

COLLECTIVE
LABOUR AGREEMENT

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TERM.	2001	09	30
NO. OF EMPLOYEES	820		
FORM OF AGREEMENT	A H		

between:

**STANDARD PRODUCTS
(CANADA) LIMITED**



- and -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
AND ITS LOCAL 4451**

(Plants No. 1 and 2)

Dated October 1, 1998
Expires September 30, 2001

00717 (05)

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Memorandum of
COLLECTIVE LABOUR AGREEMENT

entered into
as of the 1ST day of October 1998

BETWEEN:

STANDARD PRODUCTS (CANADA) LIMITED

A company incorporated under the laws
of the Province of Ontario, with
Head Office at the City of Stratford

(HEREINAFTER REFEREED TO AS THE "COMPANY")

- AND -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND

GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
AND ITS LOCAL 4451

(HEREINAFTER REFERRED TO AS "THE UNION")

ARTICLE I - PURPOSE

1.01 The general purpose of this Agreement is to establish **mutually** satisfactory relations between the Company and its employees and to provide machinery for the **prompt** and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, keeping in

mind at all times that the welfare and prosperity of **the** employees are **contingent** upon the Company's ability to successfully compete in the trade and in the sale of its products.

ARTICLE II- RECOGNITION AND SCOPE

2.01 (a) The Company **recognizes** the Union as the exclusive bargaining agent for the bargaining unit composed of all employees of the Company in its Plant **#1, 1030** Erie Street and its Plant **#2, 703 Douro** Street, in the City of Stratford, Ontario, save and except supervisors, persons above the rank of supervisors, timekeepers and time clerks, office and sales staff and plant guards.

(b) The said plants, while they are in operation, shall be treated as separate divisions for the purposes of this Agreement and the employees in each division shall have separate plant committees and separate seniorities and seniority lists but both divisions shall have a single grievance committee, as hereinafter provided.

2.02 Wherever the word employee or the word employees is used throughout this Agreement it shall mean the employee or employees within the respective divisions (hereinafter sometimes referred to as the divisions or division) as provided in Sections **2.01 (A)** and **(B)**.

2.03 As a condition of employment, any employee hired **or** transferred into a division shall become a **member** of the Union not later than **30** days following their hire or transfer into that division and shall maintain membership in the Union as a condition of continued employment. **During** the orientation process, the new employee will be introduced to their Union steward.

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

2.05 In the event that the Company **moves** or **transfers** a portion of the production and equipment at Plants 1 and 2 in Stratford to a new factory owned or leased or operated by it, then in that event, the Company will give the Union notice of such a **move** or transfer as far in advance as practicable

and will **meet** with the Union for the purpose of working out a **transfer** or production agreement covering employees laid off as a result of such **move** or transfer, **provided** always however, that **there** is no Collective Agreement to which the Company is a party or is bound by reason of the provisions of the Labour Relations Act or amendments thereto, covering a bargaining unit at the new factory. In **the** event there is a Collective Agreement covering a bargaining unit at the new factory, employees laid off as a result of **the move** or **transfer** shall, subject to said Collective Agreement, be offered the opportunity to transfer with their jobs.

ARTICLE III -UNION DUES CHECK-OFF AND INITIATION FEE

3.01 (a) The parties agree that there shall be **set** up, as of the date hereof, a checkoff of Union dues, compulsory upon all employees who come within the bargaining unit, in which this agreement applies. The check-off shall continue during the life of this agreement. Every employee within the bargaining unit shall **become** eligible to the check-off upon completion of forty **(40)** hours worked in the first calendar month of employment within the Company.

The amount to be deducted shall be such **sum** as may, from **time** to **time**, be assessed by the Union on its members, according to its constitution and by-laws, for general Union purposes, as regular weekly Union dues. This check-off of Union dues shall be deducted **from** a pay cheque for the calendar month in which the first forty **(40)** hours of employment **are** completed and **remitted** to the financial secretary of **CAW** Local **4451**, prior to the **fifteenth (15th)** day of the following month.

(b) **The** Company shall also deduct **from** the pay of every employee who comes within the bargaining unit and who has completed thirty **(30)** calendar days of **employment** with the Company, one **(1)** Union initiation fee during their employment with the Company provided the employee has not, at an earlier time, paid an initiation fee to the Union, with **proof**. The **amount** of the initiation fee **shall** be the amount **fixed** by the constitution and by-laws of the Union. The initiation fee shall be deducted from a pay cheque in the calendar month following the **month** in which the said thirty **(30)** calendar days of **employment** have been completed, and remitted to the **financial**

secretary of the Local along with the next remittance of Union dues as aforesaid.

3.02 The Company agrees to deduct Union dues and/or the equivalent of Union dues according to the **constitution** of the **CAW** from all employees in the bargaining unit beginning with the first month in which **forty (40)** hours of employment have been completed. The Company will agree to take dues off weekly and will agree to show annual union dues deducted on the employee's **T4 tax form. Retroactive** payments and initiation fees will be deducted once per **month**.

The list will contain the employee's name, badge number, address, postal code and telephone **number** along with the amount of such deductions and the reason, if any, why no deductions were made *from* certain employees.

The **financial** secretary of the Local Union shall notify the Company, in writing, of any corrections to be made in the sums deducted.

Any dispute as to the alleged breach of these provisions or to the interpretation of any of the terms of conditions shall be dealt with at Step 2 of the grievance procedure.

ARTICLE IV - MANAGEMENT RIGHTS

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

(A) Maintain order, discipline and efficiency.

(B) Hire, discharge, transfer, promote, demote or discipline employees and determine employee's qualifications and qualifications needed for a job, provided that a claim of unfair supervision, promotion, demotion, transfer, determination of employee's **qualifications**, or qualifications needed for a job, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with hereinafter provided.

(C) The Union further acknowledges the right of the Company to operate and manage its business in all respects in accordance with its **commitments** and responsibilities. Except as **may** be restricted by this Agreement, the Company retains all rights, functions and prerogatives, including, but not limited, to, the location of the plants, the direction of the working forces, the products to be manufactured, and the material used in manufacturing and their sources, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by **the** Company at any time, the rights to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees in its plants.

(D) Establish occupational groups and to *discontinue*, **restrict** or expand the same, and will have meaningful discussion with **the** Union prior to implementation.

(E) To establish an incentive pay plan for jobs throughout its plants and by agreement between **the** parties hereto to alter, modify, amend and discontinue the same **from** time to time.

4.02 It is **recognized** that good discipline must be maintained. It is agreed, therefore, that the Company shall have the right without hindrance, other than by grievance procedure, to discipline employees who violate any provisions of this Agreement of any Company rules. The Company will discuss new rules and regulations with the Union prior to implementation.

ARTICLE V - DISCIPLINARY ACTION

5.01 The following procedure will apply when a seniority employee is to be given a written reprimand, suspension or discharge:

(A) When **the** Company believes an **offense** has been committed that warrants a written reprimand, suspension termination, the employee **with** a Union representative will be interviewed in an office and advised of the alleged **offense** within two **(2)** working days of the Company becoming aware

of the infraction. This **time** limit will not apply in cases of absenteeism.

(B) Following a full investigation by both parties, to be completed within two **(2)** days of the employee being advised of the **offense**, unless a longer period is needed and mutually agreed upon, the employee and the Union will be advised of the penalty to be imposed.

(C) When the union disagrees with the penalty stated above, a meeting may be requested **with** the employee, the chairperson or their designate, and the Manager of Human Resources or their designate to be held prior to the employee losing time because of the penalty to be imposed, to **attempt** to mitigate the discipline. After consideration of the Union's position, the Company will impose the disciplinary action they believe is appropriate under the circumstances. It is understood that Article **(c)** may not apply to written reprimands.

(D) If after Step **(c)** the Union still feels the issue has not been properly addressed, it shall be dealt with at Step 3 of the grievance procedure.

5.02 **(A)** Article **5.01** shall not apply when the alleged violation may endanger the safety of the employee **themselves** or other employees, or be of such a **nature** that it would be inadvisable to retain the employee in the plant, e.g. such violations involving drunkenness or fighting.

(B) In such cases, the Company may immediately remove such employee **from** the premises.

5.03 **(A)** The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of an employee having seniority. They shall have the right to interview their committee person or steward in a suitable place for a reasonable period or time before leaving the plant premises. The discharged or suspended employee shall present the grievance in writing, signed by them, to the Company management at any time within three normal working days next following the day on which the discharge or suspension takes place. The management will review the discharge or suspension **with** the discharged or suspended employee or with

the discharged or suspended employee and committee and render its decision **in** writing within three **(3)** normal working days after said review. The consideration of their grievance may include not only the merits of the case, but also what, if any compensation shall he paid for the **time** lost in the event their reinstatement is agreed upon. The word "committee" as used in **this** paragraph shall mean the committee **mentioned** in Section **6.07** or a quorum thereof.

5.04 (A) A copy of all reprimand notations will be given to the employee (including probationary employees) and the Union and such notice will **become** part of the employee's personnel record. If an employee has had a reprimand notation placed on their record and has since the date of that placement, been employed for a period of twelve **(12)** months without having further reprimand notation placed on their record, it is understood that said reprimand or any prior **reprimands** shall not be used against them

ARTICLE VI - NEGOTIATING AND GRIEVANCE COMMITTEE

6.01 (A) The employees will select a seven **(7)** person committee, all of whom shall have had one year's service with the Company.

(B) The seven **(7)** members selected as in the preceding section provided, shall constitute a **bargaining** committee for the purpose of negotiating with the Company, with respect to proposed amendments to this Agreement, notice of which shall have been given pursuant of Article XXI.

6.02 **Each** plant committee, as mentioned in Section **6.01** may appoint a steward on any shift in any **production** area under the supervision of a supervisor where there is no committee person employed.

6.03 Any employee appointed as a steward shall have had six months service with the Company. The Company shall be notified **forthwith** of any such appointment. The **appointment** shall forthwith be rescinded at any time when there is a **committee** person employed in the **same** production area on the **same** shift as the steward.

6.04 In the event that two or more committee people are employed in one production area on the **same** shift, the committee shall forthwith

designate to the Company one committee person in that production area who shall alone be entitled to handle grievances arising in such production area pursuant to the procedure hereinafter provided.

6.05 A steward during their term of office shall be **deemed** to be a committee member within the meaning of Section **7.01 to 7.03** inclusive in the absence of a committee person.

6.06 (A) **The** Chairperson or designate, being employed in the division in one plant may request permitted leave, which shall not be unreasonably withheld, to investigate the circumstances of a grievance which has been processed through Step 1 of the grievance procedure in the division in the other plant. The permitted leave shall only be long enough to make a reasonable investigation.

(B) In the event that the chairperson/co-chairperson of the Union deems it necessary to convene a special or emergency meeting during their **working** day they shall be given the necessary time off to attend **same**. It is understood that the chairperson/co-chairperson shall give the Company as much notice of such meeting as is practical.

6.07 The Company also **recognizes** a grievance committee which shall be composed of the chairperson and the co-chairperson of the Union and one representative **from** each plant committee mentioned in **6.01** (a) or a steward appointed under Section **6.02**.

An official representative of the **CAW** and/or president of the Local may attend any meeting held between the Company and the said committee if their presence is requested by the committee or the Company.

6.08 If a meeting is requested by the Union to discuss matters of general interest other than grievances with the Company, upon the presentation of an agenda therefore, agrees, the **meeting** shall be held at a time and place **mutually** agreed upon between the representatives of the Company and the grievance committee composed of persons as provided in **Section 6.07**.

ARTICLE **VII** - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible and it is understood that an employee has no grievance **until** they and their area grievance **committee** person **or** their steward or co-chairperson have given their foreman an **opportunity** to adjust their complaint.

step 1:

The employee accompanied by their area steward or local co-chairperson shall discuss the complaint with the area supervisor within three **(3)** working days of the complaint and the foreman shall have three **(3)** working days from the date of being so informed to attempt to resolve the matter. If the complaint is not settled at this step, then the grievance may be processed under the provisions of Step **2**.

step 2:

Within three **(3)** working days the co-chairperson or their **authorized** Union designate, may present this grievance in writing to the plant manager, or their designate, who will give a written decision within three **(3)** working days of receipt of grievance.

step 3:

Within three working days of receiving decision under Step **2**, the Union shall request in writing, a meeting between the Company and Grievance Committee, as provided for in Section **6.07**. Such **meeting** shall take place within nine **(9)** **working** days of such **notification** or such **time** as may be mutually agreed upon. If the grievance is not settled at such time, the grievance may be referred to arbitration by the Union or the Company.

7.02 It shall be optional with the Company to decline to consider any grievance, the alleged **circumstances** of which originated or occurred more than five **(5)** working days prior to its presentation, provided however, that in the case where an employee could not have become aware of the alleged circumstances within the said five **(5)** working days, the said period will **commence** to **run** from the **time** when they **did** become aware of them

7.03 It is understood that the Company may bring forward at any meeting held or convened with the grievance committee, any complaint **with** the respect to the conduct of the Union or its members, including a claim for damages **if** the alleged circumstances of such complaint originated or occurred within two weeks of the holding or calling of the meeting. It is also understood that if such complaint is not settled, it may be treated as a grievance and **referred** to arbitration in the same way as the grievance of an employee.

7.04 A grievance by the Union may be initiated in **writing** at the second stage of the grievance procedure, provided the subject matter of the grievance is not such that it could **be** disposed of at **the first** stage of the grievance procedure on the grievance of an employee.

ARTICLE VIII - ARBITRATION

8.01 (A) **When** either party to this agreement requests that a grievance be submitted to arbitration, such request shall be made in **writing** addressed to the other party to **this agreement**.

(B) The party to whom such request is directed shall immediately write to the **arbitrator** whose **name** is next in the sequence of rotation seeking a date for arbitration. The arbitrators and the sequence of their rotation **are** as follows:

- 1) Professor **W. A. Rayner**
- 2) Louisa **Davie**

(C) Should any of the arbitrators constituting the panel of arbitrators withdraw or resign from the panel, then the party who nominated the arbitrator who has withdrawn or resigned shall forthwith submit to the other party to this agreement a list of four **(4)** nominees from which shall be selected one **(1)** nominee to replace the arbitrator who has withdrawn or resigned.

(D) The **arbitrator** shall act in rotation with respect to each successive grievance that is referred to arbitration. Should the arbitrator to whom the reference is made be unable to hear the grievance within ninety

(90) calendar days after the grievance has been referred to them, then they shall be passed over to the next arbitrator on the list.

(E) The expenses of the arbitrator shall be shared equally between the parties.

(F) The arbitrator shall not have the right to alter, **amend**, add to, subtract from, or eliminate any of the **terms** and provisions of this agreement except as otherwise provided herein. The decision of the arbitrator **shall** be final and **binding** upon the parties.

(G) At the request of either party or the **arbitrator**, all reasonable arrangements shall be made to permit the arbitrator to take a view of the premises in question or the site at which the dispute took place together with the representatives of both parties and material witnesses who may be involved.

(H) Only matters which have been dealt with under the grievance procedure may be submitted to arbitration,

8.02 As an alternative to the regular arbitration procedure the parties shall have the option of **mutually** agreeing to refer a post third step grievance to a grievance commissioner in the following procedure:

(A) **The** Company and the Union may agree in writing to the **appointment** of a person or persons as a **single** arbitrator to be known as a grievance commissioner (where **more** than one, acting in **rotation**) will set aside such **time** as may be requested by the Company and the Union **to** consider and determine grievances referred to them hereunder for final and binding arbitration. The grievance commissioner shall have the same powers and **be** subject to the **same** limitations as an arbitrator under clause **8.02**.

(B) **Through** the grievance commissioner, the parties desire the 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 in this article.

(C) The decision of the grievance commissioner shall only be applicable in the **case** in question and shall not constitute a precedent nor be used by either party as precedent in **future** cases. Notwithstanding anything contained in the agreement, the decision of the grievance commissioner **shall**:

(i) be consistent with the provisions of this agreement;

(ii) be confined to the grievance referred to them

(D) The Union and the Company shall each be responsible for one half the expenses and fees payable to the grievance commissioner.

(E) The parties, when referring a grievance to a grievance commissioner, shall also provide them with the Step 1 **summary** (or as amended by the agreement of **the** parties) and the decisions of the management representative at Step **3**.

(F) **The** parties shall supply the grievance commissioner and each other with additional concise and brief written representations on which they intend to rely provided that such are mailed not less than ten **(10)** days before the commencement of the hearings of the grievance commissioner.

(G) The parties shall meet at least ten **(10)** days prior to the hearing date in order **to** determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the grievance commissioner before the commencement of the hearings.

(H) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such farther 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.

(I) The grievance commissioner must render their decision in **writing** without reasons to both parties within seven **(7)** days of **the**

conclusion of the hearings. Upon request by either party after **their** decision has been rendered, the grievance commissioner shall deliver brief reasons but such reasons shall not form part of their decision. The list of grievance commissioners **identified** to expedite the disposition of the grievances under **8.02** are:

- 1) John Clement
- 2) Bill **Kaplin**

(J) The parties shall jointly write to the grievance commissioner whose name is next in the sequence of rotation seeking a date for a hearing. The grievance commissioners and the sequence of their rotation are **specified** in **(i)** above.

(K) Should any of the grievance commissioners constituting the panel of grievance commissioners withdraw or resign **from** the panel, then the party who nominated the grievance commissioner who has withdrawn or resigned shall forthwith submit to the other party a list of **four (4)** nominees from which shall be selected one **(1)** nominee to replace the grievance commissioner who has withdrawn or resigned.

(10) Should the grievance commissioner in rotation be unable to hear the grievance within ninety **(90)** calendar days after the grievance has been referred to them, then they shall be passed over to the other grievance commissioner on the list.

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

ARTICLE IX - STRIKES AND LOCKOUTS

9.01 There shall be no lockout, strike, sit down, slowdown, or stoppage of work either partial or complete over any matters during the term of this Agreement.

ARTICLE X - SENIORITY

10.01 (A) **An employee shall** have no seniority rights or claim to a job until they are entitled to have their name placed on a master seniority list and until that **time** shall be a probationary employee.

(B) Their name shall be placed on a master list as of the **date** of hiring after **45** working days of continuous employment within any period of fifteen **(15)** consecutive **months**.

(C) The date of hiring of an employee placed on a master list after **45** days of intermittent employment within any period of fifteen **(15)** consecutive months shall be considered to be the date **45** working days prior to the date which they completed their probationary period. Forty-five **(45)** working days shall mean **45** days on which **the** employee actually works.

10.02 In the event that the operations of the Company in either of the plants mentioned in Section **2.01(a)** **are** discontinued, and as a consequence, the employees in a division mentioned in Section **2.01(b)** are released by the Company, then in that event, for a period of three years next following the said discontinuance, the Company shall, subject to Section **12.01**, hire for work in the other plant the said released employees in the order of their seniority at the time of their said release to fill new job openings in the other plant and all former employees **hired** as aforesaid shall serve the following probationary periods:

(A) For master seniority under Section **10.01** the probationary period shall be thirty **(30)** working days.

(B) For occupational group seniority under Section **10.06**, the probationary period shall be sixty **(60)** working days for **Skilled Trades occupational groups, Quality Control** and forty **(40)** working days for all other occupational **groups**.

(C) No probationary period shall be required to entitle **the** said former employees to benefits under **Article 16, 17** and Schedule No. **1**, and the benefits thereunder shall be granted as though the hiring date at the other plant were **the same** as the hiring date at **the** plant from which they were

released.

(D) An employee who accepts work **in** the **other** division as provided for in this Article, shall maintain master seniority only in the division moved **from**. Recall rights to the previous division **will** not be **utilized** by the employee unless an opening in the **said** division occurs. Seniority will not be transferable *from* plant to plant.

seniority Lists

10.03 Seniority **Lists** for each division, copies of which shall be lodged with the Union and posted on the appropriate plant bulletin board at least twice a year, shall be prepared and maintained by the Company as follows:

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

(B) A seniority list for each occupational group **in the** division.

(C) Additional master seniority lists covering all employees in each division who are serving the probationary period shall be issued to the Union chairperson.

10.04 All seniority rights of an employee shall cease where:

(A) **they** voluntarily resign.

(B) they are discharged for just cause and such discharge is not reversed through **the** grievance procedure.

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

(D) (1) they are absent for seven consecutive days due to illness or **injury** unless the Company is notified in writing of such condition by the

employee or **their** agent within the said seven days, provided however, that such notification shall be deemed to have been given if the employee is incapacitated to the extent that they cannot notify the Company **within** the time and **in** the manner aforesaid.

(2) they are absent due to **illness** or **injury** and has notified the Company or has been deemed to have notified the Company, **within** the time and in the manner **in** the next preceding paragraph provided, but fails to report to work when medically approved for return to work.

(E) they fail, after a lay-off to report for work within five working days after notification that they **should return** shall have been delivered or mailed by registered mail to the last address given to the Company by the employee.

(F) they have been on lay-off for three (3) year or more. **This period may be extended by mutual agreement if an employee suffering from a prolonged disability is rehabilitating to the point that a successful return to work is anticipated in the near future.**

(G) Any employee transferred or promoted out of the bargaining unit and **returned back to** the bargaining **unit** shall **only** accumulate the seniority acquired while in the bargaining **unit**. The employee **returning** to the bargaining unit will be permitted to replace the most junior employee in their **former** classification (seniority permitting) for a period of six (6) months. All seniority rights will be forfeited after six (6) months **out** of the bargaining unit.

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

PROBATIONARY PERIOD (Occupational Group)

10.06 (A) (1) The trial **or** probationary period for all occupational

groups, with the exception of Skilled Trades, Quality Control shall be forty (40) working days, and an employee must work in a **non-mechanical** occupational group for a **trial** period of up to forty (40) working days to acquire occupational **group** seniority. It is agreed that when an employee has completed **four (4) hours on their shift they will be** credited with one (1) day. When their **trial** period is completed their name will be placed on the appropriate occupational group seniority list.

(2) The **trial** or probationary period for all Skilled Trades and Quality Control department personnel shall be **sixty(60)** working days and an employee must work in Skilled Trades, Quality Control for a trial period of up to sixty (60) working days to **acquire** occupational group seniority. When their **trial** period is completed their **name** will be placed on the appropriate occupational group seniority list.

(3) However, in certain circumstances and at the Company's discretion, the above stated probationary periods may be extended with the **approval** of the employee concerned and the chairperson and/or co-chairperson.

