notify the Union in advance of their intention. The Company can only increase overtime hours for the following reasons:

- a) Where more production is required
- b) In the event of an emergency
- c) Material shortages/Engineering changes
- d) Where immediate shipment is required and customer's demands are to be fulfilled.
- e) Where equipment/tool maintenance is required.

15.08 Overtime Offer and Distribution

- a) The Company will distribute overtime as equitable as possible among the employees within the certified skill for Production or Skilled Trades classifications on the shift where the overtime occurs as subject to Article 15.05 (b). Overtime will be distributed and offered on a low person concept in that the person with the lowest record of overtime hours will be the first offered an opportunity for overtime.

Any opportunity of overtime will be credited to an employee which will serve the principle of equalization of overtime within each certified skill requirement in the Production or Skilled Trades classifications.

- c) The Company will maintain records of all overtime worked and credited which will be revised and posted daily in enclosed bulletin boards. The Union will be provided with a copy of such records weekly.

15.09 When reasonably possible employees will be notified the work day before week day overtime and the Thursday before weekend overtime.

15.10 If the Company is unable to obtain sufficient employees to work overtime among those employees with the certified skills required on the shift, the opportunity to work overtime will be distributed as follows:

Overtime occurring during the week or weekends will first be offered to employees on another shift, who have low hours and the certified skills.

15.11 Any employee entering a classification shall be credited the average hours of that classification on the shift.

15.12 For equalization purposes overtime opportunities will be converted to straight time hours. The maximum hours charged for weekday overtime shall be six (6) straight time hours, for Saturdays **eighteen (18)** straight time hours, and for Sunday twenty-four (24) straight time hours. The maximum hours charged will be increased if an emergency arises that requires the employee to work longer than the maximums stated above or pursuant to Article 15.03.

15.13 **For purposes of overtime equalization only,** employees who do not report for overtime opportunities or employees who cancel after having accepted to work overtime less than one hour prior to the end of their last regularly scheduled shift preceding the overtime, will in either case be credited with double (2X) the equivalent amount of straight time hours as if they had worked the overtime. Similarly, employees who do not complete an overtime opportunity for any reason other than work related injury will be credited double the equivalent amount of straight time hours for all hours not worked.

15.14 Employees temporarily switching shifts shall be the last employees in the classification on the temporary shift to be entitled to work overtime and will have no claim to any overtime opportunity from the shift they had switched from.

15.15 Should it be necessary to telephone employees at home the Company shall have a Union representative present to verify any calls and such Union Representative shall co-sign a listing to denote his/her concurrence. Employees telephoned but not contacted will be bypassed for the overtime shift and will have their hours credited as though they had been worked.

15.16 a) An employee absent for any reason when overtime is offered, will be charged as if present should their hours entitle them to be offered an overtime opportunity.

b) Any employee absent due to scheduled vacation only may advise the Company in writing prior to such absence of their availability and desire to work overtime and they will be assigned to such overtime if their hours entitle them to work.

It will be the responsibility of the absent employee to confirm their overtime status.

This provision is not meant to limit employees from working on a weekend following a period of vacation or a period of disciplinary suspension.

15.17 Employees asked to work at least two (2) hours overtime on a regular work day will receive a ten (10) minute break at the end of their regular shift or at the end of an overtime if it is prior to the start of their regular shift.

15.18 Overtime hours shall be zeroed yearly on December 31st.

15.19 a) Employees voluntarily switching shifts on a permanent basis will be credited with the highest hours in the classification upon entering the new shift.

b) Employees required to switch shifts on a permanent basis will be credited with the average hours in the classification upon entering the shift.

ARTICLE 16 - REPORTING AND CALL-IN PAY

16.01 An employee reporting for work without having been advised that there is no work shall receive a minimum of four (4) hours pay at the applicable hourly rate, unless it is beyond the Company's control. A Plant Committee member or steward will be notified at the earliest opportunity of the decision.

16.02 Any employee who is called to work as a result of emergencies and works four (4) hours or less shall receive a minimum of four (4) hours pay at the applicable rate.

ARTICLE 17 - VACATION WITH PAY

17.01 The vacation year for calculation purposes shall be from June 1st to May 31st or closest pay period to it during the term of this Agreement.

The Company may require all employees, subject to this Agreement, to take a vacation period and may close the plant or any part of the operation for that purpose at any time convenient to the Company, between July 1st and September 1st in any year, but not to exceed two (2) consecutive weeks and employees shall be notified by April 30th. If any of the Paid Holidays occur during an employee's vacation, the employee will be granted an extra day off with pay at the beginning or end of the vacation. Employees who are scheduled to remain on duty during any plant shutdown or who have vacation entitlement in excess of two (2) weeks will be allowed their vacation at a mutually convenient time. The Company will not unreasonably deny any such requests.

Responses will be in writing and the Union will receive copies of all requests and responses. Any denial will include an explanation and alternative dates for the employee's consideration. If work is required during a vacation shutdown period, the opportunity to work will be offered to employees by classification seniority.

17.02 Vacations shall be taken in the year of entitlement and shall not be cumulative. Employees will be required to take a mandatory two (2) weeks' vacation. Employees not scheduled to take the mandatory two weeks by March the 1st of any year of entitlement shall be scheduled by the Company.

Vacation with Pay – Vacation to be paid in accordance with the current schedule, except as noted below and at the time that the employee takes his/her vacation.

Vacation Pay Method:

Vacation pay will be paid based on the employee's regular hourly rate multiplied by the number of hours taken. In addition, the employee will receive a lump sum payment of four percent (4%) (six percent (6%) for employees with five (5) or more years of service) of overtime earnings from the previous year in December of the current year (less normal and statutory deductions).

An employee who has been off work as a result of a current WSIB or WI claim and receiving temporary income replacement benefits will be eligible for vacation time off and pay in accordance with his/her seniority in the year following the onset of the claim.

An employee who is laid off or recalled will receive prorated vacation time and pay in accordance with the amount of time worked (e.g. 1/12 of the employee's full year eligibility for each full month of employment).

An employee who has not taken all of his vacation entitlement by the end of the vacation year, will be paid all of his earned but unpaid vacation in one lump sum and no additional vacation time will be owed to the employee.

The agreement will be adjusted to reflect the new vacation entitlement, but existing employees on the Company's seniority list as of December 4, 2002 shall have any payment entitlement paid out based on the formula in place prior to December 4, 2002 or until they reach a new vacation entitlement level under the new schedule.

17.03 New Vacation Entitlement Program

Effective December 4, 2002, an employee's existing vacation entitlement shall be grandfathered. Future increases to an existing employee's vacation entitlement and the vacation entitlement for new employees shall be as follows: Each employee will be granted an annual vacation with pay in accordance with the following provisions.

The employee will receive vacation with regular pay for each day.

Seniority as of June 30th;

Less than 1 year	1 day per month to a max of 10	4%
1 year but less than 5 years	=	10 days
5 years but less than 15 years	=	15 days
15 years but less than 30 years	=	20 days
30 years or more	=	25 days

Any existing employee having more than twenty (20) days of vacation time earned as of November 15, 2005 will continue to be eligible for this vacation time provided he/she meets the normal eligibility requirements as per Article.

ARTICLE 18 - GROUP LIFE INSURANCE

- 18.01 Employees on the active payroll who have completed their probationary period with the Company shall be eligible for the Life Insurance Benefit of \$36,000.00.
- 18.02 Employees on the active payroll who have completed their probationary period with the Company shall be eligible for Accidental Death and Dismemberment Insurance in the amount \$26,000.00.
- 18.03 Effective November 16, 2005, retiree life insurance shall be made available for employees who have a minimum of twenty (20) years of credited service prior to their retirement. Effective July 29, 1995 retirees shall be eligible for Life Insurance of \$5,000.00. Those who retire on or after July 29, 1998 shall be eligible for Life Insurance of \$6,000.00. Employees hired after February 9, 2012 will not be entitled to retiree life insurance.

ARTICLE 19 - HEALTH INSURANCE

- 19.01 The Company will provide the following benefits to employees on the active payroll (including spouses and dependants who have completed the probationary period as per Article 10 of this Agreement).

Employees hired after May 15, 2015 are required to pay thirty dollars (\$30) per month for single coverage or forty-five dollars (\$45) per month for family coverage. Additionally, certain benefits will also be extended to retired employees and surviving spouses as outlined in this Article (Weekly Indemnity and Extended Disability benefits are excluded) provided that effective November 16, 2005, retiree benefits shall be made available for employees who have a minimum of twenty (20) years of credited service prior to their retirement. Employees hired after February 9, 2012 are not entitled to receive retiree benefits. Where an active employee dies, the family of such deceased employee will receive benefits coverage for an additional period of two (2) years.

The benefits provided herein and under Article 19, shall be subject to the terms and conditions which are contained in the current policies and contracts as they existed on April 29, 1992 and as subsequently amended by the terms of the Collective Agreements effective from July 29, 1992 to July 28, 2001 and from July 29, 2001 to November 15, 2005, and from November 16, 2005 to November 15, 2008, May 29, 2009 to June 1, 2012 and from February 9, 2012 to June 1, 2015 and from June 11, 2015 to February 3, 2017 **and from February 4, 2017 to February 3, 2020**. If there is any dispute it shall be handled through the normal grievance and arbitration procedures. This provision will not preclude the Company's right to select and/or change Carriers.

Should the Company consider changing the Carriers for any of the benefits provided under the Collective Agreement the Union will be given ninety (90) days' notice to have input into any such decision.

The Company shall give consideration to any proposal brought forward by the Union. Any decision to change Carriers shall be based on the cost and service provided by prospective Carriers.

a) Weekly Indemnity

Of sixty percent (60%) of regular weekly earnings to a maximum of five hundred and fifty dollars (\$550) effective July 29, 2002. The benefit is payable from the day of the accident or the first day confined to hospital (including a surgical procedure as an outpatient or in a Doctor's office) or the fourth (4) day of sickness.

The benefit will continue for up to thirty (30) weeks starting December 16 2002, during which the covered person is under the regular care of a physician, legally licensed to practice medicine. The parties agree to register a PLAN with the Employment Insurance Commission that shall offset payment of benefits by the Company to the maximum allowed by EI.

The Union agrees on behalf of the membership that the Company is to keep one hundred percent (100%) of any E.I. rebate in consideration for increased benefits.

In cases where a WSIB claim is involved an employee may apply for and receive weekly indemnity benefits and Extended Disability benefits, subject to an appropriate waiver, provided the employee meets the applicable disability requirements. The insurance policy will be amended to delete work related ineligibility.

Any additional medical evidence after the first submission, being requested by the Company or the Carrier, will be paid by the Company, provided that the initial claim form has been completed as required.

If the employee cannot meet the return to work date or there is no return date specified, as indicated on the disability form, any request for additional medical evidence will be paid by the employee. Income tax will be deducted at source from Weekly Indemnity and Extended Disability benefits.

NOTE: Part (b) below, the new changes became effective December 16, 2002.

b) Prescription Plan

- (1) Each employee is provided with an I.D. Card. On receipt of eligible prescriptions, the employee will pay the pharmacist two dollars (\$2) and present the I.D card. (The policy will provide the same eligibility rules for students until age twenty-five (25) as per other benefits).
- (2) The plan will continue to utilize “generics” where possible.
- (3) The Dynamic Therapeutic Drug Formulary will apply to all active employees and their eligible dependants and Ontario Drug Benefit Formulary (ODBF) shall apply to all eligible retirees and their surviving spouses.
- (4) Only drugs requiring a prescription from a physician, legally licensed to practice medicine shall be covered (i.e. no Over The Counter drug coverage). OTC drug products to be covered include the following:

*for which there are no alternatives, and lack of access to them could lead to life, limb, or organ-threatening disease;

*required for use in combination with another ODB (Ontario Drug Benefit) covered drug product;

*whose removal would likely lead patients to switch to other toxic and/or more costly alternatives;

*used to treat a communicable disease with a significant public health impact;

- (5) there shall be an eight dollar (\$8) maximum on drug dispensing fees.
- (6) Cost of prescription co-pay will be ninety percent (90%) paid by the Company and ten percent (10%) paid for by the employee **with a maximum cap of three hundred and ten dollars (\$310) per employee**. All other payments requirements will continue as per the terms of the current CBA.

c) Vision Care
Including coverage for Laser Eye Surgery of **two hundred and fifty dollars (\$250)** will be provided every thirty (30) months. The above thirty (30) month period will be amended to once every fifteen (15) months for a prescribed lens change. The benefit for special contact lenses is two hundred and fifty dollars (\$250).

d) Dental Plan

The (ODA) Ontario Dental Association fee guide will be used as follows for the duration of this Collective Agreement:

February 4, 2017 = 2016 ODA fee guide

February 4, 2018 = 2017 ODA fee guide

February 4, 2019 = 2018 ODA fee guide

Dental recalls shall be once every nine (9) months.

