

**AGREEMENT**

**BETWEEN**



**Oshawa Plant**

**AND**

**CAW\*TCA**  
**CANADA**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA)**

Oshawa – Local 222  
(Hereinafter called the “Union”)

May 25, 2006 – May 15, 2009

13/59 (02)

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THIS AGREEMENT MADE AS OF  
THE 25<sup>TH</sup> DAY OF MAY, 2006  
BETWEEN  
**A.G.SIMPSON AUTOMOTIVE INC. (Oshawa Plant)**  
Hereinafter called the "Company"  
AND  
**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)**  
**Oshawa – Local 222**  
(Hereinafter called the "Union")

**PURPOSE**

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

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

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

**ARTICLE 1 - RECOGNITION**

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

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

Article 1. Recognition  
 Article 2. Relationship  
 Article 3. Non Discrimination/Harassment  
 Article 4. Union Security  
 Article 5. Strikes and Lockouts  
 Article 6. Union Representation  
 Article 7. Grievance Procedure  
 Article 8. Arbitration  
 Article 10. Seniority  
 Article 11. Layoff and Recall - Production Group  
 Article 12. Job Postings  
 Article 21. Bereavement  
 Article 22. Jury Duty  
 Article 23. Health and Safety  
 Article 24. Bargaining Unit Work  
 Article 25. Time Study  
 Article 26. Discipline  
 Article 27. Leave of Absence /Parental Leave /Public Office Leave  
 Article 28. Bulletin Board  
 Article 31. Contracting Out  
 Article 32. Union Office  
 Article 33. Tuition Fees and **Books**  
 Article 35. New Employee Orientation  
 Article 36. Interplant Transfers  
 Article 37. Substance Abuse  
 Skilled Trades Supplementary Agreement  
 (Classifications may differ)  
 Apprenticeship Program  
 Letter of Understanding re: Reinstated Grievances  
 Letter of Understanding re: Incapacitated Employees  
 will be included in the Collective Agreement covering such new plant. The remainder of the  
 Collective Agreement covering the new plant will be negotiated by the Company and the Union.

## **ARTICLE 2 - RELATIONSHIP**

- 2.01** Subject to the terms of this Agreement, it is the Company's right to operate and manage its business in all respects in accordance with its responsibilities and commitments.
- 2.02** The location of plants, the products to be manufactured, the schedule of production subject only to the provisions of Article 14 herein, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.
- 2.03** The Company has the right to make and alter from time to time rules and regulations to be observed by the employees provided that such rules and regulations are not unreasonable and not inconsistent with the provisions of the Agreement. The Company will notify the Union a minimum of two (2) weeks in advance and employees will be notified one (1) week prior to the implementation of any new or revised rule or regulation except where the Company is required by

law to respond sooner.

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

### **ARTICLE 3 - NON-DISCRIMINATION/HARASSMENT**

- 3.01** Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. Employees must not engage in discrimination or harassment because of prohibited ground contrary to the Ontario Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provisions of the Code.

Employees shall not be discriminated against on the basis of union affiliation.

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

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

#### **3.03 Complaint and Investigation Procedure**

- a) If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may bring the incident forming the basis of the complaint to the attention of his/her supervisor and/or Union representative. In minor cases, not involving repeat incidents, the Company and Union agree that the Union may ~~try~~ to resolve a harassment or discrimination complaint between Bargaining Unit employees informally using the CAW Internal Procedure without a full investigation when so requested by the Bargaining Unit complainant. The outcome of this attempted resolution will be communicated to the Company. If the employee's supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, the employee may submit his/her complaint in writing to the Joint Committee.
- b) The Joint Committee will be comprised of two representatives selected by the Company and two representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues.

- c) The Joint Committee will conduct an investigation of the complaint. Investigations will be jointly conducted by one (1) representative from the Company and one (1) from the Union. The joint investigation will include interviews of the complainant, any employee or supervisor accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Joint Committee may, if he/she so wishes, have Union representation present during the interview.
- d) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
- e) In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Committee will be securely maintained in the offices of the Company and the Union.
- f) Upon the completion of the joint investigation, the Joint Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resources Manager and the Plant Chairperson. If the members of the Joint Committee do not agree, the report may reflect differences in the findings.
- g) The Human Resources Manager and the Plant Chairperson will then attempt to agree on what action if any (other than discipline) should be taken as a result of the complaint and the findings of the Joint Committee. Any agreed action will then be implemented.
- h) If there is no agreement, the Company reserves the right to take such action as it deems appropriate, subject to the Collective Agreement.
- i) In the event the complaint remains unresolved and a violation of the collective agreement is alleged the matter may be considered as a grievance beginning at step 3 of the grievance procedure.
- j) An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an employee is being threatened, it may be necessary for that employee to leave the job. In such case the complainant advises the Supervisor, who in turn, advises the Union representative.
- k) The complainant details the complaint in a written statement with the Union representative and/or Supervisor.
- l) The Human Resource Manager and the Plant Chairperson are notified and they refer the matter to the Joint Committee. The Joint Committee will then proceed as in clause (b) through (i) above.
- m) The complainant is re-assigned to a suitable area or sent home without loss of pay until the investigation is begun, unless both Union and Management agree that an extension is necessary.



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

#### **ARTICLE 4 - UNION SECURITY**

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

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

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

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

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

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

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

#### **ARTICLE 5 - STRIKES AND LOCKOUTS**

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

#### **ARTICLE 6 - UNION REPRESENTATION**

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

- a) Plant Chairperson in the plant.
- b) Three (3) Committeepersons in the plant, one of whom shall be a Skilled Tradesperson. Additionally one shall be recognized as the Union's Benefit Representative and one the Time Study Representative

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

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

- 6.02** The Company shall recognize the Plant Union Committee as the negotiating committee. In addition to the Local President and the National Representatives of the CAW-Canada.

The members of the Plant Committees will be allowed paid time off the job for days in which they are involved in direct negotiations with the Company.

- 6.03** (a) The Union shall elect or appoint and the Company shall recognize Stewards in the plant as provided in this agreement.

It is understood and agreed that Stewards may be added by mutual agreement between the Company and the Union or may be reduced by the Union in the plant when the population in specific areas justifies additions or reductions.

Where the plant population at the plant falls below 200, there shall be no stewards on the day shift. Representation on the day shift will be by a member of the Plant Committee.

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

- (b) The Union shall elect or appoint and the Company shall recognize stewards in each Zone as follows:

- 1) One (1) steward per shift covering Skilled Trades;
- 2) Two (2) stewards per shift covering Production Workers in the plant.
- 3) Two (2) stewards per shift covering all classifications for the weekend workers, one of which will be skilled trades
- 4) Cross representation of skilled trades versus production stewards will not take place, except:
  - (i) For the position of Plant Chairperson
  - (ii) When representation is necessary and immediate
  - (iii) When other representation is not available

- (c) Union / Management meetings will be held monthly, or upon request by either party. Sub committees of the Union Management meetings may meet every other week or as required.
- (d) Weekend worker representatives will be allowed up to two (2) hours paid at straight time per week to come to the plant to resolve problems; pay, benefits and grievances.

**6.04** The Union shall notify the Company in writing of any changes in the names of the Plant Committeepersons and department stewards as well as the effective date of such changes.

The Company agrees to notify the Union in writing of any changes in management personnel who exercise direct supervisory authority over bargaining unit employees.

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

When an employee requests the presence of his/her Union Steward, such representation shall be provided promptly, but in the event of unusual circumstances such time shall not exceed a period of thirty (30) minutes from the time of the initial request. It is understood and agreed that the entire plant steward body along with the Plant Committee shall be entitled to meet once per month at change of shifts. The Stewards and Plant Committee members who attend the meeting will be paid their regular wages at straight time to a maximum of one (1) hour.

**6.06** Union representation without loss of pay shall be allowed on the following basis in the plants covered by this Agreement:

- a) Bargaining unit population under 100 – There will be a Chairperson and one (1) Committeeperson, one of whom will be skilled trades, Chairperson of Plant Committee allowed four (4) hours per day. Committeeperson will be granted reasonable necessary time in accordance with the conditions contained in paragraph (f) hereof;
- b) Bargaining unit population 100 or more but less than 300 – There will be a Chairperson and two (2) Committeepersons, one of whom will be skilled trades. Chairperson of Plant Committee allowed eight (8) hours per day; other Committeepersons allowed two (2) hours per day;
- c) Bargaining unit population 300 or more but less than 450 – There will be a Chairperson and two (2) Committeepersons, one of whom will be skilled trades. Chairperson of Plant Committee allowed eight (8) hours per day; other Committeepersons allowed three (3) hours per day;
- d) Bargaining unit population 450 or more but less than 600 – There will be a Chairperson and three (3) other Committeepersons, one of whom will be skilled trades. The Chairperson of Plant Committee allowed eight (8) hours per day; other Committeepersons allowed three (3) hours per day.
- e) Bargaining unit population 600 or more – There will be a Chairperson and three (3) Committeepersons, one of whom will be skilled trades. The Chairperson of Plant Committee

allowed eight (8) hours per day; other Committeepersons allowed four (4) hours per day.

- f) Additional time required by a Plant Chairperson or other Committeeperson will be granted in accordance with the following conditions:
- i) The Chairperson or Committeeperson will advise his/her Supervisor of his/her destination and the general nature of his/her business and the time anticipated to transact such business;
  - ii) Permission to leave work will be granted within thirty (30) minutes.
  - iii) The Chairperson or Committeeperson shall report back to his/her Supervisor at the time he/she returns to work.

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

**6.08** The Union may designate an alternate who will function in the absence of the Plant Chairperson. When available such alternate shall be a Committeeperson. When a Committeeperson or Steward is absent the Union may designate another Committeeperson or Steward who is functioning on the shift to assume the duties of the absent representative. When there is no other Committeeperson or Steward available on the shift or when the absence lasts or is expected to last at least one (1) week the Union may designate another employee as an alternate. When members of the Health and Safety Committee are absent the Company will recognize another Health and Safety representative to handle health and safety concerns which may arise. Except with respect to replacement of an absent Plant Chairperson or Health and Safety Co-Chairperson, where duplication of payment may arise, it is understood and agreed that there will be no duplication of or additional payment required for time spent on union business as a result of the designation of alternate Union representatives as aforesaid.

**6.09** The President of the Local 222 Union will be entitled to be present at meetings with management which involves the Plant Chairperson and/or the Plant Committee.

**6.10** If elected to the position of President or Financial Secretary of a Local Union 222, an employee shall be retained on the day shift and will have top seniority in his/her plant for his/her term of office, provided such employee is able to perform the work remaining available. If elected to the position of Local Union Vice President an employee shall be retained on the steady day shift.

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

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

- a) Stewards by area,

- b) Health and Safety Co-Chairperson,
  - c) Financial Secretary,
  - d) President,
  - e) Plant Committeepersons,
  - f) Plant Chairperson,
- (Recalls shall be in the reverse order of layoffs.)

**6.12** On the request of either party, the parties shall meet at least twice a year until this Agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement. In attendance at such meetings for the Union shall be the National Representative, Plant Chairpersons and the Skilled Trades Representative and for the Company representation shall include the President of A. G. SIMPSON (when available), the Director of Human Resources, Corporate Manager Employee Relations and the Operation Director.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

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

### **7.02 Step 1:**

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

### **7.03 Step 2:**

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

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

### **7.04 Step 3:**

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

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

Third Step grievance meetings must be held a minimum of once a week, provided there are grievances, and such meetings will be at least four (4) hours in duration if such time is required.

#### **7.05 Discharge or Suspension Grievances**

A claim by an employee that he/she has been discharged or suspended without just cause may be treated as a grievance, which shall commence at the 3rd step as provided in Article 7.04. The grievor may be present at the 3rd step meeting. The right to a grievance shall be deemed to be waived if no grievance has been presented within five (5) working days of the aforesaid dismissal or suspension.

#### **7.06** Whenever possible if two (2) or more employees simultaneously have the same alleged grievance under the same circumstances, it will be presented as a single group grievance with the name of each grievor shown. The group grievance is to be initiated at Step 1.

If, in the course of the grievance procedure dealing with a particular issue, subsequent individual or group grievances are filed that complain about the same matter, it is agreed that such subsequent grievances will whenever possible be consolidated with the original grievance and dealt with as one group grievance at the request of either the Company or the Union.

#### **7.07** The Plant Chairperson or his/her designate, in his/her absence, may file a policy grievance with management. A policy grievance is defined and limited to one which alleges misinterpretation or violation of the provisions of this Agreement and which could not otherwise be resolved at a lower step of the grievance procedure because of the nature and scope of the subject matter of the grievance.

A policy grievance will be referred to Step 3 of the grievance procedure.

If a determination is made that a grievance filed as a policy grievance should have been filed as an individual or group grievance pursuant to the terms of this Collective Agreement, the parties agree that such improper filing will not be grounds for dismissal of the grievance. Rather, should such a determination be made, the parties agree that the grievance will be deemed to have been filed as an individual or group grievance, as applicable.

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

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

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

## **ARTICLE 8 - ARBITRATION**

- 8.01** Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party, within ten (10) working days after the receipt of the last decision.

The party delivering the written Notice to Arbitrate shall indicate in the notice the arbitrator for that grievance from the following list:

Martin Teplitsky  
 Peter Barton  
 Anne Barrett  
 Ross Kennedy  
 Pamela Picher  
 Jane Devlin

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

### **8.02**

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

- 8.03** The arbitrator's decision shall be binding on the parties. The cost of the arbitrator shall be shared equally by both parties. The Company will pay the wages of the Plant Committee who appear at the arbitration hearing.

### **8.04 Commissioner System**

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

(Ross Kennedy            Martin Teplitsky)

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

- b) Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:

- i) The decision of the Grievance Commissioner shall be confined to the grievance referred to him or her, Such decision must be consistent with the provisions of this Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of this Agreement;
- ii) The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union;
- iii) The Union and the Company shall each be responsible for one-half of any fees or expenses charged by the Grievance Commissioner and the Company shall pay the wages of the Plant Committee to attend Commissioner hearings;
- iv) The parties shall meet at least thirty (30) days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts will be put together in joint Agreed Statement of Fact by the parties. In addition, a joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case. Both the Agreed Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the commencement of the grievance hearing;
- v) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- vi) The Grievance Commissioner shall be required to render his decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.

- c) It is understood and agreed that grievances related to discipline (excluding suspension and



termination) and overtime issues may be referred by either party but other cases may not be referred to a Grievance Commissioner without the mutual agreement, in writing, of the Company and the Union. In the absence of such mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this Agreement.

- d) It is understood and agreed that any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.
- e) There will be a Commissioner hearing established twice a year if both the Company and the Union agree.

**ARTICLE 9 - WAGES**

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

**9.02 C.O.L.A**

a) A Cost Of Living Allowance ("COLA") will be determined in the manner and to the extent hereinafter set forth in accordance with changes in the Consumer Price Index ("CPI") published by Statistics Canada (All Items: 1986=100). The Cost Of Living Allowance will be adjusted based on the Consumer Price Index, deviation to yield (0.073=\$0.01).

<u>Date of Implementation</u>	<u>Based on CPI change between</u>		<u>COLA Change</u>
<b>24 July 2006</b>	<b>March 2006</b>	<b>and June 2006</b>	
<b>23 October 2006</b>	<b>June 2006</b>	<b>and September 2006</b>	
<b>22 January 2007</b>	<b>September 2006</b>	<b>and December 2006</b>	
<b>23 April 2007</b>	<b>December 2006</b>	<b>and March 2007</b>	
<b>23 July 2007</b>	<b>March 2007</b>	<b>and June 2007</b>	
<b>22 October 2007</b>	<b>June 2007</b>	<b>and September 2007</b>	
<b>21 January 2008</b>	<b>September 2007</b>	<b>and December 2007</b>	
<b>21 April 2008</b>	<b>December 2007</b>	<b>and March 2008</b>	
<b>21 July 2008</b>	<b>March 2008</b>	<b>and June 2008</b>	
<b>20 October 2008</b>	<b>June 2008</b>	<b>and September 2008</b>	
<b>26 January 2009</b>	<b>September 2008</b>	<b>and December 2008</b>	
<b>27 April 2009</b>	<b>December 2008</b>	<b>and March 2009</b>	

- b) The amount of any COLA in effect at the time shall be included in computing overtime pay, holiday pay, call-in pay and vacation pay.
- c) COLA adjustments will be excluded from calculations pertaining to weekly indemnity benefits.

- d) In determining each COLA adjustment, the calculations will be made on a cumulative basis from **March 2006** CPI level and COLA adjustments made at previous dates during this contract will be subtracted from the cumulative calculations to arrive at the adjustment for the current period.
- e) In determining the hourly rate of increase or decrease for any adjustment, calculations will be rounded up to the nearest cent per hour if the exact calculation ends in .5 or higher.
- f) If Statistics Canada changes the form or the basis for calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this Agreement, a monthly index in its present form.

**9.03** All money generated in COLA under the terms of the **2001/06** collective agreement will be folded into the base rate effective the start date of the new collective agreement, except as amended by the memorandum of settlement as of September 20, 2002 (see the following). **All money generated in COLA as of May 25, 2006 (\$1.57), under the terms of the 2001/2006 collective agreement, will be folded into the base rate effective the start date of the new collective agreement, May 25, 2006.**

#### COLA /Oakville Closure And Retirement Plan:

Following ratification, the parties agree that the next **\$0.63** per hour increase in COLA payment generated under the collective agreements will be treated as follows:

The first **\$0.63** per hour increase will not be applied or included in any calculation under the collective agreements. The **\$0.02** offset does not apply to the first **\$0.63** but will be reinstated thereafter.