(C) When an employee has completed their trial period within an occupational group, they will be entitled to have their occupational group seniority coincide with their master seniority.

(1) Employees while not working in an occupational group will be described as working in **the** pool or as pool help.

(2) **Pool** employees will be moved by seniority, the junior employee will be the one to take the move.

ARTICLE XI - LAYOFF AND RECALL

11.01 In the event of a lay-off of an employee after one **half of their regular** scheduled **shift**, seniority for the balance of the shift shall be exercisable by them in the following **manner**:

(A) First on their job;

(B) Wherever the Company deems jobs are available;

(C) They shall have the option of **bumping** probationary employees if able to do the work **required**;

(D) They will have the option of bumping employees in the following jobs: Plant #1 - trimming, bandnailing, **flash** picking, general clean-up, Plant #2 - end sealing, **decklid** plugger, handnailing, buffing, and general clean-up.

11.02 Seniority rights of employees shall be exercised upon lay-off as follows:

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

(B) An employee laid off from an occupational group shall be entitled to seniority rights by reference to the master seniority list among pool help only if they are able to do the work required of them, or those jobs listed in Article 11.01 (d). The Company shall within three working days place such employee within another occupational group if they have seniority therein and if they are able to do the work required of them and lay off an employee from such latter **group** who in **turn** may exercise their seniority rights, if any, **among** pool help.

(C) On the lay-off of an employee working in the pool, seniority shall be exercised among pool help only by reference to the master list, provided the employee with greater seniority is able to do the work required of them.

(D) An employee laid off while working on one (1) **shift** shall not be entitled to exercise their seniority rights upon another shift until after the lapse of one (1) working day (at least **24** hours **from** the end of their **shift**). For example, an employee laid off from their afternoon **shift** on **Tuesday** would not be entitled to exercise seniority **until** the **beginning** of Thursday's midnight or day shift.

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

(F) An employee when transferred to an occupational group **(Not pool)** shall be deemed to be serving a trial period within such group for such number of days as may appear appropriate or necessary, provided however, that such employees **shall** not be considered to be serving a **trial** period after completing **40** working days (Skilled Trades or Quality Control occupational groups, **60** working days) within such group. They shall for such **trial** period retain their seniority, if any, within the group from which they were transferred.

(G) If an employee gets laid off from a Group and subsequently accepts a job posting for another Group, their rights to the original job will be waived, except for lay off. The employee **will** however, be allowed to sign a job posting to get back to their old job if openings arise, and the **four (4)** month waiting period will be waived.

(H) Employees having the same seniority date **shall** be laid off and recalled by clock number order, or by occupational group where applicable.

(I) Where it is practical to do so, employees laid off from **their group will be returned to the last (permanent job posting) group they hold, provided that they have the seniority to do so.**

ARTICLE XII - JOB POSTING

12.01 **(A)** **Permanent** job openings in a division, shall be posted in that division for a period of **48 hours**.

(B) A selection **under** this section will be based on seniority providing the applicant has the necessary **qualifications** and ability to satisfactorily perform the job. On permanent and temporary postings, occupational group seniority **will** not be used as the first criteria in the selection process.

(C) A two **(2)** step posting procedure **shall** be used, except for the **following** groups:

- | | |
|--------------------------------------|-------------------------------|
| #7 Foam Mixing | #12 Receiving, Shipping |
| #13 Material Handlers | #14 Inspector Quality Control |
| #16 Cement Room Operator | #17 Teaching and Repairs |
| #40 Development (Plt 1) | #48 Mill & Preform Op (Plt 1) |
| #45 Working Leader Roof rail (Plt 1) | #56 Layout Technician (Plt 1) |
| #46 Working Leader EN114 (Plt 1) | #55 Robotics Spray Op (Plt 1) |
| #10 Working Job Control (Plt 2) | |
| #24 Roll Form Set-Up (Plt 2) | |
| #37 Launch Program Asst (Plt 2) | |
| #40 Inject. Mold Set-up (Plt 2) | |
| #42 Working Lead. SDM Fin. (Plt 2) | |
| #44 Ship/Rec.Inv.Contr. (Mixing) | |
| #46 Extrusion Facilitator (Plt 2) | |

Openings in these jobs will always be posted.

Step (1) The vacant job shall be posted.

Step (2) A vacancy created because of **transfer** to the posted job in Step 1, shall be posted.

Any other openings created **under** 2 above shall be **filed** at the discretion of the Company.

Step (3) Notices are to include the Step and successful applicants and other job vacancies that are tilled, **will** be posted on plant bulletin boards and a copy given to the Union.

(D) Before a final selection on a job posting, the Company will advise the Union of its selection within five working days of removal from posting boards and will for a period of **48** hours hear representation from the Union and the unsuccessful senior applicant with respect to the selection made from that division.

(E) A successful applicant on a permanent job posting may not apply on a subsequent posting for a period of four (4) months from the date of their **final** selection. This period would be extended to six (6) months for

all jobs itemized in **12.01 (c)**.

(I) A successful applicant on a permanent or temporary posting will have up to thirty (30) working days to return to their previous group.

(F) When there is more than one job posting at the same time, it is the responsibility of the employee to note 1st, 2nd, or 3rd choice on the posting.

(G) The Company shall post the results of the job posting within five (5) days of the job posting coming down.

(H) Employees who are absent from work may have a member of the Union executive and/or bargaining committee or stewards sign a posting on their behalf, provided they will be available to work when required.

(I) The successful applicant will be placed in the new classification within twenty-five (25) working days of notice of selection, provided the job is immediately available. If the employee has not been moved within this 25 working day period, they until such movement, will be eligible to sign another job posting with the four/six month eligibility clause (as per Article 12.01 (c)) being waived. Once the employee is moved into the new classification, the four/six month eligibility period would revert back to the original date of selection.

(J) Following lay-off, employees shall be recalled in accordance with their seniority rights as provided in this collective agreement.

12.02 (A) Temporary job openings will be posted when the opening is known to the Company that it will exist for at least eight (8) weeks from the time that the Company becomes aware of it. It is understood that people who have been selected for temporary job postings may be used in future temporary openings where there is an immense amount of training involved, i.e. leadhand, material handler, cement room, foam room, quality control, shipper, working job controller, launch program, development, mill room

(Plant I), all set-up personnel, job facilitator, and others as **mutually** agreed upon by the **parties**. The Company and Union shall meet to discuss these temporary openings and it is understood that these openings shall in no way hinder the permanent job posting procedure. Temporary job postings should not exceed **thirty-five (35)** weeks in duration **unless mutually** agreed upon by both parties. It is understood that for all jobs other than those mentioned above, a one **(1)** step job **posting** procedure will apply.

(B) Successful applicants to temporary openings will in no regard be able to **maintain** the position when the incumbent **returns** to work, unless successful on a subsequent permanent job posting. Upon the incumbent's **return** to work, or when the temporary opening is no longer necessary, employees who **filed** the openings will be moved out before permanent employees.

ARTICLE XIII - LEAVE OF ABSENCE

13.01 The Company agrees to grant leave of absence in cases of bona fide illness or injury, with seniority accumulated as provided for in Section **10.04(f)**. The duration of such leave **shall** be dependent on the **nature** of the illness or injury, the medical aspects of the case and the effort the employee is making to restore themselves to normal health.

13.02 **The** Company may grant leave of absence requested in writing by an employee for other than **illness** or injury. The Company will respond, on the appropriate form, to such request within two **(2)** weeks of its receipt. **This** leave shall be **in** writing and seniority shall be accumulated as provided for in Section **10.04(f)**.

13.03 Attendance at Union **meetings** as delegates or attendance at **Union** schools will be considered a good reason for leave of absence, provided two weeks notice be given to the Company, if possible. No more than four employees per plant shall **be** delegates or students at Union schools at any one time **unless mutually** agreed upon. It is understood that the delegates or students in each plant will not all be from one **(1)** department or area. Notwithstanding, every effort possible will be made to release the ten **(10)** Union executive members for Union and Executive meetings.

13.04 An employee who is absent from work because of a compensable injury incurred in the employ of the Company is not considered to be on leave of absence **in** the meaning of this **article**. Such employee shall **return** to work **when** medically fit to do so subject to the **seniority** provisions of this Agreement. This section in no way restricts the Company's rights under **Article IV**.

13.05 An employee who **returns** from a leave of absence shall be placed on a job in accordance with their seniority and this Agreement.

13.06 Leave of absence without loss of seniority shall **be** granted to pregnant employees with at least thirteen (**13**) weeks employment prior to commencement of the seventeen (**17**) week period before delivery is expected to occur, as certified by a **legally** qualified medical practitioner, or a shorter period if in the written opinion of the practitioner it is sufficient.

(A) The Company may **require** the pregnant employee to **commence** their leave of absence prior to the commencement of the eleven week period **if in** the opinion of the Company they **cannot** reasonably perform their duties. However, **the** Company and the Union agree to meet prior to such Leave of Absence to **ascertain** if the employee can be placed in **some** other position without loss of seniority.

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

(ii) **Pregnancy** leave of a **maximum** of seventeen (**17**) weeks is available to the **natural** mother of the **child** and the request for leave must be accompanied by a certificate from a **qualified** medical practitioner **stating the expected birth date**. Pregnancy leave ends

seventeen (17) weeks after the commencement or on an earlier date provided the employee advises the Company, **in writing**, at least four (4) weeks **in** advance of an earlier return date.

(ill) Parental leave of a maximum of eighteen (18) weeks **is available** to each parent of either a natural or an adopted child. The parental leave of a **natural** mother most begin **immediately** following the expiration of her pregnancy leave, otherwise, parental leave must commence **within** thirty-five (35) weeks of the date of the **child's** first coming **into** custody, care and control of the parent. Parental leave ends eighteen (18) weeks after commencement or an earlier date provided the employee advises the Company, **in writing**, at least four (4) weeks **in** advance of an earlier **return** date.

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

(C) Parental leave will be granted to any employee **according** to the Employment Standards Act.

13.07 An employee who has acquired seniority under **this** agreement and who **is** elected or appointed to **full time Union or Public Office** shall be granted a leave of absence for a period of one year, without pay, and **with** the extension **privileges**. Such employees shall renew **their** leave of absence annually. It is understood **that** the Company **will not** be responsible for **benefits**, however, the said employee will have the option of **paying** their portion for any required **benefits**.

This clause will also be limited to one person being absent from each plant at a time.

13.08 Any employee who is convicted **under** the Highway Traffic Act (**including unpaid traffic fines**) or Criminal Code for driving offences and is subsequently **jailed** may be given a leave of absence for the length of the jail term, provided that written **notice** is given to the Company within five **(5)** working days after the start of the sentence. Such leave of absence will not be **unreasonably denied**.

ARTICLE XIV - HOURS OF WORK AND OVERTIME

14.01 The normal work period **shall** be 40 normal hours per week consisting of 8 normal working hours per day upon each normal work day scheduled Monday through Friday inclusive. The starting hours each day **shall be** determined by the Company. **Crew sheets will be posted no later than Thursday at 12:00 p.m.** Bearing in mind such factors as “customer requirements”, the Company will where practical, give the **Union** forty-eight **(48)** hours notice prior to **implementing** any changes.

14.02 Notwithstanding the provisions of Section 14.01, when the Company schedules a **third** shift (night), employees assigned to that shift, may **commence** their normal work period prior to midnight Sunday or Monday.

14.03 Overtime payment for hours worked in addition to the normal eight **hours** and up to twelve hours on any day **Monday through** Friday shall be paid at **time** and one-half and all hours worked over twelve on any one of these days shall be paid at double **time** rate. Overtime payment for hours in addition to the normal **hours** on Saturday and up to 8 **hours** of overtime shall be **time** and **one-half**. **Overtime** payment for **hours** worked in addition to 8 hours of **overtime** on Saturday and in addition to normal **hours** on Sunday **shall** be double time.

(A) **Overtime** hours on Saturday **shall** be the hours between midnight **Friday** and midnight **Saturday**, except for those which **occur** during

the employee's normal hours.

(B) Overtime on Sunday shall be the hours between midnight Saturday and midnight Sunday, except for those **which** occur **during** the employee's normal hours.

(C) Employees called into work before the regular starting **time** of their scheduled shift, to prepare the plant for the **first shift** of production following a **plant** shut down, shall receive pay at double **time** for all hours worked immediately before the starting time of the **first** shift of production, provided they work **more** than 8 hours during that shift.

14.04 (A) When deemed necessary by the Company, employees will be asked to work additional hours on normal work days in the following manner until the required number has been attained.

(1) By seniority **within** the group required normally doing the job on shift in accordance with the crew **list**. (Refer to letter # **18**)

(2) By seniority within the group required, working on the weekend shift.

(3) Trainee employees within group normally doing the job.

(4) By seniority in group on same **shift** (not normally doing the job).

(5) By **shift** seniority (working on required shift) people who are familiar **with** and who are capable of doing the job.

(6) Probationary employees who are capable of doing the job.

(7) Company will order by reverse seniority employees normally doing the job. **These** employees shall include probationary employees if they are capable of performing the job at a satisfactory level.

(B) Overtime following the **3:25 p.m. shift** or the **11:55 p.m.**

shift will be offered to **employees** in the **area** in order of seniority. (E.g., Employee working to **2:55 p.m.** will be offered **overtime** by seniority for **3:25 p.m.** However, employees will not be paid **from 2:55 p.m. to 3:25 p.m.** While waiting for overtime to begin).

(C) When **overtime** work is required following a regular shift, due to unknown absenteeism on the incoming shift, the utility person on the out-going shift will be asked to work, and other employees needed, regardless of seniority. **The** term “utility person” shall apply only to Plant 1.

Unknown, being defined as: any absence not reported to production management **10** minutes before the start of the incoming shift.

(D) When deemed necessary by the Company, employees will be asked to work additional hours on Saturday and Sunday in the following manner **until** the required number has been attained:

(1) By seniority within the group **required** normally doing the job on shift.

(2) By seniority in group **normally** doing job - **shift** 2 and 3 (by master seniority over both shifts).

(3) **Trainee** employees **within** group normally doing the job (Working on required **shift**), then shifts 2 and 3.

(4) By seniority in **group** on same **shift** (not normally doing the job), then shifts 2 and 3.

(5) By shift seniority (**working** on required **shift first**) people who are familiar **with** and who are capable of doing the job.

(6) Probationary employees who are capable of doing the job

(7) Company will **order** by **reverse** seniority employees normally doing the job. These employees shall include probationary employees if they are capable of satisfactorily performing the work.

(E) Who normally perform the work shall mean, where the employee is listed as working on the previous week's crew lists. When **overtime** is needed on Sunday, but not known until Saturday, it shall be offered to the **same** employees who would have been asked on Friday according to the crew **lists**, if they are actually at work on Saturday.

The Company will have **fulfilled** its obligation under this section, if on the date it is arranging the overtime work, it asks the employees who are actually at work on that date using the order of procedure as stated in this Section **14.04**. It might be necessary to telephone employees working on shift 3 (midnight shift), but if the **3rd shift** employee cannot be reached with one (1) telephone call, the Company will have **fulfilled** its obligation to that employee under this section.

(F) Employees will be asked once. If the employee does not have a **definite** answer, it will be considered a "no" by the supervisor and that employee will be required to advise the supervisor as soon as possible when it becomes a definite yes.

(G) The Company will post the list of those employees who have agreed to work the Saturday and Sunday overtime. on the main bulletin board and at the punch clock by **12:00 p.m.** Thursday.

(H) The Company **agrees to allow up to 30 days for the filing of overtime related grievances.**

(I) **Trainee** is **defined** as an employee with master seniority but no seniority in the group in which they are working. Probationary employee is defined as an employee with no master seniority.

14.05 The Company does not guarantee to provide work for any employees for **regularly** assigned hours or for any other hours.

14.06 When an employee is requested to change shifts other **than** on a week-end, he shall be **paid** at the rate of time and one-half (**1½**) for hours worked on the first **shift** to **which** he is transferred.

This section will not apply when the shift change is made under sub-section

11.02 (d) or when the change is made at the request of the employee or because of an arrangement made between employees.

Requests for **shift changes that are reasonable to the Company will be granted for up to three (3) months where it can be arranged by employees in the same group. All employees making such application must be qualified and capable of performing the work. Employees may reapply on a quarterly basis. The Company reserves the right to deny shift changes under this article in cases of personal conflict between employees or rescind if unacceptable attendance results or continues.**

14.07 A day shall consist of twenty-four hours and shall commence with the starting **time** of an employee's shift. If an employee's starting time is changed in mid-week (e.g. **from 7:00 a.m. to 6:00 a.m.**), the employee will be paid time and one-half for one hour. However, if the shift is to be changed to later (e.g. **7:00 a.m. to 8:00 a.m.**), the employee will receive **straight** pay.

14.08 The regular pay period shall **be one week** of seven days regardless of the day upon **which** it starts.

14.09 It is the function of the Supervisor or assistant Supervisor to develop proper methods, perform experimental setup work and **instruct** operators as to the proper methods and quality required. It is **agreed** that foremen and assistant foremen or other excluded personnel will not perform operations regularly performed by employees in the bargaining unit **except for** brief periods as **necessity** requires as in emergencies or when required as **qualified** employees are not immediately available. A notice shall be posted on the bulletin board and the Plant Superintendent's Office.

14.10 (A) When direct or indirect labour employees are required to rotate on three shifts, lunch periods for these employees shall be reduced to twenty **minutes** and the Company shall pay for the lunch periods.

(B) Employee **crewed to** a three (3) **shift** rotation who are **transferred** to an operation on a two (2) shift rotation, shall receive a twenty (20) minute paid lunch for the **first** day transferred to such operation.

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

(D) In order to qualify, employees eligible for paid lunches under subsections (a), (b) and (c) above must remain on Company property during their lunch periods.

ARTICLE XV - WAGES AND SPECIAL WAGE PRACTICES

15.01 The Company shall provide one ten minute rest period during each half shift.

(A) The Company shall provide one three minute wash up period at the end of each regular shift.

(B) The Company shall provide one ten minute rest period at **the** beginning of an overtime period following the regular 8 hours shift if the overtime period is scheduled to last for 1 $\frac{1}{2}$ hours.

15.02 The Company shall pay a shift premium during the life of this agreement as follows:

Afternoon **shift** 40 cents per hoar

Midnight shift 40 cents per hoar

15.03 For factory injuries requiring **first** aid or outside medical attention, payment shall be allowed for the remainder of the **shift** during which the accident occurred or until the employee **returns** to work, whichever is the sooner. Payment to indirect and direct labour non-incentive employees shall be at the employee's base rate and payment to direct labour incentive employees shall be the employee's base rate **x 1.2** per hoar. The above with respect to medical attention, applies only when the employee agrees to **be** seen by a doctor immediately available in Stratford.

15.04 (A) Experimental work shall be paid for at the base rate of the non-incentive employee so engaged and at the base rate **x 1.2** per hour of the incentive employee so engaged.

(B) Inventory work shall be paid for at the base rate of the **non-**incentive employee so engaged, and at the base rate **x 1.2** per hour of the incentive employee so engaged,

15.05 In event the Company **fails** to open the Company premises or that an employee reports to work on their regular shift without having been advised a minimum of four **(4)** hours prior to the commencement of their shift not to report, they **will** be given at least **half shift hours** of work, or pay for any part of the **half shift** not worked at the **applicable rate**. A Union representative, or when not available, an hourly employee will be present when phone calls **are** placed. This clause **shall** not apply when there is a lack of work due to any one or more of the following causes:

Fire, flood., labour dispute, **failure** of power, major mechanical breakdown, or other cause beyond the control of the Company.

15.06 An employee who is specially called in to work in any emergency at any **time** after the close of their shift, shall be through when this emergency is over, but shall nevertheless receive pay at **time** and one-half for a minimum of four hours.

15.07 The Company agrees **that** in **the** event of the death of a husband, wife, father, mother, **brother**, sister, son, daughter, father-in-law, **mother-in-law**, grandparents, spouse's grandparents, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step parent, step child, common-law spouse, common-law spouse's parents or common-law children of a non-probationary employee, which may necessitate an employee to be absent from their scheduled work within **their** normal work week, claim for payment for lost time on normal hoers up to three consecutive working days, including the day of the funeral, may be made to the Company, after the occurrence and with submission of proof. Payment for such time so lost shall **be** at the employee's base rate plus shift premium where applicable, except that for an incentive employee, **payment** will be at the base rate **x 1.2** plus shift premium where applicable. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be **made** under this section for such day or days. Extra unpaid compassionate leave for

family members, may be granted to an employee by submitting notification to the Company in writing.

The above is intended to allow bereaved employees three normal working days off with pay, not including statutory holidays. When the Company is notified during and employee's vacation that a death has occurred in the employee's family, as identified above, the vacation will be extended by the length of the bereavement taken, that is, up to three days and the employee will receive bereavement for those days.

15.08 (A) The Company agrees to pay an employee who serves as a juror or a subpoenaed crown witness in a legally constituted court, the difference between their earnings as a juror or subpoenaed crown witness and what they would have earned at base rate had they worked their scheduled shift. In the case of an incentive employee, payment will be the difference between their earnings as a juror or subpoenaed crown witness and what they would have earned at base rate ~~x 1.2~~ how had they worked their scheduled shift. In order to be eligible for payment, employees must **notify** their supervisors within twenty-four hours after receipt of notice of selection for jury duty or notice to appear as a crown witness and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

(B) If an employee selected for **jury** duty or to appear as a subpoenaed crown witness is working other than the day **shift**, an employee from the day shift who is qualified will be chosen by the Company to **substitute** for the selected employee on their shift. It is agreed that no more than three employees at any one time will be eligible for this **jury** duty pay subsidy.

(C) **The** company agrees to pay for jury selection. It should be noted that **the** company will pay for necessary lost time only. If the employee can return **to** the balance of their shift, they would only be paid for the portion that **required** them to be off.

15.09 (A) **The rate** of pay of an employee when permanently transferred from one job to another, for reasons such as displacement through

seniority procedures or application for **transfer** shall be:

(1) the rate of pay of the job if the job is a direct labour incentive job.

(2) The rate of pay they are entitled to for that job under occupational group seniority if the job is a direct labour non-incentive job or an indirect labour job.

(B) The base rate of pay for an employee transferred to another job because of their selection through a job posting shall **be**:

(1) **The** starting base rate of the job to which they are transferred if it is higher than their base rate at **time** of transfer; or

(2) The base rate they were at the time of **transfer** if it is higher than the starting base rate of the job to which they are transferred; or

(3) the top base rate of the job to which they are transferred if it is lower than the base rate they were receiving at the time of transfer.

