

# AGREEMENT

BETWEEN  
COOPER STANDARD AUTOMOTIVE  
CANADA LIMITED



AND  
THE INTERNATIONAL UNION OR THE  
UNION  
UNITED STEELWORKERS



MITCHELL, ONTARIO

DATED APRIL 1, 2012 TO MARCH 31, 2015.

COLLECTIVE LABOUR AGREEMENT

entered into as of the 1st day of April, 2012  
And extended to the 31<sup>st</sup> day of March, 2015

BETWEEN:

COOPER STANDARD AUTOMOTIVE CANADA LIMITED

hereinafter called the "COMPANY"

- and -

UNITED STEELWORKERS

affiliated with the AFL-CIO and the CLC,  
hereinafter called the "INTERNATIONAL UNION"

Or "The Union".

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**ARTICLE I - PURPOSE**

**1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievance and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement, keeping in mind at all times that the welfare and prosperity of the employees is contingent upon the Company's ability to successfully compete in the trade and in the sale of its products.

**1.02** Both the Company and the Union realize that human relations are not always perfect and each party pledges, therefore, that so far as it is concerned there will be no undue criticism directly or indirectly towards either party.

**1.03** Both parties agree as to their desire to work in harmonious relationship and undertake:

(A) That there shall be no discrimination, interference, restraint, coercion, by or on behalf of the Company regarding any employee covered by this agreement because of membership in the Union.

(B) That the Union or its agents shall not, either by definite action or spoken word, intimidate any employee, nor shall they carry on any Union activities during the working hours (except as provided for in this agreement).

**1.04** In an effort to improve the ongoing relationship between the Company and Union, the parties agree to hold quarterly consultation meetings. The subject of these meetings may include staffing requirements, production scheduling, overtime opportunities, customer requirements, training requirements, labour relation matters or other matters that are of a concern to either party to this Agreement. These meetings will be attended by up to three **(3)** plant senior management representative(s) and up to three **(3)** union representative(s).

**ARTICLE II - RECOGNITION**

**2.01** (A) The Company recognizes the International Union as the bargaining agent for the bargaining unit composed of all employees of the company in its plant in Mitchell, Ontario, save and except the employees enumerated in 2.01 (B).

(B) Supervisors, persons above the rank of supervisor, timekeepers and time clerks, office and sales staff.

**2.02** Whenever the word Union is used throughout this agreement, it shall mean, with respect to the bargaining unit at Plant 4, the International Union and its Local 719, and whenever the word employee or employees is used, it shall mean the employee or employees within this bargaining unit.

(A) In the event of a transfer of a substantial part of the work from the plant mentioned in 2.01 (A), and the transfer will result in the layoff of one or more employees, the Company shall notify the Union of the transfer as soon as it is practicable so to do. The Company shall, if the Union so requests, meet with the committees for the purpose of considering what, if anything, should be done in the circumstances to arrange for the employment of the employee or employees about to be laid off.

**2.03** Any employee may take up any personal matter directly with the Company at any time.

**2.04** It is the function of the supervisor to develop proper methods, perform experimental set up work and instruct operators as to the proper methods and quality required. It is agreed that supervisors or other excluded personnel will not perform operations regularly performed by employees in the bargaining unit except for brief periods as necessity requires as in emergencies beyond the control of the Company or when required as employees are not immediately available. The Company will not contract out regular production work or work related to production work (rework) that could be efficiently performed by the bargaining unit if bargaining unit employees are available to perform the work at a quality level and at a cost effectiveness that is satisfactory to the Company. The Company agrees to meet with a union representative prior to contracting out.

**ARTICLE III - COMPANY RIGHTS  
COMPANY SECURITY**

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

(A) Maintain order, discipline and efficiency.

(B) Hire, discharge, transfer, promote, demote or discipline employees and determine qualifications needed for



jobs, provided that a claim of unfair promotion, demotion, transfer, determination of qualifications or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with as hereinafter provided.

(C) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number of plants, products to be manufactured, methods of manufacturing, schedules of production, kinds and location of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products and the control of the materials and parts to be incorporated in the products produced.

(D) Establish occupational groups and to discontinue, restrict or expand the same upon prior discussion with the Union.

**3.02** It is recognized that the continuity of production free from work stoppages, slow-downs or strikes, is essential to the efficient and economical operation of the Company's business. It is agreed therefore, that the Company shall have the right without hindrance, other than by grievance procedure to discipline employees who violate any provisions of this agreement. It is further agreed that the Company has the right to establish and/or alter reasonable rules and regulations to be observed by employees, examples of which are attached hereto as appendix "C". Such rules and regulations shall not be inconsistent with this agreement. If the Union questions that the agreement has been violated, the Union shall have the right to avail itself of the grievance procedure as provided for in this Agreement.

**3.03** Verbal and reprimand notations placed on an employee's record by his/her supervisor are to be signed by the employee concerned as having been read. If the employee has any questions he/she cannot clear up with his/her supervisor, or feels the **verbal or** reprimand is not in order, he/she will have five **(5)** normal working days in which to file a grievance, which will then be handled in the established grievance procedure. If the employee's grievance is upheld, the notation will be removed from his/her record. A copy of the verbal **or** written warnings will be given to the union.

If an employee has had a verbal or reprimand notation placed on his/her record and if he/she has been continuously employed for twelve months **(12)** or intermittently employed for the equivalent of twelve months **(12)**, without having a further verbal or reprimand notation placed on his/her record, it is understood

that said verbal or reprimand shall not be used against him/her.

The company will advise the Union and allow a steward to be present at any meeting where any discipline is given, unless no steward is on shift. In these situations, the Union will be advised as soon as possible. It is also understood that the Company has the right to have discussions with employees without a steward present (unless requested by the employee) as they do not form part of the discipline procedure.

(A) When an employee is to receive any disciplinary action, the Company will make all attempts to notify the employee of impending disciplinary action within ten **(10)** working days, unless reasons preclude the Company from doing so. A copy of such written notice will be provided to the Union.

**3.04** Nothing in this article shall be construed as giving the Company the right to violate or misinterpret this Agreement or any other Agreement between the parties.

**ARTICLE IV - UNION SECURITY  
DEDUCTION OF UNION DUES**

**4.01** All present employees who are members of the Union or who become members of the Union, shall remain members of the Union in good standing and shall pay Union Dues as a condition of continued employment with the Company. This provision shall remain effective during the term of this Agreement or any extension thereof or any successor Agreement.

**4.02** All present employees, who are not presently members of the Union shall pay Union Dues as a condition of continued employment with the company. This provision shall remain effective during the term of this Agreement or any extension thereof or any successor Agreement.

**4.03** Employees transferred into employment which is covered by this Agreement and all new employees, hired after the effective date of this Agreement, shall become members of the Union, and shall remain members of the Union in good standing and shall pay Union Dues, as a condition of continued employment with the Company. This provision shall remain effective during the term of this Agreement or any extension thereof or any successor Agreement.

**4.04** The Company agrees to deduct from the wages of any employee who are the members of the Union and who shall as a condition of employment certify in writing on forms supplied by the Union that

they authorize such deduction; their monthly Union Dues in accordance with the International Constitution of the United Steelworkers and remit said deduction to The International Secretary, United Steelworkers, P.O. Box 13083, Postal Station "A", Toronto, Ontario, M5W 1V7. Such remittance shall be documented on an accompanying form R-115. A copy of Form R-115 and the remittance cheque shall be forwarded to the Union's Staff Representative.

**4.05 (a)** The Company shall forward the deductions as provided for in this Article prior to the fifteenth (15<sup>th</sup>) day of the following month to the International Secretary-Treasurer of the Union by cheque as directed by the Union, accompanied by the following information:

(i) From whose pay deductions have been made and the amount.

(ii) From whose pay no deductions have been made and the reasons why no deductions have been made.

(iii) Those who have left the employ of the Company.

(iv) A properly filled out check-off certification form supplied by the Union.

(v) A properly filled out membership application card supplied by the Union.

(b) The Company shall forward to Local 719 of USW a copy of the above information along with the following:

(i) A list of those who have left the employ of the Company.

(ii) A properly filled out Membership Application form supplied by the Union.

(iii) The Company agrees to provide the Union with a list of employees giving names, department, machine, and shift and any reasonable information requested by the Union.

**4.06** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability by reason of action taken for the purposes of complying with the provisions of this Article.

**4.07** The Union shall notify the Company in writing of changes in dues or any other changes in the constitution affecting the Company's obligations under this Article. The Union shall notify the Company in writing of the name of the Local Union Treasurer.

**4.08** The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. These notices will be posted on special bulletin boards.

**4.09** The Company agrees that individual passes will be issued where necessary to permit Union Representatives to enter the plant after hours for the purpose of transacting business arising out of this Agreement.

#### **ARTICLE V - NEGOTIATING COMMITTEE**

**5.01** The Union will appoint or otherwise select Stewards. The Union will inform the Company of the names of the Chief Steward and other Stewards immediately upon their appointment or selection. Only one **(1)** Steward shall be appointed or selected for each zone or production area and the Company shall be notified forthwith of each appointment or selection.

(A) The Local will appoint or otherwise select one **(1)** Chief Steward and other Stewards on each shift to cover the same zone or production area which each supervisor of the Company has under his/her supervision or control on each shift. The names of the Chief Steward and the names of the other Stewards and the names of their replacements, if any, will be forwarded forthwith to the personnel department of the Company following their appointment or selection.

**5.02** It is mutually agreed that employees shall not be eligible to serve as Union Stewards or members of the negotiating committee until they have completed a minimum of six **(6)** months service.

**5.03** (A) The Union acknowledges that Stewards, members of committees and Union officers have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining the permission of their supervisor, who will grant such leave as soon as convenient, and when resuming their regular duties, they will report to their supervisor.

(B) It is clearly understood that Stewards and other Union officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees and that in accordance with this understanding, the Company will compensate such employees for all time spent during their normal shift hours on such work. Payment will be at base rate.

**5.04** The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than four **(4)** employees for the bargaining unit and will recognize and deal with said committee with respect to any matter arising from time to time during the term of this Agreement. An international representative of the Union will participate in such negotiations if requested to do so by the Union. The said committee will cooperate with the Company in the administration of this Agreement.

**5.05** Notwithstanding the provisions of section 5.04, the number of employees on the negotiating committee shall be up to four **(4)** employees from the bargaining unit for the purpose of negotiating with the Company with respect to proposed amendments to this Agreement, notice of which shall have been given pursuant to Article XIII.

**5.06** The Company will pay the plant negotiating committee for all time spent at any meeting called by the Company at base rate.

**5.07** For meetings called by the Company or by the Union for negotiating grievances and/or amendments to this agreement up to but not including arbitration and/or conciliation, the Company will pay each member of such committee or substitute or replacement of a committee member, who attends, for all hours while in attendance at the applicable rate. Payment for such time spent shall be at base rate. Conciliation is defined as any meeting held with the Conciliator/Mediator in attendance.

#### **GRIEVANCE PROCEDURE**

**5.08** This grievance procedure is intended to provide an orderly and prompt settlement of grievances. It is generally understood that an employee or the Union has no grievance until the supervisor concerned first has been given an opportunity to adjust the complaint. If the employee or the Union does not receive a satisfactory answer, then the following steps of the grievance procedure must be followed promptly:

STEP 1: The employee, accompanied by the department steward or the chief steward, or the Union, whichever is the grievor, shall discuss the grievance with the immediate supervisor concerned. Failing satisfactory settlement, the employee and the Union representative shall inform the supervisor concerned, that the grievance shall be put in writing and taken to Step 2 within two **(2)** normal working days.

STEP 2: The grievance shall be signed by the department steward, or a member of the grievance committee. A grievance committee member or the President shall present the grievance to the plant superintendent or his/her representative. If the committee members are unavailable to present or advance the grievance in a timely manner, the time limits will be extended by the amount of time that the members are unavailable. After any necessary discussion on a grievance submitted by 3:00 p.m. of any Thursday, the Company shall answer the grievance in writing and deliver a copy to the department steward by 3:00 p.m. the following Wednesday. Failing satisfactory settlement under Step 2, notice shall be given within three **(3)** normal working days that the grievance is being taken to Step 3.

STEP 3: A meeting shall be held between the Company and the grievance committee with an International Representative of the USW participating if requested to do so by the Union. If the grievance is not settled within fifteen **(15)** days or such time as mutually agreed to, the grievance may be referred to arbitration by either party, if done so within thirty-five **(35)** days.

Prior to arbitration the grievance may, upon mutual agreement of the parties, be referred to a Grievance Mediator. Any settlement agreed to in mediation shall be binding upon the parties. If the parties fail to reach a mutually satisfactory settlement the grievance may be referred to arbitration as set out herein.

STEP 4: In the event that no accord is reached through the procedure herein provided, the parties shall endeavour to agree upon an arbitrator to whom the grievance or grievances shall be referred for settlement. If no arbitrator is agreed upon within **thirty (30)** days, the provisions of the paragraph next following shall apply. If an arbitrator is agreed upon, the costs and fees of the arbitrator shall be shared equally by the Union and the Company.

STEP 5: When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party of this agreement and at the same time propose three (3) arbitrators. Within five (5) days thereafter the other party may select one (1) of the three (3) proposed arbitrators or may propose a second list of three (3) different arbitrators, in writing. Within five (5) days thereafter the responding party may agree to one (1) of the three (3) proposed arbitrators from the second list or may reject the three (3) proposed arbitrators. In the event the parties are unable to agree upon an arbitrator, either party may request the

Ministry of Labour for the Province of Ontario to appoint an impartial arbitrator.

It is agreed that the Union's right to initiate a grievance under this section 5.08 shall be limited to Union president or Grievance Committee.

It is also agreed that any and all of the time limits set forth above may be extended by mutual consent in writing and signed by both parties.

**5.09** No grievance, after it has once been submitted to the grievance committee for adjustment shall be settled except through the grievance committee, or if otherwise, with the consent and approval of the committee.

**5.10** (A) The proceedings of the arbitration board will be expedited by the parties hereto and the majority decision of the arbitrators will be final and binding upon the parties hereto.

(B) The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement: nor shall the arbitration board have authority to decide a dispute involving a question of a general wage level demand.

(C) No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure, except by mutual consent.

(D) The parties hereto shall pay for the time and expense of their appointed members to the board and shall share equally the expenses of the arbitrator.

**5.11** At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

**5.12** Notwithstanding the provisions of Section 5.10 (C) it is understood that the Company may bring forward, at any meeting held with the grievance committee, any complaint with respect to the conduct of the Union, or its members, and if such complaint by the Company is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred

to arbitration in the same way as the grievance of an employee. It is understood and agreed that this section applies to violations of contract.

**5.13** Meetings of the grievance committee with the Company may be mutually arranged when necessary.

**5.14** (A) The Company agrees to hear, through the orderly procedure herein provided for the handling of grievance a case where an employee claims he/she has been unjustly discharged, suspended, laid off or recalled in violation of seniority rights, provided the employee files his/her grievance in writing within five **(5)** normal working days from the date of discharge, suspension, layoff or recall.

(B) The Company further agrees that should it be decided by mutual conclusion or arbitration that the employee has been unjustly discharged or suspended or has not been laid off or recalled in accordance with his/her seniority rights as outlined in this Agreement, such employee shall be reinstated to full seniority rights and compensated for wages and benefits by any arrangement which is just and equitable in the opinion of the conferring parties or arbitration as the case may be.