Once the **\$0.63** per hour increase referred to above, has been treated as indicated, further increases in COLA payments shall be applied pursuant to the provisions of the collective agreement.

The Company will contribute **\$0.20** per hour toward the creation of a special fund. This contribution will commence on the 1<sup>st</sup> day after the close of sale and purchase of the company and will accumulate and be funded by the company every **6** months.

The fund will be jointly administered by the company and a committee of the union.

The fund will be used to satisfy the ESA severance obligations only to employees laid off from the Oakville plant as a result of plant closure.

The full amount of ESA severance owing to the Oakville employees identified herein will be payable according to the schedule below. The parties agree to attach a list of eligible employees to this memorandum.

The parties will invite employees eligible, through the duration of the collective agreements for retirement, to indicate their interest for the Retirement Incentive Plan.

The 52 most senior eligible employees who have indicated that they would like to participate, will be given a one time opportunity to accept the incentive. The ESA severance and RIP payments will be made in the following order, but will be subject to funds being available in the special fund. At the end of the first **6** months following ratification, **6** employees will be offered a retirement incentive of **\$15,000**.

At the end of the first 12 months following ratification, **7** employees will be offered a retirement incentive of **\$15,000**.

At the end of the first 18 months following ratification, **6** employees will be offered a retirement incentive of **\$15,000**.

At the end of 24 months following ratification, the Oakville employees eligible to receive ESA severance payments will be paid, unless they have the right to continue their recall rights and choose to remain on the Company's recall list. In addition, 7 employees will be offered a retirement incentive of \$15,000.

At the end of the first 30 months following ratification, 13 employees will be offered a retirement incentive of \$15,000.

At the end of the first 36 months following ratification, 13 employees will be offered a retirement incentive of \$15,000.

In order for the Oakville employees to receive payment from the above fund, eligible employees must not have been employed at any other A.G. Simpson plant by the time that the funds have been accumulated.

The conditions of this whole provision will apply for the duration of the collective agreements only.

- 9.04** The first two (2) cents of each quarterly adjustment will not be paid out but rather will be retained by the Company. Should the COLA adjustment in any one quarter not increase by at least two (2) cents there will be no carry over of that quarterly offset.

## **ARTICLE 10 - SENIORITY**

### **10.01**

- a) The parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein shall have reference to an employee's right to a job based on his/her length of service with the Company subject to the other provisions of this Agreement.
- b) All promotions, demotions, filling of vacancies, layoffs, and re-hiring after layoff shall be strictly in accordance with the principle set forth in Article 10.01(a).
- c) Seniority of each employee covered by this Agreement shall be established after a probation period of forty-five (45) working days or 360 hours worked within any twelve (12) month period and shall count from date of employment. When two (2) or more employees have the same seniority date, ranking of such employees on the seniority list shall be by their Company clock number except as provided in Article 36.03.
- d) In addition, following successful completion of the probationary period an employee will be paid for any plant holidays as defined in Article 13.01 that fall during the employee's probationary period.
- e) The termination of a probationary employee shall be considered for just cause unless the termination is contrary to the provisions of the Ontario Human Rights Code, or if the termination is arbitrary, discriminatory, or in bad faith. The Company agrees to perform evaluations of probationary employees, based on the Company's expectations and concerns.

- 10.02** A seniority employee shall continue to accrue seniority except as otherwise provided in this Agreement.

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

- a) voluntarily leaves the employ of the Company;
- b) does not report back to work when recalled;
- c) overstays an authorized leave of absence without a valid reason;
- d) is discharged for just cause and not reinstated under the terms of this Agreement
- e) is absent from work for three (3) consecutive working days without a valid reason.
- f) is laid off for a continuous period of 48 months, including those employees on layoff as of July 29, 1998.
- g) retires

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

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

The Company will provide on a quarterly basis names, addresses and phone numbers on file of all employees.

## **ARTICLE 11 - LAYOFF AND RECALL – PRODUCTION GROUP**

**11.01** The provisions of this Article shall apply to the layoff and recall of employees outside the skilled trades classifications listed in the Skilled Trades Supplementary Agreement (Appendix "B"). The term layoff shall include any reduction of thirty (30) calendar days or more in a classification.

### **11.02**

- a) Whenever it becomes necessary to decrease the working force and a layoff is necessary, students employed for the school vacation period and probationary employees will be the first laid off,
- b) If further layoffs are necessary, the most junior employee in the job classification affected will be selected. For a layoff period of up to four (4) weeks, such employee may only bump the most junior seniority employee within the plant, provided he/she has the ability to perform the work of that classification within a five (5) working day familiarization and trial period. The affected employee must give notice in writing within two (2) working days from the date the notice of layoff is posted of whether he/she elects to bump or to be laid off in lieu of exercising his/her bumping rights. Where it would be detrimental to the Company's ability to meet its customers

requirements the Company may retain employees out of line of seniority for up to four (4) weeks in classifications where bumping employees are not able to perform the work without training. Every effort will be made by the Company and the Union to find mutually acceptable ways of minimizing the retention of employees out of line of seniority including the possible use of other qualified employees for temporary periods of time.

- c) If the layoff period extends beyond four (4) weeks, on or before the conclusion of the fourth week the originally affected employee in paragraph (b) above will be notified by the Company that he/she may elect to bump the junior employee in a classification of his/her choice, provided he/she has the ability to perform the work of that classification following the normal training/trial period for such classification as per Article 12.

The affected employee must advise the Company of his/her choice of classification immediately upon notification. The Company will attempt to contact any affected employee who is absent unless he/she has previously advised the Company in writing what classification(s) he/she wishes to bump into. Should the Company be unsuccessful in contacting the employee he/she will be placed in a classification by mutual agreement between the Company and the Union.

- d) The affected employee in paragraph (c) above shall exercise seniority in the same manner.
- e) In no case shall an employee be allowed more than one bump in any one layoff unless he/she is subsequently bumped or a further reduction takes place. Should the employee fail to perform the job he/she will be assigned to the work performed by the junior employee in the plant whose job he/she is able to perform.
- f) An employee may elect to be laid off in lieu of exercising his/her bumping rights.
- g) Employees will be given individual written notice of at least three (3) working days notice provided the layoff does not exceed a period of four (4) weeks. If in excess of four (4) weeks, it shall be five (5) working days notice or in accordance with the Employment Standards Act. The Plant Chairperson or his/her designate if available shall be given advance notice of the layoff. The Company will provide separation papers with an employee's last pay cheque.
- h) The Plant Chairperson shall be provided with a copy of the final results of the layoff including which employees are laid off and what bumps have taken place.
- i) In a temporary layoff of two (2) consecutive eight hour work days or any part thereof seniority shall not apply and notice need not be given. Should work be available in another classification, it shall be offered to the affected employee with the most seniority, provided such employee is able to perform the work of that classification. This type of temporary layoff shall not exceed one (1) normally scheduled work week in any calendar year, or forty (40) working hours in a calendar year. The company will supply employees and the Union with a copy of a standard form when this clause is invoked.

### **11.03 Recalls**

- a) When recalling employees to work after a layoff, they shall be recalled by seniority in the reverse order of layoff provided they have the ability to perform the work of that classification following

the normal training/trial period for such job as per Article 2.

### **Internal Recalls**

When an active employee is recalled to a former classification, within their twelve (12) month recall period, such employee may elect to decline such recall. Any employee declining such recall to a former classification will give up all rights to return to such classification.

When any employee declines a recall to a former classification, the Company will continue through the recall list by seniority until the position is filled. If such position is not filled through recalls it will be filled by job posting as set forth in Article 12.

If an employee has been displaced from more than one (1) classification due to layoffs or bumps, they shall hold recall rights to all former classifications provided such position becomes available within twelve (12) months of being displaced from the classification. If more than one permanent recall exists at the same time, the laid off employee shall be given and must accept/decline the recall in the classification that he/she was first displaced from before proceeding to the next choice.

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

### **11.04 Reduction of Weekend Employees**

When there is a reduction among weekend workers, such employees may first exercise their bumping rights among the weekend workers as per Article 11.

### **11.05 Weekend Overtime/Laid Off Employees**

In order to address Union concerns regarding the working of weekend overtime by production employees at the Oshawa plant while production employees are on layoff status, both parties must agree to implement a weekend production crew.

- a) Prior to the implementation of a weekend production crew, the Company and Union will meet to discuss:
  - i. The number of employees required;
  - ii. The scheduled duration of the weekend production crew i.e start date and stop date;
  - iii. The various functions to be expected and the classifications required;
  - iv. Hours /shifts to be worked;

- v. Type of assignment (temporary or permanent).
- b) This weekend production crew will be filled by production employees per the job posting procedure. This job posting will be identified as either a permanent or temporary assignment **for** basis of determining if the employee has the right to return to their previous bid job, or if they are to be laid off from the weekend crew.
- c) Except as stated elsewhere, employees assigned to the weekend production crew will be required to work in various functions. The Union also agrees that such crossing of normal classification boundaries does not constitute a violation of the Collective Agreement.
- d) The Company will provide the Union and employees affected with the required notice of lay-off under the terms of Article 11 of the collective agreement. At least an additional 5 working days of notice will be provided to the Union and employees.
- e) The Union acknowledges that despite the introduction of the weekend production crew, circumstances may arise whereby overtime may still be required under the conditions specified in Article 15.01 language, the employees for overtime assignments will be obtained from the regular scheduled employees (Monday – Friday shifts)
- f) The rate of pay for the weekend production crew will be that of a Press Operator. In the event an employee from the weekend production crew is temporarily placed in a higher paying classification due to an emergency, he/she shall receive the rate **of** that classification.

## **ARTICLE 12 - JOB POSTINGS**

**12.01** Except in cases where employees are returning as per Article 11.03 (a) permanent new jobs and/or vacancies shall be posted on the plant-wide bulletin board(s) on Thursday and removed at 7:00 **AM** the following Tuesday (unless a Holiday occurs within the job posting period, in which case the posting will remain an additional day for each Holiday which occurs within the normal posting period) and employees with seniority shall be entitled to bid, by means of submitting a signed application to the Personnel Office and obtaining a receipt for same. The posting shall provide the number of expected vacancies, the area, classification, wage rate, shift(s), and a general description of the duties to be performed.

Employees absent may submit an application directly or such application may be submitted by their Union representative. Employees on layoff **will** not be eligible to apply for a job posting unless they were laid off out of line of seniority.

The Company will notify the Plant Chairperson and the applicants within three (3) working days of the expiration of the job posting, advising them of the results of the posting. The Plant Chairperson will also be provided with a copy of all the receipts for the applications on file.

Whenever possible the successful applicant will be transferred within ten (10) working days after being advised of the results of the posting or on the date the job becomes available if such date is later.

**12.02** The resulting vacancies left by the successful applicants referred to in Article 12.01 above shall continue to be posted until there are no bargaining unit applications on file.

**12.03** In filling postings the employee with the greatest seniority who applies for the job provided he/she is available within ten (10) working days of the date the job is available or is not available only because he/she is on vacation, will be given the job provided he/she is able to perform the job following an on the job training/trial period of up to five (5) working days. For those classifications identified by an asterisk in Appendix "A" the training/trial period shall be up to ten (10) working days. The on the job training/trial period may be extended by mutual agreement of the Company and the Union.

The successful applicant will remain at his/her present job rate until he/she has concluded the on the job training/trial period except where he/she has previously worked in the classification in which case he/she will receive the job rate. In case the employee is not retained in the job by the Company, or the employee voluntarily elects to give up his/her rights to the job, providing it is within the training/trial period, the employee will be returned to his/her former job. Any other employee affected thereby will be returned to his/her job on a similar basis and thereafter the original job will be filled by the next most senior applicant as per this clause. The Company will continue down the list until a successful applicant is attained

Notwithstanding all of the foregoing, it is recognized that current employee skills may not be available to fulfil the job function of layout inspector. When there is a job posting in the classification of layout inspector, the Human Resource Manager, the Department Manager, the Plant Chairperson and Committeeperson will review the qualifications of applicants. If none of the applicants have the required qualifications the Company will have the right to fill the position as they deem appropriate. This provision may also apply to future new specialized technician classifications established by mutual agreement of the Company and the Union. If none of the applicants have the required qualifications the Company will have the right to fill the position as they deem appropriate. This provision may also apply to future new specialized technician classifications established by mutual agreement of the Company and the Union.

**12.04 Training/trial period** – It is the responsibility of the Company to ensure that Employees training for any classification/job will be given instruction and opportunity to become qualified employees in the classification/job in which they are employed. Such training will be documented and a copy provided to the Union if requested.

**12.05** Successful applicants shall not be entitled to more than two (2) successful bids in any twelve (12) month period except that this provision shall not apply to any successful applicant who must revert to his/her former job as the result of someone else being returned to their job.

An employee who bids on a job and is successful but elects to return to his former job and is the successful bidder on a subsequent job posting within twelve (12) months, will not be allowed to withdraw from such second job after moving into the job.

**12.06 Temporary vacancies** shall be defined as vacancies resulting from an employee's absence due to illness, accident, vacation, leave of absence or vacancies in temporary jobs of thirty (30) calendar days duration or less, with the understanding such period may be extended by mutual agreement between the Company and the Union.



Employees transferred to temporary vacancies shall receive their own rate or the rate of the job, whichever is greater.

Temporary assignments shall not be used to avoid job postings or circumvent seniority rights.

The method of filling temporary vacancies shall be in accordance with this agreement.

**12.07 Temporary vacancies (less than 30 days)**

- a) Temporary vacancies shall be filled by the Company, starting with the qualified senior employee in the classification of its choice from the department where the vacancy occurs, with the most junior employee being required to accept the vacancy.
- b) In vacancies where the classification has a plantwide department (e.g. **490**) the vacancy will be filled as in (a) above using the department (eg **430,407**) of the vacancy as the department to pool from. Assembly department inspection pertains to Assembly cells only.

**12.08** A regular employee reduced from his/her normal classification due to the layoff provisions of this agreement will be offered any temporary assignment in their normal classification, provided he/she is working on the shift and can be made available without undue interference with Company operations. Reference (published letter).

**ARTICLE 13 - HOLIDAYS**

**13.01** The following shall be recognized as Paid Holidays:

Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, 3 Personal Floaters, and in addition, the extended Christmas Holiday as listed below:

**Christmas 2006:**

**December 25, 26, 27, 28, 29, and January 1, 2007, and return to work January 2, 2007.**

**Christmas 2007:**

**December 24, 25, 26, 27, 28, 31 and January 1, 2008, and return to work January 2, 2008.**

**Christmas 2008:**

**December 24, 25, 26, 29, 30, 31, and January 1, 2, 2009, and return to work January 5, 2009.**

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

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

- a) Employees will be granted permission by seniority, but the Company will not be obliged to grant the requested holiday to more than ten (10) employees or ten (10) percent of the employees, whichever is the lesser, in any one (1) department at one time.
- b) In order to receive payment for the holiday an employee shall:

- i) Observe the holiday:
- ii) Present his/her request for a particular day to his/her immediate Supervisor, in writing, at least five (5) days in advance.
- iii) Employees unable to observe such holiday due to illness or injury shall receive the holiday payment on July 1, provided they are not in receipt of CPP benefits
- iv) If an employee books his/her Personal Floater in accordance with the above and then gets laid off he/she will be entitled to payment.
- v) Weekend workers may take five (5) hours off for the floater and receive (8) hours straight time pay or they may receive the equivalent of eight (8) hours straight time pay on July 1 each year.

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

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

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

An employee shall not lose more than the pay for one (1) holiday for any one unexcused absence.

In the case of an approved weekly indemnity or Workers' Compensation (WSIB) claim, the Company will pay the difference between the employee's full pay at his regular rate and the amount of weekly indemnity benefit or Worker's Compensation (WSIB) benefit, as applicable, received for the day of the paid holiday. However, such make-up will only be paid for holidays which occur within ninety (90) calendar days of the last shift worked by the employee. This payment will be made to eligible employees on the same date as paid out to all workers.

**13.04** An employee who performs work on any of the said Paid Holidays set forth aforesaid shall be entitled to receive pay at overtime rates for the work performed on such Paid Holidays in addition to the holiday pay.

**13.05** Any employee absent from work due to layoff when a holiday is observed shall receive full pay for such holiday provided the layoff did not commence prior to thirty (30) calendar days before the holiday is observed.

## **ARTICLE 14 - HOURS OF WORK**

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

Maintenance and service personnel may from time to time be required to work shifts other than those spelled out, to service, install or facilitate Company equipment for temporary periods not to exceed thirty (30) calendar days and then not to exceed one (1) hour in deviation from the normal starting and/or quitting time. The Union will be notified and the employee(s) involved will be given at least one (1) week prior notice of same.

- 14.02** Shifts other than the normal shifts listed in the agreements will be maintained for the life of the Agreement unless changes are agreed between the Company and the Union.

Whenever possible, employees required to change shifts will be given at least one (1) week's notice of such change and such shift changes will be done by seniority in the classification. Except in the case of layoff/bumps, when an employee receives less than forty-eight (48) hours notice he/she shall receive time and one-half for the first shift worked.

- 14.03** No employee shall be penalized for failure to punch or swipe his/her card, providing he/she informs his/her Supervisor prior to the end of his/her next working shift. However, the Company limits the employee to two (2) failures per month -on the third occasion, the employee will automatically lose fifteen (15) minutes pay.

- 14.04** An employee who will be absent or late must call in and report such. Telephone call-in number is 1-800 (466-0680) OR (905) 571-2121. Employees working in plants utilizing LAN numbers are required to obtain (1) one as proof of such.

**14.05 Shifts/Rest Periods/Lunches**

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

The full 8 hours shift will apply to Oshawa effective 6 months after the amendments are ratified. The Oshawa facility management and the Union committee agree to discuss and review any alternative shift arrangements that allows for the implementation of the full 8-hour shift.