(C) when an employee is temporarily transferred out of seniority from their regular job, not pool, they shall be paid at the base rate of their regular job or the base rate of the job transferred to, whichever is the greater, plus any earned incentive pay. It is the intent of this clause that the junior person holding seniority within the **classification** that is the **most** easily moved be the one to take the move.

15.10 (A) The base **rates** for the employees in each division shall be as set out in Schedule no. **2(A), (B), (C)** and Schedule no. **3(A), (B), (C)** which are attached hereto and **form part** of this Agreement.

(B) Earnings for the employees in each division as provided in section **2.01(b)** shall be the greater **of**:

(1) the base rate or

(2) the base rate plus that percentage of the base rate by which the **employee's** production on a full shift plus **overtime** exceeds the standard of production as predetermined by the Company.

(3) In the event of overtime, the employee shall be paid on the basis provided in the next preceding paragraph plus **50%** of their base rate per hour overtime worked on Monday through Saturday and **100%** of **their** base rate per hour worked on Sunday.

15.11 (A) Pursuant and subject to the provisions of Section **4.01 (E)** the Company has established the incentive pay plan described in Schedule no. 4 hereto annexed and made a part hereof.

(B) Only employees in the bargaining unit who are working on incentive will **be** time studied for the purpose of establishing incentive standards.

15.12 A Cost of Living Allowance will be established in accordance with changes in the official Consumer's Price Index published by Statistics Canada (**1986--100**) and hereinafter referred to as the Consumer's **Price** Index. Added to the gross earnings **will** be a Cost of Living Allowance calculated on hours paid for, and on the basis of a one (**1**) cent adjustment for each change of **0.012** in the Consumer Price Index.

Adjustments will be made quarterly in each year of this Agreement in accordance with the following schedule:

Calculations will be made each December, March, June and September during this Agreement using the Consumer Price Index in effect on September **1, 1998** (July **1998** Index) to determine the **amount** of increase in cents, and all increases will be included in the employee's Cost of Living Allowance.

The Cost of Living Allowance will be adjusted up or down in accordance with the foregoing yearly schedules and in each case beginning with the **first** pay period in the month for which the adjustment is scheduled. In no event will a decline in the Consumer Price Index below the established

base of October 1, 1998 (September 1998 Index) provide a basis for a further reduction in the base rate.

In the event the Bureau of Statistics shall not issue the appropriate Index before the beginning of one of the pay periods referred to in the above schedules, any adjustments in the **allowance** required by such Index shall be effective at the beginning of the **first** pay period after receipt of such Index.

No adjustments retroactive or otherwise shall be made in the **amount** of the cost of living due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined. Continuance of **the** Cost of Living Allowance shall be contingent **upon** the availability of the Index in its present form using 1986--100.

15.13 (A) There **will be a** Cost of Living **fold-in to the base rate of \$.25 effective October 1, 1998, \$.25 effective October 1, 1999 and \$.25 effective October 1, 2000.**

ARTICLE XVI -PAID HOLIDAYS

16.01 (A) The following shall be paid holidays:

New Years day	Thanksgiving day
Good Friday	December 24
Queen's birthday	Christmas day
Canada day	December 26
Civic holiday	December 31
Labour day	Floater Day

(B) the amount of holiday pay shall be **10** hours at the base rate without shift bonus for all incentive employees (Plant 1) and 8 hours at base rate without shift bonus for **all** non-incentive employees.

(C) **Re: Floating holiday. The company will grant this day if two weeks written notice is given and does not place any undue hardship on the company. It is understood that employees that do not use their**

floating holiday before December 31 of the calendar year will receive payment in lieu of, the first week in January.

16.02 An employee who works a scheduled shift on a holiday or the **mutually agreed** date of holiday shall **be** paid two **times (2 x's)** **their** hourly rate for all hours worked in addition to **the** holiday pay, if applicable.

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

An employee who does not qualify for holiday pay because they have not completed **30** calendar days of employment with **the** Company on the date the Holiday is observed shall be entitled to pay for such holiday retroactively when he has completed **30** calendar days of employment, if they have **fulfilled** all **other** qualifying requirements of this section.

If any employee is laid off within 5 working days prior to observance of the holiday **or on an approved leave of absence** and remains laid off following the observance of the holiday, but is recalled and reports within 5 working days following the holiday, the employee will be eligible for holiday pay.

(B) In order to have their reason acceptable to **the** Company, the employees must report their inability to report for work to their foreman or plant superintendent and be prepared to provide proof at a later date. If an employee is requested to get a Doctors Certificate (not sickness and accident papers), the Company will pay up to **\$5.00** for the **certificate** if the employee is charged for it. **Doctor's notes will only be required if an employee has been disciplined for attendance in the last twelve (12) month period. Such notes will be requested within 48 hours of the employee's return to work.**

16.04 When one of the holidays falls during the vacation period of an

employee otherwise eligible for such holiday pay, they **will** be paid for the holiday in accordance with this article. No vacation days will be scheduled on days of observance of the holidays identified in section 16.01. **When this occurs, the employee's vacation will be extended by one day unless mutually agreed upon by the parties.**

16.05 Holidays referred to herein occurring on a Saturday **shall** be observed on the previous Friday and holidays occurring on a Sunday shall be observed on the following Monday unless **mutually** agreed upon by both Company and Union. With respect to Canada Day, the Company shall have the right when it occurs on a Tuesday or Wednesday, to reschedule observance of the holiday to the previous Monday, and when it occurs on a Thursday, to reschedule observance of the holiday to the following Friday.

16.06 **Employees will** receive one (1) day off with pay, or pay in lieu of, if they report to work each regular scheduled shift for **200** consecutive working days.

Employees **will** receive three (3) working days off with pay, or pay in lieu of, if they report to work each **regular** scheduled shift for **400** consecutive working days.

Days may be taken with the **mutual** consent of the parties either together, separately or in half days, (two (2) ½ days of four (4) hours each **equal** one (1) day). Keeping in mind that production requirements must be maintained at all **times**. Accumulation of days **will** not be allowed.

Paid holidays, bereavement days, paid vacation and union business shall be counted as days worked. Four day, **10** hour shifts shall be counted as S days worked.

An employees accumulation of days **shall** not be interrupted by lay-offs.

ARTICLE XVII - VACATIONS

17.01 (A) Employees with **30** years or **more** of Company service as of June **30** of the year of vacation, **will** receive **5** weeks vacation with vacation

pay of **12%** of their gross earnings from July **1** of the previous year to June **30** of the current year. At the Company's discretion, the third, fourth and **fifth** weeks may not necessarily be given consecutively with any other regular vacation period.

(B) Employees with **25** years or more of Company service as of June **30**, of the year vacation **will** receive 5 weeks vacation **with** vacation pay of **11%** of their gross earnings from July 1 of the previous year to June **30** of the current year. At the Company's discretion, the third, fourth and **fifth** weeks may not necessarily be given consecutively with any other regular vacation period.

17.02 Employees with **20** years or **more** of Company service as of June **30**, of the year vacation **will** receive **5** weeks vacation with vacation pay of **10%** of their gross earnings from July 1 of the previous year to June **30** of the current year. At **the** Company's discretion, the third, **fourth** and **fifth** weeks may not necessarily be given consecutively with any other regular vacation period.

17.03 Employees with **15** years or more service but less than **20** years of Company service as of June **30**, of the year vacation **will** receive 4 weeks vacation with vacation pay of **9%** of their gross **earnings** from July 1 of the previous year to June **30** of the current year. At the Company's discretion, the third, and **fourth** weeks may not necessarily be given consecutively with any other regular vacation period.

17.04 Employees with **10** years or more service but less than **15** years of Company service as of June **30**, of the year vacation **will** receive 3 weeks vacation **with** vacation pay of **8%** of their gross earnings **from** July 1 of the previous year to June **30** of the current year. At **the** Company's discretion, the third week may not necessarily be given consecutively with any other regular vacation period.

17.05 Employees **with** **5** years or more service but less than **10** years of Company service as of June **30**, of the year vacation will receive three weeks vacation **with** vacation pay of **7%** of their gross earnings from July 1 of the previous year to June **30** of the current year. At **the** Company's

discretion the third week may not necessarily be give” consecutively with any **other** regular vacation period.

17.06 Employees with less than five years of Company service as of June **30** of the year vacation **will** receive. two or one weeks vacation and **4%** of their gross earnings **from** July 1 of the previous year to June **30** of the **current** year in compliance **with** the vacation pay section of the Ontario **Employment Standards Act**.

17.07 The vacation shutdown **will** he posted by **April 15th** of each calendar year. Employees **with more than 2 weeks of vacation entitlement** may apply for weeks **other than those posted for the next 10 days following the posting**. The Company **will** review the requests and respond by **May 15th with a decision** of approval or rejection based upon seniority. Subsequent to **May 15th**, **all** vacation requests **will** be approved or denied on **a first come first serve** basis. The purpose of **this** clause is to allow senior employees **the opportunity to maximize their vacation entitlement during prime** vacation periods.

17.08 When **an** employee voluntarily **terminates** their employment with the Company, the employee will be paid **any** accrued vacation pay in accordance with the vacation pay percentages of Section **17.01** through **17.06** in which the employee is **classified** because of the employee’s service. credit at the **time** of said termination.

17.09 An employee requesting **all** or a portion of their vacation entitlement shall do so **in** writing; and, the Company will respond on the appropriate form, to such request within two **(2)** weeks of receipt of such request, where possible.

17.10 When a” employee with at least one **(1)** year of Company service credit has been absent **from** work for **more** than three. **(3)** months because of compensable **injury** or illness or S&A **during** a vacation year, and for **that** reason only, their vacation pay calculated in accordance with **the** preceding section of this article is reduced, the vacation pay to which they is entitled shall be increased providing the employee has not violated Company safety rules and instruction when injured, and the employee has **utilized** their

full vacation entitlement in the **same** vacation year. The intent of this clause is to prevent pyramiding of payments.

The employee's vacation pay shall be increased so as to reflect no loss in vacation pay for any part of **time** lost over three **(3)** months, but not exceeding nine **(9)** months in the calendar year. Payment shall be at base rate **times** forty **(40)** hours per eligible week for a non-incentive employee and base rate at one point two times **(1.2 x's)** forty **(40)** hours per eligible week for an incentive employee.

ARTICLE XVIII - MISCELLANEOUS

18.01 The Company will provide a bulletin board in a mutually satisfactory location in each plant for the convenience of the Union in posting notices of Union activity. All such notices must be signed by an officer or their **authorized** representative for approval before being posted.

18.02 (A) The Company will furnish and maintain, without charge to the employee, special wearing apparel considered necessary by mutual agreement between the Company and the Union. The Company agrees to pay a safety boot allowance of **fifty (50)** dollars, substantiated by receipts, in a one **(1)** year period, to employees who work in areas that **have** been mutually agreed upon by the Joint Health and Safety Committee, the Company and the Union as mandatory safety shoe areas.

(B) The Company will supply the **first** pair of prescription safety glasses and safety **frames** with side shields **which meet C.S.A.** Standards for all seniority employees who work in areas that have been mutually agreed upon by **the** Joint **Health** and Safety Committee, the Company, and **the** Union as mandatory safety glass areas. The choice of supplier and style of the lenses and frames will be made by the Company.

The Company will supplement lenses for the aforementioned safety glasses **that** are accidentally damaged or broken, to a maximum of fifty **(50)** dollars per two year period. It must be **definitely** established through investigation that **the** said glasses were **broken** in the course of the employee's **regular** work and not **from** a person's negligence or carelessness

on the part of **the** employee.

18.03 Welfare benefits shall be provided as outlined in Schedule No. 1.

18.04 Technological Change

For **the** purpose of **this** Agreement, the term “Technological Change” shall be understood to mean the introduction of equipment and/or material of a different **nature** than that previously used, which changes the terms and conditions of security of employment of a major **number** of employees.

The Company agrees to give as much notice as possible and to meet with **the** Union Executive prior to such changes being implemented.

Technological Change does not include normal layoffs resulting from a decrease **in the amount** of work to be done.

(A) Employee Training **Program**

The Company and Union **recognize** the importance of providing training **opportunities** for **all** employees so that they can handle technological changes and/or improve their skills and allow **the** opportunity to advance to jobs of greater responsibility and higher pay. Because of changing conditions and in particular technological changes, new approaches to employee training may be required. This being **recognized**, the Company will undertake to introduce a **training** program wherever necessary. The purpose of this **training** program is to meet the **training** needs and as these **need** change, the program may have to **modified**.

18.05 **The** Company and the Union agree. that better cross training for all jobs is necessary to ensure a **more** viable and competitive operation. **The** parties **mutually** agree to implement training whenever production requirements permit, with the understanding that this can only be accomplished while maintaining consistency and efficiency throughout the plant as well as having a willing and enthusiastic **workforce**. **The** Company

welcomes any suggestions on training from the Union at any time and agrees to meet periodically throughout the term of the Collective Labour Agreement in order to explore any new ideas or techniques.

ARTICLE XIX - SKILLED TRADES

19.01 All employees classified in the skilled trades department are subject to all the provisions of the collective agreement, except as specifically provided in the skilled trades section.

Skilled trades for the purpose of this agreement shall be those trades classifications listed below:

**ELECTRICIAN
INDUSTRIAL MILLWRIGHT**

and others as mutually agreed upon by the parties.

The term journeyman as used in this agreement shall mean any person:

- (a) who presently holds a journeymen classification in the skilled trades occupation as listed above or
- (b) who has served a bona fide apprenticeship of four (4) years - 8,000 hours or five (5) years - 9,000 hours and holds a certification which substantiates their claim of such service, or;
- (c) who has eight (8) years of practical experience in the skilled trades or classification in which they claim journeymen designation and can prove same. A CAW journeymen card will be accepted as proof in conjunction with a Ministry of skill and development certificate.
- (d) any further employment in the skilled trades occupations as listed above, after signing of this agreement, shall be limited to journeymen and apprentices:
- (e) seniority lists shall be maintained by basic trades and

- seniority shall **be** non-interchangeable with other **trades**;
- (f) present employees in any skilled trade classification prior to October **1, 1995** shall have their total seniority applied in such **skilled** trades classification. Employees entering a skilled trades classification after September **30, 1995**, shall have seniority date established as of the date of entry in such **classification**.
 - (g) separate seniority list for each plant;
 - (h) a production employee will not exercise their seniority in **any** skilled trades classification, nor will any skilled trades employee exercise seniority in any production **classification**.

In the event of a reduction of **workforce** in the skilled trades department, employees will be laid off from their respective groups, in accordance with the following procedure;

- (1) probationary employees
- (2) apprentices
- (3) the most junior employee within the classification
- (4) recalls will be in the reverse order of layoff.

In the event of a reduction in the workforce in any of the skilled trades classification, the individual affected will be **laid** off from the plant except for an apprentice who, if laid off, may exercise their total master seniority including time serving apprenticeship.

In the event of recall from layoff, the tradesperson **will** only be eligible to recall to **the** group from which they was laid off.

In the event of **the** abolition of a particular skilled trade, **the** Company and the Union will meet to discuss the bumping of the abolished **skilled** tradesman into the remaining trade. It is agreed and understood that it may not be possible to accomplish integration due to **seniority and/or** skills.

Should a skilled trades employee become medically unfit and unable to follow their skilled trade, both the Company and the Union will cooperate in **endeavoring** to place such employee on a job they are capable of

performing in accordance with **Article 11.02**, and they **will** carry their total plant wide **seniority** to such job.

In the event that **an** employee removed **from** a skilled trades **classification** is subsequently cleared to **return** to such classification, they will be returned with no loss of seniority provided they exercises such election within fourteen (14) days of receipt of medical clearance.

19.02 TOOLS AND SAFETY BOOT ALLOWANCE

The Company **will** allow a tool or safety boot **allowance** for the purchase of new tools or book, **in the** amount of three **hundred (300) dollars** each **year** of this agreement, substantiated by receipts, for all skilled trades employees. **This yearly allowance** may be carried over into the **next** year, for any amount not **used during** current year.

19.03 DUES

The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, **½ hour** per year.

The first such dues deduction will be made **from** the employee's first pay following their probationary period. Thereafter, dues will be made in January of each succeeding year or upon completion of one (1) months work **in** the calendar year. These deductions, along with the names of the employees **shall be remitted to the** financial **secretary** of the local **union**.

19.04 JOB SECURITY AND OUTSIDE CONTRACTING

It is the policy of the Company that outside contractors will not be **utilized** to perform work that can be done normally by Skilled Trades Employees.

(A) If the need to **utilize outside** contractors should arise, the Company **will provide the** respective **Skilled Trades Representative** or their designate with notification of the Companies **intention** to sub-contract work. If the Company **has less** than forty-eight (48) hours **notice**

of the sub-contractlog, the Union Representative **will** be given prior verbal notice. If the Company has forty-eight (48) hours notice, **written notification** will be **provided** prior to the work being sub-contracted. The **notification will** Indicate when **the** Company intends to sub-contract the work, **the** type and nature of the work to be sub-contracted and any other **particulars** pertaining to **the** work to be **sub-contracted**. If they so **decides**, the Skilled Trades Representative may ask for a meeting to discuss the work to be sub-contracted. The Skilled Trades **Representative** will be permitted to have a member of the appropriate **skilled** trades classification attend any such **meeting**. It is **the** intention that this **discussion will** take place **prior to the outside** contractors being used. The Company will give **significant** weight to any and all comments made by the Union at this meeting.

(i) If the work normally performed by seniority employees, it will be offered to our skilled **trades** first, on an overtime basis, provided it can be done in a timely and cost efficient manner. It is the intent of this clause that, where possible, certified skilled trades in the other facility will be asked before outside contractors. When this happens, seniority will not be accumulated from plant to plant.

(ii) The use of outside **contractors** shall be determined by the Company.

(B) The Company will not eliminate jobs or deprive employees of overtime by **outsourcing** work performed by our skilled trades tradesman when the work may be performed in a timely and cost efficient manner. Notwithstanding, it is understood that technical expertise from **S.P.M.T.D.** or other internal or external **organizations** may be utilised **from** time to time for new equipment or other critical problem solving objectives. When possible, **skilled** trades personnel will be present to gain necessary knowledge to effectively service the equipment in **the future**.

(i) It is the intent that all outside contractors will be completely **self-sufficient** with tools, equipment and supplies where practical. Exceptions will be **approved** by the Maintenance Supervisor or designate.

19.05 DISPUTES IN TRADES

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**.

19.06 The Company and Union agree that when there are complaints **pertaining** to skilled trades employees, any discussions and resolves that involve the anion will include the appropriate skilled **trades** local Union representative(s).

The chairperson of the Union committee may request the employee relations department to **arrange** a special meeting to hear the skilled trades representative's views concerning problems in connection with work assignments of employees in skilled **trades** classifications and to discuss the matter. Such special conference will be attended by the skilled **trades** committee person, a representative of the section of management **organization** in charge of the skilled trades activity involved, and a representative of the personnel and industrial relations department. The director of the National Union or their specified staff representative may attend the conference.

The **committee** shall attempt to resolve the matter. If unable to resolve the case, the case may be withdrawn without prejudice by the Union or may be appealed to an **arbitrator** for **final** and **binding** decision. Such arbitrator shall be a person who is technically competent to &al with such problem and **will** be selected under clause **8.01** or **8.02** of the general agreement.

SKILLED TRADES APPRENTICES:

- (1) The **purpose** of the appendix is to define the provisions governing registration, education, seniority, and other matters **pertaining** to skilled trades apprenticeships.
- (2) Provisions of the collective agreement shall apply to all skilled trades apprentices.
- (3) A Joint Apprenticeship Committee shall be composed of equal number of members, two (2) **from** management and two (2) from the skilled trades **classification**, one (1) of which will be elected skilled trades committee

person.

The **function** of this committee shall be to advise on **all** phases of the Apprenticeship Training Program. This committee **shall** meet as required. At least one **(1)** member of the committee **from** the Union and one **(1)** member of the committee from the Company, who shall act as a chairperson, must be present in order to **administer the** Apprenticeship Standards. For areas of dispute that cannot be resolved, the chairpersons decision will be final, subject to the grievance procedure.

(4) Registration

All apprentices will be registered with the Ontario Department of Labour and the Ontario Training Adjustment Board. All apprentices will sign written Apprenticeship Agreement with the Company.

(5) Initial Education Requirements

An apprentice will be required to have all Ontario Academic Credits or equivalent. Exceptions to these requirements may be made by the Apprenticeship Committee.

(6) School Attendance

An apprentice who attends school, will receive a bonus of \$800 for each completed session where the apprentice is not allowed to make up time spent in school. This bonus would be eliminated in the event the Employment Insurance Commission eliminates payment to apprentices for time spent in school. In this event, the Company will provide alternate working arrangements to allow apprentices to attend day release or block programs while maintaining the opportunity of working regular hours or the Company will provide payment for such period, up to 80% of their regular earnings.

This bonus will only be paid to those individuals who return to full time work with the Company and remain in the apprenticeship training program. The Company will reimburse apprentices for tuition and required books of the apprenticeship program upon successful completion of the module. **When the apprentice has signed their contract for apprenticeship they will receive a one time allowance of \$250 for the**

purchase of trade related items. This will not affect their normal tool allowance.

(7) Completion of Apprenticeship

An apprentice, upon successful completion of their apprenticeship, shall receive the journey persons classification retroactive to the date of certification (Completed Apprenticeship Date) at the applicable top rate of pay. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour, unless approved by the joint Apprenticeship Committee.

(8) Seniority

The apprentices will exercise their seniority in their own classification. (For example, if there are four (4) apprentices in the electrical trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.)

Upon satisfactory completion of the Apprenticeship Program, the apprentice will obtain skilled trades seniority as of the starting date of the apprenticeship, minus any time spent on layoff or in production due to exercising bumping rights due to layoff. Accumulation of production seniority is frozen and excludes time served in apprenticeship.

Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they complete their apprenticeship when the regular apprenticeship seniority rule shall apply. (The apprentice will exercise their relative plant seniority at a time of layoff from the apprenticeship.)

(9) Ratio

The ratio shall not be more than one (1) apprentice to three (3) journeypersons per plant.

The above mentioned ratio may be modified as the need arises upon approval of the joint Apprenticeship committee.