The yearly maximum for Dentures, Crowns and Bridgework will be \$1,600 effective July 29, 2000 (with coverage to replace natural teeth regardless of the date of extraction). The lifetime orthodontics maximization is \$2,100 effective July 29, 2000, which can be expended in any time period (offered to retirees on a 50/50 co-pay basis). Periodontic services for employees, eligible retirees and eligible dependents will be limited to six (6) units per year.

Percentage payable by the Company for Periodontic, Endodontic and Routine care – ninety percent (90%) of eligible payment;

Periodontic and Endodontic benefits for retirees and their eligible dependents will be provided on a 50/50 co-pay basis.

Effective July 29, 2002, white fillings will be covered.

The company may choose to offer and if it does, an employee (includes dependents) may choose to opt out of the Company health benefits plans at any time provided that such employee provides the Company with proof of insurance from another source. The effective date of an opt-out decision will be the first of the month after such decision is made by the employee.

For each full month that the employee is not covered by the Company's benefit plans, the employee will receive a monthly payment (less normal deductions) to be determined by the Company. Specifically the following benefits will not be offered to employees choosing to opt out: Prescription drugs; vision; dental; major medical.

Health Care Benefits – Retired Employees

All of the changes that are applicable to active employees will apply to retired employees and should the parties agree to make further benefit related cost savings changes during the term of the new collective agreement, those changes will apply to retired employees.

Benefit coverage will cease if a retiree begins to work for another employer and is eligible to receive benefits with his new employer. However, if the retiree is no longer working for another employer and notifies the company in writing about the change in their employment status, the retiree will be provided medical benefits in accordance with medical plan policies and the terms of the CBA.

A retiree who is working elsewhere after retirement and who is on the Company's health and medical programs must report his employment status to the Company as required by the Company.

The Company may choose to offer and a retiree (includes dependents) may choose to opt out of the Company health benefits plans at any time. The effective date of an opt-out decision will be the first of the month after such decision is made by the retiree. For each full month of that the retiree is not covered by the Company's benefit plans, the retiree will receive a monthly payment (less normal deductions) to be determined by the Company. Specifically the following benefits will not be offered to retirees choosing to opt out: Prescription drugs; vision; dental; major medical.

e) Extended Disability Benefits Plan with the following provisions:

- i) Employees shall be eligible for benefits under the Plan upon exhaustion of Weekly Indemnity benefits;
- ii) Benefit levels under the Plan shall be \$1,900.00 per month (effective July 29, 2002, \$1,950.00). Current recipients to receive a benefit level of not less than \$1,400 per month;
- iii) Benefits payable under the Plan shall be reduced by the amount of benefit payable under the disability provisions of the Canada Pension Plan and/or under Workers' Compensation (WSIB) legislation in respect of the disability for which Extended Disability Benefits are payable;

Notwithstanding the foregoing, reductions for the amount of benefit payable under the disability provisions of the Canada Pension Plan will only be made under the following conditions;

The employee did not apply for CPP disability prior to the termination of weekly disability benefits, or;

The employee is in receipt of CPP disability benefits;

- iv) Reductions under (iii) above shall be limited to the originally determined employee amounts and shall not include subsequent cost-of-living adjustments to such amounts;
- v) the maximum duration of benefits under the plan will be equal to the employee's service at the time of his/her disability minus twelve (12) months, or if the employee's service is ten (10) years or more at the time of his/her disability, until he/she attains age sixty-five (65);
- vi) "Disability" for the purposes of the Plan shall be defined as totally disabled from the employee's own occupation for the waiting period thirty (30) weeks, and next two (2) years of disability; from then on to end of eligibility, totally disabled from any occupation for which the employee is reasonably fitted by education, training or experience;
- vii) Any recurrent disability that is separated by return to active full-time work for less than three months will be deemed to be one period of total disability;
- viii) An employee who is working elsewhere while on LTD must report his employment status to the Company. In addition, employees who are employed elsewhere will not be eligible for health benefits from the date that their new employment begins and in any event for no more than the two years stipulated in the collective agreement.

f) Major Medical Plan

With coverage as per the existing plan with changes as described herein: An overall maximum of \$60,000.00 (\$30,000.00 for private duty nurse) will apply.

Provision of insulin pump kit, lymph press/sleeve and inflatable penile prosthesis is covered by the plan.

An annual maximum amount of five hundred dollars (\$500) to be used for the services of the following medical service providers: Health Practitioner, Chiropractor/Osteopath, Naturopath and Podiatrist, Psychologist, Masseur, Physiotherapist and Speech Therapist.

Hearing aid devices to provide a maximum benefit of eight hundred dollars (\$800) per person, per benefit in any thirty-six (36) month period.

Foot Care –Orthotic devices, arch supports or moulds – seven hundred dollars (\$700) maximum in any three (3) year period (orthopedic shoes will not be covered).

Children dependent coverage to end at nineteen (19) unless in full time attendance in school and then only to age twenty-three (23).

Downloaded changes in government sponsored health and medical plans/services/programs will not be applied to Company provided employee health and medical services/programs unless mutually agreed to in writing by the parties. Should the Government legislate changes to benefit or pension plans which are more cost effective or create opportunities for cost reductions but no change in benefit value to the employees, the parties agree to support and incorporate these changes in the Company's benefit and pension plans.

19.02 An employee who is absent from work for three (3) working days or more due to illness or injury, upon return to work must provide to the Company a doctor's note. The note must confirm that the employee has been under medical care and what their present status is.

Should the cause of the absence be work related, a doctor's note must be provided even if the absence is only for one (1) day.

19.03 All Company paid benefits will remain in effect for a period of four (4) months beyond the month of layoff and all Company paid benefits will remain in effect while an employee is in receipt of Weekly Indemnity, Extended Disability or Worker's Compensation (WSIB) temporary disability benefits for a period of no more than two years.

Notwithstanding the foregoing employees on layoff who have exhausted benefit eligibility who are then recalled from layoff will not be eligible for benefit coverage again on layoff until the completion of thirty (30) days of active service in any three (3) consecutive months period, except that such employees shall have benefit coverage while at work and to the end of the month of layoff, if such layoff occurs prior to the completion of thirty (30) days of active service after recall.

19.04 The Company shall have the right, and an employee claiming payment for disability (i.e, Weekly Indemnity, Extended Disability) shall afford an opportunity for examination of the employee by a physician appointed by it, when and as often as it may reasonably require while a claim for benefits is pending.

An employee required to travel more than fifty (50) kilometres (one way) for a medical examination ordered by the insurer shall be reimbursed on the basis of thirty cents (\$0.30) per kilometre.

19.05 Disputes

If a dispute shall arise pertaining to this Insurance Plan:

- 1a) The Union and the Company shall review the matter on the day the objection is raised.
- 1b) If an agreement is not reached within three (3) days of such meeting, the Union may present a grievance as described in Article 7.04 (Grievance Procedure) of the Collective Agreement. The grievance shall be discussed within five (5) working days from the date the grievance was submitted to the Company: unless it is mutually agreed to extend the period; If the matter is not resolved through the Grievance Procedure, the Union may invoke one (1) of the following procedures.
- 2a) The employee shall continue on disability claim during the period of dispute to a maximum of four (4) weeks. The Company shall have the right to recover the monies by any means available, including from vacation monies, if it is subsequently determined that the employee was not entitled to such benefits.

The Union and the Company shall review the matter and determine the type of third party medical opinion (i.e. General Practitioner or Specialist) provided that a dispute arises involving a difference of opinion between two qualified physicians or a dispute between the employees physician and the insurance company.

The Union and the Company shall agree on the legally qualified physician who will be clearly mandated by both parties to render the binding impartial third party decision. Agreement on the third party shall be reached in a reasonable and expeditious manner.

All communication with the selected physician will be done jointly and both parties will share relevant information on any matter in dispute.

Any employee who is party to this dispute resolution process will agree to sign a waiver/release that enables the Company and Union to review any relevant medical information.

2b) The Union can refer the dispute to arbitration.

The employee shall continue on disability claim during the period of dispute to a maximum of four (4) weeks. The Company shall have the right to recover the monies by any means available, including from vacation monies, if it is subsequently determined that the employee was not entitled to such benefits.

The parties shall review all medical evidence twenty-one (21) days prior to arbitration and may mutually agree on what evidence may be submitted in arbitration as admissible evidence.

As an exception to the normal process either party may utilize the expedited arbitration provisions of any current legislation.

19.06

The Company agrees to contribute one cent (\$0.01) per hour worked to the **Unifor** Social Justice Fund. The Company agrees to forward the contributions quarterly to:

The Bank of Montreal
Transit No.2465
Account No.1018-788

The Company will forward the number of employees, the number of hours used in the payment calculation and the period of time covered to all Plant Chairpersons and to the following address at the same time the contributions are made:

UNIFOR SOCIAL JUSTICE FUND
205 Placer Court
North York, Ont., M2H 3H9

ARTICLE 20 - PENSION PLAN

20.01 The Company-paid Pension Plan shall be continued as amended, with the following provisions:

- a) Effective December 31, 2002, retirement shall be mandatory at age sixty-five (65).
- b) Credited service to be based on one (1) year's credit for each 1,700 hours worked, with proportionate credit for hours less than 1,700: In addition, hours will be credited at the rate of forty (40) hours per week to cover;
 - i) absence while in receipt of Worker's Compensation temporary disability benefits;
 - ii) absence while on authorized Union leave of absence, subject to Revenue Canada limits;
 - iii) absence while on authorized public office leave, except as provided for in Article 27.01 (b);
 - iv) absence due to observance of paid holidays; and
 - v) absence due to annual vacation;

- vi) absence due to the employee being on layoff, provided the employee has been credited with at least one hundred and seventy (170) hours in the year the employee was laid off;
 - vii) Employees in receipt of weekly indemnity benefits extended disability or WSIB benefits to accrue pension credits of up to two (2) years.
- c) Monthly Pension Benefits will be provided as follows for each year of service commencing after July 29, 1989;
Effective: July 29, 2000 = \$ 46.00.
- d) All past service prior to the effective date shall be raised to current levels.

One hundred and seventy (170) hours shall be required for a minimum credit in a plan year.

- e) The effective date shall be July 29, 1989.
- f) There shall be a Joint Board of Administration consisting of two (2) members, one (1) of whom shall be appointed by the Company, and one (1) by the Union.
- g) The normal form of pension shall be:
- i) For a retiring member with a spouse, a pension payable for the member's lifetime and a pension of sixty percent (60%) of the member's pension to the eligible spouse for the lifetime spouse based on an actuarial equivalent to a Life Only benefit;
 - ii) For each year in excess of five (5) that a spouse is older or younger than the member, the spouse's pension benefit will be increased or decreased, respectively, by two percent (2%);

- iii) The joint survivor form of pension may be waived by written agreement of both spouse and member, and an actuarially equivalent alternative option may be chosen.
- iv) For a retiring member with no spouse, a pension payable for life based on an actuarial equivalent to a Life Only benefit.
- h) Effective July 29, 1995, then current retirees' benefits were increased by ten dollars (\$10) per month per year of service. Such retirees' benefits were subsequently raised by forty-two dollars (\$42) per month, per year of service on July 29 in 1996 and 1997. Under the terms of the 1995-2001 Pension Plan, increases of two dollars (\$2) per month, per year of service will also be granted on July 29 in 1998, 1999 and 2000.
 - i) In 1995 it was agreed that effective July 29, 1995, the normal retirement pension and the Special Allowance, if any, of a Member who retired after July 29, 1995, would be increased on July 29, 1996 and on each subsequent July 29 of the following four (4) years at a rate equal to ninety percent (90%) of the average rate of increase in the Consumer Price Index during the previous twelve (12) months ending on May 31, of the year in which the increase takes place, provided, however, that the increase shall be reduced where necessary so that the benefit rate after the increase does not exceed the corresponding benefit rate applicable to an active member retiring on that date.
 - j) **All employees hired after February 4, 2017 will not be eligible for the Defined Benefit Pension Plan and will instead, participate in the Group RRSP/DPSP as defined in Letter of Understanding #10.**

ARTICLE 21 - BEREAVEMENT

21.01 When a death occurs in an employee's immediate family, i.e. brother, sister, stepbrother, stepsister, stepchild, stepparent, brother-in-law, sister-in-law, grandparent, grandchild or current spouse's parent, the employee will be granted, upon application, a leave of absence with pay for three (3) normally scheduled working days, excluding Saturday, Sunday and holidays which may occur commencing with the date of death.

When a death occurs in an employee's immediate family, i.e. current spouse, daughter or son, mother or father, upon application, the employee will be granted a leave of absence with pay for five (5) normally scheduled working days excluding Saturday, Sunday and holidays, which may occur commencing with the date of death.

When the death of an employee's current spouse's grandparents occurs, upon application, the employee will be granted a leave of absence with pay for one (1) normally scheduled working day, excluding Saturday, Sunday and holidays which may occur commencing with the date of death.