The parties agree to reach mutual agreement on the most optimal shift alternative.

As per the memorandum of settlement September 20, 2002, the Company proposes that **the** plant predetermine shifts and consider no rotation to suit the particular needs of the plant as per both parties.

- c) The regular shifts shall be as follows for all employees:
- |             |          |                 |
|-------------|----------|-----------------|
| 7:00 am to  | 3:00 pm  | Day Shift       |
| 3:00 pm to  | 11:00 pm | Afternoon Shift |
| 11:00 pm to | 7:00 am  | Night Shift     |
- d) The regular shift rotation sequence shall be days to nights to afternoons on a bi-weekly basis
- e) Employees will be permitted to leave the plant during their lunch period, provided they punch their time card in and out, and such time will be docked accordingly.
- f) **Shift change Requests** are to be filled out and given to the supervisors affected within one (1) working day, and such requests will not be unreasonably denied.

Any denials will be in writing with an explanation.

When an employee changes shifts he/she does not bring his seniority with him for departmental benefit. He/she cannot bump into higher paying jobs but can only hold seniority to avoid being sent out of the department.

- g) When an employee is off work for one (1) week or more for vacations, leave of absence, and another employee requests to switch with the absent employee's shift, the Company will not unreasonably deny such a request.
- h) Mutually agreed steady shift jobs will be offered to the senior employees in the classification, able to perform the work.
- i) When a permanent vacancy occurs in a classification in a department, the Company will review requests from department employees in the same classification, by seniority, who would like to permanently change their shift.
- j) The Company agrees that the placement of employees on the night shift will be as follows:
- i) The Company will ask for a minimum of a three (3) month night shift placement. If there are enough volunteers then,
  - ii) The Company and the Union will solicit a vote of the employees in the department. **If 75%** of the all employees agree to a steady night shift, then the placement of the volunteers will take place at the next opportunity convenient to the Company.

If an employee who has volunteered to work the steady night shift declines to stay on the shift, the Company may cancel the steady night shift. However, prior to the cancellation of the steady night shift, the Company will have meaningful discussion with the Union to attempt to fill the vacancy.

Any employee who replaces an employee who is working the steady night shift will be required to stay on the shift for a period that does not exceed (3) months.

#### **14.06 Seven (7) Day Per Week Operations (Weekend Operations)**

If it is determined by the Company that in classifications where continuous operations(s) are required, such continuous operation(s) will be implemented on the weekend by two (2) twelve (12) hour shift schedules. At the request of either party, the specific facility Union and Management leadership will meet and engage in meaningful discussions to determine the feasibility of implementing or removing a weekend shift. In such discussions, the Company will explain its reasons for its tentative decision to implement or remove a weekend shift and give the Local Union an opportunity to suggest ways in which the shift could be implemented or removed. The Company will give due consideration to the suggestions of the Local Union before making its final decision as to whether or not such shift will be implemented or removed. The terms and conditions of this Agreement will apply to all weekend workers scheduled to work such twelve (12) hour shifts, except as hereinafter amended.

The Company and the Union may mutually agree to change the hours of work.

1) **Hours of Work and Shift Rotation**

Two (2) shifts of twelve (12) hours on each of Saturday and Sunday.

Two (2) fifteen (15) minute breaks and one (1) twenty (20) minute break.

Rotate weekend shifts on a weekly basis.

(It is agreed that the Company and the Union will make a joint application to the Employment Standards Branch for consent to this hours of work arrangement).

2) **Pay**

Twenty (20) hours pay per full shift worked, i.e. forty (40) hours pay for full weekend worked.

Pay equals base rate plus C.O.L.A.

"Overtime" worked on Monday through Friday will be paid at straight-time rates for the first sixteen (16) hours so worked, Monday through Friday. Thereafter, normal Monday through Friday overtime premiums will apply.

3) **Weekend Vacancies**

To be filled by posting according to Article 12.

4) **Vacation and Vacation Pay**

One (1) weekend (24 hours) vacation to equal one week's vacation.

5) **Plant Holidays**

A weekend not worked is equivalent to five (5) days or forty (40) hours. Any balance of negotiated holidays will be paid based on eight (8) hours at the normal base pay rate per holiday. It is not the

intent that weekend workers receive more holiday pay than regular scheduled workers.

Should regular scheduled workers be unavailable for work on paid holidays, the next opportunity will be offered to weekend workers. If there are still insufficient volunteers, the Company and the Union will meet to find a mutually agreed way of providing coverage.

**6) Pension Plan**

Hours calculated as hours paid

**7) Jury Duty**

If pay is lost due to jury duty, the Company will make up the lost pay as outlined in this Agreement.

**8) Bereavement**

In the case of bereavement covered by the collective agreement if any day of weekend work falls between the date of death and the date of the funeral the Company will pay the normal rate for the Saturday and/or Sunday involved.

**9) Union Representation**

The Union will appoint or elect a Union Representative from the weekend crew - one (1) per shift or as spelled out in the Local Agreements

**10) Weekly Indemnity**

Accident - one half the present weekly benefit for each twelve (12) hour shift missed.  
Sickness - the same as above except benefits payable after second twelve (12) hour shift missed.

**11) Probation**

For the determination of the probationary period for weekend workers, a weekend worked will be equivalent to three (3) days.

**12) Implementation**

The Company will meet with the Plant Committee during the implementation to discuss any problems that may arise.

**13) Postings**

Weekend workers wishing to be considered for job postings on the Monday to Friday shifts may advise the Company in writing of such interest in advance and such notification will be considered application for any future indicated vacancies.

**14) Overtime**

- 1) Both parties agree in principle that they do not wish employees to work more than twelve (12) consecutive hours, but such may be necessary in emergency situations. Hours worked in excess of twelve (12) hours will be paid at double time.
- 2) In-week overtime will be listed in the Local Agreements

**15) Reporting in Pay**

A weekend worker employee reporting to work without having been advised that there is no work available shall receive a minimum of six (6) hours pay at the applicable regular rate.

**16) Shift Change**

A weekend worker may, with one (1) weeks advance notice, request a full weekend shift change with another weekend worker or with an in-week worker. Such request will not be unreasonably denied.

**ARTICLE 15 - OVERTIME**

**15.01** During times when employees are on layoff, there may be occasions when production requirements will create a need for employees on layoff to work, to supply customer demands.

It is not the Company's intent to work any prolonged periods of overtime while seniority employees are on layoff and to avoid such situations the Company will provide straight time work opportunities to laid off production employees. To this end, laid-off workers can be used for short term work assignments after all regular employees have been asked as per Overtime Language. However in emergency situations, overtime can and will be used. The Company will provide the Union a written explanation and the circumstances involving any and all emergency situations. Examples of emergency situations for the purpose of this provision are:

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

**Short term work assignments** - will be used to cover PPH, Vacations provided laid off workers are available and qualified.

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

- a) At the time of layoff, employees will indicate whether or not they will be available for short term work assignments.
- b) A Committee person, upon being advised of the requirements, will call-in laid off employees to work such short term work assignments.
- c) Laid off employees will not be eligible for call-in pay.
- d) All calls will be done by seniority, If the employee cannot be reached by phone (home phone) for any reason, he will be deemed not available and we will proceed to call the next employee on the list.
- e) Any employee who refuses short term work assignments would not be subject to termination.
- f) Any employee called to work on short term work assignment for 30 days in any three (3) consecutive month period, will not be subject to benefit reinstatement. However, any employee who works greater than 30 days in a three (3) consecutive month period will be entitled to benefit reinstatement.
- g) Employees recalled to work on short term work assignments must be willing, able and qualified to do the work available without a training period.

## 15.02 Overtime Calculation

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

- a) The overtime rate of pay shall be time and one-half for:
  - (i) All time worked in excess of eight (8) hours and up to twelve (12) hours for work days other than Saturday, Sunday or Paid holidays, and
  - (ii) All time worked on Saturdays up to eight (8) hours.
- b) The overtime rate of pay shall be double time for:
  - (i) All time worked in excess of twelve (12) hours on work days other than Saturdays, Sundays or Paid Holidays,
  - (ii) All time worked in excess of eight (8) hours on Saturdays, and
  - (iii) All time worked on Sundays and Paid Holidays.



**15.03** No employee shall be compelled to work overtime.

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

**15.04 Overtime Posting**

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

The overtime sheets will be dated, timed, and witnessed by a Union representative and a copy provided to the Union.

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

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

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

**15.05 Incapacitated / Modified / Work Hardening Employee(s) Overtime.**

- 1) Employees with temporary restrictions, placed on modified duties or work hardening duties shall not be entitled to overtime.
- 2) Employees that have provided the company and the union satisfactory medical evidence of permanent restrictions and have been placed in modified duties with the mutual agreement of the Company and the union overtime shall apply as follows:
  - a) They will not be entitled to work overtime on jobs other than those spelled out in their modified duties.
  - b)
    - i) Should their overtime hours entitle them to work and there is work available within their normal modified duties they will be entitled to work.
    - ii) Should their overtime hours entitle them to work but there is no work available within their normal modified duties they will be charged as if they had refused.
  - c) Incapacitated Workers / Modified / Work hardening employees(s) will have their hours credited as per local procedures.

**15.06 Weekend Overtime Distribution**

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

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

#### **15.07 Overtime Offer and Distribution**

The Company will distribute overtime equitably among employees in the classification in the department on the shift (equalization group) in which overtime occurs, the purpose being to determine the allocation of overtime and serve the principle of equalization of overtime.

Overtime shall be maintained within a **(28)** paid hours variance at any one time within the classification in the department on the shift.

It is understood that the Company's obligation, with respect to the distribution of overtime, applies only to those employees at work (this is not to disregard 15.11 or 15.12) on the shift within the overtime distribution group at the time the overtime is assigned.

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

Skilled trades employees will be asked following the Wednesday Maintenance meeting. (If this meeting is changed to a later day of the week, maintenance will be asked no later than Thursday before the weekend overtime.) Such notice shall also be given to the Union representative for the employees concerned and, whenever possible, he/she shall be notified before the employees.

#### **15.08 Charging of Hours – Overtime:**

- a) Any offer of overtime within the classification, shift and department, which is refused, provided at least four **(4)** hours advance notice was given, will be charged to the employee as overtime worked for the purpose of equalization of overtime.
- b) An employee absent when overtime is distributed who would have been asked to work will be charged for the hours worked for the first thirty **(30)** calendar days of continuous absence.
- c) An employee with a continuous absence of more than thirty **(30)** calendar days, upon their return to work, will be charged the average hours of overtime within his/her equalization group.
- d) An employee entering into a classification will be charged the average hours of overtime within the equalization group.
- e) Employees who are called at home for overtime, and refuse, will not be charged for such hours.

- f) Company must maintain records of 'all' overtime worked and charged which will be posted and revised daily. The Union will be provided with a copy of such records weekly.

#### **15.09 Employees temporarily switching shifts.**

Employees temporarily switching shifts shall be the last employees in the classification on the temporary shift to be entitled to work overtime.

#### **15.10 Overtime Asking Sequence**

##### **i) Weekday Overtime (e.g. 4 over/4 early)**

In order to fill an overtime requirement, the Company will utilize the following asking sequence:

- a) Employees within the classification in the department on the shift, (low to high hours);
- b) Employees with the least amount of overtime in the department on the shift capable of performing the work to be done without training.
- c) Employees with the least amount of overtime in the plant on the shift capable of performing the work to be done without training.

##### **ii) Weekend Overtime**

In order to fill an overtime requirement, the Company will utilize the following asking sequence:

- a) Employees within the classification in the department on the shift, (low to high hours);
- b) Employees within the classification in the department on the other shifts, (low to high hours);
- c) Employees with the least amount of overtime in the department on the shift capable of performing the work to be done without training.
- d) The overtime requirement will then be posted in the plant and made available to any employee capable of performing the work to be done without training, with first preference to employees in the department and the second preference to employees with the least amount of overtime.

##### **iii) Overtime sequence for Production classifications with weekend workers Weekday overtime (Monday – Friday):**

###### **a) Predetermined Vacancies**

Weekend Classified Production Workers will be utilized to fill vacancies during the week due to the following reasons:

- i) Vacations
- ii) Work related illness or injury
- iii) S&A absences
- iv) Approved Leaves of Absences

Step 1: The Company will determine overtime requirement by shift and classification for Monday to Friday and advise the Union on the Thursday or Friday of the week.

Step 2: All Classified Production employees on the shifts other than where the overtime

requirement is (including weekend workers) will be asked by Thursday of each week if they would work overtime during the upcoming week.

Step 3: The Company will advise the appropriate employee of the shift and day that they have been scheduled to work overtime.

**b) Casual Absenteeism:**

Employees who call prior to the start of their shift create problems for not only the Company but for their fellow employees as well. To fill the vacancies created by employees who call off or in late, the following will be utilized:

Step 1: The Company will offer a maximum of four **(4)** hours of overtime to the appropriate employee(s) on shift.

Step 2: To fill the vacancy for the second four hours, the Company will call the appropriate employee (including the weekend workers) on the other shifts and offer them four **(4)** hours.

NOTE: "Appropriate employee" indicates the employee with the least number of accumulated overtime hours.

**iv) Overtime sequence for Skilled Trades classification with weekend workers Weekday overtime (Monday – Friday):**

**a) Predetermined Vacancies**

Weekend Skilled Trades employees will be utilized to fill vacancies during the week due to the following reasons:

- i) Vacations
- ii) Work related illness or injury
- iii) S & A absences
- iv) Approved Leaves of Absences

Step 1: The Company will determine overtime requirement by shift and classification for Monday to Friday and advise the Union on the Thursday or Friday of the week.

Step 2: All week end Skilled Trades will be asked on the Saturday of each week if they would work overtime during the week.

Step 3: Pre-determined vacancies of one (1) week or longer due to S & A, or WSIB injuries or illness will be filled by recalling laid off Skilled Trades in the appropriate trade.

**b) Casual Absenteeism:**

Employees who call prior to the start of their shift create problems for not only the Company but for their fellow employees as well. To fill the vacancies created by employees who call off or in late, the following will be utilized:

Step 1: The Company will offer a maximum of four **(4)** hours of overtime to the appropriate employee(s) on shift.

Step 2: To fill the vacancy for the second four **(4)** hours, the Company will call the appropriate employee on the in-coming shift and offer them four **(4)** hours.

Step 3: If sufficient employees are unavailable, the Company will call the appropriate Weekend Worker.

NOTE: "Appropriate employee" indicates the employee in the trade with the least number of hours.

**v) Weekend Worker Shift**

In production classifications that have bidded weekend workers, for overtime purposes they are deemed to be a separate shift within the classification.

**vi) Weekend Overtime**

**Saturday:**

Night Shift 11:00 p.m. Friday to 7:00 a.m. Saturday

Day Shift: 7:00 a.m. Saturday to 12:00 p.m. Saturday

Afternoon Shift: 12:00 p.m. to 5:00 p.m.

**Sunday:**

Day Shift: 12:00 p.m. to 5:00 p.m.

Afternoon Shift: 5:00 p.m. to 10:00 p.m.

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

- a) Where more production is required.
- b) In the event of an emergency
- c) Material Shortages/engineering changes.
- d) Where immediate shipment is required and customer demands are to be fulfilled.
- e) Any abuse of the above is subject to the grievance procedure.

**15.11 Overtime/Absent Employees**

An employee who is absent due to vacation, leave of absence or bereavement, may advise the Company in writing prior to such absence of their availability and their desire to work overtime and must call in to the plant, on the Thursday prior to the weekend, to confirm the overtime schedule. They will be assigned to such overtime as if they would have been offered such overtime.

**15.12 Overtime/Calling Employees at Home**

When necessary to call employees at home for overtime purposes, the Company shall have a Union representative present to verify any calls.

**15.13 Posted Overtime**

In Oshawa, posted overtime sheets referred to in this Agreement (Article 15.04) will be posted by 3:00 a.m. Friday, on long weekends the sheets will be posted 24 hours earlier.

**15.14 Call-In/Overtime**

When there is a need for an overtime call-in to fill a temporary vacancy, the Company will cover the overtime requirement where the original vacancy occurs as per the overtime asking sequence in Article 15:10 in the local agreement.

**15.15 Lunch and Breaks - Overtime**

Employees asked to work at least two (2) hours overtime on a regular shift will receive a ten (10)

minute break at the end of their regular shift or at the end of the overtime, if the overtime is prior to the start of the regular shift.

#### **ARTICLE 16 - REPORTING AND CALL-INPAY**

- 16.01** An employee reporting for work without having been advised that there is no work shall receive a minimum of four **(4)** hours pay at the applicable hourly rate, unless it is beyond the Company's control. A Plant Committee member or steward will be notified at the earliest opportunity of the decision.
- 16.02** Any employee who is called to work as a result of emergencies and works four **(4)** hours or less shall receive a minimum of four **(4)** hours pay at the applicable rate.

#### **ARTICLE 17 - VACATION WITH PAY**

- 17.01** The vacation year for calculation purposes shall be from June 1st to May 31st or closest pay period to same during the term of this Agreement. The Company may require all employees, subject to this Agreement, to take a vacation period and may close the plant or any part of the operation for that purpose at any time convenient to the Company, between July 1st and September 1st in any year, but not to exceed two **(2)** consecutive weeks and employees shall be notified by April 30th. If any of the Paid Holidays occur during an employee's vacation, the employee will be granted an extra day off with pay at the beginning or end of the vacation. Employees who are scheduled to remain on duty during any plant shutdown or who have vacation entitlement in excess of two **(2)** weeks will be allowed their vacation at a mutually convenient time. The Company will not unreasonably deny any such requests. Responses will be in writing and the Union will receive copies of all requests and responses. Any denial will include an explanation and alternative dates for the employee's consideration.