(10) Seniority Employees (Apprenticeships)

Notice of apprenticeship openings will be posted on the Company bulletin board as per the job posting procedure. Applications for apprenticeship will be accepted by the Human Resources Department from seniority employees (employees within the bargaining unit) who consider themselves eligible under this program of training. Applicants meeting the minimum **requirements** as per Number five **(5)** will be turned over to the Joint Apprenticeship Committee for approval or disapproval.

(11) Credit for Previous Experience

The committee and the representative **from** the Ontario Training Adjustment Board will review previous experience and determine if credit for such service will be granted to the apprentice.

(12) Discipline

The committee shall **have** the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause pertaining to their apprenticeship such as:

- a)** inability to learn;
- b)** unsatisfactory work;
- c)** lack of interest in their work or education.

This shall not limit the right of the Company to discipline an apprentice for cause for matters not related to their training as an apprentice. Such discipline by the Company shall be subject to the grievance procedure.

(13) Apprentices

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

Four year apprenticeship

- 1st year not less than **80%** of **journeypersons** rate
- 2nd year not less than **85%** of **journeypersons** rate
- 3rd year not less than **90%** of **journeypersons** rate
- 4th year not less than **95%** of **journeypersons** rate

Five year apprenticeship

- 1st year not less than **80%** of **journeypersons** rate
- 2nd year not less than **80%** of **journeypersons** rate
- 3rd year not less than **85%** of **journeypersons** rate
- 4th year not less than **90%** of **journeypersons** rate
- 5th year not less than **95%** of **journeypersons** rate

(14) Temporary Openings

When **extra** maintenance help is needed due to an absence, **the** company may post the **opening** and select a production employee to assist the **skilled** trades personnel. No seniority in skilled trades would be accrued. The **rate** of pay would be ten (10) cents per hour less than **the first** year apprentice base **rate**. This employee would only help with jobs that have limited responsibility such as snow removal, lubrication, or helping a **certified millwright** with their normal duties. The successful employee would be **utilized** for **future** openings.

This clause **in** no event would allow an apprentice or a millwright to be on layoff status at the **same time**.

Maintenance helpers that are in the group for six (6) months in any consecutive twelve (12) month period will be offered the position as skilled trades apprentice. The selection for maintenance helper will be as per selection of apprentices:

- (a) **The opening will be posted**
- (b) **Applications will be turned over to the Joint Apprenticeship committee for selection.**
- (c) **For selection of helper if all other requirements are met (i.e. passed test, grade 12 education) the selection will be done by master seniority. The apprenticeship**

committee will review their progress on a regular basis.

- (d) Ail maintenance helpers **will** be paid **10** cents less an hour than a year 1 apprentice.

19.07

Miscellaneous

- (a) Overtime **will** be offered from where you are **crewed** as per the **current** plant procedures **in** effect.
- (b) **Skilled** Trades Journey persons **will** not be required to **perform** work normally assigned to production.
- (c) The Company and the **Union recognize that forklift truck** may be used as a **tool** by **skilled** trades employee. In this regard, all **skilled** trades employees **will successfully** complete the written and practical fork truck operators examination so, as they may be more effective **in** their **duties**.
- (d) In regards to **training of skilled** trades employees the Company **recognizes that** it is **in** the best interest of the Skilled Trades employee to have training courses made available **in** plant or outside **that** plant. **This will** be made available to **skilled** trades **in** all plants.
- (e) Safety eyeglasses and frames (**CSA**) will be replaced to a **maximum** of once per year **if** necessary. **The choices** of supplier and style of lenses to be made by the Company.
- (f) Renewal **fees** for **licenses** that are either necessary or deemed as beneficial by the **maintenance** supervisor **will** be reimbursed to a **maximum** of **\$50** per year.

**SKILLED TRADES PLANTS 1, 2 & 8
RATES EFFECTIVE OCTOBER 1, 1998**

Group	Start	Sen. In Grp	45 w.d.a. sen.
44 Plant 1			
34 Plant 2 Maintenance Electrician	20.21	20.41	20.61

Apprentice year 1 (80%)	16.49
year 2 (80%)	16.49
year 3 (85%)	17.52
year 4 (90%)	18.55
year 5 (95%)	19.58

*(All **Certified** lead hands + 50 cents)

35 Industrial Millwright Apprentice

year 1 (80%)	16.28
year 2 (85%)	17.31
year 3 (90%)	18.32
year 4 (95%)	19.34

36 Certified Industrial Millwright 19.96 20.16 20.36
 (All Certified lead hands + 50 cents)

43 Maintenance helpers 16.18

SKILLED TRADES PLANTS 1, 2 & 8
RATES EFFECTIVE OCTOBER 1, 1999

<u>Group</u>	<u>Start</u>	<u>Sen. In Grp</u>	<u>45 w.d.a. sen.</u>
44 Plant 1			
34 Plant 2 Maintenance Electrician	20.81	21.01	21.21
Apprentice year 1 (80%)	16.97		
year 2 (80%)	16.97		
year 3 (85%)	18.03		
year 4 (90%)	19.09		
year 5 (95%)	20.15		
(Certified lead hands + 50 cents)			

35 Industrial Millwright Apprentice

year 1 (80%)	16.77
year 2 (85%)	17.82
year 3 (90%)	18.86
year 4 (95%)	19.91

36 Certified Industrial Millwright 20.56 20.76 20.96
(Certified lead hands + 50 cents)

43 Maintenance helpers 16.67

SKILLED TRADES PLANTS 1, 2 & 8
RATES EFFECTIVE OCTOBER 1, 2000

<u>Group</u>	<u>Start</u>	<u>Sen. In Grp 45_w.d.a_sen.</u>	
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44 Plant 2

34 Plant 1 Maintenance Electrician	21.51	21.71	21.91
Apprentice year 1 (80%)	17.53		
year 2 (80%)	17.53		
year 3 (85%)	18.62		
year 4 (90%)	19.72		
year 5 (95%)	20.81		

(Certified lead hands + 50 cents)

35 Industrial Millwright Apprentice

year 1 (80%)	17.33
year 2 (85%)	18.41
year 3 (90%)	19.49
year 4 (95%)	20.58

36 Certified Industrial Millwright 21.26 21.46 21.66

(Certified lead **hands** + **50** cents)

43 Maintenance helpers

17.23

ARTICLE XX - HEALTH AND SAFETY

20.01 **The Company and Union agree to abide by the Occupational Health and Safety Act (1995) as a minimum standard.**

20.02 (a) Company Duties

The Company shall institute and maintain all precautions reasonable in the circumstances for the protection of the workers. The Company shall comply in a timely manner with the Occupational Health and Safety Act, and its applicable regulations and codes of practice. All standards established under these laws shall **constitute** minimum acceptable practice to be improved upon by the agreement of the Joint Health and Safety Committee which shall be known throughout the following articles as the Committee.

(b) Employees Duties

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

20.03 Joint **Health** and Safety Committee

(a) **(i)** the Company and **the** Union agree to maintain the established Joint Health and Safety Committee in accordance **with** the Occupational **Health** and Safety Act, **(1978)** as it is now written or hereafter **amended**. The Union representation on the Committee shall be up to four **(4)** members at each plant chosen by the Union. At no time shall the number of Management **members** out number the number of Union members.

(ii) **Four** Certified representatives in each plant and **other** Union **members** to have **W.H.S.C.** Level 1.

(b) Two (2) co-chairpersons shall be selected **from** and by the **members** of the **Committee**. One (1) of the co-chairpersons from each plant shall be a Union member chosen by the Union members of the Committee. The other **co-chairperson** shall be a **Management** member selected by the Management members of the Committee.

(c) During all absences of the Union co-chairperson, the Company shall **recognize** an alternate co-chairperson designated by the Union.

(d) The Committee shall assist **in** creating a safe and healthy place **to** work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with appropriate laws, regulations and codes of practice. The Company shall respond **within 21** days to the recommendations of the Committee.

(e) The Committee **shall**:

(i) hold regular **meetings** at least once a month or more frequently if mutually agreed upon by the Union and the Company **co-chairpersons** for the **review** of :

- reports of current accidents, industrial diseases, accidents and incidents, and their causes and means of prevention.
- remedial action taken or required by the reports of investigations or inspections.
- any other matters pertinent to health and safety.

(ii) have access to all reports, records, and documents in the company's possession **pertaining** to health and safety matters.

(f) Time spent by **members** of the Committee in the course of **their** duties shall be considered as **time** worked and shall be paid **in** accordance with the terms of this agreement.

20.04 Right to **Refuse**

(a) The Company shall **ensure** that all employees are **informed** that they have the right to refuse unsafe work which may harm them or another person.

(b) If a worker exercises their right to refuse they shall notify the Supervisor and a Union **member** of the Health and Safety Committee. They shall stand by in a safe place and participate fully in the investigation of the hazard.

20.05 No Disciplinary Action

(a) No employee shall be discharged, **penalized**, coerced, intimidated or disciplined for acting in compliance **with** the Occupational Health and Safety Act and its **regulations**.

(b) No employee shall be discharged, **penalized**, coerced, intimidated or disciplined for refusing to work on a job, in any workplace, or operate any **equipment** which they believe would be unsafe or unhealthy to them, a **workmate**, or where it would be contrary to the applicable provincial health and safety laws and regulations.

20.06 Education and Training

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

(b) The Company will **ensure** that all members receive chemical hazard training. **This** training shall include **WHMIS** education and training. **A Company trainer will be chosen by the Company and a Union trainer will be chosen by the Union to conduct such training.**

(c) All Union **members** of **the** Joint Health and Safety **Committee** will attend the following courses:

W.H.S.C. Level 1 - workers Health and Safety **Center**. **Management** representatives of the Committee may also attend this course.

At least 4 Union **members** will be certified from each plant.

All such training to be **completed** as soon as reasonably possible, but **within** one **(1) year** of **becoming a Joint Health and Safety**

Committee member.

(d) The Company will **ensure** that the lost **time**, per diem or **meal** and travel and accommodation, if **required** will be paid for those who participate in education or **training** required by this Article.

20.07 Accident and Incident Investigations

(a) Every **injury** or near-miss which involved or would have involved a worker **requiring** outside medical aid must be investigated.

(b) The Company shall immediately **notify the Ministry of Labour** on all such critical injuries as defined in **O. Reg. 834 under** the Occupational Health and Safety Act. A Union health and Safety Representative in conjunction with a Management representative shall investigate the accident.

(c) Accident and incidence investigation reports shall contain **all** pertinent information.

20.08 Right to Accompany Inspectors

(a) A Union Health and Safety **member** shall be allowed to accompany government inspectors (health and safety) on an inspection **tour** and to speak with the inspector out of ear shot of any other person.

(b) The Company shall give a copy of the reports or any other **written documents**, received from the inspector, to the Union Health and Safety representative.

20.09 Disclosure of Information

The Company also agrees to make any information in their possession available to the committee upon request, including the trade name or technical description (including chemical analysis of any compounds and substances used in the **plant**).

20.10 Ventilation

The Company **shall** ensure that adequate local exhaust ventilation systems are installed on all sources of hazardous **airborne** contaminants and **must** be maintained on a regular basis.

20.11 Noise Abatement

(a) The Joint Health and Safety Committee will conduct noise **measurements** throughout the plant and identify areas and equipment by amount of noise found or produced.

(b) The Company will **endeavor** to ensure that **bi-annual** audiometric tests are made available for all employees who are exposed to noise in excess of **80 dBA**. The results of the audiometric examinations will **be** given to each employee. Statistics shall be supplied to **the** Committee. Permanent **records** of **audiometric tests** and noise level surveys will be maintained by the company.

The Company recognizes 85 dBA as our maximum sound level without the use of personal protective equipment, but, will strive to bring all new equipment in at or below 80 dBA and will strive to reduce current levels to same.

20.12 Access to the Workplace

The Company agrees that the national representative or their designate with reasonable advance notice may attend meetings of the Joint Health and Safety Committee and plant inspections.

20.13 National Day of Mourning

Each year on the National Day of **Mourning** on April **28** at **11:00 a.m.**, one (1) minute of silence will be **observed** in **memory** of workers killed or injured on the job.

20.14 Heat Stress

Policy in the past has been that when employees **find** the working conditions affecting them to the point of **illness** or extreme discomfort, each employee will approach the respective foreman who will in **most** cases write out a pass giving the employee permission to go home.

Employees staying on the job have **been** allowed to work so long as it is practical and possible to run a **particular** operation. Conditions vary **from** plant to plant and even within an individual plant, **so** that it is impossible to talk in general terms, rather each **situation** must be assessed **under** specific conditions,

Customer **requirements, our** ability to work with short staff and welfare of the employee, are all considered and we have been able in the past, and should **be** able in the **future**, to effect a reasonable **solution** to satisfy all parties concerned.

20.15 Ergonomics

(A) The Joint Health and Safety Committee will address ergonomic needs on a priority basis and work toward modifying the workplace, work station, or tool to accommodate the worker.

(B) The Company shall **ensure** that a member of the engineering department is given ergonomic issues a priority as well as sufficient **training** so that professional advice to the **committee** may be obtained from **within** the plant.

(C) When an ergonomic concern is beyond the scope of the Committee or company **engineer**, the Company shall hire a **consultant**.

20.16 Lockout program

(a) **Both parties recognize the need for a lockout procedure.**

(b) Lockouts are to be carried out by each employee **during** set-up, before any repair, trouble **shooting**, adjustment or servicing of all plant **equipment**. A proper machine lockout should block and **de-energize** all possible **sources** of **motion**.

(c) Employees who may be at risk because they are required to set-up, repair, or maintain **equipment**, machinery, or system where a lockout is required, shall receive lockout training,

(d) The Company shall **provide** employees with personal locks to ensure all equipment is locked out before **being** repaired, maintained, **or** set-up.

(e) No supervisor or employee shall **remove** another persons lock, unless done in accordance with the Company's lockout procedure.

20.17 Protective Clothing and Equipment

The Company **will furnish** and maintain, without charge to the employee, special wearing apparel considered necessary by **mutual agreement** between the Company and **the** Union.

20.18 Confined Space Entry

(a) **The** Joint Health and Safety committee shall **review** the work areas in the plant to determine those specific work activities they consider hazardous for **confined** space entry.

(b) The Company **in** conjunction with the Committee shall develop confined space **entry procedures** including but not limited to: air sampling and ventilation, **communication** systems, personal surveillance arrangements, proper instructions and training, rescue **procedures**, and personal **protective** equipment.

(c) The Company shall ensure such procedures are followed.

20.19 Medical Examinations

(a) The Company will **provide** safety related medical examinations and **tests** for employees as prescribed in the Occupational Health and Safety Act of Ontario. If any employee participates in a prescribed medical surveillance program or undergoes prescribed medical examinations, the Company **will**

pay:

- 1) the employee's costs for medical examinations or tests required by the medical surveillance program or required by legislation,
- 2) the employee's reasonable travel costs respecting the examination or tests,
- 3) the time the employee spends to undergo the examination or tests, including travel time, which shall be deemed work time for which the employee **shall** be paid at the applicable rate of pay.

20.20 Alternate Work Program

The employer agrees to make every reasonable effort to provide suitable alternate work to any employee who is unable to perform normal duties as a consequence of **handicap as defined under the Human Rights Code**. The Union agrees to counsel its members on the benefits of cooperating in the Alternate Work Program. The employer agrees to establish a joint alternate work committee between Union, management and employee upon Doctor's approval to provide a practical **rehabilitation** program that will assist in the **return** of employees to a productive role, while meeting the provisions of the Workers' Safety Insurance Board **and the Human Rights Code**. The Company **will endeavor** to protect the employment of the employees according to our Collective Agreement.

- (a) **All employees who are in the plant on an alternate duties work assignment will not be permitted to work in excess of their regular scheduled shift hours (per day and per week) except on the job that they are currently doing, upon receipt of adequate medical documentation, or where mutually agreed upon between the parties.**
- (b) **Employees on alternate duties may be placed in a job vacancy which is mutually agreed upon by the employee, the Doctor, the Company and the Alternate Work Committee provided that the employee can perform the essential duties of the job subject to mutual agreement between the Company and the Union.**

A

ARTICLE XXI - DURATION OF AGREEMENT

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

21.02 This Agreement shall be in effect **until the 30th day** of September, **2001** and shall continue **from** year to year thereafter unless either **party gives notice in writing** of its desire to amend this Agreement not earlier than three **(3) months** nor later than two **(2) months** prior to the date of expiration.

This agreement **constitutes** the understanding between the parties, as **well** as written and oral agreements, Letters of Intent and letters of Understanding which are all deemed to be part of **this** collective **agreement.**

Signed this **17th** day of June, **1998.**

FOR THE COMPANY
Howard **Hallam**, Director **H.R.**
Jamie Ransley
Morris Eddy

FOR THE NATIONAL UNION
Dan Webster - National Rep

ON BEHALF OF ITS LOCAL **445** 1

Steven Paterson- Chairperson
Ruth Wagner- Co- Chair
Harry Baldwin- Co-Chair
Mark Wraith
Jeff Casey
Jamie Stewart
Bonnie Henderson

WELFARE
Schedule No. 1
Company Benefits

Employees shall become eligible on the **first** billing date **following** the completion of their probationary period as outlined below.

Section 1

Non-occupational sickness and accident insurance coverage commencing on the **1st** day for **hospitalization** and accident, **2nd** day for out-patient **surgery**, and **4th** day for sickness for up to **32** weeks (employees with less than one **(1)** year of seniority would be entitled to a maximum benefit of **17** weeks).

The amount of coverage per **week** will be:

First three **weeks** at **55%** of the employee's **weekly** earnings up to **55%** of the **UIC** maximum insurable earnings.

Up to **29** weeks at **60%** of the employee's weekly earnings up to **60%** of the **UIC** maximum insurable earnings.

Benefits for injuries due to an automobile accident to which the Ontario no-fault benefits schedule applies are payable only during the **first** week of disability.

A long term disability program will also be implemented to cover prolonged disability beyond **32** weeks. Maximum of **\$1200/month** effective October 1, **1998**, **\$1250/month** effective October 1, **1999** and **\$1300/month** effective October 1, **2000** to be funded as follows:

- A) The Canada Pension Plan
- B) The **Standard** Products Disability Plant

This would **run** until age **65** or until no longer disabled.

Section 2

A) Life Insurance and A.D. & D. coverage of:	
Effective October 1, 1998	\$24,000
Effective October 1, 1999	\$25,000
Effective October 1, 2000	\$26,000

B) Accidental death and dismemberment benefits: If injury shall, within 365 days of the date of the accident causing such injury, result in any of the following losses, the Insurance Company will pay for loss of or permanent and total loss of use of the following: The loss of life, both hands, both feet, entire sight of both eyes, one hand and one foot, one hand and the entire sight of one eye, one foot and the entire sight of one eye, or speech and hearing shall pay the principal sum. The loss of one arm or one leg shall pay three quarters of the principal sum. The loss of one hand, one foot or the entire sight of one eye shall pay two thirds of the principal sum. The loss of speech or hearing shall pay one half of the principal sum. The loss of four fingers of either hand shall pay one quarter of the principal sum. The loss of all toes of one foot shall pay one eighth of the principal sum. The loss of thumb and index finger of either hand shall pay one third of the principal sum. The loss of hearing in one ear shall pay one sixth of the principal sum. Quadriplegia (paralysis of both upper and lower limbs), paraplegia (complete paralysis of both lower limbs), and hemiplegia (complete paralysis of upper and lower limbs of one side of body) shall be payable at two hundred percent of the principal sum. Loss as above used with reference to hand or foot means complete severance at or above the wrist or ankle joint but below the elbow or knee joint; as used with reference to arm or leg means complete severance at or above the elbow or knee joint; as used with reference to thumb and fingers means complete severance at or above the metacarpophalangeal joint; as used with reference to toes means complete severance at or above the metatarsophalangeal joint; as used with reference to eye, speech and hearing means to irrevocable loss thereof. Any indemnity payable for loss of use shall be paid only if such loss is permanent, total and irrevocable and shall have been continuous for a period of twelve months from the date of the accident. Loss as above used with reference to quadriplegia, paraplegia and Hemiplegia means the permanent and irrevocable paralysis of such limbs. indemnity provided under this part

will not be paid under any circumstances for more than one of these losses, the greatest sustained by the employee as the result of any one accident.

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

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

E) Occupational Training Benefit: In the event of the accidental death of an employee and if indemnity for such loss becomes payable in accordance with the terms of this policy, the Insurance Company will pay the reasonable and necessary expenses actually incurred within three years from the date of such accident by the spouse of the employee who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which they would not otherwise have sufficient qualifications, not to exceed in the aggregate amount as defined in the Letter of Understanding for all such expenses. Payment shall not be made for room, board or other ordinary living, traveling or clothing expenses. Benefits payable under this part shall be limited to only one policy in the event this benefit is contained in two or more policies issued

to the Policyholder by the Insurance Company.

F) Termination of insurance of an employee: The insurance of any employee **shall immediately terminate** on the earliest of the following dates:

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

G) Notice and Proof of Claim: The employee or their agent or a beneficiary **entitled** to make a claim or **their** agent, **shall:**

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

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

The repatriation benefit is subject to the maximum coverage amount of **\$10,000.** The **rehabilitation** benefit is subject to a maximum of **\$10,000.** The occupational **training** benefit is subject to a maximum coverage amount of **\$5,000.** These amounts are subject to change and the Union **will be notified in the event of such change.**

H) The Company will continue to carry **\$6,000.00** group life insurance coverage for employees who **retire** on normal retirement pension, disability **retirement** pension or early retirement pension under the retirement pension plan agreement for employees who retire on or after October 1, 1998.

Section 3 Hospital and Medical Coverage

The Company will pay the single rate premium for all eligible employees and the family rate premium for employees with dependents in cases where the employee is not covered by spouse with another employer, required by Ontario Health Insurance Plan (**OHIP**) for ward coverage.

Under 3 above, dependent means dependent **recognized** as such by the **Department** of **Internal Revenue, Income Tax Division.**

Section 4

Commencing on the **1st** day of February, **1978** the Company **will** pay the cost of a prescription **drug** plan (**\$1.00** deductible effective October **1, 1992**) for employees and their dependents in cases where the employee is not covered by spouse with another employer. Dependent is as defined in Section 3 above.