(C) When an employee has been dismissed without notice he/she shall be informed by the Company that he/she has the right to interview his/her steward in a suitable place for a reasonable period of time before leaving the plant premises.

(D) When the Company believes an offence has been committed that warrants a suspension, the Company will notify the Union and hear evidence from the Union for a period of **forty eight (48)** hours, after such notification, in an attempt to mitigate the discipline.

After consideration of the Union's position, the Company will impose the disciplinary action they believe appropriate.

(E) Article 5.14(D) shall not apply when the alleged violation may endanger the safety of the employee themselves or any other employee, or of such nature that it would be inadvisable to retain the employee in the plant.

Eg. Such violations involving being under the influence of an intoxicant, immoral conduct, theft, sabotage, fighting or matters of similar nature.

**5.15** There shall be no lockout, strike, sit down, or slowdown nor stoppage of work either partial or complete over any matters



during the term of this Agreement.

**ARTICLE VI - HOURS OF WORK  
PAY AND OVERTIME**

**6.01** The normal work period shall be **forty (40)** normal hours per week consisting of **eight (8)** normal working hours per day upon each normal work day scheduled Monday through Friday inclusive.

**6.02 (A)** Notwithstanding the provisions of section 6.01, when it is necessary to schedule an operation or job to more than a one **(1)** shift basis, employees assigned to such operation or jobs on the 11:00 p.m. to 7:00 a.m. shift may commence their normal work period at or prior to 11:00 p.m. Sunday.

(B) It is understood that the starting time for shifts on certain operations must be flexible to meet customer and/or operating requirements. Prior to making any change the Company will meet with the Union to discuss the changes and inform the Union of any decision regarding changes in starting times of shifts.

**6.03 (A)** The base rate for the employees shall be as set out in Appendix B1.

**6.04 Employees will receive one and one half times the regular rate for the job after working forty (40) hours of straight time in any one week. Where the Company fails to provide the forty (40) hours of work in the week to the employee, or if the employee is absent on authorized union leave, plant holidays, vacation, bereavement, hours not included shall be counted as hours worked for overtime entitlement. When an employee works forty (40) hours or the above exception applies, the following premium will be paid:**

Overtime payment for hours worked in addition to the normal eight **(8)** hours per day and up to twelve **(12)** hours on each day Monday through Friday and up to eight **(8)** hours on Saturday shall be paid at time and one-half of the base rate. Overtime payment for all hours worked over twelve **(12)** hours on any day Monday through Friday and all hours of work over eight **(8)** hours on Saturday and all hours worked on Sunday or holidays shall be paid at double time of the base rate.

(A) Overtime hours on Saturday shall be the hours between eleven p.m. Friday and eleven p.m. Saturday except for employees working an afternoon shift which terminates at midnight. In such

cases overtime hours on Saturday shall be the hours between midnight Friday and midnight Saturday.

(B) Overtime hours on Sunday shall be the hours between eleven p.m. Saturday and eleven p.m. Sunday except for employees working an afternoon shift which terminates at midnight. In such cases overtime hours on Sunday shall be the hours between midnight Saturday and midnight Sunday.

**6.05 When deemed necessary by the Company, additional hours may be scheduled. The intent is to equalize additional hours on a rotational basis within a department over a seven (7) day week starting Monday and ending Sunday. However the Company may schedule an employee to work additional hours in order to make up forty (40) hours per week before overtime is recognized. Mandated overtime will be assigned to employees within the department by lowest master seniority. When an employee has booked a Friday or Monday, or both, days off for vacation and it has been approved by the Company, that employee will be exempt from working unless they volunteer. This will include mandatory overtime. An employee has the right to request an excuse from mandatory overtime and may be granted by the Company on an individual basis.**

**Any employee wishing to work overtime in departments other than their own shall volunteer by signing the overtime signup sheet. These employees will be considered following the volunteer process and prior to mandating. The exception to this is as follows:**

- A) It is also understood that any absence other than the four (4) recognised exceptions outlined in 6.04 shall result in that person being scheduled to fill the next available opportunity for additional hours.**

**Overtime procedures shall be:**

- 1) First schedule individuals available as per 6.05 A) above.**
- 2) Additional hours will be offered to employees working in the department:**
  - a. according to the shift list**
  - b. By master seniority - High to Low**
  - c. Rotating through seniority as the opportunities arise.**

- 3) If after exhausting the departmental list as outlined in step 2 above, more participants are still required, then additional hours will be offered to employees working outside the department as follows:
  - a. Have signed the overtime signup sheet
  - b. Are on appropriate shift
  - c. By master seniority - High to Low
  - d. Are capable of doing the job
  
- 4) If after exhausting the signup sheet as outlined in step 3 above, more participants are still required, then the remaining additional hours will be mandated as follows:
  - a. According to the shift list
  - b. By master seniority - Low to High
  - c. Also on a rotational basis

The above steps will also apply to employees working on restricted duties, provided the work is within the employee's medical restrictions.

(B) When an employee is wrongly missed for an overtime opportunity the employee shall be compensated as required.

(C) Unless an employee is forced during the first four (4) hours of their shift, they will not be required to work overtime during that day.

6.06 The Company does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.

6.07 No overtime will be paid to employees involved in a change of hours requested by an employee or the union, unless the employee would have received overtime pay except for such a change.

6.08 When an employee is requested by the Company to change shifts other than on a weekend, he/she shall be paid at the rate of time and one-half for hours worked on the first shift to which he/she is transferred. This section shall not apply when the shift change is made under clause 10.07 (D) or when the change is made at the request of the employee(s).

6.09 The regular pay period shall be one week of seven (7) days beginning with any shift starting at or after 11:00 pm on Friday.

**6.10** A day shall consist of twenty-four **(24)** hours and shall commence **four (4)** hours prior to the starting time of an employee's shift.

**6.11** The Company shall provide one ten **(10)** minute rest period during each half shift.

(A) The Company shall provide one ten **(10)** minute rest period to all employees who are scheduled to work one and one-half hours overtime immediately following their normal shift hours. This rest period will be granted at the beginning of the overtime period.

(B) If less than **eight (8)** hours of overtime is scheduled for Saturdays, Sundays, or holidays, employees will receive a **ten (10)** minute rest period every two (2) hours.

**6.12** (A) When direct labour employees are on an operation scheduled to operate on three **(3)** shifts, the lunch periods for these employees shall be reduced to twenty **(20)** minutes and the Company shall pay for the lunch period.

(B)(i) When **skilled trades** employees are on an operation scheduled to operate on three **(3)** shifts the lunch periods of these employees who are working the afternoon shift or the midnight shift shall be reduced to twenty **(20)** minutes and the Company shall pay for the lunch periods.

(B)(ii) When indirect labour employees are on an operation scheduled to operate on a regular three **(3)** shift rotation, the lunch periods of these employees shall be reduced to twenty **(20)** minutes and the Company shall pay for the lunch periods.

(C) When only one **(1)** maintenance department employee is working in the plant (regardless of shift) his/her lunch period shall be reduced to twenty **(20)** minutes and the Company shall pay for the lunch period.

(D) In order to qualify, employees eligible for paid lunches under subsections (A), (B) & (C) above must remain on Company property during their lunch periods.

#### **ARTICLE VII - PAID HOLIDAYS**

**7.01** The following **11** holidays, namely New Year's Day, Good

Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, December 26th and December 31st, and one personal floater will be paid for, subject to the following sections of this article at **eight (8)** times the base rate.

**7.02** The employee, in order to qualify for such holiday pay, must have completed **thirty (30)** calendar days of employment with the Company and must work the normal scheduled shift immediately preceding and following the holiday, unless absent one **(1)** of such shifts, but not both, with good reason acceptable to the Company. Good reason shall include layoffs, approved leave of absence, union business etc.

(A) An employee who does not qualify for holiday pay because he has not completed **thirty (30)** calendar days of employment with the Company on the date the holiday is observed shall be entitled to pay for such holiday retroactively when he/she has completed **thirty (30)** calendar days of employment, if he/she has fulfilled all other qualifying requirements of section 7.02.

(B) If an employee is laid-off within **ten (10)** working days prior to observance of the holiday and remains laid-off following the observance of the holiday, but is recalled and reports within **ten (10)** working days following the holiday, the employee will be eligible for holiday pay.

**7.03** When one **(1)** of the holidays occurs during the vacation period of an employee otherwise eligible for such holiday pay, he/she will be paid for the holiday in accordance with this article. No vacation days will be scheduled on holidays identified in section 7.01.

**7.04** The following paid holidays will be observed as listed below:

New Year's Day: **January 1, 2013, January 1, 2014, January 1, 2015.**

Good Friday: **April 6, 2012, March 29, 2013, April 18, 2014.**

Victoria Day: **May 21, 2012, May 20, 2013, May 19, 2014.**

Canada Day: **July 2, 2012, July 1, 2013, June 30, 2014.**

Civic Holiday: **August 6, 2012, August 5, 2013, August 4, 2014.**

Labour Day: **Sept. 3, 2012, Sept. 2, 2013, Sept. 1, 2014.**

Thanksgiving: **Oct. 8, 2012, Oct. 14, 2013, Oct. 13, 2014.**

December 24th: **Dec. 24, 2012, Dec. 24, 2013, Dec. 24, 2014.**

Christmas Day: **Dec. 25, 2012, Dec. 25, 2013, Dec. 25, 2014.**

December 26th: **Dec. 26, 2012, Dec. 26, 2013, Dec. 26, 2014.**

December 31st: **Dec. 31, 2012, Dec. 31, 2013, Dec. 31, 2014.**

**7.05** (A) For all hours worked between 7:00 am on the day of observance of the holiday until 7:00 am on the following day, payment shall be made at double the employee's base rate in addition to holiday pay, if qualified for as set out above.

(B) Where employees under section 6.02 commence their work week at 11:00 pm Sunday, sub-section (A) shall read as follows: for all hours worked between 7:00 am on the day prior to the day of observance of the holiday until 7:00 am of the day of observance of the holiday, payment shall be made at double the employee's base rate in addition to holiday pay, if qualified for as set out above.

#### **ARTICLE VIII - SPECIAL WAGE POLICIES**

**8.01** For factory injuries requiring first aid or outside medical attention, payment shall be allowed for the remainder of the normal shift hours during which the accident occurred or until the employee returns to work, whichever is the sooner, at the employee's base rate. The above, with respect to medical attention, applies only when the employee agrees to be treated by a doctor immediately available in the municipality in which the plant is located.

**8.02** (A) On the day of inventory, employees shall be paid their base rate.

(B) Experimental work shall be paid for at the base rate.

**8.04** Employee **swiping** in late will be paid from the beginning of the next six hundredth hour period.

**8.05** Employees reporting for work, who had no reason to believe work was not available, shall be provided with a minimum of four **(4)** hours work or pay in lieu thereof at base rate. This payment will not apply in the case of major mechanical or electrical breakdown, fire, flood, labour dispute or other cause beyond the control of the Company. However, anytime work is not going to be available the company will make every reasonable effort to advise the employees.

**8.06** An employee who is specially called in to work in any emergency at any time after the close of his/her shift, shall be through when this emergency is over, but shall nevertheless receive a minimum of four **(4)** hours pay at base rate plus the

applicable overtime rate.

**8.07** In the event of bereavement in the employee's family, which shall include father, mother, husband, wife, grandparents, son, daughter, grandchildren, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's parents, grandparents, step-parents, **step-brother, step-sister**, and step-children which may necessitate an employee to be absent from his/her scheduled work within his/her normal work week, claim for payment for lost time on normal hours for three **(3)** consecutive working days including the funeral day may be made to the Company after the occurrence and with a submission of proof. Payment for such time so lost shall be at the employee's base rate. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this section for such day or days.

The above is intended to allow bereaved employees three **(3)** normal working days off with pay, not including statutory holidays. This paid bereavement period will be extended to **five (5)** working days upon the death of an employee's current spouse or child only.

When the Company is notified, during an employee's vacation, that a death has occurred in the employee's family, as identified as above, the vacation will be extended by the length of bereavement taken, that is, up to three **(3)** days (or five **(5)** days if applicable), and the employee will receive bereavement for those days.

Unpaid compassionate leave (maximum one **(1)** day) for an employee to attend the funeral of an aunt, uncle, niece, or nephew will be granted by the Company.

It is understood that "in-law" relationships will be broken by divorce but not death of the blood relative who established the "in-law" relationship, unless and until the "in-law" relative or employee remarries. This pay will be made retroactively upon completing thirty (30) calendar days.

The employee, in order to qualify for such bereavement pay, must have completed **thirty (30)** calendar days of employment with the Company.

**8.08** (A) The Company agrees to pay an employee who serves as a juror or a subpoenaed crown witness in a legally constituted

court the difference between his/her earnings as a juror or subpoenaed crown witness and what he would have earned at base rate. In order to be eligible for payment, employees must notify their supervisors within twenty-four **(24)** hours after receipt of notice of selection for jury duty or notice to appear as a crown witness and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

(B) If an employee selected for jury duty or to appear as a subpoenaed crown witness is working other than the day shift, an employee from the day shift who is qualified will be chosen by the Company to substitute for the selected employee on his/her shift.

(C) Any employee who is convicted under the Highway Traffic Act (including unpaid traffic fines) or Criminal Code for driving offences and is subsequently incarcerated, upon written request, may be granted a leave of absence for the period of incarceration. A request for such leave must be submitted to the Company no later than five (5) days following the commencement of the employee's sentence. Such request shall not be unreasonably denied.

**8.09** (A) When an employee is permanently transferred from one job to another, for reasons such as displacement through seniority procedures or application for transfer, he/she shall be paid according to the job transferred to.

(B) When any employee is temporarily transferred from his/her regular job, he/she shall be paid at the base rate of his/her regular job or the base rate of the job transferred to, whichever is greater.

(C) **When an employee is laid off from their occupational group and there is a subsequent vacancy in the job he/she was displaced from, the affected employee will be placed in the job as soon as possible. If the employee has been accepted through a permanent transfer, he/she will not lose their recall rights to that job.**

**8.10** Payment for members of the plant safety committee, as described in Section 12.02 (A) and (B), shall be at base rate.

**8.12** Working leaders, facilitators, and lead hands shall be paid a differential of **thirty five (35)** cents over and above the highest rate paid any one over whom they are a leader and in the



event they cease to be a working leader, facilitator, or lead hand they will be paid the rate of the job they are transferred to.

## **ARTICLE IX - Production Standards**

### Development of Standards

Required levels of production shall be set by the Company and the load factor for each job will not exceed **one hundred percent (100%)**.

### Implementation of Standards

Employees being time studied will be told why the study is being made. The result of the standard will be given to the employee involved and the Union Time Study Representative. All current rates will be listed in routing book and made readily available to employees.

The Union may, at any reasonable time and from time to time, have a time study expert attend at the Mitchell plant to inquire into the particulars of any established and installed standard, and the Company shall furnish all reasonable and relevant information necessary to enable the expert to complete the said inquiry. Where there is a discrepancy in the standards, a Union time study will be conducted.

### Change in Standards

Established standards will not be altered except because of a change in material, equipment, method of manufacturing, a demonstrable clerical error or by mutual agreement. Only those elements affected by the change will be revised.

Where there is a dispute concerning the production standard, the Company will present substantiation and a copy of all details involved in the setting of the production standards to the Union. The Company will provide the Union with any changes made to standards within twenty four (24) hours prior to implementation. These shall include all facts, data, studies, (allowed and disallowed time) or any information pertaining to the operation that is considered pertinent to clear up the dispute.