If work is required during a vacation shutdown period, the opportunity to work will be offered to employees by classification seniority.

- 17.02** Employees having less than one year's seniority as of June 30th shall receive vacation pay in accordance with the Employment Standards Act.
- 17.03** An employee having more than one (1) year but not more than three (3) years service at June 30th of the current year shall be entitled to two **(2)** weeks of vacation and shall receive four **(4%)** of his/her total earnings for the twelve month period ending May 31st of the current year.
- 17.04** An employee having more than three (3) years but not more than four **(4)** years service at June 30th of the current year shall be entitled to two and one-half **(2%)** weeks of vacation and shall receive five per cent **(5%)** of his/her total earnings for the twelve month period ending May 31st of the current year.
- 17.05** An employee having more than four **(4)** years but not more than seven **(7)** years service at June 30th of the current year shall be entitled to three (3) weeks of vacation and shall receive six percent **(6%)** of his/her total earnings for the twelve month period ending May 31st of the current year.

- 17.06** An employee having more than seven (7) years but not more than ten (10) years service at June 30th of the current year shall be entitled to three and one-half (3½) weeks of vacation and shall receive seven percent (7%) of his/her total earnings for the twelve month period ending May 31st of the current year.
- 17.07** An employee having more than ten (10) years but not more than fifteen (15) years service at June 30th of the current year shall be entitled to four (4) weeks of vacation and shall receive eight percent (8%) of his/her total earnings for the twelve month period ending May 31st of the current year.
- 17.08** An employee having more than fifteen (15) years but not more than twenty (20) years service at June 30th of the current year shall be entitled to four and one-half (4½) weeks of vacation and shall receive nine percent (9%) of his/her total earnings for the twelve month period ending May 31st of the current year.
- 17.09** An employee having more than twenty (20) years but not more than twenty-five (25) years service at June 30th of the current year shall be entitled to five (5) weeks of vacation and shall receive ten per cent (10%) of his/her total earnings for the twelve month period ending May 31st of the current year.
- 17.10** An employee having more than twenty-five (25) years service at June 30th of the current year shall be entitled to five and one-half (5½) weeks of vacation and shall receive eleven percent (11%) of his/her total earnings for the twelve month period ending May 31st of the current year.
- 17.11** Vacations shall be taken in the year of entitlement and shall not be cumulative. Employees will be required to take a mandatory two (2) weeks vacation. Employees not scheduled to take the mandatory two weeks by March the 1<sup>st</sup> of any year of entitlement shall be scheduled by the company.
- 17.12** Employees shall receive their vacation pay in the last pay period of June each year on a separate cheque or bank deposit with all necessary information to verify the accuracy of the pay. Vacation pay will not be taxed as a bonus. Employees taking vacation prior to receiving their vacation pay shall receive an advance on their vacation pay comparable to the earnings they would have received had they worked but not to exceed the accumulated vacation pay earned to date provided they give the Company three (3) weeks advance notice and the vacation is for at least one (1) full week.
- 17.13** Should an employee who has performed work, experience during the year preceding the vacation year, a leave of absence due to illness or injury in excess of thirty (30) continuous calendar days, he/she will, dependent upon his/her length of service, be paid the greater of the applicable percentage of his/her total earnings or a stated number of hours pay as provided below:

Should an employee who has worked a minimum of 1000 hours and experience during the year preceding the vacation year a layoff in excess of thirty (30) continuous calendar days, he/she will, dependent upon his/her length of service, be paid at the time of layoff on a separate cheque, the greater of the applicable percentage of his/her total earnings or a stated number of hours pay as

provided below:

(a)	For employees covered by Article 17.03	80 hours pay
(b)	For employees covered by Article 17.04	100 hours pay
(c)	For employees covered by Article 17.05	120 hours pay
(d)	For employees covered by Article 17.06	140 hours pay
(e)	For employees covered by Article 17.07	160 hours pay
(f)	For employees covered by Article 17.08	180 hours pay
(g)	For employees covered by Article 17.09	200 hours pay
(h)	For employees covered by Article 17.10	220 hours pay

This agreement will be adjusted to reflect the new vacation entitlement, but existing employees shall have any payment entitlement under 17.13 paid out based on the prior formula until they reach a new vacation entitlement level under the new schedule.

#### 17.14 New Vacation Entitlement Program

Effective December 4, 2002, an employee's existing vacation entitlement shall be grandfathered. Future increases to an existing employee's vacation entitlement and the vacation entitlement for new employees shall be as follows: Each employee will be granted an annual vacation with pay in accordance with the following provisions. The employee will receive vacation with regular pay for each day of entitlement or the percentage of gross earnings, whichever is greater.

Seniority as of June 30 <sup>th</sup>		
Less than 1 year	1 day per month to a max of 10	4%
1 year but less than 5 years	10 days	4%
5 years but less than 15 years	15 days	6%
15 years but less than 20 years	20 days	8%
20 years or more	25 days	10%

NOTE: As current employees transition from the "old entitlement" to the new vacation entitlement schedule, their rights under the old entitlement (17.02 to 17.10) cease.

#### 17.15 Summer Vacation

- (a) The vacation year for calculation and scheduling purposes, the plant shutdown, and vacation entitlement shall be as per Article 17.01 of the Agreement. Management of the Oshawa plant will advise their employees by April 1<sup>st</sup> of the plant summer vacation shutdown.
- (b) Employees who are scheduled to remain on duty during any of the plant shutdown or who have vacation entitlement in excess of two (2) weeks will be allowed their vacation at a mutually convenient time. The Company will not unreasonably deny any such requests. Responses will be in writing and the Union will receive copies of all requests and responses. Any denial will include an explanation and alternative dates for the employee's consideration.
- (c) Vacation requests for the months of June, July and August must be submitted to the employee's supervisor between April 1<sup>st</sup> and May 5<sup>th</sup> and will be considered on a seniority basis. All other requests for the months of June, July and August received after May 5<sup>th</sup> will be on a first come



first serve basis.

- (d) Vacation requests for the remainder of the vacation year must be submitted to the employee's supervisor between June 1<sup>st</sup> and June 30<sup>th</sup>, and will be considered on a seniority basis. All other requests received after June 30<sup>th</sup>, will be on a first come first serve basis.

## **ARTICLE 18 - GROUP LIFE INSURANCE**

- 18.01** Employees on the active payroll who have completed their probationary period with the Company shall be eligible for the Life Insurance Benefit of \$34,000.00. Effective July 29, 2002 the life insurance benefit will be increased to \$35,000.00 and effective July 29, 2003 it will be increased to \$36,000.00.
- 18.02** Employees on the active payroll who have completed their probationary period with the Company shall be eligible for Accidental Death and Dismemberment Insurance in the amount \$24,000.00. Effective July 29, 2002 the amount will be increased to \$25,000.00 and effective July 29, 2003 will be increased to \$26,000.00
- 18.03** Effective July 29, 1995 retirees shall be eligible for Life Insurance of \$5,000.00. Those who retire on or after July 29, 1998 shall be eligible for Life Insurance of \$6,000.00.

### **18.04 Transition Survivor Income Benefit**

- a) The Company agrees to provide Transition Survivor Income Benefits Insurance for a period of up to a maximum of twenty-four (24) months in the amount of \$500.00 per month payable to the eligible survivor of an employee who dies on or after July 29, 1998; except that \$525.00 per month effective July 29, 1998 will be payable in any month in which;
- i) an eligible Class A survivor has a dependent child as defined in sub section (c) of this section, or
  - ii) an eligible Class B survivor survives both parents. Such insurance shall also be provided for an employee who is retired under any Pension Plan of the Company due to total and permanent disability, but only until he/she has attained age 65. No other retired employee shall be insured hereunder.
- b) In the event of death of an insured employee from any cause, benefits shall be payable monthly commencing on the first day of the calendar month following the death of the employee and on the first day of each month thereafter or until twenty-four (24) such payments have been made or until there are no eligible survivors in any Class of eligible survivors, whichever should first occur.

In no event will the maximum amount payable, on account of the death of an employee exceed the amounts covered in (a) above. Payments shall be made to the eligible survivor or in equal shares to the eligible survivors in the first of the classes of survivors set forth in sub-section (c) herein which there is an eligible survivor or survivors.

- c) The classes of eligible survivors and the order of qualifying for benefit are as follows:

Class A: The partner of a deceased employee

Class B: Any child of the deceased employee, who at the time a transition survivor income benefit first becomes payable to him/her is both unmarried and either (i) under 25 years of age, or (ii) totally and permanently disabled at any age over 25; provided, however, that a child must have been legally residing with and dependent upon the employee at the time of his/her death. A child shall cease to be a Class B eligible survivor upon marriage, or if not totally and permanently disabled, upon reaching his/her 25th birthday.

Class C: A parent of the deceased employee for whom the employee had, during the twelve month period preceding the employee's death, provided at least 50% of the parents support.

- d) Payments shall be made to the eligible survivors as set forth in sub-section (c) above in the following order:
- i) If a Class A eligible survivor dies or becomes ineligible prior to the payment of the maximum number of 24 benefit payments, the right to any remaining payments shall pass in equal shares for the balance of the maximum number of payments to any surviving children who then qualify under Class B or, if there are none, then in equal shares for the balance of the maximum number of payments to any surviving parents who then qualify under Class C.
  - ii) If, after having qualified under Class B, a child marries or dies, or attains age twenty-five, any remaining payments shall be divided equally among any surviving children who continue to qualify under Class B. After the last child marries, or dies, or attains age twenty-five, any remaining payments shall be divided equally among any surviving parents who then qualify under Class C.
  - iii) If more than one parent qualifies under Class C and either parent dies, any remaining payments shall be payable to the surviving parent.
  - iv) If no eligible survivor of the employee qualifies in any Class on the first of the month following the death of the employee, no payments will be made hereunder. Once begun, payments will cease when there is no eligible survivor in any Class.

#### **18.05 Bridge Survivor Income Benefits**

- a) There shall be payable in accordance with the terms and conditions of this sub-section to a Class A eligible survivor who was 45 years of age or more, or whose age in combination with the years of service of the deceased employee total 50 or more on the date of the employee's death and who has received 24 monthly payments of the transition survivor income benefit provided in Article 18.04.
- b) The bridge survivor income benefit will become payable commencing with the first month following the month for which the twenty-fourth monthly payment of the transition survivor income benefit is paid as follows:
  - i) \$450.00 per month payable to the eligible survivor of an employee who dies on or after July 29, 1998;

- ii) \$500.00 per month effective July 29, 1998 will be payable in any month which an eligible Class A survivor has dependent child as defined in Article 18.04, or an eligible Class B survivor survives both parents.
- c) The bridge survivor income benefit will cease to be paid immediately upon occurrence of:
  - i) The death or remarriage of the Class A eligible survivor or,
  - ii) Attainment by the Class A eligible survivor of such age at which Old Age Security benefits become payable, other than on a "needs" basis under any federal or provincial legislation, as now in effect or hereafter enacted or amended.

## **ARTICLE 19 - HEALTH INSURANCE**

**19.01** The Company will provide the following benefits to employees on the active payroll (including spouses and dependents who have completed the probationary period as per Article 10 of this Agreement). Additionally, certain benefits will also be extended to retired employees and surviving spouses as outlined in this Article (Weekly Indemnity and Extended Disability benefits are excluded). Where an active employee dies, the family of such deceased employee will receive benefits coverage for an additional period of two (2) years.

The benefits provided herein and under Article 18, shall be subject to the terms and conditions which are contained in the current policies and contracts as they existed on April 29, 1992 and as subsequently amended by the terms of the Collective Agreements effective from July 29, 1992 to July 28, 2001 and from July 29, 2001 to May 15, 2006. If there is any dispute it shall be handled through the normal grievance and arbitration procedures. This provision will not preclude the Company's right to select and/or change Carriers.

Should the Company consider changing the Carriers for any of the benefits provided under the Collective Agreement the Union will be given ninety (90) days notice to have input into any such decision. The Company shall give consideration to any proposal brought forward by the Union. Any decision to change Carriers shall be based on the cost and service provided by prospective Carriers.

- a) **Weekly Indemnity** of sixty (60) percent of regular weekly earnings to a maximum of five hundred and twenty-five (525) dollars per week, increasing to five hundred and fifty (550) dollars effective July 29, 2002. The benefit is payable from the day of the accident or the first day confined to hospital (including a surgical procedure as an outpatient or in a Doctor's office) or the fourth day of sickness.

The benefit will continue for up to thirty (30) weeks (commencing December 16/02) during which the covered person is under the regular care of a physician, legally licensed to practice medicine. The parties agree to register a PLAN with the Employment Insurance Commission that shall offset payment of benefits by the Company to the maximum allowed by E.I. The Union agrees on behalf of the membership that the Company is to keep 100% of any E.I. rebate in consideration for increased benefits.

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

Any additional medical evidence after the first submission, being requested by the Company or the Carrier, will be paid by the Company, provided that the initial claim form has been completed as required. If the employee cannot meet the return to work date or there is no return date specified, as indicated on the disability form, any request for additional medical evidence will be paid by the employee. Income tax will be deducted at source from Weekly Indemnity and Extended Disability benefits. The parties agree that any current claims will continue to their termination as per the terms of this provision prior to the revisions.

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

b) **Prescription Plan**

(1) Each employee is Provided with an I.D. Card. On receipt of eligible prescriptions, the employee will pay the pharmacist two (2) dollar and present the I.D card. (The policy will provide the same eligibility rules for students until age 25 as per other benefits).

(2) The plan will continue to utilize “generics” where possible.

(3) The Prescription by law Formulary will apply.

(4) Only drugs requiring a prescription from a physician, legally licensed to practice medicine shall be covered (i.e. no Over The Counter drug coverage). OTC drug products to be covered include the following:

- \* for which there are no alternatives, and lack of access to them could lead to life, limb, or organ-threatening disease;
- \* required for use in combination with another ODB (Ontario Drug Benefit) covered drug product;
- \* whose removal would likely lead patients to switch to other toxic and/or more costly alternatives;
- \* used to treat a communicable disease with significant public health impact;

(5) There shall be an \$8.00 maximum on drug dispensing fees. The dispensing fee will be reviewed and adjusted in accordance to the changes made by **the insurance carrier** if required. It shall be indexed to the **insurance carrier** dispensing fee, maintaining the same dollar(s) differential as exists presently.

c) **Vision Care**, including coverage for Laser Eye Surgery of \$210.00 will be provided every two (2) years. The above two (2) year period will be amended to once every twelve (12) months for a prescribed lens change. The benefit for special contact lenses is \$240.00.

d) **Dental Plan** (Basic #4) covered as described in the **insurance carrier** leaflet. The yearly maximum for Dentures, Crowns and Bridgework will be \$1,500.00, increasing to \$1,550.00 effective July 29, 1999 and \$1,600.00 effective July 29, 2000 (with coverage to replace natural

teeth regardless of the date of extraction). Coverage will include pit and fissure sealants on permanent teeth for children fourteen (14) years and under. The lifetime orthodontics maximisation is \$2,000.00 increasing to \$2,050.00 effective July 29, 1999 and to \$2,100.00 effective July 29, 2000, which can be expended in any time period. Effective July 29, 2002, white fillings will be covered.

e) **Extended Disability Benefits Plan** with the following provisions:

- i) Employees shall be eligible for benefits under the Plan upon exhaustion of Weekly Indemnity benefits;
- ii) Benefit levels under the Plan shall be \$1,900.00 per month (effective July 29, 2002, \$1,950.00) Current recipients to receive a benefit level of not less than \$1,400 per month.
- iii) Benefits payable under the Plan shall be reduced by the amount of benefit payable under the disability provisions of the Canada Pension Plan and/or under Workers' Compensation (WSIB) legislation in respect of the disability for which Extended Disability Benefits are payable.  
Notwithstanding the foregoing, reductions for the amount of benefit payable under the disability provisions of the Canada Pension Plan will only be made under the following conditions:  
  
The employee did not apply for CPP disability prior to the termination of weekly disability benefits, or,  
  
The employee is in receipt of CPP disability benefits;
- iv) Reductions under (iii) above shall be limited to the originally determined employee amounts and shall not include subsequent cost-of-living adjustments to such amounts;
- v) The maximum duration of benefits under the plan will be equal to the employee's service at the time of his/her disability minus twelve (12) months, or if the employee's service is ten (10) years or more at the time of his/her disability, until he/she attains age 65.
- vi) "Disability" for the purposes of the Plan shall be defined as totally disabled from the employee's own occupation for the waiting period thirty (30) weeks, effective (December 16, 2002) and next two (2) years of disability; from then on to end of eligibility, totally disabled from any occupation for which the employee is reasonably fitted by education, training or experience;
- vii) Any recurrent disability that is separated by return to active full-time work for less than three months will be deemed to be one period of total disability.

f) **Semi-Private Hospital Plan**

- g) **Major Medical Plan** with coverage as per the existing plan with changes as described herein: An overall maximum of \$75,000.00 (\$40,000.00 for private duty nurse) will apply. Provision of insulin pump kit, lymph press/sleeve and inflatable penile prosthesis is covered by the plan.

<b>Health Practitioner</b>	<b>Per Visit</b>	<b>Per Year</b>
Chiropractor/Osteopath	\$15	\$300
Naturopath and Podiatrist	\$15	\$300
Psychologist	\$35	\$600
Masseur	\$15	\$300
Physiotherapist		\$15 \$300
Speech Therapist	\$45 1st visit \$15 subsequent visits	\$300

Out of Province: **Insurance carrier** or its equivalent Hearing aid devices and special shoe inserts to provide a maximum benefit of \$800.00 per person, per benefit in any 36 month period.