ARTICLE 22 - JURY DUTY

22.01 The Company will make up the difference between the amount of money per day, less travel expenses, an employee received while required to attend for selection or serving as a member of a jury on a scheduled working day, including coroner's jury, or subpoenaed as a Crown witness, to an amount equal to the normal eight (8) hours pay which he/she would have been eligible to receive for working that day.

22.02 Any employee who, by reason of any summons or subpoena, is required by law to do anything, shall be granted an immediate leave of absence for the period of time required for such employee to complete anything that the employee is required to do by reason of any such summons or subpoena and the employee shall retain and accumulate seniority and benefits while on such leave of absence.

ARTICLE 23 - HEALTH AND SAFETY

23.01 The Company shall make adequate provision for the safety and health of all employees during the hours of employment.

23.02 The Company shall make every effort to comply with all applicable legislation pertaining to occupational health and Safety and all provisions of this article shall be adopted as company policy.

23.03 The Company and the Union jointly agree to promote measures to assure the health and safety of all employees.

23.04 The parties agree to set up a Health and Safety Committee with membership comprised as follows:

With a Bargaining Unit population greater than three hundred (300) there will be **three (3)** members representing workers selected by the Union and **three (3)** members representing Management selected by the Company.

With less than three hundred (300) there shall be **two (2)** members representing workers selected by the Union and **two (2)** members representing Management selected by the Company.

The Health and Safety Committee will have Co-Chairpersons, one (1) Co-Chairperson elected or appointed by the members representing workers, and another elected or appointed by the members representing Management.

The Co-Chairperson representing workers will be granted two (2) hours per day to attend to health and safety issues, identifying and coordinating safety related training needs, assisting in developing training packages, in-house training where qualified, developing and presenting safety talks, tracking to ensure monthly safety audits are carried out and accident/incident investigation. During any absences of the Union Co-Chairperson, the Company will recognize the alternate Union Co-Chairperson, who will be selected by the Union. The alternate must be a member of the Joint Health and Safety Committee.

The Company will, within a reasonable time, arrange for the necessary training for **two (2)** Union members and two (2) Management members of the Joint Health and Safety Committee to become certified members.

It is expected that the Co-Chairpersons of the Joint Health and Safety Committee (JHSC) will be included as certified members. In addition the Company will send two (2) persons selected by the Union and two (2) persons selected by the Company **to attend** instructor training. They shall be selected from the JHSC, unless mutually agreed otherwise. The Company is to pay for lost time and registration.

Every certified member of each JHSC will complete hazard specific training. Where required, each plant will complete a new hazard assessment, to be conducted by the new certified members, if any. Otherwise, the hazard assessment will be conducted by existing certified members. This assessment will determine any specific training that is required for the Part 2 Hazard Specific training. Where at the discretion of the JHSC any member is deemed to have met the criteria for any module through previous training or experience, the training for that module may be waived.

The Company agrees to develop jointly with the JHSC Union Co-Chairperson, an assessment format as well as determine the appropriate content of the specific training within three (3) months of the signing of this Agreement.

The people who receive the Instructor Training will then be responsible for WHMIS and all health and safety training. If training is done in a classroom setting a **Unifor** instructor will do the training. This paragraph shall not preclude the use of other jointly selected qualified people to conduct training in Health and Safety. Once in the second year of this agreement, and once in the third year of this agreement, the said instructor training and the said necessary training for certification will be provided to employees who have replaced any representatives previously trained.

The Union Co-Chairperson will be assigned to steady day shift.

23.05 In addition to the duties given to the Health and Safety Committee under applicable Occupational Health and Safety legislation, the Committee will:

- a) Promote compliance with pertinent legislation.
- b) Meet at least once each month, or more regularly as mutually agreed, to review Health and Safety matters, local Health and Safety education, information programs, employee job-related safety training including lift-truck training, compensable lost time accidents, workplace health and safety reports on such accidents, and to analyze medical aid and first aid injuries and make any necessary recommendations.
- c) Designate one (1) or more member of the Committee who represents workers and one (1) or more member of the Committee who represents Management to tour the Plant to inspect the physical condition of the workplace once per month as scheduled by the Health and Safety Committee.

- d) Designate the Co-Chairpersons of the Committee to investigate any accident where a worker is killed or critically injured at work. Should such an accident occur when the Union Co-Chairperson is not available, a designated alternate will participate in the investigation, and the Union Co-Chairperson will be provided with a copy of the investigation report and will participate in any further investigation of the accident. Every injury that involves a worker going to a Doctor or hospital must be investigated. The supervisor and the Union Co-Chairperson or designate and the Company Co-Chairperson or designate from the JHSC shall investigate the accident or incident. The parties agree that the primary responsibility for accident/incident investigation rests with the worker's immediate supervisor. The Co-Chairpersons or designates act primarily as resources in this process. **A copy of the completed investigation report will be provided to the JHSC Co-Chairpersons in a timely manner.**

The Union Committee and the JHSC Co-Chairpersons shall receive a copy of the plant's report on injury and illness data, the plant's employee hours worked, and frequency and severity rates.

- e) Designate the Co-Chairpersons, or designates at times when the Co-Chairpersons, are not available, to accompany Ministry of Labour or applicable government inspectors and Union Health and Safety professional on plant inspection tours.
- f) Review problems posed by noise, air contaminants, air flow, heat stress or ventilation and make any necessary recommendations.
- g) Be advised of breathing zone air sample results, results of tests regarding physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures.

In addition, whenever it is determined an employee has had a personal exposure exceeding the permissible levels, the Joint Health and Safety Committee shall be informed of such exposure and the corrective action to be taken. Both JHSC Co-Chairpersons are to be involved in all air sampling. Any sampling shall be conducted by a Certified Industrial hygienist (CIH) and will be jointly selected by both JHSC Co-Chairpersons.

- h) To make recommendations regarding ergonomic programs where required.
- i) Review Company policies on assignment of employees to tasks in isolated or confined/**restricted** spaces. Company policies on safe die operation and guarding, Company preventative maintenance programs, and Company lockout/tagout programs, and make any necessary recommendations.

23.06 When the conditions in the plant indicate it is necessary to conduct tests for measuring noise, carbon monoxide, and air flow, **the Company will have testing performed by an industrial hygienist. The JHSC will be notified prior to the testing and the results will be shared with the JHSC.**

23.07 Protective devices and other equipment deemed necessary to protect employees from disease and injury will be supplied by the Company, with the exception of prescription safety glasses and safety shoes. Foam ear plugs will be provided to **all** employees. The Company agrees to provide custom ear protection to any employee upon request at the Company's expense **to a maximum of one hundred and fifty dollars (\$150) every twenty-four (24) months. In the event the employee leaves or is terminated within the first two (2) years, the employee will reimburse the Company for said costs.**

- 23.08
- a) The Company will provide to an employee who is exposed to potentially harmful agents or toxic materials, at no cost to him/her, those medical services that are deemed necessary by his/her doctor to determine whether the health of such employee is being adversely affected.
 - b) The Company will provide to each employee for his/her physician, upon written request of the employee a complete report of the results of any such test or examinations, and will review the test results with the employee prior to release.

23.09 No employee will be disciplined because the employee has acted in compliance with the Occupational Health and Safety Act or its regulations.

The parties understand that should any changes occur to the legislation and/or the Ontario Ministry of Labour's support for the subject legislation (The Occupational Health and Safety Act and its Regulations) to render certain parts inoperative, including existing rights, a mechanism will have to be determined to maintain the functional dimension of these rights. Consequently, upon such time as the Union or the Company has a reasonable concern that legislation could be passed which could affect employee rights, specifically the right to refuse unsafe work, the Health and Safety Committee shall meet within ten (10) days' notice of written request to meet.

Parties will make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner. In this regard, the Health and Safety Committee will be assisted and supported by the Plant Chairperson and the **Human Resources Manager**.

The parties agree that the Occupational Health and Safety Act and its Regulations in affect at the time of signing the Collective Agreement between the Company and the Union shall be considered a minimum standard.

Any changes to the Act and or Regulations would also be reviewed by the above mentioned parties in order to assess the impact on employee health and safety.

- 23.10 National Union Health and Safety staff shall have access to the workplace provided reasonable advance notice is given to Management.
- 23.11 The Company will continue its practice of providing the forty (40) hour WHSC Level I course to **bargaining unit** members of the Joint Health and Safety Committee, and/or other training to be decided by the Joint Health and Safety Committee at the plant. Such other training should total a minimum of forty (40) hours, and will not include certification (generic or specific) training. Whenever practicable, training is to be done on site, with members from one or two committees being trained at the same time.
- 23.12 Safety Talk Program
- a) Each plant will establish a safety talk program.
 - b) The Joint Health and Safety Committee at each plant will participate in the development of the department safety talk program.
- 23.13 Safety Measures for New or Relocated Equipment
- Safety measures, safety devices and safety equipment shall be installed prior to start-up of new, relocated, or modified equipment or machinery. Start-up includes manufacturing of samples, testing, try-out, set-up, teaching, etc., as well as production for shipment to customers.
- In addition, Management representatives, will review with the Co-Chairpersons of the Joint Health and Safety Committee, plans for major process, equipment and layout changes.

During this review process, Management representatives will undertake any changes necessary to control any identified hazards.

When equipment is being built offsite, one (1) Union and one (1) Management member of the JHSC will be given a timely opportunity to visit the supplier or manufacturer during the build up at the Company's expense.

Management agrees to develop jointly with the Health and Safety Committee, a written policy in regards to new, relocated, or modified equipment within three (3) months of the signing of this Agreement. This policy will have as a minimum all the contents of the current procedure from the Cambridge location dated January 5, 1998.

Management agrees to develop jointly with the Joint Health and Safety Committee a policy on the purchase or lease of new or used equipment within three (3) months of the signing of this Agreement. This policy will form part of the Corporate Purchase and Rider and will be used at Corporate and at the plant level.

23.14 Minute of Silence

Each year on April 28 at 11:00 a.m. employees will be allowed to cease work for one minute to remember those persons who have been injured or died in industrial accidents.

23.15 Safety Glasses

- a) With respect to regular safety glasses, the Company agrees to **provide regular safety glasses.**
- b) With respect to prescription safety glasses, the Company will pay the full cost of providing the first (1st) pair of prescription safety glasses **up to a maximum of two hundred and fifty dollars (\$250)**, subject to appropriate receipt.

The Company will reimburse employees for replacement lenses which are damaged or scratched through occupational use or when a new prescription is required, subject to appropriate receipt. Management will approve lens replacement.

Effective July 29, 2001, Prescription Safety Glasses frames may be changed once every three (3) years, with a maximum of one hundred and fifty dollars (\$150) per frame.

- c) Prescription safety glasses are to be purchased through a Company approved vendor. Employees will be able to choose between only those frame styles as approved by the Joint Health and Safety Committee. The Company will replace any frames damaged through occupational use.

23.16 Safety Shoes

The Company agrees to provide a safety shoe allowance of one hundred and thirty dollars (\$130) every twelve (12) months for Company approved safety footwear, for employees with seniority and with proof of purchase. New hires shall receive the allowance when they have completed their probationary period.

23.17 Heat Stress

The Company recognizes that health and safety risks may be posed by heat stress. When suspected heat stress conditions prevail, the Joint Health and Safety Committee shall investigate and evaluate the matter and recommend to Management a plan of action to eliminate any hazardous situations. The Company agrees to implement a plan based on the recommendations of the Joint Health and Safety Committee for when conditions reach or exceed the ACGIH Index for Heat Stress. Such a plan shall include Mira cool, bandanas, visors, wrist cool bands, electrolyte replacements, popsicles, etc. and shall include additional breaks and refreshments and shall also include as a last resort, early departures without pay.

23.18 It is agreed that a Sub-Committee of the Joint Health and Safety Committee will be established as a Noise Committee. This Sub-Committee will make recommendations to Management, on a priority basis, of those areas found to be at or over the legislated requirements, and assist in the plans to undertake progressive improvements.

The Company agrees that a consultant may be engaged for purposes of assisting in the determination of recommended improvements.

The Company agrees that audiometric tests will be made available annually for those employees whose average noise exposure exceeds eighty-five decibels (85 dba). Every attempt will be made to conduct the tests at the beginning of the work week.

23.19 The Company agrees to pay registration costs for CPR and First Aid training courses, to a maximum of one hundred dollars (\$100) per course, for up to six (6) employees annually, upon certified successful completion of such course, to assist such employees in attending such course on their own time.

23.20 Preventative Maintenance Safety Program

The Company agrees in order to maintain a proactive preventive safety program within the plant the Maintenance Manager will be a member of the Joint Health and Safety Committee **as possible**. The Company will provide to the JHSC Co-Chairpersons a monthly or more frequent preventative maintenance report in regards to Health and Safety work orders and preventative maintenance checks. This report will include the work order number, nature of the work order or PM check being done, equipment ID number, status of work order or PM sheets, planned completion date, and actual completion date, as a minimum.

23.21 Ergonomics

The Health and Safety Committee will establish a joint Ergonomics sub-committee of at least one (1) member from the Union and one (1) member from the Company. Members of the Sub-Committee need not be members of the Joint Health and Safety Committee. All members of this sub-committee will receive appropriate training.