It is the intent of the Company and the Union to continue a harmonious relationship to solve any problems in this regard. It

is understood that failing appropriate resolve, this plan shall be subject to the grievance procedure.

**ARTICLE X - SENIORITY**

**10.01** An employee shall be considered to be on probation until he/she has completed **720 hours** of continuous satisfactory service with the Company, but shall, on the completion of the said service be given seniority rights from the date of hiring. In the case of intermittent employment, his/her hiring date for seniority purposes shall be **720 hours** prior to the date of completion of **720 hours** of satisfactory service.

**10.02** Seniority shall be accumulated by the time worked in the employ of the Company, plus time lost not in excess of two **(2)** years, due to each layoff or each leave of absence, except that in no case shall an employee accumulate more seniority while on such layoff or leave of absence, than an amount equivalent to the amount of seniority he/she had on the effective date of such layoff or leave of absence. In the case of leaves granted pursuant to 10.16, this shall be three **(3)** years.

**10.03** Seniority lists, copies of which shall be lodged with the Union and posted on the plant bulletin board at least four **(4)** times a year, shall be prepared and maintained by the Company as follows:

(A) A master seniority list covering all employees who have served their probationary period as provided in section 10.01.

(B) A seniority list of each occupational group.

**10.04** All seniority rights of an employee, who leaves the employ of the Company, shall cease where:

(A) He/she voluntarily resigns.

(B) He/she has been discharged and such discharge is not reversed through the grievance procedure.

(C) He/she is absent for three **(3)** consecutive working days for reasons other than illness or injury without having applied for and obtained a leave of absence for a definite period from the Company, unless there is a good reason, acceptable to the Company provided for such failure to meet this time limit.

(D) 1. He/she is absent for seven (7) consecutive days due to illness or injury unless the Company is notified of such condition in writing by the employee or his/her agent within the said seven (7) days, provided, however, that such notification shall be deemed to have been given if the employee is incapacitated to the extent that he/she cannot notify the Company within the time and in the manner aforesaid, unless failure to provide written notification is for good reason.

2. He/she is absent due to illness or injury and has notified the Company or has been deemed to have notified the Company within the time and in the manner in the next preceding paragraph provided, but fails to report for work when medically approved for return to work.

(E) He/she fails, after a layoff to report for work within three (3) working days after notification that he/she should return shall have been delivered or mailed by registered mail to the last address given to the Company by the employee. If, however, the employee does report within thirty (30) calendar days and has a satisfactory excuse for his/her failure to report earlier, his/her seniority status shall be maintained but he/she shall not be permitted to exercise his/her seniority rights to displace another employee. He/she shall, however, be permitted to fill the next available vacancy and after so doing shall be permitted to exercise his/her seniority rights.

(F) He/she has been laid off for three (3) years or over.  
**Employees hired after April 1, 2012 will lose seniority after being laid off for two (2) years or over.**

**10.05** Employees must notify the personnel department of the Company in writing of any change of address and the Company shall acknowledge, in writing, receipt of any such notification. The Company may rely on the last address given to it on sending notices to the employees.

**10.06** (A) An employee must work in a occupational group (Groups 27, 30, 32, 33, 35, 39, and 45) for a trial period of up to **fifty five (55)** working days and in all other occupational groups for a trial period of up to **forty (40)** working days to acquire occupational group seniority. When his/her trial period is completed his/her name will be placed on the appropriate occupational group seniority list. When an employee is removed, except through layoff, from an occupational group during his/her probationary period, he/she will lose all days accumulated towards seniority in that group.

(B) An employee will not be entitled to seniority within an occupational group until he/she is entitled to have his/her name placed on the master seniority list. The time spent within an occupational group while acquiring master seniority shall count towards acquiring occupational seniority.

(C) When an employee has completed his/her trial period within an occupational group, he/she will be entitled to have his/her occupational group seniority coincide with his/her master seniority.

(D) An employee who leaves an occupational group voluntarily will retain occupational group seniority and may return to such occupational group through layoff or job posting providing such employee is able to do the work required.

**10.07** Seniority rights of employees shall be exercised upon a layoff or recall as follows:

**PREAMBLE**

Prior to any layoff or recall, the Company agrees to meet, discuss, and review with the local Union president or their designate the list of people to be laid off or recalled. Whenever possible, in the case of a layoff of one week or greater, employees who are laid off will receive notification in writing from the Company.

(A) An employee working in an occupational group shall be entitled to seniority over an employee in that group having less seniority than his/her own.

(B) An employee laid off from an occupational group shall be entitled to seniority rights by reference to the master seniority list. The Company shall within **three (3)** normal working days place such employee within another occupational group if he/she has seniority therein and if he/she is able to do the work required of him/her and layoff an employee from such latter group who in turn may exercise his/her seniority rights, if any in the manner aforesaid.

(C) **When an employee is laid off from an occupational group, does not have occupational group seniority within another occupational group and he/she has more seniority, according to the master seniority list than an employee working in an**

occupational group, he/she shall, within three (3) normal working days, be placed in an occupational group, if he/she is able to do the work required of him/her without training and at a normal level of production which will satisfy the Company that he/she will be able to achieve the normal level of quality production in a reasonably short period of time. The employee replaced in the occupational group may exercise his/her seniority rights, if any, as this article provides. Employees having the same seniority dates will be laid off and recalled in clock number order.

(D) An employee laid off while working on one shift shall not be entitled to exercise his/her seniority rights upon another shift until after the lapse of one (1) working day, exclusive of the day of layoff. The Company may, however, permit the exercise of the said rights after the lapse of one (1) working day.

(E) In the event of the breakage of tools or the happening of unforeseen contingencies, the Company may temporarily transfer an employee for the remainder of the shift to work other than his/her usual work and in such event seniority rights shall not be exercised by an employee.

(F) An employee when transferred to an occupational group shall be deemed to be serving a trial period within such group for such number of days as may appear appropriate or necessary, provided however, that such employee shall not be considered to be serving a trial period after completing **forty (40)** working days (mechanical groups **fifty five (55)** working days) within such group. He/she shall for such trial period retain his/her seniority, if any, within the group from which he/she was transferred.

(G) It is understood and agreed by the parties that in the case of a one (1) day layoff, employees will not be allowed under any circumstances, to exercise any seniority rights other than in the department or group in which the employee is working unless employees are doing a regular rotation of the work within the department or group and are capable of performing all aspects of the job without training.

(H) (i) It is understood that employees will not be permitted to exercise their seniority rights in skilled trades, quality control or groups 39, and 45 or others as mutually agreed upon by the parties, except under section 10.07(B).

(ii) The parties agree that some jobs require more job knowledge and familiarization than others. The Company therefore

agrees that when it becomes aware of a layoff of two **(2)** weeks or longer, it is willing to place senior employees who have exhausted all their rights under section 10.07, in order for these employees to obtain adequate job knowledge. The number of senior employees allowed into these groups will be limited to ten **(10)** percent of the number of employees currently working in the group (intent minimum one **(1)** employee). Once acceptable efficiencies by the transferring individuals have been met, an equal number of employees having the least seniority in these groups will be displaced and this process will be repeated until all senior employees have been placed in positions. The Company reserves the right to remove employees from the group if he/she is not able to do the work required of him/her at the normal level of quality production or at a level of production which will satisfy the Company that he/she will be able to achieve the normal level of quality production in a reasonably short period of time.

**10.08** (A) Permanent job openings in the bargaining unit, except direct jobs, shall be posted for the bargaining unit for (2) two normal working days. If additional openings arise during the remainder of the one **(1)** month period from the date of the posting it will not be necessary to repost the opening. It is also understood in the cases of new program launches, this one **(1)** month stipulation may be waived for the initial placing of the successful applicants. In the case of new direct jobs, a notice will be posted to allow employees an opportunity to submit a transfer.

(B)(i)A selection under this section will be based on master seniority providing the applicant has the necessary qualifications and ability to satisfactorily perform the job. Selection will be made within **five (5)** normal working days following removal of the posting in accordance with the preceding subsection 10.08(A). Notwithstanding the foregoing, vacancies in the groups listed below for:

GROUPS - 19, 27, 30, 32, 33, 35, 39, **and** 45 will be posted with the understanding that master seniority may not apply to the said posting.

(ii)If when a posting for an indirect occupational group has gone up and the senior person on said posting has less seniority than a person on layoff, vacation, leave of absence, WSIB and W.I., then these persons will be given an opportunity to apply for said posting if they will be available to start work within **ten (10)** days of the job being required. Employees who

are absent from work may have the Union executive and/or bargaining committee and/or steward sign on their behalf.

(C) All applicants not selected who have greater seniority than the successful applicant will be re-interviewed by the plant superintendent or his/her representative and following the interview the Company will advise the Union committee of its position and will for a period of 48 **(forty eight)** hours hear representations from the committee and/or the rejected employee with respect to his/her rejection.

(D)(i) A successful applicant on a job posting or permanent transfer may not apply on a subsequent posting for a period of four **(4)** months from the date of his/her final selection, unless displaced during the four **(4)** month period.

(ii) If a successful applicant on a job posting has not been moved to their new position within one **(1)** month from the date of their acceptance, they shall be eligible to sign another posting and section 10.08(D)(i) shall not apply.

(E) The periods of time provided in subsections (A) and (C) shall be exclusive of Saturdays, Sundays and holidays.

(F) All applicants who apply for a job opening in accordance with the preceding subsection 10.08 (A) shall be notified in writing (without reason) of their selection or rejection.

**10.09** Seniority shall be the first consideration in cases of promotions, demotions, upgrading or transfers for employees, providing such an employee has the necessary qualifications and ability to satisfactorily perform the job.

**10.10** (A) When, because of a sickness or disability, or period on workers compensation of **twenty (20)** normal working days or longer, or vacation period or leave of absence of **ten (10)** working days or longer it is necessary to temporarily fill an opening in an indirect occupational group with other than employees with seniority in the occupational group, a notice similar to a permanent job opening notice shall be posted for (2) two normal working days.

(B) This notice shall state that the opening is a temporary opening and should not exceed six (6) months, except in the case of a maternity leave, and unless mutually agreed upon by the parties. **However, for groups 19, 22, 39 and 45 this period shall be extended indefinitely until the employee no longer wishes to**

**hold this temporary position or circumstances preclude the need.**

(C)The Company will select the applicant for this temporary opening in the same manner as a selection would be made under Section 10.08 (B) for permanent job opening, for quality control, skilled trades, and groups 39 & 45. For all other groups, an applicant working in another indirect group will not be considered if his/her transfer to this group creates an indirect occupational group opening that must be filled. However if there is evidence satisfactory to the Company that the temporary opening will be **four (4)** months or more, an applicant in another occupational group may apply.

(D)The successful applicant will not accumulate working days toward seniority within the occupational group while working within the group on a temporary basis, but his/her working days will be recorded and if he/she puts in the **forty (40)** working days required for a non-mechanical group or the **fifty five (55)** working days required for a mechanical group he/she will receive the top rate of pay of the group.

(E)When the employee whose leave of absence created the temporary job opening returns to work, the employee who filled the opening will be transferred back into the job he/she was performing before the transfer in accordance with his/her seniority rights. If the employee's original job no longer exists, the employee will be transferred back to the group he/she was transferred from.

(F)The days he/she worked in the occupational group on a temporary basis will be recorded for future reference.

(G)If the temporary indirect occupational group opening becomes a permanent job opening, it shall be posted as required under Section 10.08 (A), and selection for the job will be made in accordance with Section 10.08 (B). Any days worked by an applicant in the posted group when it was a temporary opening shall not be considered over and above the seniority rights of another applicant.

(H)If the applicant selected for the permanent opening worked in the occupational group on a temporary basis, the days he/she worked in this group, shall count toward his/her occupational group seniority.

(I)An employee placed in an occupational group opening under a temporary job opening, must fulfil the duties of the job to the Company's satisfaction, or he/she will be removed from the



job and the job will be filled by the selection process provided for in this section.

**10.11** Any employee transferred or promoted out of the bargaining unit and returned back to the bargaining unit shall only accumulate the seniority acquired while in the bargaining unit. They may be transferred back into employment covered by this agreement provided that the transfer is to a vacancy existing at the time. These employees shall, after the completion of the probationary period, be placed on the master seniority list with a seniority rating based on their original date of hire minus any time spent while not working in the bargaining unit. These employees will lose all group seniorities held before transferring out of the bargaining unit and will have to work the appropriate probationary periods for groups to regain their seniority status.

**10.12** Following layoff, employees shall be recalled in accordance with their seniority rights as provided in this Article.

**10.13** Any of the seniority provisions contained in this Article or its sections or subsections may be superseded at any time by other arrangements mutually agreed upon by the Company and the Union.

#### **LEAVE OF ABSENCE**

**10.14** Leave of absence without loss of seniority shall be granted to pregnant employees with seniority prior to the commencement of the eleven week period before delivery will occur, as certified by a legally qualified medical practitioner, or a shorter period if in the written opinion of the practitioner is sufficient.

(A) The Company may require the pregnant employee to commence her leave of absence prior to the commencement of the eleven **(11)** week period if in the opinion of the Company she cannot reasonably perform her duties, or the employee herself may, if she has seniority at the time, commence her leave of absence prior to the commencement of the eleven **(11)** week period but not earlier than the fourth month of pregnancy.

(B)(i) The Company will grant the pregnant employee six **(6)** weeks leave of absence following delivery, or such shorter period as in the written opinion of a qualified medical practitioner is considered sufficient.

(ii) An employee who has been employed for at least thirteen (13) weeks may request, in writing at least two (2) weeks prior to the anticipated commencement of the leave, and shall be granted, the following leave of absence without pay. It is understood by both parties that the following is for informational purposes and that the full text of the applicable sections of the Employment Standards Act of Ontario, the Regulations to the Act, and any subsequent changes, modifications, or amendments thereto shall govern the actual circumstances of the leave.

(iii) Pregnancy leave of a maximum of seventeen (17) weeks is available to the natural mother of the child and the request for leave must be accompanied by a certificate from a qualified medical practitioner stating the expected birth date. Pregnancy leave ends seventeen (17) weeks after the commencement or on an earlier date provided the employee advises the Company, in writing, at least four (4) weeks in advance of an earlier return date.

(iv) Parental leave of a maximum of thirty five (35) weeks is available to each parent or either a natural or an adopted child. The parental leave of a natural mother must begin immediately following the expiration of her pregnancy leave, otherwise, parental leave must commence within fifty two (52) weeks of the date of the child's birth or coming into custody, care and control of the parent. Parental leave ends thirty five (35) weeks after commencement or an earlier date provided the employee advised the Company, in writing, at least four (4) weeks in advance of an earlier return date.

(v) During either pregnancy or parental leave, seniority continues to accrue and the employee continues to participate in each type of benefit plan provided by the Company, and all required contributions will continue to be made, unless the employee elects in writing not to continue participation in the benefits. However, in order to have optional pension amounts be continued, the employee must advise the Company in writing of their wish to continue making their employee contributory payments during the leave. Upon return from pregnancy or parental leave, the employee will be reinstated to the position they held prior to the leave, if it still exists, or to a comparable position, if it exists.

**10.15** The Company agrees to grant leave of absence in cases of bona fide illness or injury, with seniority accumulated as provided for in Section 10.02.