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

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

- 19.03** All Company paid benefits will remain in effect for a period of four (4) months beyond the month of layoff and all Company paid benefits will remain in effect while an employee is in receipt of Weekly Indemnity, Extended Disability or Worker's Compensation benefits (WSIB).

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

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

An employee required to travel more than 50 kilometres (one way) for a medical examination ordered by the Insurer shall be reimbursed on the basis of 30 cents per kilometre.

### **19.05 Disputes**

If a dispute shall arise pertaining to this Insurance Plan

- 1) a) The Union and the Company shall review the matter on the day the objection is raised;
- b) If an agreement is not reached within three (3) days of such meeting, the Union may present a grievance as described in Article 7.04 (Grievance Procedure) of the Collective Agreement. The grievance shall be discussed within five (5) working days from the date the grievance

was submitted to the Company: unless it is mutually agreed to extend the period;

- 2) If the matter is not resolved through the Grievance Procedure, the Union may invoke one (1) of the following procedures.
  - a) The employee shall continue on disability claim during the period of dispute to a maximum of four (4) weeks. The Company shall have the right to recover the monies by any means available, including from vacation monies, if it is subsequently determined that the employee was not entitled to such benefits.

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

The Union and the Company shall agree on the legally qualified physician who will be clearly mandated by both parties to render the binding impartial third party decision. Agreement on the third party shall be reached in a reasonable and expeditious manner. All communication with the selected physician will be done jointly and both parties will share relevant information on any matter in dispute.

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

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

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

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

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

## **ARTICLE 20 - PENSION PLAN**

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

- a) Effective December 31, 2002, retirement shall be mandatory at age 65.
- b) Credited service to be based on one (1) year's credit for each 1,700 hours worked, with proportionate credit for hours less than 1,700. In addition, hours will be credited at the rate of forty (40) hours per week to cover:

- i) absence while in receipt of Worker's Compensation benefits;
  - ii) absence while on authorized Union leave of absence, subject to Revenue Canada limits.
  - iii) absence while on authorized public office leave, except as provided for in Article 27.01(c);
  - iv) absence due to observance of paid holidays; and
  - v) absence due to annual vacation
  - vi) absence due to the employee being on layoff, provided the employee has been credited with at least 170 hours in the year the employee was laid off.
  - vii) Employees in receipt of weekly indemnity benefits and extended disability to accrue pension credits of up to two years.
- c) Monthly Pension Benefits will be provided as follows for each year of service commencing after July 29, 1989:  
Effective: July 29, 2000, = \$46
- d) All past service prior to the effective date shall be raised to current levels.  
  
One hundred and seventy (170) hours shall be required for a minimum credit in a plan year.
- e) The effective date shall be July 29, 1989
- f) There shall be a Joint Board of Administration consisting of six (6) members, three (3) of whom shall be appointed by the Company, and three (3) by the Union.  
  
The function and powers of the Board shall be similar to those contained in the relevant provisions of Article XI of the BUDD Canada - CAW Pension Plan
- g) All new employees hired on or after the date of this collective agreement shall become members of the Pension Plan effective the first day of the month following the completion of twelve (12) months seniority. It is understood that credited service shall be applicable from the date of hire.
- h) The normal form of pension shall be:
- i) For a retiring member with a spouse, a pension payable for the member's lifetime and a pension of 60% of the member's pension to the eligible spouse for the lifetime spouse;
  - ii) For each year in excess of five (5) that a spouse is older or younger than the member, the spouse's pension benefit will be increased or decreased, respectively, by two percent (2%);
  - iii) The joint survivor form of pension may be waived by written agreement of both spouse and member, and an actuarially equivalent alternative option may be chosen.
  - iv) For a retiring member with no spouse, a pension payable for life.
- i) Effective July 29, 1995, then current retirees' benefits were increased by \$10.00 per month per year of service. Such retirees' benefits were subsequently raised by 42.00 per month, per year of service on July 29 in 1996 and 1997. Under the terms of the 1995 -2001 Pension Plan, increases of \$2.00 per month, per year of service will also be granted on July 29 in 1998, 1999 and 2000.



- j) In 1995 it was agreed that effective July 29, 1995, the normal retirement pension and the Special Allowance, if any, of a Member who retired after July 29, 1995, would be increased on July 29, 1996 and on each subsequent July 29 of the following four (4) years at a rate equal to 90% of the average rate of increase in the Consumer Price Index during the previous 12 months ending on May 31, of the year in which the increase takes place, provided, however, that the increase shall be reduced where necessary so that the benefit rate after the increase does not exceed the corresponding benefit rate applicable to an active member retiring on that date.
- k) **Pension Benefits/Retirement Options:**

In addition to the provisions of Article 20 of the Agreement the following benefits will be applicable to employees who retire during the six (6) year term of the pension plan. The Company agrees that with the exception of the Special Allowance, these benefits will be maintained and incorporated in the Pension Plan between the Company and the Union. The Special Allowance will continue to be paid under the terms of the Collective Agreement, outside the Pension Plan.

**Early Retirement Options**

- a) Attainment of age 60, with at least 2 years of Credited Service.
- b) Attainment of age 55, with 30 years of Credited Service, (to be modified to age 53 at the start of the last year of the agreement).
- c) Attainment of age 55, with age plus service equal to 85 or more.
- d) In the event of a partial or complete plant closure, employees who attain age 50, with 10 or more years of credited service, shall be entitled to retire with their normal and supplementary benefits unreduced on account of age.

**Early Retirement Benefits**

- a) To provide for a supplement equal to \$15 per month per year of service, payable from early retirement date to age 65. For employees who retire prior to age 60, such supplement shall be reduced by  $\frac{1}{4}$  of 1% for each month by which the employee's age is less than 60 at the date of retirement. Such reduction shall not apply when the employee is retiring under the 85 point rule or with 30 or more years of service.
- b) To provide for a special allowance, payable to employees who retire with 30 or more years of service, payable to age 60, and which, when added to the normal benefit and the supplement, shall total the following:

Effective 07/29/00 = \$2400.00 per month.

**ARTICLE 21 - BEREAVEMENT**

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

When a death occurs in an employee's immediate family, i.e. current spouse, daughter or son,

mother or father, upon application, the employee will be granted a leave of absence with pay for five (5) normally scheduled working days excluding Saturday, Sunday and holidays, which may occur commencing with the date of death.

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

## **ARTICLE 22 - JURY DUTY**

- 22.01** The Company will make up the difference between the amount of money per day, less travel expenses, an employee received while required to attend for selection or serving as a member of a jury on a scheduled working day, including coroner's jury, or subpoenaed as a Crown witness, to an amount equal to the normal eight (8) hours pay which he/she would have been eligible to receive for working that day.
- 22.02** Any employee who, by reason of any summons or subpoena, is required by law to do anything, shall be granted an immediate leave of absence for the period of time required for such employee to complete anything that the employee is required to do by reason of any such summons or subpoena and the employee shall retain and accumulate seniority and benefits while on such leave of absence.

## **ARTICLE 23 - HEALTH AND SAFETY**

- 23.01** The Company shall make adequate provision for the safety and health of all employees during the hours of employment.
- 23.02** The Company shall make every effort to comply with all applicable legislation pertaining to occupational health and safety and all provisions of this article shall be adopted as company policy.
- 23.03** The Company and the Union jointly agree to promote measures to assure the health and safety of all employees.
- 23.04** The parties agree to set up a Health and Safety Committee with membership comprised as follows:

With a bargaining unit population greater than three hundred (300) there will be four (4) members representing workers selected by the Union and four (4) members representing management selected by the Company.

With less than three hundred (300) there shall be three (3) members representing workers selected by the Union and three (3) members representing management selected by the Company.

**The Health and Safety Committee** will have Co-Chairpersons, one (1) Co-chairperson elected or appointed by the members representing workers, and another elected or appointed by the members representing Management. The Co-chairperson representing workers will be granted the full time of their shift (if 200 or more employees and four (4) hours if less than 200 employees and two (2)

hours if less than 100) to attend to health and safety issues, identifying and co-ordinating safety related training needs, assisting in developing training packages, in-house training where qualified, developing and presenting safety talks, tracking to ensure monthly safety audits are carried out and accident/incident investigation.

During any absences of the Union Co-chairperson, the Company will recognize the alternate Union Co-Chairperson, who will be selected by the Union. The alternate must be a member of the Joint Health and Safety Committee.

The Company will, within a reasonable time, arrange for the necessary training for a minimum of three (3) Union members and two (2) Management members of the Joint Health and Safety Committee to become certified members. It is expected that the Co-chairs of the JHSC will be included as certified members. In addition the Company will send two (2) persons selected by the Union and two (2) persons selected by the Company from the plant to two-week instructor training (OFL - Level II and III). They shall be selected from the Local Joint Health and Safety Committee, unless mutually agreed otherwise. The Company is to pay for lost time and registration.

Every certified member of each JHSC will complete hazard specific training. Where required, each plant will complete a new hazard assessment, to be conducted by the new certified members, if any. Otherwise, the hazard assessment will be conducted by existing certified members. The assessment will be done using the original WHSA format. This assessment will determine any specific training that is required for the Part 2 Hazard Specific training. This specific training will be taken from modules established from the Workers' Health and Safety Centres Hazard Specific Modules. This specific training will be at least forty (40) hours in total. Where at the discretion of the Joint Health and Safety Committee any member is deemed to have met the criteria for any module through previous training or experience, the training for that module may be waived.

The people who receive the Instructor Training will then be responsible for WHMIS and all health and safety training in their plant. If training is done in a classroom setting a CAW instructor will do the training. This paragraph shall not preclude the use of other jointly selected qualified people to conduct training in Health and Safety. Once in the second year (2007) of this agreement, and once in the third year (2008) of this agreement, the said two (2) week instructor training and the said necessary training for certification will be provided to employees who have replaced any representatives previously trained.

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

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

- a) Promote compliance with pertinent legislation.
- b) Meet at least once each month, or more regularly as mutually agreed, to review health and safety matters, local health and safety education, information programs, employee job-related safety training including lift-truck training, compensable lost time accidents, workplace health and safety reports on such accidents, and to analyze medical aid and first aid injuries and make any necessary recommendations.

- c) Designate one (1) or more member of the Committee who represents workers and one (1) or more member of the committee who represents Management to tour the Plant to inspect the physical condition of the workplace once per month as scheduled by the Health and Safety Committee.
- d) Designate the Co-Chairpersons of the Committee to investigate any accident where a worker is killed or critically injured at work. Should such an accident occur when the Union Co-Chairperson is not available, a designated alternate will participate in the investigation, and the Union Co-Chairperson will be provided with a copy of the investigation report and will participate in any further investigation of the accident. Every injury or near miss that involves or would have involved a worker going to a first aid attendant, Doctor or hospital must be investigated. The supervisor and the Union Co-chair person or designate and the Company Co-chair person or designate from the JHSC shall investigate the accident or incident. The parties agree that the primary responsibility for accident/incident investigation rests with the worker's immediate supervisor. The Co-chair persons or designates act primarily as resources in this process.

The Union Committee and the JHSC Co-chair persons shall automatically receive as soon as they are available, a copy of all form 7's (or designated replacement forms from the new Workplace Safety and Insurance Board), a copy of the plant's report on injury and illness data, the plant's employee hours worked, and frequency and severity rates.

- e) Designate the Co-Chairpersons, or designates at times when the Co-Chairpersons are not available, to accompany Ministry of Labour or applicable government inspectors and Union Health and Safety professional on plant inspection tours.
- f) Review and analyze all problems posed by noise, air contaminants, air flow, heat stress or ventilation and make any necessary recommendations.
- g) Be advised of breathing zone air sample results, results of tests regarding physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined an employee has had a personal exposure exceeding the permissible levels, the Joint Health and Safety Committee shall be informed of such exposure and the corrective action to be taken. Both JH&SC Co-chairs are to be involved in all air sampling. Any sampling shall be conducted by a Certified Industrial hygienist (CIH) and will be jointly selected by both JH&SC Co-chairs.
- h) To make recommendations regarding ergonomic programs where required.
- i) Review Company policies on assignment of employees to tasks in isolated or confined (closed-entry) spaces. Company policies on safe die operation and guarding, Company preventative maintenance programs, and Company lockout/tagout programs, and make any necessary recommendations.

**23.06** The Company will make available sampling and monitoring equipment for measuring noise, carbon monoxide, and air flow and will ensure that the Joint Health and Safety Committee is trained in their use. When the conditions in the plant indicate it is necessary to conduct tests with such equipment, such tests will be performed jointly.

**23.07** Protective devices and other equipment deemed necessary to protect employees from disease and

injury will be supplied by the Company, with the exception of prescription safety glasses and safety shoes. Foam ear plugs will be provided to any employee upon request. The Company agrees to provide custom ear protection to any employee upon request at the Company's expense. Employees requesting custom ear protection would be required to pay for replacement insurance.

**23.08**

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

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

The parties understand that should any changes occur to the legislation and/or the Ontario Ministry of Labour's support for the subject legislation (The Occupational Health & Safety Act and its Regulations) to render certain parts inoperative, including existing rights, a mechanism will have to be determined to maintain the functional dimension of these rights. Consequently, upon such time as the Union or the Company has a reasonable concern that legislation could be passed which could affect employee rights, specifically the right to refuse unsafe work, the Health & Safety Committee shall meet within ten (10) days notice of written request to meet. Parties will make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner. In this regard, the Health and Safety Committee will be assisted and supported by the Plant Chairperson and the Company's Director of Human Resources.

The parties agree that the Occupational Health & safety Act and its Regulations in affect at the time of signing the 1998 Collective Agreement between the Company and the Union shall be considered a minimum standard. Any changes to the Act and or Regulations would also be reviewed by the above-mentioned parties in order to assess the impact on employee health and safety.

**23.10** National Union Health and Safety staff shall have access to the workplace provided reasonable advance notice is given to management.

**23.11** The Company will continue its practice of providing the forty (40) hour OFL Level I course to members of the Joint Health and Safety Committee, and/or other training to be decided by the Joint Health and Safety Committee at the plant. Such other training should total a minimum of forty (40) hours, and will not include certification (generic or specific) training. Whenever practicable, training is to be done on site, with members from one or two committees being trained at the same time.

**23.12 Safety Talk Program**

- a) Each plant will establish a safety talk program.
- b) The Joint Health and Safety Committee at each plant will participate in the development of the department safety talk program.

### **23.13 Safety Measures for New or Relocated Equipment**

Safety measures, safety devices and safety equipment shall be installed prior to start-up of new, relocated, or modified equipment or machinery. Start-up includes manufacturing of samples, testing, try-out, set-up, teaching, etc., as well as production for shipment to customers.

In addition, Management representatives, will review with the Co-chair persons of the Joint Health and Safety Committee, plans for major process, equipment and layout changes.

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

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

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

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

### **23.14 Minute of Silence**

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

### **23.15 Safety Glasses**

- a) With respect to regular safety glasses, the Company agrees to pay for the first pair, after which the employee is responsible. However, the Company will replace lenses that are damaged or scratched through occupational use at no charge. Management will approve lens replacement.
- b) With respect to prescription safety glasses, the Company will pay the **full** cost of providing the first pair of prescription safety glasses, subject to appropriate receipt. The Company will reimburse employees for replacement lenses which are damaged or scratched through occupational use or when a new prescription is required, subject to appropriate receipt. Management will approve lens replacement. Effective July 29, 2001, Prescription Safety Glasses frames may be changed once every three (3) years, with a maximum of \$150 per frame.
- c) Employees will have a choice of three (3) different frames determined by the Joint Health and Safety Committee and the Company will replace any frames damaged through occupational use.

### **23.16 Safety Shoes**

The Company agrees to provide a safety shoe allowance of \$90.00 for Company approved safety footwear, for employees with seniority and with proof of purchase. New hires shall receive the allowance when they have completed their probationary period. The Company will pay for two (2) pairs of CSA approved (acid resistant) safety shoes per year up to a maximum of one hundred and seventy-five dollars (\$175.00) per pair for Solution Maintenance, Effluent Washer & Pixie Operator, Hoist Line Operator, Production Worker Plate and Skilled Trades employees.

The Company agrees to provide a second safety shoe allowance per year to any employee who sustains unusual damages or wear created through work (not caused through normal wear).

- 23.17** The Company recognizes that health and safety risks may be posed by heat stress. When suspected heat stress conditions prevail, the Joint Health and Safety Committee shall investigate and evaluate the matter and recommend to Management a plan of action to eliminate any hazardous situations.

The Company agrees to implement a plan based on the recommendations of the Joint Health and Safety Committee for when conditions reach or exceed the ACGIH Index for Heat Stress. Such a plan shall include Mira cool, bandanas, visors, wrist cool bands, electrolyte replacements, popsicles, etc. and shall include additional breaks, and refreshments and shall also include as a last resort, early departures without pay.

### **23.18 Noise Abatement Program**

The problem of noise varies in kind and intensity in the plant. Thus, it is not feasible to establish a specific noise abatement program generally applicable throughout all the Company's facilities. It is agreed that a sub-committee of the Joint Health and Safety Committee will be established as a Noise Committee. This sub-committee will make recommendations to Management, on a priority basis, of those areas found to be at or over the legislated requirements, and assist in the plans to undertake progressive improvements.

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

The Company agrees that audiometric tests will be made available annually for those employees whose average noise exposure exceeds 85 decibels (dba). Permanent records of audiometric tests will be maintained in each workplace. Every attempt will be made to conduct the tests at the beginning of the work week.

- 23.19** The Company agrees to pay registration costs for CPR and First Aid training courses, to a maximum of \$100.00 per course, for up to six (6) employees per plant annually, upon certified successful completion of such course, to assist such employees in attending such course on their own time.