Section 5

As of October, **1980** the Company shall establish a Company, Union Pension Plan to be known as

Retirement Benefit Plan Agreement

between

Standard Products (Canada) Limited

and

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada (caw-Canada)
and its Local 4451**

(see Pension Agreement attached)

Section 6

The Company will **provide** a dental plan for employees and their dependents based on the:

Effective October 1, 1998 - 1996 Dental Fee Guide

Effective October 1, 1999 - 1997 Dental Fee Guide

Effective October 1, 2000 - 1998 Dental Fee Guide

Dental Expense Benefit

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

1. Maximum benefits - the maximum benefit amount payable for basic and major services combined is **\$1800.** per calendar year and for a **lifetime** for orthodontic services:

Effective October 1, 1998 - \$1900.

Effective October 1, 1999 - \$1950.

Effective October 1, 2000 - \$2000.

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

3. Eligible expense - Eligible expenses are those which are recommended as necessary by a physician or dentist that are not in excess of the suggested fee for general practitioners in **the 1996, 1997 and 1998, Dental Fee Guide** respectively, or the minimum fee specified in the **1996, 1997 and 1998 Denturist Fee Guide** respectively, of the Province of Ontario.

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

Basic Services - 100% payable
Examinations

Complete Oral Examination (once every 2 years)	01101,01102,01103
** (once every 3 years - adults only)	
Recall Oral Examination (twice every 12 months)	1202,01203
Emergency Examination	01205
Specific Oral Area Examination	01402,01502,01602 01703,01802

Diagnostic Services

Radiographic Examination (x-ray)	
Complete Series Intra-Oral Films (Once every 2 year)	02101,02102
Periapical Films	02111-02125 (inclusive)
Occlusal Films	02131-02136 (inclusive)
Posterior Bite-Wing Films (Twice in any 12 months)	02141-02146 (inclusive)
Panoramic Film (once every 24 months)	02601
Cephalometric X-rays, Films	02701-02704,02709
Tracing of Radiographs	02751,02752,02759
Interpretation of radiographs from another source	02801,02802,02809

Tests and Laboratory Examinations

Biopsy, Soft-hard Tissue	04311-04313,04321-04323
Cytological Examination	04401
Pulp Vitality Tests	04501,04509

Diagnostic Casts

04911

Preventive Services

Sealing And Polishing

(Twice in any 12 months)

11101,11102,11103

** (once in 9 months - Adults only)

Flouride Treatment

(Twice in any 12 months)

12101,12102

** (once in 9 months - Adults only)

Oral Hygiene Instruction

(Once every 12 months)

13211-13214,13219

Plaque **Control** Program

(Once only, family maximum of \$50)

13200

Caries/pain Control/Pulp Capping

20111,20119,20121

20129,20130,20139

Interproximal discing of teeth

13701-13703,13709

Space maintainers

15101-15104,15201, 15202, 15301

15302,15401-15403,15501,15601,15602

Nutritional counseling

(Once every 24 months per family)

13101-13104,13109

Polishing and finishing restorations

13301-13304,13309

Occlusal pit and fissure Sealants

13401,13409

Protective athletic mouth appliance

13501,13502

Endodontic Services

Emergency Procedures

32221-32232,32311-32315,32321

33501,39211,39212

Periodontal Services

Management of acute infections

and other oral lesions

41211-41214,41219,41221-41224,41229

Surgical Services

Surgical incision

75111-75113,75121

Miscellaneous surgical services

75122,75123,75211,75212,75221

Adjunctive General Services

Drugs (Injections) 96101-96103,96201,96202

Basic Services - 80% Payable **Case Presentation**

Treatment **planning** 05101-05104,05109

Consultation with patient 05201,05202,05209

Restorative Services

Analgam Restorations

Primary Teeth 21101-21105 (inclusive)

Permanent anterior and bicuspid **teeth** 21211-21215 (inclusive)

Permanent molar teeth 21221-21225 (inclusive)

Pin Reinforcement 211301,21401-21405,22201,22211,22301,22311

Silicate restorations 22401,22501

Acrylic or composite restorations 23101-23105,23111-23114,23121

23122,23123,23211-23215

23221-23225,23311-23315

Other restorative services 23321-23325,23401-23405

23411-23415,23501-23505,23511-23515

Crowns 27401,27409

Endodontic Services

Pulpotomy 32231

Root Canal Therapy 33111-33116,33121-33126

33131-33136,33141-33146

33201-33205,33401-33403

Apexification 33601-33505,33611-33614

Periapical Services 34111-33114,34121-34124

34114,34131-34135,34141-34145

Banding or **tooth** to maintain

Sterile operating field 39100,39101

Chemical Bleaching 39201,39202

Intentional **removal**, apical tilling

and reimplantation 34451-34453,39501-39503

Emergency procedures 34421-34423

Periodontal Services

Gingival Curettage	42111
Gingivoplasty	42201
Gingivectomy	42311,42321,42331,42339
osseous surgery/grafts	42411,42421,42431,42441,42521
Soft tissue grafts	42511
Post surgical treatment	42821,42822,42823,42829
provisional splinting	43111,43211,43221,43231 43241,43261
Occlusal equilibration	43311-43314,43319
Periodontal scaling and root planing	43411-43416,43419 43421-43426,43429
Special Periodontal appliances (Including occlusal guards)	43611,43612
Anaesthesia	92212-92219,92222-92229,92252-92259 92311-92319,92331-92339,92341,92352-92359
Consultation with another dentist	93111,93112,93119
Prosthodontic services - Removable Denture adjustment/repairs	54301-54303,54401-54403 54501-54503
Denture rebasing & relining (Once in a 36 month period)	56601,56602

Surgical Services

Removal of erupted tooth (uncomplicated) Single tooth	71101
Each additional tooth in same surgical site	71109
Removal of erupted tooth (complicated)	71201,71209
Removal of impacted tooth	72111,72119,72211,72219 72221,72229,72231,72239
Removal of residual roots	72311,72319,72321,72329,72331,72339
Surgical exposure of tooth	72511,72519,72521,72529 72541,72551
Alveoplasty	73111,73121
Gingivoplasty and/or stomatoplasty	73152,73211,73221,73224
Surgical Excision	74111-74118,74121-74128 74211-74218,74221-74228,74611-74618

Fractures	76911,76921
Fractures	76201,76301,76401,76601,76202,76302,76402 76503,76605,76701,76912,76922,76931
Frenectomy	77801-77806
Miscellaneous Surgical Services	79311-79314,79321,79322 79331-79333,79341-79343

Major Services - 50% Payable
Restorative Services

Metal Inlay Restorations	25111-25114,25121-25124 25131-25134,25141-25144
Retentive pins	25601-25605 (inclusive)
Crowns	27100,27110-27114,27121,27122,27130 27201,27211,27212,27301,27302,27311,27312,27313
Post and core	27511-27513,25721-25724 25731-25733,25741-25743
Other restorative services	29101-29103,29109 29301-29303,29309

Prosthodontics

Complete dentures	51101-51103
Immediate dentures	51301-51303
Transitional partial dentures	52101-52103,52111-52113
Removable partial denture	52211-52213,52301-52303 52401-52403,52411-52413
Dentures adjustments - after 3 months post-insertion care	54301-54303
Retainers for bridgework	67101,67102,67121 67129,67131,67139
Pontics	62101-62103,62501,62502,62701-62703
Removal Repair, Recommendation of Bridgework	66111-66113,66119,66211-66213 66219,66301-66303,66309,66720
Prefabricated veneer application	23121-23123
Onlays and crowns	27701,27702,27711,27712

Orthodontics - 80% Payable
Interceptive Orthodontics

Section 7

An employee whose active employment is terminated by layoff shall be covered for all benefits until the end of the month following the month of lay-off.

Provision will be made that an employee may carry on benefit coverage for themselves and their dependents beyond the periods set out above, except weekly indemnity and when on lay-off weekly indemnity, life and accidental death and dismemberment, by payment monthly in advance to the Company, of the total premiums applicable to such benefits. Such payments **shall** be the responsibility of employee and this privilege will terminate on termination of employment **or failure** to pay the **premiums** provided. Premiums must be submitted by the **25th** of the month in which benefit coverage is still active.

An employee whose active employment is terminated by confirmed sickness or injury, whether covered by Workers' Compensation or not, shall be covered for all benefits until the end of the **month** in which such period has reached **52** weeks duration.

Section 8

The Company shall provide for eye glasses to a maximum of :

Effective October 1, 1998 - \$200.00 (two hundred dollars)

Effective October 1, 1999 - \$210.00 (two hundred & ten dollars)

Effective October 1, 2000 - \$220.00 (two hundred & twenty dollars)

in any period of twenty-four **months**, with **written** prescription from a medical physician or optometrist. This provision includes contact lenses, medically necessary, to a maximum of **two** hundred and fifty dollars (**\$250.00**) in any period of twenty-four (**24**) months. There is no provision to cover **sun** or safety glasses.

Extended Health Care - Effective October 1, 1998, 100%
Company paid benefits include:

1. Private duty nursing (**RN**) or licensed practical nursing in **the** home or hospital subject to a maximum of five thousand dollars (**\$5,500**) in a

three (3) consecutive year period.

2. Registered or licensed physiotherapist, including diagnostic.

3. Laboratory tests and x-rays.

4. Purchase or rental of special **remedial** appliances, **trusses**, braces, crotches, **artificial** limbs, eyes. **Prescribed orthopedic insoles will be covered to a maximum of \$175 in any period of twenty-four (24) months, exclusive of sports orthopedics.**

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

6. Ambulance service to the nearest hospital.

7. Registered clinical psychologist in the **amount** of fifty percent (**50%**) for such services, to a maximum of two hundred and seventy-five **dollars (\$275) in a twelve (12) consecutive month period** per calendar year for each of such services.

8. Registered masseurs, osteopaths, naturopaths, **podiatrists** and chiropractors to a maximum of (**\$275**) in a twelve (**12**) consecutive month period per calendar year for two **hundred** and seventy-five **dollars** each of such services. X-ray **examinations** are limited to one (1) per year for each service. **\$50.00 top up for chiropractic services.**

9. Qualified speech therapist to a maximum of three **hundred dollars (\$300)** during any period of twelve (**12**) consecutive months per calendar year. Such coverage must be **certified** as necessary by a medical physician or dentist.

10. Medical fees where legal while **traveling** or residing outside Ontario when such fees are in excess of the Ontario Medical Association Schedule of Fees and are not greater than the **amount** that would be paid in Ontario if it were legal to **provide** such benefits in Ontario.

11. **Hearing aids** to a maximum of five hundred (**\$550**) once in a **2-year** period.

Coordination of Benefits

If a person, who is covered for benefits under this plan, is also covered **simultaneously** under any other plan which provides similar benefits, the **amount** of benefits payable **under** this plan for allowable expenses incurred during any benefit **year** shall be **co-ordinated, and/or** reduced, so that the benefits payable from all plans shall not exceed **100%** of the actual

allowable expenses.

If a person is covered as an employee, and a spouse is also an employee, under the Basic Dental Plan only, both employees will be allowed to be eligible for benefits. The **amount** of benefits payable under **this** particular plan shall be **co-ordinated** and/or reduced so that the benefits shall not exceed **100%** of the allowable expenses.

Dependent

- (a) The term Dependent **means** a person who is:
- i)** the legal spouse or common-law spouse, but only if **the**

Employees hired on or after October 1, 1995 (exclusive of Skilled Trades) the progressive hiring.

Rates will be: **85%** for first **12 months**, **90%** for the next 6 months and **95%** for the next 6 months.

SCHEDULE 2 A - PLANT #1
LABOUR BATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 1998

GROUP	RATE			
	85%	90%	95%	100%
1 Pool Light (DRILL SET-UP +.50)	12.54	13.28	14.01	14.75
5 Hybrid Tunnel Ext & Marrying Line Process	12.55	13.29	14.03	14.77
6 Dipping / Remove strips Clip & pack	12.78	13.54	14.29	15.04
8 Liquid Foam & Sponge Rubber Insert Molding	12.55	13.28	14.02	14.76
9 Dipper Cement Operator Working Leader & Utility	13.00	13.76	14.53	15.29
16 Cement Room Operator	12.87	13.63	14.38	15.14
19 Vulcanizing (Regular)	12.55	13.28	14.02	14.76
32 Hybrid Tunnel Ext/Marrying Line Processing Working Leader	12.77	13.52	14.27	15.02
33 Vinyl Extruding Roll Forming	12.53	13.27	14.00	14.74
34 Window Garnish Finishing Cell	12.39	13.12	13.85	14.58
37 Taping	12.39	13.12	13.85	14.58
38 Foam Finish Moduling	12.39	13.12	13.85	14.58
39 Extrude, Marry & Finish Cell	12.59	13.33	14.07	14.81
45 Working Leader Roof Rail	13.00	13.76	14.53	15.29

Direct Labour Non -Incentive

GROUP	start Sen. I"	
	Group	
3 Oakes Machine Operator Working leader & Utility	16.90	
	85%	14.37
	90%	15.21
	95%	16.06
4 Oakes Machine Helper & Compunder	16.77	
	85%	14.25
	90%	15.09
	95%	15.93
7 Foam Mixers	17.14	17.24
	85%	14.57
	90%	15.43
	95%	16.28

21 Heavy Labour Mainlines		16.65
	85%	14.15
	90%	14.99
	95%	15.82
42 Service Finishing (Lead Hand + 25¢)		16.65
	85%	14.15
	90%	14.99
	95%	15.82
46 Working Leader EN1 14		16.95
	85%	14.41
	90%	15.26
	95%	16.10
47 Inspect & Pack Rubber Operations		16.70
		16.85
	85%	14.20
	90%	15.03
	95%	15.87
48 Mill & Preform Operator		17.14
		17.24
	85%	14.57
	90%	15.43
49 Inspect & Pack Foam Operations		16.70
		16.85
	85%	14.20
	90%	15.03
50 EPDM extrusion operator & Ransberg Operator		16.70
		16.85
	85%	14.20
	90%	15.03
53 Box Making & Utility		16.70
		16.85
	85%	14.20
	90%	15.03
54 One Piece Molder		16.70
		16.85
	85%	14.20
	90%	15.03
55 Robotics Spray Operator		16.70
		16.85
	85%	14.20
	90%	15.03
57 Corvette Finishing		16.70
		16.85
	85%	14.20
	90%	15.03
	95%	15.91

58 Mold Cleaning &Set up	16.95	17.00	17.05	
	85%	14.41	14.45	14.49
	90%	15.26	15.30	15.35
	95%	16.10	16.15	16.20
61 EPDM Finishing			16.60	
		85%	14.11	
		90%	14.94	
		95%	15.77	
62 Saturn Finishing			16.60	
		85%	14.11	
		90%	14.94	
		95%	15.77	

Indirect Labour

Group	Sen.	45 W.D.	Sen. In Group	
12 Receiving, Shipping, Stock Handling, Lift Truck Operators		17.44	17.54	17.64
	85%	14.82	14.91	14.99
	90%	15.70	15.79	15.88
	95%	16.57	16.66	16.76
13 Material Handler, Checkers, Lift Truck Operators		16.97	17.02	17.07
	85%	14.42	14.47	14.51
	90%	15.27	15.32	15.36
	95%	16.12	16.17	16.22
14 Inspector Quality Control		17.20	17.30	17.40
	85%	14.62	14.71	14.79
	90%	15.48	15.57	15.66
	95%	16.34	16.44	16.53
17 Teaching & Repairs				16.85
	85%			14.32
	90%			15.17
	95%			16.01
40 Development				16.85
	85%			14.32
	90%			15.17
	95%			16.01
56 Layout Technician		17.20	17.30	17.40
	85%	14.62	14.71	14.79
	90%	15.48	15.57	15.66
	95%	16.34	16.44	16.53

Employees hired an or after October 1, 1995 (exclusive of Skilled Trades) the progressive hiring.

Rates will be: 85% for first 12 months, 90 % for the next 6 months and 95% for the next 6 months.

SCHEDULE 2 B - PLANT #1
LABOUR BATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 1999

GROUP	RATE			
	85%	90%	95%	100%
1 Pool Light (DRILL SET-UP +.50)	13.05	13.82	14.58	15.35
5 Hybrid Tunnel Ext & Marrying Line Process	13.06	13.83	14.60	15.37
6 Dipping / Remove strips Clip & pack	13.29	14.08	14.86	15.64
8 Liquid Foam & Sponge Rubber Insert Molding	13.06	13.82	14.59	15.36
9 Dipper cement operator Working Leader & Utility	13.51	14.30	15.10	15.89
16 Cement Room Operator	13.38	14.17	14.95	15.74
19 Vulcanizing (Regular)	13.06	13.82	14.59	15.36
32 Hybrid Tunnel Ext/Marrying Line Processing working Leader	13.28	14.06	14.84	15.62
33 Vinyl Extruding Roll Forming	13.04	13.81	14.57	15.34
34 Window Garnish Finishing Cell	12.90	13.66	14.42	15.18
37 Taping	12.90	13.66	14.42	15.18
38 Foam Finish Moduling	12.90	13.66	14.42	15.18
39 Extrude, Marry & Finish Cell	13.10	13.87	14.64	15.41
45 Working Leader Roof Rail	13.51	14.30	15.10	15.89

Direct Labour Non -Incentive

GROUP	start	Sen. In Group
3 Oakes Machine Operator Working leader & Utility		17.50
	85%	14.88
	90%	15.75
4 Oakes Machine Helper & Compunder		16.63
	95%	17.37
	85%	14.76
7 Foam Mixers		15.63
	90%	16.50
	95%	17.84
	17.74	17.84
	85%	15.08
	90%	15.97
		16.06

	95%	16.85	16.95
21 Heavy Labour Mainlines			17.25
	85%	14.66	
	90%	15.53	
	95%	16.39	
42 Service Finishing (Lead Hand +25¢)			17.25
	85%	14.66	
	90%	15.53	
	95%	16.39	
46 Working Leader EN114			17.55
	85%	14.92	
	90%	15.80	
	95%	16.67	
47 Inspect & Pack Rubber Operations		17.30	17.45
	85%	14.71	14.83
	90%	15.57	15.71
	95%	16.44	16.58
48 Mill & Preform Operator		17.74	17.84
	85%	15.08	15.16
	90%	15.97	16.06
	95%	16.85	16.95
49 Inspect & Pack Foam Operations		17.30	17.45
	85%	14.71	14.83
	90%	15.57	15.71
	95%	16.44	16.58
50 EPDM extrusion operator & Ransberg Operator			17.40
	85%	14.79	
	90%	15.66	
	95%	16.53	
53 Box Making & Utility			17.45
	85%	14.83	
	90%	15.71	
	95%	16.58	
54 One Piece Molder			17.25
	85%	14.66	
	90%	15.53	
	95%	16.39	
55 Robotics Spray Operator			17.50
	85%	14.88	
	90%	15.75	
	95%	16.63	
57 Corvette Finishing			17.35
	85%	14.75	
	90%	15.62	

		95%	16.48
58 Mold Cleaning & Set up	17.55	17.60	17.65
	85%	14.92	14.96
	90%	15.80	15.84
	95%	16.67	16.72
61 EPDM Finishing			17.20
		85%	14.62
		90%	15.48
		95%	16.34
62 Saturn Finishing			17.20
		85%	14.62
		90%	15.48
		95%	16.34

Indirect Labour

Group	Sen.	45 W.D.	Sen. In In Group Group
12 Receiving, Shipping, Stock Handling, Lift Truck Operators	18.04	18.14	18.24
	85%	15.33	15.42
	90%	16.24	16.33
	95%	17.14	17.23
13 Material Handler, Checkers, Lift Truck Operators	17.57	17.62	17.67
	85%	14.93	14.98
	90%	15.81	15.86
	95%	16.69	16.74
14 Inspector Quality Control	17.80	17.90	18.00
	85%	15.13	15.22
	90%	16.02	16.11
	95%	16.91	17.01
17 Teaching & Repairs			17.45
	85%		14.83
	90%		15.71
	95%		16.58
40 Development			17.45
	85%		14.83
	90%		15.71
	95%		16.58
56 Layout Technician	17.80	17.90	18.00
	85%	15.13	15.22
	90%	16.02	16.11
	95%	16.91	17.01

95% 16.91 17.01 17.10

Employees hired on or after October 1, 1995 (exclusive of Skilled Trades) the progressive hiring.

Rates will be: 85% for first 12 months, 90 % for the next 6 months and 95% for the next 6 months.