**10.16** The Company agrees to grant leave of absences whenever possible, without loss of seniority, to attend union business.

(a) Leaves not to exceed **seven (7)** consecutive calendar days and a maximum of **five (5)** employees will not be unreasonably denied if the Company is given **seven (7)** calendar days prior notice. It is understood that the term unreasonably denied will protect the Company in situations where productivity requirements would be jeopardized or in situations where more than one person per area will be out at the same time unless the Company is able to replace the extra individuals without apparent hardship.

(b) For periods not to exceed **thirty (30)** consecutive days and a maximum of **two (2)** employees, leaves shall not be denied if the Company is given a minimum of **thirty (30)** calendar days. An exception to this could occur where leaves for more than three **(3)** employees have been previously been approved pursuant to section (a) for the same time period.

(c) When a maximum of one **(1)** person is requested for a leave in excess of one **(1)** year, but less than **three (3)** years, from the International Office of the USW, leaves shall not be denied if the Company is given a minimum of **thirty (30)** calendar days prior notice.

(d) While on such leaves under section (a), (b) and (c) of this article, the employees shall not engage in activities which are in conflict with the interests of the Company. These leaves shall be in writing and seniority shall be accumulated as provided in section 10.02.

**10.17** The Company may grant leave of absence requested in writing by an employee for other than illness or injury. This leave shall be in writing and seniority shall be accumulated as provided for in Section 10.02. The approval will be granted far enough in advance so as to permit the employee to make the necessary arrangements, if possible within two **(2)** weeks of receiving the request.

**10.18** An employee who is absent from work because of a compensable injury incurred in the employ of the Company is not considered to be on leave of absence in the meaning of this Article. Such employee shall return to work when medically fit to do so subject to the seniority provisions of this Article and will be credited with full accumulation of seniority. This Section in no way restricts the Company's rights under Article III.

**10.19** An employee who returns from a leave of absence shall be

returned to his/her job that he/she was performing prior to the commencement of the leave in accordance with his/her seniority and other provisions of this agreement. If the employee's original job no longer exists, the employee will be transferred back to the group he/she was transferred from.

**10.20** In the event of an employee suffering a major disability exception may be made to the seniority provisions of this Agreement in favour of such employee, but in the event of a layoff or recall after a layoff, he/she shall be subject to the seniority provisions of this Agreement which would have applied had he/she not been disabled. Following recall after a layoff, exception may again be made to the seniority provisions of this Agreement in favour of such employee. However, in no case will the returning employee displace an employee out of an occupational group who has more occupational seniority in that group than has the returning employee.

**10.21** An employee may request and the Company may grant a leave of absence with full accumulation of seniority for an extended vacation trip. The approval will be granted far enough in advance so as to permit the employee to make the necessary arrangements pertaining to the vacation trip.

**10.22** The Company will notify employees in writing as soon as possible when their request for an Emergency Leave has been declined.

#### **ARTICLE XI - VACATIONS**

**11.01** Employees with thirty **(30)** years or more of Company service credit as of June 30th in the current year will receive five weeks vacation with vacation pay of **ten percent (10%)** of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the fifth **(5<sup>th</sup>)** , fourth **(4<sup>th</sup>)** and third **(3<sup>rd</sup>)** week may not necessarily be given consecutively with any other regular vacation period.

**11.02** Employees with twenty-four **(24)** years or more of Company service credit as of June 30th in the current year will receive five weeks vacation with vacation pay of **ten percent (10%)** of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the fifth **(5<sup>th</sup>)** , fourth **(4<sup>th</sup>)** and third **(3<sup>rd</sup>)** week may not necessarily be given consecutively with any other regular vacation period.

**11.03** Employees with twenty **(20)** years or more but less than twenty-four **(24)** years of Company service credit as of June 30th in the current year will receive five **(5)** weeks vacation with vacation pay of **ten percent (10%)** of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the fifth **(5<sup>th</sup>)**, fourth **(4<sup>th</sup>)**, and third **(3<sup>rd</sup>)** week may not necessarily be given consecutively with any other regular vacation period.

**11.04** Employees with fifteen **(15)** or more but less than twenty **(20)** years of Company service credit as of June 30th in the current year will receive four **(4)** weeks vacation with vacation pay of **eight percent (8%)** of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third **(3<sup>rd</sup>)** and fourth **(4<sup>th</sup>)** week may not necessarily be given consecutively with any other regular vacation period.

**11.05** Employees with ten **(10)** years or more but less than fifteen **(15)** years of Company service credit as of June 30th in the current year will receive three **(3)** weeks vacation with vacation pay of **six percent (6%)** of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third **(3<sup>rd</sup>)** week may not necessarily be given consecutively with any other regular vacation period.

**11.06** Employees with five **(5)** years or more but less than ten **(10)** years of Company service credit as of June 30th in the current year will receive three **(3)** weeks vacation with vacation pay of **six percent (6%)** of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third **(3<sup>rd</sup>)** week may not necessarily be given consecutively with any other regular vacation period.

**11.07** Employees with less than five **(5)** years of Company service credit as of June 30th in the current year will receive two **(2)** weeks vacation with vacation pay of **four percent (4%)** of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year in compliance with the vacation with pay section of the Ontario Employment Standards Act. Employees with a seniority date of January 1<sup>st</sup> to

June 30<sup>th</sup> of that year will receive one **(1)** week of vacation entitlement in that year. Employees with a seniority date earlier than January 1<sup>st</sup> will receive two weeks vacation in that following year.

**11.08** A minimum vacation allowance of forty **(40)** times base rate per eligible week for employees with at least one **(1)** year Company service credit shall be paid to all employees who were not working due to medically certified sickness or injury. This clause will not be applicable unless the employee has worked a minimum of three **(3)** months in a twelve **(12)** month period immediately proceeding June 30th.

**11.09** When an employee, with at least one **(1)** year Company service credit has been absent for more than three **(3)** months because of a compensable injury during a vacation year, and for that reason only his/her vacation pay calculated in accordance with the preceding section of the Article is reduced, the vacation pay to which he/she is entitled shall be increased, providing the employee has not violated Company safety rules and instructions when injured. The employee's vacation pay shall be increased so as to reflect no loss in vacation pay for any part of time lost over three **(3)** months but not exceeding nine **(9)** months in the calendar year. Payment shall be at base rate times forty **(40)** hours per eligible week.

**11.10** When an employee's employment with the Company is terminated for cause or resignation, he/she will be paid any accrued vacation pay in accordance statutory obligations. Those employees terminated for frustration of contract will be paid accrued vacation pay in accordance with the vacation pay percentage according to 11.01 through 11.06.

**11.11** The dates of vacation will be determined by the Company but the Union and the Company will meet or a copy of the vacation posting will be given to the union for review **five (5)** days prior to posting vacations of each year. The Company will post the vacation notice no later than May 10th of each year. **Employees must have at least ten (10) days vacation booked by June 15<sup>th</sup> of each year or the employer shall have the right to schedule no greater than ten (10) days (two (2) weeks) of their vacation. If an employee is absent for three (3) months or more, those employees will be allowed to forego their ten (10) day required vacation if they give written notice to the Company within ten (10) days of their return to work.**

**11.12** Employees will be able to take vacation entitlement any

time prior to February 28 of the following year. For employees required to work over the Christmas shutdown, this time period will be extended to March 31<sup>st</sup>. Payment for vacation will be made when the employee actually takes the time off, if the employee chooses to draw it, or prior to shutdown if no request is made to defer it. Employees in order to be paid for their vacation entitlement on time must submit a vacation entitlement form to Human Resources at least two **(2)** weeks ahead of time, or prior to June 1st of the year of vacation.

This clause is not intended to allow accumulation of vacations from one year to the next.

Any unused vacation pay to be paid the last day prior to Christmas. Employees will be paid for each vacation day as they take them, up to the end of the first **(1<sup>st</sup>)** week of December, then remainder of vacation pay paid out, if employee chooses to defer payment to June 30<sup>th</sup>.

Senior employees will be entitled to book their first two **(2)** weeks of vacation entitlement by seniority if submitted for approval by the Company no later than **five (5)** working days after the posting referred to in section 11.11. Following this date, vacation entitlement will be approved on a first come, first serve basis. Exceptions to this clause may be granted in the cases of extenuating circumstances where employees may need approval prior to April 30th.

**11.13** The Company will respond to vacation requests within two **(2)** weeks of its receipt on the appropriate form. Exceptions to this include the time period when senior employees have preferred booking, as referred to above, and at shutdown periods such as Christmas when schedules are unknown.

## **ARTICLE XII - MISCELLANEOUS**

**12.01** The Company will furnish and maintain without charge to the employee special wearing apparel considered necessary on the effective date of this agreement or during the term of this Agreement by mutual agreement between the Company and the Union.

Special wearing apparel shall include coveralls or smocks for all employees working on maintenance, paint line, buffing and quality control. The Company will also supply wearing apparel for employees working in shipping or receiving during the winter months.

The Company agrees to pay a safety footwear allowance of eighty five dollars **(\$85)**, substantiated by receipts, every two **(2)** years, to employees who work in areas that have been mutually agreed upon by the Joint Health & Safety Committee, the Company, and the Union as mandatory safety footwear areas. Maintenance employees will receive eighty dollars **(\$80)**, substantiated by receipts, every year for safety footwear.

In areas deemed by the Company for employees to wear mandatory safety glasses, the Company will pay for prescription eyeglasses and frames (CSA), to a maximum of once every two **(2)** years if necessary. The Company will pay for new lenses upon a change in prescription as necessary. The choices of supplier and style of lenses and glasses will be made by the Company.

**12.02** (A) There shall be a plant safety advisory committee consisting of three **(3)** members appointed by the Company and four **(4)** plant employees with one **(1)** alternate appointed by the Union. It shall be the duty of this committee to meet as often as necessary for the purpose of devising ways and means of eliminating hazards and to formulate policies for approval which shall promote the safe operation of the Company's plant. It shall also be the duty of a committee member to meet as soon as possible following any serious injury or fire in the plant for the purpose of investigating the accident scene and help determine the cause of the injury.

(B)The Company agrees to pay lost time wages for one (1) Union Health and Safety committee member at the rate of pay as described in Clause 8.10 of the Collective Labour Agreement, to attend the USW Health and Safety Conference, twice a year.

**12.03** (A)Notwithstanding their seniority status, the president of Local 719 shall be continued at work as long as work of their classification or work they are willing and able to do is available in the plant.

(B)The president of Local 719 shall be retained on the day shift. During prolonged absences of the president (one **(1)** week or more) a designate may be substituted on day shift, provided the Company receives written notice **one (1)** week in advance.

(C) The Union President will be removed from his/her job for the duration of the presidency. It is further agreed that this person will return to his/her job upon completion of the term at a mutually agreed time. The President will be paid at the hourly rate of pay he/she received prior to the term. The President will be asked to perform and may be trained in other



jobs, for the agreed upon four (4) hours of production work that he/she must work during the day.

**12.04** In accordance with the Ontario Labour Relations Act, the Welfare Benefit Plan, Appendices A, B1, and D shall form part of the Collective Labour Agreement.

**12.05** The general duties of the Occupational Safety and Health Committee shall be:

(A) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.

(B) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a worker whether or not such injury occurred.

(C) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

(D) To keep records of all investigations, inspections, complaints, recommendations, together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.

(E) The Union Co-chairperson of the Joint Health and Safety Committee, or designate, shall have the right to accompany all authorized Ministry of Labour Inspector on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspection.

(F) Accident, injury and occupational illness records shall be kept by the Company and those not considered medically confidential shall be made available to the Joint Occupational Health and Safety Committee. These records shall include all reports required by the Ministry of Labour under the Occupational Health and Safety Act. The Company also agrees to make available to the Committee upon request, the trade name and/or technical description, (including chemical analysis, if available) of any compound and substances used in the plant.

**12.06** An employee may refuse work or do particular work where he

or she has reason to believe that:

(A) Any equipment, machine, device or thing he/she is to use or operate is likely to endanger themselves or another employee, or,

(B) The physical condition of the workplace or the part thereof in which he/she works or is to work is likely to endanger themselves.

(C) The Company and employees will follow the work refusal procedure as prescribed in the Occupational Health and Safety Act (1997) as a minimum standard.

**12.07** (A) If as set down in Article 12.06, an employee refuses to work or do particular work, he/she shall promptly report the circumstances of his refusal to his Supervisor, or management representative, who shall forthwith investigate the report with the certified worker or designate or a representative of the Occupational Safety and Health Committee.

(B) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger themselves or another employee, then an inspector representing the Ministry of Labour shall be notified to investigate the refusal to work and they shall give their decision in writing as soon as practicable.

(C) The employee shall be found reasonable alternate work until the issue in dispute has been resolved.

**12.08** Pending the investigation and decision of the inspector, no employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated, unless in the presence of a Union member of the Joint Health and Safety Committee, or if none available, a designate, selected by the Union, the worker has been advised of the other worker's refusal and the reasons for the refusal.

**12.09** No disciplinary action shall be taken against any employee by reason of the fact that he/she has properly exercised the right conferred upon them under any act respecting the Occupational Health and Safety of employees.

**12.10** (A) No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

(B) All employees shall follow the Company safety rules at all times while on the Company premises and use or wear the personal protective devices that the Company requires to be used or worn.

(C) The Company will ensure that all members receive chemical hazard training. This training shall include WHMIS education and training.

(D) Current Corporate policy on in plant equipment release will be followed when existing machinery has been moved, altered or when new machinery comes into the plant.

(E) The Worker's Health and Safety Center will be considered as one of the providers for health and safety training. All union members of the Joint Health and Safety Committee shall be provided appropriate hazard specific training as determined by the Company and the Union.

(F) Upon completion of an employee's WSIB Form 7, a copy of the form shall be provided to the Union's WSIB representative in exchange for the employee's Form 6.

(G) All outside contractors/truck drivers, etc. will obey the safety rules of our plant.

#### **ALTERNATE WORK COMMITTEE**

**12.11** The employer agrees that a joint Alternate Work Committee, with equal representation of Union and Management workers, will be structured to facilitate the accommodation of employees with work related disabilities, in the workplace. The employer shall provide the necessary education and resources to ensure the effectiveness of the committee.

(A) It is understood that the goal of the committee is to work cooperatively with the Company to assist in finding available work for injured workers within their medical restrictions.

In any formal meeting with an injured worker concerning his/her injury, the injured worker may request a member of the Alternate Work Committee to be present. If no such member is available a Union member of JHSC may substitute if available.

**12.12** The employer shall provide the union with a copy of the accident/incident report when it is filed.

**12.13** The Company recognizes that some soft tissue injuries are work related. The Union recognizes the Company is working through ergonomic issues in dealing with these soft tissue injuries. Through the use of the Alternate Work Committee, Company and Union will strive to help employees cope with their injury and get back to pre-injury work.

**12.14 Pregnant employees, upon doctor's request, shall be removed from exposure to solvents or glues in the workplace.**

**ARTICLE XIII - AGREEMENT AND DURATION**

**13.01** When this Agreement has been executed by the International Union and Bargaining Agents as mentioned in Section 2.01 (A) and ratified by the Local, it shall constitute the entire agreement between the Company and the International Union and the Bargaining Agents, save and except any existing separate agreements between the Company and the Union or said Local or either of them covering welfare and pension benefit plans.