### **23.20 CCOHS Information System**

The Company agrees to subscribe for a membership, in the plant with CCOHS. In addition, the Company agrees to subscribe for three discs from the CCOHS to be provided to the JHSC Co-Chairs.

The Company agrees to provide the Union Co-chairs at each location a computer equipped with CD Rom, and the most current windows operating system as used by the Company, and Internet and e-mail access through the Company computer network, for the purposes of staying current with Health and Safety issues and new technologies as they relate to occupational health and safety. All computer access will be subject to any existing or future Company policies regarding computer and Internet use.

### **23.21 Preventative Maintenance Safety Program**

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

### **23.22 Ergonomics**

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

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

### **23.23 New Employee Health and Safety Training**

Each new or transferred employee will receive Health and Safety training. Such training will include but not be limited to the employee's rights and duties under the Provincial Legislation and the role of the Joint Health and Safety Committee. The Joint Health and Safety Committee may make recommendations regarding other training which may be needed.

### **23.24 Job Hazard Training**

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

### **23.25 Working Alone**

The local Joint Health and Safety Committee shall assess the work activities in the plant to



determine those work activities that they consider to be hazardous for working alone, and shall make recommendations to Plant Management. The Company agrees when such work activities are recognized as potentially hazardous for working alone, appropriate precautions will be taken. Such precautions will include, when necessary, providing air sampling, ventilation, appropriate PPE, a reliable communication system, training, and if required adequate support personnel.

### **23.26 Lockout**

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

### **23.27 Hands Out Of Point Of Operation**

The Company agrees to maintain, in consultation with the Health and Safety Committee, a Hands Out Of Point Of Operation Policy, within three (3) months of the signing of this agreement as of July 2001. This policy will deal with eliminating the danger resulting from the necessity of employees exposing their hands to the dies in a power press or similar equipment. The objective of this procedure is to eliminate through engineering and process development the need for operators to expose their hands. Where the need continues to exist, appropriate safeguards will be put into place, such as hand tools, brake monitors, safety blocks, sensing devices, lockout procedures, mechanical interlocks, guarding and other operator controls. In addition to this, when process or engineering changes are planned, the Joint Health and Safety Co-chairs will be consulted and may make recommendations for improvement.

### **23.28 Emergency Release From Press Program**

The Company agrees to establish in consultation with local Joint Health and Safety Committees within nine (9) months of the signing of this Agreement as of July 2001, a press specific Emergency Release Program.

### **23.29 Hazardous Substance**

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

**23.30 Working at Heights**

The Company, in consultation with the Health and Safety Committee, will develop a Working at Heights Training Program, mirroring the current CAW/Ford package, within six (6) months of the signing of this agreement as of July 2001. This package will be used at this location as a minimum.

**23.31 Work Refusal Notification**

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

**23.32 Unsafe Machinery**

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

**23.33 Lift Truck Training**

There will be formal lift truck training for the plant for users of lift trucks. The basic training will be the training package from the Workers Health and Safety Centre. All workers who operate lift trucks will be trained on this package prior to operating a lift truck. In addition lift truck operators will also receive an annual review, in addition to the basic WH&SC eight (8) hour program.

**23.34 HVAC**

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

**ARTICLE 24 - BARGAINING UNIT WORK**

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

1. in an emergency;

2. in the instruction and training of bargaining unit employees;
3. in the development of new methods, engineering prototypes / samples and new processes.

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

## **ARTICLE 25 - TIME STUDY**

**25.01** Time Studies will be made on the basis that an experienced seniority bargaining unit operator can make standard, if he/she performs at a normal pace.

**25.02** The Plant Chairperson, Union Time Study Representative and department supervisor must be informed as to the date of the time study.

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

- a) Meet with the Union Time Study Representative and Plant Chairperson or his/her designate to review the Time Study and appropriate method, material or machinery changes. The purpose of this meeting is to review the industrial engineering department's data that was used to develop the production standard. During this meeting, the Union will be given a copy of the Time Study
  - b) Meet with the affected shift employees and Union representative to review any method, material or machinery changes. The Supervisor of the affected area along with a member of the engineering department will represent the Company at these meetings.
  - c) All present and future production standards will be posted in each department where applicable.
  - d) Once standards are set they will remain in effect unless there is a change in method process or equipment that would affect the accuracy of the standard, such standards will only be revised to the extent of the affected elements.
- 25.03** The Company will recognize the Union Time Study Representative for the purpose of investigating production standard disputes.

In the event of a dispute on any standard, a stop watch method will be used for verification and shall include allowance of 6% for rest periods and wash ups, 5% for personal relief and fatigue and up to 4% for immeasurable delays.

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

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

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

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

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

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

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

## **ARTICLE 26 - DISCIPLINE**

- 26.01** A Union representative will be present during all disciplinary actions. When an employee is called to an interview by a member of supervision and the subject of the interview is discipline, the employee will be so informed before the interview, and will be advised to have a Union representative present. The interview will not proceed until a Union representative is present.
- 26.02** When the Company intends or contemplates suspending or discharging an employee they will provide the Union and the employee with written notification explaining the specific charges and reasons for taking the action. An employee shall suffer no loss of employment until having received the official notification and until the Union has had at least three (3) working days to investigate and make representation to the Company.

Notwithstanding the foregoing, where the circumstances of a case may make it inadvisable to

retain an employee in the plant, such employee will be suspended without pay, pending the hearing, which will be held within one (1) working day of being suspended. The Union may request an extension of up to three (3) working days to investigate the incident.

- 26.03** A copy of all written disciplinary actions must be given to the employee concerned and to the Plant Committee.
- 26.04** The Company agrees that it will take disciplinary action within five (5) working days after the time it becomes aware or ought to have become aware of the circumstances giving rise to the discipline.
- 26.05** Any written disciplinary action including suspensions, will be removed from an employee's record twelve (12) months after the date the discipline was issued.
- 26.06** The term "working days" when used in this collective agreement for disciplinary procedures shall exclude Saturdays, Sundays, holidays and plant shutdowns periods as defined herein, unless the employee works on these days.

#### **ARTICLE 27 - LEAVE OF ABSENCE**

- 27.01** A leave of absence of up to sixty (60) calendar days may be granted by the Company to an employee with at least one (1) year's seniority as follows:
  - a) The employee must give at least five (5) working days notice unless waived by the Company.
  - b) The request must be in writing on a form provided by the Company and must include reasons for the request.
  - c) The request must be for a valid reason and must not be to seek or obtain employment elsewhere, except in the case of an employee who is on notice of layoff, who has secured alternative employment and whose early departure will not cause undue interference with the Company's operations.
  - d) The employee must take any accumulated vacation time as part of the leave.
  - e) The Company may reject a request if the leave is for an invalid personal reason or the leave will have an adverse affect on the Company's ability to operate the plant efficiently. Any rejection will be in writing with an explanation.
  - f) Extensions to the sixty (60) calendar day period may be granted by mutual agreement between the Company and the Union.
  - g) The Union will receive a copy of all requests and responses.
- 27.02** An employee with seniority, elected or appointed to a full-time position in the Local Union, National Union, CAW, OFL, CLC, elected or appointed to a full-time government position will be granted a leave of absence without pay for the length of his/her appointment. During such leave, the employee's benefits will cease, but seniority and pension credits will continue to accrue.

**27.03**

- a) The Company shall grant a leave of absence to employees on written request made by the President of the Local Union or the Plant Chairperson or their designate at least five (5) working days prior to commencement of the requested leave for the purpose of attending to Union business. The five (5) working day notice required may be waived by the Company if an emergency situation made it impossible for such advance notification to be provided. Such leave shall not exceed five (5) employees in the plant at one time.
- b) The Company, upon request, will continue to pay wages, benefits and other remittances required for employees on Union leave authorized pursuant to the provisions of this Article 27.03. The Company will bill the local 222 Union for reimbursement of its cost for payment of such wages and the Employer contribution for Canada Pension Plan, Unemployment Insurance and the Employer Health Levy.
- c) All billings are payable by the Local Union upon receipt.

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

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

- a) Before receiving the leave, or an extension, the employee shall provide the Company with satisfactory evidence he/she has been accepted as a student by the recognized college, university or school.
- b) On expiry of each term or semester the employee shall provide the Company with proof of attendance.
- c) Leave may be extended for additional periods not to exceed one (1) year each.
- d) Provided the student's course of instruction is related to his/her employment opportunities with the Company, seniority shall accumulate during the leave. Attendance at primary or high school shall be regarded as meeting this provision.
- e) While attending a course of instruction not meeting the requirements of (d) above, seniority will not accumulate and all Company paid benefits will cease. However, the employee may elect to pay for benefits as provided under the Insurance Plans.
- f) Employees returning from such leaves shall notify the Company of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such notice.

**27.06** An employee with seniority who is unable to work because of illness or injury and who furnishes satisfactory evidence to the Company shall be granted a medical leave of absence while disabled, equal to their seniority at the date of disability or five (5) years, whichever is greater. He/she will be returned to work in accordance with his/her seniority, provided he/she furnishes satisfactory medical evidence of recovery.

**27.07 - Parental Leave**

- a) Upon application by a female employee with seniority, the Company agrees to grant a leave of absence without pay for up to twelve (12) months to the employee in the case of the birth or legal adoption of a child. Upon application by a male employee with seniority, the Company agrees to grant a leave of absence without pay of up to one (1) week (five working days) in the case of the birth or legal adoption of his child within the family.
- b) Upon completion of the twelve (12) months leave of absence, or earlier, an employee will advise the Company in writing of her intention to return to work which will be arranged immediately.
- c) Employees returning from parental leave will be returned to their former job. If the former job does not exist, an employee will be provided with a comparable job at not less than her wages at the time her leave of absence began.
- d) Leaves of absence granted under this provision may be extended by mutual agreement of the Company and the employee involved.
- e) Group benefits will be provided by the Company for the first twelve (12) months of any parental leave.
- f) Any amendments to the Employment Insurance Act and/or the Employment Standards Act that confer greater parental leave of absence privileges than outlined herein will be immediately complied with.

**27.08 - Public Office Leave of Absence**

- a) An employee with seniority, elected or appointed to a full-time federal, provincial or local public office, will receive a leave of absence without pay or benefits for the period of his/her first term of active service in such public office.

Additional leaves of absence for service in such office may be granted at the option of management upon written application by the employee.

- b) Any employee granted such leave of absence shall be entitled to reinstatement on the completion of the leave at the then current rate of pay to such work as he/she may be entitled on the basis of the seniority provisions of this Agreement. Seniority and pension rights will continue to accumulate during the period of such leave of absence.
- c) The employee's request for leave of absence may also include the necessary time to campaign for such office. (Such time is not to exceed six months).

**27.09 - Paid Education Leave**

- a) The Company agrees to pay into a special fund three (3) cents per hour, per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such moneys to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address: CAW Leadership Training Fund, 205 Placer Court, Willowdale, Ontario, M2H 3H9. The Company will provide each Plant Chairperson a copy of the information related to funding on a quarterly basis broken out by the plant.
- b) The company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted leaves of absence without pay for twenty (20) days class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve month period from the first day of leave. The Company will be provided with two weeks advance notice, in writing, of any scheduled paid education leave for any members of the bargaining unit. In addition it is agreed that no more than five (5) employees from the plant may be granted such leaves at the same time. Employees on said leaves of absence will continue to accrue seniority and benefits during such leaves.
- c) The Company agrees to consider participating in establishing the B.E.S.T program when there are a sufficient number of interested employees in a plant.

**ARTICLE 28 - BULLETIN BOARD**

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

**ARTICLE 29 - COPY OF AGREEMENT**

- 29.01** The Company will provide a copy of the Collective Agreement in booklet form printed by a Union printer to all current and future employees.

The Company agrees to work with the Union to ensure that copies of the Collective Agreement are made available in a timely manner.

- 29.02** The Company shall also supply an outlined brochure of all the Company paid benefits such as insurance, vision care, dental plan, pension, etc.

**ARTICLE 30 - PAY DAY**

- 30.01** Pay day shall be once per week on Friday in the a.m. In the event that a paid holiday falls on a Friday, pay day shall be the Thursday preceding the holiday.



Employees' pays shall be deposited in each employee's bank of choice. When an employee has a pay shortage of more than two (2) hours pay the discrepant amount will be paid on the day following the issuing of the pay stub.

- 30.02** All employees' pay cheque stubs shall be issued as soon as available, but no later than Thursday, employee's Social Insurance Number will not appear on the stub.

Pay cheque stubs and personal documents of a confidential nature shall be issued in individual sealed envelopes.

- 30.03** The pay week shall be Monday to Sunday inclusive, to be paid on the Friday immediately following.

- 30.04** The Company agrees to offer weekly United Way or Credit Union payroll deductions provided written authorization is received from the employee concerned.

### **ARTICLE 31 - CONTRACTING OUT**

- 31.01** The Company will not contract out work if such work can be performed by bargaining unit employees presently at work or by employees who might be on layoff at the time such work is necessary, provided the Company has the necessary facilities, capacity, and equipment to perform such work and provided such work can be performed in a manner that is competitive in terms of cost, quality and within projected time limits. Upon request, such information will be provided to the Union.

Before any work is contracted out (except for short term emergency requirements), local management will discuss its intentions with the Plant Committee. When possible, a three (3) week notice will be given. In such discussions, the Company will explain its reasons for its tentative decision to contract out work and give the Local Union an opportunity to suggest ways in which the work might otherwise be performed. The Company will give due consideration to the suggestions of the Local Union before making its final decision as to whether or not such work will be contracted out.

Upon request, within thirty (30) calendar days of a major extended plant layoff, work which has been contracted out will be reviewed by a Committee made up of the Plant Chairperson from the plant and the National Union and provided the work can be performed within the parameters of paragraph one, will be returned to A. G. Simpson unless laid off employees will be recalled within the ninety (90) calendar days.

In the event there are disputes related to outside contracting the appropriate Company Director of Operations along with the Plant Manager, will meet with the Plant Committee and National Union upon request, at a convenient time and place, in an effort to ensure that proper discussions and other aspects of this provision are being applied.

### **ARTICLE 32 - UNION OFFICE**

**32.01** The Company will continue to provide office space for the Union Chairperson, Committeepersons, Stewards, Health and Safety Co-chairperson, and Substance Abuse Representative as currently exists or as otherwise mutually agreed to. These offices will be properly heated, ventilated and air conditioned as well, equipped with proper office furniture and maintained to the standards of other offices in the plant. The Company will reimburse the Union for the monthly flat rate charges for the phone in each office, and for long distance charges between Union and Company offices in the plants of the Company. The Company further agrees to provide up to \$2500.00 of office equipment upgrades in the plant as required by the Union. The Company agrees to pay for the costs of the additional phone line for fax machines and to provide company e-mail service in the Chairperson's office.

### **ARTICLE 33 - TUITION FEES AND BOOKS**

**33.01** The Company recognizes the importance of continuing education, and encourages employees to participate and investigate job-related furtherance of those skills.

Employees are invited to approach management regarding courses of this nature; all requests shall be considered and will not be unreasonably denied. Programs approved will be reimbursed by the Company, to include all necessary books and tuition fees, upon successful completion. It is understood and agreed that reimbursement for any employee pursuant to this Article will not exceed \$600.00 in any one (1) calendar year.

### **ARTICLE 34 - TRANSFERS OUT OF BARGAINING UNIT**

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

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

### **ARTICLE 35 - NEW EMPLOYEE ORIENTATION**

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

**ARTICLE 36 - INTERPLANT TRANSFERS**

- 36.01** An employee with seniority may request a transfer from one plant to another, and such request shall be submitted by the Plant Committee to the plant manager, in writing. Such plant manager shall forward the written request to the plant manager of the plant to which the transfer is requested, with a copy to the Plant committee at such plant. Such written request must be renewed at least every **six (6)** months if it is to remain current for purpose of this Article.
- 36.02** Before a new employee is hired for a job covered by this Agreement in the plant, a notice of intent to hire will be posted in the other plants. Employees in other plants who want to transfer to the hiring plant must advise the Company, in writing, of their desire to transfer as per Article 36.01 or within five (5) working days after the posting of the notice. If any employees submit a transfer request before the expiry of the said five (5) working day period, the most senior of such employees who **is** able to perform the job available will be granted the transfer and must report within ten (10) working days to the new location to work. Notwithstanding any other provision of this Agreement, the Company may fill the job for the period of up to ten (10) working days in any manner the Company deems appropriate, while waiting for the transferring employee to report.
- 36.03** Seniority employees transferred under this Article will commence work at the new plant as though they have served their first forty-five (45) working days (360 hours). Hence they will be credited with this so as to waive their probationary period. Employees transferring on the same date will be ranked in relationship to each other on the seniority list of their new plant based on their full Company bargaining unit service.
- Employees granted a transfer under this Article shall have their start date back dated so that they have greater seniority than any employees on probation on the date of hire at their new plant.
- 36.04** For the purpose of job posting, layoff and recall in a new location, the employee will forfeit all of his/her prior accumulated seniority, but will maintain all benefits pertaining to his/her length of service with the Company.
- 36.05** An employee who is transferred under this Article shall retain seniority in the plant from which the transfer occurred for a period of twelve (12) months from the date of the transfer for the purpose of returning to his/her former plant in the event he/she is laid off at his/her new plant. Upon application, such employee will only be able to return to a vacancy in his/her former plant and will not be entitled to displace any employees in the former plant.
- 36.06** An employee on layoff who applies for and receives an interplant transfer shall retain their seniority and recall rights to their former plant. They shall forfeit seniority in their former plant only if they decline recall to such plant.

**ARTICLE 37 - SUBSTANCE ABUSE**

- 37.01** Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and

assisting employees towards full rehabilitation. The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of such employees to appropriate counselling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits for up to 26 weeks to such employees while under a medically prescribed course of treatment.