**SCHEDULE 2 C - PLANT #1
LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2000**

GROUP	RATE			
	85%	90%	95%	100%
1 Pool Light (DRILL SET-UP +.50)	13.56	14.36	15.15	15.95
5 Hybrid Tunnel Ext & Marrying Line Process	13.57	14.37	15.17	15.97
6 Dipping / Remove strips Clip & pack	13.80	14.62	15.43	16.24
8 Liquid Foam & Sponge Rubber Insert Molding	13.57	14.36	15.16	15.96
9 Dipper Cement Operator Working Leader & Utility	14.02	14.84	15.67	16.49
16 Cement Room Operator	13.89	14.71	15.52	16.34
19 Vulcanizing (Regular)	13.57	14.36	15.16	15.96
32 Hybrid Tunnel Ext/Marrying Line Processing Working Leader	13.79	14.60	15.41	16.22
33 Vinyl Extruding Roll Forming	13.55	14.35	15.14	15.94
34 Window Garnish Finishing Cell	13.41	14.20	14.99	15.78
37 Taping	13.41	14.20	14.99	15.78
38 Foam Finish Moduling	13.41	14.20	14.99	15.78
39 Extrude, Marry & Finish Cell	13.61	14.41	15.21	16.01
45 Working Leader Roof Rail	14.02	14.84	15.67	16.49

Direct Labour Non-Incentive

GROUP	start	Sen. In Group
3 Oakes Machine Operator Working leader & Utility		18.10
	85%	15.39
	90%	16.29
	95%	17.20
4 Oakes Machine Helper & Compunder		17.97
	85%	15.27
	90%	16.17
	95%	17.07
7 Foam Mixers		18.34 18.44
	85%	15.59 15.67
	90%	16.51 16.60

	95%	17.42	17.52
21 Heavy Labour Mainlines			17.85
	85%	15.17	
	90%	16.07	
	95%	16.96	
42 Service Finishing (Lead Hand +25¢)			17.85
	85%	15.17	
	90%	16.07	
	95%	16.96	
46 Working Leader EN114			18.15
	85%	15.43	
	90%	16.34	
	95%	17.24	
47 Inspect & Pack Rubber operations		17.90	18.05
	85%	15.22	15.34
	90%	16.11	16.25
	95%	17.01	17.15
48 Mill & Preform Operator		18.34	18.44
	85%	15.59	15.67
	90%	16.51	16.60
	95%	17.42	17.52
49 Inspect & Pack Foam Operations		17.90	18.05
	85%	15.22	15.34
	90%	16.11	16.25
	95%	17.01	17.15
50 EPDM extrusion operator & Ransberg Operator			18.00
	85%	15.30	
	90%	16.20	
	95%	17.10	
53 Box Making & Utility			18.05
	85%	15.34	
	90%	16.25	
	95%	17.15	
54 One Piece Molder			17.85
	85%	15.17	
	90%	16.07	
	95%	16.96	
55 Robotics Spray Operator			18.10
	85%	15.39	
	90%	16.29	
	95%	17.20	
57 Corvette Finishing			17.95
	85%	15.26	
	90%	16.16	

		95%	17.05
58 Mold Cleaning & Set up	18.15	18.20	18.25
	85%	15.43	15.47
	90%	16.34	16.38
	95%	17.24	17.29
61 EPDM Finishing			17.34
			17.80
		85%	15.13
		90%	16.02
		95%	16.91
62 Saturn Finishing			17.80
		85%	15.13
		90%	16.02
		95%	16.91

Indirect Labour

Group	Sen.	45 W.D. In Group	Sen. In Group
12 Receiving, Shipping, Stock Handling, Lift Truck Operators	18.64	18.74	18.84
	85%	15.84	15.93
	90%	16.78	16.87
	95%	17.71	17.80
13 Material Handler, Checkers, Lift Truck Operators	18.17	18.22	18.27
	85%	15.44	15.49
	90%	16.35	16.40
	95%	17.26	17.31
14 Inspector Quality Control	18.40	18.50	18.60
	85%	15.64	15.73
	90%	16.56	16.65
	95%	17.48	17.58
17 Teaching & Repairs			18.05
	85%		15.34
	90%		16.25
	95%		17.15
40 Development			18.05
	85%		15.34
	90%		16.25
	95%		17.15
56 Layout Technician	18.40	18.50	18.60
	85%	15.64	15.73
	90%	16.56	16.65

95% 17.48 17.58 17.67

Employees hired on or after October 1, 1995 (exclusive of skilled Trades) the progressive hiring.

Rates will be: 85% for first 12 months, 90 % for the next 6 months and 95% for the next 6 months.

Schedule 3A Plant 2 Labour Rates by
Occupational Groups
Effective October 1, 1998

GROW	85%	90%	95%	100%	SEN 45		
					IN	W.D.	GRP IN
					START	GRP	IN
						GRP	GRP
2 Heavy Pool - Box Making	14.28	15.12	15.96	16.80			
23 Ballintie Line	14.28	15.12	15.96	16.80			
30 SDM Finishing	14.11	14.94	15.77	16.60			
39 Mixing				16.98	17.08	17.18	
			85%	14.43	14.52	14.60	
			90%	15.28	15.37	15.46	
			95%	16.13	16.23	16.32	
42 Working Leader SDM Finishing Cell	14.32	15.17	16.01	16.85			
45 Inspect &Pack				16.70	16.85		
			85%	14.20	14.32		
			90%	15.03	15.17		
			95%	15.87	16.01		
46 Extrusion Facilitator				16.98	17.08	17.18	
			85%	14.43	14.52	14.60	
			90%	15.28	15.37	15.46	
			95%	16.13	16.23	16.32	
49 Finishing Cells	14.11	14.94	15.77	16.60			
Indirect Labour							
Group							
10 Working Job Control				17.03	17.13	17.23	
			85%	14.48	14.56	14.65	
			90%	15.33	15.42	15.51	
			95%	16.18	16.27	16.37	
12 Receiving, Shipping, Stock Handling, Lift Truck Operator				17.44	17.54	17.64	
			85%	14.82	14.91	14.99	
			90%	15.70	15.79	15.88	

	95%	16.57	16.66	16.76
13 Material Handlers. Checkers, Lift Truck Operator		16.97	17.02	17.07
	85%	14.42	14.47	14.51
	90%	15.27	15.32	15.36
	95%	16.12	16.17	16.22
14 Inspector Quality Control		17.20	17.30	17.40
	85%	14.62	14.71	14.79
	90%	15.48	15.57	15.66
	95%	16.34	16.44	16.53
37 Launch Program Assistant		17.02	17.16	
	85%	14.47	14.59	
	90%	15.32	15.44	
	95%	16.17	16.30	
40 Injection Molding Set - Up		16.95	17.00	17.05
	85%	14.41	14.45	14.49
	90%	15.26	15.30	15.35
	95%	16.10	16.15	16.20
44 Shipping & Receiving Inventory Control - Mixing		17.44	17.54	17.64
	85%	14.82	14.91	14.99
	90%	15.70	15.79	15.88
	95%	16.57	16.66	16.76
47 Coating Service Person		16.92	16.97	17.02
	85%	14.38	14.42	14.47
	90%	15.23	15.27	15.32
	95%	16.07	16.12	16.17

Employees hired on or after October 1, 1995 (exclusive of Skilled Trades) the progressive hiring.

Rates will be: 85% for first 12 months, 90 % for the next 6 months and 95% for the next 6 months.

Schedule **3B** Plant 2 Labour Rates by
Occupational Groups
Effective October 1st, 1999

GROUP	SEN 45 IN W.D. START GRP IN GRP			
	85%	90%	95%	100%
2 Heavy Pool - Box Making	14.79	15.66	16.53	17.40
23 Ballintie Line	14.79	15.66	16.53	17.40

30	SDM Finishing	14.62	15.48	16.34	17.20			
39	Mixing				17.58	17.68	17.78	
					85%	14.94	15.03	15.11
					90%	15.82	15.91	16.00
					95%	16.70	16.80	16.89
42	Working Leader SDM Finishing Cell	14.83	15.71	16.58	17.45			
45	Inspect&Pack				17.30	17.45		
					85%	14.71	14.83	
					90%	15.57	15.71	
					95%	16.44	16.58	
46	Extrusion Facilitator				17.58	17.68	17.78	
					85%	14.94	15.03	15.11
					90%	15.82	15.91	16.00
					95%	16.70	16.80	16.89
49	Finishing Cells	14.62	15.48	16.34	17.20			

Indirect Labour

Group

10	Working Job Control				17.63	17.73	17.83	
					85%	14.99	15.07	15.16
					90%	15.87	15.96	16.05
					95%	16.75	16.84	16.94
12	Receiving, Shipping, Stock Handling, Lift Truck Operator				18.04	18.14	18.24	
					85%	15.33	15.42	15.50
					90%	16.24	16.33	16.42
					95%	17.14	17.23	17.33
13	Material Handlers, Checkers, Lift Truck Operator				17.57	17.62	17.67	
					85%	14.93	14.98	15.02
					90%	15.81	15.86	15.90
					95%	16.69	16.74	16.79
14	Inspector Quality Control				17.80	17.90	18.00	
					85%	15.13	15.22	15.30
					90%	16.02	16.11	16.20
					95%	16.91	17.01	17.10
37	launch Program Assistant				17.62	17.76		
					85%	14.98	15.10	
					90%	15.86	15.98	
					95%	16.74	16.87	

40	Injection Molding set - up		17.55	17.60	17.65
		85%	14.92	14.96	15.00
		90%	15.80	15.84	15.89
		95%	16.67	16.72	16.77
44	Shipping & Receiving Inventory Control – Mixing		18.04	18.14	18.24
		85%	15.33	15.42	15.50
		90%	16.24	16.33	16.42
		95%	17.14	17.23	17.33
47	coating Service Person		17.52	17.57	17.62
		85%	14.89	14.93	14.98
		90%	15.77	15.81	15.86
		95%	16.64	16.69	16.74

Employees hired on or after October 1, 1995 (exclusive of Skilled Trades) the progressive hiring.

Rates will be: 85% for first 12 months, 90 % for the next 6 months and 95% for the next 6 months.

Schedule 3 C Plant 2
Labour rates by Occupational Groups
Effective October 1, 2000

					SEN	45
					IN	W.D.
					START	GRP IN
						GRP
	85%	90%	95%	100%		
GROW						
2 Heavy Pool - Box Making	15.30	16.20	17.10	18.00		
23 Ballintie Line	15.30	16.20	17.10	18.00		
30 SDM Finishing	15.13	16.02	16.91	17.80		
39 Mixing				18.18	18.28	18.38
				85%	15.45	15.54
				90%	16.36	16.45
				95%	17.27	17.37
42 Working Leader SDM Finishing Cell	15.34	16.25	17.15	18.05		
45 Inspect & Pack				17.90	18.05	
				85%	15.22	15.34
				90%	16.11	16.25
				95%	17.01	17.15
46 Extrusion Facilitator				18.18	18.28	18.38

SCHEDULE 4
INCENTIVE PAY PLAN
(PLANT 1 ONLY)

1. TYPE OF PLAN

This incentive pay plan is designed, but not guaranteed, to provide the average **qualified** employee working on a time-studied direct labour production job operating under standard conditions the **opportunity** to earn approximately **20%** over the base rate for the job by applying reasonable proportionate effort, attention and care to the job. It is understood that since there is no such thing as an average employee, some employees may earn in excess of **20%** while others may earn less than **20%**.

The incentive pay plan is known as a “**100%**” of “standard hour plan”. For each **1%** increase in production over standard the employee receives a **1%** the base rate. **There** is no **ceiling** on earning.

2. INCENTIVE STANDARD

The standard is expressed in **terms** of standard hours required to produce **1000** units, such as pieces, pounds or feet. It measures how many units an average **qualified** employee can produce under standard conditions in one hour at a normal pace. It includes **time** allowances for miscellaneous work elements, short delays which are unavoidable even when the job is **running** properly and allowance for rest and personal needs. An employee earns incentive pay by producing more than standard. The incentive pay is computed on the base rate as set forth in Schedule 2 and 3.

For example, if the standard is **100** pieces per hour, i.e. **10.00** Standard hours per thousand pieces, the average qualified employee, by applying reasonable proportionate extra effort, attention and care to the job, should, working as provided in paragraph 1, **turn out 960** pieces in an 8 hour shift. They will then have earned **9.6** standard hours.

$$\frac{960 \times 10 \text{ standard hours}}{1000 \text{ pieces}} = 9.6 \text{ hours}$$

If the base rate on the job is **\$3.72** per hour, their earnings for the shift **will** be **\$35.71** (**3.72 x 9.6** standard hours), **\$5.95 more** than they would have earned at the base rate.

3. EFFECT OF OTHER PAY POLICIES

(A) Overtime

The incentive pay is computed on the base rate only. Overtime premium is paid in addition to the incentive rate. In the above example, had they worked 8 hours on Saturday, they would have earned **\$50.59** ($\3.72×9.6 Standard hours, which is **\$35.71** plus $\frac{1}{2}$ of the **\$3.72** which is $\$1.86 \times 8$ hours worked = **\$14.88**).

(B) Shift Differential

Shift differential is not included in computing incentive pay.

(C) Vacation Pay

The incentive pay increases the employee's vacation pay because it is included in "gross earnings".

(D) Holiday pay, call-in, etc.

The incentive pay does not affect holiday pay, call-in pay and inventory work which are paid at the employee's base rate.

4. EASE RATE GUARANTEED

In all cases the employee's earnings are at least the number of hours worked **times** the base rate of the job. For example, if the standard is 10 standard hours per **1000** pieces and the employee **turns** out **700** pieces in **an** 8 hour shift, they has earned only 7 standard hours.

$$\frac{700 \times 10 \text{ standard hours}}{1000 \text{ pieces}} = 7 \text{ hours}$$

In such case, if the base rate of the job is **\$3.72** per hour, their earnings for the shift are **\$29.76** ($\3.72×8 hours), not **\$26.04** ($\3.72×7 standard hours).

5. INCENTIVE EARNINGS PAID BY JOB

If an employee worked on two incentive jobs which are operating properly for four hours each on one shift at a base rate of **\$3.72** per hour and produces 5 standard hours on the **first** job and **4.6** standard hours on the second job, they earns **9.6** standard hours for the shift. Their earnings for the shift will be **\$35.71** ($\3.72×9.6 standard hours). If on the second job they **earns** only **3.5** standard hours, they is paid 9 standard hours for the shift.

Their earnings for the **shift** are then **\$33.48** (**\$3.72 x 9** standard hours).

6. PAYMENT WHEN NOT ON INCENTIVE

(A) Job not covered by incentive

When an employee works on a job which is not covered by an incentive standard they are paid the base rate of the job. Assume an employee works on two jobs four hours each at a base rate of **\$3.72** per hour. The **first** job is on incentive and the employee produces **4.8** standard hours, while the second job is not on incentive. Their earnings for the day are **\$32.74** (**\$3.72 x 4.8** standard hours plus **\$3.72 x 4** hours).

(B) Downtime

Downtime is when the employee is unable to produce at **all** because of lack of material, machine breakdown, waiting for set-up, etc. In such cases, the operator shall ring out and contact their foreman who **will authorize** the applicable **downtime** when the job is **re-started** or the operator is reassigned, if such downtime is three **(3)** minutes or **more**. Downtime is paid at the base rate of the job.

Assume an employee works on a job for **7.5** hours producing **9** standard hours and then encounters **.5** hour of downtime because the job was “**out of stock**”. If the base rate is **\$3.72**, their earnings for the day **will be** **\$35.34** (**\$3.72 x 9** standard hours plus **\$3.72 x .5** hours).

(C) Non-Standard

If the employee is unable to produce enough units to earn the equal of the base rate because of poor material or improperly operating equipment, the operation is on non-standard.

The employee encountering such difficulty will immediately contact their supervisor. **If**, in the **judgement** of the supervisor, the incentive standard does not apply, the supervisor will **authorize** the employee to work on a non-standard basis. The employee will then be paid the base rate for the pieces produced during this **time until** the **trouble** is corrected. All non-standard time cards will be **authorized** by the supervisor and a **time** study person before the non-standard period is granted.

For example, suppose the employee works 5 hours on incentive at **\$3.72** base rate, producing 6 standard hours, and then has trouble for 3 hours. The supervisor and **time** study person may **authorize** the 3 hours on non-standard. Their earnings for the **shift** will be **\$33.48** (**\$3.72 x 6** standard hours plus **\$3.72 x 3** hours).

7. DEVELOPMENT OF INCENTIVE STANDARD

(A) Standard **Time**

The standard time **per** piece produced is the length of time required by an average qualified operator working at normal pace and under standard conditions to produce **one** piece. This **time** is determined by stopwatch **time** study observation or standard data derived from time study in the company's Stratford plants.

(B) Allowance for miscellaneous work and short unavoidable delays.

In each job there are miscellaneous work elements, such as obtaining stock, handling scrap pieces, disposing of **finished** work and miscellaneous delays inherent in the job. The normal **time** required to perform such work is added to and becomes a part of the standard time per piece.

Also, an allowance of **3%** is made to cover short unavoidable delays which occur irregularly, such as interruptions by oilers, inspectors and instructions by supervisor.

(C) Allowance for fatigue

An allowance of **5%** is included in the standard for fatigue.

(D) Allowance for personal needs

An allowance of **6.25%** is included in the standard for personal **needs** and end-of-shift workplace cleanup.

(E) Machine opportunity allowance

On some jobs the employee's production is **limited** by the machine. In such cases, in addition to the other applicable allowances, a "Machine **opportunity** allowance" is added to the standard machine time to provide the employee working as provided in paragraph 1 the **opportunity** to **earn 20%** incentive pay.

(F) Scrap allowance

In some operations there is a certain amount of unavoidable scrap. Since the incentive pay plan pays for **good** pieces only, the normal time lost making and handling scrap which cannot be avoided by close attention on the part of the operator is added to and becomes part of the standard **time** per piece.

The operator **turns** in their production separately - good pieces and scrap pieces.

8. **INSTALLATION OF STANDARDS**

The company will establish incentive standards when and where it considers it practical and economical so to do. Employees being time studied will be told why the study is being made. The result of the incentive standard **will** be given to the employee involved. Incentive pay on the incentive standards starts on the date the standard is installed. All current rates will be listed in routing books and made readily available to employees.

The Union may at any reasonable time and from time to **time** have a time study expert attend at the Company's plants 1 or 2 to inquire into the particulars of any established and installed incentive standard and the Company shall furnish all reasonable and relevant information necessary to enable the expert to complete the said inquiry. Where there is a discrepancy in the standards, a Union **time** study will be conducted.

9. **CHANGE IN STANDARDS**

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

10. **SUBSTITUTE AND ADDED OPERATIONS**

Substitute and added operations are normally paid at the base rate. However, if the quantity of parts to be produced, in the opinion of the **Company**, justifies the installation of an incentive standard, it will be installed.

11. **TEMPORARY INCENTIVE STANDARDS**

Temporary incentive standards in accordance with paragraph 1 may be installed when it is impracticable to use established standards because of job conditions varying due to equipment, **material**, process or method employed. Temporary incentive standards **are** applicable to those jobs that would eventually have established standards and are applicable for a **time** not exceeding **30** days of job operation.

Temporary incentive standards will be **listed in the** routing books and marked as temporary by **suffixing** the rate with **3**.

12. The within described plan shall be subject to the grievance

procedure.

13. In establishing an incentive standard for a group, the Company **will** install a group incentive standard based on the controlling or **limiting** operation.

Each member of the group **will** receive the **same** percentage incentive pay.

Revisions of incentive group standards may **be** made from **time** to time pursuant to paragraph 9. Such revised standards shall be based on whichever operation, following the revision, controls or limits production.

14. **The** payment codes under the incentive pay plan are as follows:

Code 1 - Estimated standard - no incentive

Code 2 - Permanent standard - incentive pay.

Code 3 - Temporary standard - incentive pay.

Code 4 - Non-Standard Condition - incentive pay on
Deviation where applicable.

15. Where there is a dispute concerning the production standard, the Company will present a substantiation and a copy of **all** details involved in the setting of the production standards, to the Union.

The Company will provide the Union with any changes made to incentive standards within **48** hours prior to implementation.

These shall include all facts, data, time studies, (**allowed** and disallowed **time**) or any information pertaining to the operation that is considered pertinent and **will** clear up the dispute.

If requested by the operator, the Industrial Engineer who completed the study **will** supply the operator with the **following**:

1) The exact total time in which the time study took place.

2) The exact total **time** (minus strike outs) of the time study.

3) The effort rating per element.

4) The number of pieces **time** studied.

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

16. AU incentive to be calculated on a base rate of **\$10.35** effective September 1, 1998.

**RETIREMENT BENEFIT PLAN AND
MONEY PURCHASE PLAN**

**entered into
as of the 1st day of October 1992
between**

STANDARD PRODUCTS (CANADA) LIMITED

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
And GENERAL WORKERS UNION of CANADA (CAW-CANADA)
and its LOCAL 4451**

Money Purchase Plan

Purpose

Interpretations

Financing

Credited Service

Retirement Benefits

Eligibility

General Provisions

Modifications and Terminations

MONEY PURCHASE PLAN

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

Effective October 1, 1998

Employees hired January 1, 1990 or later	\$45.00
Between Jan. 1, 1980 and Dec. 31, 1989	\$55.00
Employees with 15 years but less than 20 years of service	\$60.00
Employees with 20 years but less than 25 years of service	\$65.00
Employees with 25 or more years of service	\$75.00

Effective October 1, 1998 the plan would allow for the employee to contribute \$10.00, \$20.00, \$25.00 or \$30.00 per month to the plan with a company match of \$10.00, \$20.00, \$25.00 or \$30.00 respectively per month. The options would be available to commence and terminate each year of this agreement at September 30th. The employee contributions would be made through payroll deductions which would be matched by the Company.

An employee would become a member of the plan after attainment of their master seniority.

Anyone retiring during the term of this agreement would be guaranteed no less than \$15.00 per month per year of service under the Defined Pension Plan with all rules of early retirement being applicable.

The rules governing this plan will be available in a separate plan text to be formulated by the Company and the Union during the term of this Agreement.

This retirement benefit plan agreement is made and entered into as of the first day of October 1998, between the Company and the Union.

The "Company" as used herein means Standard Products

(Canada) **Limited** with respect to **its** bargaining unit at Plant **#1**, 1030 Erie Street, **Stratford**, Ontario **N5A 6V7** and its Plant **#2** at 703 Douro Street, Stratford, Ontario **N5A 3T1**.

The “Union” as used herein means National **Automobile**, Aerospace, Transportation and General Workers Union of Canada (**CAW-Canada**) and its Local **4451**.

ARTICLE I - PURPOSE

1.01 This retirement benefit plan (hereinafter referred to as the Agreement) is hereby established for the purpose of providing pension benefits, as described herein, subject to obtaining and retaining such approval of the retirement benefit plan by the relevant tax authorities as the Company may deem necessary to establish that the Company is entitled to deduct the amount of its contributions to the pension fund as an expense before taxes under the provisions of the Income Tax Act, or any other applicable tax laws, as now in effect or as hereafter amended or adopted.

1.02 Subject to the provisions of this Agreement, the Company shall determine the manner in which the Plan **shall** be administered.

ARTICLE II - INTERPRETATIONS

2.01 The term “employee” means any employee of the Company who is a member of the bargaining unit as **defined** in the applicable sections of the **Collective** Labour Agreement, and meets the applicable eligibility requirements of this Agreement.

2.02 The term “pensioner” **means** a person who has retired and has become and remains eligible for a pension under this Agreement.

2.03 The term “physician” means a medical practitioner who is registered under the Medical Act of the Province of Ontario or such similar statute or law as governs the practice of medicine.

2.04 The term “Collective Labour Agreement” shall **mean** the current

Collective Labour Agreement between **the** Company and the Union as may be amended or supplemented, or any successor agreement.

2.05 The term “layoff” shall mean the same as the definition of layoff in the Collective Labour Agreement.

2.06 The term “normal retirement date” means the first day of the month next following an employees **65th** birthday.

2.07 The term “credited service” means the service of an employee which has been and remains credited to them in accordance **with** the provisions of Article iv.

2.08 The term “continuous service” means the service of an employee with the Company as accumulated and retained under the **Collective Labour Agreement**.