**13.02** Amendments to this Agreement may be made in writing by mutual consent of both parties if signed by the duly authorized representatives of the parties.

**13.03** This Agreement shall be in effect until the 31st day of March, **2015** and shall continue from year to year thereafter unless either party gives notice in writing to the other party within a period of ninety (90) days before the expiry date of its desire to amend this agreement.

Signed this **11th** day of May, **2012**.

For the Company

For the United Steelworkers  
On behalf of its Local 719:

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**ARTICLE XIV - SKILLED TRADES**

- 14.01** Skilled Trades Classifications shall be as listed below:
- |            |                                   |
|------------|-----------------------------------|
| Group # 14 | Maintenance                       |
| Group # 27 | Machinist Apprentice              |
| Group # 30 | Certified Maintenance Electrician |
| Group # 32 | Certified Industrial Millwright   |
| Group # 33 | Industrial Millwright Apprentice  |
| Group # 34 | Maintenance Helper                |
| Group # 35 | Certified Machinist               |

This list in no way restricts the Company's rights under Section 3.01 (D) of this agreement.

Skilled Trades Groups are exempt from new hire progression rates.

- 14.02** (A) Millwright Apprentice and Machinist Apprentice wage classes set out as follows:

MILLWRIGHT AND MACHINIST APPRENTICE

	YEAR 1 - 3
End of 4th year	\$ <b>23.75</b> (95%)
End of 3rd year	\$ <b>22.50</b> (90%)
End of 2nd year	\$ <b>21.25</b> (85%)
End of 1st year	\$ <b>20.00</b> (80%)
1st year	\$ <b>18.75</b> (75%)

In order to obtain top rate, employees must pass the Provincial exam from the Ministry of Skills and Development.

(B) A temporary or permanent Maintenance Helper will earn a base rate equivalent with the first year millwright apprentice base rate. A sixty (60) day probationary period will be in place and the rate will be ten (10) cents less than a first (**1<sup>st</sup>**) year millwright apprentice during this period. There will only be as many permanent or temporary helpers as millwright apprentices in

permanent positions.

(C) It is the intent of this clause that employees will be selected to apprenticeship openings by seniority when all factors are equal, including skills, abilities, and aptitude. When the Company chooses a less senior employee for these openings, they will meet with the senior candidates to discuss the reasons. Current Maintenance employees (Group 14) will have first opportunity to enrol in Apprenticeship openings or they may remain in Group 14. In order to remain in the apprenticeship program, an employee must continue to be enrolled in the academic requirements as dictated by the Ministry of Skill Development and must be able to satisfactorily perform all requirements of the job, with adequate training.

(D) In order to be selected for a permanent or temporary Maintenance Helper position, the applicant must successfully pass a practical and written test.

**14.03** The Company will replace tools belonging to skilled trades personnel listed above which are broken or worn because of use in performance of their duties. An inventory of such tools that are beyond the expected tools listed below will be provided to the Company for approval and replacement.

1 set flat screw drivers	1 set of Phillips screw drivers
1 set Robertson screw drivers	1 pair of 10-inch vice grips
1 6-inch adjustable wrench	1 10-inch adjustable wrench
1 12-inch adjustable wrench	1 hack saw
1 12-foot tape measure	1 pair regular pliers
1 pair needle-nose pliers	1 pair side cutters
1 pair water pump pliers	1 3/8 inch drive spinner
1 3/8 inch drive ratchet with short & long sockets	1 set punches
2 sets allen wrenches (1 long, 1 short)	1 set flat chisels
1 claw hammer	1 centre punch
1 set combination wrenches 3/8" to 1-1/4"	1 1-1/2 lb. ball peen hammer
	1 2-1/2 lb. ball peen hammer
	1 pin & drift punch set

**14.04** Seniority for layoffs will be recognized by apprentices over the certified counterparts if they are able to perform the necessary functions. However, if machinery is installed which only allows certified personnel to work on it, apprentices would not be allowed to exercise seniority.

The same concept would apply to overtime allocation.

**14.05** When skilled trades personnel are deemed by the Company to require training, this training will be paid for by the Company. When training is required in a skilled trade, the most senior employee in each work team will be trained, and will be paid at the applicable rate.

**14.06** Work that normally falls within the duties of Skilled Trades employees will not be contracted out if such contracting out is significant enough to result in the layoff of Skilled Trades employees or delays the recall of laid off Skilled Trades employees. Contracting out will not be used to avoid filling a permanent vacancy within the bargaining unit in cases where plant production requirements are level or increasing.

**14.07** The Company agrees to provide, each October 1<sup>st</sup>, a tool allowance of five hundred dollars (\$500), to the Certified Millwrights and Certified Machinists, without the requirement of receipts. The employee must have worked at least twenty four (24) weeks in the previous fifty two (52) week period.

(B) Renewal fees for licenses in the skilled trades department that the Company has deemed necessary to perform their job will be reimbursed, up to a maximum of sixty dollars (\$60) every three (3) years. The reimbursement will be substantiated with a receipt.

#### APPENDIX "B1"

##### LABOUR RATES BY OCCUPATIONAL GROUPS EFFECTIVE - APRIL 1, 2012 to March 31, 2015.

Group	DIRECT LABOUR	
24 Set-Up, Mtl Handling, General Relief-Insert Prep		20.00
28 Assembly		19.00
38 Insert Prep		19.00
40 T900 Operator		19.00
44 Injection Pressing		19.00
46 T900 Assembler		19.00
<b>50 Students</b>		<b>12.75</b>
<b>Group</b>	<b>INDIRECT LABOUR</b>	

10 Shipping, Receiving, Material Handlers	20.18
19 Quality Control Inspector & Technician	20.39
22 Mold Cleaning	20.00
27 Machinist Apprentice (see Skilled Trades)	
30 Certified Maintenance Electrician	26.13
32 Certified Industrial Millwright	25.00
33 Industrial Millwright Apprentice(See Skilled Trades)	
35 Certified Machinist	25.00
39 T900 Facilitator	20.45
45 Insert Prep Lead Hand	20.45

Above labour rates subject to new hire progression rates to start at **eighty percent (80%)** of base rate for the first **twelve (12)** months, **eighty five percent (85%)** for the next **twelve (12)** months, **ninety percent (90%)** for the next **twelve (12)** months, and **ninety five percent (95%)** for the next **three (3)** months. This is to exclude Skilled Trades.

**APPENDIX "D"**  
**LETTER OF UNDERSTANDING**

**LETTER #1**

It is agreed by the parties that when inventory is to be performed by the facility on one **(1)** shift and one **(1)** day only, a voluntary list will be posted on the bulletin board. Those employees on all shifts wishing to work the inventory will sign this voluntary inventory list and will be selected in order of master seniority. If the required number of employees is not met through this method, the work will be assigned by reverse master seniority on the shift required. If an employee from a shift other than the shift required for inventory signs up and works the inventory, there will be no shift-change premium paid. For employees taking the day off out of seniority, attendance will be classified as a management permitted leave.

**LETTER #2**  
**PLANT CLOSURE**

In the event that the Company should decide to close the plant:

1) The Company will notify the Local and International Union where possible, six (6) months, but at least two (2) months prior



to cessation of operation.

2) The parties will meet to discuss ways of attempting to avert the closure.

3) If attempts to avert the plant closure are not successful, the Company and the Union representatives will meet to discuss the manner in which the closure is carried out.

4) Benefit coverage for medical/dental and life insurance shall be provided to employees whose employment is terminated by the Company as a result of the plant closure in accordance with a negotiated formula agreed between the parties.

5) If an employee is displaced because of closure and receives a lower pay rate, severance pay will be calculated on the higher rate.

6) Employees will be allowed vacation pay in lieu of time off for vacation.

7) Where practical, and with appropriate qualifications, bargaining unit members will be used to dismantle and remove equipment and/or for other services.

8) If an employee finds employment after the plant closure announcement but prior to date of closure and he/she gives the Company two **(2)** weeks notice in writing, he/she shall be entitled to severance pay no less than in accordance with the Employment Standards Act of Ontario.

9) The Company will establish a procedure for processing of Health and Welfare claims, etc., for terminated employees.

10) The Company will provide job search and social counselling to affected employees under the auspices of a Provincial and/or Federal Industrial Adjustment Committee.

11) The Company is committed to working closely with the Union to implement this committee. The chairperson will be selected by the committee, subject to the approval of the Industrial Adjustment Service. The Committee shall consist of up to three **(3)** representatives from the Company and a minimum of three **(3)** representatives from the Union, to be chosen by each respectively.

The terms agreed to in this letter of understanding concerning the plant closure are in addition to any benefits or rights which may flow from the existing Collective Labour Agreement between

the parties or from any applicable Provincial Legislation. The signing of this letter of understanding in no way affects the interpretation by either party of the applicable legislation as it pertains to plant closure.

**LETTER #3  
RE: TIME AND MOTION STUDY**

When there is a disputed standard, whether new or revised, the Union Time Study Person will be involved with the Company Industrial Engineering Department in the resolution of the dispute.

While involved in the resolution of the new or revised standards, the Union Time Study Person will be paid their regular wage.

It is agreed by both parties if said dispute cannot be resolved by the local Union Time Study Person, the local Union shall have the right to bring in the International Time Study Specialist, in an effort to resolve such disputed standards.

It is further agreed that the Company will notify the local Union in advance, before implementing any changes relating to any standards, procedures, systems, etc., and if required shall provide and pay for any necessary training for the local Union Time Study Person.

**LETTER #4  
LETTER OF INTENT  
RE: HEAT  
PLANT # 4 LOCAL 719**

The Company will maintain a policy with regards to Heat Stress/Exit (HSE26) and Hot Weather Plan (HSE41) and this will be followed by the plant. Upon request, a copy shall be given to the union.

**LETTER #6  
TEMPORARY WORK SHORTAGE**

After a one (1) week duration, seeing a trend toward an ongoing shortage of work, (eg. Two (2) or three (3) four (4) hour

work days or two (2) full day layoffs) the Company will meet with the Union to discuss and review whatever measures there maybe to protect senior employees.

**LETTER #8**  
**LETTER OF UNDERSTANDING**  
**ACCIDENTAL DEATH AND DISMEMBERMENT**  
**INSURANCE COVERAGE**

The Repatriation benefit is subject to a maximum coverage amount of \$10,000.00. The Rehabilitation benefit is subject to a maximum coverage amount of \$10,000.00. The Occupational Training benefit is subject to a maximum coverage amount of \$5,000.00. These amounts are subject to change, and the Union will be notified in the event of such change.

**Letter # 9**  
**Letter of Understanding**  
**Procedure for Overtime Sign Up Sheets**

1. An overtime sign up sheet will be posted in an agreed upon location in advance for potential overtime. Employees will indicate their availability by signing the sheet.
2. This sheet will be posted on Friday by noon and will be removed the following Wednesday at 3pm. It will cover overtime opportunities from 11pm on the Friday of that week until the following Friday at 11pm.
3. A list of eligible employees for weekend overtime will be posted by Thursday at 3pm. Those who are required to work will be advised by their supervisor.
4. Overtime will be offered to employees according to 6.05.
5. Employees who are absent from work and have been chosen to work overtime will be called by a supervisor in the presence of a union steward.
6. A copy of the sign up sheets and any lists posted will be given to the Union upon their request.
7. In those instances where the Company is unable to post a sign up sheet, overtime will be offered according to 6.05.

**Letter # 10**  
**Non Discrimination and Non Harassment**

Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each other's rights. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code. This joint policy shall be interpreted in accordance with and subject to the provisions of the Code.

**Letter # 11**  
**Weekend Shift**

1. The weekend shift would comprise of two **(2)** twelve hour **(12)** shifts to occur one on a Saturday, and one on a Sunday (unless a holiday weekend, see number 15). The Company reserves the right to alter the hours of the weekend shift in order to meet production requirements. We will attempt to give as much notice as possible to the employees affected.
2. Holiday pay is the same as per the Collective Labour Agreement and would be paid over and above the hours worked on weekends.
3. Pay: Twelve **(12)** hours pay at time and one half for the first day of the weekend shift; twelve hours **(12)** pay at double time for the second day of the weekend shift. Total is forty two **(42)** hours pay. For Employment Insurance purposes, credited hours will be 1.5 times the hours worked on Saturday and **two (2)** times the hours worked on Sunday.
4. Employees working weekend shift under this agreement will receive a twenty **(20)** minute paid lunch and four **(4)**-ten **(10)** minute paid break periods.
5. Each shift will equal 2.5 days for seniority.
6. Pay for bereavement will occur only if time lost, up to three **(3)** days and according to the provisions of 8.07 at the applicable rate.

7. Any employee unable to work their scheduled shift for the weekend will be responsible to find someone on the full shift to switch with them. This will not be a Company responsibility. A shift change authorization form must be fully completed for approval. Where there is a failure to find someone, the employee is required to work their scheduled shift.
8. The employee will give the Company written notice of their wish to switch a shift.
9. If an employee wishes to join the weekend shift, which had previously wished not to join, they must wait for an opening on the shift.
10. Sick and accident will be paid as per the Collective Labour Agreement with Saturday and Sunday equating to the normal five days of production and the five days of production equaling a weekend.
11. When deemed necessary by the Company, employees shall be asked to work additional hours on normal week days and on Saturday and Sunday.

Overtime procedures will be as follows:

- (a) An overtime sign up sheet will be posted in an agreed upon area in advance for potential overtime. Employees will indicate their availability by signing this sheet.
  - (b) Overtime will first be offered to employees usually doing the work, on the shift that is required to work, with the least amount of overtime, provided they are eligible to work those hours. If an employee on the weekend shift signs up for **eight (8)** hours and has the lowest hours, they will be chosen to work if the overtime shift duration is more than **four (4)** hours.
  - (c) If not enough employees working in the area make their availability known to work, the Company will begin to ask employees working outside the area who are able to do this work.
12. Christmas holidays will be paid as per this agreement on holidays. Time off from the weekend shift may or may not be given but holidays will be paid regardless. The parties agree to meet prior to Christmas shutdown to determine if

alternate days can be scheduled to ensure no loss of earnings.

13. One **(1)** weekend shift would equate to one week's vacation for vacation entitlement.
14. When deemed necessary by the Company, employees will be asked to work additional hours on Saturday and Sunday per 6.05 of the Collective Labour Agreement. On long weekends, the Company reserves the right to operate the weekend shift on a Saturday and Monday or Friday and Sunday shift in order to meet production requirements.
15. When the weekend shift is a straight shift, the Company will post a new sign up sheet every six **(6)** months for those who wish to sign up for the weekend shift. Employees will be chosen by master seniority and must be currently working in that area and capable of performing all of the required duties.
16. For time off purposes, Saturday will require two **(2)** allotment of days off and Sunday will require three **(3)** allotments of days off.
18. When there is an area of production working a weekend shift (not only maintenance), the Company will post all job postings for **forty eight (48)** hours over the weekend shift or will attempt to contact the employee by phone in the presence of a union representative.

**Letter # 12**  
**Number of Hours in a Day**

Both master and group seniority will be counted as a day when **four (4)** hours or more work has been completed.

**Letter #14**  
**Supervisor in Training**

The Company shall be allowed to select union members to act as Supervisors in Training. When acting in this capacity, the Supervisor in Training must adhere to Article 2.04 of the CLA. This person would return to their former position when this position is no longer necessary. An employee may work in this

classification for a maximum of eighteen (18) consecutive weeks per year, unless mutually agreed upon by the parties. All overtime gained while acting in this capacity shall accumulate with regular overtime. When acting in this position, the person cannot work overtime on regular production. This person is also subject to layoff procedures under Article 10.07 of the CLA. It is also understood and agreed that this person shall in no way be involved in any disciplinary action against any other bargaining unit member. The rate of pay shall be the same as Group 32.