Where an ergonomic concern is beyond the scope of the Committee the Company Ergonomist will be consulted and will assist in resolving the concern.

23.22 New Employee Health and Safety Training

Each new or transferred employee will receive Health and Safety training. Such training will include but not be limited to the employee's rights and duties under the Provincial Legislation and the role of the Joint Health and Safety Committee.

The Joint Health and Safety Committee may make recommendations regarding other training which may be needed.

23.23 Job Hazard Training

Each Supervisor will give instruction to workers under his/her direction, on hazards and potential hazards associated with the worker's job assignment. Such instruction shall meet as a minimum the Supervisor's Legislated Duties and shall be presented to the worker before he/she starts his/her job assignment.

23.24 Working Alone

Each local Joint Health and Safety Committee shall assess the work activities to determine those work activities that they consider to be hazardous for working alone, and shall make recommendations to Plant Management. The Company agrees when such work activities are recognized as potentially hazardous for working alone, appropriate precautions will be taken.

Such precautions will include, when necessary, providing air sampling, ventilation, appropriate PPE, a reliable communication system, training, and if required adequate support personnel.

23.25 Lockout

There will be formal lock out training for the plant. The basic training will be the generic training package from the Workers' Health and Safety Centre. Plant Management from each location will review the plant's specific lock out procedures with the Joint Health and Safety Committee. The Joint Health and Safety Committee may discuss the procedures with the Plant Management and develop them further to meet their requirements. There shall be an effective lockout/tagout program in the plant and all employees required to work on machinery, equipment, or systems where lockout is required shall receive training in accordance with this program. Users of plant lockout will receive an annual review not to exceed two (2) hours in addition to the basic eight (8) hour program.

23.26 Hands Out Of Point Of Operation

The Company agrees to maintain, in consultation with the Health and Safety Committee, a Hands Out Of Point Of Operation Policy within three (3) months of the signing of this agreement. This policy will deal with eliminating the danger resulting from the necessity of employees exposing their hands to the dies in a power press or similar equipment. The objective of this procedure is to eliminate through engineering and process development the need for operators to expose their hands. Where the need continues to exist, appropriate safeguards will be put into place, such as hand tools, brake monitors, safety blocks, sensing devices, lockout procedures, mechanical interlocks, guarding and other operator controls. In addition to this, when process or engineering changes are planned; the Joint Health and Safety Co-Chairpersons will be consulted and may make recommendations for improvement.

23.27 Emergency Release From Press Program

The Company agrees to establish in consultation with local Joint Health and Safety Committees within nine (9) months of the signing of this Agreement, a press specific Emergency Release Program.

23.28 Hazardous Substance

A Joint Hazardous Substance Sub-Committee of the Joint Health and Safety Committee will be established. It will be the function of the Sub-Committee to review all hazardous substances in the workplace. From this review, the Sub-Committee will recommend substances that should not be used, substances that should be replaced with safe alternatives, or more stringent controls for substances where a safe alternative cannot be found.

23.29 Working at Heights

The Company, in consultation with the Health and Safety Committee will develop a Working at Heights Training Program.

23.30 Work Refusal Notification

In the event of a work refusal under the Occupational Health and Safety Act, or a work refusal under the terms of the Collective Agreement occurring on the day shift, the Union Joint Health and Safety Co-Chairperson or designate will be notified and will respond. Where a work refusal as mentioned above occurs on the day shift or the off shift and there is no Union Joint Health and Safety Committee member available in the plant. A designate Union JHSC member will be notified by Management with a phone number listed with Management for that reason. That person will be able to enter the Plant to deal with the work refusal and will be paid at regular or premium time in accordance with the Collective Agreement. If the designated Union JHSC member cannot be reached or is not available within thirty (30) minutes, a Union Steward will be used.

23.31 Unsafe Machinery

Any machine or device which is found to be in an unsafe or hazardous condition, by agreement between the Joint Health and Safety Co-Chairpersons, shall be locked out with the approved locks by the Supervisor in the presence of at least one (1) of the Co-Chairpersons, or designates and remain so until made safe. Locks will not be removed without a Joint Health and Safety Committee member or designate being present and a report of resolve completed by the Supervisor of that equipment or area.

23.32 Lift Truck Training

There will be formal lift truck training for the plant for users of lift trucks. All workers who operate lift trucks will be trained prior to operating a lift truck. In addition lift truck operators will also receive an annual review.

The Company agrees to develop jointly with the JHSC Union Co-Chairperson, the basic lift truck training package within three (3) months of the signing of this Agreement.

23.33 HVAC

The Company agrees it will continuously maintain and improve, as required, systems that impact the quality of air in the plant.

ARTICLE 24 - BARGAINING UNIT WORK

24.01 Any employees outside the Bargaining Unit shall not be permitted to perform work normally performed by an employee in the Bargaining Unit except:

1. in an emergency;
2. in the instruction and training of Bargaining Unit employees;

3. in the development of new methods, engineering prototypes/samples and new processes.

The above exceptions shall not be used to deprive any employee of work time. The supervisors will keep the stewards informed of the nature of such work prior to the work being performed, where practicable.

ARTICLE 25 - TIME STUDY

- 25.01 Time Studies will be made on the basis that an experienced seniority Bargaining Unit operator can make standard, if he/she performs at a normal pace.
- 25.02 The Plant Chairperson, Union Time Study Representative and department Supervisor must be informed as to the date of the time study.

Prior to any revised production standard being implemented the Company will:

- a) Meet with the Union Time Study Representative and Plant Chairperson or his/her designate to review the Time Study and appropriate method, material or machinery changes. The purpose of this meeting is to review the industrial engineering department's data that was used to develop the production standard. During this meeting, the Union will be given a copy of the Time Study.
- b) Meet with the affected shift employees and Union Representative to review any method, material or machinery changes. The Supervisor of the affected area along with a member of the engineering department will represent the Company at these meetings.

- c) All present and future production standards will be posted in each department where applicable.
- d) Once standards are set they will remain in effect unless there is a change in method process or equipment that would affect the accuracy of the standard, such standards will only be revised to the extent of the affected elements.

25.03 The Company will recognize the Union Time Study Representative for the purpose of investigating production standard disputes. In the event of a dispute on any standard, a stop watch method will be used for verification and shall include allowance of six percent (6%) for rest periods and wash ups, five percent (5%) for personal relief and fatigue and up to four percent (4%) for immeasurable delays. Disputes regarding standards shall be subject to the grievance procedure.

Should the dispute continue to exist over the fairness of the standard, the Union shall have the right to request a National Time Study Representative to review the standard and conduct its own time study regarding the dispute.

The Company shall have the right to request an independent time study conducted by a qualified third party and the Company may include this independent study to help resolve the production standard dispute.

The Industrial Engineer, Plant Manager, Union Time Study Representative and Chairperson will meet if necessary for the purpose of resolving the dispute.

An established production standard where no grievance has been filed shall not be changed except for the following circumstances:

- a) To correct an arithmetic error, in which case only the arithmetic error shall be corrected.

- b) When the Company makes a change in the job that makes it possible for the worker to do the job with less effort. In which case, the change in the production standard shall reflect no more than the change in the job.
- c) When the Company makes a change in the job that requires the worker to use more time and/or effort. In which case, the change in production standard shall reflect the change in the job.
- d) Where time standards were established using estimating method rather than an actual time study.
- e) When there is reasonable doubt that the current standard may not truly reflect the current workloads.

It is also agreed that the Company retains the right to establish temporary standards to facilitate the partial start-up of operations. It will be the intent of the Company to convert the temporary standards to permanent standards within a reasonable period of time and will keep the Union informed as to when it will happen. Temporary standards not to exceed ninety (90) days.

25.04 One (1) member of the plant committee shall be designated as the Union Time Study Representative. Said representative will be paid for lost time by the Company for the time necessary to attend time study training courses jointly approved by the Company and the Union. Fees for such approved time study courses and expenses relating thereto will also be paid by the Company.

ARTICLE 26 - DISCIPLINE

- 26.01 A Union representative will be present during all disciplinary actions. When an employee is called to an interview by a member of supervision and the subject of the interview is discipline, the employee will be so informed before the interview, and will be advised to have a Union representative present. The interview will not proceed until a Union representative is present.
- 26.02 When the Company intends or contemplates suspending or discharging an employee they will provide the Union and the employee with written notification explaining the specific charges and reasons for taking the action. An employee shall suffer no loss of employment until having received the official notification and until the Union has had at least three (3) working days to investigate and make representation to the Company.
- Notwithstanding the foregoing, where the circumstances of a case may make it inadvisable to retain an employee in the plant, such employee will be suspended without pay, pending the hearing, which will be held within one (1) working day of being suspended. The Union may request an extension of up to three (3) working days to investigate the incident.
- 26.03 A copy of all written disciplinary actions must be given to the employee concerned and to the Plant Committee.
- 26.04 The Company agrees that it will take disciplinary action within five (5) working days after the time it becomes aware or ought to have become aware of the circumstances giving rise to the discipline.
- 26.05 Any written disciplinary action including suspensions will be removed from an employee's record twelve (12) months after the date the discipline was issued.

26.06 The term “working days” when used in this Collective Agreement for disciplinary procedures shall exclude Saturdays, Sundays, holidays and plant shutdown periods as defined herein, unless the employee works on these days.

26.07 This will confirm that the parties agreed the following disciplinary steps will become part of the progressive procedure only as it relates to Attendance Disciplinary steps, as follows: Verbal, Written, three (3) day Suspension, ten (10) day Suspension, twenty (20) day Suspension, Termination. Additionally, it was agreed that each late and/or left early occurrence would be counted as a half (1/2) infraction.

ARTICLE 27 - LEAVE OF ABSENCE

27.01 A leave of absence of up to sixty (60) calendar days may be granted by the Company to an employee with at least one (1) year’s seniority as follows:

- a) The employee must give at least five (5) working days’ notice unless waived by the Company.
- b) The request must be in writing on a form provided by the Company and must include reasons for the request.
- c) The request must be for a valid reason and must not be to seek or obtain employment elsewhere, except in the case of an employee who is on notice of layoff, who has secured alternative employment and whose early departure will not cause undue interference with the Company’s operations.
- d) The employee must take any accumulated vacation time as part of the leave.

- e) The Company may reject a request if the leave is for an invalid personal reason or the leave will have an adverse effect on the Company's ability to operate the plant efficiently. Any rejection will be in writing with an explanation.
- f) Extensions to the sixty (60) calendar day period may be granted by mutual agreement between the Company and the Union.
- g) The Union will receive a copy of all requests and responses.

27.02 An employee with seniority, elected or appointed to a full-time position in the Local Union, National Union, UNIFOR, OFL, CLC, elected or appointed to a full-time government position will be granted a leave of absence without pay for the length of his/her appointment. During such leave, the employee's benefits will cease, but seniority and pension credits will continue to accrue.

27.03 a) The Company shall grant a leave of absence to employees on written request made by the President of the Local Union/**or designate** or the Plant Chairperson or their designate at least five (5) working days prior to commencement of the requested leave for the purpose of attending to Union business.

The five (5) working day notice required may be waived by the Company if an emergency situation made it impossible for such advance notification to be provided. Such leave shall not exceed five (5) employees in the plant at one time.

b) The Company, upon **written** request, will continue to pay wages, benefits and other remittances required for employees on Union leave authorized pursuant to the provisions of this

The Company will bill the Local **1106** Union for reimbursement of its cost for payment of such wages and the Employer contribution for Canada Pension Plan, Unemployment Insurance and the Employer Health Levy.

c) All billings are payable by the Local Union upon receipt.

27.04 The Company will accept as a satisfactory reason under Article 10.03 for absence for the length of jail term under the Highway Traffic legislation including detention for traffic violations under the Criminal Code and due to incarceration for other minor offences under the Criminal Code, not exceeding one hundred and twenty (120) days after conviction.

27.05 An employee with one (1) or more years' service wishing to further his/her education by full time attendance at a recognized college, university, trade or technical school, shall be granted a leave of absence for up to one (1) year under the following conditions:

- a) Before receiving the leave, or an extension, the employee shall provide the Company with satisfactory evidence he/she has been accepted as a student by the recognized college, university or school.
- b) On expiry of each term or semester the employee shall provide the Company with proof of attendance.
- c) Leave may be extended for additional periods not to exceed one (1) year each.
- d) Provided the student's course of instruction is related to his/her employment opportunities with the Company, seniority shall accumulate during the leave. Attendance at primary or high school shall be regarded as meeting this provision.
- e) While attending a course of instruction not meeting the requirements of (d) above, seniority will not accumulate and all Company paid benefits will cease. However, the employee may elect to pay for benefits as provided under the Insurance Plans.

- f) Employees returning from such leaves shall notify the Company of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such notice.