2.09 The **term** “effective date” means October 1, **1998**.

2.10 **The** term “totally and permanently disabled” means disabled by bodily injury or disease (other than disability) which :

- i) Resulted from or consists of chronic alcoholism or **self**-induced addiction to narcotics, or,
- ii) was **contracted**, suffered or incurred while the employee was engaged in, or resulted from their having engaged in a criminal enterprise, or,
- iii) resulted from **wilfully** self-inflicted injury, or,
- iv) can be established as due to service in the armed forces of any **country**.

Which in the **certified** opinion of a physician who is selected by or **satisfactory** to the Company will presumably, permanently, continuously and **wholly** prevent the employee, during the remainder of their life, **from** meeting the job requirements of any job covered by the Collective Labour Agreement.

2.11 “Actuary” shall **mean** a person, being a **fellow** of the Canadian Institute of Actuaries, appointed by the Company for the Corporation

including such a person.

2.12 “Commuted value” **shall** mean the actuarial present value of the pension or other benefit to which an employee, or their spouse or designated beneficiary, if applicable, is or will become entitled and which conforms to generally accepted actuarial principles and is accepted under the Pension Benefits Act, 1987 (Ontario) and Regulation thereunder.

2.13 “Spouse” shall **mean** a person of the opposite sex who

- (A) is married to the employee, or,
- (B) is not married to the employee but has been living with the employee in a conjugal relationship.
 - (i) continuously for a period of three (3) years or more,
 - (ii) in a relationship or some permanence, if such individual and the employee are the natural or adoptive parents of a child, **both** as defined in the Family Law Act, 1986, as it is now written or hereinafter amended.

ARTICLE III - FINANCING

3.01 PENSION FUND

THE Company shall establish a pension fund for the purpose of providing the pension benefits under this Agreement. Such fund shall be either a trust fund, or an insured fund, or a combination thereof. The Company shall pay currently into the Pension Fund, such amounts as the actuary retained by the Company for the purposes of the plan, shall certify to be necessary to provide the current service costs and for **amortization** within the period prescribed by law of an unfunded liability or experience deficiency after **taking** into consideration the assets of the pension fund and such other factors as may be deemed relevant. The Company at its option may from **time** to time, pay into the Pension Fund additional amounts.

3.02 DISBURSEMENTS FROM PENSION FUND

The Pension Fund **shall** be used in accordance with this Agreement, to pay such pensions as are payable under this Agreement.

3.03 PENSION PAYABLE SOLELY FROM PENSION FUND

The pension which shall be payable in accordance with the provisions of this Agreement shall **be** paid solely from the Pension Fund and each employee or pensioner or other person who shall claim a right to any payment under **this Agreement** shall be entitled to look only to the pension fund for such payment, and no liability for the payment of pensions under this Agreement shall be imposed upon **the** Company, or the officers, directors or stockholders of the Company.

3.04 NON ALIENATION OF BENEFITS

The pensions payable from the Pension Fund **shall** be **deemed** **alimentary** and for the personal maintenance of the pensioners and **shall** not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, or to attachment or legal process for debt to pensioners except to such an extent as may be required by law.

ARTICLE IV - CREDITED SERVICE

4.01 An employees' credited **service** shall **mean** their years and completed months of continuous service acquired after January 1, 1966, and retained and accumulated as provided for in the **Collective** Labour Agreement, subject to the following:

i) An employee, who has **been** on lay-off, after the effective date of this **Agreement**, will accumulate credited service for time lost up to one year during any period of lay-off, but the **time** will be credited only when they returns to active employment at the end of the period.

ii) An employee who has **been** on an official paid leave of absence for other than work with another employer or with the Union or its affiliates **will** accumulate credited service for **time** lost up to one year during one absence, but the **time** will be credited only when they **returns** to active employment at the end of the period.

4.02 An employee will lose their credited service, unless otherwise provided for in this Agreement, when their employment with the Company is terminated for any reason or when they retire on a monthly pension under this Agreement.

4.03 The records of the Company shall be presumed to be correct

with respect to dates covering term of employment, non-employment, or disability **retirement** of an employee, pensioner or applicant for pension, unless shown beyond a reasonable doubt to be incorrect. An applicant for pension or pensioner shall prove their age be evidence satisfactory to the Company.

ARTICLE V - RETIREMENT AND DEATH BENEFITS

5.01 NORMAL RETIREMENT

(A) An employee who retires on or after the effective date of this Agreement, and who has attained their normal retirement date and has 2 or more years of continuous service, shall be eligible for a monthly pension upon their retirement. Such monthly pension **shall** consist of an amount payable for life of **\$8.00**, multiplied by **the** number of years of their credited service accumulated between January 1, 1966 and their normal retirement date if that date be on or before September 30, 1982. **In** no event shall any payment be made after the death of the pensioner unless they shall have elected an optional benefit under Section 5.03 of this Agreement.

The monthly pension for an employee who retires after September 30, 1982 shall consist of an amount payable for life of **\$10.00** Multiplied by the number of years of their credited service accumulated between January 1, 1966 and September 30, 1983.

The **monthly** pension for an employee who retires after September 30, 1983 shall consist of an **amount** payable for life of **\$12.00** Multiplied by the number of years of their credited service accumulated between January 1, 1966 and their normal retirement date.

The monthly pension for an employee who retires after September 30, 1988 shall consist of an amount payable for life of **\$13.00** Multiplied by the number of years of their credited service accumulated between January 1, 1966 and their normal retirement date.

The monthly pension for an employee who **retires** after September 30, 1992 shall consist of an **amount** payable for life of **\$15.00** Multiplied by the number of years of **their** credited **service** accumulated between January 1, 1966 and their normal retirement date.

In no event shall any payment be made after the death of the pensioner unless they shall have elected an optional benefit under Section 5.03 of this Agreement.

(B) the absence of an employee from active employment at any time when they would be eligible for normal retirement under this Agreement shall not preclude their retirement at that time without return to employment, provided that such absence is due to disability or sick leave, layoff or other Company approved leave of absence.

5.02 DISABILITY RETIREMENT PENSION

(A) an employee who becomes totally and permanently disabled prior to their normal retirement date and has 10 or more years of continuous service shall be eligible for a disability pension. Such pension shall be calculated under Section 5.01.

(B) The disability pension shall become payable, if they shall then be living, on the first day of the month next following the latest of:

i) the date on which they shall have filed an application for such pension with the Company on a form supplied by the Company:

ii) the date on which their disability retirement shall have commences; or

iii) the date on which they ceased to receive remuneration from the Company of draw weekly indemnity benefits under the Welfare Benefit Plan Agreement, and it shall be payable on the first day of each month thereafter up to and including the earlier of the month in which their disability retirement shall end as provided in this Article; or, the month in which their death occur, unless they shall have elected, or have been required to elect, an optional benefit under Article 5.03.

(C) An employee applying for a disability pension shall, if requested by the Company, submit to one or more physical examinations by a physician or physicians selected by the Company in order that the Company may determine whether such employee is totally and permanently disabled and thus entitled, if otherwise qualified, to a disability pension.

(D) Any pensioner or disability retirement shall be required to submit to a physical examination at any reasonable time and place during such retirement up to their normal retirement date for the purpose of determining their condition, whenever such examination shall be requested by the Company, but not more often than twice in any calendar year after total and permanent disability is established. An employee or pensioner who refuses to submit to any physical examination properly requested in accordance with the provisions of this Section 5.02 may have their disability

pension suspended until they does submit to such physical examinations.

(E) If, after their retirement on disability pension but before their normal retirement date, a pensioner shall cease to be totally and permanently disabled pension shall cease.

(F) If a pensioner's disability pension ceases pursuant to the provisions of the preceding sub-section **5.02 (E)**, the Company will re-employ the pensioner in accordance with their **seniority** existing at the date of their retirement if the Company has a job available for them that they can do to the satisfaction of the Company.

If **the** Company does not rehire the pensioner and the only reason for not doing so is because the pensioner **does** not have the **ability** to perform the available job to the satisfaction of the Company, **then** the pensioner's disability pension will continue in accordance with sub-section **5.02 (E)**.

(G) Any employee who was retired on a disability pension in accordance with Section **5.02** of this Agreement and who is n-employed upon the termination of their disability shall, upon their subsequent retirement under any section of this Agreement, be entitled to a pension based on their credited service accumulated on their disability **retirement** date increased by any credited service attributable to their service subsequent to their **date** of re-employment.

5.03 **OPTIONAL PENSION BENEFIT**

(A) NORMAL FORM OF PENSION

The normal form of pension under the agreement is payable for the **lifetime** of the employee.

(B) AUTOMATIC FORM OF PENSION

Any employee who has a spouse at the time of pension commencement most **take** their pension in a joint and survivor form under which the pension benefit shall continue to the spouse after the death of the employee at the rate of **60%** of the pension which in payment to the employee immediately prior to **their** death and **shall** continue to be paid for the lifetime of the spouse. In this event, the amount of pension payable to the employee shall be reduced such that the value of their pension benefit shall be actually equivalent to the normal form of pension.

Any other form of pension herein **may** be elected if the employee and their spouse both waive the entitlement to this joint and

survivor form of payment in the prescribed form or by means of a **certified** copy of a domestic contract as defined under the Family Law Act. To be valid, the waiver must be delivered to **the** Company within the **12-month** period immediately preceding the commencement of payments.

(C) OPTIONAL FORMS OF PENSION

Subject to Article **5.03 (B)**, an employee may elect an optional form of pension by notifying the Company in writing prior to their date of retirement of the optional type of pension they wish to receive. The amount of pension payable to an employee under an optional form shall be reduced such that the value of their optional pension benefit shall be actuarially equivalent to the normal form of pension. Any election of an optional type of pension may be revoked or altered to another optional type if done in writing prior to **the commencement** of **their** pension. Any option elected becomes binding upon the **commencement** date of the pension.

The optional forms of pension available are as follows:

i) LIFE - GUARANTEED FIVE YEARS

This **type** of pension provides payments for the entire lifetime of the employee and guarantees that, should the employee die after their pension **has** commenced but before they have received **60 monthly** payments thereof, the payments shall be continued to their beneficiary or estate **until 60** monthly payments **in all have** been made.

ii) LIFE - GUARANTEED TEN YEARS

This type of pension provides payments for the entire lifetime of the employee and guarantees that, should the employee die after **their** pension has commenced but before **they** have received **120** monthly payments thereof, the payments shall be continued to their beneficiary or estate **until 120 monthly** payments in all have been made.

iii) LIFE - GUARANTEED FIFTEEN YEARS

This type of pension **provides** payments for the entire lifetime of the employee and guarantees that, should the employee die after **their** pension has **commenced** but before they have received **180** monthly payments thereof, the payments shall be continued to **their** beneficiary or estate until **180** monthly payments in all have been made.

iv) JOINT AND SURVIVORSHIP PLAN

(A) A joint and survivor pension which **shall** continue to the joint **annuitant** after the death of the employee in the **same** amount as received **by the** employee immediately prior to the date of their death; or

(B) A joint and survivor pension which shall continue to the joint **annuitant after** the death of the employee at **75%** of the amount as received by the employee immediately prior to the date of their death.

In the event of the death of the joint **annuitant** before the commencement date of the pension, the option **will be canceled** and the pension will become payable to the employee in the normal form. In such case, **the** employee may elect another option in writing prior to the **date** of commencement of their pension.

5.04 DEFERRED VESTED PENSION

Any employee whose services are terminated prior to **their** normal retirement date and who has 2 or **more** years of continuous service at the date of termination of employment shall be entitled to a deferred vested pension calculated in accordance with Article **5.01** of this agreement, as in effect on the last day of active employment, **and** payable from their normal retirement date.

Any employee whose services are terminated on or after January **1, 1988** and prior to their **normal** retirement date and who has 2 or more years of credited service but less than **10** years of continuous service at the date of termination of employment shall be entitled to deferred vested pension calculated in accordance with Article **5.01** of this agreement, as in effect on the last day of active employment, reduced by their accrued pension benefit as at December **31, 1986**, and payable **from** their normal retirement date.

A person entitled to a deferred vested pension benefit shall make written application to the Company not earlier than sixty days prior to the **commencement** of such pension. Upon application made **later** than normal retirement date, **retroactive** payments will be made for the elapsed months after normal retirement date.

An employee whose services are terminated on or **after** January **1, 1988** and who is not entitled to the immediate payment of a pension benefit shall have the right to elect that, in lieu of their deferred vested pension, an **amount** equal to **the** commuted **value** of their deferred vested pension be paid out of the pension fund in a **lump** sum:

- i) to the pension fund or another pension plan, providing the administrator of **the** other pension plan agrees to accept the payment;
- ii) Into the employee's registered retirement savings plan (**RRSP**), providing the **institution** receiving the funds agrees to administer the

funds in accordance with the requirements of the Pension Benefits Act, 1987;
or

iii) To a Canadian Life Insurance Company for the purchase of a life annuity, such life annuity not to commence **more than 10** years before their normal retirement date.

Any employee whose services are **terminated** on or after January **1, 1988** shall receive written notice of their entitlements under the agreement and the options available to them within **30** days of their termination of service or **within 30** days of the Company's **notification** of their termination of service, whichever is later.

5.05 EARLY RETIREMENT

An employee who has attained age **55** may retire early under this Agreement at any time prior to their normal retirement **date** and receive the pension benefit set out in Article **5.01**, reduced such **that** the value of the early retirement pension is actuarially equivalent to the value of the pension payable form normal retirement date.

An employee who has attained age **55**, has completed **10** or more years of continuous service, may retire early under this agreement at any **time** prior to their normal retirement date and receive the pension benefit set out in Article **5.01**, reduced by **4/10** of **1%** for each **month** by which their early retirement date precedes their normal retirement date.

An employee whose service is terminated on or after January **1, 1988** and who is entitled to a deferred vested pension payable form the fund on their normal retirement date may request that their pension benefit **commence** on the first day of any month after their attainment of age **55** and prior to **their** normal retirement date. In such event, the pension shall be reduced such that the value of the early retirement pension shall be reduced such that the value of **the** early retirement pension is actuarially equivalent to the value of the deferred vested pension.

The Company will recognize a three month pension window in the first year of the agreement for employees with 25 years of service and 55 years of age.

5.06 METHOD OF PAYMENT

The Company may adopt such procedures as it shall find convenient with respect to the **payment** of pensions where the **amount**

payable is less than **\$10.00** per month and may pay any such pension quarterly or annually.

5.07 PENSIONER UNABLE TO MANAGE THEIR AFFAIRS

If the Company **finds** in its opinion, that any pensioner to whom a pension is payable from the pension fund is unable to manage their affairs because of **illness** or accident, any **payment** due (unless a prior claim therefore shall have been made by a duly appointed guardian, committee or other legal representative) may be paid to the spouse, a child, a parent or a **brother** or sister of the pensioner or to any person deemed by the Company to have incurred expense for such pensioner. However, the Company shall **endeavor** to give effect to the wishes of **the** pensioner in this respect when such wishes shall have been expressed in writing by the pensioner before they shall have become unable to manage their affairs. Any such **payment** shall be a payment for **the** account of the pensioner and shall be a complete discharge of any liability under this Agreement therefore.

5.08 BENEFITS ON DEATH

Upon the death of an employee on or after January 1, 1988 and prior to their **retirement**, their spouse shall be entitled to a lump **sum** amount calculated as the commuted value of the employee's pension benefit at their date of death reduced by their accrued pension benefit as at December 31, 1986. If the employee has no spouse,, the **lump** sum amount will be payable to their designated beneficiary or, if none, to their estate.

Upon the death of a **former** employee whose service was terminated on or after January 1, 1988 and who is **entitled** to a deferred vested pension payable at their normal retirement date, their spouse shall be entitled to a lump sum amount calculated as the commuted value of the former employee's deferred vested pension reduced by their accrued pension benefits as at December 31, 1986.

Upon the death of an employee who is receiving a pension from the fond at their time of death, pension payments shall cease immediately unless an optional form of pension was elected at the **time** of retirement in which case benefits shall be paid in accordance with the optional pension elected.

5.09 DESIGNATED BENEFICIARY

An employee may, by written notice to the Company designate a person to receive the benefits payable under the agreement on their death and may also, by written notice to the Company, alter or revoke such designation **from time** to time, subject always to the provisions of any law **governing** the designation of beneficiaries.

Notwithstanding the above, an employee who has a spouse may not designate any other beneficiary to receive benefits in respect of the employee's service on and after January **1, 1987** unless the employee and their spouse both waive the **entitlement** to any death benefits in the prescribed form or by **means** of a **certified** copy of a domestic contract as defined under the Family **Law** Act.

ARTICLE VI - ELIGIBILITY

6.01 NEW EMPLOYEES

A new employee becomes eligible from their date of hire when they has completed their probationary period as defined in the Collective **Labour** Agreement. No medical examination will be required.

6.02 LAY-OFF OR LEAVE OF ABSENCE

Credited service shall be **accumulated** and retained as provided for in Section **4.01**.

6.03 VOLUNTARY TERMINATION OR DISCHARGE

An employee loses all rights under this Agreement except any deferred vested rights they has acquired under Section **5.04**.

ARTICLE VII - GENERAL PROVISIONS

7.01 No employee shall be required or permitted to make any contributions under this Agreement during the term of this Agreement or any renewal thereof.

7.02 The Company shall be the administrator of the plan and as such shall have the sole **responsibility** and authority consistent **with** the provisions of **this** Agreement for the operation and administration of the plan.

7.03 Coverage under this Agreement shall not give any employee any additional right to be retained in the employment of the Company, and all employees shall remain subject to discipline, discharge, or lay-off to the **same** extent as if **this** Agreement had not been put into effect.

7.04 A copy of this Agreement and any amendments thereto will be supplied to each employee. **The** complete text will be available for examination at the offices of the Company.

7.05 Should the **Federal** or Provincial Government pass legislation creating a program which would enable or require the Company to transfer a deferred vested pension of a person whose employment has terminated **into** a special fund, the Company may participate in such a program, and such participation shall be considered a complete discharge of the Company's liabilities under this Agreement.

7.06 The seniority of any employee who retires in accordance with this Agreement shall cease for the purpose of applying the provisions of any Collective Labour Agreement which now is or hereafter shall be in effect between **the** Company and the Union, except that if a pensioner is rehired on cessation of their disability retirement, **they** shall be credited with the service which they had at the time of their disability retirement and shall accumulate further service from the time they start work after they have been rehired.

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

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

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

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

7.08 Should any dispute arise between the Company and any employee applicant for a disability pension or pensioner on disability retirement as to whether they is, or continues to be, totally and permanently disabled as defined in this Agreement, such dispute shall **be** resolved as follows:

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

(B) If they disagree concerning either total and permanent disability, or disability under Section **5.02**, as the case may be, the question shall be submitted to a third physician, selected by the said two physicians. The opinion of the third physician, after **examination** of the disabled person and consultation with the other two physicians shall decide such question and such decision shall be binding upon the Company, the Union and the disabled person. The fees and expenses of **the** third physician shall be shared equally by the Company and the Union.

7.09 No action taken in performance of the terms of this Agreement and consistent herewith shall **be** construed or interpreted to be a violation of any of the terms of any Collective Labour Agreement between the Company and the Union.

7.10 The Union shall be furnished with such pertinent information as it may reasonably request from **time** to **time**, with respect to the pension benefits hereunder.

7.11 SPLITTING OF CREDITS ON MARRIAGE
BREAKDOWN

The spouse of an employee who is party with such employee to

a domestic contract as **defined** in Part IV of the Family Law Act, 1986 may **become** entitled, pursuant to such domestic contract or to an order under Part I of such Act, to payment of a portion of the employee's benefits under this Agreement.

ARTICLE VIII - MODIFICATION AND TERMINATION

8.01 This Agreement is subject to such amendments from time to time as may be necessary to meet the requirements of any applicable Federal or Provincial laws, orders or regulations.

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

8.03 Procedure for allocating the pension fund upon termination of this Agreement.

In the event of termination of the plan, the assets then remaining in the trust fund, after providing the expenses of the plan, shah be allocated by the committee, to the extent that they shall be sufficient for the purpose of paying retirement benefits (based on credited service to the date of **termination** of the plan), to participants, former participants and retired participants in the following order of precedence:

(A) First, to provide for:

(1) The continuation of annuities in the form in effect with respect to them immediately prior to the plan's termination for those persons who **are** pensioners, beneficiaries and contingent **annuitants** under the plan at

its **termination**;

(2) The payment of a "immediate annuity, in a" **amount equal** to the **retirement** benefit they would have received had they retired on the date of **termination** to each participant who on the date of **termination qualifies** for a normal **retirement** benefit under Section 5.01;

(3) The payment of a deferred **annuity** commencing at age **sixty-five (65)** in an amount equal to their vested deferred retirement benefit to each person who terminated **employment** and is eligible for such a benefit pursuant to **Section 5.04**;

(4) The payment of a deferred annuity **equal** to the vested deferred **retirement** pension to which they would have been entitled if the date of **the** plan's termination were the date of termination of their employment, to each **other** participant not **in** any class above who at the date of the plan's **termination** is at least age forty-five **(45)** and has completed at least ten **(10)** years of credited service.

There shall be no priority **among** the above. Any person, whether in Group **(1),(2),(3)** or **(4)**, stands on the same **rung of the** ladder with a person in any other **group**.

(B) Second, if any such assets remain after **complete** allocation for the **purposes** of (A) above, they shall be allocated after **first** establishing classes of participants who **are** less than age sixty-five **(65)** on the date of termination and are potentially eligible for a **normal retirement** benefit by **treating** each successively younger five **(5)** year age group as a class using the age sixty-five **(65)** as a base. A" order of allocation priority shall then be established beginning with the oldest class. The assets shall then be allocated to participants in each such class who have an interest herein on account of credited service prior to the date of **termination** of the plan in a" **amount** equal to the actuarial value of such interest. The allocations of the **amounts**, if any, in each class for full or reduced retirement benefits for such participants shall be on the basis of annuity values providing for the payment of such benefits (commencing at the age of **first** eligibility for a normal benefit) in the form, applicable to such participants, which would have prevailed had the **plan** not been discontinued with application for reduction of **retirement** benefits, as in (A) above.

Such allocation shall be accomplished **through** the continuance of the trust fund which shall be **maintained** without **earmark** as the severable **equitable** interests of those having a share allocated as above. The allocation

of assets in **this** Section is **merely** for the purpose of determining the adequacy of the trust fund to **provide** reserves for retirement benefits of a **certain** monthly amount, and is not intended to **give** any participant such **right**, title and interest in the **trust** fund as to entitle them to a segregation of their **aliquot** share of the **trust fund** as a separate account.