**LETTER # 15**  
**Hours Between Shift**

The parties agree that an employee must have a minimum of eight (8) hours between shifts. Furthermore, an employee shall not work more than twelve (12) hours in a day except in cases of emergency.

**LETTER # 16**  
**Resubmitting Transfers**

When an employee has not been successful in their probationary period for an occupational group and has been removed from that group, they can re-submit a transfer request for that group four (4) months after their last day worked in that group. When the employee re-enters the group, all previous accumulated days will be removed from their record. The transfer request will be subject to applicable language contained in the CLA and its associated documents.

**Letter # 17**  
**Benefit Coverage After Age 65**

August 18, 2006.

Dear President:

As you know, the Government is in the process of eliminating Mandatory retirement effective mid December this year. In an attempt to streamline any questions you may receive in this regard I wanted to spell out benefit coverages applicable in these situations. Please keep in mind that all benefits and pension plans have been negotiated with the understanding of a final retirement date no later than the end of the month in which an employee turns **sixty five (65)**. Although we do no plan to try to continue to force employees to retire at age **sixty five (65)**, the following will give a more detailed explanation of what benefits remain in force beyond their **sixty fifth (65<sup>th</sup>)** birthday.

Pension: Contributions for the DC pension will continue until retirement.

STD and LTD: Coverages will cease at age **sixty five (65)**.

Drugs: Drug coverage will cease at age **sixty five (65)**. Spouses will continue to be covered until age **sixty five (65)**.

LI and AD&D: Coverage for AD&D will cease at age **sixty five (65)**. Life insurance will be reduced to the retiree amount.

Vision and Dental: Vision and dental coverage will continue as active under the terms of the CLA.

WSIB: There is no coverage for WSIB after age **sixty five (65)**.

I trust this will assist you when fielding questions in this regard. Should you have any questions, please do not hesitate to contact me.

Director of Human Resources.

**Letter # 18**  
**COOPER STANDARD AUTOMOTIVE**  
**MEMORANDUM**  
**OF**  
**AGREEMENT**  
  
**BETWEEN**

Cooper Standard Automotive (Canada) Limited. A company incorporated under the laws of the Province of Ontario with head office at the City of Stratford

AND

The United Steelworkers, on behalf of its Local 719 of Mitchell, Ontario.

The purpose of this memorandum is to set out the terms for employing Students in the manufacturing environment.

- We will introduce Group 50 – Students with a rate of pay of \$12.75 per hour. This rate will not be subject to hiring rates.
- It is understood by the parties to this agreement that student employees will not acquire seniority status. Grievances may not be presented in connection with the discharge or layoff of a student, unless discrimination for union



activity is alleged.

- Students will not be employed if any bargaining unit employee is on layoff.
- Students will be laid off prior to any other employee.
- Students can volunteer to work overtime. They will be chosen/asked to work last within each step in 6.05.
- Students will not be entitled to a floater day.
- **Students are not entitled to any non statutory paid time off, except identified holidays.**
- **Student is defined as an applicant who is pursuing a post secondary education or is in transition from their secondary school education.**

WELFARE BENEFIT PLAN

ENTERED INTO THIS 1ST DAY OF APRIL 2012

BETWEEN:

COOPER-STANDARD AUTOMOTIVE CANADA LIMITED

HEREINAFTER CALLED THE "COMPANY"

- and -

UNITED STEELWORKERS

affiliated with the AFL-CIO and the CLC,  
hereinafter called the "INTERNATIONAL UNION"

Or "The Union".

**ARTICLE 1 - HOSPITAL AND MEDICAL**

1.01 Benefits for injuries due to an automobile accident to which the Ontario no fault benefit schedule applies will not be covered under this plan. All other benefits not related to the accident will continue as provided under the terms of the Collective Agreement.

**Each employee will pay five dollars (\$5) per week co-pay for the benefits herein once entitled to benefits, via payroll deduction. When absent, these monies will be caught up in arrears when the employee returns to work, unless the employee has been off work for a full week or longer on STD or WSIB or layoff.**

**1.02 EXTENDED HEALTH BENEFITS**

The Company shall provide for extended health benefits in accordance with this section 1.02 for eligible employees and eligible dependent(s), if any, following completion of their probationary period, provided such benefits are not covered by any government agency.

This benefit will be at reasonable and customary rates where there is no amount specified.

"Reasonable and customary rate" will be interpreted to mean the exclusion of charges which are in excess of those usually made for the service, treatment or supplies in the absence of insurance coverage, or in excess of the general level of the rates in this area.

1. Drugs, serums, injectable, vaccines, oral contraceptives and insulin requiring the prescription of a medical physician or dentist, except, for vitamins or vitamin preparations (unless injected) and patent or propriety medicines purchased from a

registered pharmacist or physician.

(A) The maximum dispensing fee payable from the plan will be **seven dollars** (\$7.00).

(B) The Company will provide that the insurance carrier will pay the druggist direct where possible.

(C) Reimbursement will be based on a **two (2)** tier drug formulary, tier **one (1)** which specifies the prescription drugs eligible for reimbursement at **one hundred percent (100%)**, and tier **two (2)** which specifies the prescription drugs eligible for reimbursement at **seventy percent (70%)**. Revisions of drugs are automatically updated to the pay direct drug system.

2. Registered or licensed physiotherapist, including diagnostic, to a maximum of **six hundred dollars** (\$600) per calendar year.

3. Laboratory testing and x-rays.

4. Purchase or rental of special remedial appliances, trusses, braces, crutches, artificial limbs, eyes.

5. Specialised treatments such as radium, deep x-ray and radioisotopes, oxygen, plasma or blood transfusion, surgical dressing and bandages.

6. Ambulance service to the nearest hospital.

7. Registered clinical psychologist in the amount of fifty percent (50%) for such services, to a maximum of two hundred and fifty dollars (\$250) in a twelve (12) consecutive month period per calendar year for each of such services.

8. Registered masseurs, osteopaths, naturopaths, podiatrists and chiropractors to a maximum of three hundred dollars (\$300) in a twelve (12) consecutive month period per calendar year for each of such services. X-ray examinations are limited to one (1) per year for each service. For Chiropractor care, the maximum will be **three hundred and eighty dollars** (\$380) per calendar year.

9. Qualified speech therapist to a maximum of three hundred and seventy five dollars (\$375) during any period of twelve (12) consecutive months per calendar year. Such coverage must be certified as necessary by a medical physician or dentist.

10. Medical fees where legal while travelling or residing outside Ontario when such fees are in excess of the Ontario

Medical Association schedule of fees and are not greater than the amount that would be paid in Ontario if it were legal to provide such benefits in Ontario.

11. Hearing aids to a maximum of six hundred (\$600) once in a **two (2)** year period.

12. Eye glasses to a maximum of two hundred and eighty five dollars (\$285) in any period of twenty-four **(24)** months with a written prescription from a medical physician or optometrist. The Company will pay **fifty dollars (\$50)** towards the cost of an eye examination for the employee and dependants once every two **(2)** years.

13. Dental surgeon, including dental prosthesis, required for a treatment of a fractured jaw or accidental injuries (caused by external and violent means) to natural teeth provided treatment takes place within six (6) months of the accident.

14. Deluxe Out-of-Country medical coverage which provides benefits while you or your eligible dependants are vacationing, or travelling for other than health reasons.

15. Custom made prescribed orthotic insoles/shoes to a maximum of **two hundred and ten dollars (\$210)** every two **(2)** calendar years.

### **1.03 DENTAL EXPENSE BENEFIT**

The Company will provide dental expense benefits according to this section 1.03 for employees and their dependents, following completion of their probationary period.

1. Maximum benefits - The maximum benefit amount payable for basic and major services combined is **nineteen hundred and fifty dollars (\$1950)** per calendar year for a lifetime for orthodontic services.

2. Treatment plan - When the total cost of proposed dental work is expected to exceed **three hundred dollars (\$300.00)**, the Company recommends that a treatment plan be filed for benefit determination prior to the date treatment is rendered.

3. Eligible Expense - Eligible expenses are those which are recommended as necessary by a physician or dentist that are not in excess of the suggested fee for general practitioners in the **2011** Dental Fee Guide, or the minimum fee specified in the **2011**

Denturist Fee Guide of the Province of Ontario.

The Company reserves the right to use the least expensive method of treatment that would provide a professionally adequate result. The eligible expenses are limited to the following:

#### **TYPE A SERVICES - 80% PAYABLE**

##### **EXAMINATIONS**

Complete oral examination (once every **twenty four (24)** months)  
 \*\* (once every **thirty six (36)** months - adults only)  
 Limited oral examination, previous patient (once every **nine (9)** months)  
 Limited oral exam, new patient (once in **thirty six (36)** months)  
 Specific oral exam  
 Emergency examination  
 Mixed dentition analysis (once every **twenty four (24)** months)  
 Miscellaneous comprehensive or general oral exam  
 Miscellaneous specified oral examination

##### **DIAGNOSTIC SERVICES**

Radiographic examination (x-ray)  
 complete series intra oral films (once every **twenty four (24)** months)  
 complete series intra oral films (once every **thirty six (36)** months)  
 Periapical films  
 Occlusal films  
 Posterior bite-wing films (once in **nine (9)** consecutive months per adult), (twice in any **twelve (12)** months per child)  
 Extra oral x-rays  
 Panoramic film (twice in any **twelve (12)** months per child), (once every **thirty six (36)** months per adult)  
 Interpretation of radiographs from another source  
 Duplicate x-rays

##### **TESTS AND LABORATORY EXAMINATIONS**

Microbiological test  
 Histological test  
 Cytological examination  
 Pulp vitality test  
 Laboratory reports  
 Diagnostic casts

**PREVENTIVE SERVICES**

Prophylaxis (twice in any **twelve (12)** months) \*\* (once in **nine (9)** months - adults only)

Preventative recall packages (subject to exclusions) (twice in any **twelve (12)** months)

Preventative recall packages (subject to exclusions) (once in **nine (9)** months per adult, twice in **twelve (12)** months per child)

Fluoride Treatment - Topical Application (twice in any **twelve (12)** months) \*\* (once in **nine (9)** months - adults only)

Fluoride Treatment - Self Administered (twice in any **twelve (12)** months)

(once in **nine (9)** months - adults only)

Individual oral hygiene instruction (plaque control once in **twelve (12)** months/family/max. **Fifty dollars (\$50)**)

Group oral hygiene instruction

Oral hygiene reinstruction within 6 months (once in **twelve (12)** months)

Audio-visual oral hygiene instruction (once in **twelve (12)** months)

Caries/pain control - with band

Interproximal discing of teeth

Habit breaking appliances

Space maintainers, band type (applicable only to dependent children under **eighteen (18)** years of age)

Space maintainers, stainless steel crown type (applicable only to dependent children under **eighteen (18)** years of age)

Space maintainers, cast type (applicable only to dependent children under **eighteen (18)** years of age)

Space maintainers, acrylic (applicable to dependent children under **eighteen (18)** years of age)

Space maintainers, acid etched pontic type (applicable only to dependent children under **eighteen (18)** years of age)

Space maintainers, maintenance (applicable only to dependent children under **eighteen (18)** years of age)

Nutritional counselling (once every **thirty six (36)** months per family)

Polishing and finishing restorations

Occlusal pit and fissure sealants

Protective athletic mouth appliance (once yearly)

**Restorative Services**

Caries, trauma, and pain control/pulp capping

**Endodontic Services**

Pulpotomy

Pulpectomy

Apexification, including dentogenic media

Opening and drainage

**Periodontic Services**

Application of displacement dressings

Management of oral infections

Desensitization

**Repairs, Relining and Rebasing**

Denture rebasing/relining (once in **thirty six (36)** months)

**Surgical Services**

Surgical Incision, intra oral

Surgical exploration, intra oral

Surgical incision, extra oral

Surgical exploration, extra oral

Fractures, splints and wiring

Replantation of avulsed tooth or teeth

Repositioning of displaced teeth, repairs-lacerations (under **two** (2) cm) Repairs-lacerations (over **two** (2) cm)

Control of hemorrhage

Post surgical care

Tracheotomy or crico-thyroidotomy

**Orthodontic Services**

Ortodonitic Exam

Cephalometric x-rays, films

Cephalometric x-rays, tracing and interpretation

**Adjunctive General Services**

Emergency Treatment

Miscellaneous forensic services

Drugs (injections)

**TYPE B SERVICES - 80% Payable**

**Diagnostic Services**

Treatment planning

Consultation with patient

**Restorative Services**

Amalgam restorations

Primary teeth  
Permanent teeth

Amalgam core restoration/one retentive pin  
Retentive pins for amalgams and restorations  
Prefabricated metal restorations, primary teeth  
Prefabricated metal restorations, permanent teeth  
Prefabricated plastic restorations, primary teeth  
Prefabricated plastic restorations, permanent teeth  
Tooth coloured restorations, permanent anteriors  
Tooth coloured veneer applications  
Miscellaneous tooth coloured restorations  
Tooth coloured restorations, core in conjunction with crown  
Posts and cores  
Crown made to partial denture clasp

### **Endodontic Services**

Pulpotomy  
Root canal therapy  
Apexification  
Apicectomy/Apical Curettage  
Retrofilling  
Root Amputations  
Isolation of tooth to maintain aseptic operating field  
Hemisection  
Enlargement of canal/pulp chamber  
Removal of tooth & replantation  
Exploratory access of previously treated tooth  
Retreatment of previously treated tooth  
Opening and Drainage

### **Periodontic Services**

Gingival curettage  
Gingivoplasty  
Gingivectomy  
Flap approach surgery  
Soft tissue grafts  
Coronally positioned grafts  
Operation proximal wedge  
Guided tissue regeneration  
Post surgical treatment  
Provisional splinting

Dental floss ligation  
Occlusal equilibration  
Scaling and root planing  
Special periodontal appliances (Including occlusal guards)  
Periodontal appliance maintenance, adjustment, relines or repairs



Periodontal re-evaluation

### **Repairs, Relining and Rebasing**

Denture repairs or additions

Denture rebasing/relining (once in **thirty six (36)** months)

Denture tissue conditioning (once in **thirty six (36)** months)

### **Removable Prosthodontics**

Denture adjustments

Prophylaxis and polishing - Dentures

Denture remake (once in **thirty six (36)** months)

Resilient liner (once in **thirty six (36)** months)

Resetting of teeth (once in **thirty six (36)** months)

### **Oral and Maxillofacial Surgery**

Removal, erupted teeth, uncomplicated

Removal, erupted teeth, complicated

Removal, impacted teeth

Removal, residual roots

Surgical exposure of teeth

Surgical repositioning

Enucleation

Alveoplasty

Removal of bone

Tuberosity/Tuberplasty

Gingivoplasty and/or stomatoplasty

Excision of vestibular hyperplasia

Shaving of papillary hyperplasia

Vestibuloplasty, sub-mucous

Surgical excision, benign tumors

Surgical excision, malignant tumors

Surgical excision, cysts or granulomas

Marsupialization of cyst

Reduction of fractures, closed reduction

Reduction of fractures, open reduction

Repositioning of displaced teeth

    repairs-lacerations (under **two (2)** cm)