27.06 Parental Leave

Application for parental leave shall be subject to the provisions of the Employment Standards Act 2000 (ESA). Also any amendments to the Employment Insurance Act and/or the Employment Standards Act that confer greater parental leave of absence privileges than outlined herein will be immediately complied with.

27.07 Public Office Leave of Absence

- a) An employee with seniority, elected or appointed to a full-time Federal, Provincial or Local public office, will receive a leave of absence without pay or benefits for the period of his/her first term of active service in such public office. Additional leaves of absence for service in such office may be granted at the option of Management upon written application by the employee.
- b) Any employee granted such leave of absence shall be entitled to reinstatement on the completion of the leave at the then current rate of pay to such work as he/she may be entitled on the basis of the seniority provisions of this Agreement. Seniority and pension rights will continue to accumulate during the period of such leave of absence.
- c) The employee's request for leave of absence may also include the necessary time to campaign for such office. (Such time is not to exceed six (6) months.)

27.08

Paid Education Leave

- a) The Company agrees to pay into a special fund three cents (\$0.03) per hour, per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such moneys to be paid on a quarterly basis into a trust fund established by the National Union, **Unifor** and sent by the Company to the following address: **Unifor** Leadership Training Fund, 205 Placer Court, Willowdale, Ontario, M2H 3H9. The Company will provide the Plant Chairperson a copy of the information related to funding on a quarterly basis for the plant.

- b) The company further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted leaves of absence without pay for twenty (20) days class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve month period from the first day of leave. The Company will be provided with two weeks advance notice, in writing, of any scheduled paid education leave (PEL) for any members of the Bargaining Unit. In addition it is agreed that no more than five (5) employees from the plant may be granted such leaves at the same time. Employees on said leaves of absence will continue to accrue seniority and benefits during such leaves.

- c) The Company agrees to consider participating in establishing the B.E.S.T. program when there are a sufficient number of interested employees in a plant.

ARTICLE 28 - BULLETIN BOARD

- 28.01 The Committee will have the use of bulletin boards in the plant for the posting of Union notices. The Company will supply such bulletin boards. The Company agrees to continue to provide and maintain the bulletin boards as spelled out in the agreement.

ARTICLE 29 - COPY OF AGREEMENT

- 29.01 The **Union** will provide a copy of the Collective Agreement in booklet form to all current and future employees. The Company agrees to work with the Union to ensure that copies of the Collective Agreement are made available in a timely manner.
- 29.02 The Company shall supply **the Union Chairperson a copy (including an electronic copy)** of all the Company paid benefits such as insurance, vision care, dental plan, pension, etc.

ARTICLE 30 - PAY DAY

- 30.01 Pay day shall be once per week on Friday in the a.m. In the event that a paid holiday falls on a Friday, pay day shall be the Thursday preceding the holiday. Employees' pays shall be deposited in each employee's bank of choice. When an employee has a pay shortage of more than two (2) hours pay the discrepant amount will be paid on the day following the issuing of the pay stub.
- 30.02 All employees' pay cheque stubs shall be issued **electronically. Paper pay cheque stubs will be provided upon request.**
- 30.03 The pay week shall be Monday to Sunday inclusive, to be paid on the Friday immediately following.

30.04 This will confirm the commitment given to the Union on the subject matter during our 1998 negotiations. Where workers on the midnight shift incur shortages pursuant to Article 30.01, the Company will pay the employee by means of a manual cheque in the amount of seventy percent (70%) of the shortage, the amount withheld being to avoid the employee being placed in a higher tax bracket on the next pay period. The employee must sign an acknowledgement of their acceptance of this transaction and of the fact that if the shortage is not subsequently substantiated, the Company will make the appropriate deductions/adjustments.

ARTICLE 31 – PRODUCTION WORK CONTRACTING OUT

31.01 The Company will not contract out work if such work can be performed by Bargaining Unit employees presently at work or by employees who might be on layoff at the time such work is necessary, provided the Company has the necessary facilities, capacity, and equipment to perform such work and provided such work can be performed in a manner that is competitive in terms of cost, quality and within projected time limits. Upon request, such information will be provided to the Union. Before any work is contracted out (except for short term emergency requirements), local Management will discuss its intentions with the Plant Committee. When possible, a three (3) week notice will be given. In such discussions, the Company will explain its reasons for its tentative decision to contract out work and 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 as to whether or not such work will be contracted out.

Upon request, within thirty (30) calendar days of a major extended plant layoff, work which has been contracted out will be reviewed by a Committee made up of the Plant Chairperson from the plant and the National Union and provided the work can be performed within the parameters of paragraph one, will be returned to A.G. Simpson unless laid off employees will be recalled within ninety (90) calendar days. In the event there are disputes related to outside contracting the appropriate Company Director of Operations along with the Plant Manager, will meet with the Plant Committee and National Union upon request, at a convenient time and place, in an effort to ensure that proper discussions and other aspects of this provision are being applied.

- 31.02 This will confirm that within ninety (90) calendar days of the ratification of the 2001-2004 Collective Agreement and within thirty (30) days of any major extended plant layoff, a committee consisting of the Plant Chairperson from the plant and a representative of the National Union will review work that has been contracted out. Provided the work can be performed within the parameters of Article 31.01 paragraph one of the Collective Agreement, the work will be returned to A.G. Simpson and laid off employees will be recalled within ninety (90) calendar days.

ARTICLE 32 - UNION OFFICE

- 32.01 The Company will continue to provide office space for the Union Chairperson, Committeepersons, Stewards, Health and Safety Co-Chairperson and Substance Abuse Representative as currently exists or as otherwise mutually agreed to. These offices will be properly heated, ventilated and air conditioned as well, equipped with proper office furniture and maintained to the standards of other offices in the plant. The Company will provide the Union Committee with telephone codes for long distance usage related to the business.

The Company agrees to pay for the costs of the additional phone line for fax machines and to provide company e-mail service in the Chairperson's office.

ARTICLE 33 - TUITION FEES AND BOOKS

33.01 The Company recognizes the importance of continuing education, and encourages employees to participate and investigate job-related furtherance of those skills. Employees are invited to approach Management regarding courses of this nature; all requests shall be considered and will not be unreasonably denied. Programs approved will be reimbursed by the Company, to include all necessary books and tuition fees, upon successful completion. It is understood and agreed that reimbursement for any employee pursuant to this Article will not exceed six hundred dollars (\$600) in any one (1) calendar year.

ARTICLE 34 - TRANSFERS OUT OF BARGAINING UNIT

34.01 Employees who are or have been appointed or selected for a supervisory position, or for any position not subject to the provisions of the Agreement, will not be covered by the provisions of this Agreement. However, if any employee on a seniority list covered by this Agreement is transferred or appointed to a position outside of the Bargaining Unit and is transferred back within a three month period after the date of such appointment, he/she shall be accredited with only the seniority which he/she held prior to such an appointment and shall displace the most junior employee in the plant upon his/her entry except in the case of skilled trades, where he/she will be allowed to displace the most junior employee in his/her former trade classification.

If an employee, after the completion of the three (3) month period, is transferred back into the Bargaining Unit to a job covered by this Agreement, he/she shall be considered a new employee for the purpose of seniority.

ARTICLE 35 - NEW EMPLOYEE ORIENTATION

35.01 The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check off. A new employee shall be advised of the name and location of his/her Union Steward and shall be provided with a copy of the Collective Agreement. The Plant Chairperson and Health and Safety Co-Chairperson will be allowed up to one (1) hour each to orient and introduce new hires to the Union.

ARTICLE 36 - INTERPLANT TRANSFERS

36.01 An employee with seniority may request a transfer from one (1) plant to another, and such request shall be submitted by the Plant Committee to the Plant Manager, in writing. Such Plant Manager shall forward the written request to the plant manager of the plant to which the transfer is requested, with a copy to the Plant Committee at such plant. Such written request must be renewed at least every six (6) months if it is to remain current for purpose of this Article.

36.02 Before a new employee is hired for a job covered by this Agreement in the plant, a notice of intent to hire will be posted in the other plants. Employees in other plants who want to transfer to the hiring plant must advise the Company, in writing, of their desire to transfer as per Article 36.01 or within five (5) working days after the posting of the notice.

If any employees submit a transfer request before the expiry of the said five (5) working day period, the most senior of such employees who is able to perform the job available will be granted the transfer and must report within ten (10) working days to the new location to work. Notwithstanding any other provision of this Agreement, the Company may fill the job for the period of up to ten (10) working days in any manner the Company deems appropriate, while waiting for the transferring employee to report.

The Plant Human Resources Manager and Plant Chairperson must agree that any candidate coming into the Cambridge plant from another A.G. Simpson location in accordance with this Article, is acceptable

- 36.03 Seniority employees transferred under this Article will commence work at the new plant as though they have served their first sixty (60) working days (480 hours). Hence they will be credited with this so as to waive their probationary period. Employees transferring on the same date will be ranked in relationship to each other on the seniority list of their new plant based on their full Company Bargaining Unit service. Employees granted a transfer under this Article shall have their start date back dated so that they have greater seniority than any employees on probation on the date of hire at their new plant.
- 36.04 For the purpose of job posting, layoff and recall in a new location, the employee will forfeit all of his/her prior accumulated seniority, but will maintain all benefits pertaining to his/her length of service with the Company.
- 36.05 An employee who is transferred under this Article shall retain seniority in the plant from which the transfer occurred for a period of twelve (12) months from the date of the transfer for the purpose of returning to his/her former plant in the event he/she is laid off at his/her new plant. Upon application, such employee will only be able to return to a vacancy in his/her former plant and will not be entitled to displace any employees in the former plant.

36.06 An employee on layoff who applies for and receives an interplant transfer shall retain their seniority and recall rights to their former plant. They shall forfeit seniority in their former plant only if they decline recall to such plant.

ARTICLE 37 - SUBSTANCE ABUSE

37.01 Substance Abuse is recognized to be a serious medical, business and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation. The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of such employees to appropriate counselling services or treatment and rehabilitation facilities. The Company will provide all normal group insurance benefits for up to twenty-six (26) weeks to such employees while under a medically prescribed course of treatment.

The Company shall recognize a Substance Abuse Representative in the Plant, appointed by the Union.

The Company will provide time off with pay for a Substance Abuse Representative to transport individuals to assessment and treatment centres where required. The Union Substance Abuse Representative will be retained on the day shift.

37.02 Drug Testing

The parties acknowledged that as the public gains a broader understanding of the costs and dangers associated with substance abuse, other governments may also introduce such laws and apply them more broadly. Prior to any introduction of such legislation in Canada, the Company will not introduce drug testing into the workplace.

ARTICLE 38 - APPENDICES

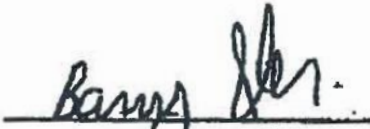
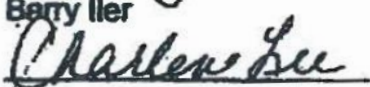

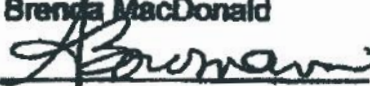
- 38.01 Attached hereto and forming a part of this Agreement is Appendix "A" covering Schedule of Production Associate, Inspector Layout and Skilled Trades Classification and Wage Rates.
- 38.02 Attached hereto and forming a part of this Agreement is Appendix "B" covering Skilled Trades.
- 38.03 Attached hereto and forming a part of this Agreement is Appendix "C" covering Apprenticeship Program.
- 38.04 Attached hereto and forming a part of this Agreement is Appendix "D" covering Letters of Understanding.
- 38.05 Plant Closure - The Company agrees to provide no less than twelve (12) months' notice of the Cambridge plant closure to its active employees unless it is unable to do so by circumstances outside of its exclusive control. In the event that the Company chooses to close the plant and the circumstances giving rise to such a decision are in the Company's exclusive control and the Company has not given written notification of such decision of at least twelve (12) months, the Company agrees to add eighty (80) hours pay at the employee's regular hourly rate to the employee's termination pay payable under the terms of the Employment Standards Act. If notification of plant closure is provided to the union, any active employee may request and if approved, to terminate his employment during the notice time provided the request is so as to allow the employee to begin working elsewhere. In the event of such termination, the employee will not lose their severance payable under the terms of the Employment Standards Act. The Union and employees agree to be fully supportive and cooperate with the Company should a decision is made to close the plant in accordance with the terms of this agreement.

ARTICLE 39 - TERMINATION


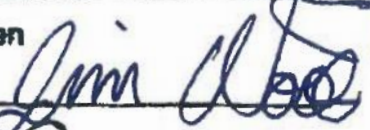

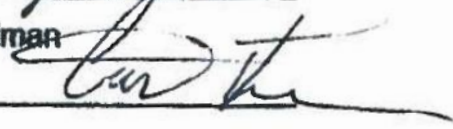

39.01 This agreement will remain in effect from **February 4, 2017 to February 3, 2020**, and unless either party gives to the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in full force and effect from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement will only be given during the period of not more than ninety (90) days prior to the expiration of said Agreement.