Notwithstanding the foregoing, if the trustees, upon **finding** that it is not practicable or desirable under the circumstances to continue the trust fund with respect to some of all of the groups listed above, the trustees may provide for the disposition of all or a part of the **trust** fund in a manner other than by the continuance of the trust fund with respect to **some** or all of the groups listed above, but no change shall be affected thereby in the order of precedence and basis for allocation above established.

Further, if required to dispose of the trust fund other than by its continuance because of a government rule or statute, such trust **fund** shall be disposed of in accordance with such rule or statute. **If** any allocation produces a retirement benefit of less than **fifty** dollars (**\$50.00**) per year for any person, the trustees may pay in lieu of a retirement benefit a lump sum of equivalent actuarial value.

Anything in this plan **which** might be construed to the contrary notwithstanding however, it shall be impossible at any **time** for any part of the corpus or income of the trust fund to revert to **the** Company.

8.04 AMENDMENTS

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

8.05 TERMINATION

This Agreement is effective October **1, 1998** and shall remain in **full** force and in effect **until** September **30, 2001** and shall continue in effect thereafter from year **to** year for further periods of one year each unless either party shall have given written notice of termination or **written** notice of proposals for **amendment** to the other party not less than two **months** but not **more** than three months prior to the expiration date or any anniversary date thereafter.

In the event of written notice of termination of proposals for amendment having been given by either party as herein provided, negotiations shall be proceeded with during the notice period with a view to

completing a new Agreement. Should such negotiations extend beyond the expiration date., this Agreement shall remain in **full** force and effect until negotiations are broken off by either party. In the event termination is given by either party, this Agreement shall continue to operate **in** the manner as provided in Section **59** of the Labour Relations Act of Ontario (**R.S.**) **1979** CH **232** as amended October **1977**.

In witness whereof each of the parties hereto has caused **this** plan to be signed the **first** day of October, **1998**, by its **authorized** representatives as of the day and year **first** above written.

FOR THE COMPANY
Howard **Hallam**, Director **H.R.**
Jamie Ransley
Morris Eddy

FOR **THE** NATIONAL UNION
Dan Webster - National Rep

ON BEHALF OF ITS LOCAL **445 1**

Steven Paterson- Chairperson
Ruth Wagner- Co- Chair
Harry Baldwin- Co-Chair
Mark Wraith
Jeff Casey
Jamie Stewart
Bonnie Henderson

Letter No. 1
9 - HOUR SHIFTS

The second shift operations on a two shift **rotation** will be scheduled to operate as follows:

Monday Through Thursday	3:25 p.m. - 12:55 a.m.
Friday	3:25 p.m. - 7:25 p.m.

Therefore, your normal **40-hour** work week will be completed at **7:25 p.m.** on Friday evening. The rest periods and lunch periods will be scheduled as normal (no additional breaks).

No overtime premium will be paid Monday through Thursday unless employees work more than 9 hours.

If **overtime** is necessary on Friday evenings, it is anticipated that the employees working the above shift **will** work the overtime.

For this scheduling to be successful, we must be made aware of any problems that **may** occur. Hopefully, we **will** be able to correct them. It is extremely important that you make your supervisor and the Union executive aware of any problems.

Letter No. 2
10 - HOUR SHIFTS

The purpose of this Memorandum of Agreement is to implement, on a **trial** basis, a **10-hour** shift to run for four consecutive days. This would only affect employees on the afternoon shift who are on a regular **2-shift** rotation.

If the Company requires a third shift, or if other unforeseen circumstances **made** the lo-hour shift impractical to be continued, the Company will confer with the Union regarding the situation prior to any discontinuance of this shift. This shift may be discontinued by **either** party if problems arise that cannot be corrected to the satisfaction of all.

The Company agrees to pay holiday pay to anyone working on this shift who would normally qualify for holiday pay under the **terms** of the Collective Labour Agreement, pay at **10** hours for **Indirect** Labour and **12**

hours for Direct Labour. This would also apply for bereavement purposes.

It is understood by the Union that **if** overtime is required, employees on the **10-hour** shift operation may be required to work a **fifth 8-hour** shift on Friday. **The Company agrees that if more than 4 hours of overtime are available on Friday afternoon, it will be offered to the afternoon shift.**

It is also understood that the Company or the Union can bring any problem caused by **the** operation of **this** shift to the attention of **the** other party in an effort to **make** a resolution.

Letter No. 3 SUBSTANTIAL LAYOFF

Prior to any substantial lay-off during the term of the Collective **Labour Agreement**, the Company will discuss same with the Union, and decide what if anything can be done to maintain senior employees.

To: Linda White

February 24, 1993

From: Howard **Hallam**

Subject: **Clarification** Letter for "Seniority Letter"

CLARIFICATION LETTER FOR "SENIORITY LETTER"

In the event of a substantial layoff (**two** weeks or **more**) during **the** term of the collective labour agreement, the company will layoff and recall by master seniority.

It is understood by the parties **that** situations may arise in which this may not be **accomplished** immediately due to the **amount** of people to be trained or the job classifications involved. The Company will therefore discuss with the Union to see what, if **anything**, can be done to protect **the** senior employees.

Howard **Hallam**,

LETTER NO. 4 INTER-PLANT TRANSFERS

The purpose of this letter is to implement a **transfer** agreement between Standard **Products** (Canada) Limited and **CAW**, Local **4451** for Plants 1 and **2**. **This** agreement will remain in effect until cancelled by either party upon **30** days written notice.

The transfer agreement will be **utilized** by moving personnel from one division to another following the guidelines listed below:

1) Job postings will be **simultaneously** posted in both divisions for openings in either plant with the understanding that selection will be made in the division where the opening actually exists **first**. (When employees are on lay-off **status from** one plant, job **postings will** be posted **within** that plant **only**.)

2) If no one signs the posting from the division in which the vacancy exists, a selection from **the** employees who signed **the** posting from **the other** division will be made in accordance **with** Section **12.01(B)** of the Collective Agreement. They will be transferred as soon as possible.

3) Successful applicants upon transfer will accumulate seniority in their new division only, but will retain their **former** seniority **in their former** division. Such employees, (after probationary period) will be required to remain in their new division for at least one **(1)** year **from their** date of master seniority. On a layoff situation, the one year stipulation will be waived. However, **any** employee who does not **successfully** complete their probationary period will be returned to their original position **in** their former division.

4) For the purpose of this transfer agreement, only master seniority **from** the division in which an employee is currently working **will** be used for signing postings for vacancies in the other division.

5) Seniority retained in other than an employee's present division will not be **recognized** for bumping purposes but will be **recognized** upon returning to former division by any subsequent transfer and by layoff provisions as openings become available.

6) When employees **utilize** the Transfer Agreement and move from one plant to another subsequent to obtaining their master seniority in the second plant, then put on layoff status and recalled to their former plant when an opening comes available, the following guidelines shall be followed:

- (a) Seniority in the **original** plant can be **utilized** for layoffs and group openings (no bumping), but postings will not be awarded to them unless no one signs the posting from **either** plant, for the one year period stipulated in the transfer agreement.
- (b) They will have priority recall as per **their** seniority rights to the original plant. **ie.** A plant #1 employee who is **transferred** to Plant #2 and laid off after master seniority, will have **first** recall to Plant #1 by seniority before **Plant #2** people **with** no seniority.

7) When **an** employee transfers from one plant to another through the **transfer** agreement, and subsequently returns to the **original** plant prior to obtaining **master** seniority in the second facility, the days worked in said facility **will** be recorded and placed in their file. Copies **will** be given to the employee and the **Union** for **future** reference. If said employee **returns** to the second plant in the **future**, after completion of their **probationary** period, they can approach the Company and **have** the days worked previously added to their seniority date.

This section would not apply when **the** employee requests to **return** to the original plant on their **30** day trial period as per the job posting procedure stipulated in **Article 12**. It is understood that if **an** employee **returns** in this time frame, there will be no **loss** of seniority in the **original** plant.

LAYOFF TRANSFERS

8) When an opening occurs in one plant and there are employees on layoff status in the second plant, the **following** procedure **will be followed**:

- (a) Those employees laid off **will** be given the opportunity to **fill** the opening in the other plant by way of master seniority.
- (b) Such employees **will** have priority recall rights to their **original** plant. The Company reserves the right to keep such an employee in the second **facility until** adequate placement training is complete.
- (c) If the employee accepts the recall in the original division, they **will lose all** seniority rights from the other plant for the current layoff.
- (d) Regardless if the employee accepts the **recall** to their **original** plant or refuses their **recall** rights to the original plant it **will** be done in writing with a copy to both the employee and the Union.
- (e) An employee who has attained master seniority in both **plants** and is subsequently on layoff from both plants shall have **accrued** seniority for the period of the layoff credited to the plant of **recall**.

If unforeseen problems arise from the transfer agreement, the **Union** and the Company **will** discuss the concerns and give them due **diligence**.

Letter No. 6 OVERTIME

In an **endeavor** to maintain good working relationships with all employees, the Company will advise the Union Executive when it cannot get enough qualified employees to **run** any operation scheduled to work overtime.

This **will** be done, where possible, prior to implementing mandatory **overtime**.

The Company **agrees** to allow up to **30** days for **the filing of overtime** related grievances.

CLARIFICATION

When employees are absent from the positions listed below, the Company shall utilize employees currently working within the group or other employees holding the group necessary. When there are no such employees available, the Company will ask employees currently working within the group on the other shifts to cover the absence with overtime. If everyone currently working within the group from the other shifts have been asked and refused overtime, or for short periods of time until employees become available, the Company shall have the right to utilize employees who are familiar with and capable of doing the job. This clause will not limit the Company's right to decide if a replacement is necessary or not.

The positions are leadhands, **cement room**, foam room, quality control, shippers, working job controllers, launch program development, **mill room** (plant 1), **all set-up personnel, job facilitators, EPDM extrusion operators and others as mutually agreed upon by the parties.**

Letter No. 7 WAREHOUSE

Where production activities from Plant **#1** and Plant **#2** are being done in the warehouse, the **parties agree to** the following:

1. No employee shall be laid off **from** Plant **#1** or Plant **#2** from Occupational Groups **#12** and/or **#13** where a non-bargaining unit employee is working in the warehouse on the inventory control position;
2. Tow **motor** training will be provided for **the** individuals required to drive a tow **motor**;
3. A bulletin board will be provided for the job postings and Company communications;

4. A **Unionized** Joint Health and Safety committee member will be given an opportunity to tour the production area once per **month** to **ensure** adequate safety measures are being observed;

5. If their job is **transferred** to the warehouse they will be given the option of **transferring**.

6. No work **that** is normally and historically performed by Plant #1 and/or Plant #2 employees, will be done in **the** warehouse if employee(s) in either Plant #1 or #2 are laid off or not scheduled to work.

The above applies only while production work from Plant #1 and Plant #2 is in the facility and in no way hinders the Company's right to operate the warehouse as in **the** past as a non-Union facility.

Letter No. 8 TIMESTUDYREPRESENTATIVE

It is understood and agreed **that** the services to provide a Local Union Time Study Representative will continue during the term of this agreement as follows:

Said representative will be paid by the Company for the time which it is necessary for them to lose from their regular duties, in order to attend Time Study Training Courses jointly approved by the Company and **the** Union. Fees for such approved time study courses and **the** expenses relating thereto will be borne by the Company.

Upon their appointment the Company will then initiate a training **program** for the said local Union time Study representative.

When necessary, the local Union time study representative shall have access to such Company **time** study records that are required in the performance of such duties.

At the request of the Union to **the** supervisor Industrial Engineering, the local Union time **study** representative will be excused from **their regular** duties where possible to investigate and **study** standard grievances, attend meetings that involve violation of incentive standards and attend time study **training** courses which have been approved by **the** Company.

Letter No. 9 WEEKEND SHIFT

The purpose of this letter is to implement a weekend shift that will operate as follows:

1. Hours at work would be:

Friday and Saturday **10:55 p.m. - 10:55 a.m.** (midnights)
Saturday and Sunday **10:55 a.m. - 10:55 p.m.** (afternoons)
If only one shift **6:55 a.m. - 6:55 p.m.** (no shift premium)

or,

10:55 p.m. Friday - **10:55 a.m.** Saturday
10:55 a.m. Saturday **10:55 p.m.** Saturday
Shift premium would be paid on **afternoon** and midnight shifts

2. Holiday pay and attendance award days are as per **the** collective agreement and would be paid over and above the hours worked on weekends.

3. Pay: - twelve (12) hours pay at time and one-half (1-1/2) for the first day of the weekend **shift**;
 - twelve (12) hours pay at double **time** (2 x's) for second day of weekend shift
 TOTAL forty-two (42) hours pay

For Employment **Insurance** purposes, **credited hours will be 1.5 times the hours worked on Saturday and 2 times the hours worked on Sunday.**

4. Employees working weekend shift under this agreement will receive a twenty **(20)** minute paid hutch and 4 - **10** minute paid break periods.
5. Incentive earnings will be paid on hours worked.
6. Cost of living allowance paid for hours paid (**42** hours), plus COLA on additional hours paid for.
7. Each shift will equal **1.5** days for seniority and **2.5** days for attendance award days.
8. Pay for bereavement will occur only if time lost (i.e. full pay **(42** hours) if death occurs Friday. No pay if occurs on Monday.)
9. Weekend shifts **will** rotate on a weekly basis unless only one weekend shift is required. Any employee unable to work their scheduled shift for the weekend will be responsible to find someone on the full shift to switch with **them**. This will not be a Company responsibility. **Where** there is **failure** to find someone, the employee is required to work their scheduled shift. It is **the intent of this clause, that if more than one person wants to switch on to this shift then the senior person will have the opportunity to work.**
10. The employee will give the Company thirty **(30)** days written notice of **their** wish to transfer **from** the weekend shift.
11. Weekend **shift will be** offered by **master** seniority **currently working and holding the group**. Employees **transferring** into groups with weekend shifts through job postings will have to wait for an opening on this shift.
12. Sick and accident will we paid as per the Collective Labour Agreement with Saturday and Sunday equating to the normal five **(5)** days of production and the five **(5)** days **equaling** a weekend.
13. Overtime required **during** the week will be offered to employees working on the **shift** required as per Article **14.04** (a) **(1)** and then weekend **shift** to be asked before **14.04** (a) **(2), (3), (4), and (5)** seniority. Overtime through the

week will be paid first eight (8) hours per shift at **time** and one-half (1½).

14. Christmas holidays will be paid as per this **agreement** on holidays. Time off from weekend shift may or may not be given but holidays will be paid **regardless**. The parties agree to meet prior to Christmas shutdown to **determine if alternate days can be scheduled to ensure no loss of earnings**.

15. One (1) weekend shift would equate to one (1) week's vacation for vacation entitlement.

16. Duration of **this** shift will be six (6) months to be readdressed in April and October. At this **time**, if weekend shift is still required, refer back to No. 11. The Company and the Union agree to review if situations arise which may require amending **this** arrangement for temporary periods.

17. (NEW) Clarification on weekend overtime re: long weekends

14.04 (d) When deemed necessary by the Company, employees will be asked to work additional hours on Saturday and Sunday in the following manner until the required number has been attained.

- (1) By **seniority** within the group required normally doing the job on shift.
- (2) By seniority in the group **normally** doing job- shifts 2, 3 and weekend **shift** (by master seniority over **all three shifts**).
- (3) **(4)(5)(6)(7) same as in collective labour agreement.**

This section **will only** apply when there is a weekend shift working in the plant on long weekends.

E.g. Weekend **shift** works Friday night shift 10:55 p.m. - 10:55 a.m and then again Monday from 10:55 a.m. -10:55 p.m, this would give them the opportunity to work an 8 hour overtime shift on the Sunday after people **normally** doing the job on shift.

ORIENTATION

The Company **during** its indoctrination of new employees will give the Union ten (10) to **fifteen (15) minutes** with the new employees for introductions.

Letter No. 11 NON-DISCRIMINATION/ HARASSMENT

Introduction

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

Complaint and Investigation Procedure

If an employee believes that **they** has been harassed and/or discriminated against on the basis of a prohibited **ground** of discrimination **the** employee may:

- a) Advise the person involved, as soon as possible, how you feel and request **that they** stop the conduct you find offensive.
- b) If you feel uncomfortable approaching **the** person, or if the harassment continues, bring **the** incident forming the basis of the complaint to the attention of the 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.

c) If the supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, it will then be submitted in writing to the joint committee.

The joint committee will **be** comprised of two (2) representatives selected by the Company and Two (2) 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 (1) woman. These representatives **must** be appropriately **trained** regarding **harassment** and discrimination issues.

The joint committee will conduct an investigation of the complaint. **The** joint investigation will include interviews of the complainant, any employee accused in the complaint, witnesses and **other** persons **named** in **the** complaint. Any Union members interviewed by the joint committee may, if **they** so wishes, have Union representation present during the interview.

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.

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 any recommendations made by **the** joint committee will be securely maintained in **the** offices of **the** Company and the Union.

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 resource person and the plant chairperson. If **the** members of **the** joint committee do not agree, the report may **reflect** differences in the findings.

If a harassment complaint is proven valid, appropriate corrective action will be taken against the offending employees.

If, after completion of a thorough investigation, a harassment complaint can neither be proved nor disproved **in the** view of the investigators, the local human resource person, on consultation with the local plant chairperson, will attempt to resolve the **conflict** in a manner that is agreeable to all parties.

If there is no agreement, the Company reserves the right to take

such action as it deems appropriate, subject to **the** Collective Labour Agreement.

In the event **the** complaint remains unresolved and a violation of the Collective Labour Agreement is alleged, the matter may be considered as a grievance beginning at Step 3 of the grievance procedure.

Nothing in this letter of understanding prevents an individual employee complaining of harassment or **discrimination** from filing a complaint under the Code.

Letter No. 12

The Chairperson, co-chairperson from each plant and **1 Skilled Trades representative** of the **Local** will be retained on **the** day shift where it is practical to do so, or if arrangements can be mutually agreed upon. It shall not be considered practical if this arrangement causes an employee to work more weeks of afternoons or midnights in comparison to days, against their wishes.

Letter No. 13

LETTER OF UNDERSTANDING INCENTIVE

The Company and **the** Union will **endeavor** during the life of **this** Collective Labour Agreement to **eliminate the** incentive system by establishing mutually agreeable non-incentive rates.

Letter No. 14

LETTER OF UNDERSTANDING - SHORTAGE OF WORK

When the Company or the Union become aware of a trend towards an ongoing shortage of work, they shall meet, discuss and review what measures may be taken to protect senior employees from four hour layoffs.

Letter No. 15
LETTER OF UNDERSTANDING - STRAIGHT SHIFTS

Effective October 1, 1998 any groups that have a job available on a straight shift basis for an indefinite period of time will be asked by seniority in the group.

Letter No. 16
LETTER OF UNDERSTANDING - SHIFTS FOR NEW JOBS

All new jobs coming into the plant will be posted by shift. It is further understood that this agreement will be for a trial period and either party may terminate the agreement with a minimum of two (2) weeks notice.

Letter No. 17
LETTER OF UNDERSTANDING - OVERTIME PLANT 8

The Company will offer all overtime within Plant 8 (Mixing facility) to employees currently working in Mixing, before asking employees currently working in Plant 2.

Letter No. 18
LETTER OF UNDERSTANDING - CREW SHEETS

To clarify, overtime will be offered to employees in the department that they are crewed to within a group first and not by total group seniority.

Letter No. 19
LETTER OF UNDERSTANDING - INTERPRETATION

It is recognized by the parties that the Mixing department (Plant 8) is part of Plant 2 for the purpose of interpretations of the collective

agreement.

Letter No. 20
MASTER SENIORITY

The **parties** agree on the intent to move **toward** master seniority within each **facility** in the following **manner**:

1. A notice **will** posted advising employees who desire **training**, to sign the **posting** prior to **September 20, 1998** for training in the **areas** identified by the Company. Within one (1) week of **September 20, 1998**, the Company **will re-post** a list of those individuals who have signed the **posting**. The Company **will** select these **areas** in a manner that **will** ensure adherence to muster seniority lay-offs of more **than one (1)** consecutive day. **AU copies** of the posting of employees who have indicated their desire to be **trained will** be provided to the Union prior to the commencement of any training.
2. The Company agrees **to** provide training to employees who make application referred to above by seniority where possible before **April 1, 1999**. The estimate of the **training needed would be 3-8** weeks. Employees being trained **will** receive the **rate** of the job on which they are being trained during their training period.
3. If it is determined during the training period **that an employee does not have the necessary skills and ability to satisfactorily** perform the job, the employee **will** return to their **original** position and **will retain** seniority rights under **occupational** group seniority **only**. The parties agree before on employee is removed from any training, a meeting of the parties concerned **will take** place, to evaluate any **difficulties encountered** during the **training** period with **an** effort to resolve.
4. In the event of a lay-off prior to **April 1, 1999**, the Company **will** displace **10%** of the junior employees working in another **occupational** group (other than the groups identified below.) When the senior employee **has** obtained an efficiency rate that is

acceptable to the Company, the next senior employee will displace the next junior in the same manner aforesaid. Should it be determined that an employee cannot perform the job as identified in 3 above, the same understanding of noncompliance would apply.

5. After April 1, 1999, lay-off.. of more than one (1) consecutive day will be done by master seniority except in the occupational groups listed below. It is clearly understood that any employee, who has indicated their desire to be trained, will not be laid off out of line of seniority after April 1, 1999. It is also understood that an employee with seniority, who has not indicated a desire to be trained will continue to fall under the current language contained in the collective agreement. Notwithstanding the above, the parties agree in the application of this agreement, the one (1) consecutive day may be increased to three (3) consecutive days in the event that an employee is sent home due to a fire, flood, labour dispute, failure of power or major mechanical breakdown

Plant #1

Skilled Trades

QA Classifications

#16 Cement Room

#48 Mill Room

#54 Peugeot Molding

#55 Peugeot Spray (Robot)

Leadhands

Plant #2

Skilled Trades

QA Classifications

#46 Facilitators

To ensure that senior employees will be retained, employees upon layoff from their own classification may be moved to occupational groups other than the occupational group they would be entitled to. In such cases, the affected employee who has been moved to another classification, at the discretion of the Company, will be paid at the base rate of their previous occupational group job (no incentive) or the base rate of the job transferred to, whichever is greater.

6. The Company reserves the right to periodically revalidate training that has been completed. This would include employees who hold