Repairs-lacerations (over **two (2)** cm)

Frenectomy

Frenectomy with myotomy or frenoplasty

Glossectomy

Temporomandibular joint dislocation treatment

Treatment of salivary glands

Antral surgery

### **Orthodontic Services**

Surgical exposure of tooth for treatment

**Adjunctive General Services**

Anaesthesia of any kind is not payable unless used in conjunction with:

- (1) Oral surgery (excision)
- (2) Periodontal surgery, or
- (3) Fractures and dislocations

General anaesthesia

Provision of facilities, equipment & supplies

Neuroleptanalgesia

Inhalation sedation

Intravenous sedation

Intramuscular sedative drugs

Combined sedation

Consultation with member of profession

Written or telephone reports

**TYPE C SERVICES - 50% Payable**

**Restorative Services**

Prefabricated metal restorations, primary teeth

Prefabricated metal restorations, permanent teeth

Prefabricated plastic restorations, primary teeth

Prefabricated plastic restorations, permanent teeth

Tooth coloured restorations

Inlay restorations

Onlay restorations

Retentive pins for inlays, onlays, & crowns

Posts and cores

Plastic crowns

Plastic crowns, transitional

Porcelain or ceramic crowns

Metal crowns

Metal or plastic copings

Laboratory processed veneers

Restorative procedures to overdentures

Recementation or rebonding in inlays, onlays, crowns or veneers

Removal of inlays, onlays, crowns or veneers

Porcelain staining

**Removable Prosthodontics**

Complete permanent dentures, standard

Complete permanent dentures equilibrated or gnathological

Complete transitional dentures

Partial transitional dentures

Partial immediate dentures  
 Partial dentures, resilient retainer  
 Partial immediate dentures, resilient retainer  
 Partial dentures, clasps and rests  
 Partial immediate dentures, clasps/rests  
 Partial dentures with lingual bar  
 Partial immediate dentures with lingual bar  
 Partial dentures with acrylic base  
 Partial dentures, altered cast impression technique  
 Denture adjustments  
 Denture adjustments, cast metal

### **Fixed Prothodontics**

Bridge pontics, cast metal/porcelain  
 Bridge pontics, acrylic  
 Temporary bridge pontics, acrylic  
 Natural tooth pontic, temporary  
 Replacement, removal, recementation  
 Fixed bridge repairs  
 Fixed bridge retainers  
 Temporary fixed bridge retainers  
 Porcelain or ceramic retainers  
 Precision attachments  
 Metal cast retainers  
 Abutment preparation  
 Telescoping crown unit  
 Fixed porcelain prosthesis  
 Retentive pins for retainers

### **TYPE D SERVICES - 80% PAYABLE**

#### **Orthodontics**

Covers reasonable and customary charges for Orthodontic Services outlined below, providing such Dental procedures have as their objective the correction of malocclusion of the teeth and/or irregularities of tooth position and dental arches providing such Dental Care is necessary according to the standards of good dental practice.

Benefits are based on the lesser of the Dentist's charge or the suggested Fee Guide specified in the Schedule of Benefits

#### **Covered Orthodontic Services**

Orthodontic observations, adjustments or appliances

8000 series (retention appliance pays at **fifty percent (50%)**)

#### Payment of Orthodontic Claims

Payment for orthodontic expenses will be made on one of the following basis:

- If a receipt or completed claim form is submitted for each

treatment as the charge is incurred, payment for the covered cost of the charge will be made as the charge is incurred.

- Quarterly payments will be made only upon receipt of a completed claim form or receipt from the Dentist or Orthodontist that the treatment plan has continued through the **three (3)** months for which the payment is due.

#### Exclusions

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

1. Services, treatments, appliances, and supplies which are not set forth under Covered Dental Procedures outlined in this Dental Plan.
2. Dental surgery or dental treatment for cosmetic purposes, unless such surgery or treatment is required for correction of damage caused by an accidental blow to the mouth but only to the extent that such surgery or treatment is a Covered Dental Expense.
3. Extension of benefits - no dental benefits are payable after termination of coverage, except as provided in Article V. However, such benefits are payable under the following:

(i) Where the impression for a denture (including crowns, inlays or onlays) was taken prior to the date of the coverage termination and the denture is installed within **thirty (30)** days of the coverage termination, or

(ii) Where the termination of coverage is due to the death of the employee, the expense benefit will be payable for a dependent provided, the service is rendered within **ninety (90)** days following the death and provided it is a series of planned services that commenced prior to the death or rendered at definite dental appointments made prior to the death.

**1.04** The expense benefits referred in Section 1.02 and 1.03 will not be covered under this Agreement as follows:

- Services covered by workers compensation act or other statute;
- Self inflicted injuries or illness while sane or insane;
- Dental services or appliances other than those provided in this Article;
- Home delivery charges for prescription drugs;
- Services required as a result of the employee or dependent participating in a criminal offence;
- Services required as a result of war or hostilities of any kind;
- Services performed by a person who is ordinarily a

- resident in the patient's home or who is a member of the patient's immediate family;
- Services for which reimbursement is payable due to the legal liability of any other party, to the extent of such reimbursement;
  - Services levied by a physician or dentist for time spent travelling, broken appointments, transportation costs, room rental charges, advice by phone or other means of telecommunications;
  - Cosmetic surgery or treatment, unless such surgery or treatment is for accidental injuries which commenced within **ninety (90)** days of an accident;
  - The replacement of an existing dental appliance which has been lost, mislaid or stolen;
  - Services and supplies rendered for full mouth reconstruction, for vertical dimension correction, or for a correction to temporal mandibular joint dysfunction.

**1.05** Co-ordination of benefits - This provision operates in the event that an employee or dependent is covered under more than one **(1)** plan providing expense benefits such as those provided under Sections 1.02 or 1.03 and ensures that while claim may be made under all plans that the total reimbursement does not exceed the actual expenses incurred. All seniority employees are entitled to coordinated basic dental coverage through the insurance carrier.

## **ARTICLE II - LIFE INSURANCE AND A.D. & D.**

**2.01** Each employee upon completion of his/her probationary period will be insured for group life insurance according to the schedule set out below which will provide for the payment of a death benefit under the terms and conditions ordinarily found in a group life insurance policy issued in the Province of Ontario. The effective coverage for this agreement is **thirty seven thousand dollars (\$37,000.00)**.

**2.02** The policy of group life insurance shall provide that a person within **thirty one (31)** days after his/her life insurance ceases because of termination of employment for any reason, shall have the privilege of obtaining, without medical examination, an individual policy of life insurance of a class and under the conditions specified by the insurer in the individual's certificate of insurance.

**2.03** The policy of group life insurance shall provide that if an

employee becomes totally disabled before attaining the age of **sixty five (65)** years, his/her life insurance will be extended, without payment of premium during the continuance of such total disability, subject to his/her satisfying the insurer of the continuance of disability in the manner prescribed in the certificate of insurance.

**2.04** (A) Each employee will be insured under terms of accidental death and dismemberment insurance for an additional amount equal to his/her life insurance coverage defined in Section 2.01. The sum will be payable in the case of death or loss of both hands, or loss of both feet, or sight of both eyes or any two **(2)** of those members when such loss occurs within **three hundred and sixty five (365)** days of the date of the accident. Payment of one-half of the principal sum will be provided for in the case of loss of one **(1)** hand, one **(1)** foot or the sight of one **(1)** eye, under the same conditions. The contract will contain such limitations and conditions as are provided for insurance contracts of this type by Insurance Act, R.S.O. 1980 Chap. 218.

(B) Accidental Death and Dismemberment and Benefits - If injury shall, within **three hundred and sixty five (365)** days of the date of the accident causing such injury, result in any of the following losses, the Insurance Company will pay for loss of or permanent and total loss of use of the following. The loss of life, both hands, both feet, entire sight of both eyes, one **(1)** hand and one **(1)** foot, one **(1)** hand and the entire sight of one **(1)** eye, one **(1)** foot and the entire sight of one **(1)** eye, or speech and hearing shall pay by the principle sum. The loss of one **(1)** arm or one **(1)** leg shall pay three quarters of the principle sum. The loss of one **(1)** hand, one **(1)** foot or the entire sight of one **(1)** eye shall pay two thirds of the principle sum. The loss of speech or hearing shall pay one half of the principle sum. The loss of four **(4)** fingers of either hand shall pay one quarter of the principle sum. The loss of all toes of one **(1)** foot shall pay one eighth of the principle sum. The loss of thumb and index finger of either hand shall pay one third of the principle sum. The loss of hearing in one **(1)** ear shall pay one sixth of the principle sum. Quadriplegia (paralysis of both upper and lower limbs), paraplegia (complete paralysis of both lower limbs), and hemiplegia (complete paralysis of upper and lower limbs of one side of body) shall be payable at two hundred percent **(200%)** of the principle sum. "Loss" as above used with reference to hand or foot means complete severance at or above the wrist or ankle joint but below the elbow or knee joint; as used with reference to arm or leg means complete severance at or above the elbow or knee joint; as used with reference to thumb

and fingers means complete severance at or above the metacarpophalangeal joint; as used with reference to toes means complete severance at or above the metatarsophalangeal joint; as used with reference to eye, speech and hearings means to irrevocable loss thereof. Any indemnity payable for Loss of Use shall be paid only if such loss is permanent, total and irrevocable and shall have been continuous for a period of twelve **(12)** months from the date of the accident. "Loss" as above used with reference to Quadriplegia, Paraplegia, and Hemiplegia means permanent and irrevocable paralysis of such limbs. Indemnity provided under this part will not be paid under any circumstances for more than one of these losses, the greatest, sustained by the Employee as the result of any one **(1)** accident.

(C) Repatriation Benefit - If injury results in the loss of life of an employee within **three hundred and sixty five (365)** days of the date of the accident, the Insurance Company will pay the actual expense incurred for preparing the Decease for burial and cremation and the shipment of the body of the employee to the city of residence of the deceased, subject to a maximum amount as defined in the Letter of Understanding.

(D) Rehabilitation Benefit - If injury caused by an accident requires that the employee undergoes special training in order to be qualified to engage in a special occupation in which he would not have engaged except for such injury, the Insurance Company will pay the reasonable and necessary expense incurred for such training by the employee within **three hundred and sixty five (365)** days of the date of the accident subject to a maximum, as a result of any one **(1)** accident, as defined in the Letter of Understanding. Payment shall not be made for travelling or clothing expenses, nor for room, board or other ordinary living expenses. Benefits payable under this part shall be limited to only one **(1)** policy in the event this benefit is contained in two **(2)** or more policies insured to the Policyholder by the Insurance Company.

(E) Occupational Training Benefit - In the event of the Accidental Death of an employee and if indemnity for such loss becomes payable in accordance with the terms of this policy, the Insurance Company will pay the reasonable and necessary expenses actually incurred within three **(3)** years from the date of such accident by the spouse of the employee who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which he would not otherwise have sufficient qualifications, not to exceed in the aggregate amount as defined in the Letter of Understanding

for all such expenses. Payment shall not be made for room, board, or other ordinary living, travelling or clothing expenses. Benefits payable under this part shall be limited to only one **(1)** policy in the event this benefit is contained in two **(2)** or more policies issued to the Policyholder by the Insurance Company.

(F) Termination of Insurance of an Employee - The insurance of any employee shall immediately terminate on the earliest of the following dates:

- (i) at the date this policy is terminated;
- (ii) on the premium due date if the Policyholder or the employee fails to pay the required premium for an employee except as the result of an inadvertent error;
- (iii) on the date an employee reaches **sixty five (65)** years of age;
- (iv) on the date the employee ceases to be associated with the Policyholder.

(G) Notice and Proof of Claim - The employee or his agent, or a beneficiary entitled to make a claim or his agent, shall

- (i) give written notice of claim to the Insurance Company:
  - (a) by delivery thereof, or by sending it by registered mail, to the Head Office or chief agency of the Insurance Company in the Province, or
  - (b) by delivery thereof to an authorized agent of the Insurance Company in the province,
 not later than thirty **(30)** days from the date of the accident;
- (ii) within ninety **(90)** days from the date of the accident for which the claim is made, furnish to the Insurance Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby; and
- (iii) if so required by the Insurance Company, furnish a certificate as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby, from a medical practitioner legally qualified to practice in the province.

Failure to give notice of claim or furnish proof of claim within the time prescribed will not invalidate the claim if the notice of proof is given or furnished as soon as reasonably possible and in no event later than one **(1)** year from the date of the accident and if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.



**2.05** The Company will continue to carry **one thousand dollars** (\$1,000.00) group life insurance on former employees who retired on or before October 31, 1977.

(A) The Company will continue to carry **ten thousand dollars** (\$10,000.00) group life insurance coverage on each employee who retires on or after July 1, 1986 **and before April 1, 2009**.

(B) The Company will continue to carry **five thousand dollars** (\$5,000.00) group life insurance coverage on each employee who retires on or after April 1, 2009.

**2.06** The group life insurance and accidental death and dismemberment insurance terminates when the employee terminates his/her employment unless otherwise provided in this Article.

### **ARTICLE III - SICK AND ACCIDENT BENEFITS**

**3.01** If bodily injuries caused by non-occupational accident or sickness shall totally and continually disable an employee who has completed his/her probationary period, so that he/she cannot work, the Company will make provisions for the payment to such employee of weekly indemnity will be **fifty five percent (55%)** of the EI Max for the first **seventeen (17)** weeks and **four hundred and fifty dollars (\$450)** for the last **nine (9)** weeks. **This shall be paid as to a maximum of ninety seven dollars (\$97) per day for the first seventeen (17) weeks and ninety dollars (\$90) per day for the last nine (9) weeks. This is based on a five (5) day work week (Monday through Friday).**

After the exhaustion of **twenty six (26)** weeks of benefits, the employee shall apply for EI disability benefits and if eligible will collect such benefits before qualifying for long term disability benefits. If an employee is not eligible for EI benefits, they will qualify to apply long term disability benefits immediately following the **twenty six (26)** week period.

**3.02** Weekly indemnity will be payable for a period of such continuous total disability, while under the care of a physician, but the period shall not exceed **twenty six (26)** consecutive weeks.

In the case of disabilities arising out of pregnancy or related causes, the employee must have been enrolled for nine **(9)**

consecutive months and the period of disability shall not exceed **twenty six (26)** weeks.

**3.03** Periods of disability due to the same cause will be treated as the same period of disability, unless the employee has recovered and returned to full time work for a period of **fifteen (15) working** days. Periods of disability due to different causes will be treated as different periods of disability if separated by recovery and return to full time work.

**3.04** All benefits under Section 3.01 will commence with the first (**1<sup>st</sup>**) day accident and/or confinement in hospital, second (**2<sup>nd</sup>**) day out patient and fourth (**4<sup>th</sup>**) day sickness.

**3.05** The date on which the disability begins shall be deemed to be the first (**1<sup>st</sup>**) day upon which the employee fails to report to the Company for work or is required to cease work during his/her shift and the date upon which the disability terminates shall be deemed to be the date before the first (**1<sup>st</sup>**) day upon which the employee is capable of returning to work. This date shall be that set by the attending physician. Part weeks shall be indemnified at the rate of one-**fifth** of the weekly amount for each **week** day of disability.