This agreement is hereby signed on behalf of the parties hereto by their authorized representatives on **May 18, 2017**.

A.G. Simpson Automotive Inc.


Barry Iler

Charlene Lee

Brenda MacDonald

Angelina Bowman

Unifor National and

Unifor Local 1106

Leo Dineen

Jim Woods

Dayle Steadman

Curtis Thorne

Gerry Aucoin

APPENDIX “A” – SCHEDULE OF PRODUCTION ASSOCIATE WAGE RATES:

	Feb. 4/17	Feb. 4/18	Feb. 4/19
Skill Set Certification Max. Rate	\$24.35	\$24.60	\$24.85

Start rate

Production associates joining the Company will be paid according to the following schedule:

- 1st year of employment start at \$14.25 per hour**
- At end of probationary period at \$14.50 per hour**
- 2nd year of employment at \$15.00 per hour**
- 3rd year of employment at \$16.00 per hour**
- 4th year of employment at \$17.00 per hour**
- 5th year of employment at \$18.00 per hour**
- 6th year of employment at \$19.10 per hour**

Note: All current Production Associates will be moved to the new scale effective February 4, 2017.

- Employees hired after February 9, 2012 will have a dollar (\$1) per compensated hour worked deducted from their pay to defray the cost of the pension plan **to a maximum of seventeen hundred (1700) hours per year. The employee will receive a lump sum payment of any deductions of greater than seventeen hundred (1700) hours per year, which will be paid during the first three weeks of January of each year.**

APPENDIX “B” – SUPPLEMENTARY AGREEMENT – SKILLED TRADES

1.
 - a) Skilled Trades for the purpose of this Appendix will be as listed in Exhibit “A”;
 - b) The term “production,” as used in the Appendix refers to all production associate skill sets not included in the skilled trades portion of Exhibit “A”;
 - c) All provisions of the Collective Agreement and all related benefits, when applicable, shall apply to the employees of the skilled trades, except as otherwise expressly provided for in this Appendix;
 - d) It is understood and agreed that each skilled trade as listed in Exhibit “A” has a work content and priority area as established by practice. Such practice will be continued during the life of this agreement. If the situation should necessitate a change in this practice the parties will confer. Where disputes have been resolved pertaining to normal duties and responsibilities in the skilled trades area, they will be recorded and used in the future as guidelines for resolving any future disputes of the same or similar nature.

It is understood that a temporary assignment of work to another skilled trade will not form a priority area of work content of the trade to which it has been assigned.

2. Seniority in the skilled trades shall be by non-interchangeable occupations or trades. Seniority lists shall be by basic trade or classification within each plant.
3. Employees presently working under the classifications or trades listed in Exhibit “A” shall have their total seniority in their classification or trade as credited by prior Agreement.

Future employees entering a classification or trade shall have date of entry seniority in the skilled trades as listed in Exhibit "A," except in the case of apprentices whose seniority is covered in the Apprenticeship Program attached hereto and marked Appendix "C."

4. Production Associates and Inspector Layout will not carry seniority into the trades or classifications listed in Exhibit "A" nor will skilled trades workers exercise seniority into production or non-production groups except where a classification or trade listed in Exhibit "A" is discontinued or eliminated.
 - a) Such employee will then exercise his/her total Company seniority for the purpose of displacing a junior employee in a classification listed in Exhibit "A" for which he/she is qualified, or shall exercise all of his/her Company seniority in the production group under the Agreement.
 - b) Should a skilled trades employee become medically unfit and unable to follow his/her skilled trade, both the Company and the Union will co-operate in endeavouring to place such an employee on a job he/she is capable of performing satisfactorily, taking his/her total seniority with him/her.

However, if placed in a non-skilled classification he/she shall then forfeit all rights within the skilled trades.

5. The term "journeyman/woman" as used in this Agreement shall mean any person:
 - a) Who presently holds a "journeyman/woman's" classification in the plant in a skilled trades classification as listed in Exhibit "A" or

- b) Who has served a bona-fide apprenticeship of 8,000 hours or 9,000 hours as applicable, and holds a certificate which substantiates his/her claim of such service or
- c) Who has eight (8) years of practical experience in the skilled trades classification in which he/she claims journeyman/woman's designation and can prove same. The CAW/UAW journeyman/woman's card will be accepted as proof.
- d) Who holds an Ontario License, Certificate of Qualification issued by the Ministry of Colleges and Universities, provided he/she qualifies under (b) or (c) above.

Prior to any person entering a skilled trades classification the Company shall present to the Skilled Trades Committee person documented proof of that person's qualifications to hold that position.

- 6. To be recognized as a stationary engineer in any class, an employee will be required to have the applicable Certificate of Qualification issued by the Operating Engineers Branch of the Ministry of Consumer and Commercial Relations.
- 7. Any further employment in skilled trades classifications as listed in Exhibit "A," after signing of this Agreement shall be limited to journeyman/woman and apprentices.
- 8. During any period when journeymen/women are unavailable it is agreed that non-journeyman/women employees whose duties shall be to assist journeyman/women may be hired or reclassified on a temporary basis to supplement the work force in a skilled trades classification, and shall be known as supplemental employees for present employees and new supplemental employees for new hire.

The opportunity to work as a supplemental employee shall be offered first to seniority employees, secondly to any laid-off employee with seniority, who has the present ability or an adaptable skill to do the work. If there are no laid-off employees eligible, new employees may be hired on a temporary basis.

When a journeyman/woman becomes available either by hire, transfer, or graduation of an apprentice in a skilled classification to which a supplement employee has been assigned, such journeyman/woman will replace the supplemental employee who shall then be laid off or returned to his/her original classification.

A supplemental employee shall not accumulate seniority within the skilled trades classification but shall accumulate plant-wide and may exercise such plant-wide seniority to return to his/her former job, or to apply for vacancies in the plant as provided elsewhere in the Collective Agreement.

Supplemental employees shall receive their own rate or ten cents (\$0.10) below journeyman/woman's rate of the classification or trade, whichever is the greater.

Meaningful discussion will take place with the Skilled Trades Committeeperson prior to production employees being transferred under this Article.

9. In the event of an increase or decrease in force in any skilled trade or classification as designated in Exhibit "A" the following procedure shall apply:
 - a) First supplemental, second probationary employees will be laid off from their skilled trade classification.
 - b) If any further employees are to be reduced from any skilled trade classification as listed in Exhibit "A," such employee will be laid off or transferred in order of his/her seniority from such skilled trade classification.

10. Should a skilled trades employee possessing journeyman/woman's qualifications in another trade as listed in Exhibit "A," request a transfer, or be transferred from his/her present classification into another skilled trades classification, he/she shall retain seniority in his/her former classification for thirty (30) days, after which he/she will forfeit his/her seniority rights in his/her former skilled trades classification from the date of entry. This transfer shall not apply to layoff or recall and is limited to once yearly.
11. Recalls shall be made in reverse order of layoffs.
12. The Company and the Union agree that the Apprenticeship Program, including the apprenticeship standards, attached hereto and marked Appendix "C," as negotiated between the Company and the Union, shall be considered as an inseparable part of this Agreement.
13.
 - a) A lead hand of skilled trades employees shall be defined as one who is a skilled trades employee, who while engaged in his/her regular skilled trades occupation leads or processes the work of two (2) or more employees.
 - b) Only a journeyman/woman shall be considered as a lead hand in his/her respective trade, on the understanding that this does not prohibit such lead hand from leading other skilled trades groups.
 - c) The rates for lead hands are detailed in the schedule of wages attached to the Collective Agreement.
14. All work performed in the skilled trades requiring the services of a journeyman/woman that is done by members of the Bargaining Unit shall be done by employees who are covered by the classifications and rates as outlined in this Agreement between the Company and the Union.
15. The Company agrees shifts in the skilled trades will be on a rotating basis unless mutually agreed otherwise.

16. Except in the case of stationary engineers, there shall be no numerical or alphabetical classifications within the skilled trades and all employees within a given trade classification shall be paid the same rate.
17. The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council. The Union will advise the Company, in writing, of the amount of such dues, and of any changes in the amount of such dues, before deductions or changes in such deductions are made. First deduction to be made from the employee's first pay received after completion of the probationary period. Further deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

The Union agrees to save the Company harmless from any claims that may be made against the Company by employees for amounts deducted in accordance with this paragraph.

18. All Skilled Trades employees having attained one (1) year service shall be provided with a tool allowance of up to two hundred and thirty dollars (\$230.00) in order to replace worn out tools normally used in the performance of their regular job. It is further agreed that such tools must be approved in advance. Apprentice tool allowance will be two hundred and thirty dollars (\$230.00) for every nine hundred and sixteen (916) hours in the program. In addition to the above the Company will repair or replace damaged or broken tools that are turned into the Company providing there is no negligence or abuse on the part of the employee. This provision is applicable to all skilled trades employees. It is also agreed that the Company will provide no deductible tool insurance to the full value of the employee's tool complement. The Company shall provide a form to be filled out in triplicate for the purpose of recording employee's tools. The employees shall be responsible for ensuring that this form is properly filled out including all additional tools. For purpose of this article the Company may rely on such lists.

The employee shall retain one (1) copy of this form and one (1) copy shall go to the Union and the third shall be retained by the Company.

Replacement of tools will only be made where the employees have presented evidence satisfactory to the Company that their tool boxes have been broken into on plant premises or tool boxes have been stolen from plant premises.

The unused portions of Tool Allowance in any one year will be carried over and added to the next year's allowance.

19. The Company and the Union agree to review in conjunction with the Apprenticeship Committee the ongoing training needs of all trades employees to ensure everyone has the necessary training to perform all functions of their trade.
20. The Company and the Union recognize that job rotation within respective skilled trades classifications is in the best interests of the skilled trades employees in order that they may obtain greater familiarity and flexibility with the equipment and tooling. Therefore, the Company will rotate these employees within reasonable time limits, subject to training needs as established in 19 above.
21. Work normally and historically performed by Bargaining Unit employees will not be performed by outside contractors provided the Company has the necessary manpower available to perform the work including on weekends and holidays.

No Skilled Trades employee will be laid off while there is work related to his/her trade available that he/she is capable of performing. It is recognized that at times and for varying reasons it may be necessary to contract out skilled trades work. Prior to soliciting bids and prior to contracting out any skilled trades work there will be meaningful discussion between the Company and the Union.

At this meeting the Company will provide the Union with all relevant information including describing the nature and scope of the project, estimated costs, dates within which the work must be completed, trades, skills and manpower required and why the service of an outside contractor is being contemplated. The Company will examine any alternatives proposed by the Union and provided they are competitive, meet time limits and Bargaining Unit employees are capable of performing the work, the Company will adopt such alternative. When contractors are involved in the installation, alteration or repair of equipment or tooling, Bargaining Unit employees in the appropriate trades will be assigned to assist or observe in the installation, alteration or repair.

As an exception to the normal process, unresolved outsourcing and manpower issues concerning the maintenance operation at the plant may be referred to Step 3 of the grievance procedure. Such meeting will be attended by the normal attendees plus the Chairperson of the Skilled Trades and a representative of the appropriate trades involved and a corporate maintenance manager appointed by the Company who has appropriate skilled trades background and experience.

Exhibit "A"

The Company agrees the classifications listed will be maintained until November 15, 2008. Skilled trades for the purpose of this supplementary Agreement on Skilled Trades shall be as follows:

- 1) Millwright
- 2) Electrician
 - industrial
 - construction/maintenance(Note: Electricians will serve 9,000 hour apprenticeships)
- 3) Tool and Die Maker

APPENDIX “C” – APPRENTICESHIP PROGRAM

The Company and the Union are committed to expanding the utilization of the Apprenticeship Program as discussed in negotiations and as such there will be meetings following negotiations with the National Union Skilled Trades Department to address certain concerns expressed by the Company such as: Ratio of apprentices selected from the Bargaining Unit versus those selected from the school system and concerns related to ensuring that applications selected have the necessary mechanical aptitude for the trade.

- a) **APPRENTICESHIP STANDARDS** – the following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), and its Local Union 1986.
- b) **PURPOSE** – The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.
- c) **DEFINITIONS**
 - (1) The term “Company” shall mean A.G. Simpson Automotive Inc.
 - (2) The term “Union” shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada), and its Local Union 1986.
 - (3) “Registration Agency” shall mean the Apprenticeship Branch, of the Ministry of Skills Development.