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

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

### **Drug Testing**

**37.02** The parties have discussed at length the issue of mandatory drug and alcohol testing in the workplace. In recent years, this issue has been the subject of considerable public debate and a number of legal cases in various jurisdictions. The parties agreed that the debate and case law in this area is still evolving and it is yet unclear whether such testing will be unconditionally supported by the courts.

Some governments have also introduced mandatory drug and alcohol testing laws for specific job functions. These laws recognize the concerns of a number of these legislators regarding the adverse effects of substance abuse on families, the workplace and the general public.

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

### **ARTICLE 38 - TOOLS**

**38.01** The Company agrees to provide tools required for employees employed in the Production Group that are related to their job. The Company agrees to replace worn out or broken tools at no cost to employees.

### **ARTICLE 39 – SOCIAL JUSTICE FUND**

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

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

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

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

**ARTICLE 40 - APPENDICES**

- 40.01** Attached hereto and forming a part of this Agreement is Appendix "A" covering Schedule of Classification and Wage Rates.
- 40.02** Attached hereto and forming a part of this Agreement is Appendix "B" covering Skilled Trades.
- 40.03** Attached hereto and forming a part of this Agreement is Appendix "C" covering Apprenticeship Program.
- 40.04** Attached hereto and forming a part of this Agreement is Appendix "D" covering Letters of Understanding.

**ARTICLE 41 - TERMINATION**

- 41.01** This agreement will remain in effect from **May 25, 2006 to May 15, 2009** and unless either party gives to the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in full force and effect from year to year thereafter.

Notice that amendments are required or that either party intends to terminate the Agreement will only be given during the period of not more than ninety (90) days prior to the expiration of said Agreement.

This agreement is hereby signed on behalf of the parties hereto by their authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

A.G. Simpson  
Automotive Inc.

National Automobile, Aerospace,  
Transportation and General Workers  
Union (CAW Canada) (Local - 222)

**Grahame Wright**  
**Carl Carr**  
**Pat Ferreira**  
**Greg Smith**  
**Jan Taylor**

**John Scanlan**  
**Ed Ochej**  
**Glen Gray**  
**Dave Spackman**

## APPENDIX "A"

**Schedule of Production Classifications and Wage Rates  
OSHAWA PLANT**

**NOTE: These Base Rates reflect COLA fold-in, the \$0.10 increase on May 26, 2006, and the \$0.10 base rate increase effective May 15, 2008**

<b>Classifications</b>	<b>May 25/06</b>	<b>COLA</b>	<b>May 26/06</b>	<b>May 15/08</b>
Die Setter Lead Hand *	23.98	1.57	25.65	25.75
Inspector Layout *	23.96	1.57	25.63	25.73
Die Setter *	23.46	1.57	25.13	25.23
Inspector *	23.44	1.57	25.11	25.21
Robotic press line operator	23.38	1.57	25.05	25.15
Production Utility	23.44	1.57	25.11	25.21
Polish Set-Up Operator	23.24	1.57	24.91	25.01
Shipper / Receiver *	23.05	1.57	24.72	24.82
Lift Truck Driver *	22.95	1.57	24.62	24.72
Lubricator *	22.74	1.57	24.41	24.51
Tool Crib Attendant *	22.54	1.57	24.21	24.31
Janitor	22.02	1.57	23.69	23.79
Utility Person	22.02	1.57	23.69	23.79
Press Operator	21.92	1.57	23.59	23.69
Production Worker	21.85	1.57	23.52	23.62
Operator Heavy	22.62	1.57	24.29	24.39
Crane Operator *	22.95	1.57	24.62	24.72
Drawcoat Attendant *	23.03	1.57	24.70	24.80
Flat Polish Operator *	23.77	1.57	25.44	25.54
Solution Maintenance Operator *	23.26	1.57	24.93	25.03
Effluent Washer & Pixie Op. Mtce *	23.26	1.57	24.93	25.03
Assembler	21.85	1.57	23.52	23.62
Hoist Line Operator *	23.03	1.57	24.70	24.80
Plating Rack Builder *	22.79	1.57	24.46	24.56
Plating Rack Set-Up *	22.04	1.57	23.71	23.81
Inspector Visual *	22.43	1.57	24.10	24.20
Hand Polisher *	23.03	1.57	24.70	24.80
Assembly Sequencer	17.01	1.57	18.68	18.78
<b>Nickel Loader</b>	<b>23.26</b>	<b>1.57</b>	<b>24.93</b>	<b>25.03</b>

### Schedule of Skilled Trades Classifications and Wage Rates

Classification	May 25/06	COLA	May 26/06	May 15/08
Tool and Die Maker	27.89	1.57	29.56	29.66
Electrician	27.89	1.57	29.56	29.66
Plumber	27.89	1.57	29.56	29.66
Millwright	27.89	1.57	29.56	29.66
Motor Mechanic	27.89	1.57	29.56	29.66
General Machinist AA	27.89	1.57	29.56	29.66
Welder Maintenance Tool	27.89	1.57	29.56	29.66
Stationary Engineer Class 1	27.89	1.57	29.56	29.66
Stationary Engineer Class 2	27.89	1.57	29.56	29.66
Stationary Engineer Class 3	27.22	1.57	28.89	28.99
Stationary Engineer Class 4	26.45	1.57	28.12	28.22

**Note:** The class 2 operating engineer holding the lead hand position, will be recognized by the Company as the chief operating engineer as laid out in the Operating Engineer Act of Ontario.

As per the memorandum of settlement September 20, 2002, the parties agree to freeze wages at the levels in place on July 29, 2002 for the duration of the Collective Agreement less \$0.10 per hour for all employees.

#### 1. Shift Premiums:    Afternoon shift            Nightshift

July 29/99            80 cents            \$1.00 cents

July 29, 2001            Weekend shift starting @ 11:00 pm - night shift premium

Weekend shift starting @ 11:00 am - afternoon shift premium

#### 2. Lead hands:

The Company may pay a premium of up to thirty cents (30c) per hour for various Lead Hands, if required.

**Lead Hands Postings:**

Lead Hand positions shall be job posted and such Lead Hands shall have no rights over and above other employees including preferential seniority **or** overtime opportunities. Lead Hands shall be subject to all terms of this collective agreement and shall not be involved in the hiring, separation or disciplinary procedures of the Company.

**3. Start rate:**

The parties agree that wage rates for any new production classification employee joining the Company following the date of ratification (September 25, 2002), will be paid according to the following schedule:

1 <sup>st</sup> year of employment	85% of the wage shown on the schedule
2 <sup>nd</sup> year of employment	92% of the wage shown on the schedule
3 <sup>rd</sup> year of employment	100% of the wage shown on the schedule

The parties agree to review in **the** plant an appropriate wage rate for any assembly, sequencing or welding work that results from new work coming into **the** plant.

Training/Trial Period: With reference to asterisks (\*) in this Appendix "A", see Article 12.03.



**APPENDIX "B"**  
**SUPPLEMENTARY AGREEMENT - SKILLED TRADES**

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

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

2. Seniority in the skilled trades shall be by non-interchangeable occupations or trades. Seniority lists shall be by basic trade or classification within each plant.
3. Employees presently working under the classifications or trades listed in Exhibit "A" shall have their total seniority in their classification or trade as credited by prior Agreement. Future employees entering a classification or trade shall have date of entry seniority in the skilled trades as listed in Exhibit "A", except in the case of apprentices whose seniority is covered in the Apprenticeship Program attached hereto and marked Appendix "C"
4. Production workers will not carry seniority into the trades or classifications listed in Exhibit "A" nor will skilled trades workers exercise seniority into production or non-production groups except where a classification or trade listed in Exhibit "A" is discontinued or eliminated.
  - a) Such employee will then exercise his/her total Company seniority for the purpose of displacing a junior employee in a classification listed in Exhibit "A" for which he/she is qualified, or shall exercise all of his/her Company seniority in the production group under the Agreement.
  - b) Should a skilled trades employee become medically unfit and unable to follow his/her skilled trade, both the Company and the Union will co-operate in endeavouring to place such an employee on a job he/she is capable of performing satisfactorily, taking his/her total seniority with him/her. However, if placed in a non-skilled classification he/she shall then forfeit all rights within the skilled trades.
5. The term "journeyman/woman" as used in this Agreement shall mean any person:

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

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

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

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

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

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

Supplemental employees shall receive their own rate or ten (10) cents below journeyman/woman's rate of the classification or trade, whichever is the greater.

Meaningful discussion will take place with the skilled trades committee person prior to production employees being transferred under this Article.

9. In the event of an increase or decrease in force in any skilled trade or classification as designated in Exhibit "A" the following procedure shall apply:
  - a) First supplemental, second probationary employees will be laid off from their skilled trade classification.
  - b) If any further employees are to be reduced from any skilled trade classification as listed in Exhibit "A", such employee will be laid off or transferred in order of his/her seniority from such skilled trade classification.
10. Should a skilled trades employee possessing journeyman/woman's qualifications in another trade as listed in Exhibit "A", request a transfer, or be transferred from his/her present classification into another skilled trades classification, he/she shall retain seniority in his/her former classification for thirty (30) days, after which he/she will forfeit his/her seniority rights in his/her former skilled trades classification from the date of entry. This transfer shall not apply to layoff or recall and is limited to once yearly.
11. Recalls shall be made in reverse order of layoffs.
12. The Company and the Union agree that the Apprenticeship Program, including the apprenticeship standards, attached hereto and marked Appendix "C", as negotiated between the Company and the Union, shall be considered as an inseparable part of this Agreement.
13.
  - a) A lead hand of skilled trades employees shall be defined as one who is a skilled trades employee, who while engaged in his/her regular skilled trades occupation leads or processes the work of two (2) or more employees.
  - b) Only a journeyman/woman shall be considered as a lead hand in his/her respective trade, on the understanding that this does not prohibit such lead hand from leading other skilled trades groups.
  - c) The rates for lead hands are detailed in the schedule of wages attached to the Collective Agreement.
14. All work performed in the skilled trades requiring the services of a journeyman/woman that is done by members of the bargaining unit shall be done by employees who are covered by the classifications and rates as outlined in this Agreement between the Company and the Union.
15. The Company agrees shifts in the skilled trades will be on a rotating basis unless mutually agreed otherwise.
16. Except in the case of stationary engineers, there shall be no numerical or alphabetical classifications within the skilled trades and all employees within a given trade classification shall be paid the same rate.

17. The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council. The Union will advise the Company, in writing, of the amount of such dues, and of any changes in the amount of such dues, before deductions or changes in such deductions are made.

First deduction to be made from the employee's first pay received after completion of the probationary period. Further deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

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

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

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

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

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

No Skilled Trades employee will be laid off while there is work related to his/her trade available that he/she is capable of performing.

It is recognized that at times and for varying reasons it may be necessary to contract out skilled trades work. Prior to soliciting bids and prior to contracting out any skilled trades work there will be meaningful discussion between the Company and the Union.

At this meeting the Company will provide the Union with all relevant information including describing the nature and scope of the project, estimated costs, dates within which the work must be completed, trades, skills and manpower required and why the service of an outside contractor is being contemplated.

The Company will examine any alternatives proposed by the Union and provided they are competitive, meet time limits and bargaining unit employees are capable of performing the work, the Company will adopt such alternative.

When contractors are involved in the installation, alteration or repair of equipment or tooling, bargaining unit employees in the appropriate trades **will** be assigned to assist or observe in the installation, alteration or repair.

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

### **Exhibit "A"**

The Company agrees the classifications listed will be maintained until **May 15, 2009**. Skilled trades for the purpose of this supplementary Agreement on Skilled Trades shall be as follows:

- 1) Millwright
- 2) Electrician  
-industrial  
**-construction/maintenance**  
(Note-Electricians will serve 9,000 hour apprenticeships)
- 3) Tool and Die Maker
- 4) Welder-Maintenance and Tool
- 5) Motor Mechanic
- 6) **Plumber/Pipefitter/Steamfitter**
- 7) General Machinist (AA)
- 8) Stationary Engineer
  - Class 1
  - Class 2
  - Class 3
  - Class 4

**APPENDIX "C"**  
**APPRENTICESHIP PROGRAM**

- a) **APPRENTICESHIP STANDARDS** - the following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), and its Local Union 222.
- b) **PURPOSE** - The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.
- c) **DEFINITIONS**
- (1) The term "Company" shall mean A.G. Simpson Co. Limited.
  - (2) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada), and its Local Union 222.
  - (3) "Registration Agency" shall mean the Apprenticeship Branch, of the Ministry of Skills Development;
  - (4) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and his/her parent or guardian if he/she is a minor, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee, approved by the Supervisor of Apprentices and registered with the Registration Agency;
  - (5) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she has been assigned under these standards and who is covered by an Apprenticeship Agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agency;
  - (6) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards;
  - (7) "Supervisor of Apprentices" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship;
  - (8) "Standards of Apprenticeship" shall mean this entire document, including these definitions.
- d) **APPLICATION** - Application for apprenticeship will be received by the Human Resources Department of the Company from applicants considering themselves eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee. However, it is understood that the final selection and hiring of the

apprentices is the sole responsibility of the Company. It is understood and agreed that the provisions of Article 12.04 dealing with job posting will not apply to the final selection process.

e) **APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

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

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

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

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

f) **CREDIT FOR PREVIOUS EXPERIENCE**

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

g) **TERMS OF APPRENTICESHIP**

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

h) **PROBATIONARY PERIOD**

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

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

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

i) **HOURS OF WORK**

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

j) **RATIO**

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

k) **DISCIPLINE**

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

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

l) **WAGES**

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

- 1st 1,000 hours-not less than 60% of the journeymen /women's wage rate
- 2nd 1,000 hours-not less than 65% of the journeymen /women's wage rate
- 3rd 1,000 hours-not less than 70% of the journeymen /women's wage rate
- 4th 1,000 hours-not less than 75% of the journeymen /women's wage rate
- 5th 1,000 hours-not less than 80% of the journeymen /women's wage rate
- 6th 1,000 hours-not less than 85% of the journeymen /women's wage rate
- 7th 1,000 hours-not less than 90% of the journeymen /women's wage rate
- 8th 1,000 hours-not less than 95% of the journeymen /women's wage rate

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

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

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

An apprentice, having successfully completed the full term of his/her apprenticeship and having received his/her Certificate as a Journeyman/woman from the Ministry of Skills Development will



receive not less than the minimum rate applicable to Journeymen/women in the Trade in which he/she has served his/her apprenticeship.

m) **ACADEMIC TRAINING**

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

n) **JOINT APPRENTICESHIP COMMITTEE**

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

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

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

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

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

- (8) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

o) **SUPERVISION OF APPRENTICES**

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

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

p) **SENIORITY**

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

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

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

q) **APPRENTICESHIP AGREEMENT**

The following shall receive copies of the apprenticeship agreement.

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

r) **CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

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

## **APPENDIX "D"**

### **LETTERS OF UNDERSTANDING**

#### **Able to Perform:**

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

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

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

#### **Operational Flexibility:**

It is recognized that our futures are closely linked and that our cooperation in working toward advanced technologies, processes and methods is fundamental to our survival in the marketplace. To this end, the Company and the Union mutually agree to explore flexible operational methodologies together to increase cost competitiveness, manufacturing capability and quality. Included in these methodologies are Quick Die Change (QDC), Self-Directed Work Teams and other such modern process that the parties mutually agree to.

#### **Operational Improvements Required:**

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

#### **AIDS in the Workplace:**

The Company and the Union recognize and agree that AIDS is an illness and falls within the definition of handicap contained in the Human Rights Code. As a result, there will be no discrimination against any employee with AIDS except as prescribed by the Human Rights Code. In addition, any employee with AIDS who is capable of reporting to work and performing his/her regular job will not be transferred, isolated or otherwise have his/her seniority rights violated by virtue of having this illness.

#### **Reinstated Grievances:**

During negotiations of the Collective Agreement the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and

violative of the fundamental principles of collective bargaining. However, in those instances where the National Union (CAW-Canada), by either its (i) Executive Board, (ii) Public Review Board, or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Director of Labour Relations in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

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

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

### **Technological Change:**

When the Company is considering the introduction of technological change affecting members of the Bargaining Unit, the Union shall be notified sixty (60) calendar days in advance of the introduction of such change and kept up to date as new developments arise and modifications are made.

The Company agrees to provide for continuing consultation and co-operation with the Union in respect to relocation and/or retraining of employees who are displaced as a result of the introduction of new technology or modification of existing equipment.

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

### **Employee Request to Review Personal Work History Folder:**

Once each year, each employee with seniority may request permission to review his/her personal work history folder by completing a request form supplied by the Company. Contents in the folder cannot be copied or removed during such review. Such requests will be granted by the Human Resources Department. It is agreed and understood that the review will be scheduled by the Human Resources Department during the hours of 8:30 a.m to 4:30 p.m, Monday through Friday. Furthermore, each review will take place in the presence of a member of the Human Resources Department. An employee requesting a review of his/her personal work history folder recognizes that the review may only take place during hours noted above and outside the employee's normal working hours.

It is understood that the grievance procedure shall not apply with respect to disagreements that arise from said reviews unless it can be shown that provisions within the Collective Agreement have been violated.

**Grievance Procedure:**

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

**Pay Equity:**

The plant shall be considered one establishment.

**Human Rights Training:**

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

**Students:**

The Company will be permitted to hire students between April 15 and September 15 each year provided there are no seniority employees on layoff. The Company agrees to give preference to children of employees. Students will not work week day overtime until all seniority employees on the shift capable of performing the work have been asked to work. Weekend overtime **will** be offered to seniority employees first. They shall be paid overtime rates in accordance with the overtime provisions of the Agreement. Students shall be paid eighty-five (85) percent of the start rate for the classification in which they are performing work. The Company will not hire students to circumvent hiring full time employees.