**3.06** Weekly indemnity benefits shall not be payable for any disability resulting from:

1. Any injury or sickness for which the employee is not under the care of a physician.

2. Any injury or sickness covered by worker's compensation.

3. Injury sustained or sickness contracted as a direct or indirect result of war or engaging in a riot or illegally engaging in a disturbance of the peace. Benefits for injuries due to an automobile accident to which the Ontario no-fault benefits schedule applies are payable only during the first week of disability.

A long term disability program will also be implemented to cover prolonged disability beyond **twenty six (26)** weeks. Maximum of **one thousand three hundred and fifty dollars (\$1350)/month**. **Totally disabled means during the qualifying period and the next twenty four (24) consecutive months, the employee is unable to perform the essential duties of the employee's occupation (type of work, not just the employee's own job). After the stated**

twenty four (24) months Totally Disabled means the employee is unable, due to a medically determinable physical or mental impairment, to work at any occupation for which the employee is reasonably qualified by education, training or experience. In addition the employee must also qualify for CPP/QPP disability benefits, unless the employee is not eligible for CPP/QPP disability benefits due to insufficient contributions. The availability of employment will not be considered in the assessment of the employee's disability.

3.07 The Company shall reimburse the employees for medical documentation required by the Company or the Insurance carrier to a maximum of **fifteen dollars** (\$15.00) per document.

#### **ARTICLE IV - DEPENDENT**

4.01 (A) The term "Dependent" means a person not in the employ of the Company who is:

1. The legal spouse or common-law spouse, but only if the common-law spouse has co-habited with the employee for a period of not less than one **(1)** year and has been publicly represented as a spouse. Only one **(1)** spouse at any time may be claimed. In order to qualify a common law spouse, the employee must give the company three **(3)** months prior notice.

2. Any unmarried, natural, adopted, step-child or foster child or other child under the age of **twenty one (21)** years who depends on the employee for support and lives with the employee in a parent-child relationship. A fully employed child is not a dependent under this definition. Prescription drug and extended health coverage (excluding vision) continues until age **twenty five (25)** if the child is attending school full time.

3. The unmarried children of **twenty one (21)** years or more of age who are dependent on the employee for support and maintenance and who are either mentally or physically incapable of self support. Fully employed children are not dependants under this definition.

(B) An employee will be considered to be single and without dependants until he/she has properly enrolled his/her dependants on the application forms applicable to the specific dependent benefits and he/she may be required to furnish such proof as the Company may reasonably require to establish the eligibility of any person claimed as a dependent. He/she must further inform

the Company promptly of any changes in the status of his/her dependants which would affect their eligibility for benefits.

**4.02** (A) The dependants of an eligible employee shall be eligible to receive benefits in respect to any disability suffered or incurred on or after the date on which such dependent is properly enrolled under this plan.

(B) Dependants of any employee shall cease to be eligible for benefits under the plan on the date on which the employee ceases to be eligible, and in the case of the death of an employee, at the end of the billing period in which such death occurred.

#### **ARTICLE V - PAID COVERAGE ON TERMINATION**

**5.01** (A) An employee whose active employment is terminated by layoff, a leave of absence for personal reasons, or a leave for union duties shall be covered for all benefits until the end of the month following the month in which the layoff or leave of absence commences.

(B) An employee whose active employment is terminated by confirmed sickness or injury covered by worker's compensation, shall be covered for all benefits until the end of the month in which such period has reached 52 weeks duration. **Effective April 1, 2012 an employee whose active employment is terminated by confirmed sickness or injury and is in receipt of long term disability benefits per 3.06 shall be covered for all benefits until the end of the month in which such period has reached 104 weeks duration. At that time termination and severance per the Employment Standards Act will be paid and the employment relationship shall end, subject to the provisions of the Ontario Human Rights Code.**

**This will not be applied to any current employee that is in current receipt of LTD benefits as of March 31, 2012.**

(C) An employee whose active employment is terminated by a leave of absence because of pregnancy shall be covered for all benefits during her leave granted under Section 10.14 of the collective labour agreement plus any period of time in which she receives sick and accident benefits because of complications.

(D) An employee who is purchasing additional life insurance coverage or semi-private hospital coverage or any other additional coverages through payroll deductions must submit payments for the additional coverages to the Company in advance if he/she wishes them to continue during the period of time in which the Company is carrying coverages under Section 5.01 (A), (B) & (C). Premiums must be submitted by the **twenty fifth (25<sup>th</sup>)** of the month in which benefit coverage is still active. Employees shall only utilize this privilege while on layoff status or until employed elsewhere.

(E) Provision will be made that an employee may carry on benefit coverage for himself/herself and his/her dependants beyond the periods set out above, except weekly indemnity and when on layoff weekly indemnity, life and accidental death and dismemberment, by payment monthly in advance to the Company, of the total premiums applicable to such benefits. Such payment shall be the responsibility of the employee and this privilege will terminate on termination of employment or failure to pay the premiums as provided. Premiums must be submitted by the **tenth (10<sup>th</sup>)** of each month.

**5.02** A seniority employee, who returns to active employment from layoff or leave of absence shall be eligible for all benefits for himself/herself and his/her dependants on his/her return to work.

**5.03** An employee whose active employment is terminated by discharge for cause or voluntary separation or by entering military service shall cease to be eligible for any benefits under this Article as of his/her date of termination.

**5.04** Benefit coverage for employees who retire under the retirement benefit plan agreement (RBPA) before November 1, 1980 are covered for benefits under Section 1.01 until age **sixty five (65)**. Employees who retire under the retirement benefit plan agreement on or following November 1, 1980 will be covered with benefits as follows:

**(A) Normal Retirement - Section 5.01 of RBPA**

Life insurance coverage as stated in Section 2.05

Vision coverage (only)

- same as active employees

Dental coverage

- same as active employees

All employees who retire after April 1, 2009 will have Type A Services dental coverage same as active employees, Type B Services coverage at **fifty percent (50%)** payable and will not have coverage for Type D Services.

**(B) Disability Retirement - Section 5.02 of RBPA**

Life insurance coverage as stated in Section 2.03 until age **sixty five (65)** as stated under Section 2.05 as of age **sixty five (65)**.

Drug and vision coverage - same as active employees  
Dental coverage - same as active employees

**(C) Early Retirement - Section 5.05 of RBPA**

Life insurance coverage as stated under Section 2.05

Drug and vision coverage - same as active employees  
Dental coverage - same as active employees

All employees who retire after April 1, 2009 will have Type A Services dental coverage same as active employees, Type B Services coverage at **fifty percent (50%)** payable and will not have coverage for Type D Services.

**(D) Any bargaining unit employee who retires after July 1, 2012 will receive retiree benefits only until age sixty five (65). Employees deemed to be retireable are at least aged fifty five (55).**

**(E)** Dependent Coverage under these sections shall cease when the retired employee ceases to be eligible because of age or death.

**ARTICLE VI - RESPONSIBILITY**

**6.01** The Company shall have the sole responsibility and authority consistent with the provisions of this Article for the operation and administration of the benefits provided and may enter into contract or contracts to supply the benefits, provided such contract does not alter or reduce the benefits. The Company shall, however, be deemed to have complied with its obligation under this Article if it pays the premiums mentioned in Section 1.01 and if it obtains, and the Union approves, a contract or contracts with an insurer or insurers with respect to the matter dealt with in this Article.

**6.02** The insurer shall issue or cause to be issued a certificate to each employee eligible for benefits which will describe the benefits and privileges provided hereunder by said insurer. The employee shall be deemed to accept all the benefits and privileges thus described and all the liabilities and obligations except the liability and obligation to pay the premium fee, or other regular charge of the insurer, except as provided in Section 5.01 (E).

**6.03** If a dispute shall arise between the Company or its insurer as the case may be, and an employee as to whether such employee is, or continues to be suffering from bodily injury or sickness

of a degree, extent and type that gives rise to a claim for benefits, such dispute shall be resolved as follows:

(A) The employee or disabled person shall be examined by a physician appointed for that purpose by the Company or the insurer and by a physician appointed for that purpose by the Union.

(B) If they shall disagree concerning the kind and nature of the disability the question shall be submitted to a third (3<sup>rd</sup>) physician selected by the said two (2) physicians. The opinion of the third (3<sup>rd</sup>) physician after examination of the disabled person and consultation with the other two (2) physicians, shall be accepted by the Company or the insurer, the Union and the employee as evidence of the facts therein disclosed and the degree, extent and type of disability suffered by the disabled person. The fees and expenses of the third (3<sup>rd</sup>) physician shall be shared equally by the Company or the insurer and the Union.

**6.04** (A) Should any dispute arise between the Company and an employee with reference to eligibility for benefits or payment of claims under this agreement, or if a dispute should arise between the Company and the Union as to whether the Company has provided and continues to provide benefits as herein described, such dispute may be taken as a grievance under the grievance provisions of the collective labour agreement then in effect, omitting however all steps preceding presentation of grievance, in which the personnel manager participates.

(B) If a grievance is taken to arbitration under the provisions of the collective labour agreement, the arbitrator or board of arbitration, insofar as it may be necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this agreement and the collective labour agreement.

(C) The arbitrator or arbitration board shall have no authority to add to or subtract from any provision of this Agreement or to waive or fail to apply any requirement of eligibility for benefit.

(D) The decision of an arbitrator or the majority decision of an arbitration board on any grievance properly referred shall be binding upon the Company, the Union and the employee.

**ARTICLE VII - FEDERAL & PROVINCIAL LAWS**

**7.01** This Article is subject to such amendment from time to time as may be necessary to meet the requirements of any applicable federal or provincial laws, orders or regulations and relevant provisions of the Insurance Act of Ontario shall be deemed to apply except to the extent that such provisions may be waived or are superseded by the express provisions of this Article.

**7.02** The benefits under this Article may be modified or discontinued after three **(3)** months notice to the Union, but not prior to the effective date of any change in the legislation referred to hereinafter, should the whole or any part of the expenses to the Company be disallowed as a deduction for income tax purposes or should the income tax laws be changed to provide for disallowance in whole or in part of payments of this class and kind as income tax deductions. Should modification or discontinuance of one **(1)** or more of the benefits become necessary for any of these reasons negotiations will be resumed immediately after such notice is given.

**7.03** If at any time the Federal or Provincial Government passes legislation which directly or indirectly has the effect of providing or discontinuing benefits similar to one or more of the benefits described in this Article for which the employees as a class shall be eligible, the benefit or benefits affected shall terminate upon the expiration of thirty **(30)** days after the proclamation of such statute or upon the date the statute comes into effect whichever is later. During such thirty **(30)** day period or such longer period as may expire after date of proclamation of the statute, the parties will meet for the purposes of negotiating any amendments required or desirable to assure that the aggregate of the statutory benefits and the benefits provided under this Article shall approximate in kind and money value to the benefits provided under this Article before said statutory enactment.

**ARTICLE VIII - UNION**

**8.01** The Union agrees that it shall not:

1. Make any demand that benefits under this Article be changed in any respect or that additional benefits be provided or that the Company contribute or pay any greater amount for such benefits for the employees than required in this Article.



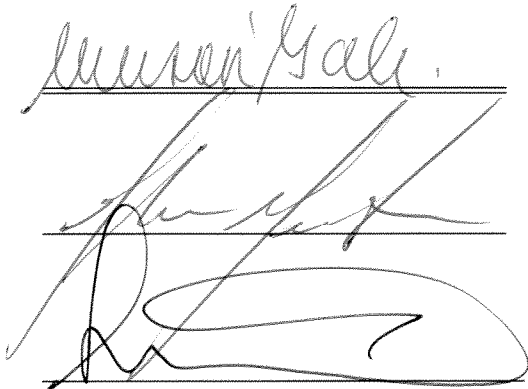
2. Engage in or continue to engage in, or in any manner encourage or sanction any strike or other action which will interfere with work or production at the plants of the Company for the purpose of securing any such changes.

**ARTICLE IX - DURATION OF AGREEMENT**

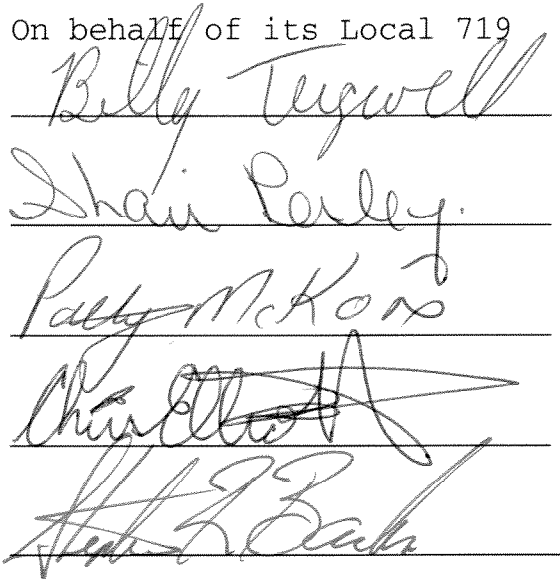
**9.01** Amendments to this plan may be made in writing by mutual consent of both parties.

Signed this **11th** day of May, 2012.

For the Company

  
Three handwritten signatures for the Company, each on a horizontal line.

For the United Steelworkers

On behalf of its Local 719  
  
Five handwritten signatures for the United Steelworkers, each on a horizontal line.

**MONEY PURCHASE PLAN**

The retirement benefit plan will be converted to a money purchase plan effective April 1, 1992, allowing for the Company to contribute as follows:

**Effective April 1, 2012:**

- **Employees hired after April 1, 2012 will receive (one point five percent (1.5%) of their earnings plus twenty five dollars (\$25) per month.**

**For employees hired before April 1, 2012:**

- Employees with less than five (5) years seniority will receive two percent (2%) of their earnings plus twenty five dollars (\$25) per month.
- Employees with five (5) years but less than ten (10) years seniority will receive three percent (3%) of their earnings plus fifty dollars (\$50) per month.
- Employees with ten (10) years but less than fifteen (15) years seniority will receive three percent (3%) of their earnings plus seventy dollars (\$70) per month.
- Employees with fifteen (15) years but less than twenty (20) years seniority will receive three and one half percent (3.5%) of their earnings plus eighty dollars (\$80) per month.
- Employees with twenty (20) years but less than twenty five (25) years seniority will receive four percent (4%) of their earnings plus one hundred dollars (\$100) per month.
- Employees with twenty five (25) or more years seniority will receive five percent (5%) of their earnings plus one hundred and twenty five dollars (\$125) per month.

In addition, the employee may make a voluntary contribution of two percent (2%) of their earnings and the company will contribute one and one half percent (1.5%) of their earnings as a match.

An employee would become a member of the plan after attainment of his/her master seniority.

#### **APPENDIX "C" COMPANY RULES**

This list of rules is not intended to be complete and personnel are warned that violations of any Company rules will be sufficient grounds for disciplinary action ranging from reprimand to discharge.

- (A) Stealing Company property or that of fellow workers.
- (B) Reporting production falsely or punching other than employee's own card.

- (C) Sabotage.
- (D) Violation of safety rules.
- (E) Reporting for work intoxicated.
- (F) Disorderly or immoral conduct on Company property.
- (G) Obtaining employment on basis of false information.
- (H) Absenteeism.
- (I) Lateness.
- (J) Continual uncooperativeness.
- (K) Avoidable waste of material.
- (L) Defective workmanship.
- (M) Low production.
- (N) Endangering life of the employee or that of fellow employee.
- (O) Smoking in prohibited areas or at prohibited times.
- (P) Insubordination.