- (4) “Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice, and his/her parent or guardian if he/she is a minor, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee, approved by the Supervisor of Apprentices and registered with the Registration Agency.
 - (5) “Apprentice” shall mean a person who is engaged in learning and assisting in the trade to which he/she has been assigned under these standards and who is covered by an Apprenticeship Agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agency.
 - (6) “Committee” shall mean the Joint Apprenticeship Committee organized under these standards.
 - (7) “Supervisor of Apprentices” shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship.
 - (8) “Standards of Apprenticeship” shall mean this entire document, including these definitions.
- d) APPLICATION – Application for apprenticeship will be received by the Human Resources Department of the Company from applicants considering themselves eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee. However, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company. It is understood and agreed that the provisions of Article 12.05 dealing with job posting will not apply to the final selection process.

e) APPRENTICESHIP ELIGIBILITY REQUIREMENTS

In order to be eligible for apprenticeship under these standards the applicant must meet the following minimum qualifications:

He/she must have a grade 12 education, including Grade 12 mathematics and science, or its equivalent;

Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for applicants who have unusual qualifications;

It is understood that all applicants must successfully pass the Company's regular employment requirements.

f) CREDIT FOR PREVIOUS EXPERIENCE

At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentices' probationary period.

g) TERMS OF APPRENTICESHIP

The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in the Appendix attached hereto.

h) PROBATIONARY PERIOD

The first five hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period the Apprenticeship Agreement with an apprentice may only be cancelled by the Company after advising the Committee. The Registration Agency shall be advised of such cancellations.

It is understood that newly hired apprentices are subject to the provisions of Article 10.01(e) of the Collective Agreement.

Any apprentice who has attained seniority as a production employee whose work performance or ability to learn is determined to be unsatisfactory during the five hundred hour probationary period will be returned to his production classification, subject to the other provisions of this Collective Agreement.

i) HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen/women employed by the Company. In case an apprentice is required to work overtime he/she shall receive credit on the term of apprenticeship for only the actual hours of work. In no case will an apprentice work overtime without a journeyman/woman in his/her trade, unless all available journeymen/women in his/her trade have refused to work the overtime.

j) RATIO

Where there are four (4) or more journeyman/women employed in a trade in a plant, the ratio of apprentices to journeymen/women in such trade in the plant shall not exceed one (1) apprentice to four (4) journeymen/women, unless the Joint Apprenticeship Committee agrees that the ratio may be increased. If layoffs become necessary apprentices shall be laid off to a ratio of two (2) journeymen/women to one (1) apprentice.

k) DISCIPLINE

The Committee shall have the authority to recommend discipline and/or cancellation of the Apprenticeship Agreement of the apprentice to the Company at any time for cause such as:

- (1) inability to learn
- (2) unreliability
- (3) unsatisfactory work
- (4) lack of interest in his/her work or education
- (5) improper conduct
- (6) failure to attend classroom instruction regularly.

l) WAGES

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1,000 hours – not less than 60% of the journeymen/women's wage rate;

2nd 1,000 hours – not less than 65% of the journeymen/women's wage rate;

3rd 1,000 hours – not less than 70% of the journeymen/women's wage rate;

4th 1,000 hours – not less than 75% of the journeymen/women's wage rate;

5th 1,000 hours – not less than 80% of the journeymen/women's wage rate;

6th 1,000 hours – not less than 85% of the journeymen/women’s wage rate;

7th 1,000 hours – not less than 90% of the journeymen/women’s wage rate;

8th 1,000 hours – not less than 95% of the journeymen/women’s wage rate;

The apprentice shall also receive all cost of living increases as accorded to all other plant employees as well as the applicable percentage of any annual increases accorded to the Journeymen/women in that trade.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which the credit advances them. This shall not be made retroactive.

With respect to scheduled hours of work lost due to actual school attendance, the apprentice shall be paid the difference between his/her regular hourly rate and any compensation paid to him/her by any government agency. Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

An apprentice, having successfully completed the full term of his/her apprenticeship and having received his/her Certificate as a Journeyman/woman from the Ministry of Skills Development will receive not less than the minimum rate applicable to Journeymen/women in the Trade in which he/she has served his/her apprenticeship.

m) **ACADEMIC TRAINING**

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school.

The schedule of work processes and related instructions and modifications thereto, will be the responsibility of the Committee, subject to final approval by the Company. The Company shall notify the Registration Agency of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided he/she attends at least seventy-five percent (75%) of the classes during the season and receives a passing grade. The student apprentice is required to furnish each month proof of his/her attendance at the school.

n) JOINT APPRENTICESHIP COMMITTEE

There is hereby established a Joint Apprenticeship Committee as defined in paragraph (c) hereof. This Committee shall be composed of four (4) members, two (2) representing the Company and two (2) Journeymen/women employees representing the Union.

The Chairperson shall be the Supervisor of Apprentices. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

- (1) To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
- (2) To accept or reject applicants for apprenticeship subject to final approval by the Human Resources Department of the Company as provided in paragraph (d) hereof.

The acceptance or rejection of application for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the grievance procedure, unless the Company has rejected the recommendation of the Committee with respect to the selection made.

- (3) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- (4) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
- (5) To offer constructive suggestions for the improvement of training on the job.
- (6) To certify the names of graduate apprentices to the Registration Agency and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agency unless recommended by the Committee.
- (7) To review the Foreperson's monthly report on each apprentice.
- (8) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

o) SUPERVISION OF APPRENTICES

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Foreperson of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with the responsibility in consultation with the Committee shall prepare adequate record forms to be filled in by the Foreperson under whom the apprentices receive direction, instruction and experience. Forepersons shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

p) SENIORITY

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in the trade such as Tool and Die Maker and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and last laid off shall be the first to be reinstated.

Upon satisfactory completion of the Apprenticeship Program the apprentice will be given seniority equal to one hundred percent (100%) of time spent as an apprentice. Notwithstanding the provisions of the Collective Agreement, dated July 29, 1998, between the Company and the Union, of which these Apprentice. Standards shall henceforward be a part; an employee with seniority who is selected for an apprenticeship shall be permitted if affected by layoff during the apprenticeship, to return to his/her former job classification with the same seniority date that he/she held immediately prior to becoming an apprentice.

After five-hundred (500) hours as an apprentice, an apprentice shall have as his/her seniority date the date he/she was accepted as an apprentice and shall not acquire or retain seniority rights for any classification outside that of apprentice.

q) APPRENTICESHIP AGREEMENT

The following shall receive copies of the apprenticeship agreement.

1. The Apprentice
2. The Company
3. The Committee
4. The Registration Agency
5. The Local Union
6. The National Automobile, Aerospace Transportation and General Workers Union of Canada (CAW-Canada)

r) CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon completion of the Apprenticeship under these Apprenticeship Standards and upon successful completion of any examination required by the Registration Agency, the Committee will recommend to the Apprenticeship Branch of the Ministry of Skills Development that a certificate, signifying completion of the apprenticeship, be issue to the apprentice. No certificate will be issued by the Apprenticeship Branch of the Ministry of Skills Development, unless recommended by the Committee.

APPENDIX “D” – LETTERS OF UNDERSTANDING

Able to Perform:

This Letter of Understanding shall apply in cases where there is a dispute concerning an employee’s ability to perform a job in a layoff or recall situation. Able to perform is interpreted to mean the employee’s ability to perform the duties of his/her position after a proper training/trial period. Normal performance would include the employee’s physical ability to meet standards of production, quality and quantity generally accepted as adequate for employees in other like jobs.

The Company shall explain the requirements normally expected of the job at the time the employee is notified of layoff and recall.

The employee will be given the proper training/trial period and will be subject to the same conditions expected of all employees.

Reinstated Grievances:

During negotiations of the Collective Agreement the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining. However, in those instances where the National Union (CAW-Canada), by either its (i) Executive Board, (ii) Public Review Board, or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Director of Labour Relations in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned Agreement at the time of the reinstatement of the grievance, or (ii) relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any federal, provincial or municipal agency. Notwithstanding the foregoing, a decision of the impartial arbitrator or Grievance Commissioner, on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim including claims for back wages, or that provide for the final and binding nature of any grievance resolutions.

Technological Change:

When the Company is considering the introduction of technological change affecting members of the Bargaining Unit, the Union shall be notified sixty (60) calendar days in advance of the introduction of such change and kept up to date as new developments arise and modifications are made. The Company agrees to provide for continuing consultation and co-operation with the Union in respect to relocation and/or retraining of employees who are displaced as a result of the introduction of new technology or modification of existing equipment.

Where any such change is introduced, the Company will assume the cost of on-the job training to afford Bargaining Unit employees who are affected and required (and who have the basic knowledge and ability to be trained within a reasonable time frame) the opportunity to keep current with such technological change affecting their work and job security.

Employee Request to Review Personal Work History Folder:

Once each year, each employee with seniority may request permission to review his/her personal work history folder by completing a request form supplied by the Company.

Grievance Procedure:

During the course of negotiations, concerns were raised regarding respecting and operating the grievance procedure and the need to respond to grievances in a meaningful and timely fashion. The Company wishes to make clear that it is committed to ensuring that the grievance procedure operates properly and in accordance with the terms of the Collective Agreement. Particularly, the Company intends to make every reasonable efforts to comply with the time limits specified by the Collective Agreement, or as they may be extended by mutual agreement between the Company and the Union. The Plant Manager is responsible for ensuring these intentions are carried out.

Pay Equity:

The plant shall be considered one establishment.

Human Rights Training:

To ensure that all employees understand their rights and obligations under Article 3 of the Collective Agreement the Company agrees to provide three (3) days of training for all new Management Supervisors and new Union representatives on a bi-annual basis at a centralized location. The Company agrees to provide four (4) hours of training to all new hourly employees. Such training shall be developed and delivered jointly and may be at a centralized location.

Students:

The Company will be permitted to hire students between April 15 and September 15 each year provided there are no seniority employees on layoff. The Company agrees to give preference to children of employees.

Students will not work week day overtime until all seniority employees on the shift capable of performing the work have been asked to work. Weekend overtime will be offered to seniority employees first. They shall be paid overtime rates in accordance with the overtime provisions of the Agreement. Students shall be paid eighty-five (85) percent of the start rate for the classification in which they are performing work. The Company will not hire students to circumvent hiring full time employees.

CSB - Canada Savings Bonds:

The Company will make payroll deductions for Canada Savings Bonds (CSB).

Incentives:

It is understood and agreed to by the parties that meaningful discussion will take place prior to awarding any members of the Bargaining Unit with incentives such as gifts, lunch, etc. It is further agreed that without prior mutual agreement, such action will not take place as it only serves to cause dissension amongst workers.

Surveillance Cameras:

Should circumstances arise which warrant increased security, unless compelling reasons dictate otherwise, the Company will advise the Union of the nature of the problem (e.g. theft, sabotage, etc.) and of its intention to increase security.

Employee Assistance Programme:

It is agreed that effective July 29, 2000, an EAP will be implemented. The Company's cost per employee will not exceed the projections in the proposal.

Emergency Phone Calls:

The Company agrees that when they receive an emergency phone call for an employee they will attempt to contact the employee through their supervisor for a maximum of five (5) minutes. If the Company fails to contact the employee within the five (5) minutes then the employee will be paged directly. Security will maintain records of all emergency calls.

Benefit Forms:

Medical benefit forms and benefit cheques will be made available to employees through the Occupational Health Nurse's office or in facilities without an Occupational Health Nurse, through the Human Resources office. If the Occupational Health Nurse or the Human Resources Department personnel are not available, medical benefit forms and or cheques will be made available in the security office seven (7) days a week, twenty-four (24) hours a day. In the event that illness or distance from work makes it difficult to such employees to come into the plant, such forms and/or cheques will be mailed to employees upon request. The present practice of having an approved designate pick up forms or cheques will not change.

Employee(s) Required to Work Outside A.G. Simpson:

The Company and Union agree that from time to time it may be required to have employees work at the customer/supplier/other A.G. Simpson plants due to quality/production related issues. Prior to an employee leaving the plant to travel to another location for any work related purpose, the Union will be advised of:

- a) the number of employees required
- b) their destination
- c) purpose of the visit
- d) the duration of the trip

The Company agrees to solicit senior employees of the classification required to perform such work. The employee must have the ability to perform the operations required by the Company to satisfactorily meet customer demands. All overtime work performed at the customers location will be at the appropriate rate and shall be charged to the employee's overtime record.

An employee's actual time to travel to and back from the off-site location will be paid at the employee's straight time hourly rate. Employees will be reimbursed as per the Company's current policy per kilometer for use of a personal vehicle on Company business. Upon supplying receipts the Company will reimburse the employees on such business for reasonable accommodations and meals within Company approved guidelines and policy.

LETTER #1 – RE: TRANSFERAL OF WORK BETWEEN PLANTS (1-98)

When circumstances dictate that work must be transferred between plants of the company, the Company will first advise the Union, explaining the reasons for such transfer of work. Further, the Company will give the Union the opportunity to provide input as to alternatives to such transfers and will give such input serious consideration. The final decision, however, will remain with the Company.

LETTER #2 – RE: INSURANCE CARRIER (5-98)

This will confirm the Company's assurance given during the 1998 negotiations, wherein we agreed to the following: (The Company will forward written instructions to the Insurance Carrier that should the Carrier receive a weekly indemnity form which has insufficient information, the Carrier will telephone the plant Human Resource office to advise them to have the employee sign a waiver form. The Carrier will then advance up to a maximum of (4) weeks indemnity payments while waiting on further medical information).