**Apprenticeship Program:**

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

**CSB:**

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

**Incentives:**

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

**Surveillance Cameras:**

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

**Employee Assistance Programme:**

It is agreed that effective July 29, 2000, an EAP will be implemented.

The Company's cost per employee will not exceed the projections in the proposal.

**Emergency Phone Calls:**

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

Security will maintain records of all emergency calls.

**Benefit Forms:**

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

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

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

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

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

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

**Letter #1 – RE: PRODUCTION WORK CONTRACTED OUT**

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

**Letter #2 – RE: TRANSFERAL OF WORK BETWEEN PLANTS (1-98)**

When circumstances dictate that work must be transferred between plants of the company, the Company will first advise the Union, explaining the reasons for such transfer of work.

Further, the Company will give the Union the opportunity to provide input as to alternatives to such transfers and will give such input serious consideration. The final decision, however, will remain with the Company.

**Letter #3 – RE: ARTICLE # 30 – PAY SHORTAGES (2-98)**

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

**Letter #4 – RE: ATTENDANCE DISCIPLINARY POLICY (3-98)**

This will confirm that the parties agreed the following disciplinary steps will become part of the progressive procedure only as it relates to Attendance Disciplinary steps, as follows: Verbal, Written, 3 -day Suspension, 10 –day Suspension, 20 -day Suspension, Termination. Additionally, it was agreed that each late and/or left early occurrence would be counted as a ½ infraction.



**Letter #5 – RE: SAFETY FOOTWEAR (4-98)**

This will confirm that the plants will invite at least 3-three different safety shoe sales vendors to attend at the plants, to provide a wider choice of such equipment for employees. Further, the Company will provide the opportunity to the employees to make payment for such safety footwear by payroll deduction.

**Letter #6 – RE: INSURANCE CARRIER (5-98)**

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

**Letter #7 – RE: 24 HOUR CLOCK (7-98)**

This will confirm that the following represents the existing, established mutually agreed practice regarding the commencement of the workweek and the method by which overtime premiums are applied.

The first regular shift of the workweek is the night shift, which commences at 11:00 p.m. on Sunday\* (this is the Monday shift). In accordance with Article 14.01, the hour worked between 11:00 p.m. and midnight Sunday, is part of the regular workweek, and is paid at straight time. The work day, then, runs from 11:00p.m. to 11:00p.m., twenty-four hours later and with the commencement of a new work day, at 11:00p.m. the rate to be paid will be the rate of the new day (straight time, or, time and one half for Saturday, double time for Sundays/Holidays).

\*Where a plant's workweek commences other than 11:00p.m. however, the forgoing philosophy applies equally. Some overtime pay scenarios.

- 1) An employee works a regular Friday Afternoon shift (3:00p.m. to 11:00p.m.) and continues to work an additional four hours (11:00p.m. – 3:00a.m.). The additional four hours is overtime, is part of Saturday shift (since it commences in a new "workday", 11:00pm. Friday) and is paid at time and one half. The same employee leaves work and returns, to work additional hours on that same Saturday. The employee will be paid at time and one half for the next four hours worked on that day and at double time for any hours worked thereafter, on the same workday.
- 2) An employee who works between the hours of 11:00p.m. Saturday and 11:00p.m. Sunday is paid double time for all such hours worked. If that employee works contiguously beyond 11:00p.m. on the same Sunday, the pay rate shall be at straight time since a new workday commenced at 11:00p.m. The employee's first eight hours worked after 11:00p.m. Sunday shall be at straight time, the next four hours at time and one half and any hours thereafter, until 11:00p.m. Monday, at double time.
- 3) Since the workday commences at 11:00 p.m., any hours which an employee worked immediately preceding and contiguous to that 11:00p.m. shift shall be paid at the rate of pay that applies to the prior (pre – 11:00p.m.) workday.
  - e.g. 1) An employee's scheduled shift is the regular first shift of the week, 11:00p.m. Sunday. The employee also works the four hours (7:00p.m. – 11:00p.m.) prior and contiguous to the regular

shift start. The premium shall be double time since the hours are worked on the Sunday workday.

- e.g. 2) An employee working a shift commencing at 11:00p.m. Saturday shall receive double time for any hours worked during the 11:00p.m. Saturday to 11:00p.m. Sunday workday, but should the employee work hours which contiguously precede 11:00p.m. Saturday they shall be paid at time and one half, unless the employee has already worked eight hours on that Saturday.

Although other examples, which will require the attention of the parties, will probably arise in the future, by following the preceding simple philosophy consistently we should be able to settle any such difference expeditiously.

**Letter #8 – RE: APPENDIX “B” – SKILLED TRADES (8-98)**

During our 1998 negotiations concerns were raised regarding the outsourcing of Skilled Trades work and training needs to upgrade the skills of employees in specific classifications.

The Company recognizes that in some locations items 19 and 21 of Appendix “B” of the Collective Agreement have not been administered in the manner in which they were intended.

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

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

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

**Letter #9 – RE: TIMELY GRIEVANCE RESPONSES/PERSONAL HARASSMENT (9-98)**

During the 1998 negotiations the two subject issues required considerable discussions between the parties and where such problems exist, the Company shares your concerns and is determined to achieve improvement,

The Company proposes that effective with the signing of the 1998 Agreement, monthly meetings will be scheduled at each plant immediately preceding or following the meeting referred to in the letter headed Appendix “B” – Skilled Trades dated June 14, 1998 (re-signed June 8, 2001, as [Unpublished Letter #8-98] now as Letter 8).

The Director of Operations and Plant Management representatives will meet with the Plant Committee at

the Plant to fully discuss any concerns that arise on these two (2) issues.

The parties agree that it is not their intention that the merits of any individual grievance(s) will be discussed at such meeting.

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

**Letter #10 – RE: RECALL LIST OF FORMER CLASSIFICATIONS (2-01)**

During recent negotiations the parties agreed that the implementation of a Recall List of Former Classifications would be addressed as follows:

At each of the Company's facilities where a system already exists that tracks the formerly held classifications of employees who have been laid off, such system will continue to be used to enable the application of 11.03a) of the collective agreement.

The Company will introduce a new, consistent tracking system in all facilities. As this new system is introduced into each of the facilities, it will replace any previous tracking system. The new tracking system will be in place at **all** of the Company's facilities no later than September 15, 2001.

**Letter #11 – RE: INCAPACITATED EMPLOYEES (3-01)**

The parties agree that by September 30, 2003 of this Agreement, a Disability Management Program will be in place. This program will deal with incapacitated employees, as defined in Appendix "D" Incapacitated Employees of the 1998-2001 Collective Agreement.

It is agreed that the Disability Management Program will include the intent of the "Incapacitated Employees" letter, as follows:

(Incapacitated Employees):

It is the intent of the Company and the Union that in the event an employee becomes physically handicapped and is unable to continue his/her job, with or without modifications, that every reasonable effort will be made to place such employee in another job as soon as possible.

This provision shall not preclude the Company from placing an employee who has suffered an injury or illness on another job within his/her capabilities. Immediately upon such placement, the Union will be advised. The Company and the Union will then review all relevant circumstances and will make every reasonable effort to determine, by mutual agreement, the most appropriate work for such employee in light of his/her capabilities. Such determination will be made in accordance with the following terms and conditions:

- a) When another job is or can be made available within the Bargaining Unit the Company and the Union may by mutual agreement assign such employee to the job, provided the employee has sufficient seniority to work within an agreed classification. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the Company and the Union.

- b) All such placements should be in an existing classification and as closely related to the injured workers regular job and shift as possible.
- c) An employee assigned under this provision must submit proper medical evidence of his/her disability with restrictions and limitations clearly identified.
- d) In the event of concerns related to an employee's capabilities, then arrangements will be made with an independent medical specialist selected by mutual agreement who will assist the parties in making a final and binding determination.
- e) An employee under this provision must update his/her medical evidence as required or at least annually which may be reviewed by mutual agreement by an independent medical specialist.
- f) The Company and the Union will monitor employees under this provision to ensure the terms and intent of this Letter are being respected.
- g) Employees placed under this provision will be paid the rate of the job or their former rate whichever is the greater.
- h) This provision will apply equally to all disabled employees.
- i) The layoff and recall provisions of the Collective Agreement shall apply in the same manner as if the person had not been disabled.
- j) The Company and the Union agree that as soon as employees placed under this provision are able to return to their normal job functions that they shall be returned to such position.
- k) It is understood and agreed that the distribution of overtime, as set forth in Agreement may not apply to incapacitated employees. Any disputes related to this provision will be subject to the grievance procedure.

**Letter #12 – RE: WORK WEAR (4-01)**

The Company will supply and clean, as required, individual winter and rainwear clothing for those employees who are normally required to work outside. Clothing will include winter coats, winter boots, insulated coveralls, rainwear, weld spats and weld jackets. Additional winter and rainwear clothing will be made available in the tool crib to any employee require to work outside.

**Letter #13 – RE: COPY OF AGREEMENT (6-01)**

The Company agrees to the printing of sufficient spiral bound Collective Agreements for Union representatives.

**Letter #14 – RE: BENEFIT FOR PERFORMING SHORT TERM ASSIGNMENTS (7-01)**

This will confirm our agreement that laid off workers who perform short term work assignments as per Article 15.01 of the collective agreement will receive: the following (Paid Holidays, consistent with the usual qualifiers; Bereavement Leave and pay; Safety Boots; Social Justice Fund contribution; Pension

Credits; Vacation pay accumulation).

Laid off employees who work as prescribed in Article 15.01 will not be allowed time off to observe vacations, personal floaters, etc. However, such employees will be allowed to “book,” not take, and be paid the floater as in Article 13.01(b)(iv).

Employees will only be eligible for such benefits on and for the days on which they worked. The 48 months referred to in Article 10.03 (f) shall commence on the date of the official layoff and work opportunities for laid off employees, as described in Article 15.01 paragraph 2, shall not change the commencement date of this 48 month period.

**Letter #15 – SKILLED TRADES ISSUES (8-01)**

**Contracting Out:** The Company acknowledges that the provisions of section 21 of Appendix “B” of the Skilled Trades collective agreement are not being applied consistently throughout all plants.

In an attempt to resolve issues surrounding the outsourcing of Skilled Trades work, it is agreed that one person in each plant will be appointed by the company as a Contracting Out Coordinator to be held responsible to ensure the provisions of this Article are complied with.

**Training:** The Company renews its commitment to ensuring the Skilled Trades employees covered by this agreement are brought up to, and kept current with training related to their trades. The Company further agrees to jointly develop a training matrix by July 28/2001, to ensure consistency throughout the Corporation. Any issues relative to Contracting Out or Training, as referred to above, that are unable to be resolved locally, may, as an exception to the normal process, be elevated to the Corporate Manager Employee Relations, Director Human Resources, or the Director of Operations.

**Letter #16 – RE: ADVANCE VACATION/VACATION PAY (Reference Article 17  
– was article 18.12)**

This will confirm our agreement reached during the 1998 negotiations, wherein it was agreed that the Company will continue to administer advance vacation/vacation pay in the manner preferred by the Union until May 31, 2001.

Thereafter, vacations will only be utilized in the year of entitlement and advance vacation **pay** will only be payable for vacations taken in the month of June.

## MISCELLANEOUS ITEMS

### **Article 1 – Work Wear**

- 1.01** The Company agrees to provide three (3) changes of coveralls or uniforms to all bargaining unit employees:

The Company agrees to provide five (5) changes of coveralls/uniforms to the Utility and Lubricator classifications, and seven (7) changes of coveralls to any skilled trades personnel.

Classifications with an asterisk will receive acid resistant coveralls.

- 1) all skilled trades personnel\*
  - 2) all skilled trades apprentices\*
  - 3) solution maintenance operator\*
  - 4) Hoist Line Operators\*
  - 5) effluent/pixie operator\*
  - 6) unloaders in the Plate Department\*
- 1.02** All employees who normally work outside the plant will be equipped with winter work wear, boots and rainwear (and seasonal essentials e.g. – sunscreen, glasses).
- 1.03** The Company will agree to provide and clean uniforms for employees in lieu of coveralls on a cost sharing 50/50 basis.
- 1.04** The Company proposes that the JH&SC review the feasibility of shorts, work boots and safety glasses and make their recommendations to the Company. Upon receipt of the JH&SC recommendations, the Company will respond in writing to the JH&SC and the Union.

### **Article 2 – Employee Facilities**

- 2.01** The maintaining and cleaning of plant washrooms will be as follows:
- a) The Company agrees to maintain the washrooms, locker rooms and shower facilities. The Company will maintain a daily cleaning schedule of these facilities at the beginning and the middle of each shift.
  - b) As required, all present washrooms will be kept open and maintained.
  - c) The Company agrees to review the janitorial cleaning schedule with the Union. The Company also agrees to assign another employee to the janitorial duties when the Janitor is absent at the beginning of the **shift**.
  - d) Cleaning of the plant facilities, excluding the upstairs offices, staff washrooms and Human Resources offices, will be bargaining unit work.
  - e) Three (3) suitable lockers will be provided to the Skilled Trade's employees who have been assigned winter coats, rubber boots and safety harnesses.
  - f) The Company agrees to have janitorial employees maintaining the facilities when twenty-five (25) or more employees including outside contractors are working on shift, (Sun 7 a.m. – 12 noon).
- 2.02** Four (4) microwaves, and two (2) refrigerators to be supplied by the Company and maintained for the life of this agreement. The Company agrees to maintain a daily cleaning schedule.

**2.03 Parking Lots:**

- i. When current parking space is insufficient at shift change, additional parking spaces will be provided.
- ii. Proper lighting in the parking lots will be maintained at all times.
- iii. The Company agrees to set up a cleaning schedule of the parking lots. During the summer months, a weekly refuse collection will be carried out, where-as the parking lots will be swept monthly.
- iv. During the winter months, snow removal along with salting and sanding of the parking lots will be as required.
- v. Current entrances/exits will remain open for access to both east and west parking lots.

**Article 3**

**3.01 Automatic Presses** – Senior press operators and/or Operator Heavy’s will be trained and used on automatic presses. When production and customer demands make it difficult to follow this article the Company and Union will immediately meet to resolve the issue.

**3.02 Locker Room** (Locker rooms to be used by bargaining unit employees only)

**3.03 Emergency Phone Calls** – The Company agrees to attempt to contact the employee through their supervisor for a maximum of five (5) minutes. Should the supervisor fail to respond, the employee will be paged directly. Security will maintain a log that identifies the date, time, person calling, employee to be contacted, his/her clock number, contact source, message, time message was delivered, type of importance, security guard taking the message and confirmation of contact time with the employee. These records will be made available by security upon request by the Union.

**3.04 Seating Arrangements** – Upon verification by an ergonomist, ergonomically approved seats will be provided for suitable jobs as required. Agreed areas to be Automated Presses, Loop Area, Grinding on conveyor, Flat Polish Inspection/Operator/Drawcoat, Stoning, Chrome Inspection and Hoist Line Booth.

**3.05 Inventory** – Inventory and pre-inventory counts will be recognized as bargaining unit work. The Company will give the Union and employees at least one (1) week’s notice of inventory and the senior employees able to do the work with-in the department will be assigned. Senior Lift Truck Drive and Crane Operator in the department will be offered as required.

**3.06 Time cards/Electronic Swipe Cards**

Time cards and punch clocks will be distributed in each department. The Company will install separate time card slots in each area and such slots will be maintained in a workable order.

In the future, electronic swipe cards will replace time cards and punch clocks in each department. Employees will be provided with electronic identification/time cards. These cards are to be utilized by employees to clock in and out of work in their respective departments.

If the electronic swipe card system creates delays in the punching in/out of the plant, the Company agrees to sit down with the Union to discuss additional clocks.

Employees who lose or forget their swipe card must immediately advise their supervisor, so they can be clocked in and out of work. The Company will provide swipe cards for employees and will replace as needed.

**3.07 Human Resources**

Human Resources Office will be open at 7:00 a.m. on Fridays and at 7:00 a.m. on Thursdays when a holiday falls on a Friday. It will be manned during regular business hours, including lunch hours.

**3.08 Training Jobs** – Employees training for any classification/job will be given instruction and opportunity to become qualified employees in the classification in which they are employed, by management personnel. Such training will be documented and a copy provided to the Union if requested.

**3.09** The Company will share relevant in-plant injury reports with members of the JH&SC and specific Union representatives if it is relevant to the performance of their work.

**Article 4 – Call-in Number**

Company agrees to the principle of this request, but must further investigate.

**Article 5 – Combining or Splitting of Departments**

The Company and Union will meet to discuss any splitting or combining of departments, to minimize the effects of such a move.

**Published Letter (Oshawa Plant) = (Filling Temporary Vacancies)**

Reference Article 12:08

Of recent months there has been considerable frustration amongst the parties with respect to filling temporary vacancies. The issue of filling temporary vacancies utilizing either Articles (12.07) versus (12.08) of the agreement has created unnecessary disagreement between the parties.

This will confirm the Company's assurance given during the 2001 negotiations, wherein we agreed to the following:

When filling a temporary vacancy, the Company will fill the vacancy first by utilizing Article (12.08) if applicable, (if not) then by utilizing Article (12.07) first.

During discussions, the Company flagged several concerns about following this letter and discussions arose as to undue hardship in utilizing Article (12.08) first.

Example: We require the plater to run on midnights and to follow (12.08) first, we would have to move laid off employees from Production Worker Plate, employees from Assembly and move the entire group of Production Worker plate to Assembly.

Both parties agreed to the principles of Article (12.08) over Article (12.07), but that undue hardship would be used in certain circumstances.