LETTER #3 – RE: APPENDIX "B" - SKILLED TRADES (8-98)

During our 1998 negotiations concerns were raised regarding the outsourcing of Skilled Trades work and training needs to upgrade the skills of employees in specific classifications. The Company recognizes that in some locations items 19 and 21 of Appendix "B" of the Collective Agreement have not been administered in the manner in which they were intended.

The Company proposes that effective with the signing of the 1998 Agreement, monthly meetings be scheduled at the plant. At these meetings the Plant and Apprenticeship Committee will meet with the Director of Operations responsible for that plant to discuss the following:

- a) Issues involving contracting out of work normally performed by the plant's skilled trades personnel;
- b) Communicate plans to purchase new equipment/tooling and concerning the retro-fitting of existing equipment;
- c) To ensure appropriate plant involvement in the installation or alteration of equipment in conjunction with contractors;
- d) To assist the Apprenticeship Committee in determining and providing the necessary training needs of the particular plant, to ensure specific skill levels are available.

Such meetings will continue until the parties agree that the problems, which gave rise to the complaints in negotiations, have substantially subsided.

LETTER #4 – RE: SKILLED TRADES ISSUES (8-01)

Contracting out: The Company acknowledges that the provisions of Section 21 of Appendix "B" of the Skilled Trades Collective Agreement are not being applied consistently throughout all plants. In an attempt to resolve issues surrounding the outsourcing of Skilled Trades work, it is agreed that one person in each plant will be appointed by the company as a Contracting Out Coordinator to be held responsible to ensure the provisions of this Article are complied with.

Training: The Company renews its commitment to ensuring the Skilled Trades employees covered by this agreement are brought up to, and kept current with training related to their trades. The Company further agrees to develop a training matrix by November 15, 2006, for the Cambridge Plant.

Any issues relative to Contracting Out or Training, as referred to above, that are unable to be resolved locally, may, as an exception to the normal process, be elevated to the Corporate Manager Employee Relations, Director Human Resources, or the Director of Operations.

LETTER #5 – RE: SPECIAL PROJECTS - SKILLED TRADES

Skilled Trades Participation/Engineering Support, Forward Implementation Teams, Pilot Teams-Steady Dayshift Requirements #15 Appendix B Supplementary Agreement Skilled Trades.

1. All Skilled Trades employees volunteering for and who have enough seniority to be awarded, the steady day shift must do so for a twelve (12) month term. If such employee wishes to cancel his term for any reason within/before the twelve (12) month term has been completed it shall be incumbent upon that employee to find his own replacement for the remainder of the twelve (12) month term based on seniority.
2. After the completion of the twelve (12) month term any/all Skilled Trades employees that wish to stay on the shift must re-apply and all jobs will be assigned in order of seniority.
3. Upon entering the steady day shift Skilled Trades employees will be initially assigned high hours in their respective classifications, and thereafter be credited overtime hours as set out in the Collective Agreement, when asked for overtime pursuant to Article 15.
4. Skilled Trades will not work on production coverage while on Projects on the steady day shift unless an emergency situation arises.
5. Skilled Trades personnel on this shift shall receive daily work assignment from their Project Engineer Manager and report directly to such.

6. It is not the Company's intention to decrease the current compliment of Skilled Trades for production coverage (Maintenance) personnel at this time: However, the Company reserves the right to re-allocate/assign its resources in support of business requirements and/or to decrease the compliment if production requirements decrease in the future.
7. Skilled Tradesmen will not be moved to another shift against their wishes to accommodate Tradesmen on a steady shift.
8. This Letter of Understanding may be cancelled by either party with thirty (30) days written notice of such intention

LETTER #6 - LETTER RELATED TO EMPLOYEE DEVELOPMENT/TRAINING GUIDELINES

The Company will establish and define the specific skill sets required for the effective and efficient operation of its business. In addition, the Company will determine the number of skill set training opportunities to be offered to employees.

Employees who require additional assistance in becoming certified will have their case reviewed by the Employee Development/Training Committee and a specific plan of course completion will be recommended.

Production Operators, who obtain certification in an additional skill set, shall receive an increase to their Production Operator base wage of twenty-five cents (\$0.25) per hour for each additional skill set. Effective February 4, 2017, Production Operators who already have certification in additional skill sets, will have their twenty-five cents (\$0.25) per hour per additional skill set applied to their Production Operator base rate.

The maximum that an employee may earn on his base wage is **\$24.35 per hour (February 2017), \$24.60 per hour (February 2018), \$24.85 per hour (February 2019).**

LETTER #7 – WEEKEND OVERTIME

The parties agree that in Article 15.07 the interpretation of 'on five (5) hour shifts' includes the ability to offer up to twelve (12) hours of overtime and the Company has the right to offer overtime for up to twelve (12) hours and is not required to extend an offer of overtime to an employee who is able to work only a portion of the overtime hours offered.

LETTER #8 – COLA

The Company acknowledges that Article 9.02, for the term of this collective agreement, provides for those employees in receipt of COLA as at February 3, 2017, to continue to receive COLA at the 2015 CBA rate (\$2.61 per hour), and those employees not in receipt of COLA as of that date or hired during the term of this collective agreement, will not be eligible to receive COLA.

LETTER #9 – OVERTIME EQUALIZATION

The parties agree to the following:

- 1. When overtime is required it will be offered to the employee with the lowest amount of overtime hours within the certified skill set. If the employee refuses, the next employee with the lowest amount of overtime hours in that skill set will be asked and this will continue until the overtime is accepted.**
- 2. When overtime is offered within a skill set the employee will be charged the hours being offered whether he/she accepts the overtime or not. Additionally the employee will be charged the same amount of hours in all skill sets he/she is certified in.**

3. **Once an employee is certified in a new skill set, he/she will be averaged into the overtime hours of all employees in that skill set. When overtime is being offered, the order in which to ask will be the following:**

- | | |
|-----------------------|----------------------|
| 1. Die Setter | 6. Advanced Quality |
| 2. RPLO | 7. Rework |
| 3. SUO | 8. Facilities Upkeep |
| 4. Shipping | 9. Scrub Down |
| 5. Lift Truck Driver; | 10. PO |

LETTER #10 – GROUP RRSP/DPSP

All new employees hired on or after the effective date of this collective agreement shall be eligible, subject to the probationary requirement specified, to enroll in a Group RRSP-DPSP arrangement (i.e. the “Plan”) that has the key features outlined below:

- i. **The Plan will provide: a) a mandatory required contribution from the Company of three percent (3%) of regular earnings to the DPSP and, b) a mandatory required contribution from the Employee of three percent (3%) of regular earnings to the Group RRSP. c) For greater certainty, the Company’s contributions are not linked to profitability of the Company.**
- ii. **Contributions to the DPSP will vest immediately.**
- iii. **Employee contributions to be remitted no later than thirty (30) days following the month of deduction.**
- iv. **Employer contributions to be made to the DPSP no less frequently than on a monthly basis and remitted no more than thirty (30) days after the month for which they are payable.**

- v. **All new employees will become eligible to participate in the Plan effective the first day of the month following completion of their probationary period.**
- vi. **If the Plan participants wish to make additional voluntary contributions (beyond the three (3%) percent) to their Group RRSP or the spousal RRSP, these amounts can be deducted from their pay. It is the sole responsibility of the employee to ensure that these amounts are within the legal RRSP contribution limits.**
- vii. **DPSP and Group RRSP withdrawals are not permitted until termination of employment or retirement.**
- viii. **The Company will negotiate preferred investment management fees with the record keeper with the goal of aligning the Plan's starting fee schedule to the same level as the other A.G. Simpson retirement savings plans.**
- ix. **Any additional charges above and beyond the asset-based fee will be borne by the Company.**
- x. **Plan participants on ESA approved leaves will be given the opportunity to make Employee contributions up to the three percent (3%) of regular earnings should they choose to.**
- xi. **Should plan participants elect to make contributions while on ESA approved leaves, the Employer will match such contributions.**
- xii. **For the purposes of this letter only, regular earnings are defined as all compensated hours to a maximum of forty (40) hours per week.**

ADD TO APPENDIX 'D' – LETTERS OF UNDERSTANDING:

LETTER #11 – PRODUCTION CLASSIFICATION WAGE RATES

Current production classification wage rates include (a)Die Setting \$23.98; (b)Advanced Quality \$23.44; (c)Robotic Press Line Operator \$23.38; (d)Set-up and Operate \$23.38; (e)Shipping & Receiving \$23.05; (f)Lift Truck \$22.95; (g)Facilities Upkeep \$22.02; (h)Advance Rework \$21.92; (i)Tool Crib \$22.54; (j)Inspector Layout \$23.96.

Effective February 4, 2017, a one percent (1%) increase plus a ten cent (\$0.10) top up will apply to all production classification wage rates.

Effective February 4, 2018, a one percent (1%) increase will apply to all production classification wage rates.

Effective February 4, 2019, a one percent (1%) increase will apply to all production classification wage rates.

Effective February 4, 2017, any Production Classification employee who obtains certification in a new skill set, shall receive an increase to their Production Classification base wage of twenty-five cents (\$0.25) per hour for each additional skill set. The maximum that an employee may earn on his base wage is \$24.35 (February 2017), \$24.60 (February 2018), \$24.85 (February 2019) per hour.

The parties agree that the Company will appoint the one existing bargaining unit employee to the layout inspector position and the tool crib position. When these employees are no longer in their respective classifications, either through retirement, resignation or the posting procedure, the classifications will be eliminated. No other bargaining unit employee may bump into the layout operator or the tool crib classifications. The operation of the CMM equipment and the tool crib will then become non-bargaining unit positions.

LETTER #12 – VACATION/BEREAVEMENT PAY

The parties agree that if a Production Operator employee is temporarily placed in a higher paid position for a period of two (2) or more years (defined as no more than twenty (20) working days out of the higher paid position over a two (2) year period) and is approved to be off work on a paid vacation, or paid bereavement leave, he/she will be paid vacation or bereavement pay in accordance with the applicable rate of pay in appendix 'A' plus the skills set incentive.

LETTER #13 – HEALTH INSURANCE

The parties agree the Company will provide the benefits as outlined in Article 19 – Health Insurance and the following language will form part of Article 19.01: “Employees hired before May 15, 2015 are required to pay ten dollars (\$10) per month for single coverage or twenty dollars (\$20) per month for family coverage.”

MISCELLANEOUS ITEMS

Article 1 - Work Wear

- 1.01 The company on proof of purchase, and up to current subsidy will, if required during the life of the agreement provide to employees in the following classifications up to two (2) additional pairs of “Safety Work Boots” which sustain work related damage created through his/her particular working conditions. (not caused through normal work wear). In such cases and in order to obtain payment, affected employees will be first required to show such work related damage to a person designated by the Company to assess. Facilities Upkeep, Skilled Trades, Set-up Operation, Die Setting and Robotic Press Line Operation.
- 1.02 Coveralls – Limited to **five (5)**.

- 1.03 The Company will supply and clean, as required, individual winter and rainwear clothing for those employees who are normally required to work outside.

Clothing will include winter coats, winter boots, insulated coveralls, rainwear, weld spats and weld jackets. Additional winter and rainwear clothing will be made available in the tool crib to any employee require to work outside.

Article 2

- 2.01 Propane Filling – Propane filling shall normally be done by a qualified person.
- 2.02 Inventory: One week’s general notice will be posted in the event the company may require Bargaining Unit employees to work during a plant inventory. Such employee(s) will be offered the work within the skill sets required on the basis of the employee(s) plant seniority. At no time will this provision require the company to schedule overtime for inventory.
- 2.03 The Company will have the right to select a vendor(s) within a reasonable geographic proximity to the plant and direct employees to those vendors to purchase prescription safety glasses, prescription glasses, safety glasses, safety shoes and tools in accordance with the conditions stipulated in the CBA. An employee who does not choose to make purchases for any of these items from the vendors selected by the Company will not be reimbursed for the purchased item(s).

Article 3

3.01 Schedule of Holidays for duration of this Collective Agreement:

Good Friday	April 14, 2017
Victoria Day	May 22, 2017
Canada Day	July 1, 2017
Labour Day	September 4, 2017
Thanksgiving	October 9, 2017
Christmas Eve	December 24, 2017
Christmas Day	December 25, 2017
Boxing Day	December 26, 2017
New Year's Day	January 1, 2018
Good Friday	March 30, 2018
Victoria Day	May 21, 2018
Canada Day	July 1, 2018
Labour Day	September 3, 2018
Thanksgiving	October 8, 2018
Christmas Eve	December 24, 2018
Christmas Day	December 25, 2018
Boxing Day	December 26, 2018
New Year's Day	January 1, 2019
Good Friday	April 19, 2019
Victoria Day	May 20, 2019
Canada Day	July 1, 2019
Labour Day	September 2, 2019
Thanksgiving	October 14, 2019
Christmas Eve	December 24, 2019
Christmas Day	December 25, 2019
Boxing Day	December 26, 2019
New Year's Day	January 1, 2020